

and to say, after the lapse of twenty years, "These are the warrants of your decret." The creditor may answer, that the warrant produced is not the warrant of the decret on which he founds.

On the 16th January 1782, "The Lords found that the pursuers cannot, after the lapse of twenty years, object to warrants not produced by the defender;" adhering to the interlocutor of Lord Monboddo.

Act. D. Rae. *Alt.* Ilay Campbell.

1782. *January 23.* HUGH WATT *against* HENRY RITCHIE.

INSURANCE.

A Ship, whose name had been lately changed, having been insured under the former one, such Insurance was found ineffectual.

[*Fac. Coll. IX. 43 ; Dict. 7074.*]

HAILES. It is singular that the two policies differ in all particulars,—in the name of the ship, in the voyage, in the parties concerned,—and that the only thing in which they agree is in the name of the master, which the pursuers hold to be a circumstance of no moment. How can the underwriter be liable in both policies, as on one ship and cargo, when he had all reason to suppose that he was insuring *one* ship and the cargo of another?

GARDENSTON. If the insurer was in the knowledge of the ship being the same, I should doubt; but that is not alleged, and indeed seems not to have been the case.

On the 23d January 1782, "The Lords sustained the defences, and assolied the underwriter;" adhering to Lord Westhall's interlocutor.

Act. R. Cullen. *Alt.* Ilay Campbell.

1782. *January 29.* WILLIAM FULLARTON and OTHERS *against* ARCHIBALD STEWART M'ARTHUR.

BILL OF EXCHANGE.

A Bill was made payable after the decease of the Drawer: he lived thirty-seven years after it: Action refused on it.

[*Fac. Coll. IX. 45 ; Dict. 1408.*]

BRAXFIELD. This is not a legacy, but a right altogether anomalous.