

the Captain ; and which last obligation was not prescribed, diligence having been used on it by horning and inhibition. (See DICT. No. 218. p. 11015.)

No. 8.

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1736. February 11.

MARY SEATON, *against* FORBES of Blacktowni, and KEITH of Braxie.

No. 9.

A DISPOSITION of lands reserving the granter's liferent, latent for the years of prescription, on reduction being brought against it by the heir *ex capite lecti*, and other grounds ; the action was found not prescribed, because the disposition was latent without either infestment, possession, or process ; and the disposition itself was found not prescribed because of the reserved liferent.

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1736. July 27. The DUKE of ARGYLE *against* CAMPBELL.

No. 10.

SERVANTS WAGES,—the three years prescription runs *de die in diem*, and not only from their leaving the service, as merchants accounts do. *2dly*, The *annus deliberandi* of the master's heir is not to be discounted, and does not stop the prescription.

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1737. January 14. FERGUSON of Auchinblain *against* MUIR.

No. 11.

HOUSE-MAILLS,—the triennial prescription runs *de die in diem*, as servants fees, and not from the tenants removal ; and therefore sustained as to all preceding three years, though the tenant was still in possession, unless the pursuer prove resting owing. (See DICT. No. 308. p. 11103.)

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1737. January 17, June 17.

SIR ROBERT DOUGLAS of Glenbervie *against* SIR JOHN SCOTT of Ancrum.

No. 12.

INTERRUPTION of prescription of a bond by a principal and cautioner, as old as 1666, whereon no document had been taken till 1713, sustained upon a holograph discharge by the creditor to the cautioner in 1675, though generally *holographum non probat datam*, and though the payment by the