

The Lords adhered to that part of the interlocutor finding it relevant to prefer the arrester, that the bill was not signed by the drawer at the time of this arrestment.—N. B. They did not consider this bill as a writ blank in the creditor's name, but as an imperfect writ, till the drawer signed, and therefore the debt arrestable. Several of the Lords thought it not competent against onerous indorsees.—25th June.

After long reasoning, found it proveable by witnesses. Isla thought the first interlocutor wrong, but since it was so found, thought it proveable by witnesses.—3d July.

No. 4. 1734, July 5. HUNTINGTON *against* PROVOST CAMPBELL.

THE Lords adhered that recourse is competent though not negotiate, because the bill did not bear value received; but appointed a hearing in presence the first November upon the prescription.

No. 5. 1735, Feb. 5. DUN *against* ADAM.

THE Lords adhered to the interlocutor sustaining the bill, notwithstanding it bore annualrent three months before the date.

No. 6. 1735, Feb. 7. INNES *against* GORDON.

THE Lords found there was not such *mora* upon the part of the creditor as to debar him from recourse, and therefore repelled the reasons of suspension. The Lords thought the distinction good between a bill payable at days sight, and at a certain day, for if this bill had been payable the 26th June, (at which day it would have fallen due if it had been sent by the course of the post, and so had been accepted on the 12th) they thought the not demanding payment before the 3d July, when the acceptors broke, would have excluded recourse.

No. 7. 1735, July 22. VAN CHARANT, &c. *against* BALDWIN.

THE Lords adhered to the interlocutor of 25th June, sustaining Van Charant's grounds of preference to Baldwin's the indorser.

No. 8. 1735, Nov. 20. ANDERSON *against* WOOD.

WOOD having given a letter of credit desiring to furnish Brown with coals upon his bill on Petrie, and promising to see the bill honoured, the bill was payable at 40 days date at a house in Edinburgh. The bill was not protested till the term of payment, when it was protested for non-acceptance and not payment; which the Lords found sufficient, the bill being payable not at days sight but at a certain day. The Lords also found that notification to the giver of the letter of credit of the dishonour of the bill is necessary in the same manner as to the drawer of a bill; but the creditor in England having deponed, that he sent such a notification by letter and showing a notandum in his copy-book of letters containing that notandum, but no full copy, the Lords found the proof sufficient, and the defender liable.