

1771. July 3. HUGH DALRYMPLE of Nunraw *against* The EARL of EGLINTON.

TEINDS.

In a process of valuation of lands, let at an advanced rent, payable in future,—the tack-duty payable when the action is raised and proof taken, held to be true rental.

[*Fac. Coll., V. 277 ; Dictionary, 15,759.*]

MONBODDO. By the statute, *rent paid*, not *rent payable*, must be the rule. There is no dependance to be had upon new rents, especially when not yet exigible.

PITFOUR. There are no words in the statute, 1633, which point at any other rent but that constantly payable.

HAILES. I do not approve of the pursuer's hypothesis,—that the commissioners taking a proof under the authority of this Court, are to be considered as the sub-commissioners of the last century. Nevertheless, I am clear that this case cannot be differenced from that of the *Duke of Argyle* and the *Heritors of Dollar, July 1770*. That case is referred to by the one party, and not contradicted by the other.

JUSTICE-CLERK. There have occurred various cases, within these twelve-months, where even payment of a new rent for a year was disregarded.

On the 3d July 1771, "The Lords Commissioners of teinds found that the old rent must be the rule, and decerned accordingly."

Act. D. Dalrymple. Alt. A. Lockhart.

N. B. Sundry specialties were urged, rendering Mr Dalrymple's plea more favourable; as that the additional rent was partly occasioned by his objection to lime, inclose, &c.; but the judgment of the Court went entirely on the general point.

1771. July 17. THOMAS MANSON *against* JOHN ANGUS.

BANKRUPT.

Reduction upon the Act 1696, c. 5.—Deposition of a Bill of Exchange, in security of a former debt, falls under the statute.

[*Faculty Collection, V. p. 280 ; Dictionary, Appendix I. ; Bankrupt, No. 7.*]

MONBODDO. The being of the statute, 1696, depends upon our determination in this case. If we give countenance to Angus's practice, a door will be