

(DUE *ex lege*)

No 5. Accordingly, THE LORDS " found annualrent due from the date of the bill." For, being accepted without a new date, it was presumed to have been accepted of the date of the bill.

*Kirkerran, (BILLS OF EXCHANGE) No 18. p. 83.*

1749. November 24. JOHN FORREST against The Earl of SUTHERLAND.

No 6.  
No interest found due on a bill accepted by a wife for necessaries.

ELIZABETH SHAW, milliner in Edinburgh, drew upon the Countess of Sutherland, 31st August 1742, for L. 49 Sterling, against Candlemas then next, being the balance of an account of goods furnished to her, including interest from the draught, which she accepted.

Application was made to the Countess for payment, and a process threatened; but, upon promises to pay at Whitsunday 1744, not raised till after the term; when it was insisted in by John Forrest, merchant in Edinburgh, indorsee to the bill. And the Lord Ordinary decreed with interest.

*Pleaded* in a reclaiming bill, A wife may take off necessaries, but cannot grant securities bearing interest; which, in this case, is not due *ex mora*, as the contraction was not made known to the Earl.

*Answered*: As a wife may bind her husband by contracting for what falls under her *præpositura*, so she may grant security for what she purchases, bearing interest from the ordinary time, to which credit is given; and the indorser did what was incumbent on her by demanding from the Countess, who, she doubted not, would inform her husband.

" THE LORDS found interest not due." (See HUSBAND and WIFE.)

*Ad. H. Home.*

*Alt.*

*Clerk, Kirkpatrick*

*Fol. Dic. v. 3. p. 28. D. Falconer, v. 2. No 100. p. 115.*

1751. December 13.

MONCRIEFF of Tippermalloch against Sir WILLIAM MONCRIEFF.

No 7.  
A bill payable on demand, found to bear interest only from citation in the process.

SIR Thomas Moncrieff of that ilk, at Moncrieff 16th October 1719, granted bill to Sir Hugh Moncrieff of Tippermalloch, for 700 merks Scots on demand; and 11th January 1720, by missive, apologised for failure of payment, obliging himself to give annualrent until it were paid.

Sir Hugh Moncrieff at Edinburgh, 22d February 1732, accepted a draught of Mr David Moncrieff, son to Sir Thomas, for L. 16 : 16s. Sterling, payable to Sir Thomas on demand.

A promissory note payable on demand, found to bear interest from citation *ex bono et æquo*.

Sir Thomas, at Moncrieff, 21st June 1732, granted bill to Sir Hugh for L. 40 Sterling against Martinmas, with interest; and 20th April 1734, granted a promissory note for L. 30 Sterling on demand.