

1622. July 30. MONNYPENNY against BLACK of Largo.

FOUND that the cedent could not swear in prejudice of the assignee, albeit the charge was raised by the cedent, and that the assignee only compeared in the suspension for his interest.

Kerse, MS. fol. 54.

No 9.

1622. December 19. SCHAW against ———

THE LORDS found that the assignee could be in no better case than the cedent, albeit it was answered that the cedent could only be excluded by a personal exception, that she was heir to her father who had renounced.

Kerse, MS. fol. 54.

No 10.

1623. November 19. Mr JOHN ROSS against The LAIRD of BALMIRRI NOCH.

THE LORDS found that the taking of assignation from a third party, did not prejudice the assignee of his own right quhilk he had otherways.

Kerse, MS. fol. 54.

No 11.

1625. February 2. A. against B.

ASSIGNATION with intimation (*nominis*) or the possession of a right, cessible by simple assignation, as if a liferent sustained against a posterior comprising, or arretment; notwithstanding of this reply, that it was offered to be proven, that the cedent remained in possession.

Kerse, MS. fol. 54.

No 12.

1626. July 27. L. ANSTRUTHER against BLACK.

IN an action betwixt the L. of Anstruther, as assignee constitute by Sir Thomas Dischington, to some monies addebted to him by Mr Black, out of the lands of Largo, the LORDS found, That an assignation made to sums of money, for the which Sir Thomas, the cedent, had charter and safine, the time of the assignation, could not be so valially assigned; but that notwithstanding of the assignation and intimation thereof, another of the cedent's creditors might thereafter comprife the same from the debtor; and which comprifer would be preferred in his right to the prior assignee, seeing the assignation was not *habilis modus* to

No 13.
A person, assignig a sum, for which he has heritable security, is not thereby denuded. The right may be, notwithstanding, adjudged.