

As Intimation. ~~but his private knowledge of the assignment is~~
~~not sufficient to make the assignment a legal one~~
~~as in the case of Star lib. 3 tit. 1 § 9 and 48 Mc Kenzie lib. 3 tit. 1~~
 § 6. A person subscribing a bond for a sum due by himself contain-
 in Gremio another's assignation in further security to a subject due
 to that other by the principal Debtor, was held to be Equivalent
 to a formal Intimation to him of the assignation 28 March 170
 Competition of the Creditors of Lord Ballinden and C. of Dalhousie
 V. a Debtors having treated sundry times with an assignee
 concerning payment making to him of the sum assigned, and
 offered to him some satisfaction for the same, referred to the
 Debtors own oath, was allowed to be a good Intimation 31
 March 1624 L. Dunipace contra Sandies But the Debtors
 own knowledge of the assignation is not sufficient 19 March
 1626 L. Westerman contra Williamson sine Garnishment
 June 1624 Adamson contra Mitchell. For he is not held to
 stand to know, what is not intimated to him in a legal way.
 Nor can a debtors promise of payment to an assignee upon get-
 ting a sight of the assignation, be proved by the Debtors oath
 to prefer the assignee to a petitioner arrester of the Debt
 11 Decemb. 1674 Kume v. Elphinstone contra Murray &
 Stenchaps. A Debtors Knowledge by a pursuit against him upon
 an assignation was not found Equivalent to an Intimation
 as to the whole subject assigned, but only as to so much part
 of as was then pursued for. Novemb. 1622 Murray
 contra Durham and Lady Winton. Because if a person
 intimates his right only pro parte, it is not effectual pro heli-
 quo: And called the Defender knew all that was in the
 assignation, he was not obliged to notice it farther than
 concerned the process. Nor yet was a Debtors Pursuing the
 assignee before Intimation ad hunc effectum to take away
 the pursuers bond by the Credent's oath, and assignees production
 the assignation and insisting upon it, sustained as an Intima-
 tion 13 Feb. 1662 L. Pitfodels contra L. Glendindy. Inti-
 mation to one of several Corner Debentis principals or
 Cautionsers compleats the assignees title as to all, so as
 to prefer him in a Competition with others for the Debt
 unpaid

Unpaid: But not to oblige another of these persons who, having
 got no Intimation made payment to the Credent Benefic, to
 pay over again to the assignee Star lib. 3 tit. 1 § 10. For obviating
 which Inconvenience, it is necessary for assignees to Intimate
 their Rights to all Corner Debentis. Intimation made of an
 assignation at the Court-Hill House where the Debtor dwells,
 was not sustained a sufficient Intimation to put him under
 Oath to pay to the Credent 21 July 1632 Kume contra Kume.
 And it is concluded, if Intimations must not be made to the
 Debtors personally, and not at any dwelling or used. In
 Intimation as a condition to a bond, and then, ought to
 be Equivalent, are to be made to the commissioners in their
 ordinary meetings, and in the case of their absence
 at the Equivalent office any day of the week between
 the hours of 9 & 10 before noon, or between 2 & 6 in the
 afternoon except on Saturday afternoon. And if none be
 found attending at the office the lines above said to be made
 Intimations, or the doors thereof be shut, Intimations may be
 made at the door of the office and offices hereon, del of Decemb
 21 June 1707.

An assignation and Disposition to moveables, or assignati-
 on to the rent, rights, tithes, rentals, services, pieces, requi-
 ring possession to complete them, are perfected by possession,
~~and a disposition to moveables, or assignation to the rent~~
 Star lib. 3 tit. 2 § 6 tit. 1 § 8. Thus an assignee
 getting payment of the annual rent of an heritable bond
 was sustained as sufficient to complete his right without
 an Instrument of Intimation 18 January 1628 L. Halden
 contra Falconer. Possession doth not only complete an
 assignation or Disposition of moveables, but Law presumes
 from possession, that there was a disposition in favour of the
 possessor, till the contrary be made appear 26 July 1672
 Hamilton contra Master of a Ship 18 June 1675
 Taylor contra Rankin. Natural or Civil or Symboli-
 cal possession is required to complete a right to moveables.
 Sometimes possession Lawfully attained without delivery