1740, when the inhibition was used, and also for each year since. But the Lords, on a reclaiming petition and answers, "Found that the inhibition was derelinquished, and could have no effect,—and remitted to the Ordinary to proceed accordingly.

1763. The EARL of HADDINGTON *against* The EARL of HOME.

THE Earl of Haddington, as titular of the teinds of the parish of Coldsfield, in July 1753 executed an inhibition against the Heritors of the parish in common form.—The Earl of Home, as proprietor of Old Hirsle, was one of them. He possessed in virtue of a tack unknown to Lord Haddington; so it was alleged that no inhibition could affect a tack of which the inhibitor was ignorant. Nothing was done till 1763, when Lord Haddington brought an action for the teinds, not by way of spuilyie, referring to the inhibition, but by way of petitory action *simpliciter*. The Lords, on a complex view of the case, found that the inhibition was not sufficient to subject the Earl of Home to the full teinds. Lord Home had a *quasi* title to the teinds in the rights of his estate.

1763. *December* 7. M'MORRAN *against* EARL of SELKIRK.

IN a case between M'Morran of Glaspine and the Earl of Selkirk, decided 7th December 1763, the Lords found that a citation on a summons did interrupt tacit relocation in teinds equally with an inhibition; but, on a reclaiming petition, they altered, and found *not*. See Ersk., p. 358.

1765. The EARL of LAUDERDALE *against* INGLIS of REDHALL.

AN inhibition of teinds does not interrupt the acquiring a right to them by the positive prescription. The contrary had been found, *25th January* 1678, *Duke of Lauderdale*.

INSURANCE.

IN insurance of ships, a wilful deviation from the voyage, with the knowledge and consent of the insured, but without the knowledge or consent of the insurer, will evacuate the insurance. But the question is, Will this be the case where neither the insured nor insurer do consent to, nor know, of the deviation.

STEVEN and COMPANY *against* DOUGLAS.

AN advertisement was published in the Belfast newspapers, 23d November 1770, in the following words:—"For Greenock—The Belfast Trader, John Haughton, master, now at the quay, taking in goods,—will certainly sail the 25th instant."

In consequence of which Mr Stuart at Belfast, agent for Steven and Company at Greenock, put aboard that vessel a quantity of hides—of which he advised his constituents, and got a bill of lading from the master on the 27th. On the 8th of December the vessel took out a clearance from the Custom House at Belfast, as bound for Greenock, and without mentioning any other port.

It appeared, however, that some goods had been put aboard the vessel to be delivered at Stranraer.

The vessel set sail 11th December, and that same night, betwixt the 11th and 12th, was wrecked near Girvan, and the whole crew perished.

The same day, about noon, insurance was made on this vessel at Glasgow, with Douglas, who underwrote a policy upon her for L.80. The terms of the policy were, beginning this adventure at and from Belfast, to continue and endure until the said Belfast Trader, with the said goods and merchandize, shall arrive at Greenock or Port-Glasgow, and be there safely unloaded.

After the loss of the ship, Douglas disputed the payment of the sum insured. He insisted that any deviation, which totally altered the risk, liberated the insurer: That though in this case there was not, nor could not be, a direct proof of the deviation, the crew being all lost, yet, from facts and circumstances, there was proof sufficient to show that the ship did intend to go to Lochryan, to land the goods she had on board at Stranraer, and that the loss actually happened in the course of deviation; the wreck being found quite out of the ordinary course between Belfast and Greenock.

On the other hand, it was denied that there was any proof of deviation; and further, that no deviation whatever, made by the shipmaster, without the knowledge of the insured, provided the insured was not an owner of the ship, could vacate the insurance.

The Lords found the deviation proved, and assoilyied the insurers.

Another case occurred,

1776. *January* 23. WILSON and COMPANY, Merchants in Glasgow, *against* ELLIOT and OTHERS.

Wilson and Company, intending to send some tobacco from Carron to Hull, sent the tobacco to Carron; and a few days after, their broker, by their order, presented a policy to be underwrote by Elliot and others, to insure the tobacco from Carron to Hull, with liberty to the ships to call as usual, Upon the remonstrance of Elliot, &c. that this liberty was too general, some communing passed betwixt them and the broker; and it was filled up, with liberty to call at Leith, but without authority from Wilson and Company.