

(short of the long prescription) but those introduced by statute in the several particular countries?—as the Court were not fully satisfied as to that point, they ordered a hearing in presence in November;—upon which the pursuer's lawyer, rather than be at farther charges, referred the debt to the defender's oath. (See No. 6. *voce* QUALIFIED OATH.)

No. 28. 1742, Nov. 12. DICKSON *against* WARRANDER.

THE only question was, Whether Warrander the drawer (and whose name as creditor was expressly mentioned in the bill) not having signed the draught when he got the bill, nor till near a year after, when Hume, one of the acceptors, broke,—that was a nullity in the bill? I thought the bill imperfect till signed by the drawer, as we had found 6th December 1738, (No. 19.) and could not have been supplied if it had been so produced in judgment, but might be supplied any time before producing in judgment. Arniston thought it a total nullity and in strict law not at all suppliable, but at any rate not after Hume's bankruptcy. But all the rest voted for repelling the objection;—and adhered.

No. 29. 1743, Feb. 15. STRACHAN, &c. *against* ROSS.

THOUGH one paying a bill who has no concern in it has regularly no recourse against the drawer unless he pays *supra* protest for his honour, yet it appearing in this case that Strachan and Lindsay, with Miln, had been in a constant course of drawing and re-drawing, which Ross was employed by Strachan and Lindsay to negotiate, and that they knew that for payment of such bills paid by Ross he was in use to take Miln's draughts on them, and which they duly honoured;—therefore they adhered to the Ordinary's interlocutor, finding that Ross might charge Strachan and Lindsay with these bills.—N. B. There were other circumstances of fraud noticed in the Ordinary's interlocutor which came out rather stronger before us against Strachan and Lindsay, but could hardly influence the point of law.

No. 30. 1743, June 10. RUSSELL *against* SHAW.

A BILL payable after a twelvemonth bearing expressly with the first year's interest 12 merks and a half; the question was, Whether the bill was good or not? The President thought the bill good, because of the practice of merchants, even the Bank, to add annualrent; but thought that a clause of annualrent from the term of payment would void the bill. By the President's casting vote carried to sustain the bill for the above reason; *renitent*. Royston, Minto, Drummore, Leven, Arniston *et Mc*. Strichen and Murkle did not vote.

The like done 23d July, Murray of Cherrytrees against Margaret (Lauder) Laing, in which case an objection was made against two bills;—the one bore annualrent from the date without saying further,—the other bore, with annualrent from the date ay and till payment. The Ordinary had repelled the objection as to both bills, and we refused a reclaiming bill as to the first bill without answers, agreeably to our judgment 10th June last, Russell against Shaw, but ordered to be answered as to the rest. 19th June 1744, Refused the bill as to the other, in respect he owned the justice of the debt.