

ASSIGNATION.

Nature and Effect of an Assignment.

1533. *July 3.* ROBERT CAIRNIS *against* ROBERT LEYIS.

ANE gift or dispositioun beand maid and gevin of ony thing to twa perfounis conjunctly and severally, and ony ane of thame make and constitute an assignay, the famin assignay, be vertue of his assignatioun, may not clame mair nor the ane half of the said gift ; for the uther half thairof partenis to the uther perfoun to quhome the famin was maid, and quha maid na assignatioun thereof. And sicklike gif the said disposition be made to ma perfounis, the assignay to have after the rate and quantitie thairof.

Balfour, p. 169.

No 1.

One of two or more persons, having right conjunctly and severally, to a whole ; by assigning the subject, conveys only his own proportion.

1533. *November 29.*

The ABBOT of KILWINNING *against* ANDRO AUCHINLECK.

ALL assignatiounis or contract is not contenand ane titill, onerous or lucrative, are of nane avail, force, nor effect, be way of exceptioun.

Balfour, p. 169.

No 2.

1558. *March 1.* DAVID THOMSON *against* WILLIAM CHIRNSIDE.

ALL assignatiouns and resignatiouns maid be ony man to his sone, or to ony uther perfoun, of landis, gudis, cornis, cattell, or utheris, are of nane avail be way of exceptioun, gif the maker thairof remane still in possessioun of the famin guidis or landis, or of the maist part thairof, likeas he did before the making of the famin *quia donans et retinens nihil agit.*

Balfour, p. 170.

No 3.

Assignment of moveables, *retenta possessione*, is ineffectual.