

1738. July 25.

The CREDITORS ARRESTERS, of DOUGLASS *against* The LEGATEES of DOUGLAS.

No 69]

WHERE a grant was made of certain bonds, and of all other subjects belonging to the grantor, and the said grant burdened with certain legacies to the persons therein named, these legacies were found to be preferable debts of the grantee to his own proper Creditors arresting the subjects.

Fol. Dic. v. 4. p. 68. Kilkerran, (PERSONAL AND REAL.) No 1. p. 383.

1739. June 20. CREDITORS of BROUGHTON *against* GORDON.

A FATHER having disposed his estate to his eldest son, in his contract of marriage, with the burden of his debts in general, as contained in a list or inventory therein referred to, the general burdening clause was also ingrossed in the procuratory of resignation, and the list registered in the books of Session.

It was notwithstanding, found, that the particular debts not being expressed in the contract, nor the list registered in the register of sasines and reversions, the said clauses in the contract and procuratory of resignation, did not render these debts real burdens upon the lands conveyed by the father to the son.

Fol. Dic. v. 4. p. 69. Kilkerran, (PERSONAL AND REAL.) No 2. p. 383.

No 70.

A disposition with the burden of debts contained in list, referred to in the disposition, does not make these debts a real burden, unless the list be recorded in the register of sasines.

*** Lord Kames reports this case :

SIR DAVID MURRAY, in the marriage-contract of his eldest son Alexander, disposed to him the estate of Stanhope, with the following clause in the procuratory of resignation: " And further, it is hereby expressly provided and declared, and shall be provided and declared in the charter and infestments to follow hereon, that these presents are granted in favours of the said Alexander Murray, and the lands, baronies, tenandries, and others therein mentioned, are resigned with express burden of payment to the said Sir David Murray's Creditors, of the hail debts and sums of money due by him to them, and contained in a particular list and inventory of the said debts; as also, with the burden of payment to the said Sir David's children, of the respective provisions and portions granted by the said Sir David to them, all particularly set down in the foresaid list and inventory, subscribed by the said Sir David and Alexander Murrays, of the date of these presents." And this list was recorded in the books of Session.

Sir Alexander the son sold the estate, which produced a multiple-poiding by the purchaser, as debtor for the price, and a competition of Creditors; and Mr Robert Gordon, having right by progress to the provision of one of Sir