

consideration that these bonds were not permanent securities, being bonds for duties in common form, and were not considered as subjects bearing annualrent, and therefore no annualrent upon them is stated by the Company's cashier in Knappernay's account and receipt, Arniston seemed to drop that specialty.

No. 7. 1743, July 6. COCHRANE *against* HEIRS of COLONEL EVANS.

THE question was, whether a denunciation at the market cross of Edinburgh against one not residing there, infers annualrent by the act 1621. Minto, Ordinary, found it did not, against which we had a very ingenious reclaiming bill; but refused it without answers, and adhered.

No. 8. 1747, Nov. 27. RAMSAY *against* CHILDREN of HAY.

THE question was, whether a horning executed at the market cross of Edinburgh, pier and shore of Leith, but only denounced at the market cross, against a person abroad, was sufficient to make sums bear annualrent. We all agreed, that if it was not sufficient to infer escheat, neither would it be sufficient to make money bear annualrent, however, it might be sufficient for caption; and as to escheat, I was for searching the records what was the practice. However the Lords did not think that necessary, and unanimously altered. Dun's interlocutor, finding annualrent due, and found that the horning did not make the sums bear annualrent; and Dun himself came into the same opinion.

No. 9. 1748, Nov. 22. KINLOCH *against* HEIRS of MERCER.

A BILL payable at sight, accepted *unico contextu*, so far as appeared to us, for the acceptance had no date; the question was, from what time it bore annualrent, that is, what was the term of payment? We found it bore annualrent from the date.

No. 10. 1748, Nov. 28. CREDITORS of DOUGLAS *against* LADY DOUGLAS.

SOME Dragoons having pastured Sir John's lands, and deposited the grass mail, there arose a competition betwixt certain creditors who arrested the money, and the Lady upon an infertment of annualrent, but who had no decret of poinding the ground; and the arresters insisted, that without such decret the annualrent could not be preferred; but we found the annualrent preferable. *Renit.* Dun, and Tinwald doubted. President was clear, as I was.—November 2.

No. 11. 1750, June 14. CREDITORS of COCKBURN of Langtoun.

THE question was, whether inhibition affected not only rights of annualrent, *i. e.* the annualrent-right itself or the stock, but also the bygone annualrents due before inhibition? The Lords, 15th June, found the bygone annualrents did not fall under inhibition, and preferred the assignee,—unanimous except Kilkerran, who argued long on the other side. The President joined in the interlocutor, but differed from the whole Bench, as well as the Bar, as to his reasons. He thought, that even things properly moveable might fall under inhibition, or subjects descending to executors; nor *2dly*, did he think it of any