1749. *June* 28. JAMIESON *against* GILLESPIE.

No. 44.

BILL drawn by one drover on another, payable at London 18th May 1745, value received, and indorsed through several hands, was protested for not acceptance and not payment only 21st May, and thereon recourse pursued; and Lord Kilkerran sustained the defence, not duly negotiated, because there are no days of grace for acceptance; but on a reclaiming bill we referred the case to some merchants both here and at London for their opinion, and on their report we found there lay recourse. (See DICT. No. 83. p. 1494.)

1749. *December* 13. HOGG *against* MURRAY and YATES.

No. 45.

MR WILLIAM HOGG paid some bills drawn by merchants in London, some upon one Yates, others on Andrew Murray, which they accepted in the belief that he was to pay them. It was found that in the circumstances of this case Mr Hogg had no action against the defenders, the acceptors of these bills.

1750. *January* 12. ALISON *against* AGNES SETON.

No 46.
Indorsation of a debenture has not the privilege of indorsations of bills.

A FISH debenture being by Provost Williamson indorsed blank in the 1723, and given to Harry Crawfurd, when payment of these debentures was stopped in Exchequer, Crawfurd in the 1737, without filling up his own name, gave it to Blair in security of a debt, who recovered payment, but with deduction of a salt-bond due by Williamson to the Crown; and Blair, at least his trustee Alexander Alison, sued Williamson's representatives in recourse for the money of the salt-bond deducted; and they pleaded compensation on a debt due by Crawfurd, from whom Blair owned he got the debenture, though his name did not appear upon it. Answered, not relevant against an onerous indorsee. Lord Kilkerran sustained the compensation, and we adhered; for we thought that though indorsation was a method of transmitting debentures allowed by law, yet these indorsations had not the privileges of indorsation of bills of exchange; and indorsations of them were to be considered as common transmissions of the subject, and there-

fore if payment had never been recovered, yet there would have been no recourse. *2do*, In this circumstantiate case we doubted if the indorsation was presumed onerous. No. 46.

1750. *July* 4. A. *against* B.

No. 47.

AN accepted bill payable to the drawer who was named in the body of it but not signed by him, being protested and registrated, the Lords refused to give summary horning on it; because if it was not written by the drawer it was null, and that could not appear to us;—on Murkle's report from the bills.

1750. *December* 11. LOCKHART of Birkhill *against* ELIZABETH MERRIE.

No. 48.

A BILL bearing annualrent from the date till repayment was found null, and a reclaiming petition against Lord Minto's interlocutor refused without answers. (See DICT. No. 30. p. 1427.)

1751. *January* 29. CHARLES CRUICKSHANK *against* MITCHELL.

No. 49.
Days of grace.

A BILL payable in London being duly accepted, but not paid, and being protested for not payment only on the 4th day after the term of payment, being the first day after the days of grace; the question was, whether it was duly negotiated; and as that depended on the custom of London, the Court gave a letter recommendatory to Sir John Bernard and Benjamin Longwaitt, Governors of the Royal Bank, to certify the practice of London, whereof see a copy in my MS.* They declining giving any opinion, and, 17th June 1747, we resumed the consideration of it, and found it not duly negotiated. But upon a reclaiming bill we allowed a proof of the custom of London in the case of Scots bills; and on report of that commission, 7th July, the Lords adhered,—*renitente* President, as I was told, for I was in the Outer House; but on a new reclaiming bill we altered, and by a great majority found recourse not barred, 7th November 1750; and on a reclaiming bill

* See NOTES.