

No. 4. 1741. *July 8.* LAING *against* NICOL.

ASSIGNEES general. If they won't confirm, what remedy have their creditors? How can they confirm? Remitted to the Ordinary to be heard.

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No. 5. 1743. *Jan. 12, 22.* CROCKAT *against* BROWN.

ASSIGNATION revocable though duly intimated, and the power of revocation afterwards renounced, postponed to a posterior assignation for onerous causes also intimated, in respect, the discharge of the power of revocation was not intimated; and thereafter an intimation being produced of both, an objection thereto was sustained, that it was made for the representatives in general of the creditor without naming them, and was not made to the curators of the debtor.

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No. 6. 1745. *June 5.* MARY HAY *against* STEUART.

ASSIGNEE cannot in his own name execute horning or arrestment raised in his cedent's name. *Vide inter eosdem, voce* HORNING.

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No. 7. 1749. *July 14.* TELFER *against* SPENCE.

A DEFENCE of payment may not only be proved against a gratuitous assignee by his cedent's oath; but if the cedent go out of the country or abscond, the assignee must produce him to depone.

See Grant against Watt, 16th January 1735, *voce* ARRESTMENT.

See NOTES.