

Terms. That extends to, which Restriction was observed only in pinding
 for personal Debt 26 June & 27 July 1628 Lady Anem contra L. Ednem
 21 November 1628 Walton contra Reid. But the Lords came afterwards
 to put a more favourable Interpretation upon the foresaid Law, finding
 that Execution by pinding cannot pass against Tenants for more than
 they owe to their Masters; If the Tenants for instructing what they pay
 produce their Tacks or where they want Tacks, offer to depone upon
 upon the Quantity of their Rent instantly, and for clearing how much of
 the Rent is unpaid produce the Master's Discharges, or offer to depone what
 they are resting 4 Feb. 1674 Lady Miffodells contra L. Miffodells and his
 Tenants. Now Lib. 2. Tit. 5. §. 9. This pinding may however proceed against
 Tenants for current Terms before the Day of Payment. That if the Rent is
 Virtual, payable all at one Term, the pinding may be sustained for the Value
 of such Virtual according to the ordinary Market Rate immixtural annu
 in that place of the Country: or according to the Terms there said. This
 Annualrents cannot suffer prejudice by posterior redemptive Tacks, or such
 as are set for Payment of a Duty, or within the true yearly Worth of
 the Lands: Notwithstanding whereof the ground may be pinded for
 Year or Terms. That offering to the real Value of the Lands at the last
 situation of the Annualrents, tho it cannot be pinded summarily
 out after cognition of that real Value by Declarator or Reduction
 the Tacks. This is. The Creditor by Infeftment of Annualrent can
 not pind the ground for Years if it was in the Hands of the Superior
 grantor thereof by Nonentry; albeit it was payable to the Vassal as
 not in feft as in feft, which clause could produce only personal Action
 or Execution against the Superior 23 March 1635 Somervell contra
 Somervell. Nor can pinding of the ground take Effect against Com
 upon the ground pinded before by a third Party Hope May, Drath.
 Tit. pinding Calerson contra Adm. Stair Vid. If an Infeftment
 of Annualrent be disposed out of Lands and Tithes by the Heritor, who
 hath Right to the Lands by Infeftment and to the Tithes only by a Tac
 the Annualrenter may pind the Fruits without Distinction: Because
 his Infeftment intitles him to lift his Annualrents out of the whole
 Fruits; and there being none to oppose a separate Right of the Tithes,
 the same may be pinded with the rest. But an Annualrent out of
 Tithes only disposed by the Tackeman thereof can no more be pinded
 for than the Tithes themselves: In which case the Right of the Tithes
 may be adjudged, and a personal Action will lie against the Possessor
 intrometting. Now such a Right of Annualrent should if well conceived
 contain an Abignation to the Tack pro tanto Stewart Vid. Now the
 ground is allowed to be pinded in a competition of several several
 Annualrents

Annualrenters is afterwards explained vid. infra Page 1241. 3. An
 Annualrenter may pursue Intromitters with the Rent of the Lands
 personally, for Payment of bygone Annualrents, according to the Extent
 of their Intromissions 15 March 1637 Gutherie contra E. Galloway 20
 Decemb 1676 Her contra Hunter observed by Dittet. And now it is more
 ordinary to pursue Intromitters with the Rents personally for pay
 ment of bygone Annualrents which are movable and arrears 15 De
 cemb. 1630 Ogilvie contra L. Ogilvie, than to insist for recovering
 them by real Action of pinding the ground. Now Lib. 2. Tit. 5. §. 13.
 & 14. Albeit Annualrent by Infeftment some Time ago had no Effect
 save by pinding of the ground, and could not have hindered the Rent
 to have been carried off by Arrestments for the Proprietor's Debt
 24 March 1626 Gray contra Tenants. If there be many Annual
 renters, and they do not agree upon a common Factor, the Lords
 will upon their Application and Intimation to all Parties concerned
 appoint a Factor upon the common Debtors Estates to uplift and pay
 them their Annualrents according to their Decisions. Now Lib. 2.
 Tit. 5. §. 20. But Annualrenters are left to themselves as to Appri
 hind or adjudging the Property for bygone Annualrents resting
 which the first Annualrenter may do when he pleases, and will
 then be preferred to all others vid. infra Page 1285 & 1291
 Infeftments of Annualrents by Infeftment not relative to a Stock of
 Money 23 June 1675 Bruce contra Bruce. And different Infeftments 10
 June 1608 Fleeming contra Spillies, are liable to publick Burdens pro
 portionably with the Lands affected therewith. But they do not rise or fall
 by subsequent Laws as Annualrents in mutuo do, Stewart Answers to Dir
 et. Doubts Tit. Annualrent. Because the Annualrenter here is not
 properly a Creditor, but upon the Matter employer annui recitus who wants the Gene
 fit competent in the case of mutuum of uplifting the Stock, and employing
 it more profitably than for a small Annualrent.
 Infeftments for principal Sums and Annualrents thereof are out
 distinguished 1. By the Deed of the Debtor 2. By the Deed of the Creditor.
 Such Infeftments are annulled by the Deed of the Debtor 3. When a
 Declarator of Redemption proceeds upon a Proce lited by him as in Appraisings
 Now Lib. 4. Tit. 5. §. 15. 20. If the Annualrenter require from him a Red
 set, or other more noble Right of the Land, unless that Right be evicted
 Now Lib. 2. Tit. 5. §. 15.
 Infeftments of Annualrents cease by the Deed of the Creditor, tho
 only by his Resignation in the Hands of the Superior; but also by Re
 nunciation recorded in the Register of Devisions tho there was no
 Resignation in the Hands of the Superior who granted the Annualrent.
 Which Renunciation is effectual against a singular Successor to extent
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