

- No. 5. 1735. *February 5.* DUNN *against* ADAM.
 BILL sustained bearing annual rent three months before its date.
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- No. 6. 1735. *February 7.* INNES *against* GORDON.
 A BILL of exchange being payable at a certain day, a delay of demand of payment for seven days may barr recourse if the acceptors break *medio tempore*; but if payable at so many days sight, such a delay of presenting will not bar recourse upon the drawer.
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- No. 7. 1735. *July 22.*
 VAN CHARANT &c. and FACTOR, CREDITORS of ROBERT M'KAY, *against* BALDWIN.
 CREDITORS of a bankrupt, arresters, preferred to a pretended onerous indorsee, on pregnant presumptions that the indorsee was *particeps fraudis* with the bankrupt; that he knew of the bankruptcy, and purchased the bills to disappoint his creditors.
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- No. 8. 1735. *November 20.* ANDERSON *against* ALEXANDER WOOD.
 A BILL of exchange payable 40 days after date need not be presented for acceptance till that day. In case of dishonour, must be notified to the person who gave the letter of credit; but the creditor's oath that he gave such notification by letter, and showing a note in his copy-book of letters to that effect, though without a full copy of the letter, is sufficient proof of the notification.
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- No. 9. 1736. *January 13.* PATRICK CRAWFURD, *Supplicant.*
 BILL going through the hands of several indorsees, was at last protested against the acceptor, drawer, and all the indorsers, and thereupon was paid by one *supra* protest, without indorsing the bill or assigning the protest; yet the Lords ordered the bill to be registered at his instance. See No. 10. and No. 33.