

1737. *November 29.*

PATRICK CRAWFURD of Auchnames *against* The TACKSMEN of Langtown.

No. 7.

MOST of the Lords thought, that where there is proper steelbow, whether in corn, straw, or others, the master may stop poinding for his steelbow as well as rent; but the goods appearing plainly to be the tenant's property, and put into the form of steelbow, to give the sellers, who were creditors to the tenant, a sort of security in them, or rather to cover them from the diligence of his creditors; the Lords found the steelbow not duly constituted, and repelled the defence.—Affirmed in Parliament as above, (No. 6.) *Vide inter eosdem voce* POINDING. (See DICT. No. 3. p. 6193.)

1738. *January 31.*

EARL of SUTHERLAND *against* MR DAVID COUPAR.

No. 8.

WRITERS, notwithstanding their hypothec in their clients writings, yet being called as havers by third parties, they must exhibit them *in modum probationis*, even though in a recognition of the client's estate. *Vide* Robert Dalrymple's Case, No. 17. *infra*. (See DICT. No. 52. p. 6247.)

1738. *December 22.*

YORK-BUILDINGS COMPANY *against* DALRYMPLE, &c.

No. 9.

THE Lords found, that Robert Dalrymple, agent for the York-Buildings Company, is entitled to a hypothec on the writings now exhibited for his disbursements, and a reasonable recompense for his pains according to the labour it will appear he has bestowed to the date of this interlocutor, but not to a fixed salary of L.100 sterling *per annum*, (which had been annually allowed in his former accounts with the Company) or arrears thereof; and that Mr Fordyce, cashier for the Company, has no hypothec or right of retention of the debts or instructions thereof affecting the Company's estates or conveyances of the same, taken by him in name of and for the behoof of the Company, for the balance of his accounts laid out in acquiring the said debts and other affairs of the Company, reserving his action against the Company as accords.