

all writs otherwise subscribed, and delivered blank as said is, shall be declared null. Indorsements of bills of exchange, 'and the notes of any trading company,' are excepted from the operation of this act of Parliament.

1707. *March 15.*

The EARL of LEVEN *against* JOHN SCOT of Gilmercleugh, and FRANCIS ARMSTRONG of Whitehaugh.

THE Earl of Leven having charged Gilmercleugh and Whitehaugh upon their bond for L. 6000 Scots, with annualrents and penalty; they suspended upon this reason, that the bond was blank in the creditor's name, and so null by the act 25th Parl. 1696.

Answered for the charger: That the act annuls only bonds thereafter to be subscribed blank, and this bond was subscribed before the act.

Replied for the suspenders: Albeit the bond was subscribed before, it was not delivered till after the act; and bonds in the sense of law are to be understood *cum effectu*; an undelivered bond not being *vinculum juris*. Nor does the act of Parliament discharge only the signing of a blank bond, but requires, that at least at delivery, it be filled up before the same witnesses; which shews that law regards not the time of signing, but delivery.

Duplied: There is no place left in this act to conjecture about the meaning of the words; for it reprobates only bonds thereafter to be subscribed blank, unless some cautions be observed, and makes no mention of blank bonds subscribed before.

THE LORDS sustained the bond charged upon, in respect it was of a date anterior to the act of Parliament anent blank bonds.

Fol. Dic. v. I. p. 104. Forbes, p. 151.

1711. *February 13.*

SIR ALEXANDER BRAND *against* JAMES ANDERSON and OTHERS, Tennants of Riccarton.

MR ROBERT CRAIG of Riccarton being debtor to Sir Alexander Brand of Brandsfield, he draws a bill on Anderson and Gordon, two of his tenants, for 1090 merks, payable to Sir Alexander, who accepts; but the other creditors compare, and object that this bill is null by the 25th act 1696, declaring that all bonds and other deeds subscribed blank, in the person's name in whose favours they are conceived, shall be void and null: But so it is, this bill was blank in the creditor's name, as appears from ocular inspection, being both filled up by a different hand and ink, *ex intervallo*; it being originally "pay to _____," and shewn to severals, and offered to them as it stood blank; and at last he and Sir Alexander agreeing, Sir Alexander's name was filled up therein; and there-

No 20.

The Lords sustained a blank bond, though it was not delivered till after the act of Parliament, because it was subscribed before it.

No 21.

A bill being drawn blank in the creditor's name, the Lords found that such bills fell within the compass of the act, and that the bill was null; the exception in the act regarding only indorsements.