

Case No. 1,227.

BEEDING v. PIC.

{2 Cranch, C. C. 152.}¹

Circuit Court, District of Columbia.

June Term, 1818.

NEGOTIABLE INSTRUMENTS—DEMAND.

Demand of payment of a promissory note on the day after the last day of grace, is too late. {Cited in *Auld v. Mandeville*, Case No. 653; and historically in *Union Bank of Georgetown v. Geary*, Id. 14,357.}

At law. Assumpsit against an indorser of Robert Bayley's note. H. Whetcroft, the notary-public, demanded payment of Bayley on the day after the third day of grace.

THE COURT (nem. con.) said the payment should have been demanded of Bayley on the third day of grace, and the protest and notice to the indorsers should be on the day after, and referred to the case of *Linden-berger v. Beall*, {Case No. 8,359,} and 6 Wheat {19 U. S.} 104.

A juror was withdrawn by consent, and the cause continued.

NOTE, {from original report.} See *Renner v. Bank of Columbia*, 9 Wheat. {22 U. S.} 582, and *Mills v. Bank of U. S.*, 11 Wheat. {24 U. S.} 431, 436, as to the usage of banks in making demand of Dayment on the 4th day.

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