

No 5.

tion, may be established by the form of a bill, which would confound all securities, and render ineffectual all our excellent regulations, that are designed to secure us against forgeries. It is true indeed, that from the favour of commerce, rights to merchandise may be conveyed without all solemnities of law; but then, though conceived by way of bill or precept, they have not the privileges contained in the said acts of Parliament, as was decided, *Lesly contra Robertson*, No 1. p. 1397.; *Douglas contra Erskine*, No 2. p. 1397.: But however the ordinary solemnities be dispensed with, on this account altogether, that the matter is *in re mercatoria*, though not precisely for money, when precepts concern the delivery of salt, meal, or other merchandise; to extend that to obligations, for daily or yearly prestations, during one's life, or to an uncertain event, would be to overturn the foundations of our law anent bills. Neither is this case similar to that of a bill drawn for a certain sum of money, payable in different parcels; which indeed is a proper subject in commerce, and only so many bills in one paper, as there are terms of payment; whereas here, the precept being for a daily prestation, can no more be a *medium* of trade than a life-right, or indeed any other *security* whatsoever, that can be figured in imagination; and, therefore, this improbate deed can never stand against the force of the good and laudable laws, made to prevent the ruin of families, by guarding against the artifices of forgers.

‘ THE LORDS refused to sustain this bill.’

Fol. Dic. v. 1. p. 95. Rem. Dec. v. 1. No 25. p. 55.

No 6.

1722. December 6.

WILSON against SMITH.

A BILL was drawn in the following form: ‘ Sir, against the first of January, pay to me, or order, at the Clerk's Chamber in Muffelburgh, the sum of L. 100, and that as the price of my growing crop of corn and grass in the town of Muffelburgh, which are instantly sold you at the foresaid price, by your humble servant, &c.’

THE LORDS found this an effectual bill, although it was *pleaded*, That it could not be considered as a proper bill, not being a simple acceptance of a draught for a sum of money, but really and truly a contract of sale.

Fol. Dic. v. 1. p. 95.

No 7.

It cannot vitiate a bill, to stipulate what would equally follow, though it were not expressed.

1738. February 21.

TROTTER against SHEIL.

A BILL was sustained in the following terms: ‘ Pay to me, or order, the sum of _____; and this, with my receipt, shall be a sufficient discharge of all I can ask or claim of you preceding this date;’ though it was *pleaded*, That the bill was null, as containing a general discharge, incongruous to the nature and