

to the prejudice of her husband, it were in the power of an  
 Unlawful wife to Misdoo her husband. It hath been disputed  
 whether a Wife's Oath will affect her, but kind of reason upon it  
 that she hath no Reason to Distrust her Husband, but that  
 hath to do with the Truth. Because on the one hand a Man's Oath is  
 law for his wife's Oath, & legally proved, and in such a case the  
 Inconvenience aforesaid by his wife's Injuring him, is both: a  
 on the other hand, it may be said, that a husband should be  
 obliged to give such an Oath of Fidelity, being a husband, &  
 has an Imperious Wife may find himself under a Necessity for  
 securing peace at home, to comply so far with her (what ever  
 think) to Declare that he holds his Oath. I Do not against  
 a husband for his wife's Oath before the Marriage, proved by his  
 Oath was received upon this Reason, that he was holden as Oath  
 for refusing to quit his oath of Fealty, whether he had just Rea-  
 son to deny what his wife had declared upon Oath 28 Feb. 1668  
 - Lam contra Jones 18 & 19 held her husband's Oath when a Wife  
 & her wife kept an open & long house by the receiving of Ale  
 and Beer into their house, and the price thereof was returned to  
 her by the Sheriff Oath March 1630. Barclay contra King  
 the wife receive a sum of money relevant to make her husband  
 liable for it to refer to his Oath and good faith in her Oath  
 - sum spots wood Pale Gil. Esford and others but sometimes by  
 necessary Oaths the Matter back to the other Oath in which  
 up the Judge Determines which of the two, and Generally puts  
 the Oath to him who had most occasion to be clear. <sup>1699</sup> 1699  
 - Sedone Civile 18. Form. 1. ch. 3. Feb. 6. 1699. 1699  
 Voluntary Oath differs from a necessary Oath, in that Decretes  
 founded upon necessary Oaths may be received upon Oath  
 - Oath or after wards discovered, whereas Interdict upon Volun-  
 - tary Oaths cannot be Reduced. The Reason is, because when  
 one voluntarily refers a thing to his Oath, he tacitly  
 engages him self to stand to the Oath; where as in the case of a  
 necessary Oath or one given by a Judge ex officio, the consent  
 or Acquiescence of the other party is not understood nor required  
 - flav. i. l. d. 89.

An Oath of Certainty is 27 Either simple or qualified. A qual-  
 - ified Oath is that which, known to be what is referred there-  
 to, but Contains Circumstances Good or bad or other qualified  
 - respect to the Matter offered to be proved by Oath. Some of  
 these qualified are Subornation, i.e. Wholly Injurious in the  
 - Oath or a part of it. V. G. If in an Action for the price of Goods  
 - sold referred to the Defendant's Oath he depone he knoweth  
 - of the sale and the price, but that the Goods were not  
 - delivered, if Debtor in Bond having offered to prove payment by  
 the Creditor's Oath, and the Creditor having depone, that  
 his wife received from the Debtor a certain sum owing  
 to him by a third person, which the Debtor had promised

to pay; the quality was found Intrinsick and the sum received  
 by the wife not Imputed in payment of the Bond 27 Novemb.  
 1705. Another contra Sinclair. Not as if the Debtor promise to pay  
 could have been proved by the Creditor's own Oath, or that by Oath  
 could prove that third person to have been Red. long. Such a sum  
 to the Creditor: that the Creditor had having acknowledged a receipt  
 of the Money in payment of the Bond, the Debtor did not prove  
 his Allegation. The Creditor in a bond to Whose Oath referred,  
 by the Oath of two horses given by the Debtor was referred,  
 having acknowledged that the horses were received, but in  
 fact a fact of an account of things furnished, the quality was  
 found Suborned 29 June 1708. Pringle contra Standerson. In too  
 - mission with the House of the one Deceased being referred to the  
 parties Oath, and they having depone, that they did not receive  
 such things but they were gifted to them by the Deceased, the quality  
 of being gifted was found Suborned to the Oath, and a sufficient  
 ground to absolve from Repetition 3 January 1710. Marlow  
 contra Sachell and others, because full Commission will do  
 - Cables being referred to a parties Oath, he may qualify the  
 cause of his Subornation 3 Feb. 1692. Led contra Eld. And  
 in a pursuit for the Rent of a house referred to a Madam  
 probandi by Oath, and referred to the Defendant's Oath  
 he having depone that it was not that thing, but that payment  
 thereof was made by a third person allowing the like sum  
 to the pursuer upon the account thereof, which the Deponent  
 allowed to that third person in part of payment of a greater  
 sum owing to him by the Deponent; the Court found the qua-  
 - lity in the Oath as to the Names of payment Suborned 6 Feb.  
 - ry 1711. Clark contra Talbot. & the Qualities are Extrinsick  
 - being no necessary Connection with the Bargain, but Extra-  
 - -posed thereto. As when in an Action for Debt, the Defen-  
 - der owned the Debt, but objects to his Oath, that the same or  
 part of it was paid to the pursuer's Order; or that the pursu-  
 - er owes the Deponent the Equivalent sum. That an Oath he  
 - acknowledging the Receipt of Money justified for, but adding that  
 the same was Expended by the Deponent in payment of the Oath  
 - was Debt, was found not to justify the payment, as being an  
 - Extrinsick quality 23 Decemb. 1707. Brown contra Dow. That  
 an assigned ticket to Red count for a sum was holograph  
 being referred to the Grantor's Oath, and he having depone  
 he had granted so much, but that in the Court of Chancery  
 he had granted with the Red count. The quality was found Extrin-  
 - sick 20 June 1708. Grant contra Standerson. The Oath qualified  
 - that the Deponent bought and received a horse and he  
 - delivered a Cow to the seller, which was afterwards accepted for