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bill, but only gave his note to the drawer, to hold compt to him for the money, when he should get payment of it. Immediately after Alexander at Paris accepted this bill, James the drawer broke; upon which matter of fact, the author gives his opinion in three points, viz. *1mo*, If Alexander the acceptor had been debtor to the drawer, before his acceptance, the sum in the bill would have been brought into the bankrupt's effects, and distributed among his creditors; but if Alexander the acceptor was not formerly debtor to the drawer, but accepted his bill in hopes of getting effects from him to pay before it fell due, Paul the creditor in the bill behoved to be answered with payment, and the bankrupt's creditors could not complain nor pretend to any share thereof; because the bill is not to be paid with the effects of the drawer their common debtor, and so they are not wronged; but the acceptor, who has himself to blame for giving trust to the drawer, whose faith he followed; which is a good argument to decide in the charger's favour; seeing the suspender acknowledgeth that he was not debtor to Rob Roy the indorser at the accepting of his bill, but accepted the same for cattle that were never delivered. *2do*, That author is of opinion, That Alexander the acceptor of the bill would not be bound to pay the same to Paul, if he could prove by a note under Paul's hand, that he was only to hold compt to James the drawer, for the value of that bill when it should be paid; which makes nothing against the charger, who accepted of an indorsement to the suspender's bill, not to hold compt to Rob Roy when paid; but took it in payment and satisfaction of what he owed him; against whom he had no recourse if Gorthie had bankrupted and Rob Roy stood. *3tio*, Le Sieur Savary gives his opinion as to a third point, That Alexander the acceptor of the bill for value received, could not be free of his acceptance, but behoved to pay conform; because there was no fraud on Paul's part, but only in the drawer of the bill; consequently for the same reason Gorthie must pay the sum in this bill.

THE LORDS found, That the act of Parliament 1696, anent bankrupts, takes place in this case, if the suspender prove that the indorsation was for satisfaction or security of a prior debt, and not for present value received. See BILL of EXCHANGE.

*Forbes, p. 646.*

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Delivery of goods and merchandice by bankrupts, in satisfaction of anterior debts, found to be challengeable upon the act of Parliament 1695.

1715. January 27.

FORBES of Ballogie *against* the DEBTORS of FORBES of Craigie.

IN the furthcoming at Ballogie's instance, against the Debtors of Forbes of Craigie, the pursuer extracted several accompts from the common debtor's compt-book, and referred the accompts to the defender's oaths, who deponed and acknowledged the articles and prices in the accompt; but added this quality, that the said articles were received and given them in payment and satisfaction of debts due by the common debtor to the defenders.

At advising, the quality relating to the terms and condition of the bargain, was found to be intrinsic; but the pursuer having repeated a declarator of bankrupt upon the 5th act, Parliament 1696, 'THE LORDS sustained the declarator.'

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The defenders reclaimed by a bill, representing, that the said act 1696 did indeed annul voluntary dispositions, assignations, and other deeds made and granted by bankrupts at or after their becoming bankrupt, or 60 days before; in favour of creditors, either for satisfaction or security in preference to other creditors; but that act did not concern the defender's case, who had received goods or merchandice *de manu in manum* in the way of commerce; and that the word *deed*, in the act of Parliament, was only to be understood of writings, in the common meaning and acceptation of the word; otherwise the words of the act of Parliament would not be congruous, which bears dispositions, assignations, or other deeds made and granted, which words, *deeds made and granted*, can only be interpreted *writings*.

It was *answered*: Clauses in an act of Parliament are to be interpreted according to the reason and meaning thereof, and not captiously by the words. The reason is, that frauds are still frequent, notwithstanding of former laws against fraudulent alienations; and therefore there is by that law very great extension made; and former laws, especially the act of Parliament 1621, expelled all alienations against the same to be null; and albeit *deeds* be frequently understood of *writs*, yet alienation of moveables and merchandice, by delivering *de manu in manum*, are also *deeds* of the bankrupt, and falling under the reason of the law; for in this case the common debtor *in meditatione fugæ* disposes of merchandice to a great value, for satisfying such creditors as he favoured, to the manifest defraud of others; and in the preceding act, regulating deeds on death-bed, there is no question that alienation of heirship, as jewels, or other valuable moveables on death-bed, are regulated by that act, though no writ be interposed.

'THE LORDS adhered to their former interlocutor.'

*Fol. Dic. v. 1. p. 83. Dalrymple, No 132. p. 184.*

1717. January 1. BRUGH of Tinnmouth against ALEXANDER GRAY.

SIR DAVID THOIRS having disposed some lands in Leith in trust to Sir Robert Forbes; and he, with consent of Sir David, having sold to Alexander Gray part of the said lands, Mr Burgh, one of Sir David's creditors, denounces and registers him at the horn; and after his decease in the Abbey, constitutes the debt against his heirs, and thereupon leads adjudication of the said lands, and of Sir Robert's back-bond, and charges the superior: But, coming to insist for mails and duties, Gray compares, and craves preference upon his said disposition, which was granted, after Burgh's diligence by horning; but, prior to his adjudication; the question was, Whether a voluntary disposition for a price paid, and not an anterior debt, fell under the acts 1621 and 1696?

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A voluntary disposition for a price paid, and not for anterior debts, falls under neither of the acts of Parliament 1621 or 1696.