

There is an obvious distinction between the drawer and indorsers of an accommodation bill: The former receiving the money, has no right to relief from any one; but if an indorser shall pay, he has right to operate relief against both the drawer and previous indorsers. This interest is the criterion by which to judge whether strict negotiation is necessary or not.

Some of the Judges doubted whether a bill indorsed, in order only to give it credit, that it might be discounted by the drawer, and which did not at all pass *in commercio* from indorser to indorser, was entitled to the privileges of negotiation. Such indorsers, it was argued, were never cautioners. Some thought accommodation bills proceeded *e turpi causa*. Others were of opinion, there was no turpitude in such bills. Solvent parties, it was said, might fairly raise money in this way; and being able to repay it, they did no wrong.

THE COURT refused the petition, and affolized the indorser.

Ordinary, Lord Henderland. Aft. R. H. Cay. Alt. R. Corbet. Clerk, Mitchellson.

See Session Papers in Signet Hall.

1791.

IRVINE against

An action of recourse was brought against the indorser of a bill. No regular intimation of the dishonour had been given; yet, from private knowledge, the indorser could not be ignorant of the dishonour. THE LORD ORDINARY found him liable; which the Court confirmed, and found expences due.

*Observed on the Bench:* When an indorser hears nothing of a bill for some time after the term of payment, he is entitled to presume it is paid: hence, in general, without intimation, an indorser cannot be made liable; but, in the present case, the parties saw each other every day, and the whole circumstances come to be equivalent to regular intimation. The indorser knew, from circumstances, that the bill was dishonoured. In particular, he was present when the acceptor made a partial payment.

The defender was on the poors roll; but this was considered as no reason for preventing a decree against him for expences. See Poor. 1

(No. Printed Papers.)

1792. January 21.

CREDITORS OF MACALPINE and Company against PARSONS and GOVETT.

THOMAS JEFFREY of London accepted a bill drawn on him by Macalpine and Company of Perth. It was afterwards indorsed successively to three different parties in England, the last of whom were Parsons and Govett.

No 174.

No 175.

An indorser found liable in recourse, who had certain private knowledge of the dishonour, although no regular notification.

No 176.

Regular negotiation not required in accommodation-bills.