

forefaid, as to no part or parcel thereof being received; if the lease cannot be procured, the deposition of a sufficient witness ought to be obtained, in which should be set forth the nature and terms of the lease, as circumstantially as may be.

Here note, that between a debt by obligation, and a debt for covenant broken, there is not any priority or precedency, but the executor may pay which he pleases first. Godolphin, fol. 220,

The fourth or last class includes all sorts of debts on simple contract, such as accounts, and all others not comprehended in any of the foregoing classes.

An *account* fully proved in time, that is, within a twelvemonth after the first article therein charged shall become due, with a receipt, specifying the particular sums paid in discharge of such account, is a sufficient voucher; unless the debtor died after the date of the probate to said account, in which case, the creditor must make an additional probate,

Vouchers of the 4th class.

What amounts to a legally proved account.

Where the debtor dies after the date of the probate.

*That he hath not received any part of said account (save what is credited) in the life time of the deceased, since the date of the last probate.*

C

And