

## BILL OF EXCHANGE.

### DIVISION I.

### Of the Object, Nature, and Requisites of Bills.

#### SECT. I.

Money only, the proper Subject of Bills.

1713. December 16.

WILLIAM LESLIE, Merchant in Aberdeen, *against* DAVID ROBERTSON, Younger of Gladney.

IN discussing the suspension of a charge upon a bill or precept, for delivery of some bolls of falt, at the instance of William Leslie *against* David Robertson—THE LORDS found, that falt-bills, meal-bills, or bills for the like fungibles, have not the privilege of bills of exchange for money; without prejudice to their being sustained as probative *in re mercatoria*, without writer's name and witnesses, and the ordinary solemnities required in other writs; because bills for delivery of falt, or the like fungibles, are neither liquid in the value, nor bear the word *pay*, as bills of exchange for liquid sums.

*Fol. Dic. v. 1. p. 95. Forbes, MS. p. 13.*

#### No 1.

Bills for fungibles found not privileged as Bills of Exchange, but held to be probative writs *in re mercatoria*, without the necessity of the ordinary solemnities of writer's name, witnesses, &c.

1715. February 18. WILLIAM DOUGLAS *against* COLONEL ERSKINE.

COLONEL ERSKINE drew a bill upon his falt-grievies of Torrie or Kincardine, to deliver 420 bolls of falt to Archibald Ronaldson, for which he had received satisfaction. Ronaldson indorsed the bill to William Douglas for value received, who pursued the Colonel to deliver the falt, who *alleged, imo*, That a falt-bill had not the privilege of a money-bill, which passes *de manu in manum*; but that bills for falt are liable to all exceptions as other debts, and an indorsee is but an assignee. And, in this case, the true cause of the bill was a mutual bargain, whereby Ronaldson was to pay the falt in meal, or the Colonel to pay the value of 200 bolls

#### No 2.

Bills for fungibles are not privileged as bills of exchange. Indorsee considered as an assignee.