

1681. *December 15.* GRIZEL MOIR *against* The LORD and MASTER of BALMERINOCHE.

THE Lords inclined to think, that, in the case of a sum bearing annual-rent arrested, all posterior annual-rents fell under the arrestment by way of accession; but here the debtor was only debating, and not a co-creditor who had [arrested] these annual-rents that fell due after the first arrestment; whose case had been more doubtful.

*Page 14, No. 75.*

---

1681. *December 22.* SIR WILLIAM BINNING *against* MAXWELL of CALDERWOOD.

FOUND that a bond, bearing annual-rent assigned, doth not fall under the assignee's single escheat, and is not like a liferent assigned, which falls in the assignee's single escheat, because the *jus* of the liferent remains with the liferenter, and only the profits go to the assignee.

*Page 113, No. 425.*

---

1682. *January.* The LAIRD of LANGTOUN *against* The EARL of HUME.

A CLAUSE of assignation to teinds, in farther security of the payment of a sum in a bond, without any obligation to do diligence on the assignation, was not found to oblige the creditor to do diligence thereon.

*Page 18, No. 97.*

---

1682. *January.* ELPHISTON *against* LORD CRANSTON.

A BOND sustained as probative, being special in the date as to the month and day, without mention of the year, and no blank left for it; but this bond related to a former bond which had a full date, and the pursuer was content to hold it of that year, or any year before the pursuit.

*Page 38, No. 170.*

---

1682. *January.* SIR ADAM BLAIR *against* LADY CARBERRY, RIGG'S WIFE.

WILLIAM Rigg having infest his wife in a liferent of an infestment of annual-rent for 35,000 merks, out of his debtor's lands, and thereafter the debtor having paid 5000 merks of the sum upon the husband's discharge, and become cautioner for him in 5000 merks more; the liferenter, after her husband's decease, offered to