

No 4.

1725. February 16.—Mr Leslie, as indorsee to a bill drawn by one Fachney upon and accepted by Sir James's Lady, before their marriage, payable three years after date, charged for payment, which was suspended upon one ground, finally determined 18th of December 1724; and now it was *insisted*, *imo*, That the writ was not probative, as not having writer's name nor witnesses, and could not be considered as a bill, being so far remote from the nature and design of bills, that the term of payment was not till three years after its date. *2do*, Even suppose it were probative, yet it should have none of the extraordinary privileges of bills; and therefore compensation upon a debt due by Leslie's author, who was the original creditor in the bill, should be sustained.

It was *answered* for the Charger, That the writ charged on was in the exact form of a bill; and it could be no objection to it, that the term of payment was at a distant day, for that was regulated by agreement of parties, and not limited by any law to a particular time.

THE LORDS found, That the bill, being only payable three years after date, did not enjoy the extraordinary privileges of a bill of exchange, but was only to be considered as an ordinary debt. See BILL of EXCHANGE, Div. I. Sect. 2.

Reporter, *Lord Grange.* For Sir James, *Pat. Leith.* Alt. *Ch. & Jo. Erskine.*
Clerk, *Justice.*

Edgar, p. 132. & 170.

No 5.

1736. January 10. WILKISON *against* BALFOUR.

A RELICT having paid some of her husband's debts bearing annualrent, taking a discharge and not an assignation, her claim of relief was found to be simply moveable, and to fall under her second husband's *jus mariti*. See APPENDIX.

Fol. Dic. v. I. p. 385.

No 6.

1738. December 13. GILHAGIE *against* ORR.

A BILL which bore annualrent from its date, was found moveable *quoad* husband and wife. See No 23. p. 1421.

Fol. Dic. v. I. p. 385.

1739. February 23. DUNLOP *against* GRAYS.

No 7.
If the by-
gones of an
annuity bear-

THE LORDS found, That the bygones of an annuity, which fell due in the wife's viduity before her second marriage, fell under the *jus mariti* of the second husband, although by a clause in her first contract of marriage, in which the