

No 34. this excipient, who remained debtor; albeit he contended, that Crichton's assignee, in respect of his back-bond preceding, could not have right to seek the sum; which was repelled by the LORDS. See JUS TERTII.

Act. Falconer.

Alt. ———.

Clerk, Scot.

Fol. Dic. v. I. p. 368. Durie, p. 319. & 326.

No 35. 1630. July 30. CARNOUSIE against MELDRUM.

A BOND bearing annualrent, though without clause of infeftment, is heritable, and prestable by the heir of the debtor.

Fol. Dic. v. I. p. 368. Durie.

*** See this case, No 8. p. 5294.

SECT. VII.

Rights having *tractum futuri temporis*.

No 36. 1624. February 18. COULTER against FORBES.

A GIFT of liferent escheat falls to the heir of the donatar, and not to his executors, as to bygones.

Fol. Dic. v. I. p. 368. Durie.

*** See this case No 26. p. 5460.

No 37. Bonds bearing to pay annualrent after the term, but without any clause of infeftment, were found to be heritable.

1626. March 26. CAUSTON against STUART, and WYLIE's Bairns against HAY.

THERE were two actions before the Lords, one betwixt Causton and Stuart, and the other betwixt the Bairns of Alexander Wylie, and Sir John Scot their tutor, against Hay, and the Laird of Grant, wherein the defenders being convened for registration of bonds and obligations for sums of money; which bonds bore, 'to pay annualrent after the term of the bond,' but no clause proporting