

No 3. land be expressed, our private laws being by an article of the Union reserved. It is true, the acts against counterfeiting of money, and the several species of treason, extend to us as well as England; but these laws regard the public police, and not private right. THE LORDS thought these promissory notes did not require witnesses, but could not be the ground of a summary charge; and that the English acts appeared by their stile and manner of executing, by their *scire facias*, &c. to relate only to England; and therefore found the summary charge unwarrantable, but thought it might subsist as a libel, without any new process thereupon.

Fountainball, v. 2. p. 685.

No 4.

1739. February 2. GORDON *against* FORBES and INNES.

AN arrestment found preferable to a blank indorsation of a promissory note.

N. B. Such notes cannot pass by blank indorsation, but only by assignation, or a short writing on the back of the note, and till intimation to the debtor, are affectable by arrestment, and liable to compensation. For the notes of a trading company in the act of Parliament, are only understood notes of a corporate body, as the Bank, or the like.

Fol. Dic. v. 2. p. 211. Kilkerran, (PROMISSORY NOTE.) No 1. p. 440.

* * * C. Home's report of this case is No 48. p. 712. *voce* ARRESTMENT.

No 5.

1751. December 13. MONCRIEF *against* Sir WILLIAM MONCRIEF.

PROMISSORY notes payable on demand, bear interest from the citation.

Fol. Dic. v. 4. p. 154. D. Falconer, Kilkerran.

* * * This case is No 7. p. 478. *voce* ANNUALRENT.

No 6.

1766. July 17. GILLENDERS *against* BIRWHISTLE.

PROMISSORY notes payable, 30th June, were indorsed 25th June, to a gentleman in the island of Lewes, with recourse, in terms of a fitted account of the same date.

The notes were transmitted by the indorsee to his agent at Edinburgh, in a letter of 26th June, and came to hand the 6th of July, but were not pro-