

1737. *January 13.—June 24.*

CAPTAIN CHALMERS *against* Sir JAMES CUNNINGHAM.

No. 4.  
A *quo termino* due  
for the price of  
lands.

Sir James Cunningham, by articles of agreement, had right to crop 1695, whereof the money rent was payable at Martinmas 1695, and the victual betwixt Yule and Candlemas thereafter. The Lords found the price should bear annualrent from Martinmas 1694, so as a year's annualrent was due when the first year's rent became payable. *Vide inter eosdem, voce* COMPETITION. *Vide* No. 14, *voce* ADJUDICATION.

---

1738. *January 18.*

TRUSTEES of MATHIESON'S CREDITORS *against* ROBERTSON.

No. 5.

ANNUALRENT stopt by consignation, and how the consignation to be made. *Vide* CONSIGNATION.

---

1739. *November 23.*

FORBES of Knappernay *against* WALKINGSHAW of Walkingshaw.

No. 6.

A PARTNER in the tack of customs having assumed a partner to whom he was bound to hold count for a proportion of his share, in a count and reckoning many years after betwixt their heirs, annualrent was only found due *ex mora* from the citation of this process, notwithstanding that some of the subjects accounted for were bonds bearing annualrent, viz. bonds for the duties, because these were not considered as permanent securities, and the cashier of the company, though in use to take such bonds, yet never charged himself with annualrent upon them.

---

1743. *July 6.* COCHRANE *against* HEIRS of COLONEL EVANS.

No. 7.

ANNUALRENT not due by the act 1621, on denunciation at the meit cross of Edinburgh, against one not residing in that shire. *Vide* No. 1.