

1775. *August 5.* RICHMOND *against* ELLIOT.

By the late Bankrupt Statute, summary diligence by horning, &c. is authorised on all protested bills, against the accepters, indorsers, and drawers; and this whether the bill is protested for not-payment or not-acceptance. But then it is to be observed, that, in the case of the indorsers and drawer, it must always be understood that the bill is duly negotiated,—that is, protested within the days of grace, and the dishonour notified. In this particular, the Act of Parliament never was intended to make any difference; and so the Lords thought, 5th August 1775, Richmond against Elliot,—a bill of suspension reported by Lord Covington.

---

1777. *July 25.* STEWART *against* BISSET.

IN a question which came into Court, *anno* 1774, and depended before Lord Auchinleck; it was objected to a bill, that the person who signed as drawer, and as indorser, was not the real drawer, but that he had received it blank from the real drawer, and had signed it as drawer, and then indorsed it. The holder of the bill insisted that this was often done, and could be of no consequence to the acceptor, as he was bound at any rate. The Lord Ordinary having called for the opinion of merchants upon it,—Forbes, Hunter, and Company, Mansfield and Company, and Messrs Cumings, declared that they knew no such practice; but that the person to whom a bill was accepted, always signed it as drawer, and no other was entitled to do so.

Much the same question occurred, Stewart against Bisset, decided 25th July 1777. Stewart, among his father's papers, found a bill accepted by Bisset's father, blank in the drawer's name: to this he adhibited his subscription as drawer, and then indorsed it. It had lain over 18 years, and seemed truly some incomplete and inexplicable transaction betwixt the two fathers. But Lord Elliock put it upon the bill not being signed or indorsed by the drawer, but his son; and therefore assoilyied: and the Lords adhered.

---

1775. *March 3.* CALENDAR *against* FIDDES.

CALENDAR, as indorsee to a bill for £9, granted by Fiddes to King, gave Fiddes a charge for payment: Fiddes suspended, and *inter alia* pleaded, that the subscription of King as drawer, and also as indorser, was not his subscription, but adhibited by his wife; and, therefore, that Calendar was not a regular indorsee to a regular bill; but that, at the least, it was only a document of debt by him to King, against which lay every exception of compensation, &c. ANSWERED,—King's wife had authority from the husband to do so, and was in use to do so; and though such practice is not frequent in Scotland, yet it is common in England, as appears from Cunningham's *Treatise on Bills*, and a