

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.*

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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.*

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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.*

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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.*

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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

pointed the ground for the annual-rent of the whole 35,000 merks: The debtor proposed compensation *quoad* the annual-rent of the sum advanced, and of that for which he was cautioner for the creditor. The Lords found the real right was not compensable to the prejudice of the liferenter; for, as the husband could not have disposed the land but with the burden of the liferent, neither could he indirectly extinguish it by compensation.

*Page 59, No. 252.*

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1682. *January.* VISCOUNT OF STORMOUNT *against* BLAIR OF KINFARONS.

FOUND that the superior, being liable for the feu-duty of the erection to the exchequer, *viz.* £20; and several parts of the lands being feued out, holding of the king for payment of an undetermined proportion of the feu-duty;—if the superior pay the whole, he may have recourse against any part of the lands of erection for the whole, and leave that vassal to seek his relief off the rest *pro rata*.

*Page 264, No. 938.*

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1682. *January 6.* GRANT *against* GRANT.

ONE being pursued as heir to a person who had vitiously intromitted with the goods of the pursuer's debtor,—the Lords found, that action for vitious intromission, being penal, *non transit in hæredes*, where *lis* is not *contestata* with the intromittor in his lifetime; but found, that the pursuer might confirm himself executor-creditor to his debtor, and recover the goods intromitted with, if extant, or the value thereof, as accords.

*Page 6, No. 27.*

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1682. *January 13.* GORDON OF SEATON *against* ALEXANDER SYMSON.

FACTORS for merchants found liable for annual-rent, from the time that the constituent's goods produced money.

*Page 194, No. 684.*

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1682. *January 16.* WILLIAM ORROK *against* ALEXANDER CHAPLAND.

AN apparent heir, pursued for his predecessor's debt, was not allowed to renounce till an apprising, led upon his own bond against the predecessor's estate, were purged; but the apprising, not being to the apparent heir's behoof, did not infer an universal passive title.

*Page 7, No. 28.*