bill, which *sua natura* is not arreſtable, could not put him in *mala fides* to take the indorſation for payment of a juſt debt. If the bill be found null, the conſequence would be injurious to commerce. Many creditors on bills cannot write. In a caſe, Ewart *contra* Murray,* a bill, blank in the drawer's name, was ſuſtained, where the creditor had put his name to a receipt at the bottom of the bill, for a partial payment. Whence it appears, the want of the drawer's name in its proper place can be ſupplied *aliunde*. No 9.

Answered: Bills of exchange would be void, as wanting the ſolemnities of writs required by ſtatutes, if they were not excepted by the cuſtom of merchants. Cuſtom, therefore, muſt aſcertain, whether the ſubſcription of the drawer is requiſite or not. As to foreign bills, it is unqueſtionable that the drawer's ſubſcription is eſſential. Inland bills were introduced in imitation of foreign bills, therefore muſt follow the ſame rule.

A bill is a mandate upon the acceptor to pay; and, when accepted, an obligation on the acceptor to pay to the poſſeſſor. There is likewiſe an obligation on the drawer, viz. to pay to the poſſeſſor if the acceptor fail to pay; ſo the argument in the petition is without foundation.

There may be an obligation upon the perſon ſigning a mandate, though the *mandatarius* do not formally ſign it; but the preſent queſtion is, whether the acceptor can be bound where there is no mandate.

A bill accepted without a drawer is equivalent to a promiſſory note; which, if not holograph of the obligant, would be null. *See* 29th January 1708, Arbuthnot againſt Scot, Forbes, p. 233. *voce* PROMISSORY NOTE.

Bank bills, and notes of trading companies, are particularly excepted from act 1696, c. 25. relative to blank writs. The notes of private individuals have not the ſame privilege.

The caſe of Ewart againſt Murray can have no effect on the preſent queſtion; for though the defect of the drawer's name may be ſupplied, it does not follow, that, *before* that defect was ſupplied, the bill was good. The bill was not good at the date of the arreſtment.——The petition was refuſed.

For Arreſter, *Chas Areskine.* For Indorſee, *Jas Cochrane.*

Fol. Dic. v. 1. *p.* 105. *Seſſion Papers in Advocates' Library.*

1748. *June* 22. BOUACK *againſt* CROLL.

No 10.
A perſon proved to have known of the aſſignation of a leaſe, before he obtained a ſub-tack, decerned to remove.

BEATTY having right by ſucceſſion to a tack, ſuffered Croll, his brother-in-law, and who had been ſervant to his predeceſſor, to keep the natural poſſeſſion, during which he aſſigned the tack to Bouack, to be entered on at the Whitſunday following; but, before the term, he ſubſet the lands to Croll, making the commencement of his ſubtack a term preceding the date.

Bouack warned Croll, and purſued a removing, in which it was *pleaded*, That the defender's right was firſt clad with poſſeſſion.

* Examine General Liſt of Names.

No 10. On its being proved, that Croll knew of the aſſignation when he took the ſubtack:

THE LORDS, 11th June, 'decerned in the removing.'

THE LORDS refuſed a bill, and adhered.

Act. *W. Grant & Garden.* Alt. *Burnett.*

Fol. Dic. v. 3. *p.* 93. *D. Falconer, v.* 1. *No* 263. *p.* 355.

*** *See* The ſame caſe, *voce* TACK, from Kilkerran, p. 534.

SECT. III.

Ignorantia Juris.

1663. *February* 5. CARNAGIE *againſt* CRANBURN.

No 11. IT does not ſave from recognition, that the vaſſal diſponed through ignorance of the law, and not by contempt or ingratitude.

Fol. Dic. v. 1. *p.* 106. *Stair, v.* 1. *p.* 172.

*** *See* The particulars *voce* SUPERIOR and VASSAL.

1670. *January* 19.

No 12.
A relict having confirmed a bond bearing annualrent, and uplifted a third of it, which ſhe had no right to do, the heir's tutors were found liable for it, *ob negligentiam*, in not purſuing for repetition; and *ignorantia juris* was not ſuſtained as a defence.

DOCTOR BALFOUR and ANNA NAPIER, his Spouſe, *againſt* MR WILLIAM WOOD.

IN a tutor compt, purſued at the Doctor's inſtance, againſt the heirs of Mr James Wood, who was tutor-teſtamentar to the Doctor's wife, there was an article of the charge founded upon bonds bearing annualrent: Againſt which it was *objected*, That the third of theſe bonds were confirmed as belonging to the relict by the diviſion of the inventory, and were accordingly intromitted with by her; ſo that the defender's father not being the giver up of the inventory, but the relict who intromitted, her heirs and executors, could only be purſued; and the confirmed teſtament ought firſt to be reduced, and the diviſion thereof found null and againſt law.——THE LORDS, notwithſtanding, did ſuſtain that charge againſt the defender, and found no neceſſity to reduce the confirmed teſtaments, ſeeing the bonds themſelves were produced, which bearing annualrent, were heritable *quoad relictam;* which all the tutors accepting of the office were bound to know. And it was not reſpected, that the ſaid Mr James Wood, the defender's father, was a Profeſſor of Divinity, and not acquainted with the law, as was alleged.

Fol. Dic. v. 1. *p.* 106. *Gosford, MS. p.* 93.