The *ratio dubitandi* was, That the Protestant heir was required, by the words of the statute, to make up his titles by service.

To which it was answered, That, in another clause of the Act, there was mention made of the Protestant heir's prosecuting his right by service, or other legal means; and that it would be hard to deny this heir the privileges that other heirs had of making up their titles, by granting a bond to a trustee who charges them to enter heir, and thereupon adjudges the estate; which was the way that the Protestant heir, in this case, had made up his titles. Which the Lords sustained.

1740. *January 22.* TARRAS *against* INNES.

[Elch., No. 21, *Bill of Exchange;* C. Home, No. 141.]

THE question here was, When an accepted bill, payable three days after sight, began to bear interest; whether, from three days after date, or three days after a demand made, which in this case was the citation in the process, since no demand earlier could be instructed?

The Lords found, That the sight began when it was accepted, and that, as the bill bore for cash instantly received, and that as the acceptor was the person who received the cash, the presumption was that it was accepted at the time of the date; and therefore found that it was the same thing as if the bill had been payable three days after date, from which time they found interest due.

The President was against the decision, and declared it his opinion, that, if the point were yet entire, no bill should bear interest that is not negotiated; and that even an accepted bill, payable on a certain day, should not bear interest from that day, unless it was protested for not payment, as it is the law in England, and as it was once found to be the law in Scotland; for it is exceeding hard upon the debtor to be obliged to have his money ready at the day, and not know whom to pay it to, since the bill may go through twenty different hands.

1740. *January 22.* TARRAS *against* INNES.

IT was debated, in this case, whether the lowest kind of thirlage, when neither the *invecta et illata* nor *omnia grana crescentia* are thirled, extends to the farm-meal, or only to the meal which the tenants have occasion for, for the use of their families.

The Lords found, That, in this case, it did not extend to the farm-meal; but the most of them founded their opinion upon the specialty of a *res judicata*, in