

that a Sum of Money should be paid by the Receiver to the Grantor or any he should name and that in case of not payment the right should be void; a Declarator of Nullity of the said Disposition upon the provision afore said, was thought by Sir John Nicolson Decis. 41 Curriug contra Johnston 7 Novemb. 1666 to operate in favour of the Assignee, tho' the lands were not disposed to him in case of contravention, but to pertain to the Disposer and his heirs; so as the assignee might pursue the heirs of the Disposer and Receiver of the Right to Demand themselves thereof: the assignee's assignment of the provision carries the whole benefit & consequence of it. A general assignation omnium bonorum of sufficient Right to obtain Warrantable in the assignee's name without the necessity of Confirmation in a Competition with an Executor De curia who had a license to pursue, but had not confirmed; tho' it would not be good to recover the subject from a third party by way of action 22 Novemb. 1711 Sir John contra Logan. Assignation to a tack duty in security of Debt where of the Annual rent was less than the subject, tho' it doth not make the assignee entering to possess by virtue thereof liable to Intromet beyond his Annual rent, or accountable for more 22 July 1709 Duncan contra Graham. Nor is an assignee to Debt due to the Creditor in security and for the more sure payment of what he owes to the assignee, obliged to do Diligence for recovering these debts assigned in security: tho' are they (tho' prescribed thro' the assignee's name) owing for the same when he might & were it) Imputable in payment of the Debt due by the Creditor to him 27 Decemb. 1709 Smith contra Finlay. Because no Law obliges a Creditor to quit his pledge, unless the Cause for which it was given be first satisfied, nor to Expence certain Money for recovering doubtful Debts, unless he be expressly obliged to do Diligence; More than an Arrestor is bound to prosecute a for the Comming, all that he is tied to, is to take care that the Goods Impignored perish not thro' his Neglect. Assignation taken by a Creditor from his Debtor to Maille and Duties not expressly in satisfaction, and Intimated to the tenants, was found to be only a corroborative security, and not to oblige the assignee to account for these Goods unless

Unless he had. Debarred the Creditor or his Creditors from applying to Creditors for further security in on the Table of Chamberlains or others, do not oblige these Creditors to the formalities of presenting Intimating and protesting 27 July 1666 E. Newburgh contra Mackay. An Intimate Dealt de assignation to a Warrantable Bond was found to Denude the Creditor and convey the Bond sufficiently with the necessity of Confirmation; where he had neither Wife nor Heirs, who could pretend prejudice therein 15 March 1662 Sir James contra Lairdland. An Intimated assignation is of sufficient force against the Creditor and his Representatives; was accounted quarrel at Law lib. 3 Tit. 1 § 15. Nor was the Creditor's Executor Creditor allowed to quarrel such an assignation 27 July 1666 Executors of Riepath contra Home. Tho' general assignations not Intimated in the Creditor's life, were titles of ^{not without confirming the subject} Honour or Service, if not more complete than those in Competition, see 26 Feb. 2 Pars. 11. 8. Mr. Bond's or other writs Registrable may be insisted upon the Dealt in the Warrant lib. 39 Feb. 6. Pars. 11. 8. By the Creditor lib. 15 Feb. 7. Pars. 11. 8. 11. At the Intimation of the assignee, receiving a special assignation, tho' not Intimated. Sir John Nicolson Decis. 41 in the number of his Doubtful Debts (Rebellion) whether an assignation of a Warrantable Bond granted not Intimated before the Creditor's Rebellion, the assignee, or Donatory of the Writors forfeiture will be preferred to the subject assigned. Sir James Stuart (Answers etc.) says, that the assignation tho' not Intimated before the Rebellion, doth certainly Denude the Creditor, and thence in Law suffice to Exclude the Donatory, unless he prevent the assignee by Diligence and applying; seeing the Intimation is Intended only to secure against another assignee, and the Rebel forfeits only what might be had, where as the Bond assigned was in bonis Sponarij. But as that great Lawyer himself doth own, this may be Doubted, and in my opinion for this very good Reason: Because the Creditor's Creditor arresting the subject before Intimation of the assignee's right, would be preferred to him; and the Irish is Creditor to the Rebel