

Case No. 7,077.

IRVING v. SUTTON.

{1 Cranch, C. C. 567.}¹

Circuit Court, District of Columbia.

July Term, 1809.

BILL OF EXCHANGE—LIMITATIONS.

If the bolder of an accepted bill of exchange be beyond seas at the time Ms cause of action accrues, and so continues till suit brought, the statute of limitations is no bar, although the indorser always was a resident of the United States.

Debt on the acceptance of a bill of exchange, at three months, for £245 10s. 6d. sterling, by indorsee against the acceptor. The defendant pleaded the statute of limitations of five years. Replication, that the plaintiff when his cause of action accrued, resided, and has continued to reside beyond seas. Rejoinder, that at the time of the indorsement, and for five years next before, the indorsers were and continued to be residents of the United States. General demurrer and joinder.

N. Herbert, for defendant, contended that as this is an American bill, the assignment to a foreigner cannot take the case out of the statute of limitations.

THE COURT said the rejoinder was bad, and rendered judgment for the plaintiff on the demurrer.

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