

1740. December 5. GEDD *against* BAKER.

No. 22.

MINORITY must be deducted in all long prescriptions, positive as well as negative. *Vide* ADJUDICATION, No. 28. *Vide* Blair, 1st July 1741, No. 8. *voce* MINOR. (See DICT. No. 83. p. 10789.)

1741. November 24. GULLIN *against* HENDLY.

No. 23.

ENGLISH double bond,—one having pleaded in defence against it, *quod solvit ad diem*, being more than 20 years from the term of payment; and being overruled upon certain circumstances, he pleaded next *non est factum*; but the Lords found that plea not now competent, after he had pleaded the other and been overruled. (See DICT. No. 26. p. 4465.)

1742. December 2. LORD LOVAT *against* LORD FORBES.

No. 24.

FOUND (as in the case, No. 17. *supra*, Captain Rutherford against Sir James Campbell) that the English statute of limitations might be pleaded here in bar of a promissory-note, granted in London by one Scots peer to another Scots peer; but referred to be heard, Whether the prisoners coming to Scotland gave him the benefit of the exception in that statute? (*vide* 4. H. 7. Plowd. 366.)

* * * The like found 9th December 1742, Cathcart of Corbieston against George Middleton.

* * * See DICT. No. 63. p. 4508, No. 65. p. 4512, and No. 66. p. 4514.

1743. November 25. GARDEN of Troup *against* MR THOMAS RIGG.

No. 25.

INDEFINITE receipts of payment interrupt not the prescription of any particular debt; nor a general submission of all claggs and claims, without evidence that the bond in question was claimed; nor a submission where the subscriptions are totally cancelled and torn. (See DICT. No. 442. p. 11274.)