

TESTAMENTARY SYSTEM.

the court, to shew that the said judgment (or decree) hath been satisfied; there shall likewise be a certificate of some person authorized to administer an oath endorsed on, or annexed to, a statement of the debt due on such judgment or decree, that the creditor, since the death of the deceased, hath taken before him the following oath, or affirmation, viz. "That he (or she) hath not received any part of the sum for which the judgment or decree was passed, except such part (if any) as is credited."

And if the creditor on the judgment or decree be an assignee of the person who obtained it, the oath or affirmation shall go on, and say further, "and that, to the best of his (or her) knowledge or belief, no other person hath received any parcel of the said sum, except such part (if any) as is credited."

And an assignee shall also produce the assignment, under the hand of the assigner; and if there hath been more than one assignment, each assignment shall be produced under the hand of the party.

2. If a special bail shall have discharged a judgment against the deceased, he shall be considered as the judgment creditor, and in case the plaintiff who obtained the judgment shall not have assigned the same (as he ought to do) to the bail, a receipt from him, given to the bail, shall be considered as equivalent to an assignment.

3. If there be more than one creditor, the whole oath or affirmation aforesaid, with the other vouchers, shall be sufficient.

4. In case of a specialty, bond, note, or protested bill of exchange, the vouchers shall be the instrument of writing itself, or a proved copy, in case it be lost, with a certificate of the oath or affirmation made as aforesaid since the death, and endorsed on, or annexed to, the instrument or a statement of the claim, "that no part of the money intended to be secured by such instrument hath been received, or any security or satisfaction given for the same, except what (if any) is credited."

5. And if the creditor on such instrument be an assignee, there shall be the same oath (or affirmation) of the original creditor, with respect to the time of the assignment; and in case of successive assignees, there shall be the same oath, or affirmation, taken by each, with respect to the time of each respective assignment.

6. In case of a bill of exchange, the protest, and other things which would be required, (if the deceased were alive,) shall be necessary to justify an executor or administrator in making payment or distribution.

7. If the claim be for rent, there shall be produced the lease itself, or the deposition of some credible witness or witnesses, or an acknowledgment in writing of the deceased, establishing the contract, and the time which hath elapsed during which rent was chargeable, and a statement of the sum due for such rent, with an oath or affirmation of the creditor thereon endorsed, "that no part of the sum due for the said rent, or any security or satisfaction for the same, hath been received, except what (if any) is credited."

And if the creditor be an assignee, there shall be such oath (or affirmation) of the original creditor, with respect to the time of assignment.

8. The vouchers or proofs of any claim on open account shall be a certificate of an oath or affirmation taken by the creditor as aforesaid, since the death, endorsed on, or annexed to, the account, "that the account as stated is just and true, and that he (or she) hath not received any part of the money stated to be due, or any security or satisfaction for the same, except what (if any) is credited."

And moreover the account shall appear to have been proved, as is required by an act passed at November session, 1785, ch. 46.

9. Provided