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.