

No. 20. 1739, Dec. 5. T. M'DOWALL *against* BARBARA M'DOWALL, &c.

(THE Notes relative to this case are subjoined to the text.)

No. 21. 1740, July 16. EARL OF BREADALBANE *against* MENZIES, &c.

THE Lords found that servitude of pasturage and sheilling upon a Royal forest may be acquired by prescription, and that Culdares and Kirknock have prescribed the same; and remitted to the Ordinary to hear parties as to the extent of the servitude, both as to the limits of the ground and the number of cattle. I had no difficulty as to any part of this but the first, whether by the law of Scotland a servitude is prescriptible, notwithstanding the acts of Parliament, on a Royal forest.

No. 22. 1740, Dec. 7. GEDD *against* BAKER.

See Note of No. 28. *voce* ADJUDICATION.

No. 23. 1741, Nov. 24. GULLIN *against* HENDLY.

See Note of No. 1. *voce* FOREIGN.

No. 24. 1742, Dec. 2. LORD LOVAT *against* LORD FORBES.

FIND that Lord Forbes may claim the benefit of the English statute of limitations; but remit to the Ordinary to hear parties, whether he is in the case of the exception from that statute. This last I moved because of the dispute in our roll not yet decided betwixt Middleton and Colonel Cathcart.

• * * The case of Middleton is thus mentioned, 9th December 1742:

THE first question is, Whether the law of England or of Scotland must be the rule of judging in the question of prescription of this transaction, which passed in London in 1720?—and we agreed to the judgment given 2d instant, betwixt Lord Lovat and Forbes, that the English law was the rule; but what the construction of that law was, we all doubted; particularly first, Whether being in Scotland is the same as being beyond seas? 2dly, Whether the words “at the time of any such cause of action given or accrued,” means when it first accrued, or any time within the six years? And as to both points, allowed either party to bring what evidence they can of what is the law of England.

No. 25. 1743, Nov. 25. GARDEN of TROUP *against* MR T. RIGG.

See Note of No. 1. *voce* ADVOCATE.

No. 26. 1745, June 7. JOHNSTON *against* BALFOUR of Beath.

By marriage contract 1650, betwixt Robert Stuart of Beath, and the pursuer, she was provided to the liferent of the house, yards, and coal, and to an annuity to be uplifted out