ment in the same light as a tack *per verba de presenti*, but *collatum in tempus futurum*, and it was an usual form of tacks of teinds for many lives, and many 19 years, to conceive them as if they were so many different tacks, one commencing at the ish of the former, yet being all *in eodem corpore juris*, they have been considered and sustained as if they were all but one tack, 21st December 1736. 26th January 1737, The Lords altered the interlocutor 21st December, and found the obligement not binding on singular successors; and 4th February adhered with answers.

No. 4. 1737, June 21. MELDRUM *against* GIBB.

See Note of No. 13, *voce* JURISDICTION.

No. 5. 1741, June 23. LORD DARNLEY *against* CAMPBELL of Shawfield.

THE Lords adhered to the Ordinary's interlocutor, finding Shawfield liable only for the tack-duty for his own feu-duty, and that he had the benefit of tacit relocation. I was of the small number that were for altering, because I thought the feu-duty not the subject of a lease or tack, but I did not speak. Arniston, who did not either speak, voted to adhere; and yet I afterwards found he had the same doubt with me, that this was not the subject of a lease, and he voted adhere only because the pursuer's own right was only a lease from Crown, which he thought was now void and null. But on a reclaiming bill, this was remitted to the Ordinary. But, after they found there might be tacit relocation, upon a proof they found there was no place for it here,—28th January 1742.

No. 6. 1742, June 4. HENDERSON *against* VISCOUNT STORMONT.

FIND no sufficient evidence that the Castle-mains, and duty payable out of the mill of Highlaw, are part of the four towns of Lochmaben.

No. 7. 1742, Dec. 1. YORK-BUILDINGS COMPANY'S TACKSMAN, BARTLETT, *against* STEWART.

As to the general question, Whether horning is necessary against a tacksman not in the natural possession but possessing by sub-tenants? *vide* my notes on this case. But the question before us turned upon the communing betwixt Stewart and the York-Buildings Company, Whether that was sufficient intimation? The Lords adhered to the Odinary's interlocutor as to crop 1740, and found him only liable for the tack-duty of that crop, but found him liable for the whole rents 1741, though no intimation or warning was made to him before that term, which to me seemed odd. Arniston in the chair gave his opinion in terms of the interlocutor, but seemed afterwards to doubt upon the reasoning.—13th January 1743, Adhered.

No. 8. 1742, Dec. 3. EARL OF EGLINTON *against* HIS TENANTS.

THE corns of three baronies belonging to the Earl being in June 1733 destroyed by a thunder storm of hail so that the produce of the crop in most of them was not sufficient

to pay the seed and expense of labour, and in none of them exceeded the seed and expense, if not in a trifle; the Lords found none of the tenants liable for any rents for that year that they have proved that the produce did not exceed the expense of seed and labour or thereabouts. And in respect the millers did not recover so much multures as to defray the necessary charges of the mill and servants find them liable in no rent.

No. 9. 1744, June 22. STEEDMAN *against* KENNEDY.

THE Lords refused to give Steedman any abatement of the rent of his house at the Cross on account of his entry being incommoded by the rubbish of a neighbouring house taken down and rebuilt.

No. 10. 1744, July 28. EDMONSTON of Ednam *against* BONSTON.

THE Lords found, that a master and tenant having agreed that the tenant remove without warning, this is proveable by the tenant's oath, and that such agreement is binding though no warning was given, and though the heritor was not infeft; and upon the same principle was the decision 15th and 24th January 1734, Carlyle against Lawson, (No. 1. *supra.*)

No. 11. 1746, June 13. DUKE OF NORFOLK *against* THE CREDITORS OF MR MURRAY.

THE Lords adhered to the Ordinary's interloeutor. The Lords in respect of Sir Alexander Murray's consent to the sub-lease found it not competent to Mr Charles Murray and his creditors to insist against the other joint tacksman with Sir Alexander for any damage done by the sub-tacksmen, the York-Buildings Company.—*nem. con.*

No. 12. 1747, Dec. 5. THE DUKE OF BUCCLEUGH *against* ELLIOT.

A BENEFICIAL lease for 19 years set to a man and his heirs, secluding assignees but such as the setter approved of, where a great part of the lands was subset; the tenant breaking, William Elliot a creditor pursued adjudication; and Kilkerran found the tack adjudgeable in a question with the setter. But upon a reclaiming bill we found it not adjudgeable, *rent.* Dun *et* Tinwald. I was exceedingly doubtful and did not vote. 4th November.—December 5, The Lords adhered.

No. 13. 1748, Jan. 7. RUSSELL AND AIKENHEAD *against* BENNY.

UPON my report without informations for advice, the Lords found that a tack of a house and shop in Falkirk for 13 years might be assigned or sub-set without consent of the proprietor, though it contained no power to assign or sub-set; and in general found that the general rule that tacks are not assignable does not extend to urban tenements; *renit.* Arniston (in the chair) Drummore, Murkle, Shewalton, *et me.*