

question ; and therefore they decerned for payment, in terms of the libel. It seemed that, in pronouncing this decision, the late Act, limiting the duration of bills to six years, had a great influence ; and, in general, the Lords seemed of opinion, that extraordinary privileges ought to last for the same period ; though, at present, they did not go that length.

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1774. *June 30.* JOHNSTON *against* MURCHIE.

WHERE a bill is dishonoured, notification of the dishonour must be made, in order to preserve recourse. But, *Quere*, To whom must this notification be made, in order to preserve recourse against the drawer and all prior indorsers ; and will notification to the last indorser have this effect ? This point occurred in the case of *Thurot's* bills ; and again, 30th June 1774, in the case of Johnston against Murchie. But, in both cases, the decision went off upon other points.

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1777. *July 25.* BLANDS *against* EWING and COMPANY, and DINWIDDIE.

IN Thurot's case, the Court called for the opinion of merchants ; and they differed in opinion.

The general point was again argued, in the case, Messrs Bland against Ewing and Company, and Robert Dinwiddie, but still not determined,—having gone off on other points. It again occurred, 25th November 1779, *Allan Marlan and Company* against *Laurie, &c.*, and a hearing ordered.

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1778. *December 15.* CAMPBELL *against* M'TURNER.

USURY is not pleadable against an onerous indorsee to a bill, no party to the usury.

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1774. *February 8.* REYNOLDS *against* SYME.

IN a case, Reynolds against Syme, &c., with regard to the notification of the dishonour of a bill drawn from Scotland upon England ; the Lords pronounced this interlocutor, (8th February 1774,) :—" In respect that, by the practice of merchants, not denied by the pursuer, the dishonour of bills drawn from Scotland upon England is in use to be notified within three posts after the dishonour ; therefore the Lords find, That the dishonour of the bill in question was not duly notified, and that no recourse lies thereon ; sustain the defences, assoylie the defenders, and decern."

The dishonour had been notified by the fifth post; and it was argued, that since the posts were made daily, this was equal to what three posts were formerly: but this was disregarded; for, by three posts, the Lords understood three opportunities.

This was a question in the negotiation of a bill, before the late Act of Parliament; which, in the case of inland bills, makes a provision of fourteen days' notice after the dishonour. At the same time, the Lords were not agreed whether it was to be considered as an inland bill or a foreign bill; See *Falc.*, Vol. II, No. 187. Lord Pitfour, on the analogy of the decision, 11, *New Coll.* No. 71, *Smith against Guildry of Inverness*, thought it an inland bill. As to this point, see *Elliot against M'Kay*, where it was argued, p. 9.

1777. February 11. ROBERT PRINGLE *against* JAMES KELTIE.

ROBERT Pringle was debtor to James Keltie. Being pressed for payment, he gave Keltie a draught, by way of bill, on John Robertson, for four guineas, "in part payment due by him." For which draught, Keltie gave a receipt, in these terms:—"Received, &c. an order on John Robertson, &c. for £4:4s. as part of his bill due me;—if paid, shall be accounted for by, (Signed) JAMES KELTIE."

It appeared that Keltie not only did not negotiate this draught, but, at the distance of nine months, incarcerated Pringle in the prison of Peebles for the whole debt. In a pursuit at his instance, for damages, &c. The Lord Monboddo, Ordinary, found, (12th December 1776,) that Keltie was under no obligation to negotiate the draught on Robertson: and, on advising bill and answers, the Lords adhered, (25th January 1777;) and this day, (11th February 1777,) they refused a second reclaiming petition, without answers, and again adhered.

1773. July 13. DONALD KENNEDY, Petitioner.

A BILL indorsed in payment to the indorsee of a former debt, for merchant goods sold, due by the indorser, held to be indorsed for value, and the indorsee entitled to all privileges.

Contrary to *Bank.*, Vol. I. p. 366, § 29.