

1760. November 18. PRINGLE *against* MURRAY.

No 71.

A BILL drawn, payable by a tenant to his landlord, had not been pursued on for 19 years; but bearing a partial payment, made 10 years before, and the drawer making oath that it was still unpaid, the LORDS sustained action, and found the contents were resting owing, although it was proved that there were several posterior clearances of rent between the master and tenant, and discharges of all bygone rents.

Fol. Dic. v. 4. p. 120. Fac. Col.

* * This case is No 198. p. 1639. *voce* BILL OF EXCHANGE.

1783. January 31.

Ranking of the CREDITORS of the YORK-BUILDINGS COMPANY.

No 72.

THE greatest part of the debts due by the York-Buildings Company were constituted in the form of English penal bonds, the nature of which is, that the debtor, upon his failure to pay at the stipulated term, is subjected in the double of the sums advanced.

The creditors in some of these bonds, upon which no diligence had followed for more than 20 years after the term of payment, having claimed to be ranked, the common agent

Pleaded, By the law of England, which must limit the endurance of debts contracted in that country, a presumption of payment arises from bonds of this sort having been allowed to lie over for 20 years, which cannot be elided but by proof brought by the creditor that the debt is still outstanding.

Answered, The bankrupt situation of the Company ever since these bonds were granted, and the real incumbrances which affected their property of every kind, remove in this case all presumption of payment arising from the creditors' taciturnity.

THE LORDS "repelled the objection, in respect, from the special circumstances of this case, there is no room for the presumption of the bonds having been paid by the Company."

Reporter, *Lord Monboddo.*

Partibus ut supra.

G.

Fol. Dic. v. 4. p. 120. Fac. Col. No 86. p. 133.