

Case No. 911. BANK OF THE UNITED STATES v. BUSSARD.
[3 Cranch, C. C. 173.]¹

Circuit Court, District of Columbia.

May Term, 1827.

NEGOTIABLE INSTRUMENTS—DEMAND AT PLACE OF PAYMENT.

In an action against the maker of a promissory note, it is not necessary to show a demand of payment at the bank in which it is made payable.

[See *Wallace v. McConnell*, 13 Pet. (38 U. S.) 136; *Covington v. Comstock*, 14 Pet. (39 U. S.) 43; *Brabston v. Gibson*, 9 How. (50 U. S.) 263; *Chillicothe Branch of State Bank of Ohio v. Fox*, Case No. 2,683; *Kendall v. Badger*, Id. 7,691.)

At law. Assumpsit against [Daniel Bussard] the maker of a promissory note, to the order of William King, for 810,255, for value received, “negotiable and payable at the Bank of Columbia.”

Judgment was confessed, subject to the opinion of the court, whether the plaintiffs could maintain the action without averring and proving demand of payment at the Bank of Columbia.

Mr. Lear, for plaintiffs, cited *President, etc., of Bank of U. S. v. Smith*, 11 Wheat [24 U. S.] 171.

Mr. C. C. Lee, for the defendant, cited *Beverley v. Beverley*, in this court, at Alexandria, [Case No. 1,376,] not then decided, and *Rowe v. Young*, 2 Brod. & B. 165, 2 Bligh, 391.

THE COURT (CRANCH, Chief Judge, doubting) decided that it was not necessary for the plaintiffs to aver or prove a demand of payment at the Bank of Columbia, in this action against the maker.

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