No 291.   1687. *February.*   IRVING *against* MAXWELL of Barncleugh.

FOUND that alimenting, and process of defence thereon, do not prescribe in three years, that not being in the case of men's ordinaries mentioned in the act of Parliament.

The like was found betwixt John Dick and Walter Gibson, merchant in Glasgow.

Harcarse, (PRESCRIPTION.) *No* 776. *p.* 220.

No 292.   1688. *February.*   WILLIAM BAIRD *against* Mr JOHN MONTGOMERY Writer.

FOUND that the act of triennial prescription of servants fees, viz. act 83d, Parl. 6. James VI. did not concern bargains of sale for moveables.

Harcarse, (PRESCRIPTION.) *No* 778. *p.* 220.

No 293.   1692. *December* 21.   JAMES BAYN *against* ————.

JAMES BAYN wright, having reclaimed against an interlocutor, finding that wright and mason-work not pursued for within three years, fell within the compass of the triennial prescription, introduced by the 83d act 1579 ; *alleging,* That was only in merchants accompts, and not in such tradesmen's, where the work was durable and permanent for many years ; and that rents of lands in the country, and seamens wages, had been found not to be included in that act ;—the LORDS found no reason of diversity, but that they prescribed as well as other tradesmen's accompts.

Fol. Dic. v. 2. p. 120. *Fountainhall, v. 1. p.* 535.

No 294.   1694. *June* 8.   ELIZABETH TWEEDIE *against* WILLIAMSON of Cardrona.

ELIZABETH TWEEDIE, relict of Nisbet, mason, pursues Williamson of Cardrona, upon an agreement for the wages in building his house. *Alleged,* It is not pursued within three years, and so is prescribed by the act of Parliament 1579, *quoad modum probandi* by witnesses. *Answered,* This is not of the nature of house-mails, servants fees, &c. and therefore cannot be comprehended under the general clause, because these things are soon consumed and gone like fruits ; but it ought not to hold in houses, and such things that remain and are of long endurance ; and she ought to be allowed to prove by witnesses present what was the bargain, and she was content to stand to his oath as to his payments ;