

GENERAL ASSIGNATION.

SECT. I.

What understood a General Assigation.

1717. July 23. LADY GRANT *against* MRS BRODIE.

No 1.

THE Laird of Grant having made a disposition *omnium bonorum* to his Lady, in case of her survivance, *rents, mails, casualties, &c.* with a special clause, 'together with what shall be due and resting, at my decease, of the yearly annuity of L. 200 Sterling money payable to me by Brigadier Grant;' it was *contended* for the Lady, That, as to the remains of the L. 200 annuity resting at her husband's death, her assigation was special.—THE LORDS found, that even as to this clause, the disposition was general, in terms of the act 26th Parliament 1690, and therefore needed confirmation. See APPENDIX.

*Fol. Dic. v. 1. p. 338.*1723. January. SIR JAMES GRAY *against* EDWARD CALLENDAR.

No 2.

THE Duke of Hamilton, executor confirmed as nearest of kin to his father, raised a process of multiplepointing against his father's creditors, wherein comparance was made for Sir James Gray and Edward Callendar, whose respective interests stood thus: Edward Callendar was creditor to the late Duke in L. 900 Sterling, for which he had obtained a decret against the present Duke, as executor confirmed before the Commissaries of Edinburgh. Sir James Gray was creditor to the late Duke in L. 1400 Sterling, and, for his further security, obtained an assigation from him, 'Of as much of the first, best, and readiest of the rests of the rents of his lands and estate in Scotland, that should happen to be due to him the time of his decease; and in and to as much of the first

Assigation to a creditor of as much of the first and readiest of the rents of the cedent's lands, that should happen to be due to him at the time of his decease, as would satisfy and pay the