

STEILBOW.

1609. *November 4.* **BOYD against RUSSEL.**

Goods let in steilbow to a tenant found to fall not under his escheat, but under the master's.

No. 1.

Fol. Dic. v. 2. p. 393. Haddington MS.

* * This case is No. 5. p. 5386 *voce* HEIRSHIP MOVEABLES.

1624. *November 34.* **TURNBULL against KER.**

The Lords, in an action of spuilzie of cattle, were of opinion, although it past not into an interlocutor, That steilbow goods being delivered by the master to his tenant at setting the room, might be poinded for the tenant's debt, and that the master would have only action against the tenant for the steilbow at the time appointed for re-delivery thereof, in respect that the said goods became really the tenant's own, seeing every year they were changed, and the first of them that were delivered by the master to the tenant, could not probably be extant, in respect of the alteration by the course of years, which alteration made them absolutely the tenant's own, and therefore subject to his debt.

No. 2.

Fol. Dic. v. 2. p. 392. Duris.

* * This case is No. 286. p. 11615. *voce* PRESUMPTION.

1628. *December 6.* **LAWSON against LAIRD of BOGHALL'S TENANTS.**

Steilbow goods in the tenants of a rebel's hands, being pursued for at the donatar's instance, in a special declarator, are decerned to pertain to the donatar of escheat; but the uplifting of them supersedes till the expiring of the tenant's tacks.

No. 3.

Fol. Dic. v. 2. p. 393. Auchinleck MS. p. 64.