

Case No. 907. BANK OF THE UNITED STATES v. BARRY.
[2 Cranch, C. C. 307.]¹

Circuit Court, District of Columbia.

April Term, 1822.

NEGOTIABLE INSTRUMENTS—DEMAND—INDORSER'S LIABILITY.

A verbal notice to the indorser on the 18th, (being the day after the last day of grace,) that payment had been demanded of the maker on the 17th, and that the note would be protested if not paid on that day, (the 18th,) is not a sufficient notice to charge the indorser.

At law. Assumpsit against [James D. Barry] the indorser of Thomas Foyle's note due 14th-17th of October, 1820. Payment was demanded of the maker on the 17th; and the notary on the 18th gave verbal notice to the defendant that the note was due and would be protested for non-payment, unless paid on that day; and that he had demanded payment of the maker of the note on the 17th.

A verdict was taken for the plaintiffs, subject to the opinion of the court upon the sufficiency of the notice to the defendant. The maker and defendant both resided in the city of Washington.

THE COURT (nem. con.) was of opinion that the notice was not sufficient. Non-pros.

¹ [Reported by Hon. William Cranch, Chief Judge.]