BEEDING v. THORNTON.

Case No. 1,228.

{3 Cranch, C. C. 698.}[1]

Circuit Court, District of Columbia. Dec. Term, 1829.

NEGOTIABLE INSTRUMENTS—PLACE OF PAYMENT.

A note made "negotiable" at the Bank of Washington is not a note "payable" at that bank, and it is not necessary to demand payment there, in order to charge the indorser.

At law.

R. P. Dunlop, for plaintiff.

C. C. Lee, for defendant.

After verdict for the plaintiff, in an action by the indorsee, against the indorser of a promissory note, which in the body of it stated it to be "negotiable" at the Bank of Washington, the defendant's counsel moved in arrest of judgment, and assigned as the ground of the motion, that the note was made upon its face, payable at the Bank of Washington, and that the declaration did not aver a demand of payment at that bank, and contended that the word "negotiable" meant payable, and that when a note is payable at any particular place, a demand of payment at that place, must be averred and proved in order to charge an indorser. Bank of U. S. v. Smith, 11 Wheat {24 U. S.} 175.

But THE COURT, (nem. con.) overruled the motion, being of opinion that "negotiable" did not mean payable.

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