

No 60.

none but only one, whereas there might have been many; the LORDS ought to modify that aliment in favour of the one. *Duplied*, The provision properly flowed from the mother, who, in favour of her children, put herself in worse case than if she had none; and though the lands be comprised, that cannot prejudice the child's aliment; nor ought the creditor to be in better condition, than if the child were dead; and, for the same reason, the aliment ought not to be modified.

THE LORDS preferred the child to the superplus duties for his aliment.

Gilmour, No 167. p. 118.

No 61.

1667. February 1. EARL of TULLIBARDINE against MURRAY.

THE reversion of a wadset being conceived to the heirs and assignees of the reverser's own body, an order of redemption was not sustained, being at the instance of an assignee, who was not of the reverser's own body.

Fol. Dic. v. 2. p. 75. Stair.

* * * This case is No 43. p. 7206. *voce* IRRITANCY.

No 62.

If a bankrupt has obtained decree of *cessio bonorum*, a fee given him for service, equivalent to an aliment, is not arrestable.

1668. July 8. BOGG against DAVIDSON.

ROBERT DAVIDSON being debtor to Hugh Bogg by bond, and becoming bankrupt, did obtain a decret, freeing him from personal execution, a *cessione bonorum*; and thereafter being employed by the Magistrates of Edinburgh in Heriot's Hospital, for which he had a fee allowed him during his service, the said Hugh did arrest the fee, and pursued to make furthcoming; which action was not sustained, unless it were condescended and proved, that he had more than a reasonable aliment; for the LORDS found, that, so far as it was an aliment, it could not be arrested, it being in the power of Magistrates to deprive both him and the creditors thereof.

Gosford, MS. No 24. p. 49.

* * * Stair reports this case:

1668. July 9.—HUGH BOGG having arrested Robert Davidson's fee, as keeper of Heriot's Hospital, pursues the Town of Edinburgh to make it forthcoming; it was *alleged* for Robert Davidson, Absolvitor; because Robert Davidson had made *cessionem bonorum*, in favour of this pursuer and his other creditors, and thereupon was assoilzied. The pursuer *answered*, That a *bonorum* did noways secure *contra acquirenda*, unless the assignation or disposition had been equiva-