he ought to stand to the qualification. THE LORDS, notwithstanding, did not sustain the quality, unless the deponent could instruct otherwise than by his own oath, but reserved him action for those particulars, in respect that the suspender being charged upon his bond, where it was confessed that a part was paid, he might in law ascribe the same to the bond, if he had a simple receipt bearing no cause; and if the charger had entrusted for any other sum, or particular goods, he ought to have taken his bond or ticket therefor, otherwise he could crave nothing of that sum in satisfaction of any other cause which he could not instruct. No 3.

*Fol. Dic. v. 2. p. 295. Gosford MS. p. 58.*

*** A similar decision was pronounced. February 1730, Cameron against Danskine; No 14. p. 13207.

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1676. *January* 12. CAMPBELL *against* DOUGLAS. No 4.

A BARGAIN being referred to the defender's oath, he deponed, That there was such a bargain as libelled, but that it was agreed to be perfected in writ, and that before the writings were perfected he did resile. This quality was found intrinsic.

*Fol. Dic. v. 2. p. 296. Stair.*

*** This case is No 63. p. 8470., *voce* LOCUS POENITENTIÆ.

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1678. *November* 9. JOHN GORDON, in Aberdeen, *against* JOHN CHRISTIE there. No 5.

BEING pursued for some money he was trusted to receive, he depones, he sent it by another, and he was empowered so to do. THE LORDS admit the quality, reserving action against that other.

*Fol. Dic. v. 2. p. 296. Fountainhall, MS.*

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1685. *January* 20. A. *against* B. No 6.

ONE pursues his wife's father for payment of 2000 merks of tocher, because, though he had confessed the receipt of it in his contract of marriage, yet that discharge was elicited, and given by him *sub spe numerandæ pecuniæ*; and this being only probable *scripto vel juramento*, and, referring to his father-in-law's oath, he deponed that it was communed it should be put in; and that it was