

THE LORDS therefore passed the bill of advocation.

Lord Ordinary, *Dregborn*, For *Sword*, *Wight*. Alt. *Honyman*. Clerk, *Sinclair*.
Stewart. *Fol. Dic. v. 3. p. 76. Fac. Col. No 141. p. 280.*

No 34.

* * The following note, relative to the above case, appears under the *Errata* of the volume of the *Fac. Col.* from which the case is taken :—

Note. As to the opinion of the Court, in the case of *Sword contra Blair*, there is authority for now stating ; that what chiefly weighed with the majority of their Lordships, was not the circumstance mentioned ; but the general understanding and practice of merchants, regarding stipulations of interest in bills, *e. g.* bankers notes and East-India bills ; which indicated, that such of the later decisions as had set aside bills bearing a clause of interest, were erroneous ; and ought not to be followed as precedents.

See No 5. p. 477.

See APPENDIX.

S E C T. V.

The Drawer's Subscription.

1734. February 14. NEILSON against RUSSEL.

IN this case, where the drawer's name was in the body of the bill, but written with another hand, arrestment laid on in the acceptor's hands, before the drawer admitted his subscription, was found good against an onerous indorsee. For here, the acceptor of the bill, was *ab ante* debtor ; and, after the debt was fairly attached by arrestment, it could not be transformed into a bill, to disappoint the effect of the diligence. *See* This case, Div. 2. Sect. 2.

Fol. Dic. v. 1. p. 96.

No 34.
The subscription of the drawer, an essential requisite.

1738. July 27. HENDERSON against DAVIDSON.

IT was agreed that a bill, blank in the creditor's name at the time of delivery, fell under the act of Parliament 1696, concerning blank writs. But where, in a reduction of a bill, upon that ground, the fact was referred to the defender's oath, who deposed that the bill was put in his hand, blank in the drawer's name, as a fund of credit for procuring the loan of the sum ; and that, within two days, he himself made up the sum, which he delivered to the acceptor ; and, at that time, subscribed his name as drawer ; the bill was sustained ; the plurality of the Lords being of opinion, that it was not to be considered as a delivered evident till the money was advanced.

Kilkerran, (BILL OF EXCHANGE.) No 2. p. 69.

No 35.
A bill was blank in the drawer's name at the time of delivery, but filled up before the money was actually advanced : found good.