

1733. *June.*BAILLIE *against* DAWSON.

No 10.

BLANK bonds require intimation, and all exceptions emerging betwixt the date of the bond and intimation good against the cedent, will be sustained against the assignee; so compensation was sustained.

Fol. Dic. v. 1. p. 103.

* * * See The particulars *voce* COMPENSATION.

* * * Campbell of Cefnock *against* Murray of Blackbarony, No 86. p. 970.

SECT III.

Effect of a Blank Writ after the Death of the Proprietor.

1622. *December 6.*HAMILTON *against* ROSS.

IN an action betwixt Hamilton of Milburn and Ross, the Lords found an assignation made by the cedent, and delivered blank in the name of the assignee to the receiver upon his own trust; might be filled up by the receiver of the assignation, with any person's name he pleased to insert as assignee, and which he might do, and fill up and insert the name in the blank after the cedent's decease, albeit it remained blank all the time of the cedent's life; seeing by making of the assignation the cedent was denuded, and the delivery of the same blank, in effect gave him liberty to fill up what name he pleased; in filling up whereof with any name the receiver thought convenient, the cedent, who was lawfully denuded, by subscribing of the assignation, could not have prejudice.

Clerk, *Scot.*

Durie, p. 37.

1669. *February 23.*The EARL of KINGHORN *against* CARNEGIE of Pittarro.

IN a declarator pursued at Kinghorn's instance to hear and see it found, that a bond subscribed by Kinghorn's father to Pittarro, but delivered to Alexander Keith, then his agent, blank in the sum, was null and void; seeing it was never filled up, nor delivered, till after both the death of Kinghorn and his agent; and was only filled up in the sum of 1060 merks by those that intromit-

No 11.

An assignee to a blank writ found entitled to fill it up after the cedent's decease.

No 12.

A deed, blank in the sum, not filled up till after the death of the granter, found null.