

OATH OF PARTY.

No. 1. 1736, Jan. 2. PROCURATOR-FISCAL OF EDINBURGH *against* ARCHIBALD CAMPBELL.

THE Lords found the libel proveable by the party's oath, and found that Campbell might bring Stewart as a witness to prove his exculpation or alleviation.

No. 2. 1747, June 24. JEAN LAW *against* LUNDIN AND LUMSDEN.

THIS woman sued these two defenders on furnishings to them by her deceased husband, and she adduced one witness against each. One of them proved nothing. The other proved very little, and she then stopped and referred her libel to oath; but Drummore, Ordinary, after advising with us, found the oath of party not competent after adducing witnesses. The pursuer reclaimed, and this day first we altered as to the process against Lundin, wherein Kilkerran concurred, because the witness proved nothing; 2dly, we also altered as to Lumsden, wherein Kilkerran voted against the present interlocutor, because the witness in this case seemed to prove something. However we found both defenders must still depone, *renit.* also Drummore, Arniston, &c.

OBLIGATION.

No. 2. 1734, Nov. 28. DICKIE *against* ANDERSON'S CREDITORS.

THE Lords found the inhibition ineffectual *quoad futura*, and found the horning also ineffectual *quoad futura* after the date of the horning though before the execution.

No. 3. 1736, Feb. 20. RICHARDSONS, &c. *against* CRAIGENDS.

THE Lords found that Richardson and Mrs Chaplain must transfer the whole debt to Craigends without reservation against either Blair or Merchieston, otherwise cannot have the benefit of the transaction with Craigends. The consequence thereof is that Marshall must be preferred on the third share; but they remitted that to the Ordinary.

No. 4. 1741, July 15. IRVINE *against* EARL OF ABERDEEN AND DUFF.

THE Lords would not affirm the two first points in Arniston's interlocutor finding that action did not lie on the unsigned agreement, nor secondly on the ratification; and they

seemed indeed all to differ from the Ordinary;—but they adhered to that part of it finding sufficient evidence that the defenders had performed, and found there was no necessity to determine the other points.

**No. 5. 1742, Dec. 2. SIR JOHN ANSTRUTHER *against* MAGISTRATES OF
PITTENWEEM.**

See Note of No. 1. *vide* ALTERNATIVE.

PACTUM ILLICITUM.

**No. 2. 1734, Dec. 17. WEAVERS OF CALTON *against* WEAVERS OF
GLASGOW.**

THE Lords reduced the contract *in toto*. My reason was, that the weavers of Glasgow had in effect given the weavers in these suburbs an exclusive privilege which they could not do, and that being the basis of the whole contract behoved to fall. Some thought the act 1592 concerning trades in suburbs was in desuetude, to which I own I could not agree, because many decisions had been founded upon it though giving it a different construction, partly between the weavers of Stirling in 1628, the weavers in Perth and Bridgend in 1669, the weavers of Stirling in 1671; and the same act had been the foundation of the decisions between the wrights of Edinburgh and Portsburgh, the tailors, shoemakers, &c. Others thought the contract might subsist in part,—but upon the vote it carried as above.

No. 3. 1735, Jan. 15. STALKER *against* CARMICHAEL.

The Lords found the petition as to the usury not competent, and the other point, that the contract was against natural liberty, not relevant, and therefore refused the bill without answers.

No. 4. 1735, July 3. ARCHIBALD GILLON *against* FAIRFOUL.

THE Lords found Archibald Gillon the cedent's oath competent. 2dly, They found the trustees obliged to produce him to dispo.

**No. 5. 1735, Nov. 19. JOURNEYMEN TAILORS *against* THE MASTER
TAILORS OF EDINBURGH AND CANONGATE.**

AFTER long debate delayed, 18th June.—19th November, The Lords Adhered to the former interlocutor, and further found the reduction not competent *hoc statu*, and therefore refused the bill.