

could have no action upon the bond, by reason of the act of Parliament James III. cap. 36. all obligations to be pursued within the space of 40 years, or else to prescribe; and so the said bond being an obligation, bearing the words binds and obliges, ought to prescribe. To the which it was *answered*, That the present bond could not be comprehended under the act of Parliament, because it was for the deliverance of a reversion; and a reversion which was an heritable title could not be comprehended under the act of Parliament; no, neither a bond for the deliverance of a reversion *quia fuit ejusdem naturæ*. THE LORDS found by interlocutor, That the present bond, because it bore for the deliverance of a reversion, could not prescribe nor come under the act of Parliament.

Fol. Dic. v. 2. p. 98. Colvil, MS. p. 415.

No 23.

1589.

A. against B.

THERE was an obligation sought to be registered, which contained the discharge of a reversion, and to make lands redeemable. It was *alleged*, That it was 50 or 60 years since the making of the said obligation, and so, according to the act of Parliament, prescribed. *Answered*, That because the obligation and bond thereof were heritable, *et sapiebant naturam hæreditatis*, it could not be comprehended under the act, and so was found by the Lords.

Colvil, MS. p. 441.

No 24.

1618. March 17.

A. against B.

PRESCRIPTION of 40 years sustained *contra majores* pursuing for tutors accounts.

Fol. Dic. v. 2. p. 98. Kerse, MS. fol. 244.

No 25.

1618. July 3. GEORGE COURIER against LA. of LAURISTON.

THE LORDS fand, That a decret obtained *in anno* 1615 fell not under prescription.

Kerse, MS. fol. 244.

No 26.

1622. February 26. HAMILTON against LO. SINCLAIR.

IN an action by Sir George Hamilton against the Lo. Sinclair for payment of L. 100 yearly of annualrent, conditioned and obliged to be paid to the Lady

No 27.
Found, that a mutual contract was not liable to the negative prescription.