

1630. *March 10.* DR. LINDSAY *against* JAMES HERIOT.

No. 11.

If a creditor die before the term of Whitsunday or Martinmas, the bond being heritable, that subsequent term's annual-rent will pertain to him who shall have right to the principal sum, and not to his executors; because the annual-rent was never the defunct's, it not having been due to be paid before the term, although it was running at the time of the defunct's decease.

Spottiswood, p. 12.

* * Durie's report of this case is No. 123. p. 5569. *voce* HERITABLE AND MOVEABLE.

1630. *June 24.* SCRIMZEOUR *against* L. DEAN-MILN.

No. 12.

One Scrimzeour executor confirmed to the goodman of Kirkton, who had an liferent pension of certain victual, to be paid out of the the teind-sheaves of ———, pursues the goodman of Dean-miln for payment of the said pension the crop 1629, the teind-sheaves being intromitted with by him the said year, by virtue of a right thereof made to him by the titular: and the executor claiming right to the pension that year, seeing the pensioner died in June, that same crop, whereby at least (as he alleged) the half year's duty of the pension should be paid to him, seeing he lived a while after Whitsunday; wherein the Lords found, that seeing the pensioner lived not till after the corns were shorn that crop, but died before the harvest libelled, the same was appointed to be paid out of the teind-sheaves of the lands libelled, that therefore the said teind-sheaves could not be affected with the burden of the pension that year, and so the pensioner, who had it for his lifetime, dying as said is before the harvest, albeit after Whitsunday, and consequently his executor was found to have no right thereto, albeit he alleged that it was a debt which was running, *ubi cedebat dies, licet non venerat* when he died, which was repelled.

Act. Magill.

Alt. Aiton.

Clerk, Gibson.

Durie, p. 521.

1631. *February 1.* L. BLAUS *against* WINRAHAM.

No. 13.

The heritor pursuing after the liferenter's decease, who died shortly after Whitsunday, for the other half of that year's duty, wherein the liferenter died (for the Whitsunday's term pertained to her executors, she surviving Whitsunday) viz. for the quantities libelled, whereto the half of the third sheaf extended, seeing the land was let for the third sheaf, which was all uplifted by Helen Winraham, re-

In questions arising between the executors of a liferentrix and the fiar, the fiar draws