

1762. July 21. GORDON against RAINING.

THE point had occurred before Lord Colston, Gordon against Raining; when his Lordship, in conformity to the decision, *Turnbull* against *Tudhome*, 18th June 1748, observed by Falc., gave the same opinion. Parties reclaimed. I am not informed how it ended. This was in part of a writer's account.

---

1775. February 17. M'KENNAN against GARRIOCH.

WHETHER an indorsee to a bill indorsed *in security* ought to be liable in negotiation has been disputed. Groset, son to the collector at Alloa, had remitted a bill accepted by Drummond to the Receiver-general, *inclosed in a letter, bearing, That the bill* was to be in his hands as a deposit till the money was paid. The Receiver-general did not follow out the rules of negotiation, and afterwards contended that he was not liable to do so; as the bill was not indorsed to him in payment, but merely as a deposit. The Lords (February 1762,) sustained the defences, and assolied; but, upon an appeal, the judgment was reversed; and the Receiver-general found liable for the sum in the bill, (17th March 1763.)

In the above case, Groset against Murray, the reversal proceeded upon these two special points:—*first*, That the commissioners of the customs, in their instructions, had directed that bills transmitted by the collectors to the Receiver-general, should be negotiated; and that accordingly an officer, with a salary, was appointed for that purpose. *Secondly*, The Receiver-general, in order to obtain a writ of extent, had deponed, before a Baron of Exchequer, that the bill indorsed was a Government debt, and had thereupon obtained a writ to that purpose.

In the case *M'Kennon* against *Garrloch*, 1st February 1775, the point was held as established, *viz.* that an indorsee in security was not liable in negotiation.

THE Lords found, “That a bill drawn on a debtor, payable to a third party, and protested for not-acceptance, is equivalent to an intimated assignation, and preferable to an after arrestment by another creditor.”

Same decision pronounced, 4th March 1778, *John Spottiswood, Esq.* against *M'Neil of Colonsay*.

They decided upon the same principles, *M'Leod* against *Crichton*, 14th January 1779. In this case, the bill was twice presented to the person, *viz.* Sir William Forbes and Company, upon whom drawn; first for not-acceptance,—next for not-payment. At the time of the protest for not acceptance, they had