

- No. 51. proprietor survive Whitsunday, such rent cannot fall under his executry. It was contended, on the other hand, That in this case the rent payable at Whitsunday 1721 is payable for the possession and grass 1720; for there being no corn, it is the grass that makes the crop. The inhabitants of that country make their advantage by the lambs, wool, cheeses, &c. which arise and are produced in the summer time; and generally thereabouts the full rent is payable at Martinmas; only it happens, by particular paction, that the rents in question were not payable till the Whitsunday; the proprietor, therefore, having survived the time for the crop and possession of which the rents in dispute were payable, they in consequence fall under his executry. The Lords found the rents in dispute fell under the defunct's executry.—See APPENDIX.

*Fol. Dic. v. 2. p. 453.*

---

1730. *June.* WOTHERSPOON *against* LANG.

No. 52.

In a question betwixt the heir and executor of a defunct tenant, it was found, That the executor had right to the crop sowed after, though laboured before, the tenant's death; and it was remitted to the Lord Ordinary to hear parties upon this point, who should be liable for the rent?—See APPENDIX.

*Fol. Dic. v. 2. p. 455.*

---

1736. *February 20.*

RELICT of MR. THOMAS LINNING *against* MR. WILLIAM GUSTARD.

No. 53.

Found, That the legal terms did not regulate the rents of the chapel-royal, gifted to his Majesty's chaplains, but that the same were due *de die in diem*, by a clause in the gift, bearing, "bygones from the period of the death of the former donatar." It was also suggested, That salaries paid out of the civil lists run *de die in diem*; as also the Lords of Session's salaries, and all Exchequer gifts.—See APPENDIX.

*Fol. Dic. v. 2. p. 454.*

---

1738. *January 11.* CARRUTHERS *against* BARCLAY.

No. 54.

An infestment of annual-rent being conceived in favour of the creditor and his wife in conjunct-fee and liferent, and payable at two terms, Whitsunday and Martinmas, by equal portions, the half year's annual-rent which fell due after the creditor's decease was found to belong to his relict, and no part to the executor, though a part of the term was run before his decease.—See APPENDIX.

*Fol. Dic. v. 2. p. 452.*