scribed, or whether they were not to be held as separate grounds of debt, liable to separate prescriptions?

It was said, That if a merchant in Edinburgh, furnishing clothes to anybody, should take it into his head to pay his doctor's and writer's accounts for him, these articles would certainly not be held as articles of his open account, and so be safe against prescription: But Lord Elchies said that the case was different,—that the keeper of the madman here was to be considered as a *curator bonis*, whose business it was to furnish everything for the person under his care, and, among other things, to pay the expenses of his own nomination, as much as it is the merchant's business to furnish his customers with clothes. And so the Lords unanimously found.

1753. *November* 30. CLAIM, ALEXANDER FRASER, Second Son of LORD LOVAT, *against* HIS MAJESTY'S ADVOCATE.

THE Lords found that a bond of provision, bearing date in the year 1742, granted by my Lord Lovat to his said second son, and found in the son's possession, was not presumed to have been delivered of the date, nor at any time before the 24th June 1745, in a question with the crown, who in this respect was considered as a creditor, or onerous purchaser: but found that the presumption of its not having been delivered, as aforesaid, was taken off by a presumptive evidence that the bond was delivered on the 10th of June 1745; the amount of which evidence was, that a bond of provision was delivered of that date by my Lord Lovat to his son: but what the date of that bond was, or for what sum, none of the witnesses could say; so that there was no direct proof that it was the very identical bond which was executed in the year 1742.

1753. *December* 10. SIR ROBERT GORDON *against* DUNBAR of NEWTON.

IN this case, the Lords found that it was a good defence against a plea of immemorial possession, to say that the possession had been interrupted, and that the possessor had been out of his possession for years together; because, as Lord Elchies said, though a single act of interruption would not take away the benefit of immemorial possession, however it might interrupt prescription, yet if the party so far gave up his right as to relinquish his possession for years together, he loses the benefit of immemorial possession, though he afterwards begin to possess again; for immemorial possession is a possession without discontinuance, past memory of man, from whence a right is presumed from the acquiescence of parties; but that presumption ceases if it appears that the party has at any time suffered himself to be turned out of possession.

This opinion was given in a question about a limestone quarry said to be acquired by immemorial possession.