

The Lords found that upon supposition that the Lady did not employ Mr Lorimer that he could not plead his hypothec against her.—(17th February 1736.)

No. 4. 1736, June 29. SIR JOHN RUTHERFOORD *against* SCOTT.

THE Lords sustained the defence that the defender left as many goods as would satisfy the rent, and that these goods were intromitted with or poinded by the pursuer the master, though for another debt, and therefore adhered to the Ordinary's interlocutor.—(20th June 1735.)

The Lords altered the former interlocutor of 20th June, and repelled the defence that as many goods were left as was sufficient for that year's rent, in respect of the answer that there did not remain as many at the term of payment, and repelled the reply that these remaining goods were intromitted with by the master himself, in respect he intromitted with them by a lawful poinding for former rents, albeit he had no hypothec for these former rents. 29th June 1736 Altered this interlocutor, and adhered to the former of 20th June 1735. I was absent in the Outer-House when the two first interlocutors of this day were pronounced, and have them only by report, but the two about the hypothec (See No. 5.) were delayed till 12 o'clock.

No. 5. 1736, July 22. PRINGLE *against* SCOTT of Harden.

THE question put was, Whether *currente termino* a master may by virtue of his hypothec stop a poinding of his tenant's cattle till security be given him for his rent, notwithstanding there are then corns sufficient for payment of his rent, or not? and it carried not. For the interlocutor were Royston, Newhall, Minto, Haining, Dun, Monzie, Easdale. Against it were Milton, Drummorie, Shewalton, Coupar, Leven, and the President, but he had no vote, and Murkle did not vote. (*Vide* 20th June, Sir John Rutherfoord, *supra.*)—29th June 1736, This interlocutor altered and the reverse pronounced, though none that were for the last interlocutor altered. We did not determine the specialty mentioned in Harden's petition. 22d July 1736 The Lords adhered to the interlocutor of 29th June.

No. 6. 1737, Feb. 18. P. CRAWFURD *against* TACKSMEN of LANGTOWN.

THE Lords unanimously found, that the crop 1736 was not hypothecated for the rent 1735. 2dly, We also found, that for the crop 1736, whereof the term of payment was not come, both the offers made by the creditor were sufficient, viz. a bond with sufficient caution offered to be delivered to the master himself; 2dly, Consignation of Bank notes in the Sheriff's hands,—which were *separatim* relevant, for the Bank notes would not be a good payment, yet they are good security, and the Sheriff is the County Judge, and the proper Judge in poindings long before the institution of the Session, 21st January.—18th February 1737 The Lords adhered. *Vide* 15th November, (No. 7.)

No. 7. 1737, Nov. 15, 29. P. CRAWFURD *against* TACKSMEN of LANGTOWN.

IN this case, (which see No. 6.) the first point decided was the defence of steel-bow. Arniston and I and others doubted whether the defence might not be good, if there was