

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.

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.

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.

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.

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-