

Case No. 5,854.

{2 McLean, 581.}¹

GRUTACAP v. WOULLUISE.

Circuit Court, D. Michigan.

Oct. Term, 1841.

BILLS AND NOTES—RATE OF EXCHANGE.

On a promissory note given in New York, payable at Detroit, with the current rate of exchange on New York, the rate of exchange may be recovered.

[Cited in *Leggett v. Jones*, 10 Wis. 36; *Seaton v. Scovill*, 18 Kan. 436.]

At law.

Atterbury & Pitts, for plaintiff.

OPINION OF THE COURT. This action was brought on a promissory note, dated New York, payable at the Detroit City Bank, for \$1,232, with the current rate of exchange, on the city of New York, to be added thereto. In the declaration, there was an averment of the current rate of exchange, when the note became due. The court think the difference in exchange, between Detroit and New York, may be recovered on this note; and, unless the parties shall agree on the amount, the question will be referred to a jury.

¹ [Reported by Hon. John McLean, Circuit Justice.]