

LETTER OF CREDIT.

1738. *January 4.* M^cLENNIE *against* SOMERVELL.

No. 1.

LETTER by a third party to a creditor begging he would give his debtor a delay for two months, "which will oblige him and me, and you "will lose nothing by it," found to oblige the writer in payment of all damages through his delaying diligence;—but found that the writer had the benefit of discussion.

1743. *December 6.*
GOODLET of Abbotshaugh *against* LENNOX of Woodhead.

No. 2.

A DEFENCE was sustained, that no notice was given, that credit was given upon a letter of credit, for more than two years, when the person who got the credit was broken, and diligence done by his creditors, 5th January 1743. Altered 17th February and 6th December 1743. (See DICT. No. 4. p. 8222.)

Eodem Die. SAME PARTIES.

No. 3.

NOTICE must be given of furnishings being made on the faith of A, 5th January 1743. Altered 17th February and 6th December 1743.

1749. *July 29.* MANSFIELD *against* WEIR.

No. 4.

WEIR was found liable to Mansfield for money and goods furnished by Mansfield, and by merchants in England by his order, to Johnston a shop-

- No. 4. keeper in Edinburgh, and brother-in-law to Weir, on Weir's letter of credit for L.150 to Mansfield in favour of Johnston, though it did not appear that Mansfield gave Weir notice of these furnishings, or rather it appeared that he did not give him notice. (See DICT. No. 5. p. 8224.)

See Anderson against Wood, 20th November 1735, *voce* BILL OF EXCHANGE.

See NOTES.