

ANNUALRENT.

(ALLOWED *ob favorem.*)

No 102.

no annualrent more than it would have done against the debtor, while there was no sale intended. The inhibitor hath no right to the lands or rents, and therefore no right to the annual rent of the price which belongs to the adjudgers, as the annualrent of the price of their lands.

Fol. Dic. v. 1. p. 44. Forbes, p. 689.

ANNUALRENT allowed *ob favorem.*COLQUHOUNS *against* L. of LUSS.

No 103.

AN heir of tailzie being bound to pay to the heirs female a sum at their perfect age, was decerned to pay the annualrent thereof after they were past twelve years old, though not mentioned.

Fol. Dic. v. 1. p. 44. Colvill, MS.

MINISTER OF NORTH BERWICK *against* HOME.

No 104.

MONEY left in testament to the poor found to bear annualrent from the death of the testator.

Fol. Dic. v. 1. p. 45. Arskine, MS.

1624. *March 23.*HAMILTON *against* LIVINGSTONE.

No 105.

Found that, notwithstanding the disposition of the Roman law, annualrent for tocher is not due by our custom, unless expressly so provided.

IN an action betwixt Hamilton and Livingstone of Belfane, who being obliged to pay to Hamilton 1000 merks, in tocher with his daughter, at a certain term, of long time past; to the effect the same might be employed upon land or annualrent, for yearly profit to Hamilton and his spouse; and being pursued for the yearly annualrent of all terms since the term of payment: The LORDS found, That, albeit, by the destination of the contract, the defender was obliged to pay the sum, to the effect it might be so employed by the pursuer; yet seeing the defender was not obliged himself to employ it, and that the pursuer had never sought it, after the term of payment, before this present pursuit; and that the defender was specially obliged in the contract, in case of failzie of payment at the term, to pay only a liquidate sum for penalty, that the defender was not holden to pay annualrent.

Añ. ———.

Alt. *Miller.*Clerk, *Gibson.*

Fol. Dic. v. 1. p. 45. Durie, p. 123.

* * * See *Carnegie against Durham*, No 11. p. 484. and No 14. p. 485.