

BILL OF EXCHANGE.

1733. *June 29.* *BAILLIE against DAWSON.*

A BILL indorsed blank lying over, and then delivered by that blank indorsee to another who filled up his own name, compensation against him sustained by the blank indorsee's debt, *i. e.* who was possessed of the bill with the blank indorsation, though his name did not at all appear in the bill, nor any indorsation of it. *Vide* COMPENSATION.

No. 1.

1733. *July 27.*

GORDON against NATHAN DUKE of Leiths.

BILLS even after the term of payment, moveable *quoad relictum.*

No. 2.

1734. *February 13.* *NIELSON against RUSSELL.*

BILL, while not signed by the drawer, the money arrestable, and the arrester preferable to onerous indorsees, though ignorant of the drawer's not having signed it *debito tempore*; and the time of signing proveable *pro ut de jure*. *Vide* No. 28.

No. 3.

* * * The Lords waved determining on this nullity, objected, viz. that the draught of the bill was not signed at the time of acceptance, in a case June 23, 1737, Tweedie against Cowie.

1734. *July 5.*

HUNTINGTON, Relict of GEORGE SWAN, against PROVOST CAMPBELL.

RECOURSE allowed against the drawer, though not duly negotiated, the drawer and person drawn on being still alive, and the bill not bearing value received. But whether bills prescribe in 20 years, a hearing in presence appointed.—*N.B.* This had been before determined, June 21, 1728, Patrick Strachan against Hedderwick. (See DICT. No. 185. p. 1626.)

No. 4.