

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-

fore a conclusion of personal execution against the heritor was sustained at the assignee's instance, as well as real against the ground.

*Fol. Dic. v. 1. p. 422. Durie.*

\* \* See this case, No 9. p. 570.

No 6.

1629. February 21. SMITH against HENDERSON.

IN a reduction *ex capite inhibitionis* pursued by Thomas Smith against Gavin Henderson, the pursuer's title being assignation to a bond of 151 lib. whereupon the cedent had served inhibition; it was *alleged*, that his assignation gave him no interest, in respect he was assigned to the bond foresaid, hail heads and tenor thereof, with all that the cedent had or might have thereto; and that the inhibition *tanquam accessorium debebat sequi suum principale*. THE LORDS found that one being assigned to a bond was *eo ipso* assigned to all execution used by the cedent for recovery of the same, albeit there were no special mention thereof made in the assignation.

*Fol. Dic. v. 1. p. 422. Spottiswood, (INHIBITION,) p. 177.*

No 7.  
Found in conformity with Blair against Gray, No 2. p. 6301.

1637. March 24. TULLIBARDEN against ROBISON.

PATRICK now Earl of Tullibarden, as having right by disposition of the lands of from umquhile William Earl of Tullibarden, pursues John Robison feuer of the said lands, for payment of the feu-duties contained in his infeftment, of the years since the decease of the said umquhile Earl William, his author; and the defender *alleging*, that no action could be sustained at the pursuer's instance, for payment of the said feu-duties, except it were libelled, and instructed, that the pursuer was infeft in the said lands, and superiority of the same; for whatever disposition and procuratory of resignation therein contained, were made in the pursuer's favours, yet without infeftment had followed thereupon, it cannot give action to the pursuer;—and the pursuer *answering*, that Sir Archibald Stuart of Fynnart, author of umquhile Earl William's right, stands yet infeft, who will concur with the pursuer, and none can quarrel this but the heirs of Earl William, and they cannot be heard, being obliged to warrant this disposition made to the pursuer; the LORDS repelled the allegiance, the pursuer finding caution to warrant the defender, anent the payment to be made to this pursuer, at all hands, and against all parties pretending interest thereto.

No 8.  
A disposition of lands, implies conveyance of mails and duties.

Act. ———

Alt. Johnston.

Clerk, Gibson.

*Fol. Dic. v. 1. p. 422. Durie, p. 842.*