it should stop the running of prescription as to all rights now in the Earl's person;—and the Lords found the first, that it stopped prescription only as to the apprizing. 3*dly*, We repelled an objection to the prescription on Ulbster's and his author's *mala fides*. No. 27.

1746. *July* 30.
WALTER RUDDIMAN *against* TRADES MAIDEN HOSPITAL.

No. 28.

A REDUCTION, on the act 1621, was within these two or three years pursued of a mortification to the Maiden Hospital, in the name of the executors of Thomas Smith, upon a bond dated in 1689, and never heard of since that time, assigned in 1695 to a blank person, the bond registrated in 1703, but the assignation not registrated till 1733, about 44 years after the date of the bond, and then the blank filled up with a hand different from the writer of the deed, in the name of Thomas Smith, the cedent's grand-child, (then a child of seven or eight years of age.) The defence therefore being, that the bond was prescribed, the reply was, the assignee's minority, which was proved, so that it came to the question when this blank is presumed to have been filled up and delivered;—and notwithstanding several other very suspicious circumstances, the Lords found it filled up and delivered of the date.—Adhered. (See DICT. No. 355. p. 11155.)

1747. *July* 21. JOHN CAMPBELL *against* COLONEL HALKETT.

No. 29.

EARL of BREADALBANE, in 1688, got the Council's recommendation to the Treasury for L.300 sterling, and in 1693 he gave it to Sir Patrick Murray, Receiver-General, on his holograph obligement, to pay the money if it should be allowed to him in his accounts in 1696. It was allowed, and in 1736, when the 40 years prescription was almost run, John Campbell, Cashier to the Royal Bank, as assignee by the Earl, pursued Colonel Peter Halkett, as representing Sir Patrick Murray, for the money. Minto first sustained the 20 years prescription, and 14th January 1747, we adhered. But afterwards, 19th February, we altered, and found the obligement probative of the facts therein contained; for the majority then thought that the holograph obligement was not the ground of action, but Sir Patrick's account in Exchequer, and that the obligement was no more than a declaration of the trust. But thereafter we altered a second time. We did