

Case No. 5,817a.  
[Hempst. 72.]<sup>1</sup>

GRIFFIN v. NOKES.

Superior Court, Territory Arkansas.

April, 1829.

DUE BILL—ASSIGNMENT OF—POWER OF AGENT.

A due bill payable to order or bearer, is assignable, and may be assigned by an agent.

Appeal from the Crawford circuit court

[This was an action at law by Thomas Griffin against Jesse Nokes.]

Before JOHNSON and ESKRIDGE, JJ.

JOHNSON, J. The first question is, whether a due bill not payable to order or bearer is assignable. We have no doubt that a due bill is embraced by the words of the statute, "bonds, bills, and promissory notes." Geyer, Dig. 66. The second question is, whether a due bill can be assigned by an agent Of this we have no doubt, and consider it too clear to require reasoning.<sup>2</sup> Kyd, Bills, 33; Chit. Bills, 198; Poth. Obi. 74, 448. Judgment affirmed.

<sup>1</sup> [Reported by Samuel. H. Hempstend, Esq.]

<sup>2</sup> Story, Bills, 76; Bay ley, Bills, 69-74. But this must be done in the name of the principal; otherwise the agent will be held personally liable. To bind the principal and exonerate himself, he should regularly sign thus: "A. B. (principal) by C. D., his agent" or "attorney," as the case may be, or what is less exact, but would suffice, "C. D. for A. B." Story, Bills, 76, 77; Story, Ag. 153. In commercial and maritime contracts to promote public policy and encourage trade, if it can on the whole instrument be collected that the object is to bind the principal, and not the agent, courts of justice will adopt that construction of it, however loosely or informally expressed. Story. Ag. 154.