

LORD MURE and LORD SHAND were absent from illness.

The Court refused the appeal.

Counsel for the Pursuer—D. F. Mackintosh, Q. C.—Gillespie. Agents—Dundas & Wilson, C. S.

Counsel for the Defender—R. V. Campbell—Ure. Agents—Wylie & Robertson, W. S.

Wednesday, February 27.

SECOND DIVISION.

[Lord Fraser, Ordinary.]

BEGG v. BEGG.

(*Ante*, vol. 24, p. 367, February 25, 1887; *supra*, p. 81, November 15, 1888.)

Proof—Perjury—Subornation of Perjury.

On 15th November 1888 the Court pronounced the following interlocutor:—"The Lords having heard counsel for the parties on the reclaiming-note for the pursuer against Lord Fraser's interlocutor of 30th June 1888, Recal the said interlocutor *in hoc statu*: Allow the pursuer to amend the record and the defender to answer the amendments, and in order thereto, open up the record, and the amendments and answers having been made of new, close the record as amended: Before further answer, and reserving all questions of expenses, allow the pursuer a proof of her averments with regard to the subornation of Elizabeth Fairbairn and Christina Ramsay Fairbairn: Appoint the same to proceed before Lord Rutherford Clark at such time and place as his Lordship shall fix, and grant diligence at the instance of the pursuer against witnesses and havers."

Proof before answer was led, and the Court after considering the proof and hearing arguments, pronounced this interlocutor:—"The Lords having resumed consideration of the cause, with the proof adduced under the interlocutor of 15th November last, Find the averments of the pursuer irrelevant: Dismiss the action: Find the defender entitled to expenses."

Counsel for the Pursuer—Gloag—G. W. Burnett. Agent—Robert Stuart, S. S. C.

Counsel for the Defender—Balfour, Q. C.—Jameson. Agents—Stewart & Stewart, W. S.

Wednesday, February 27.

FIRST DIVISION.

[Lord Trayner, Ordinary.]

JAMIESON AND OTHERS (LORD GLASGOW'S TRUSTEES) v. CLARK, *et e contra*.

Sale—Sale of Lands—Entry—Rent Due and Payable after Term of Entry.

A disposition of lands provided that the purchaser should have entry at Martinmas 1886, and that he should have right to the rents "due and payable from and after the said term of entry." *Held* that the purchaser was not entitled to a rent which was payable at Whitsunday 1887, but was for a period of possession prior to the term of entry.

Sale of Land—Shooting Rent—Division of Rent between Seller and Purchaser.

The shootings upon an estate were let for the season from 1st August 1886 to 31st March 1887. The lands were sold, the purchaser's entry being at Martinmas 1886. *Held* that the shooting rent fell to be divided, one portion from 1st August to 11th November going to the seller, while the remaining portion went to the purchaser.

By trust conveyance, dated 5th June 1885, the Earl of Glasgow conveyed his whole estates to George Auldjo Jamieson and others as trustees for certain purposes.

On 24th August 1886 the trustees exposed for sale by public roup the lands of Thirdpart and others belonging to Lord Glasgow. The articles of roup provided—"Tertio, The entry of the purchaser to the said lands and others shall be at the term of Martinmas 1886, and the purchaser shall have right to the rents to become due for the possession from and after that term, the exposers having right to the rents due for the possession prior to that term, notwithstanding the dates at which the same may be conventionally payable; and the price shall be payable to the exposers by the person preferred to the purchase at the said term of Martinmas 1886, and shall bear interest at the rate of 5 per centum per annum from and after the said term during the not-payment." The lands were purchased at the sale by John Clark, Largs, at the price of £12,500.

By the disposition which followed upon the sale the term of entry was Martinmas 1886. It contained this clause of assignation of rents—"And we, as trustees foresaid . . . assign the rents, feu-duties, and casualties of superiority due and payable from and after the said term of entry."

The lands consisted of two farms, both arable. At Whitsunday 1887 £122, 10s. was due and payable as rent for one of them, and £72, 10s. for the other—in all £195. These rents were payable for the possession prior to Martinmas 1886. Clark claimed these rents, and obtained payment thereof from the tenants.

Lord Glasgow's trustees raised the present action against Clark to obtain repayment of the £195, pleading "(2) the rents of the said farms due and paid at Whitsunday 1887 being for the