OATH.

1737. *July* 15. AITCHISON'S ASSIGNEE *against* DRUMMOND.

No. 1.

OATH,—the cedent's not competent against an onerous purchaser from the gratuitous cedent of that purchaser, though that first assignee's right bears love and favour. *Vide* ASSIGNATION.

1741. *June* 5. REPRESENTATIVES of BARCLAY *against* COUPER.

No. 2.

WHERE by the nature of the thing, or because of prescription, a claim can only be proven *scripto* or *juramento* that it is resting owing, it is no sufficient proof that the defender (a factor for another) has got allowance from his constituent in his accounts for that claim as paid by him, but the pursuer must further prove resting owing by the defender's oath.

See NOTES.

OATH OF PARTY.

1736. *January* 2.
PROCURATOR-FISCAL of EDINBURGH *against* ARCHIBALD CAMPBELL.

No. 1.

OATH of party competent to prove riot. *Vide* PROOF. (See DICT. No. 18. p. 9400.)

1747. *June* 24.
JEAN LAW *against* LUNDIN of that Ilk, and LUMSDEN of Innergelly.

No. 2.

A REFERENCE to oath admitted after adducing witnesses. An executrix sued two defenders for furnishings by the defunct, a merchant, and adduced