

in another Concern, where in he may be Adargued by the  
 = monies of other Business, and so become Suspicious and liable  
 = to Capital punishment. A Witness Declaration is called test  
 = mony or Evidence, to **Disting**ish it from Extra-judicial oaths  
 which, tho' written, are reckoned only as testificated, and sent  
 = to Judicial Matters of small Consequence as for procuring a  
 = Ad vacation or Commission to Depon in the Country, or to Dis  
 = miscible and support other Evidence in Matters of Ambiguity.

Such persons as law allows to bear Witness, are called test  
 = ificial, of whom some are termed sufficient Witnesses; others test  
 = omni cases hone Majors, against whom there be neither re  
 = jection nor shadow of Suspicion; and a third sort bear the  
 = of testis optima opinionibus who deserve the highest Degree  
 = of faith and truste. Law doth also allow the testimony of a For  
 = kind of Witnesses in some Cases where better Evidence cannot  
 = be had, called Necessary Witnesses; which is Accepted in other cases  
 = where Witnesses beyond all Exception are supposed to be present  
 = and in some Extraordinary cases, where the truth cannot be any  
 = way discovered, Witnesses not all together sufficient are Recog  
 = nized, that is, having a liberty to be partly against whom  
 = they are produced to object against their testimonies as a witness  
 = thereof.

Greater faith is given to the testimonie of Witnesses  
 = in some other Countries, as in England, Holland, France  
 = than in Scotland.

our Law doth not regard proof by witnesses, in cases where Good  
 = will to be admitted, as the Borrowing or payment of Money  
 = doth established by writ, even by tenants to their Masters  
 = 18 July 1624. Nichol contra Scott 25 Novemb. 1624. Bisset  
 = contra Bishop. Because the Witnesses may see a sum Debit  
 = = ed from hand to hand, they may not know or may  
 = take the occasion or Design of the payment as not falling  
 = under the sense. Thus a Bag of Money lying by a Man at his  
 = death being given up in Inventory by his Executors, an off  
 = = to prove that the Money was before Confirmation equal  
 = divided betwixt the Heir of Lim of Consent, was not  
 = found relevant to discharge the Executor of the Money  
 = in a writ and Reducing with the Heir of Lim 20 Decem  
 = 1709. Milennie of Grazevall contra Lord Elbank. But the  
 = Witnesses are not admitted to prove the Borrowing or Debt

by production of a Sum of Money, because it was the fault and  
 = Negligence of the lender to omit the taking of Writ's. Yet witnesses  
 = were admitted to prove An war ran to black Suborn from a Sum  
 = of Money that was upon or Decayed the time of his death, tho' it  
 = exceeded 100 pound 12 Decemb. 1671. Maffal contra Gine being  
 = there and could not be admitted. It was found a Go probable by  
 = Witnesses that a Suspicion was in the Grant of possession at  
 = his death without clause Dispensing with the Hol Daburary  
 = 13 Feb. 1679. Bothwell contra L. Corclaynes. Again, proof by Writ  
 = rest is not received in a bargain agreed to be Reduced in writ,  
 = or where writ is an Expressall solemnity, which cannot be supple  
 = = ed, even by oath of party. Yet Witnesses in fact in a Minute  
 = of sale of lands, were admitted to prove the Manner of payment  
 = of the price, where the quantity only was Expressed. This is  
 = because all particulars are not to be fully set down in a Mi  
 = = nute: which word, not be allowed for general use, any full  
 = extended writ by altering what is Expressed, or adding any  
 = thing omitted 19 Decemb. 1666. 25 January 16 by Shays contra  
 = Shays. Our Law doth not allow Securities Exceeding 100 pound  
 = or Gratuitous promises of small Value, to be proved by  
 = Witnesses, but only by oath of party, 25 March 1629. Kufpel  
 = contra Peterson. 3 July 1668. Conard contra Harris over  
 = 29 January 1630. Lanric contra Her 24 Decemb. 1708. L.  
 = Forrie contra Hunter junel. 19 January 1672. Deitcher contra  
 = Brown. And a Banterian promise for another W. G. who had  
 = bought goods, can only be so proved by oath of the promisee  
 = Evidence under Estomage, because the force and  
 = position of a Naked Emption of Goods may be easily mistaken  
 = by hearers who are therefore kept to Witness concerning a  
 = promise to pay a small yearly life rent duty, was found  
 = only probable by writ or oath of party 4 March 1636.  
 = Little contract. Junel. 1670. And who a promise ad miniala  
 = = ted by writ, might be proved by Witnesses, a Widow's promise  
 = to pay a bond granted by her Hants Matrimonial was not  
 = allowed to be proven by Witnesses 10 Decemb. 1675. Bryce con  
 = = tra Kirkpatrick, seeing the bond was null. Where a Mas  
 = = ter promise not to Remove his beand for the space of Year,  
 = the tenant always finding caution for the Year Rent:  
 = the doer thought this a suspensive obligation from  
 = which the Master might have departed before the finish  
 = = ing of Caution, because it had an implied Condition, that  
 = = it was to be pleased with the caution, and therefore found  
 = = that Pream Stanhale promise was not probable by Writ  
 = = 18 January 1708. Fair contra Graham. But a Debt