

tion, your Lordships should make any alteration in this judgment of the Court of Session.

“ I therefore move to affirm.”
(Nothing was said about costs).

It was ordered and adjudged that the interlocutors complained of be, and the same are hereby affirmed.

For the Appellant, *Wm. Erskine, Fra. Horner.*

For the Respondent, *Robert Forsyth, Hen. Brougham.*

1812.

JOHNSTON
v.
MIDDLETON,
&c.

(1st Action.)

SIR WILLIAM JOHNSTON of Hilton,	<i>Appellant ;</i>
NATHANIEL MIDDLETON and RICHARD JOHNSON, formerly of Stratford Place, in the County of Middlesex, now of Pall Mall, London, Bankers, and ANDREW MACWHINNIE, their Attorney, . . .	} <i>Respondents.</i>

(2d Action.)

SIR WILLIAM JOHNSTON of Hilton, Bart.	<i>Appellant ;</i>
MESSRS. NOEL, TEMPLAR, and Co., Bankers in London, with concurrence of MIDDLETON and JOHNSON, two of the partners of that Co., and ANDREW MACWHINNIE, their Attorney, . . .	} <i>Respondents.</i>

(3d Action.)

SIR WILLIAM JOHNSTON of Hilton, Bart.,	<i>Appellant ;</i>
MESSRS. NOEL, TEMPLAR, and Co., Bankers in London, and the said ANDREW MACWHINNIE, . . .	} <i>Respondents.</i>

House of Lords, 12th Dec. 1812.

ACCOMMODATION BILLS.—Circumstances in which the allegation that part of the debt in the bond was for accommodation bills, granted for the benefit of other parties, was disregarded.

Three actions were raised by the respondents against the appellant, the first on a bond for £16,000, and the second for payment of a balance on their banker's account of the sum of £1977. 3s. 7d., after giving credit for £16,000, and

1812.

the third action was for payment of the expenses of the two preceding actions.

THOMSON
v.
THOMSONS, &c.

Sir William did not defend these actions in the Court of Session, but allowed decrees to pass, for the purpose of delay, and brought suspensions. These bills of suspensions being refused, on the statements of fact made by the parties, whereby it appeared that Sir William had, in his letters, acknowledged the justness of the debt. Notwithstanding, he brought the present appeal to the House of Lords, contending chiefly that he only owed about £10,000 of the £16,000 bond, and that the difference was made up of bills due by Messrs. Ogilvie, London, to whom he had granted them for *their accommodation*; that Messrs. Ogilvie had discounted them with Templar and Co., and that the latter had given the money for them, in the knowledge that they were accommodation bills, because he had shown Ogilvies' letter to the bankers establishing this fact.

After hearing counsel, it was

Ordered and adjudged that the interlocutors complained of be, and the same are hereby affirmed, with £200 costs.

For the Appellant, *Wm. Adam, Ad. Gillies, James Moncreiff.*

For the Respondents, *Sir Sam. Romilly, W. Wingfield.*

NOTE.—Unreported in the Court of Session.

Lieut. THOMAS THOMSON,	} <i>Appellant</i> ;
KATHERINE THOMSON, and ELIZABETH THOMSON, Daughters of WILLIAM THOMSON of North Steelend, deceased, and their Husbands and Children,	
	} <i>Respondents.</i>

House of Lords, 14th Dec. 1812.

LIFERENT AND FEE.

An action of declarator was brought by the appellant, to have it declared that, under his father's disposition of the estate of Northsteelend, that he (appellant) had vested in him the fee of that estate, and was entitled to sell it. The destination was in the following terms: "To and in favour of the said