

1749. June 16.

FORBES *against* YOUNG.

WHERE a bill was indorsed for value after the term of payment was past, recourse was found to ly against the indorser, notwithstanding that no protest was taken by the indorsee upon the refusal to honour the bill: The merchants of London, to whom the Lords had recommended to give their opinion upon the case, having reported, That where a bill is indorsed after the term of payment, it is not necessary for the porteur to protest, but only to present the bill as a letter of credit, and to demand payment, and to notify the refusal to the indorser in a reasonable time. See No 147. p. 1580.

*Fol. Dic. v. 3. p. 91. Kilkerran, (BILLS of EXCHANGE.) No 22. p. 87.*

No 191.

If payment of a bill, indorsed after the term of payment is past, be refused, the porteur must notify the refusal in a reasonable time.

1751. February 28. ROBERT FARQUHAR *against* CRAWFURD of Daleagles.

JOHN CRAWFURD of Daleagles granted a promissory note, 16th April 1749, obliging him to pay on demand, or make compt for the sum of L. 7 Sterling; and a bill for L. 22 Sterling; 22d July that year, to Robert Farquhar in Townhead of Catrine.

Robert Farquhar, in 1746, raised action for these sums against Adam Crawford Newal of Daleagles, as representing the granter, and obtained decret; which being suspended, the LORD ORDINARY, 7th February, ' Found the letters orderly proceeded.'

*Pleaded* in a reclaiming bill: In all other countries bills are not permanent securities: Lord Stair, speaking of their being probative, though wanting solemnities, says, if they ly over they would not be probative, b. 4. tit. 42. § 6. The Lords have often found no action lay on them after lying over, 5th December 1744, Homes against Anderson; D. Falconer, v. 1. p. 16. *voce* PRESUMPTION; 11th February 1747, Garden against Rigg, No 188. p. 1628.; 31st January 1749, Wallace against Lees, No 189. p. 1631.; and this bill has lain over for seventeen years. The note is presumed to have been included in the bill, as the obligation was to pay or account.

THE LORDS refused and adhered.

*Pet. Brown.*

*Fol. Dic. v. 3. p. 91. D. Falconer; v. 2. No 206. p. 249.*

No 192.

Action was sustained on a promissory note and a bill, although after 17 years, and the granter dead.

1754. February 20.

ANDREW LOOKUP, *against* JOHN CROMBIE and the CREDITORS of ARCHIBALD CROMBIE.

ARCHIBALD CROMBIE was debtor to Robert Richardson by two bills; the one dated 4th June 1721, payable 10th February 1722; and the other dated 15th June 1724, payable on demand.

No 193.

Found that no action could be sustained on bills