

(DUE *ex lege*.)

No 2.

this, let a case be put, where recourse is competent against the drawer, without protest, for not acceptance; in that case it would reach the annualrent as well as the principal sum: As for example, If there is a draught upon a person not the drawer's debtor, though there be no protest, the party who paid the money will recover it from the drawer, both principal and interest; and therefore the first case in the clause is to be understood of all bills whatever, protested or not, as well as the second.

'THE LORDS found, That by the act 20. Parl. 1681, the sums contained in all bills of exchange accepted, though not protested, bear annualrent from the day of their falling due.'

Fol. Dic. v. 1. p. 36. Rem. Dec. v. 1. No 15. p. 30.

1713. July 15.

JOHN WATSON, Merchant in Edinburgh, and Others, *against* JAMES GORDON, Senior, Merchant there.

IN an action at the instance of John Watson, and Others, against James Gordon, for payment of a bill of exchange, drawn by Robert Gordon, merchant in Bourdeaux, upon, and accepted by the defender, payable to the pursuers—
THE LORDS found the defender not liable to pay annualrent for the sum in the bill, from the time it fell due; in respect the bill was never protested for non-payment.

Fol. Dic. v. 1. p. 36. Forbes, p. 703.

No 3.
Formerly decided otherwise than as above.

1740. January 22.

JAMES TARRAS *against* INNES of Dunkinty.

GEORGE BROWN being creditor to Innes of Dunkinty, by a bill for L. 120 Scots, dated in the 1715, indorsed the same to Robert Sanders; and after both their deaths, James Tarras, as executor-creditor to Sanders, brought a process against Dunkinty, for payment; and the only question betwixt them was, From what period the bill bore annualrent, it being payable upon three days sight thereof; and bearing to be for cash delivered to Dunkinty.

Pleaded for the defender: That at this distance of time he could not recollect upon what occasion the bill had been granted; but as both the drawer and he lived in the same town together, for eleven or twelve years thereafter, and no demand thereon, though, from the face thereof, it does not seem to have been intended to lie over as a security, there is the greatest reason to believe it has been paid. But whatever may be in that, he is entitled to plead, that as no protest was taken thereon, it must lose all the privileges that would otherwise have been competent to it. A bill, by its own nature, and according to the conception of

No 4.
From what period a bill, payable three years after sight, on which no demand was made for many years, should bear annualrent.