ASSIGNATION.

1735. *November* 7. GRAHAM *against* REID.

No. 1.

ASSIGNATION general, a decreet upon it after the cedent's death, without confirmation, is void and null. *Vide inter eosdem, voce* GROUNDS and WARRANTS. *Vide* SUBSTITUTE and CONDITIONAL INSTITUTE.

1737. *July* 13. ELIZABETH LAUDER *against* EARL of ROSEBERRY.

No. 2.

AN assignation referring to a particular list, in which was an article thus; —'*Item*, By the Earl of Roseberry by bond, bills, and others, about L.600;' and in fact the bonds and bills due to the cedent by Roseberry, together with a decreet against him, amounted very nearly to that sum; yet, in respect, the inventory did not specify the particular bonds, &c. due by Roseberry to the defunct, the Lords found the assignation general, and that it required confirmation; and therefore refused letters of horning or arrestment on it against Roseberry.

1737. *July* 15. AITCHISON'S ASSIGNEES *against* JAMES DRUMMOND.

No. 3.

THOUGH a cedent's oath is competent against a gratuitous assignee, yet the Lords thought it not competent against an onerous purchaser from that assignee, albeit the said assignee's right bore love and favour. But the point not decided, because the oath was allowed upon another ground, that the subject was litigious before the onerous purchase.