

1748. *November 24.* KINLOCH of Gourdie *against* HEIRS of MERCER.

No. 40.

BILL payable at sight without any new date, and therefore presumed accepted of the date of the bill, found to bear annualrent from the date of the bill. (See DICT. No. 5. p. 477.)

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1748. *November 25.* HENDERSON *against* ELIAS CATHCART.

No. 41.

BILL payable to a third party accepted blank in the drawer's name, and the draught not signed till after the death of both the acceptor and the creditor, but signed before it was produced in judgment, was sustained, and the objection that it was accepted blank in the drawer's name repelled,—*renitente* President. (See DICT. No. 41. p. 1439.)

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1749. *January 16, 29.* FORBES *against* WILLIAM YOUNG.

No. 42.

A BILL from Philadelphia on the Treasurer of the Society for propagating Christian Knowledge, indorsed to a merchant at Aberdeen, did not arrive there till about 14 days after the day of payment; and he sold it to another; and though it was not protested for not acceptance and for not payment for several months thereafter, yet recourse was sustained against the last indorser, after taking the opinion of merchants both here and at London, though against the opinion of the writers on the merchant law. (See DICT. No. 191. p. 1635.)

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1749. *February 1.* THOMSON *against* COLVILL.

No. 43.

BILL payable in six months being accepted 6th July 1742, but no protest or diligence on it, and 20th August 1747 indorsed in security of another bill for money then borrowed, under backbond declaring that it was in security and the indorsee not obliged to do diligence; and in 1746 the original creditor failing; the indorsee sued upon the bill, and the acceptor pleaded compensation and retention for relief of debts in which he was bound for the original creditor. We sustained the defence, notwithstanding the privilege of an onerous indorsee. (See DICT. No. 190. p. 1632.)