

the bill was payable, were these gentlemen; and there was still convincing proof, that the bill had been actually presented, and payment refused.

No 103.

To the *second* defence, it was *answered*, That exchange and re-exchange were always competent to the drawer upon the dishonour of his bill, when the money was conveyed from one place to another, without the distinction of its being an inland bill or not, or whether the parties resided in the same or different countries. That, when an inhabitant of Scotland accepts a bill payable in London, it was just the same as if he himself had resided there: That exchange, in such a case, was due, and the dishonour of such a bill was attended with the same expence, as if the persons concerned were inhabitants of different countries.

'THE LORDS found the bill duly negotiated, and the drawer entitled to exchange, interest, commission, and expences upon the bill.'

A& Montgomery.

Alt. M^cQueen.

Fol. Dic. v. 3. p. 81. Fac. Col. No 146. p. 348.

1776. November 26.

WILLOCKS *against* CALLENDER and WILSON.

No 104.

It was found, that a bill, of which the acceptance was procured by concussion, was ineffectual in the hands even of an onerous indorsee. See The case, *voce* VIS ET METUS. See No 108. p. 1521.

Fol. Dic. v. 3. p. 81.

1778. February 12.

JAMES BURNET *against* WILLIAM RITCHIE.

No 105.

ANDREW GRAY, merchant in Aberdeen, became bankrupt 16th January 1776. A short time before his bankruptcy, William Ritchie, and others, in order to support his credit, obtained for him L. 1500. The money was advanced to Gray by Mr Dingwall Fordyce, to whom Ritchie and others gave their acceptance for the whole sum.

On this account Gray, (Jan. 10.) indorsed to Ritchie, and the others who had given their acceptance, bills amounting to L. 1531:14:9. A list of these was made up under this title: 'Inventory of bills lodged in the hands of William Ritchie.' And a docquet is subjoined, in which they acknowledge the receipt of these bills from Gray, 'as surety and relief to them' for their acceptance to Dingwall Fordyce, 'and oblige themselves to apply the money to the extinguishing said debt, and to return the overplus, if any be, to you, you always being obliged to indemnify us, if the money arising from said bills falls short of paying the foresaid debt.'

After Gray's bankruptcy, Ritchie gave a charge to Burnet, acceptor of one of the bills, for payment. In a suspension of this charge,

A person who had granted an obligation to account for bills indorsed, was found, notwithstanding, to be an onerous indorsee, and not obliged to allow partial payments, not marked on the bills, unless in so far as he had agreed to do so.