

1775.

CAMERON *against* CAMERON.

BILLS blank in the creditor's name are null, upon the statute 1696, cap. 25. Bills, though containing the creditor's name, yet, if produced in judgment without a drawer's name, are incomplete mandates, and also null. This is the case where drawer and creditor are different; but where they are the same, and that the drawer's name is inserted in the body of the bill, the case merits consideration, although his name, as drawer, be not adhibited to the bill. If such a bill is holograph of the drawer, it would seem that his name inserted by himself, *in græmio* of the bill, as creditor, is equal to his subscription to it as drawer; but if the bill is not holograph,—the Lords, 13th July 1775, in the case of Cameron against Cameron, adhered to Lord Hailes' interlocutor finding such a bill void and null. Yet, afterwards, they altered, and, 9th December 1775, they sustained the bill. Lord Hailes' interlocutor was in these words:—"In respect, that although the bill bears *in græmio* to be payable to me, Alexander Cameron, yet it is not of the handwriting of the said Alexander Cameron, nor is the subscription or signature of a drawer adhibited to it: Find it not sufficient to elude this legal defence, That the defenders acknowledge their joint acceptance of the bill, and produce no satisfying evidence of its having been paid, or compensated, or discharged."

But this interlocutor, upon the special circumstances of the case, the Lords altered, without determining the general point.

See Kilk., *Bills of Exchange*, No. 3 and 24. The point occurred this day, 3d December 1776, *M'Michan against M'Master*. It was not however determined, not being necessary. Lord Justice Clerk, Ordinary, had found such a bill void and null. It was plain that others of the Judges were of a different opinion.

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1775. *February 22.* HARRIS and COMPANY *against* Mr ANDREW CROSBIE.

ALEXANDER Sherriff, being debtor in a large balance to Messrs Harris and Company of London, indorsed to Sir William Forbes, Hunter, and Company, agents for Messrs Harris, two bills accepted by Andrew Crosbie, Esq.; the indorsation bore, value in account. In a suspension of a charge on these bills, Mr Crosbie pleaded compensation on a debt due to him by Mr Sherriff; and, to make way for this ground of compensation, further pleaded, that these two bills being indorsed by Mr Sherriff to Sir William Forbes and Company, in security of an old debt due by him to Messrs Harris and Company, they could not be considered as onerous indorsees. The Lords, 22d February 1775, by a great majority, found the contrary;—that the chargers were onerous indorsees, and that a bill indorsed in this manner is, in every respect, a bill indorsed for value.

The same held to be law, 28th June 1775, *Reynolds against Inglis, merchant in Lanark*.