accept simply upon the Credit of the Drawer, or of him for whose Account it is drawn: but accepts Superprotest in Honour of the Indorser or Drawer. Upon which Acceptance of Superprotest, there must be notarial Instruments extended, narrating the Quality of the Acceptance, and for whose Honour it is and the Cause thereof: Because otherwise any Person who hath simply accepted and paid a Bill, might afterwards upon Notice of the failing of the Creditor of the Drawer or of the Person for whose Account the Bill was drawn at his own Hand accept to the Acceptance upon the retired Bill, these Words, for the Honour of the Drawer or for the Honour of the Indorser; and so unjustly reap the Benefit of an Acceptance or Payment Superprotest, which cannot be done when there is such a Check as an Instrument. But a Bill ought not to be accepted Superprotest for Honour of the Drawer or Indorser, till after it hath been protested for not Acceptance against the Person drawn upon: For otherwise the Acceptor Superprotest acts unwarrantably; and the Damage of the Drawer thro' his Bill not being accepted by the Person drawn upon, will Judge upon the Acceptor. When a Bill is drawn upon two or more jointly and severally, i.e. upon them all or upon either of them, or upon such an one and in his Absence, or mother, it sufficeth to stop protesting, that the Bill is accepted by any one of them: But being directed to Several jointly, who are not Partners or in Society, it must be protested for want of due Acceptance, if any one refuse, altho' the rest accept; or if they altogether accept not for the full Sum, tho' every one may accept for his own Proportion, and to be liable only pro rata. Where one of two joint Merchants or Partners accepts a Bill of Exchange the same Both find the other each of them being liable in Solidum. Thus where three Persons in a Letter found themselves to pay such Bills as the Bearer should draw for Cows to be bought for their Use, he the Bearer having drawn a Bill upon them or any of them for the Price of the Cows, each of them was found liable in solidum: In Respect they were Partners as to the Bargain, and the Cows had been sold upon the Faith of their Letter 15 Decemb. 1665 M'Lead contra Young observed by Dorleton, vid infra Pag. 1650. Where another Reason is given for this Decision as observed by Stair. And one of two upon whom Bills were drawn without expressing jointly and severally, or any Words equivalent having simply accepted them, he was found liable for the whole Sum 29 January 1675 M'morland contra Maxwell. But if a Factor of any trading Company, or that is imployed by several Merchants draw Bills on Company or upon all his Constituents, and but one Member of the Company or one of his Constituents accept, this will not oblige the rest, they not being joint Traders. No Bill bearing as per Advice ought to be accepted till Advice come, unless the Acceptance be Superprotest in Honour of the Drawer, the Letter of Advice being considered in such a Case as Part of the Bill, to instruct the onerous Cause thereof and how and in what Manner it should be honoured, without which the Acceptor and Payer could have no Action against the Drawer. The Acceptance of Bills payable on

on a set Day, or sometime after Date, need not to be dated: But Bills upon Days Sight must bear expressly Accepted such a Day, because their Term runs only from the Day of Acceptance, whereas in the others it commences from the Date. The accepting of a Bill does not liberate the Drawer, who sometimes notwithstanding bound in all Events till it be paid, even tho the Acceptor turn Bankrupt; unless it can be qualified and may appear that the Recovery of the Money from the Acceptor is become desperate thro' the Drawers neglecting due Diligence. And the Obligation of the Acceptor of a Bill stands always in Force, because cannot approbate, even tho the Drawer was lapsed before Acceptance, and the Acceptor knew not so much. Bills of Acceptance to receive ought instantly to be protested for not Acceptance by taking Instruments thereupon in the Hands of a common Notary. When he on whom a Bill is drawn doth unjustly refuse to accept, having Effects in his Hand, the Creditor of the Bill will have Action against him for Payment, and the Drawer for Damages.

When Bills are payable at some Time after Sight or Date, the Day after Sight or Date are not that wherein they were presented or date is reckoned the first Day; and so forth including Sundays and Holydays. But by the first Day after Sight, we are not to understand the Day after it was primarily accepted or showed to the Party drawn upon, but only the first Day after Acceptance or protesting for not Acceptance: Forasmuch as the Sight must appear in a legal Way. The Term of a Bill payable at an appointed Day is to be calculated after the Stile or Account of Time at the Place of Payment. So that a Bill made at any Place where they write new Stile, payable on a precise Day at a Place where the old Stile is in Use; must be considered to fall due according to the old Stile Computation: And e contra. The Acceptor of a Bill has expired the Day in the Bill, three Days allowed him to make Payment, called Days of Grace or Favour, or Respite Days. Which is conformous to that Rule of Law, Creditor non debet venire cum Sacco paratus l. 105. ff. de Solut. But the Number of these Days of Grace varies according to the respective Customs of different Places. At London, Bergamo and Vienna, only three Days of Favour are indulged. At Leghorn, Millain and some other Places of Italy there is no fixt Number of Respite Days; the Time for protesting or not protesting being referred to the Discretion of the Portens of the Bill: Yet their Way is to protest some ten Days after it falls due. In some Places, as London, France Amsterdam &c. Sundays and Holydays are included in the Respite Days; in others as Venice &c. they are not reckoned. No Respite Days are allowed for accepting of Bills, or for Payment of such as are made to be answered at Sight, or one or two Days Sight. For Bills of that Kind being commonly drawn when Business is urgent, and cannot well admit of Delays, they ought to be paid at presenting, or