

1737. *February 24.* ADAM *against* DICK.

No. 15.

ACCEPTED bill protested only 17 days after the term of payment found not sufficiently negotiated, and therefore no recourse against the drawer and indorsers.

1737. *June 28.* DUNWOODIE *against* JOHNSTON.

No. 16.

BILL bearing annual rent from its date first found null, but afterwards sustained; also sustained, though accepted by a notary before witnesses. (See DICT. No. 22. p. 1419.)

1737. *November 11.* CRAWFURD of Auchnames *against* MAXWELL.

No. 17.
To whom ought
notification of dis-
honour to be made?

BILL, notification of its being dishonoured to the drawer or indorser's known agent, not sufficient to give recourse against them. The Lords demurred much, whether notification to Mr Gartshore, (suppose proven) is good to give recourse against Maxwell. They for the most part agreed, that in the common case notice to the seller of a bill, or to a drawer or indorser's ordinary agent or factor, is no sufficient notification to the drawer or indorser; but the specialty, which moved several to doubt in this case was, that Gartshore continued agent between these parties till the notification; that he took a promissory note for the greatest part of the price, and had it been for the whole, notice to him would have been sufficient *ad effectum* to oblige him to restore the note. But we agreed, that if notice to Gartshore was sufficient, Ainslie's oath might be taken. Arniston further thought it was already sufficiently proven; and the interlocutor being before answer, thereby the first point is entire; and since we doubted of the first point, therefore we adhered.

1738. *November 18.* MANSFIELD *against* BUCHANAN.

No. 18.

COMPENSATION not competent on the original creditor's debt, against an onerous indorsee of a bill, though no diligence followed for a year after the term of payment. *Vide* COMPENSATION.