

While the term is running doth not so affect the subject as to oblige the arrester to seek payment of it at the term, if before that time it was out of the person of him for whose debt it was arrested. For where the rent of land was arrested by one creditor before the term of payment, and the same lands were after the arrestment appraised and the appraiser in fact before the term; the appraiser was preferred to the arrester as to the current term's rent arrears: since the Common debtor being lawfully divested of his right to the lands by the appraising and seisin before the term of payment; the Appraiser had right to that and all subsequent terms rent 13 Decemb. 1678 Huntley contra Hume. Arrestment of annual rents or Moiles or duties currente termino is preferable to a posterior assignation to that term's rent 27 July 1673 Creditors of Scot from peeling. And what may be due to a life-renter upon his surviving a term, may be arrested currente termino. But in the case of an arrestment of a term's rent before the term of payment, execution is not suspended till the term be elapsed 3 July 1628 Scot contra Lord Drumlanrig. Hair ib. 3 Jul. 1629 which arrestment while the term is current, affects the whole year's rent if payable but once in the year, and only a term's rent if payable term by term ibid. And affects not only what is already due and payable, but also what is current, et ubi dies Cessat, Sed non Cessat. But arrestment of by-gones and in time coming, doth not extend to any annual rents or rents of years to be subsequent to the time of executing the arrestment 18 January 1628 L. Hal Ker ton contra Falconer. Albeit the Law establishing the African Company Act 8 Sept. 5 Par. R. W. declares, that no part of the Stock shall be liable to arrestment, and that the property shall only be conveyed by transfers in their Books, except the share of profit belonging to any particular member, which may be affected by the due Diligence of Creditors: yet after the Company was dissolved by Law, and the Stock with the Interest appointed to be paid in to the respective Adventurers and proprietors, a particular share of the Stock and Interest was found arrestable, at the instance

of the proprietors Creditor, in order to oblige the directors of the Company to transfer the same in the ordinary way in favour of the arrester 18 March 1707 Alison contra Directors of the African Company. And the said arrester was preferred to the Donatary of the debtors Estate, whose declarator was not executed till after the arrestment 27 March 1707 Kincaid contra Alison. Yeagan arrester of another's share of the said Companies Stock, was preferred to the Stock of the said share in a competition with a Donatary whose gift was declared before the arrestment. But the annual rents thereof cancelled by act of Parliament in lieu of the profits, were found to be paid under a special end belonged to the Donatary 7 June 1709 Wright man contra Creditors of Bonard. Conditional debt may be arrested. Thus arrestment of a life-rent annuity before the term was sustained to affect the rents due by the tenant for the current term Anno die 31 January 1705 Corpe contra Master term. Albeit the life-renters death intervenes before the term would render the arrestment eventually ineffectual, because the rents would then be due to the life-renter. The Books of Studies in the universities may be arrested Carproz. Juris Prud. Forens. Part 1 Conf. 29. Def. 33.

The salaries of professors in Universities may be arrested, if there be no other goods or estate to which L. 4. de Exec. ut. rei. jud. Carproz. ibid. Def. 32.

Gratuitous or proper aliments are not arrestable Carproz. ibid. Def. 33. A yearly alimentary provision given by the King in favour of a wife and her children to prevent their starving, was found neither arrestable for the husband's debt, nor yet for a alimentary debt contracted by furnishing Entertainment to him in preceding years, by an opinion that Privilegiatus contra privilegium non utitur privilegio 22 Decemb. 1646 Dick contra Dick. Because it is not by any Privilege, but by the nature of the right, that alimentary provisions are not arrestable, viz. Aliment being granted for the necessaries of life, de die in diem, it is to be applied for the current years provision, and not for the provision of anterior years: Seeing Nemo Alitur de presentibus, and venter non alitur moram. But L. 1. de doli 910.