GREATRAKE v. BROWN.

Case No. 5,743.

[2 Cranch, C. C. 541.][1]

Circuit Court, District of Columbia. Dec Term, 1824.

PROMISSORY NOTE—PARTNERSHIP—DEMAND OF PAYMENT—NOTICE OF DISHONOR.

1. In an action against the indorser of a promissory note., made in the name of a firm, it is not material that the partnership of the makers had been dissolved before the making of the note, it being the renewal of a note given during the existence of the partnership.
2. Demand of payment on one of the firm is sufficient to charge the indorser.
3. A written notice of the dishonor of the note, left at the dwelling-house of the indorser, is sufficient.
4. If the maker is not found at his office or his dwelling-house, on the last day of grace, so that payment of the note cannot be demanded, the note is dishonored.

Assumpsit against the indorser of a promissory note, signed "Van Zandt & Rockwell," at sixty days, dated April 9th, 1822. At the trial, the defendant [Daniel Brown], by his counsel, Mr. Lear, demurred to the evidence, and the, plaintiff [Lawrence Greatrake], by his counsel, Mr. Fleet Smith, joined in demurrer.

The evidence was, that the note was made by Van Zandt, in the name of "Van Zandt & Rockwell," on the day of its date, and indorsed by the defendant before its was due. That, on the 11th of June, 1822, Michael Nourse, a notary-public, called at the office of Van Zandt & Rockwell, a little after 3 o'clock, and found it locked. That he then went to Van Zandt's house, and inquired for him, and was told by a servant coming out of the house, that Van Zandt had gone out to dine. That he made no further inquiry for Van Zandt, nor any inquiry for Rockwell, having an impression that Rockwell was absent in the western country, but had no knowledge of that fact That the next day he called at Mr. Brown's, the indorser's, dwelling, to the best of his recollection, and delivered notice in writing, of the dishonor of the note, to his servant whom he believed to be a servant of the family, or some other person of the family, but has no recollection of the particular person; and that he never delivered, as he recollects, more than one notice to Mr. Brown, and he believes this to be the one which is filed in this cause. That Van Zandt & Rockwell had been in partnership, and that their partnership had been dissolved, and notice of such dissolution given in the public newspapers of Washington City on the 19th of February, 1822. That Rockwell was in the western country when "the note became payable. That the office aforesaid of Van Zandt & Rockwell, where the notary called, is the same office in which they did business when in partnership. That the note, filed in this cause, was given in renewal of the former note made by Van Zandt & Rockwell, while in partnership.

Judgment for the plaintiff, on the demurrer. See Chit 35, 37, 180; Cromwell v. Hynson, 2 Esp. 512; 5 Esp. 175; Chit. 236, note; Id. 409.

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

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