

having chosen to pursue his Prolegations here, ought to be regulated by the Law of the Place; And who claims the Benefit thereof, must acquiesce therein, without grudging at the Inconveniences attending it.

Annualrent is due by Provision of Law for Summs in all Billoes of Exchange and inland Act 20 Part 3. Ch. 2. joint. Act 36. Sep. J. Per. R. W. In case of not acceptance from the Date; and in Case of acceptance and not Payment from the Time of their falling due. See Summ. Reg. 2. Interest is due a Law per. paying Debt upon Distress Act of Debt.

*1590. 4 Decemb. 1621* Johnstone & Leckert contra Leckert. The said Bond wherein the said Leckert is bound to pay an Annualrent of 100. s. to Johnstone. Which is founded upon the Cause of Relief and allowed a bill against Leckert for repairing the Damage sustained by the said Leckert who paid upon the Creditor's requisition the Bond after the Term of Payment, without waiting for a Charge of Forfeiture, was intitled to claim the said Annualrent for the Summ paid 24 January 1622 L. Weylton contra Lord Jermynich. Because requisition the Bond after the Day of Payment, was a sufficient Distress to an ancient Man who should receive a more than his Credit than to suffer a Charge of Forfeiture. And for the same Reason where one of two or more Appraisers, obliges mutually to receive one another of Test. Statute Damages and to pay the other Debt, in case it should be allowed to him for the other there is. See 5. November 1627 Black of Law contra Dick. 3. Annualrent is due to Minors by their Tutors and Curators. See supra Day.

A. For the Price of Land given in Term of Payment where the Buyer gets the Profits of the Land in the Term of the Sale. See 1624 L. Deric contra Lord Ramsey if he does not pay it at a Term of Payment, altho it be not remainder of him or if he was out of sign it, in Case the Seller refuses to receive it. Yea the Purchaser of Land or Tenement who has got the Possession thereof, and the Value of the Price, even where Payment of it was not delayed by the Buyer's Fault is. November 1628. Curving contra Curving. Which Interest is due for the Fruits of the Ground. And tho the Purchaser reaps the Profit from the Lands than the Interest of the Price amounts to, or that by some Accident, the Land yields him no Revenue at all, he will nevertheless be liable to pay the said Interest for the Right of Enjoyment. For the Accidents which deprive him of Enjoyment affect him as Proprietor, and do not discharge him of the Interest, which ought not to cease or to be diminished by Reason of the said Loss, as it would not be more were the Fruits of never so great Value. See Louis Coules &c. Tom. i. Part. i. Lib. 5. Sect. 5. Art. 4. Berlich Part 2. Coules. 38. n. 13 & 14 Corp Jurisprud. forens. Part 2. Const. 30. Def. 6. The Grantor of a Bond for the Price of a Life-rent affecting Lands purchased by him, was made liable for Annualrent thereof from his Entry to the Possession of the Lands. Albeit the Bond bore the principal Summ to be payable only at the first Term after the Purchaser's Right should be ratified, by some Person having Interest to quarell the Sale with Annualrent after the

of the 1622 becoming fixtures, and they were at a loss for want of a better sum paid from the time of payment.

said Term, and made no Mention of Annualrent before 23 July 1707 Bailie contra Walker. Because Annualrent before the Term not being expressly excluded, is due by the Prescription of Law in Lieu of the Profit of the Land enjoyed by the Tenant in the Bond. But this Rule makes Purchasers liable for Annualrent at the Price of Lands from their Entry to the Possession, has its Use only in Cases where the Contract of Sale has not otherwise regulated what respects to Interest of the Price. For if the Contractors have expiated their Minds touching this Matter, their Agreement will be in Lieu of a Law. Thus it was sustained relevant to specify from Annualrents preceding the Term of Payment, but at granting of the Bond it was agreed that Annualrent should be due only after the Term to be proved by the Title of the Writer and instrumentary Witnesses. See also contra Lord 5. Interest & annualrent allowed in Remarks in Lieu of Damages. See per. Lord 5. Feb. 1628. And Annualrent was found due without action according to the Custom of Perth. See per. Lord 6. Here by Prover in Sheriff's Court 1677. Appear contra Lord 6. 4. Interest is due to the Lord or not Payment of Rent, is liable to the interest of the Land. See the Case of the Lord 20. Dec. 1623. 6. Tho the Forfeiture is not required 11 Feb. 1673 Smith contra Weylton upon which neither Caption would be raised nor would the Decree fall. See per. Lord 6. This Law is. See per. Lord 6. 1. Debtors in their Money after they have used a prudent Diligence for recovering their Debt, would be to a great Prejudice to them, and an Encouragement to Deceit to contempt the Kings Letters. But no Annualrent is due upon a general Renunciation of the Market. See per. Lord 6. 2. The party renounced was in order. See 26 January 1625. Kailington contra Dickson in July 1625. Per. Lord 6. 3. The Lord 6. 4. Because a Tutor is not supposed to know exactly when he is deprived at Edinburgh if he live not in that Place. For Caption and Payment of Annualrent of a Debt are necessary Effects of a Forfeiture; being Caption may sometimes therein follow, and no Annualrent is due, and sometimes Annualrent will be due, where Caption cannot proceed. It was once found not competent to a Creditor who had denounced his Debtor to insist for Annualrent from the Renunciation by Way of special Charge in a Suspension of the principal Debt, but that he might to pursue for the same via ordinaria 2 July 1629 Curveyance contra L. Craigie. But now Annualrent fallen due by Renunciation, is ordinarily allowed to be claimed summarily at discussing the Suspension of a Charge for the principal Sum. See per. Lord 7. All Sums in Appraisings of Testifications bear Annualrent from the Date of the Decree, tho they bore not Annualrent before. Act 6. Part 2. 3. 4. 6. But a personal Creditor for a Debt not bearing Annualrent preferred upon his Inhibition in a Ranking several Years after a judicial Sale of the common Debtor's Estate, not having admitted till after the Ranking, was found to have no Right to Annualrent.