

knowledges a written obligation, he must prove the satisfaction of it by writ, seeing the party contractor is dead.

No 32.

THE LORDS refused to sustain the qualities of advance or payment by the oath; but allowed the defender to prove the tenor of the contract, that thereby it might appear, whether the advance was acknowledged in it; and assigned a term to prove and to adminiculate the advance or payment, if it did not appear by the contract; and that same term to the pursuer to prove that the cows were received.—*See QUALIFIED OATH.*

*Stair, v. 2. p. 729.*

1729. January 7.

THOMSON *against* SPENCE.

AN arrestment having lain over two years, without any diligence thereon, and the common debtor having thereafter assigned the subject arrested; in a forthcoming, at the arrester's instance, the LORDS, in respect of the *mora*, preferred the assignee.—*See APPENDIX.*

No 33.

*Fol. Dic. v. 1. p. 554.*


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 DIVISION III.

 Litigious by Denunciation on a Horning.
 

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## S E C T. I.

Debt contracted after Denunciation.—Alienation after Denunciation.

1611. January 18.

ORD *against* KEITH.

THE King's donatar, pursuing for declarator of a rebel's liferent of lands, holden by him of the King, will not be impeded by any base infestment granted by the rebel, after his being year and day at the horn, albeit it be granted before obtaining of declarator.

No 34.

 The King's  
 donatar, pur-  
 suing for de-  
 clarator of a  
 rebel's life.