

is competent for security of the obligations under which the holder has come for the bankrupt. Sale is a consensual contract, not completed without delivery. Objection is good against the purchaser as well as against the seller : in the noted case of *Hewit*, the House of Lords gave judgment on my principles.

MONBODDO. A sale may be completed symbolically. By the law of England there is such a thing as retention, else there would have been no room for the decisions pronounced by Lord Hardwick and Lord Mansfield.

ROCKVILLE. If bills of lading, by being conveyed, do not convey property, there is an end of commerce.

On the 2d February 1787, "The Lords repelled the defences."

Act. A. Wight. Alt. ———.

Reporter, Henderland.

Diss. Alva, Braxfield.

Non liquet, Henderland, Dunsinnan.

1787. February 6. ARCHIBALD M'AUSLAND *against* WILLIAM DICK.

NAUTÆ, CAUPONES, ET STABULARII.

The owners of stage coaches not answerable for the safe conveyance of money, unless where it has been delivered as such.

[*Faculty Collection, IX. 476; Dictionary, 9,246.*]

HAILES. Whatever may be the determination in this cause, it will not form a precedent ; for all keepers of stage coaches will instantly advertise that they will not be answerable for money or bank-notes. It is impossible to suppose that Dick, or any other coach-master, could have meant to convey for sixpence a sum of two hundred pounds, which could not have been conveyed by the waggon for less than four shillings. In the waggon there is a place appropriated for the securing of money and bank-notes, so that they cannot be pilfered, and they are safe, unless the waggon itself should be carried off or plundered. In the stage-coach there is nothing of that kind, and there is no occasion for it, because it is not understood that money or bank-notes are to be transmitted by such conveyance.

MONBODDO. The Roman edict does not apply. The matter comes then to the practice of Scotland,—and the question is, Whether by it stage-coach hirers take in money as parcels? And this is denied.

BRAXFIELD. Upon the very principle of the Roman edict, *quod receperit saluum fore*, the defender ought to be assoilyied, for he did not undertake the charge of any money : *non recepit*.

JUSTICE-CLERK. When those public conveyers mean to take the charge of money, they exact a *premium* for the risk and the trouble.

PRESIDENT. It was wrong in the pursuer to conceal that there was money in the packet.

HAILES. It behoved him to conceal it; for, had he not done so, it would not have been conveyed by the stage-coach. The fact is, that, for the saving of three shillings and sixpence by a cheap conveyance, he has, according to his own account, lost two hundred pounds.

On the 6th February 1787, "The Lords assoilyed, and found expenses due."
Act. Ch. Hope. Alt. J. M'Laurin.
Reporter, Eskgrove.

1787. February 7. JAMES ROBERTSON and OTHERS *against* CHARLES M'GLASHAN.

BILL OF EXCHANGE—PRESCRIPTION.

Bills now retain their extraordinary privileges for six years.

[*Fac. Coll. IX. 477; Dict. 11,129.*]

JUSTICE-CLERK. The bill is drawn on M'Glashan as *trustee*, but it is accepted simply, and so is binding on the acceptor, although it should appear that he had no part of the trust-funds in his hands.

BRAXFIELD. Right; but, since the statute 1772, six years are allowed for the privileges of bills: formerly the time was uncertain. Indorsation is onerous, although for payment of former debts. If the indorsee knew of payments, it was fraudulent to take the bill; not so if he only knew that there were grounds of compensation.

PRESIDENT. The question is, When was the bill indorsed? As the contrary is not offered to be proved, it must be presumed to have been indorsed at the time mentioned by the respondents.

On the 7th February 1787, "The Lords decerned, in terms of the conclusions of the libel;" adhering to the interlocutor of Lord Rockville.

Act. Ch. Hay. Alt. G. Ferguson.