

or legacy within a 100 pound, or one Exceeding that sum if restricted to a 100 pounds, may be proved by Witnesse  
 7 July 1629 Wallacoutra Mura M'Lenzie offers. on act  
 Part 6 F63 The proof of a promise by Witnesse taken before  
 Inferior Court was not laid in respect the other party acquiesced  
 by Comparing at Examining the Witnesse, and not of being  
 against their being received 9 Feb. 1672 Wood contra Robert  
 A promise incident to a Bargain concerning Moveables when  
 as a part of the Bargain may be proved by Witnesse Arg. Dec  
 19 January 1672 Wood contra Robert for A promise of a sum  
 and a quantity of Victual to a third person in Ham.  
 of a woman, for her passing from a promise of Marriage  
 made to her self, was not laid probable by witnesse, and  
 said third party admitted as a habitable Witnesse 26 June 1706  
 as for contra Godona because that was not simply a promise  
 but a Mutual Bargain and Agreement, it is not a door for  
 the owners of a horse to a stable to keep him in a hard  
 and get to put him out to graze, being a part of the bargain  
 between him and the stable, was found probable by Witnesse  
 29 January 1667 Scot contra Gibb. In matters whereupon  
 was not to be admitted, or cannot commonly be proved,  
 proof by Witnesse is allowed: As Mercantile bargains made  
 in Markets, or not agreed to be perfected in Court placed  
 4 Oct 43 34 M'Lenzie offers. on act 50 Part. 6 F6 because  
 men use not to Reduce Merchant Bargains in Court, nor can  
 they always do it. Fulfillment with or Receiving any valuable  
 thing, whether it be a species or a fungible, or  
 Money Excepted, as Intromission with Victual or Uncon-  
 silver in plate or Signet, or any thing else. Contrasting in fact  
 the exceeding a 100 pound value may be proved by Witnesse  
 in their bids. In some cases the performance of written obligati-  
 ons may be proved by witnesses, as where it is a work of  
 time or trifling, viz. The building, or Delivery of a Ship,  
 bridge, long performance of a Voyage, Delivery of War  
 by Venants to their Master &c. And the payment of Silver  
 by Venants to their Master, is not to be proved by  
 Witnesse, a total Intromission with Money lent may be  
 proved 4 Feb. 1671 W'shart contra Arthur, and proof  
 by Witnesse of an Annual Rent's total Intromission with  
 Victual and Money lent for several years was sustained  
 Relevant to Make the Intromitter accountable for the  
 whole of Money and Victual 25 January 1711 Balleie of  
 Lamington

Lamington contra M'Lenzie. Because in that case the  
 witness only gave a person's Entry to the total possession  
 of such land or tenement, which sufficeth to oblige him to  
 suppose for the known Rental thereof. Again, proclama-  
 -tiones whereby any right is passed from or Resisted, and  
 no new right to be made, may be proved by Witnesse 12 Dec.  
 1661. Thompson contra Hamilton of Britton 8 Feb. 1666 F62  
 contra Hunt and Jenant's. But payment of 50 Mercks of Annual  
 Annual Rent due by writ, justified for many years was found  
 -not to be proved, only by writ as an Act of party, all but a trial  
 alleged to have been fairly paid; being many years were just  
 paid for 4 Feb. 1632 La Touche contra D'Albany. The Act  
 of a bond bearing for borrowed Money being proved by the bond,  
 the party hath to have been the price of an Act, the Conditions of the  
 bond were allowed to be proved by Witnesse, all but by their  
 During the manner of proof, the bond might be taken away  
 by Witnesse 22 January 1674 Scot. contra English. Witnesse are  
 admitted to prove the Act done in Market, by Arbiters, shall  
 being a probable fact 8 Feb. 1662 Lord G. which case

Some times long, some times they are, in all cases, but  
 unless at least are required to make full in Court cases 12 Feb.  
 Justitibus testis est Notus testis by 6. 60. The testimony  
 of a single Witness is of no Validity: because one witness might  
 misdeed or lie or be corrupted, and yet remain undiscovered:  
 or break his or more don't expect could not be easily found  
 Vouch a falsehood, or because I'm not if they should. Which  
 practice is agreeable to the Law of God Deut. 19. 15. Math. 18.  
 16. 2 Cor. 13. 1. And faith is given to the simple Assertion of  
 the prince if it be not in his own cause Propter Fran. de libris  
 Subst. 63 h. 84. B. leg. 171. By the Statute Law of England One  
 Witness sufficeth in many Cases.

An Affirmative Witness proves more strongly than a  
 -negative Witness. Instrumentary Witnesses are more pregnant  
 than Common Witnesses. But it was not found the Law to  
 Reduce a Disposition in favour of some of the Disponors  
 Creditors that it was offered to be proved by the parties of the  
 Matter and Witnesses, that the Disponors gave order to draw the  
 Disposition in favour of all his Creditors in General 22 July  
 1687 Chancellor contra Hamilton Drummond & others. Nor  
 was a bond for a present Annuity found Relevant to be taken  
 -away by offering to prove by the Deponent and Witness  
 to the subscribing Witness that it was given in those terms  
 that it should be void if the Creditor should <sup>not</sup> mean of sub-  
 -stantia 13 July 1688 Gray of Brechin contra Montrose