

1742. *July 7.* LADY FORRESTER *against* LORD ELPHINSTON.

No. 27.

WHETHER bills prescribe in less than 40 years, appointed to be heard in presence; upon which the pursuer referred resting owing to the defender's oath. (See DICT. No. 23. p. 13215.)

The question waved in a subsequent case, November 2, 1744, Hamilton against Nisbet of Carfin. See PRESCRIPTION.

1742. *November 12.* DICKSON *against* WARRANDER.

No. 28.

HUME and Dickson having accepted bills payable to Warrander, and bearing to be drawn by him, but the draughts not signed till near a year after, when Home was bankrupt, whose debt these bills were; these bills, though imperfect till signed by the drawer, yet being signed before they were produced in judgment, were sustained. *Vide* No. 3.

1743. *February 15.* STRACHAN and LINDSAY *against* ROSS.

No. 29.

THOUGH a person paying bills drawn by his friend, accepted by another, has regularly no recourse on the drawer, except he pays *supra* protest for honour of the drawer, and gives notice; yet, upon special circumstances, recourse was allowed without such protest.

1743. *June 10.* RUSSELL *against* SHAW.

No. 30.

BILL payable after twelve months, with this clause, "with the first year's interest twelve one-half merks," sustained by the President's casting vote, notwithstanding our former decisions to the contrary. (See DICT. No. 26. p. 1423.)

* * * The like again found 23d July 1743, Murray of Cherrytrees against Margaret Lauder—N. B. The President thought that a bill bearing annualrent after the term of payment would be null. See No. 5. No. 23. and No. 53. (See DICT. No. 28. p. 1424.)