

A doubt was started by one of the Judges, whether an interruption of the sexennial prescription by writing, was to be considered as a renewal of the voucher, so as to make room for a new course of the same prescription, to be reckoned from the date of the interruption, as was found in the case of the septennial limitation of cautionary engagements, Gordon, No 233. p. 11037.; or whether the operation of the statute being thus completely done away, the bill would subsist as a legal instrument for 40 years, unless, from the circumstances of the case, there arose a presumption of payment. But it was not necessary to determine the point.

Ordinary, *Lord Eskgrove.* Act. *Maconochie.* Alt. *Armstrong.* Clerk, *Menzies.*
G. *Fol. Dic. v. 4. p. 103. Fac. Col. No 211. p. 444.*

No 334.

1793. November 19.

DOUGLAS, HERON & Co. *against* TRUSTEES OF ANDREW GRANT.

No 335.

THE sexennial prescription of bills runs from the last day of grace, and not from the day of payment.

Fol. Dic. v. 4. p. 102. Fac. Col.

*** This case is No 108. p. 4602. *voce* FOREIGN.

1795. March 3.

VISCOUNT ARBUTHNOT *against* JOHN DOUGLAS.

No 336.

IN 1770, Mr Douglas, on his son's marriage, conveyed to him the lands of Tilwhilly, under burden of his debts, and reserved to himself the lands of Inchmarlo, free of all burden.

IN 1772, he delivered to his son a list of his debts; but no steps were taken to authenticate it, as relative to the son's obligation. The son died in 1773, leaving the present Mr Douglas of Tilwhilly in infancy.

The list of debts was found in his repositories, marked in his own hand writing, "List of Debts, Tilwhilly elder, 1772."

In that list, the late Viscount of Arbuthnot was marked as a creditor for L. 6000 Scots, or L. 500 Sterling, and a Mrs Reid for L. 1800 Scots, or L. 150 Sterling.

IN 1775, Mr Douglas of Inchmarlo brought an action against his grandson, narrating the facts above stated; and concluding, that he should be ordained to relieve him of the debts contained in the list.

The Court allowed the different creditors to be examined on oath, as to the verity of their debts.

A decree of constitution, obtained by the debtor in a bill, within six years from its date, against a person bound to relieve him, found not to interrupt the sexennial prescription in favour of the creditor in the bill, although he had been examined on the verity of his debt in the process of constitution, and had, on that occasion, produced his bill.