

No 332.

the assignee cannot be in a better situation than the cedent. Thus the same plea of compensation that could have been successfully used against the indorser of the bill in question, must be equally available against his indorsees. Erskine, book 3. tit. 2. § 37.

Answered, At any time prior to the year 1772, the defender's argument would have been of considerable weight; but as bills of exchange have since been declared, during six years, to be legal and probative documents, no reason can be assigned, why the duration of their extraordinary privileges should be limited to a shorter period.

The plea urged for the pursuer had been formerly recognised by the Court, though no precise determination had ever been given on the point.

THE LORDS adhered to the judgment of the Lord Ordinary, 'in repelling the defences.'

Lord Ordinary, *Rockville.* Act. *C. Hay.* Alt. *Geo. Fergusson.* Clerk, *Menzies.*
C. *Fol. Dic. v. 4. p. 103.* *Fac. Col. No 309. p. 477.*

No 333.

1792. May 23. WILLIAM HENRY RALSTON *against* JOHN LAMONT.

THE sexennial limitation of bills does not affect the claim of recourse competent to the acceptor of a bill against the drawer.

Fol. Dic. v. 4. p. 103. Fac. Col.

* * * This case is No 115. p. 1533. *voce* BILL of EXCHANGE.

No 334.

The sexennial limitation of bills, how far affected by relative writings during the six years, or afterwards.

1792. May 23. JAMES RUSSEL *against* JAMES FAIRIE.

FAIRIE, on 8th May 1782, granted to the mother of Russel a bill of exchange for L. 92, payable one year after date.

On the bill were marked a variety of partial payments, the latest dated in September 1788. Three of the markings were in Fairie's hand-writing; the last of these, however, was in 1786.

After Mrs Russel's death, there having been many transactions between her and Fairie, a correspondence took place between him and her son. In March 1789, Fairie desired Russel 'to send a copy of the bill, and the payments made 'on the back of it, so that he might settle the balance.' And in July 1789, after the expiration of the six years, he again wrote in similar terms.

At last an action was brought by Russel against Fairie, for the sums appearing to be due, after deduction of the partial payments as marked on the bill.

The defender *alleged,* That he had made other advances to the full amount, trusting that the creditor would have carefully noted them. At any rate, he