

timation to Sir Alexander Cockburn, debtor in the annualrents in question; and therefore, and in respect of the priority of the said assignation, preferred Houndwood: And this day refused a bill, and adhered.

No 74.

For Houndwood, *H. Home.*Alt. *R. Craigie & R. Dundas.*  
Clerk, *Justice.*Reporter, *Drummore.**D. Falconer, v. 2. No 211. p. 253.*

1776. January 18.

ELIZABETH and JANET DICKSONS, against GEORGE TROTTER.

THE LORD ORDINARY having assilzied the debtor, in a bond that was assigned, from an action brought at the instance of the assignee, the pursuer reclaimed, and prayed the Court either to find the defender, in respect of his being in the knowledge of the assignation to the pursuer, liable in the contents of the bond; or, at least, to allow a proof of that knowledge by the oaths of two persons named.

THE LORDS adhered to the Lord Ordinary's judgment.

*Fol. Dic. v. 3. p. 47. Wallace, No 213. p. 163.*

No 75.

The debtor's private knowledge is not equivalent to an intimation, nor is parole evidence competent for proving such knowledge.

For assignation to Mails and Duties, and many other cases regarding assignations,  
*See COMPETITION.*

For cases where the cedent had granted a gratuitous discharge after assignation, and other cases, in which assignation is connected with Bankruptcy,  
*See BANKRUPT.*

For cases of *bona-vel mala fide* payment to the cedent, *See Bona fide* payment.  
*See Bona et mala fides.*

Whether *bona fides* of the assignee, defends against the fraud of the cedent.  
*See Bona et mala fides.*

Effect of Assignation upon Cautioners. *See CAUTIONER.*

Effect of Compensation and Retention upon Assignees.  
*See COMPENSATION and RETENTION.*

In what cases Creditors bound to assign upon payment.  
*See DEBTOR and CREDITOR. See Beneficium cedendarum actionum.*

Diligence preftable by assignees in Security. *See DILIGENCE.*