

No. 21. 1740, Jan. 22. TARRAS *against* INNES of Dunkinty.

THIS bill payable at three days after sight, and bearing value in cash immediately delivered, and accepted without any date adjected to the acceptance, and not protested, the question was, Whether annualrent due, and from what period? The Lords found annualrent due from three days after acceptance, which in this case they presumed to be the date of the bill.

No. 22. 1741, Feb. 11. M'NEIL *against* CAMPBELL.

A BILL bearing annualrent 17 days before the date (when the money was due as the bill bears) being found null on that ground, *referente* Kilkerran without Informations, the Lords this day refused a reclaiming bill without answers, though the bill was for a large sum L.2621 Scots, and strong evidence of its being a just debt, and though I mentioned five decisions of such bill sustained. *Vide* one stated in the bill 5th February 1735, Dun *against* Adam, where the bill bore annualrent three months before the date, 28th June 1737, Dunwoodie *against* Johnston, in which papers are mentioned other two, viz. Cowan *against* Wingate in 1724, and James Gibson *against* Charles Crichton in January 1726. Yet the decision was pretty unanimous, none voting *against* it but Monzie, Murkle, and I.—Found again (*infra*) 25th February 1741, Paterson *against* Finlays.

No. 23. 1741, Feb. 25. PATERSON *against* FINLAYS.

THE Lords again found a bill bearing annualrent from the date and penalty conform to law void and null, and adhered to Justice-Clerk's interlocutor without answers. I also voted for it that the Court might be uniform, because of the judgment 11th February instant, though I was *against* that judgment. I saw no difference betwixt a clause of annualrent from the date and 14 days before.

No. 24. 1741, July 10. ANDREW FORBES *against* FONNEREAU.

A MERCHANT having sent sundry bills to his factor to negotiate, indorsed value in account, and the factor dying before he received payment or accounted, Fonnereau his creditor having confirmed the bills as *in hereditate* of the factor, the question was, Whether the creditor or factor are preferable, especially that upon the faith of these indorsations the factor accepted bills drawn by the merchant but never paid them, and they returned upon the drawer? The Lords preferred Andrew the merchant, but that the executors of the factor may retain these bills for security and relief of any engagements the factor came under for Andrew the merchant.

No. 25. 1742, Feb. 13, June 18. CALDER *against* MARY PROVEN.

CALDER while intoxicated with drink granted a bill to Mary Proven of L.100 sterling, to induce her as one witness said to promise to marry him, or rather as another witness said, as a proof of the sincerity of his intention to marry her; and it appeared that a for-