No. 83. administration of them, this must follow from a grant of the patronage itself. Wherever, therefore, along with a right of patronage, tithes are particularly conveyed, the just presumption is, that the grantee was to have a right of titularity as well as of patronage. But where the tithes are conveyed, as in this case, it seems scarcely possible to doubt the intention of the grant. If such an interest in the tithes only was meant, as is merely collateral and incident to a right of patronage, the grant must have been in such terms as these, " Cum advocatione parochiæ, et decimarum," whereas the words " Cum advocatione, decimis," &c. or " Cum decimis," these two expressions being precisely of the same import, clearly denote a right of tithes distinct from the patronage. The latest decisions are agreeable to this reasoning; while, in the only one that can be founded on by the opposite party, the point, as appears from looking into the printed papers, seems to have undergone little or no discussion.

The Lords unanimously found, That Sir John Scot was titular as well as patron, and therefore entitled to *nine* years purchase of the tithes.

Act. *Wight.* Alt. *Tait.*

C. *Fac. Coll. No. 214. p. 450.*

1793. *January* 29. M'FARLANE *against* ———.

No. 84. It was questioned, Whether the creditors of an heir of entail, who had purchased the teinds at six years purchase from the patron, after succeeding to the entailed estate, were bound to accept of the six years puschase from an after heir of entail. The Lords found they were bound to do so. See APPENDIX.

Fol. Dic. v. 4. p. 359. D. M. S.

1793. *February* 27.

JOHN SCOTT and Others, *against* The COLLEGE of GLASGOW.

No. 85.

A titular has no right to infeftment in the lands in security of the valued teind.

In a valuation of teinds, where the value of lands in the natural possession of the proprietor has been

John Scott and others are proprietors of certain lands kept by them in their own natural possession, the teinds of which belong to the College of Glasgow, who had long been in the practice of letting leases of them to the heritors for payment of a victual duty. The heritors, however, having brought processes of valuation, a proof of the rental was allowed in common form. The witnesses examined estimated the value of the lands entirely in money, without ascertaining their worth in a victual rent. When the proof was reported, it appeared that a fifth of the proved money-rent would exceed in point of value the victual teind-duty formerly paid. At this stage of the process the College insisted, 1*st*, That notwithstanding the money valuation, they should be found entitled at least to the accustomed quantity of victual teind, taking only the excess in money: