No. 4. 1735, July 10. GRAHAM *against* DOUGLAS.

THE question was, Whether a servitude *in corpore* of a feu right in favours of a third party not the superior, could be lost by the negative prescription. The Lords adhered, finding it prescriptable.

No. 5. 1735, Nov. 14. A. *against* B.

IN a process declaring servitudes of peats and turf, of which long possession had been had, but upon a defective title, an instrument of interruption in 1688 being produced, but not registrate in terms of the act 1696, the pursuer being a purchaser in 1695, and the act regulating bygone interruptions,—the question was, Whether it also respected and was in favour of purchasers prior to the act, or only in favour of subsequent purchasers? The Lords found, that purchasers before the act had the benefit of it, and repelled the interruption, and declared the servitude.

No. 6. 1736, Jan. 31. MERCER *against* IRVINE.

THE Lords unanimously sustained the tutrix's defence upon the prescription of tutors' accounts, 20th January. 31st January The Lords unanimously adhered without answers;—and most of us were of opinion that even protutors and procurators accounts fall under the act of prescription. *Vide* act of sederunt anent protutors, &c.

No. 7. 1736, Feb. 3. BLAIR *against* SUTHERLAND.

THE Lords altered the interlocutor, and found the debt prescribed.

No. 8. 1736, Feb. 6. JEAN and ELIZABETH HALIBURTON *against* GRAHAM.

THE Lords sustained the prescription, 12th July 1735. 6th February 1736 They unanimously adhered.

No. 9. 1736, Feb. 11. MARY SEATON *against* FORBES, &c.

THE Lords thought the action not prescribed, since the deed remained so long latent, nor did they think the disposition prescribed, because of the reserved liferent, and therefore the prescription could not run. But remitted to the Ordinary to hear further upon the time of delivery and filling up the trustee's name.

No. 10. 1736, July 27. THE DUKE OF ARGYLE *against* CAMPBELL.

FOUND that the process 1704 interrupted the prescription only of wages that fell due in three years before that process; 2dly, that the annuity delivered did not stop that prescription.