

No 30. 1714. June 8. M'DOWAL of Freugh *against* FULLERTOUN.

BEFORE intimation, the debtor is in safety to make payment to the cedent.
Fol. Dic. v. 1. p. 62. Forbes, MS.

See the particulars of this case p. 576. of this Dictionary.

What rights are established by Assignation without the necessity of intimation.

No 31. 1587. February. DISHINGTON *against* L. LOCHNORIS.
 AN assignation of a reversion, without intimation annailzies not.

*Fol. Dic. v. 1. p. 63. Colvill, MS.**

No 32. 1589. December. DISHINGTON *against* PORTEOUS.
 IN double assignations made of the same reversion, he was preferred who first used the order of redemption.

*Fol. Dic. v. 1. p. 63. Colvill, MS.**

No 33. 1639. March 6. URQUHART *against* BARCLAY.
 By a contract betwixt umquhile John Urquhart, tutor of Cromarty, and umquhile Barclay of Towie, the Laird of Towie, having wadset to the said John Urquhart, certain lands, bearing a clause, ' That, notwithstanding of the wadset, the debtor should be obliged to pay the sum upon the requisition of 60 days ;' to the which contract, the umquhile tutor makes John Urquhart, son to the Laird of Cromarty, assignee, who, according to the contract, after the decease of the tutor cedent, and also after the death of the umquhile Laird of Towie, the debtor requires the son and heir of the said debtor, he being at that time served and returned heir, upon the said contract, to make payment, conform to the contract ;

Assignation of a contract of wadset was found to establish the right in the assignee's person, so as to entitle him to use requisition after the cedent's death, without any intermediate step of diligence.

* The Editor has already had occasion to observe, that the copy of the MS. decisions of Colvill, Lord Culrofs, in the Advocates Library, contains none of later date than 1584. He has not, therefore, yet discovered where Lord Kames found those he mentions posterior to that period.