

No. 2. 1736, Jan. 7.—Feb. 18. ERSKINE *against* EARL OF LAUDERDALE.

THE Lords adhered to the interlocutor of 7th January, finding annualrents due.

No. 3. 1737, Jan. 13. CREDITORS of ANDREW ROSS, &c.

THE interlocutor in this case of 13th July last was very ill expressed, which occasioned reclaiming bills: Therefore we pronounced a split new interlocutor, and found, that so much of the balance of the fitted account 1720, as was composed of principal sums, continues to bear annualrent till extinguished by payment, but that so much as was composed of annualrents does not bear annualrent; and found the several advances made after that account bear annualrent from the time of the advances.

No. 4. 1737, June 24. CAPTAIN CHALMERS *against* CUNNINGHAM.

SIR DAVID CUNNINGHAM having by the articles right to the whole crop 1695, which was payable, the money at Martinmas 1695, and some victual betwixt Yule and Candlemas thereafter, the Lords found, that the price bore annualrent from Martinmas 1694; that so a year's annualrent might fall due when a year's rent of the lands was due; (and Arniston thought it would have been the same, though the conventional terms of the rents had been later, since Martinmas is the last legal term.) But several (*inter quos* Royston,) thought that it should carry annualrent only from Whitsunday 1695. It is surprising, that since the general point, that the price of land bears annualrent, has been so long settled, it should be yet uncertain, and the Bench so much divided, from what term it carries annualrent. The other points in this case are hardly worth marking; but yet the Lords found, that the assignation bearing payment of certain sums equivalent to, &c. imported payment of the whole sums. The Lords adhered as to the annualrent.

No. 5. 1738, Jan. 18. MATHIESON'S CREDITORS *against* ROBERTSON.

THE Lords found, that the consignation in Bailie Arbuthnot's hands stopped the course of interest, and therefore adhered to the Ordinary's interlocutor as to that point; *Renitentibus* Kilkerran, Munzie, Murkle, Arniston, *et me*. What moved them was the special circumstances of the case, especially the previous demand of the money by the trustees; but they thought, (particularly the President and Kilkerran) that in the common case of a debtor by bond, the consignation ought to be in the hands of the clerk of the bills, with a bill of suspension.

No. 6. 1739, Nov. 23. FORBES of Knappernay *against* WALKINGSHAW.

THE Lords thought, that annualrent was due only *ex mora*; but Arniston thought that here *ex natura negotii* the *mora* was from a year after the receipt, when Knappernay might have counted and paid, and I think so voted Tinwald and Dun. The rest found annualrent only due from citation in this process. Arniston also at first mentioned a speciality, that many of the subjects were bonds bearing annualrent; but upon further