

SECT. II.

Rental Rights.

1581. *March.* TUTOR of CASSILLIS *against* LOCHINVAR.

In the action depending between the Tutors of Cassillis and the Laird of Lochinvar, for proving of him that was a kindly tenant, it was alleged for Lochinvar, and he offered him to prove, that the Earl of Cassillis had taken from him, whom he alleged to be kindly tenant, his mails and duties for the space of ten years continually together, whom he had confirmed to be kindly tenant. It was answered, that the allegiance was not relevant, except he would affirm that he had received the said tenant in tack or rental, and that the taking of the mails and duties, except a title had preceded or followed thereupon, could not infer him to be kindly tenant; the which allegiance was admitted by the Lords, and the other repelled.

Fol. Dic. v. 2. p. 417. Colvil MS. p. 417.

No. 32.

There can be no kindly tenant by bare paying of rent, though for many years; but it is requisite that he have either tack or rental.

1613. *November 23.* LAIRD of LEE *against* TENANTS of CARSTAIRS.

In an action of removing pursued by the Laird of Lee *contra* the Tenants of Carstairs, the Lords repelled an exception founded upon a rental set by Bishop Boyd, in respect of Seaton's restitution, while we were forced to reply upon an old rental given to the father by Bishop Seaton.

In the said action, the Lords found, That under the exception contained in the act of restitution of Bishop Seaton of infestments of feu-farm lawfully set by Bishop Boyd, there were not comprehended rentals.

Kerse MS. p. 119.

No. 33.

1621. *November 20.* PARTON *against* DRUMRASH.

Tack set to a kindly tenant after the Rebellion, and before the gift of life-rent and declarator, sustained.

Kerse MS. p. 103.

No. 34.