

for as Bills do alike freely as Money pass from one Possessor to another
 sine onere without any latent Spurio upon them arising from the
 Debit or Debit of his Author, as if they had been originally payable to him
 self. One having accepted Bills drawn upon him by his Creditor, before Ar-
 restment served against him by the Creditors of the Drawer, will get Al-
 lowance of these Bills in a Forthcoming at the Creditors Instance
 But if the Arrestment was served before the Bills were accepted, he
 will get no Allowance thereof; altho he upon Advice of the Draught
 had posted them in his Books and stated himself Debtor for the same
 to the Possessor before the Arrestment. *J. July 1607 Creditors of Jack-*
son contra Drummond. Because a Person on whom a Bill is
 drawn becomes not Debtor therein till he accept it by underwriting.
 For the Bill could have been recalled or countermanded before Acceptance.
 If a Person being abroad accepts of Bills drawn by his Creditor present
 to him personally, while in the mean Time there is an Arrestment im-
 known to the Acceptor left at his House by the Drawer's Creditor im-
 Acceptor of his Bill should be liable both to the Acceptor in the Forth-
 coming if the Arrestment be used before Acceptance of the Bill, and to
 the Possessor of the Bill, if he have it for an onerous Cause. *vic. my*
Fr. abij. in Bills of Exchange Chap. 8. Sect. 11. 12. 14.

Bills of Exchange drawn or indorsed by Bankrupts, in Satisfaction or
 Security of prior Debts, and not for present Value received, are allowed to
 be questioned upon the Act of Parliament 1696 (viz. Act 5. Sep. 6. Stat.
 K. W. in the Person of the first Possessor or Indorsee 15 Feb. 1696 *Gray con-*
tra Melvill and Burr 16 January 1713 *Campbell contra Grahame*. But
 not in the Person of a posterior Indorsee for present Value, who is not
 bound to know the Condition of the first Drawer or Indorser. The Creditor
 in a Bill is not regulariter bound to prove that he gave present Value for
 it 16 January 1713 *Campbell contra Grahame*. Seeing the paying of Value for
 Bills is a Transaction that cannot be easily proved, for that the Pre-
 sence of Witnesses is not ~~required~~ required to the subscribing of Bills.
 But a Bill of Exchange drawn or indorsed by a Bankrupt, payable to
 a conjunct Person his own Brother in Law, was found to fall under
 the foresaid Act of Parliament, unless it were made appear that Value
 was given for it at the Time of the Drawing or Indorsing 2. Feb. 1700
Dunward contra Struthers and Wilson. Where deceitful Collusion is the
 Prejudice of Creditors, being presumed in Law betwixt Persons so near
 allied by Blood; it was no Hardship to burden the Receiver of the Bill,
 with proving immediate Delivery of the Value.

Salt Bills, Meal Bills, or Bills or Receipts for Delivery of the like
 Fungibles are not privileged as Bills of Exchange for Payment of Money.
 Tho' they may be sustained as probative in re mercatorum without Writers
 Name and Witnesses, and the ordinary Solemnities required in other
 Writs 16 Decemb. 1713 *Selly contra Robertson* 19 Feb. 1715 *Douglass contra*
Colonel Esphine. Because Bills for Delivery of Salt or such Fungibles,
 are neither liquid nor ascertained in the Value, nor bear the Word Pay
 as Bills of Exchange for liquid Sums do.

Promissory Notes (called in France *Billets de Change*, or *Notes of*
Exchange) whereby any Person promises in Writing to pay to one or his
 Order, any Sum of Money therein mentioned, have the same Effect both in
 France (*Edict de Commerce 1673 Tit. 5. Art. 27. Tit. 7. Art. 5. Du Traij*
L'Art des Lettres de Change Chap. 10. n. 1. et seqq.) and in England (*3 & 4 Anne*
Cap. 9. p. 1. 7. A. Cap. 25) as for Bills of Exchange, with Respect to Indorment thereof and maintaining Action thereon
 for Payment of the Sum with Costs and Damages. Only there is this Dif-
 ference, that whereas a Bill must be protested, the Party failing to pay the
 Note must be summoned to a Court. Promissory Notes have no such Pri-
 vilege in Scotland; but are null for want of Writers and Witnesses. ~~Names~~
 and Designations 29 January 1708 *Arbuthnot contra Scot* and compar-
 ed with the Indorser's Debt 12 Feb. 1708 *Bundie contra Kennedy*. Nor
 doth the English Statute of 3 & 4 Anne Cap. 9. giving the like Re-
 medy upon promissory Notes as is now used upon Bills of Exchange,
 for three Years, tho' made perpetual by an Act of the British Parlia-
 ment since the Union (7 Anne Cap. 25) extend to promissory Notes in
 Scotland 6 Decemb. 1711 *King contra Esdale*. Because the British Sta-
 tute doth only make the former, which was a temporary Law of
 England, to have perpetual Force there; and being but an Accessory,
 can go no further than the Statute of England it was calculated to con-
 tinue.