The dishonour had been notified by the fifth post; and it was argued, that since the posts were made daily, this was equal to what three posts were formerly: but this was disregarded; for, by three posts, the Lords understood three opportunities.

This was a question in the negotiation of a bill, before the late Act of Parliament; which, in the case of inland bills, makes a provision of fourteen days' notice after the dishonour. At the same time, the Lords were not agreed whether it was to be considered as an inland bill or a foreign bill; See Falc., Vol. II, No. 187. Lord Pitfour, on the analogy of the decision, 11, *New Coll.* No. 71, *Smith* against *Guildry of Inverness*, thought it an inland bill. As to this point, see *Elliot* against *M'Kay*, where it was argued, p. 9.

1777. *February* 11. ROBERT PRINGLE *against* JAMES KELTIE.

ROBERT Pringle was debtor to James Keltie. Being pressed for payment, he gave Keltie a draught, by way of bill, on John Robertson, for four guineas, "in part payment due by him." For which draught, Keltie gave a receipt, in these terms:—"Received, &c. an order on John Robertson, &c. for £4: 4s. as part of his bill due me;—if paid, shall be accounted for by, (Signed) JAMES KELTIE."

It appeared that Keltie not only did not negotiate this draught, but, at the distance of nine months, incarcerated Pringle in the prison of Peebles for the whole debt. In a pursuit at his instance, for damages, &c. The Lord Monboddo, Ordinary, found, (12th December 1776,) that Keltie was under no obligation to negotiate the draught on Robertson: and, on advising bill and answers, the Lords adhered, (25th January 1777;) and this day, (11th February 1777,) they refused a second reclaiming petition, without answers, and again adhered.

1773. *July* 13. DONALD KENNEDY, Petitioner.

A BILL indorsed in payment to the indorsee of a former debt, for merchant goods sold, due by the indorser, held to be indorsed for value, and the indorsee entitled to all privileges.

Contrary to Bank., Vol. I. p. 366, § 29.