

No. 37. 1747, June 28. JOHNSTON *against* HOGG.

FIND there was not such notification to Mr Hogg as to entitle the pursuers to recourse.—21st July Adhered.

No. 38. 1747, Dec. 9. SIR JOHN GORDON *against* LADY KINMINITY.

IN this process, the question occurred that we have so often decided so variously, Whether it is a nullity in a bill that it bears annualrent from the date? By two decisions in 1737 and 1738 such a bill was sustained.—Then there were two decisions in February 1741, where the objection was sustained, and the bill annulled:—And last of all, there were two decisions in June and July 1745, where the objection was repelled, and the bill sustained: And now again the objection was sustained, and compensation on the bill repelled. It is a great misfortune, and even a reproach to the Court, to vary so often, that the law should not be uniform whoever are the parties. I proposed to make an act of sederunt to regulate us in time coming, but it was not gone into.

No. 39. 1748, June 21. TUDHOPE *against* TURNBULL.

TURNBULL accepted to Taylor a bill for L.29, payable at twelve months distance, and of same date Taylor accepted a bill for the like sum to Turnbull; and Taylor being debtor to Tudhope in L.17, he indorsed the bill to Tudhope, who charged for payment; and he suspended, alleging that his bill to Taylor was originally blank, and intended for Taylor's aunt, from whom the money was at his desire borrowed for his use, because he durst not ask it himself; and upon getting the money he granted the other bill; and after the aunt's death, that his, Turnbull's bill, came into Taylor's hands, who filled up his own name, and indorsed it to Tudhope for security only of former debts; and the allegiance he offered to prove by Taylor's oath; and insisted that Tudhope could not have the usual privileges of an onerous indorsee, because there were not three persons in the field, but two;—next because payable at a twelve months distance; *3tio*, because indorsed for security only of a lesser sum. There were some of us that argued for all the three. However Minto having found the letters orderly proceeded for the L.17, and found expenses due, we adhered, but found no expenses: Only we gave the expense of extract, in case the suspender do not pay before the 2d of August.

No. 40. 1748, Nov. (22) 24. KINLOCH *against* HEIRS of MERCER.

See Note of No. 9, *voce* ANNUALRENT.

No. 41. 1748, Nov. 25. HENDERSON *against* ELIAS CATHCART.

A BILL drawn by one, accepted by another, payable to a third party, but the draught not signed till after the death of both acceptor and creditor, but signed before it was produced in judgment, was objected to as null. Drummore, on advising with us, repelled the objection, and this day we adhered; *renit. inter alios* the President.