

No. 29. not adhere to our interlocutor, 14th January, but took the whole circumstances of the case under consideration, and found that no action lay on that obligation, 9th June 1747.—Adhered, 21st July.

No 30. 1749. *January 25.* MALTMEN OF GLASGOW *against* ROBERT TENNENT.

FOUND the Corporation of Maltmen of Glasgow sufficiently established by ratifications in Parliament in 1612 and 1672, and the positive prescription, notwithstanding the acts against them, act 29th 1567, and act 15th 1669.

No. 31. 1749. *January 24.* HARROWAR *against* WELLS.

A VERBAL bargain setting hay in steelbow for 19 years, when a written tack of the land was granted for that space *anno* 1723, but that part of the bargain not inserted in the tack, nor reduced into writing, was notwithstanding thereof, and of the 9th act 1669, found proveable by witnesses, and Kilkerran's interlocutor altered, *renitente* President, as I was told, for I was in the Outer-House.

No. 32. 1749. *June 28.* WEMYSS *against* ALEXANDER CLERK.

A MESSENGER in 1721 gave receipts to a merchant for some bills, on which diligence had followed, without saying for what end, but probably to recover payment; and in 1744 he sued him upon these receipts to return the bills or pay the contents, and Kilkerran decerned. But on a reclaiming bill we refused to sustain action upon such receipts, at so great a distance of time, though there was no prescription, because the defender did not disown his subscription, but averred in general that he had either returned the writings or paid the money, if he received any payment from the debtors.

No. 33. 1749. *November 10.*
HENRY ELLIOT in Flatt, *against* WILLIAM ELLIOT of Kirklands.

IN a reduction of a disposition dated 1692, on the act 1621, the question occurred, Whether by the act 1617, the positive prescription can run against