

executry. The Lords found, That there is sufficient evidence that the sum contained in the bill was part of the proceeds of Sir James Rothead's executry, and that therefore Sir James' nearest of kin are preferable for the sum in the said bill to the other creditors of Mr. Murray.

No. 12.

Fol. Dic. v. 4. p. 318. Rem. Dec.

* * This case is No. 15. p. 7737. *voce* JUS QUÆSITUM TERTIO.

1750. June 12.

RAMSAY *against* BLAIR.

No. 13.

Ramsay of Drumlochie being attainted for rebellion, in order to save something for his children, assigned to Blair, his brother-in-law, a bond due by the Earl Northesk. Blair granted discharge of this bond to the Earl, on the latter's granting him a new bond for the sum, and this new bond was assigned by Blair to Alexander Alison under backbond, declaring the assignation to be in trust for Ramsay's children. Alison recovering payment from the Earl, granted a bond of corroboration to Blair for behoof of the said children, of which bond Blair received payment from Alison. One of the children of Ramsay pursuing for her share of this money, the crown-officers receiving intelligence of the transaction, entered a claim for the whole sum in the bond. Blair urged in defence, That he could not be obliged to pay the same sum to both. The Lords decerned Blair to pay to the pursuer, notwithstanding of his being still liable to pay the whole sum to the crown.

Fol. Dic. v. 4. p. 319. D. Falconer. Sel. Dec.

* * This case is No. 62. p. 4969. *voce* FRAUD.

1752. February 14.

DUKE of NORFOLK *against* TRUSTEES of The YORK BUILDINGS COMPANY.

No. 14.

The York Buildings Company having purchased from the public several of the forfeited estates in Scotland, granted bonds of annuities, during the lives of certain persons mentioned in the bonds. The annuities having run in arrear, the Company entered into an indenture with the annuitants, binding themselves to obtain infestments on the estates, and then to grant infestments to certain persons as trustees for security of the annuitants, whose names were contained in a schedule annexed to the indenture. The Company was accordingly infest, and the Trustees in consequence; but neither the indenture, schedule, nor disposition to the Trustees, mentioned the original bonds, nor the lives, inserted in the bonds. Several of the annuitants disposed their annuities, and, from ignorance of the law of Scotland, the purchasers were in use to give up the old bonds to the Company, and obtain from them new bonds, in which sometimes the names of the lives were changed. The Duke of Norfolk, a creditor of the Company, adjudged the