

“ readily be got discounted, obtaining William Smith to draw and indorse the  
 “ same ; which bill was thereupon given to Morton that he might turn it into  
 “ money and pay himself ; but it being refused to be discounted, Morton held  
 “ the bill, who being owing me a considerable sum for rents, he gave the same  
 “ to me in part payment of these rents ; whereupon I stopped doing diligence  
 “ at my instance against him.”

No. 10.

The Lord Ordinary (14th May 1799) in respect the condescence “ con-  
 “ tains only a general allegiance that the bill pursued for was indorsed to him  
 “ for full value, without specifying the value, or giving any account whatever  
 “ in terms of the interlocutor of 4th December 1798, of the transaction by which  
 “ he obtained right to the said bill ; and having also considered the answers to  
 “ the condescence, with the said bill itself, and reviewed the whole process,  
 “ assoilzies the defender James Young from the conclusions of the libel, and  
 “ decerns ; finds the defender entitled to his expenses, and allows an account  
 “ thereof to be given in.”

On advising a reclaiming petition, with answers, the Court, satisfied that the  
 bill was vitiated, and being further of opinion, that Allan had not established  
 that he was an onerous and *bonâ fide* indorsee, unanimously adhered to the judge-  
 ment of the Lord Ordinary.

Lord Ordinary, *Glenlee*.  
 Alt. *Montgomery*.

Act. *Corbet*.  
 Clerk, *Menzies*.

R. D.

Fac. Coll. No. 170. p. 388.

1800. November 27.

MRS. HELEN DOUGLAS *against* THE EARL OF DUNMORE.

THE Earl of Dunmore, when Governor of the Bahama Islands, drew a bill  
 for £3000. upon the Lords of the Treasury, in favour of Mrs. Helen Douglas,  
 for value received, payable thirty days after sight.

Acceptance having been refused, Mrs. Douglas brought an action against his  
 Lordship for payment.

The Lord Ordinary gave judgment in her favour for principal, interest and  
 expenses.

Before the cause was again advised upon a representation with answers, the  
 principal sum in the bill was paid at the Treasury, so that the only question re-  
 maining related to interest.

The Lord Ordinary having adhered to his former judgment, the Earl in a  
 reclaiming petition,

Pleaded : The bill was drawn by the petitioner in his public capacity, and en-  
 titled the creditor to payment from the Treasury, but without recourse against

No. 11.

Where a public officer draws a bill on the Lords of the Treasury, for money advanced for the public service, he incurs the usual obligation of drawer, if the bill be not duly accepted and paid.

No. 11. the petitioner, whose credit was not meant or expected to be further pledged, than that the sum drawn for was truly due.

Public officers are frequently obliged to incur engagements of this kind, for sums greatly exceeding their private fortune, which, from pressure of business, or negligence at public offices, may not be immediately discharged, and it would be hard that any personal responsibility should be incurred. The contrary is established in England; 10th May 1806, Macbeath against Haldiman, Durnford's and East's Reports, Vol. I. p. 172. p. 180; 1st May 1787, Unwin against Woolsley, *Ibid.* p. 674.

The Earl likewise stated, that various other bills, drawn by him in the same circumstances, had at first been dishonoured, but afterwards paid by the Treasury, on his accounts being settled; and that the holders of them had acquiesced in an opinion of the Attorney and Solicitor General, that no personal claim lay against him. This opinion was not produced.

The Court were unanimously of opinion, that the ordinary rules of recourse applied, and refused the petition, without answers.

Lord Ordinary, *Methven.*

For the petitioner, *W. Erskine.*

Clerk, *Home.*

*D. D.*

*Fac. Coll. No. 199. p. 457.*

1802. *February 20,*

HENDERSON *against* HAY.

No. 12.

A BILL of exchange altered in the term of payment, admitted as a legal document; the alteration appearing to have been made merely to correct a mistake.

\* \* This case is No. 340. p. 17059. *voce* WRIT.

1803. *June 17.*

FERGUSSON and COMPANY *against* BELSH.

No. 13.

Protest is necessary, though the acceptor has become bankrupt before the term of payment.

JOHN BELSH, cashier of the Merchant Banking Company at Stirling, remitted to R. and G. Fergusson and Company, merchants in Carlisle, a bill for £12. 12s. drawn upon and accepted by John Risk in London. When the bill became due on 5th June, Risk had committed an act of bankruptcy: He was unable to pay it; but no protest was taken upon the bill.

The dishonour was notified to Belsh in a letter of the 15th, who, in answer, (18th June 1801), desired the protest to be sent to him, and added, "the moment that the protest comes to me, I shall send you a draught on London at sight." A protest was accordingly taken on the 29th, and sent; but Belsh