might alledge they sustained. One would pretend that for Want of Payment his Goods had been seized and sold, and he by that Means ruined; another would alledge that his House had fallen down for Want of Money to repair it; a Merchant would pretend a considerable Loss in his Trade. One according as the different Wants and Conjunctures should diversify the Events, every one would distinguish himself by the Circumstances of his Loss and of his Damage. The Consideration of redressing this infinite Multitude of different Liquidations and Law Suits, gave Occasion to fix an uniform Reparation of Damages arising from the non-payment of Sums of Money, to a certain Portion of the Sum that is due for the Space of a Year, and proportionably for a longer or shorter Time. Whereas Damages having other Causes, than the non-payment of Money, arise from some Engagement which distinguishes one from the other, the Value of the Damage that one may be accountable for, if he fails to perform his Engagement: This is not to be met with in the Engagements of those who owe Sums of Money. For Money of itself having no particular Use determined by it, as all other Sorts of Things have, but having that general Use of procuring the Price of all Things that may be valued, it is the same Person or Hand of those Things which he stands in Need of. All Damages that can arise by the Delay of Payment, can only be owing to the Need he may have of it for his Engagements. And the Creditors may suffer according to the Quality of their Circumstances. But these Events are extraneous with Respect to the Debtor, as Accidents which they could not foresee, and which their Delay do not comprehend.

The ele Romans computed their Interest by Months, they called one per Cent in the Month, Unciæ which is Twelve in the Year; Usuræ centesimæ, a Part of one per Cent in the Month, which is Six in the Year; Semisses Usuræ; a Third Part of one per Cent in the Month, which is four in the Year, Trientes Usuræ; a fourth Part of one per Cent in the Month, which is Three in the Year, quadrantes usuræ; a Sixth Part of one per Cent in the Month, which is two in the Year, Sextantes Usuræ; a twelfth Part of one in the Month, which is one in the Year, Unciariæ Usuræ; five twelve Parts of one per Cent in the Month, which is five per Cent in the Year, quincuances usuræ; Seven twelve Parts of one per Cent in the Month, which is Seven in the Hundred yearly, Septunces Usuræ; Eight twelve Parts of one per Cent in the Month, which is eight per Cent in the Year, besses Usuræ; nine twelve Parts of one per Cent in the Month, which is nine per Cent yearly, dodrantes Usuræ; ten twelve Parts of one per Cent in the Month, which is ten per Cent in the Year, dextantes Usuræ; eleven Parts of one per Cent in the Month, which is eleven per Cent in the Year, deunces Usuræ. Justinian's Constitution C. 26. Credit. C. de Usur. doth modify the Quantity of Interest according to the Quality or Condition, and the Risk incurred by the Loan: Allowing usuram centesimam one per Cent in the Month,

Month, which is twelve in the Year, pro pecunia trajectitia for Money taken up or borrowed upon Bills of Bottomry, permitting Creditors who are viri illustres to take trientes Usuras, a third Part of one per Cent in the Month, which is four per Cent in the Year; indulging Merchants to take eight twelve Parts of one per Cent in the Month, which is Eight per Cent in the Year; and all other Persons to take nemisses Usuras a half one per Cent in the Month, which is Six per Cent in the Year. But Annualrent allowed in Scotland by Law is the same for all Persons except in the Case of Money lent upon Bills of Bottomry, or where the Lender runs the Hazard of losing all his Money with principal and Interest. Mod. Uses & Forfeitures 789. 790. 791. 8. L. Parl. 1600.

Annualrent is due either by the Agreement of Parties or by the Disposition of Law.

Annualrent is taken either by the express Agreement of Parties. Where a Bond or payable at a certain Term bears Annualrent from the Date, Annualrent payable to an Heir is allowed running from the Death, tho' the Money could not be compelled before the Term, Interest being due for the Use of Money, which is considered as a Fruit, and therefore requires it payable to another, with the Interest ensuing the not Payment. Leaving accounts to the Executors where the Testator is Creditor to all for the same from the Testators Death is Jury Fit Vulgare contra Justice & Wilson. Such Agreement proves the Time running & Interest. From whence Use of Annualrent 9 March 1626 Forrester contra Lord 17 November 1675 Kephaire of Keendown contra L. Longieston 7 June 1677 Purveyance contra Cunninghame 2 December 1676 Carnegy contra Durham Heritor & Minister. Carpzov. jurisprud. forens. Part 2. const. 30. Def 5. Which seems agreeable to the opinion of the ele Romans Lawyers L. 6. pr. ff. de Usur. Ultra by the later imperial Constitutions of the Civil Law, cuncta Usurarum genera sublata sciendum est usuras in posterum non exigi L. 7. Cede Usur. L. 28. C. de pact. Action for Interest 5 Years preceeding or to a certain Time 13 January 1669 Hume contra Seton of Menzies. Ad Tabr. Cod. Lib. 4. Tit. 24. Def 5. Carpzov. ibid. or of one Year 2 December 1630 Lair contra Ramsay, or but of one Term, Spotswood Draft. Ad Usura Keith contra Bruce; infers an Obligation for Annualrent in Time coming, and to continue the Payment. 3. English Double Bonds obliging the Debtor to pay the Double of the Sum lent, on Condition that he shall be free if the single Sum be paid; are restricted by our Custom to the single Sum and Annualrents thereof: Because the doubling of the Sum being penal, is subject to the Lords Modification, and cannot extend beyond the Damage and Interest of the Party 22 January 1679 Frazer &c. contra Hamilton 25 January 1710 Savage and Dun contra Craig and the Creditor is decerned upon Payment thereof to discharge the Bond sine pericitez, without any Reservation to sue elsewhere for what could not be recovered by the Law of Scotland 25 January 1710 Savage and Dun contra Craig. Because he having