

1737. February 8.

NAIRNE *against* FREEBAIRN.

No 81.

A GIFT from the crown of being King's sole printer for the space of forty-one years, bearing, 'To heirs, assignees, and substitutes,' found adjudgeable, though it was pleaded to be an office of trust, where there was a *delectus personæ*. See APPENDIX. *Fol. Dic. v. 2. p. 77.*

1738. December 15.

URQUHART and Others, Creditors-Arresters, *against* DOUGLAS of Glenbervie.

No 82.

AN assignation being made to a person, his heirs, executors, or assignees, of certain moveable debts, with the burden of the granter's debts and legacies, and declaring the residue to be alimentary; the same was accordingly found not affectable by his creditors; notwithstanding that a grant to one and his assignees was argued to be incompatible with the nature of an alimentary provision; in respect assignees were construed only such as might furnish the aliment.

An alimentary provision, though made to the granter and his assignees, not affectable by creditors.

Kilkerran, (ALIMENT and EDUCATION.) No 1. p. 21.

* * * C. Home reports this case:

December 19.—MARGARET DOUGLAS disposed to Glenbervie all her moveables, such as household furniture, &c. in which she also assigned him to certain bonds to the extent of about L. 3000 Scots, burdening him with the payment of some legacies; and likewise she provided, "That any superplus or benefit arising to Glenbervie from the said disposition, should be no ways arrestable or affectable by his creditors, any manner of way whatsoever; but all right, benefit, and interest, that might, or could accresce to him by virtue of the right, she provided to him after her decease, for his necessary aliment and subsistence allenarly."

After Margaret Douglas's death, Glenbervie transferred the particular debts mentioned in the disposition to William Forbes, as trustee for himself, with provision to lay out the residue (after payment of the legacies,) upon security for his aliment in terms of the above clause.

However, some of Glenbervie's creditors having arrested the sums in the debtors of the bonds their hands, insisted in a forthcoming; in which, it was pleaded for William Forbes, the trustee, That, as to the residue, Glenbervie himself was preferable, in regard that by the deed in his favours, the same was declared alimentary and unaffectable by his creditors, which was at least good against all those whose debts were prior to the disposition: