

tested till the 13th. The debtor in the notes became bankrupt on the 23d of July.

No 6

The Lords found recourse competent, though in the case of a bill of exchange it would have been cut off by failure of negotiation. But it seems to have been the opinion of the Court, that promissory notes did not require exact negotiation.

Act. Lockhart, Solicitor Dundas.

Alt. Macqueen.

G. F.

Fol. Dic. v. 4. p. 154. Fac. Col. No 57. p. 292.

1766. December 9. MORE against PAXTON.

AN arrestment of the sum in a promissory note, laid in the hands of the debtor in the note, and proceeding upon the debt of the original creditor, was found preferable to an indorsation blank in the date, there being no sufficient evidence that the indorsation was prior to the arrestment.

It is unnecessary to resume the debate, whether promissory notes fall under the act of Parliament concerning blank writs, if they were transmissible by indorsation, and, in general, if they were entitled to the other privileges of bills of exchange, which are now extended to them by the act 12th George III. ch. 72.

For the Indorsers, MacLaurin.

Alt. H. Dundas.

G. F.

Fol. Dic. v. 4. p. 154. Fac. Col. No 49. p. 278.

1771. January 25. GREIG against GREEN.

GREEN being debtor to Greig for meat furnished, indorsed to him a promissory note for L. 27 : 9s. the pursuer paying him the difference. The note was dated the 11th November 1767, and in these words: "I promise to pay Mr William Green, or order, thirty days after date, twenty-seven pounds nine shillings Sterling, value received. (Signed) EBENEZER M'CULLOCH."

And on the back thus, "Pay the within contents to Alexander Greig or order. (Signed) WILLIAM GREEN."

Upon the 14th December 1769, which was within the days of grace, the pursuer protested this note against M'Culloch for payment, and against Green the indorser for recourse, to whom he also intimated the dishonour; and having brought an action before the Sheriff of Edinburgh against both M'Culloch and Green, the Sheriff decerned against M'Culloch in absence, and also against the defender, Green, for recourse. The cause being brought into Court by advocacy, and informations ordered,

No 7.

Arrestment, whether preferable to the indorsation of a promissory note?

The privileges of bills are now extended to promissory notes.

No 8.

Action of recourse found not competent against the indorser of a promissory note.

But see Act 12. Geo. III. cap. 72.