

No 18.

Answered, The question is not to be determined by the rules of compensation and recompensation; the parties ought to be considered as in a society for paying Muirton's debts; and it were unjust that one of them should state his payments at the time of making them, and bring down interest thereon to the time of fitting the account; and the other state only the principal paid by him without interest: The several payments ought to be applied to each other at the time they were made.

Observed, That Kilravock having paid a demand made upon him, which the others were obliged to relieve him of, interest was due.

THE LORDS adhered.

Act. Burnet.

Alt. A. Macdoul.

Clerk, Gibson.

D. Falconer, v. 2. No 27. p. 34.

S E C T. III.

Quod statim liquidari potest pro jam liquido habetur.

1616. *January 31.* E. of LINLITHGOW *against* LAIRD of AIRTH.

No 19.
Originally instant liquidation was not permitted.

IN an action betwixt the E. of Linlithgow and the L. of Airth, the LORDS refused to receive an exception of compensation, founded upon certain bygone teind duties addebted by the E. of Linlithgow to the Laird of Airth, because the same consisted in victual, notwithstanding that Airth was content to refer debt, victual, and process to the charger's own oath.

Fol. Dic. v. 1. p. 160. Kerse, MS. Fol. 245.

1626. *December 1.* LA. BALBEGNO *against* L. LAURISTON.

No 20.
Found as above.

IN an action betwixt the Lady Balbegno and, L. Lauriston, the LORDS would not receive an offer and allegiance of compensation of victual to meet the debt of a liquid sum, acclaimed by the other party, in respect the said offer was not *de liquido in liquidum*, conform to the 143d act, Parl. 12. Ja. VI. anent compensations, which so appoints the same; albeit the party compenser, to remove that scruple, referred both the verity of the debt of the victual, and also the liquidation of the prices of the victual, to his party's oath of verity, which supplied the instant verification, and liquidation, and was alike therewith, notwithstanding whereof the compensation was refused; but I think the party here was not present to depone, and albeit he had been present, it would have