

- No. 10. 1742. *June 29.* ROWAN *against* BARR.
 HYPOTHEC for rents postponed to funeral charges. (See DICT. No. 16 p. 11852.)
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- No. 11. 1743. *February 10.*
 TOD *against* MONTGOMERY of Macbiehill, WELSH, &c.
 AN heritor's factor stopping pointing of the tenant's goods, the creditors offered payment on assigning the rent and hypothec, but the factor or doer offered a receipt but had no power to assign, whereupon the creditor pursued a deforcement; but the Lords assoilzied, and thought the receipt of the rent to a creditor would imply an assignation; *2do*, Many doubted whether the heritor was bound to have a factor present with powers even to discharge, and that the creditor should offer the rent to the heritor himself. (See DICT. No. 36. p. 6228.)
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- No. 12. 1745. *June 25.* CURRIE *against* CRAWFURD.
 THOUGH a landlord may *ex incontinenti* drive back cattle pointed from his tenant in right of his hypothec, yet he cannot bring them back next day. (See DICT. No. 12. p. 6206.)
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- No. 13. 1747. *June 19.*
 M'KENZIE of Rosehaugh *against* CRICHTON and HAY.
 WHETHER there is any hypothec with us in rural tenements? Lord Kilkerran found that there was none, but on a reclaiming bill, we seemed to agree that there was a hypothec in the *instrumenta fundi*. Lord Arniston said, that by practice in the country it is also claimed in household furniture, but as no precedent that applied was mentioned on either side, we did not decide; but remitted to the Lord Ordinary to enquire for one mentioned by Lord Tinwald since 1740, but he did not remember the names.
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- No. 14. 1747. *November 20.* SIR JOHN HALL *against* NISBETT of Dirleton.
 AN heritor whose rent is payable in victual betwixt Yule and Candlemas, may for payment of his rent stop his tenant's creditors from pointing, though caution be offered him for his rent, which he is not then bound to accept of. (See DICT. No. 37. p. 6228.)