

Should Silence be found in the hands of the Debtor, it
 be a presumption that it had been acquitted or paid, unless
 he who should pretend to make up of it had clear proof
 that the Debt was still owing, and that the said Debtor had
 had fallen into the hands of the Debtor only by some
 -ence or some accident or other Event, which would destroy
 the presumption, that the Debt was paid. A presumption too
 all itself from an assignation to any other goods being
 found in the Grantors lands, that it was delivered or was
 never delivered 14 Decemb. 1666 Fairly contra Creditors.
 Such a Reservation of a principal Mortgage bond
 produced, in a superior security, was found not to bind
 the same to Remain due. For it being usual to Retire
 principal bonds upon payment without Discharge,
 Narrations or Reservations thereof, which could not be
 remembered by the Debtor, tho they might induce again
 him that such debts were then due, yet could not prove it
 contra L. Joftes. 127 Ignorance of facts is presumed, when
 there is no proof to the contrary. But this presumption
 which is always Natural on facts that do not Concern
 us, does not take place in things which Concern us. For
 every one is presumed to know what is his own proper
 fact and Deed Cull. infim. § pro fact. l. 3. § de hinc & fact. §
 137 Res quæ de la pro Veritate recipitur l. 207 ff de Reg.
 Juris A thing that is a judgment, is held for truth. § 177
 is est quem suppone Demonstans l. 6. ff de Juris Voc. He
 who is born of a Married Woman and Conceived during
 the time of Wedlock, is reputed the Son of the husband.

A presumption of and by the Law, is what Law pres-
 -umes Relatively done or not done, and found itself
 upon as a rule of truth. So that this presumption is
 Authorized and appointed by the Law to be held as proof,
 it amounts to a certainty, and a proof to the contrary
 will not be admitted. such are the presumptions, that a
 Gift of Ecclesiastical is simulated, because the Debtor's wife
 bairns or friends, are supposed to possess the Ecclesiastical
 goods to his behoof Act 145 Parl. 12. f. 6. That a person
 held as Confessed, for not deposing upon a point he
 found to his oath, Declined to do so, because he would
 not deny the same: For tho the Courts do sometimes
 Ex Probili officio depone such parties to their oaths,
 when

When they purge their Contumacy in not appearing timely
 to swear; that is not done upon the ground of Contrary Evidence,
 being that for which they were held as Confessed may be true,
 tho they be wille to prove the contrary Act. 17. § 17.
 n. 12. 37 It is a presumption, Juris et d. pure, that an Alienation or
 right made by a Bankrupt in favour of one Creditor, after he
 estate perfectly Disposed of, is made by others, in
 to Defraud the rest of them; and that a Disposition by him to any
 -junct or Confident person without an Over and above, is from a
 -certifical View to Disappoint the payment of his other Creditors.
 -lost Act 18 Parl. 23 f. 6. § 1 Every person is presumed to know
 the Law. § Ignorantia Juris Neminem Excusat l. 27 ff de Reg.
 -jur. cap. 13 de Reg. Jur. 11 C. 57 If this Nature are the presump-
 -tions on which the Legislature against Persons called for and
 -not produced in an Improbation is founded, viz. that the
 Debtor are not produce them, because he is Confessed they
 would be Improver; and on which a Confession forms a
 -ding by a Civil quarrelled as forged, viz. that if the Debtor were
 not guilty and necessary to the forgery, he would abide by it.
 C. such was that presumption in favour of the King of right
 to lands and Holdings, peaceable possessed by persons for years
 for the space of five years before the sentence of forfeiture
 Act 2 Stat. 9. f. 6 Now Enrolled and Destroyed.

Tit. 5.

Of Sentences.

A sentence, is the Determination of a Controversie between
 Litigants. It is Either Interlocutory, or Definitive.

The Interlocutory sentence or Interlocutory, is proper in
 where the Judge decides some Incident question arising from
 the principal cause; of which Nature are Acts of process, such
 a sentence is called Interlocutory, because in our Interim Regni
 -two pendente causa principalis. But in our Style of Courts,
 the word Interlocutor is used in a more General sense, to signify
 any Manner of Judicial sentence.

A Definitive sentence, is that whereby the principal
 cause is held to be Determined as to such Instance, or Action,
 or as to the Ground of Suit, called a Decree or Decretive
 This in France is termed Unverdict; and in England a Judic-
 -ment or Decree, which more properly signify a determination
 upon a point of Law, than a Determination of the right of
 -parties. This sentence is either Condemnatory, when the Do-
 -pender is Condemned; or absolutionary, when he is absolved of Requ-
 -it.