

of a Current account, runs only from the date of the last Article therein
 15 June 1672. Wood contra Rollo 16 Decemb. 1675 Someruel contra Executors
 of Mirkhead. A current Account consisting of several Articles
 being esteemed one Account. Which was also found to hold in an Ac-
 count of Boats furnished yearly. 2 July 1630 Herries contra. See
 The Reason for Computation prescription from the last Article of
 a running Account is partly, because a person who gets his Articles
 trusted to him before the former are paid, ought not to object the
 Creditors for Relevance and Discretion to his prejudice; partly
 for that Receiving of the last Article, is a tacit passing from
 prescription of the former. But what makes a Current Account
 is much in Arbitrio Judicis, according to the Nature of the Ar-
 ticles thereof. An Account is reckoned current, not only when it
 is all taken off by the same person, but also when some of the
 articles were furnished to one, and others to his Representative
 a Merchant account taken off partly by one before his death, partly
 by his heir then after, was sustained as current both against the
 Deceased and the heir, where 3 Years, Deducting the Year of De-
 cease in which the heir could not be sued, had not English
 bequeal what was furnished to the Deceased, and the raising of a
 Summons against the heir 26 Feb. 1670 Graham contra. Stone-
 byers. But an Account for a persons funerals, Maintenance of the
 family, and their Maintenance to the next term after his death,
 taken off by a Tutorum gestor who was neither heir nor
 Executor, was not sustained to continue the Currency of a former
 Account due by the Deceased to the same Merchant 11 Novemb.
 1709 Lord Justice Clerk and his Lady contra Hamilton of Brax-
 1702. For it cannot be understood a current Account, but
 what (like tacit Rebequeal) is continued bequeal the same
 person or their Representative doing any other Indifferent
 Negotium gestor could not expressly renounce the Prescription
 of Prescription competent to the Representatives of the Deceased,
 and far less could he do it tacitly by Funderado's. A single
 Article in an Account taken on within the 3 Years, was sus-
 tained to make it Current 29 Novemb. & 13 Decemb. 1709 Napier
 contra E. Aberdeen. Because there is no fixed time known in
 our Law, for Contracting Articles in Accounts, which happens ac-
 cording people have Occasion to call for things: and tis sufficient for the
 Creditor in an Account, that he was ordinarily Imployed by the
 Debtor when he had Business or wanted to be furnished. See
 George McLenzie (observ. on Act 83 Par. 6. §. 2) thinks, that
 taking of a bond for some posterior Articles of an Account, do
 hinder the Articles to come in compute with the former to
 make

Make a currency of the Account. A servant can Infringe only 3 Years
 fees by Witnesses, albeit his service was current for these and former years
 12 Feb. 1680 Ross contra Master of Sallatin. The Reason of the Difference
 bequeal Current Accounts, and current fees, is: because Accounts are
 administered by Account Bookers, whose Accounts are not
 to be Infringed, but also to be allowed at the first Infringement, and
 being appointed for the present necessary provision, are supposed
 to be paid yearly without Interruption.

The preference of the Creditors of one Deceased as to his move-
 able Estate to the Creditors of his Apparent heir, is not what
 the former do not exercise Diligence within a Year and day after
 the Deceased's death, as the latter do not exercise Diligence
 high, that every man should have notice of the death of the
 Deceased, and it is also high, that the Apparent heir should be able
 a competent time, after that he should be able to give notice
 to the Creditors, and not to prejudice the Creditors of the Deceased
 but in effect the preference of the Creditors of the Deceased
 in two parts: first, within the Year of Decease, and secondly
 parties involve the Apparent heir, and the Creditors of the Deceased
 must continue their Claims against the Deceased, and the Creditors
 whose term of payment is not come, as Deceased's Creditors
 1711
 Act. 2.

Prescription of 1 Year.

The privilege an Apparent heir hath to discharge the Deceased
 Enter or not, prescribed after Decease of Year and day after his
 Deceased's death Act 106 Par. 5. Act 27 Par. 23. Act 30 Par. 10. Act 31
 birth, if he be a posthumous child, Act 11 Par. 27. See also Act 11
 Deceased because posthumous child, Act 11 Par. 27. See also Act 11
 vide supra page 303. The legal Privilege of discharge is not given
 for personal debts to come in pure passu, is competent to him only
 as appraiser or a Judge within Year and day of the Deceased's
 ing or adjudication first official by his own Act or charge against
 the Deceased Act 62 Par. 1. Act 19 Par. 2. Act 2. Act 2.

The preference of the Creditors of one Deceased as to his move-
 able Estate, to the Creditors of his Nearest of Kin, prescribed if the
 former do not Diligence to affect the same within Year and day of
 their Debtor's death Act 41. Act 5. Par. 4. 11.

The privilege competent to the Creditors of one Deceased,
 that his Apparent heir cannot dispose their Debtor's heritable
 Estate to their prejudice, prescribed by Elapsing of a full Year
 after the Deceased's Decease without Diligence done by them Act
 24 Par. 1. Act 1. Act 2.

A Summons be not Executed within Year and day after its
 Date, it prescribed and Nothing can be done thereon. The Summons
 Executed