

of proof, was not found interrupted by a General charge to Enter
but not mentioning particularly the Account 17 July 1708 Thomson and
Hay contra E. Lilligori and his Executors.

Formerly Interruption once used was effectual for the space of 40
Years 22 July 1664 Mont gomery contra Rume 28 June 1666 L.
Philorth contra Lord Gyazero. But now all Citations for Interruption,
whether of Real or personal rights prescribe if not renewed every seven
Years except the parties be Minors act 10 Dec. 2 Sept. 1 Ch. 2. Action
of Wrongful Imprisonment raised within the time of three
Years, prescribe if not satisfied in Yearly thereafter till 6 Sept. 17
K. M. Where several persons have Interest in the same thing or right
as mortgagors, or Creditors, or are liable to Deliver or pay as debtors,
whether principal or part tenants; a demand made by any one, or
against any one of them, interrupts Prescription with respect to
them all. L. v. C. de Dec. Feis 18 Decemb. 1667. Nicolson contra
L. Philorth 23 Feb. 1714. E. Marchmont contra Rume 18 Feb. 17
Feb. 12 § 26. For the whole right being demanded, every Joint mo
rtgagor or Creditor, preserves thereby that share of the Right that
is common to him in Common with others; And the Joint obligation of
several Debtors and undertakers to do one and the same with respect to
the Creditor. The Donation of a forfeited estate having Interruption
by receipt into his possession of a part thereof; the Benefit of the
Interruption was, after Rescinding of the forfeiture, found to inure
to the person Restored vizus Sir Melbath, Albeit he Denied his
right from the Donation 28 Feb. 1666 E. Lawdore daie contra L.
Oxford. Giving or Assigning for part of a debt, interrupts inter
:tion of the whole. Arrestment of the Mails and duties
of any part of a Barony, interrupts prescription as to the whole
Barony, Melenzie Inst. lib. 3 Feb. 7 § 20. A Charter of Burialge
and possession of part of the ground Prescribed, was found sufficient
to Exclude prescription of the Minutes of all the farms ground
on the lands Thirtie 26 June 1635 L. Warrington contra Rume
payment either of a part of the principal sum or Annual rent
by Virtue of a bond, doth Interrupt prescription of a bond as to the
principal sum. But payment of some Years Annual rent
of a part of the principal sum, doth not Interrupt prescription
of any by gone Annual rents not paid for within 40 Years
being otherwise by gone Annual rents feu duties, or the like
Annual prestations might be Claimed for 80 Years past if
Year had been paid within 40 Years last; Contrary to the Common
Custom which doth ever put in the defence of prescription as
to all preceding Years before the Summons, Albeit payment
had been made Yearly since the fortieth Year for Annual

being a unia prestatio and an obligation necessary to that for pay
:ment of the principal sum, every Year Impor to a separate obligat
:tion which prescribes by 40 Years before, and the prescription
is not Interrupted by payment of subsequent Annual rents or
a part of the principal 7 Feb. 1672 Blair contra Blair. A right
of Annual rent due out of two distinct tenements, is preserved
Intire as to both, by applying the same out of either, the in the
hands of several Successors 22 June 1691 Lord Baimarion
:tra Hamilton. But being for one part of a Mutual contract,
was found not sufficient to Interrupt prescription as to the other
part, for full filling whereof the party Interruption was no Debt
:gencies nor did event thereon when paid by the other, 27
Novemb. 1630 L. Lawdore contra L. Gairdrie which might
wise done, and the Summets that is to say, a full right of the
:gality continues in possession in taking and answering
most part of the Debt, and not in part, and in such manner
others, who were not once required in time, for the space of 40
Years but do constantly answer at the Debt, and 28 Novemb.
1691 L. Craigiean contra Rume of Dundee.
The whole possession of a thing, or the whole of a right
without any form of law or Justice, is to be the real possession
as possessor, and the time of the interruption is to be full
right lost because he was the right to enter again to his possession
617 pr. If he acquir. vel another poss.

Chapter 4.
The Rules of law observed in a Contention and Handling
of rights and Diligences

Tit. 1.
General Rules in Contentions.

A man can claim preference only upon grounds arising from
his own right, and not upon what arises only from the right of ano
:ther. So it was found in the case of a Superior to quarrel in a Charters
and Improbation, an Apprising of a Charter granted by his prede
:cessor to the Appriser Debtor, for want of the grounds and Warrant
thereof 31 January 1712 E. Forfar contra Gilchagie. Tho the debtor in
the apprising and his heir might have quarrelled it. And it was
found not competent to an adjudger of a tenement, to quarrell the
formality of the Execution of a Warrin in a procl. of Remov