

1760. June 17. LAIRD OF HERON *against* ———.

A MAN was in possession of land, and infest upon a disposition from the heir of line. There was a personal deed of entail of the same lands, the heir of which granted a trust bond, upon which the trustee led an adjudication. The question was, Whether this was a sufficient title to pursue a maills and duties against the person infest?—And the Lords unanimously found it was, because the process resolved into a competition of rights and a reduction of the defender's infestment: and it is an established point, that an adjudication upon the trust-bond of any heir is a sufficient title in the reduction, even of an infestment.

---

1760. July 2. KERR *against* TURNBULL.

IN this case the Lords found, that in a grass farm, where the tenant enters at Whitsunday 1751, and pays one half of the rent at Martinmas thereafter, "*for the half year immediately preceding,*" and the other half at Whitsunday 1752, "*for the full year's rent;*" the heritor dying after the Martinmas, the rent payable at Whitsunday 1752 belongs to the executor. The *ratio dubitandi* was, that if the year is computed from Martinmas to Martinmas, then the half year betwixt Martinmas 1751 and Whitsunday 1752 belongs to the year 1752, to which the executor can have no right, as the defunct died before Whitsunday 1752; but the Lords found, that as this was a grass farm, to which all tenants enter at the Whitsunday, and as, by the conception of the tack, in this case, the tenant entered at the Whitsunday, and paid a full year's rent at the next Whitsunday, for the year preceding; therefore, the year was to be computed from Whitsunday to Whitsunday: so that the rent for year and crop 1751 is paid for the year from Whitsunday 1751 to Whitsunday 1752.

*N.B.* The simple rule in this case, and which will apply equally to corn and grass farms, is the crop; without attending to the division of the year, which is arbitrary as to its commencement. According to this rule, the crop, whether of grass or corn, belongs to that year in which it grows and is reaped; and the rent for that crop is divided betwixt the heir and executor, by the legal terms, of the Whitsunday when the crop was sown, and of Martinmas when it is reaped; so that, without inquiring about years at all, it is sufficient to consider whether the rent for that crop be still in the tenant's hands, or if it be uplifted by the defunct; as, in the case of forehand rent, the executor has no claim.

---