

## IMPLIED ASSIGNATION.

### S E C T. I.

The principal conveyed, accessories follow. Conveyance of a subject to which the disponent has no right.

1605. July 19. LAIRD of Craigie *against* BOYD.

THE Laird of Craigie pursued Boyd of Penkill for redemption of certain land pertaining of old to Sir William Hamilton, who made Sir Lewis Bellenden assignee to the reversion given to him by Penkill, which Sir Lewis made Captain James assignee, Captain James made Mathew Finlayson assignee, and Mathew Finlayson disposed the lands to Craigie.—It was *alleged*, That Craigie produced no right made to him of Boyd's reversion, and so could not redeem.—Craigie *answered*, That he was infeft in the land by Mathew Finlayson, and had the reversion in his own hand, and thereby had good right to it, and to redeem; and alleged practicks John Sharp against the Crown, and Curroun against Curroun\*.—It was *duplicated*, That in these cases the parties that were infeft pursued for delivery of the reversions, and obtained decret to verify the reversion to pertain to them, before they pursued any redemption.—Notwithstanding whereof the LORDS repelled the exception; found that the said infeftment was a sufficient right to the reversion; and that Craigie might redeem without any other declarator.

*Fol. Dic. v. 1. p. 422. Haddington, MS. v. 1. No 933.*

1610. June 28. BLAIR of Balgray *against* WILLIAM GRAY.

BLAIR of Balgray contracting with Parbroth anent the alienation to Balgray of a room of Parbroth's; thereafter Parbroth analzies the same room to William Gray of Bandiran. Balgray charged Parbroth upon his contract. Parbroth suspends, and finds William Gray caution in the suspension. Balgray obtains protestation upon the suspension, and raises inhibition upon the act of caution. Thereafter William Gray analzies that land to Gray of Bategarno; which alienation Blair, brother to Balgray, assignee constituted by Balgray to the contract past between Balgray and Parbroth, seeks to reduce upon the inhibition served

\* Examine General List of Names.

#### No 1.

A person sold lands under reversion, and afterwards sold them irredeemably. The last buyer was found to have right to the reversion, and entitled to redeem in virtue of it, though it was not expressly assigned to him.

See No 3.

#### No 2.

Assignment to a contract, on which inhibition followed, found to give the assignee title to reduce *ex capite inhibitionis*, tho' the inhibition was not expressly assigned.

See No 71

No 2. by Balgray against William Gray.—It was *alleged*, That his assignation to Parbroth's contract could give him no interest to reduce William Gray's alienation to Balegarno, he not being made assignee to the inhibition.—It was *answered*, That the assignation made to the contract betwixt Balgray and Parbroth, with all action competent to Balgray thereupon was sufficient, albeit it expressed not the inhibition; which the LORDS found sufficient.

*Fol. Dic. v. 1. p. 422. Haddington, MS. No 1932.*

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No 3.

Found in  
conformity  
with Craige  
against Boyd,  
No 1. p.  
6101.

1610. July 24. SHERIFF of TEVIOTDALE *against* ELLIOT.

HE who has gotten wadset of the lands, to be holden of himself under reversion, resigning these lands in his superior's hands, in favour of him who obtains infestment thereupon, the party so infest may redeem the wadset lands, albeit he be neither heir nor assignee to the wadsetter, but only successor by the infestment, which transfers with it the right of the reversion, and needs no declarator, but may be a lawful ground to a decret of redemption.

*Fol. Dic. v. 1. p. 422. Haddington, MS. No 1979.*

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No 4.

1622. January 17. WALTER HAY *against* MARK KERR.

FOUND, that an inhibition pertains to the assignee, albeit it be not assigned *per expressum*.

*Fol. Dic. v. 1. p. 422. Kerse, (INHIBITION.) fol. 57.*

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No 5.

1627. July 18. LA. BOYD *against* HIS TENANTS.

A BACK-TACK found to accresce to a woman, liferenter, who is infest after the wadset, she paying the duty to the wadsetter.

This found thereafter betwixt Stewart and Fleeming, 19th December 1627,

*Fol. Dic. v. 1. p. 422. Kerse, MS. fol. 95.*

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No 6.

1627. November 23. DUNBAR *against* WILLIAMSON.

A PERSON infest in an annualrent right, having conveyed the same to an assignee who was infest, the assignee was found to have right to the personal contract betwixt the heritor and first annualrenter, by which the heritor was personally obliged to pay the money, though not expressly conveyed; and there-