

No 2. the L. 30 to Mr Foulis, should have got his letter; and that being omitted, he ought to be liable for the L. 13.

Duplied for the defender, His letter was not of the nature of a letter of credit, but only a private letter to his brother; whereas letters of credit are always in use to be writ to some factor for advancing money; *2do*, There lay no obligation upon the defender to intimate to Mr Elliot the payment of L. 30 Sterling to Mr Foulis, seeing he had not written to Mr Foulis to advance any money; and the letter to his brother imports plainly that he was first to seek the money from Mr Foulis; and, upon his refusal, to apply for it to Mr Elliot; so that he, Mr Elliot, should not have advanced a sixpence upon sight of the defender's letter, till once he had enquired at Foulis, if he had honoured it; and having advanced the L. 13, without making any such enquiry, the defender cannot be liable to reimburse him. Nor was it to be expected, that the defender should, when he paid, have got up the letter from Mr Foulis; since, by the conception on it, it was only to be shewed to Mr Foulis; *2do*, The letter being limited to L. 30 Sterling, and the express design of it to get money answered immediately, lest the credit from Edinburgh should have come too late; Mr Elliot had all the reason in the world to believe the defender's brother would not have wanted the money for half a year, which he was so earnest to have immediately; and therefore ought to have spoke with Mr Foulis before he satisfied the demand; especially considering, that he, Mr Foulis, by the tenor of the letter, was not to get it up upon advancing the money.

THE LORDS repelled the reasons of suspension, and found the letters orderly proceeded.

Fol. Dic. v. 1. p. 546. Forbes, p. 38.

No 3.

1731. November 30. EARL OF DUNDONALD *against* WATSON.

A party who advances money upon a letter of credit, must duly, as in the case of bills, intimate to the writer of the letter, that he has not got payment of the money advanced upon the faith of the letter, otherwise he is not entitled to recourse. This was in the case of an inland letter of credit. See APPENDIX.

Fol. Dic. v. 1. p. 547.

1743. February 16. GOODLET of Abbotshall *against* LENNOX of Woodhead.

No 4.
It is not necessary to notify to a country

ANDREW LEES, merchant in Glasgow, intending to purchase some victual from the deceased James Goodlet of Abbotshall, applied to John Lennox of Woodhead, his brother-in-law, to become bound for him, as Lees was a stran-