

last day of grace, whereas there are no days of grace for acceptance agreeable to Molloy, Forbes, and our decision 6th and 29th July 1743, Ramsay against William Hogg. And Jamieson having reclaimed, we remitted to two merchants here, and two or three at London, to report their opinion, and they reported it for sustaining the recourse; but one of them, Ouchterlony, laid his upon a specialty, that the person drawn on was a drover; and on that report we altered the interlocutor, and repelled the objection. I confess I began to have no great opinion of these references to merchants.

No. 45. 1749, Dec. 13. HOGG *against* MURRAY and YATES.

FIND that in the circumstances of this case, Mr Hogg has no action against Murray or Yates, the acceptors of these bills; and the President and Easdale thought they were but a name, and accepted *dicis causa*, as in the case Ouchterlony and Hunter of Polmood; but we did not all agree in that.

No. 46. 1750, Jan. 12. ALISON *against* AGNES SETON.

PROVOST WILLIAMSON of Kirkaldy had a fish debenture 1719, not quite completed in all the forms, for L.262, whereof, and other such debentures, payment was stopped on account of suspected fraud in the sale. He in 1723 gave it to Harry Crawford in Crail, indorsed blank. It was by him given to Blair in 1737 in security of debt, who filled up his own name in the indorsation, and afterwards indorsed it to Alison, also as security of a debt that was afterwards paid; so that it came to be a trust in his person, who recovered payment; but the Exchequer retained a salt bond of Williamson's. Alison sued Williamson in recourse for the sum retained on the salt bond, who pleaded compensation on a balance of an account due by Harry Crawford, though his name did not appear on the debenture; but Alison owned that he had it in trust for Blair, who owned that he got it with the blank indorsation from Harry Crawford. Kilkerran sustained the compensation; and 7th June last we adhered; and this day we again adhered; for we thought that indorsations of debentures were only to be considered as conveyances of that debt authorized by law, not as indorsations of bills of exchange, and that if payment was refused by the Government, yet there would be no recourse, except as in this case it was evicted or retained for a debt of the indorser's, in which case, as an onerous assignee would have recourse against his cedent, so would an onerous indorsee, but not with the privileges of an indorsee of a bill of exchange, but as a common assignee, and therefore compensable with the debt of a prior indorsee. *2dly*, That in the circumstances of this case, there was no presumption that the indorsation was onerous, and therefore no recourse.

No. 47. 1750, July 4. A *against* B.

A BILL being payable to the person named in the bill, as drawer, but not signed by him, though duly signed by the acceptor, Murkle, Ordinary on the bills, reported a writer's doubt, whether to give a horning on it? And the Lords refused horning, as Kilkerran tells me, for I was in the Outer-House; for such bill would be null if not written by the drawer; and whether it was holograph of him could not appear to the writer or to us.