

Not allow Men to Cover their estates from the Diligence of Creditors, by converting the same into voluntary obligations. Thus one having disposed his estate to his grand child, reserving the life rent as an Affirmation to his father who was the disposer appeared heir, the reserved life rent was found affectable by arrestment at the Instance of the life renter's Creditors 17 June 1707 Blackwood contra Boyd. An annuity in the disposition of an estate reserved by way of Aliment to the wife, and payable per advance, was judged to be of the Nature of a reserved life rent affectable by Arrestment 16 June 1708 Hamilton contra Livingston of Killyth. A Debt payable to one by a Decree arbitral, was found Arrestable by a person who was Creditor to him before the Decree: Altho it was therein declared alimentary and not affectable by Creditors 22 June 1708 Irving contra Kinnear. A Man who to trouble himself about the payment of his Debts, if he in himself or by some friendly arbitrator, could effectually discharge his Debts free from Diligence requires less of a Commissioner to the parties as being alimentary 18 March 1707 Melrose supplicavit. Pensions granted by the King or his Ministers or his publick Ministers and servants, Decr. 11 June 1713 Spotswood Aral. Sir John Blair lib. 3 Tit. 1 § 3. For a common servant see the Arrestment except in so far as it exceeds what is necessary for his Aliment according to the Quality of the service he is in July 1668 contra Davidson. Because a servant's Fee is not due to him except he lives, and therefore cannot be made forth coming to any other use. But the Excesses his Fee more than is necessary for his Aliment in such Service may be arrested. The dues of a Weaver to the Lignon were also found arrestable in the Collector's hands; a Weaver's place being lucrative and affording more profit than is necessary for maintaining him in his Service. But in regard such dues are paid in Duties as the Collector could not positively depone what was in his hand at every Arrestment, the Collector was appointed to account for the same yearly the first day of January, first of August, and the first day after Martinmas; and the Arrestment is more preferred according to their priority as to every running term for the whole term, and Decr. as to every particular due when paid in to the Collector 9 Feb. 1681 Cummer contra his Creditors. An Indefinite Sum of 500 l. left or more used to be arrested, because what is truly owing is not certainly known to the arrester. Sir Robert Spotswood (Pro. J. Arrestment) asserts that Corns growing on the Ground cannot be arrested for an Annual rent owing for the same Ground

Proviso. But whatever be us to that Farms cannot be arrested before the crops
No Corn: Because no Arrestment can be of things not extant.

Arrestment of a Movable being annual, and affects the Debtor, and secures not only the principal sum and by gone annual rents owing at the time of the Arrestment; but also the annual rents that shall fall due in time following till the principal sum be paid, without the necessity to arrest yearly thereafter for the annual rents that shall be owing till March 1633 Thomson contra White. An Arrestment of Mails concerns not only the due for the time past or Mails, and duties for the time current, and can never be extended to other Mails due before they fall due. The Season of the Disparity, is bound in Court, Decr. non veni, as to the annuals, but not in a Court of Session. The due thereof Mails and duties are not to be taken as a Debt, whereof due fruits; and by gone the annuals or Mails and duties are a Debt, whereof due fruits, but not the Mails and duties of future terms, unless it be Decr. that they either grant a warrant of Arrestment, or are liable where the Commission exists, Stuart ibid.

Arrestment binds only the person in whose hands it is laid on Capital, but not the person in whose hands it is laid to pay or perform voluntarily to the Creditor, whereof see Decr. lib. 3 Tit. 1 § 2. C. 11. Contra lib. 3 Tit. 6. § 6. An Arrestment being a personal prohibition to the Debtor, and not a Debt, it is not due with Interest, and has to effect against the Successor who may pay on a fide to the Creditor in abigency without regard to the Arrestment, tho' Sir James Stewart (ibid) thinks it unaccountable; but an arrester should be preferred to a posterior assignee, and yet the heir or executor of the person in whose hands the Arrestment is made, should be allowed to pay to such assignee, whereby he gets preference to the arrester who was once preferable. Any Bond given for Loosing such Arrestment fallen thro' the death of the person in whose hands it is made, must also Evanish, Stuart ibid. One Creditor may find what another had before Arrested, not with standing of the prior Arrestment 29 July 1634 Hunter contra Dick 11 March 1635 Dick contra Spence and Thomson 12 Feb. 1636 Leslie contra Nene. 4 Decemb. 1679 Gorrestler contra Mackay Men