No 62. properly ſo called, and not to appriſings; neither yet to an infeftment for relief, whereunto the rents were not to be only for the annualrent of the ſum, but to ſatisfy the principal; and, therefore, ſeeing the LORDS found that the only right was in the defender's grandfather, and that he diſponed to the defender; that he could be in no better caſe than his grandfather, as to the diſpoſition granted by his grandfather without a cauſe onerous, being after the diſpoſition of the ſame lands, by that ſame grandfather to the purſuer's author; but found it not neceſſary to determine the caſe of lucrative ſucceſſor, as it was here ſtated to make the ſucceſſor liable to his predeceſſor's debts. *See* PERSONAL and REAL. *See* REGISTRATION.

Fol. Dic. v. 1. *p.* 70. *Stair, v.* 1. *p.* 133.

No 63.
A cedent found not entitled, after granting aſſignation, to diſcharge the debt gratuitouſly, though before intimation.

1671. *February* 3. BLAIR of Bagillo *againſt* BLAIR of Denhead.

BLAIR of Bagillo having granted bond to Blair of Denhead, he did aſſign the ſame to Guthrie of Colliſtoun. Bagillo raiſed ſuſpenſion againſt Colliſtoun as aſſignee, *in anno* 1632, and now Colliſtoun inſiſts in a transferring of the old ſuſpenſion and decreet ſuſpended againſt Bagillo's heirs, to the effect the cautioner in the ſuſpenſion may be reached. It was *alleged*, no transference, becauſe Bagillo's father obtained a general diſcharge from Denhead, before any intimation upon Colliſtoun's aſſignation; and albeit the diſcharge be poſterior to the aſſignation produced, it muſt liberate the debtor, who was not obliged to know the aſſignee before intimation. It was *answered*, that the debtor might pay to the cedent *bona fide*, before intimation; yet a diſcharge obtained from the cedent, after aſſignation, would not liberate againſt the aſſignee, though it were before intimation; and this general diſcharge bears no onerous cauſe. *2dly*, This general diſcharge being only of all proceſſes and debts betwixt Bagillo and Denhead, at that time, it cannot extend to this ſum aſſigned by Denhead long before, and who could not know whether the aſſignee had intimate or not; and cannot be thought contrary the warrandice of his own aſſignation, to have diſcharged the ſum aſſigned; eſpecially ſeeing there was an aſſignation long before, which was loſt, and the intimation thereof yet remains; and this ſecond aſſignation bears to have been made in reſpect of the loſs of the former, and yet it is alſo before this general diſcharge.

THE LORDS found the general diſcharge of the cedent could not take away this ſum, formerly aſſigned to him, though not intimate, unleſs it were proven that payment or ſatisfaction was truly made for this ſum.

Fol. Dic. v. 1. *p.* 70. *Stair, v.* 1. *p.* 714.

No 64.
A ſecond aſſignation was not intimated; yet found

1675. *July* 15. ALEXANDER *againſt* LUNDIES.

ANNA LUNDIE granted an aſſignation of 3000 merks to Anna Alexander her neice, being a part of the bond of 4000 merks belonging to her; and thereafter ſhe granted an aſſignation to three ſiſters Lundies, alſo her relations, who made