

No 3. land be expressed, our private laws being by an article of the Union reserved. It is true, the acts against counterfeiting of money, and the several species of treason, extend to us as well as England; but these laws regard the public police, and not private right. THE LORDS thought these promissory notes did not require witnesses, but could not be the ground of a summary charge; and that the English acts appeared by their stile and manner of executing, by their *scire facias*, &c. to relate only to England; and therefore found the summary charge unwarrantable, but thought it might subsist as a libel, without any new process thereupon.

Fountainball, v. 2. p. 685.

No 4.

1739. February 2. GORDON *against* FORBES and INNES.

AN arrestment found preferable to a blank indorsation of a promissory note.

N. B. Such notes cannot pass by blank indorsation, but only by assignation, or a short writing on the back of the note, and till intimation to the debtor, are affectable by arrestment, and liable to compensation. For the notes of a trading company in the act of Parliament, are only understood notes of a corporate body, as the Bank, or the like.

Fol. Dic. v. 2. p. 211. Kilkerran, (PROMISSORY NOTE.) No 1. p. 440.

* * * C. Home's report of this case is No 48. p. 712. *voce* ARRESTMENT.

No 5.

1751. December 13. MONCRIEF *against* Sir WILLIAM MONCRIEF.

PROMISSORY notes payable on demand, bear interest from the citation.

Fol. Dic. v. 4. p. 154. D. Falconer, Kilkerran.

* * * This case is No 7. p. 478. *voce* ANNUALRENT.

No 6.

1766. July 17. GILLENDERS *against* BIRWHISTLE.

PROMISSORY notes payable, 30th June, were indorsed 25th June, to a gentleman in the island of Lewes, with recourse, in terms of a fitted account of the same date.

The notes were transmitted by the indorsee to his agent at Edinburgh, in a letter of 26th June, and came to hand the 6th of July, but were not pro-

tested till the 13th. The debtor in the notes became bankrupt on the 23d of July.

No 6

The Lords found recourse competent, though in the case of a bill of exchange it would have been cut off by failure of negotiation. But it seems to have been the opinion of the Court, that promissory notes did not require exact negotiation.

Act. Lockhart, Solicitor Dundas.

Alt. Macqueen.

G. F.

Fol. Dic. v. 4. p. 154. Fac. Col. No 57. p. 292.

1766. December 9. MORE against PAXTON.

AN arrestment of the sum in a promissory note, laid in the hands of the debtor in the note, and proceeding upon the debt of the original creditor, was found preferable to an indorsation blank in the date, there being no sufficient evidence that the indorsation was prior to the arrestment.

It is unnecessary to resume the debate, whether promissory notes fall under the act of Parliament concerning blank writs, if they were transmissible by indorsation, and, in general, if they were entitled to the other privileges of bills of exchange, which are now extended to them by the act 12th George III. ch. 72.

For the Indorsers, MacLaurin.

Alt. H. Dundas.

G. F.

Fol. Dic. v. 4. p. 154. Fac. Col. No 49. p. 278.

1771. January 25. GREIG against GREEN.

GREEN being debtor to Greig for meat furnished, indorsed to him a promissory note for L. 27 : 9s. the pursuer paying him the difference. The note was dated the 11th November 1767, and in these words: "I promise to pay Mr William Green, or order, thirty days after date, twenty-seven pounds nine shillings Sterling, value received. (Signed) EBENEZER M'CULLOCH."

And on the back thus, "Pay the within contents to Alexander Greig or order. (Signed) WILLIAM GREEN."

Upon the 14th December 1769, which was within the days of grace, the pursuer protested this note against M'Culloch for payment, and against Green the indorser for recourse, to whom he also intimated the dishonour; and having brought an action before the Sheriff of Edinburgh against both M'Culloch and Green, the Sheriff decerned against M'Culloch in absence, and also against the defender, Green, for recourse. The cause being brought into Court by advocacy, and informations ordered,

No 7.

Arrestment, whether preferable to the indorsation of a promissory note?

The privileges of bills are now extended to promissory notes.

No 8.

Action of recourse found not competent against the indorser of a promissory note.

But see Act 12. Geo. III. cap. 72.