

N^o 3 Subaltern Infeftment stair lib. 3 fols. 916. And some persons
 Rights or Obligations are Incommunicable by assignation: as the
 part of Reversions, temporary Leases for Years not let to one and his
 assigns &c. For all best assignations to Leases or Reversions not
 conceived in favour of Assignees, might Intitule the assignee to a
 Procuratorio nomine for the cedents, they could not Implever the
 to act in their own Names, and to their own behoof as procurators
 in rem suam stair ibid. Some other Rights or obligations are also
 Personalissimas and Incommunicable by assignment, as the Right
 Parental or Conjugal obligations, Commissions and Trusts, which
 Quod est persona stair ibid. 51. But all Moveables, or rights,
 whether heritable or Moveable, not complicated by Infeftment
 or which are perfect without Infeftment, and the current in-
 fests of heritable Rights complicated by Infeftment may be assigned
 Actions or a right of Action, could not by the civil law be assign-
 to persons more powerful than the cedent lib. 2 f. 11. Quod est persona
 Patroc. And the Common law of England, for avoiding In-
 justice and oppression, and the stirring up of suits, allows the
 thing in Action to be assigned over or transferred 32 Hen. 8 fol.
 34 Case 1 Inst. 214. a. 218. a. But with us there is no Restriction
 upon the assigning of Actions, save that Members of the College
 of Justice are prohibited to buy pieces under pain of forfeiting
 their offices Act 276 Par. 14 f. 6. And part of a thing in Action
 cannot be assigned to. Devocts in lieu of their Honorary due
 lib. 1 fol. 18 f. 8 Craig fens. lib. 1 fol. 20. Bonds conceived of one
 and his heirs, without Expressing assigns, may be assigned a f. 1
 1669 Stuart of Gairmullie contra Stuart. Yea a Bond ex-
 cluding assigns, is assignable for Onerous and Necessary Causes
 28 Feb. 1689 Strachan contra Colonel Barclay. Assignation
 by a Minister of his Stipend for an Ensuing Year was sus-
 tained, albeit Consisting of Bolls of Victual not extant at the
 date of the assignation, the Bolls assigned being neither sold
 nor growing; seeing the Cedent lived while the Stipend fell due
 6 Decemb. 1688 Douglass contra Mitchell
 Assignation to a Debt, is an Incomplete right till it be Intime-
 ted to the Debtor, that he may know whom to pay to Craig
 Intimation

Intimation may be made 1^o by the assignee or his procurators
 Shewing the assignation to the Debtor, and taking Instruments
 thereupon in the hands of a Notary. Which require the liberato-
 remittes as Instruments of promission and requisition. And
 one man cannot be both procurator and Notary 3 July 1628
 Scot contra Scot Drumlanrig. Instruments of Intimation of as-
 signations, are not accustomed to be insert in Protocols 3 January
 1681 Chiefly contra Chiefly. If the Debtor be out of Scotland he
 must be liberated of the assignation by letters of Intimation
 Executed at the Warhel Cross of Edinburgh Pier and there of
 Lieth, without which letters of Intimation obtained from the
 Lords, no Intimation can be made to persons abroad 18 July
 1677 Monteith contra Murray. 2^o Intimation may be made
 by a writ at the Instance of the assignee against the Debtor
 for recovery, where in the assignation is Indicially produced
 stair lib. 3 fol. 157. McKenzie Inst. lib. 3 f. 5 S. S. But Citatio-
 on at the assignees Instance before he produce his assignation
 Indicially, will not Exclude an Interdict Medis tempore: for
 even a formal Instrument of Intimation proved not unless
 it bears that the assignation was produced stair ibid 148.
 Intimation is also made in a Charge of Exemption, or in
 arrestment 6 Decemb. 1635 Douglass contra Mitchell stair
 ibid 157. But not by writs — Inhibition against the Cedent
 14 March 1626 L. Westerman contra Williamson and Garrioch
 McKenzie ibid 157. Because as the chief Design of Inhibition
 is for Execution, and not for Publication: so Inhibition properly
 concerns heritable, and hath no effect against Moveables, nor
 is it particularly Executed against an Intimated to the Debtors
 of the Inhibited person. 3^o The Debtors paying annual rent,
 or any part of the principal sum, stair lib. 3 fols. 98 & 99
 To the assignee, or Acknowledging the assignation and promising
 payment to him by any Court under the Debtors hand, as a bond
 of Corroboration granted by him, or a letter from him pro-
 mising payment 11 Decemb. 1674 Hume and Elphinstone
 contra Murray of Stanhope observed by Dirltown 22 Janu-
 ary 1630 Contra observed by Dirl is sustained
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