No. 3. 1736, July 27. DUKE of ARGYLL *against* CAMPBELL, (DOUGLAS.)

FOUND that the process 1704 interrupted the prescription only of wages that fell due in three years before that process; 2dly that the *annus deliberandi* did not stop that prescription.

No. 4. 1737, Feb. 8. JOHN HAMILTON *against* JAMES PETRIE.

(This case is stated in the Notes exactly in the same words as in the Dictionary.)

No. 5. 1751, Nov. 26. CREDITORS of EASTERFEARN, *Competing*.

ALEXANDER Ross of Easterfearn in 1692 acquired a proper wadset for 3000 merks on the wester quarter of Meikle Allan, and paid a considerable superplus duty to the reverser. After his death his son and heir William Ross without making up any titles possessed the wadset and acquired the reversion and whole property of the lands and was infeft, and contracted debts, and gave an infeftment, now in the person of Alexander Ross; and after his death his creditors adjudged from his son on special charges to enter heir to him. But thereafter Robertson and others adjudged from the son as charged to enter heir in special not only to William the father but to Alexander the grandfather to make a title to the wadset, and thereupon insisted to be preferred to the other creditors on that wadset right. The case was reported by Drummore. We agreed that the wadset, whether proper or improper was not extinguished by William's possession, because he was both wadsetter, (at least the wadsetter's heir) and also reverser; but we unanimously found that William being infeft in the property of the lands on John Monro's disposition, and also apparent-heir in the wadset, though he did not complete his title as heir, and having on the faith of his right as proprietor granted infeftments and contracted other large debts, that the wadset-right could not now be reared up in order to defeat those debts; and therefore repelled the objection for Robertson to Captain Ross's infeftment, and to the adjudications that had proceeded without any special charge to old Alexander. In this case Robertson quoted both the cases of Dundonald and Coulterallers; but it was answered that in both these cases, the rights of the creditor were sustained, particularly the Marchioness of Tweddale's in the first, and Dickson of Kilbucco in the second, though the decisions between them went on the footing of the investitures; and the President told me that after parties had agreed Dundonald's case and thereon got the judgment of the House of Lords affirming our decree, he understood that if it had not been agreed, our decree would have been reversed. What greatly influenced my opinion as well as that of some others was, that the right acquired from Monro was truly the substantial right of property, and the wadset though *figura verborum* a temporary right of property was in reality no more than an encumbrance extinguishable by a single renunciation or order of redemption, which William might have used as reverser, against himself as heir of the wadset.

*** The case of Menzies against Dickson here referred to as *voce* SUPERIOR AND VASSAL. is No. 4. *voce* *HEIR CUM BENEFICIO.*