

Day sustained to found the exception of res Litigiosa against
 the assigny 21 January 1709 Houslow contra Day Kirland and
 her husband. Because where a Summons is not called within Year
 and Day, the Instance periseth and cannot be Wakened. Assigny
 by one Part to the Stock and profits of a Share in a Manufacture
 having transferred the Stock to others for onerous Causes reser-
 ving the profits to himself, after he had complied upon his assignation
 to these profits in a process with his Creditors, he
 quarrelled his right as Creditor for not being Delivered to him
 the Stock: the Stock transferred was found to be rendered
 litigious by the said process where in the profits only were
 Deb ali; and the oath of the grantor of the transference
 to prove against the Receiver 19 January 1711 Dalrymple
 Hume and Blackwood. Oath of a Creditor is fornicent against
 assigny taking right to a debt after it was rendered
 not by forcing him to appear by diligence of the assignee
 as a witness to prove the Debtors Exception, but by an
 Diligence to file him and holding him Confesee as a party
 June 1673 Sameruel contra Where the matter was found
 probable by the Creditor's oath, the lord would not hold him as
 Confesee: Because they were Informed that the Allegation
 proposed in respect the Creditor was a Quaker and would
 swear at all 28 June 1666 McMorlan contra Melvil. Altho
 a Creditor ^{with} cannot prove against an assigny as to the right
 assigned to take it away by payment Compensation
 the oath of a Creditor was found Receivable against an
 assigny not founding upon his assignation, but upon another
 Debt due to the Creditor not assignee, to Elide Compensation
 or payment of the Debt assignee; and payment of that other
 Debt was found probable by the Creditor's oath 7 Novemb.
 1674 Boyd contra Story 14 Decemb. 1675 Crauford contra
 Mestres. In which Case the assigny utitur Ture Authoris
 and can be in no better Case than the Creditor. One pursued
 upon his ticket to hold count for a Sum by an assigny for
 an onerous Cause, was allowed to prove by the Creditor

Oath, that he had counted with him in the terms of the ticket 20
 June 1705 Grant contra Anderson seeing the obligation was on G to
 Count for the Money, and not a liquid obligation to pay. In England
 the Creditor's oath proved in a Case against the assigny 28 June
 1666 McMorlan contra Melvil.
 As in Mutual Contracts neither party can Charge or pursue
 till he fulfils his part: so Execution and Diligence even at the instance
 of an assigny to either must stop, till his Credit performance
 incumbent upon him to be paid. 10 Feb. 1716. Assignees are
 not obliged to receive or sign any Assigny without approving or
 adjudications: But an assigny to a Creditor and assigny granted
 by one to his Debtor, before the Credit take Effect, may
 Compele the Creditor to receive him. 10 Feb. 1716.
 Tit. 2.
 of Privileged assignations.
 Privileged assignations are those which require not to their force
 publication and perfection, the solemnities assignate to ordinary assign-
 nations.
 Such are divided into Conventional and Legal assignations.
 Privileged ^{conventional} assignations, are the Assignments of Bills of Exchange
 and the notes of any trading Company, which require not the solemnities
 of ordinary assignations or other solemnities, and also the Assignments
 in the Indorsee's name and trust in Relation to Bills, may be other-
 wise than by writ, or calling of party act 25 Sep. 6 Jac. 1. 11. Nor
 is Intimation necessary to complete them.
 A legal assignation, is a direct conveyance by a man to another
 upon equity Expediency and the presumed Intention of parties.
 Such is a husband's Assignation, which is a legal assignment
 by Law upon the Consummation of Marriage to the husband
 of the wife's ^{the wife's} moveables and the debts of her heretage, without any Ex-
 press alienation from her; the Courtship of Holland, which is a
 legal assignation to a husband of the life rent of any heretage
 his wife had Infefting; A Widow's terec, which is a legal
 Assignation to a Widow of the life rent of a third of her husband's
 heretage, and of the property of a third or half of his moveables
 according as he had or wants Children at his death. 11
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