

- No 62. cedent, before any intimation of the assignation: Which payment made to the cedent before any intimation, the LORDS found sufficient to liberate them at the hands of the assignee, notwithstanding that the assignee alleged, that the suspenders knew that the Laird of Westraw was made assignee before their payment, and that they offered to transact with him thereanent, so that they could never be reputed to be in *bona fide* in reporting of that discharge, as done before intimation of the assignation, the same being known to them, as said is: Likeas, the assignee *alleged*, That he had lawfully executed inhibition upon the said assignation, before the obtaining of the said discharge, by the which the suspenders are constituted in *mala fide* to have made payment to the cedent, since the time of the executing of the said inhibition, which was raised upon the said assignation, whereby all the lieges were constituted in *mala fide* to do any deed, which might make the said assignation ineffectual; notwithstanding whereof, the payment made, and discharge reported, before any lawful intimation of the assignation was sustained, seeing the Lords found, that the knowledge of the assignation, put not the defenders in *mala fide* to pay the cedent, which ought to have been intimate to them, after a legal manner, and so made known to them legally; and the inhibition not being *specificce* executed, and intimate to the suspenders, could not be reputed an intimation, especially seeing also that inhibitions properly had force against immoveables, and did not strike upon this subject controverted. And therefore the letters were suspended *simpliciter*.

Act. Oliphant.

Alt. —

Fol. Dic. v. 1. p. 64. Durie, p. 192.

- No 63. 1626. November 16. LIVINGSTON against LINDSAY:  
 PAYMENT of annualrent to the assignee, is equivalent to an intimation. See The particulars, *voce Bona fide* payment.  
*Nicolson, MS. No 393. p. 271.*

- No 64. 1630. January 22. M'GILL against HUTCHISON.  
 IN a double pointing, betwixt two creditors, for a sum owing to their common debtor, by his debtor; and whereto the said debtor had made the one assignee, and which was arrested thereafter by the other creditor, who craved to be preferred to the said assignee, seeing he had affected the sum by his arrestment, and the assignation to the other party, albeit before the arrestment, yet it was not intimate; and the assignee *answering*, that he had done equivalent to an intimation, in so far as he had written to the common debtor's debtor, acquainting him with his assignation, and desiring him to make payment to him, who had written back to him his missive, wherein he promised to make him payment, and which mis-

A letter written to the debtor by the assignee, with his answer promising payment, held equivalent to intimation.