

fore if payment had never been recovered, yet there would have been no recourse. *2do*, In this circumstantiated case we doubted if the indorsation was presumed onerous.

No. 46.

1750. July 4.

A. against B.

No. 47.

AN accepted bill payable to the drawer who was named in the body of it but not signed by him, being protested and registrated, the Lords refused to give summary horning on it; because if it was not written by the drawer it was null, and that could not appear to us;—on Murkle's report from the bills.

1750. December 11. LOCKHART of Birkhill against ELIZABETH MERRIE.

No. 48.

A BILL bearing annualrent from the date till repayment was found null, and a reclaiming petition against Lord Minto's interlocutor refused without answers. (See DICT. No. 30. p. 1427.)

1751. January 29. CHARLES CRUICKSHANK against MITCHELL.

No. 49.

A BILL payable in London being duly accepted, but not paid, and being Days of grace: protested for not payment only on the 4th day after the term of payment, being the first day after the days of grace; the question was, whether it was duly negotiated; and as that depended on the custom of London, the Court gave a letter recommendatory to Sir John Bernard and Benjamin Longwaitt, Governors of the Royal Bank, to certify the practice of London, whereof see a copy in my MS.* They declining giving any opinion, and, 17th June 1747, we resumed the consideration of it, and found it not duly negotiated. But upon a reclaiming bill we allowed a proof of the custom of London in the case of Scots bills; and on report of that commission, 7th July, the Lords adhered,—*renitente* President, as I was told, for I was in the Outer House; but on a new reclaiming bill we altered, and by a great majority found recourse not barred, 7th November 1750; and on a reclaiming bill

* See NOTES.