

Destination est l. 21 ff de oblig. et act. l. 3 ff de reb. auct. Jud. poss.  
 Jo. Voet. Comm. ad Fel. ff de naut. Fenore n. 10. But if the agreed  
 place be not forum Competens as to the Debtor, and he have no effects there  
 go be arrested he cannot be pursued there; but only may be put in  
 by a demand and protest for not payment: When is not safe keeps to the  
 agreed place, the Debtor may offer payment and the Creditor may refuse  
 it, as if no place had been named. and he may have action in another than  
 the appointed place; upon allowing to the Debtor his damage and interest  
 for being obliged to pay else where Stair lib. 1. Tit. 17. § 19. Which in  
 Civil Law is termed Actio de eo quod Certo Loco. But then, such action  
 must always be commenced in a place to the Jurisdiction where  
 the Debtor is subject Arg. l. 2. ff de Jurisd. l. 19. § ult. ff de Jur. ff de  
 Place of payment be Alternative, Election est Debitoris when he  
 pay, he be made offer of payment any time before he is put in  
 and put in Mora by Demand pro after the term. Where no place of  
 Performance or delivery of a thing Moveable is Expressly or  
 implied in the obligation, if an inanimate body or species as a pack  
 of paper, Cabinet or the like is to be delivered, the place where it  
 happens to be at the time, is understood to be the place of  
 delivery: Unless it be, that by the knowledge of the person who  
 ought to deliver it, it has been removed from the place  
 it ought to be; or that it appears to have been the Intention  
 of the Contractors that the thing should be delivered in another  
 place, l. 12. § 1 ff de pos. l. 38 ff de Judic. l. 10. l. 11. l. 12. ff de re. § 1  
 l. 9. ff de eo quod Cert. loc. Stair ibid. § 9. If a sum is to be paid,  
 An Animal that can follow a man as a horse or dog to be deli-  
 vered, the Creditor must require Satisfaction in the place  
 where the obligation was granted in loco contractus or at the  
 Debtors house or office Stair ibid. § 19 or Shop. But to put the  
 Creditor in Mora for refusing payment or performance, the  
 Debtor must make an offer there of to him at his own  
 house. A Titular or Jackman of Other Mens Githes should  
 come to the lands and carry off the Githes after they are  
 Drawn and to the heiritors Barn-yard to carry off value  
 Bolls.

Bolls. A pensioner of Coals must come to the Coal Hill and  
 receive them, and a pensioner of victuals to the Barn-door from whence they  
 must transport their Coals or Corn to their appointed place Upon their  
 own Charges, penult. Feb. 1623. Paip contra L. Walmet. The Fille of fish  
 should be paid at the Water-side vide Sup. pag. 394.  
 When the Debtor fails to perform at the Due time, he is said to be in  
 Mora or to be guilty of a Delay. And whether he fail in the performance  
 of what he is bound to perform, or for want of skill he  
 shall be bound to make good the Damage of the other party ac-  
 cording to the nature of the Contract, the Quality of the performance  
 and for delay, and the Circumstances of the Case l. 5 § 1. ff de rescrip.  
 Verb. l. 29 § 2. ff de Edil. Edict. Mora is either ex persona or ex re.  
 Mora ex persona is incurred in pure Obligations wanting a term of  
 Payment, by the Creditors Demand in satisfaction from the Debtor  
 (either Interpellation or Requisition) and his delaying to give it  
 without a Just Cause or Excuse l. 32 ff de Univ. Jur. l. 28 § 1. § 2.  
 ff deo. But in Conditional obligations wanting a term of payment,  
 the Debtor is not understood to Delay payment, till both the  
 Condition be surse and he Interpellated or Required to pay.  
 Interpellation is either Judicial by Lites Contestation in a  
 Suit at the Instance of the Creditor against the Debtor; or  
 Extra-judicial, by the Creditors demanding Satisfaction from  
 the Debtor out of the presence. Extra-judicial Interpellation  
 must sometimes be made by protesting and taking a Noto-  
 rial Instrument upon the Demand. Thus a Skipper  
 obliged by a Charter-party to carry a Lading from Litch to Bourdeaux  
 with all convenient Diligence was not found to be in Mora by not Sail-  
 ing when the wind prevented fair and the Merchant desired him to do  
 it till a solemn protest was taken against him 14 Feb. 1678 Caler v  
 Wood contra Anon. But in some cases a verbal Requisition sufficeth,  
 which is probable only by the Debtors oath or Obit. Stair lib. 1. Tit.  
 17 § 15. Mora ex re, is incurred without Interpellating the Debtor.  
 In pure Obligations in diem or to a day, where the Debtor is in delay  
 after Elapsing of the term of payment l. 12 C. de Contract. et com. et  
 stipul. ff de Conditional obligations having also a term of payment,  
 Where the Debtor is in Delay and the term lapses after the Condition  
 is stated: For there dies Interpellat pro homine. But he who has a  
 Term