

quish the Infeftment of Annualrent; But Discharges of the Annualrent are ~~not~~ sustained against him only quoad Bygone before his Infeftment 7 January 1680 *M'leland contra M'het 21*. Infeftments of Annualrent expire by Infeftment with as much as much as might pay the principal Sum and preceding Annualrents. Infeftment of Annualrent in Security of personal Obligations cease thro' Satisfaction obtained ~~by~~ ^{by} paying or their legal Diligence even against Singular Successors without Necessity of Renunciations & July 1680 *Ranline contra Arnot*. An Annualrenter's Infeftment was applied not only for satisfying the bygone Annualrents, but even for extinguishing the principal Sum for which the Infeftment of Annualrent was granted: *Albert* that Infeftment was then in the Hands of a singular Successor who had adjudged it 20 Feb. 1755 *Baillie of Lamington contra M'xies* vid. 25 January 1755 inter eodem. For Infeftment with Rents doth more directly infer Payment of the principal Sum, and extinguish the Annualrents as accessory thereto: Tho' the Application be made primo loco to extinguish the Annualrents. Yea all Exceptions by Payment or Compensation upon a Tenant's Debts are relevant for extinguishing the bygone Annualrents ^{off on Infeftment} against singular Successors, ~~without~~ & July 1680 *Ranline contra Arnot*. So that singular Successors being Infeftments of Annualrent are not secure by any Register, but must rest on the Warrantice of the Seller: And no provident Man will purchase an Annualrent given for Security of a principal Sum, except he be either forced to take it in Satisfaction of a prior Debt, or get it at a very easy Rate; in both which Cases he takes his *Staxare*, and scire debet cum quo contrahit, as all acquirers of personal Rights must do. Which Infeftment to extinguish Infeftments of Annualrent, may be proved by Witnesses, whether the Rent be Victual or Money 9 Feb. 1675 *Wishart contra Arthur* and is applied in the first Place, to extinguish past Annualrents, and then to cut off the principal Sum.

If one having Right to some Years of an Infeftment of Annualrent by Assignation or other ways apprise or adjudge for these bygone Annualrents and the Apprising expires that expired Apprising will carry the Property of the Lands not only from the Heritor, who granted the Annualrent, but also from the Annualrenter himself. So that the Infeftment of Annualrent will become extinct by Succession of the Property ut *juris nobilioris* Hope

Stair *lib. 8. c. 11. Stewart* *lib. 10. c. 11.* Infeftments of Annualrent. Nor needs the Annualrenter to suffer there Prejudice, seeing he might by his virtual Reversion redeem the Assignee's Right: And sibi imputet if he neglect to do it. But yet the Lord *Stair* (*lib. 10. c. 11.*) thinks, that the Lords would in so doubtful a Case repose the Annualrenter against the expired Apprising upon his *Satis-*

satisfying the Assignee.

Sect. 2

Of Ground Annuals, Feu Annuals, and Top Annuals.

The true Meaning of Ground Annuals Feu Annuals and Top Annuals, mentioned in our Law Act 50. Par. 4. Q. M. is controverted by Lawyers. *Craig* (*Feud. Lib. 1. Tit. 10. c. 27.*) would have these Annuals to answer to the English Distinction of Rents, into Rent Service, Rent Charge, and Rent Seck. But this Interpretation cannot satisfy because I. As I have already insinuated we have no such Annualrent as could agree with the English Rent Charge for which Land may be distrained summarily without Order of a Judge. 2. These Annuals were due only out of Burgher Tenements. The Lord *Stair's* Notion of such Annuals *lib. 9. c. 7.* is founded upon his wrong viewing the Law Act 50. Par. 4. Q. M. it self: As it in the Case of the Annualrenter's not contributing with the Heritor for rebuilding the burnt Tenement, the proprietor should pay the Feu Annual with the least Abatement, viz. of a sixth Part and the Ground Annual with the Abatement of a fifth Part. Whereas by the Statute the Annualrenter not contributing as aforesaid, wants only the sixth Part of his Ground Annual, and the fifth of his Feu Annual: So that the least Abatement was made of the Ground, and not of the Feu Annual. But this seems to be the more probable Notion of them: viz. a Ground Annual is a yearly Duty payable out of the Ground and Property of the Land, built or unbuilt to the Disposer thereof or to some other Person. A Feu Annual is a Duty paid out of some Land or Tenement by one as Vassal to a Superior. Top Annual is a certain Duty disposed by an Heritor out of his own House to some other Person, which is the Opinion of Sir *John Rennie* (de verb. signif. verb. Annual) Tho' the Author is not very positive in this, and doth not impose his probable Opinion on others, leaving every one to his own Judgement in the Matter. The Lord *Stair* also seems to go into this Notion, tho' upon a mistaken Reason as I have just now hinted.

Sect. 3.

Of Pensions.

A Pension (so called *quod status temporibus pendit solent*) is a yearly Rent payable to one for a Time. Which is of some Affinity to an Annualrent