

Case No. 7,080.

IRWIN v. BROWN.

[2 Cranch, C. C. 314.]¹

Circuit Court, District of Columbia.

May Term, 1822.

BILL OF EXCHANGE—FORM—DAYS OF GRACE.

1. If an inland bill of exchange be signed thus: "Witness my hand and seal. W. D. (L. S.);" these words may be rejected as surplusage, and the declaration may be in the usual form as upon the custom of merchants.
2. If the last day of grace upon a bill, be Sunday, the demand must be made on Saturday, and the notice may be given on Monday.

Assumpsit by [Thomas Irwin] the indorsee against [Jesse Brown] the indorser of W. Dulany's bill, on Mrs. Eliza Dulany, in favor of the defendant, in these words: "Alexandria, 14th August, 1820. \$252.71. Four months after date, please to pay to the order of Jesse Brown, \$252.71, and charge the same to your obedient servant, as per value received. Witness my hand and seal. W. Dulany. (L. S.) To Mrs. Eliza Dulany, Alexandria. Accepted, Eliza Dulany." The declaration was in the usual form, as upon a bill of exchange, drawn according to the usage of merchants, and says nothing of the seal.

Mr. Hewitt, for defendant, contended that this instrument was not such a bill of exchange as is set forth in the declaration, and that it was not a negotiable instrument.

THE COURT (THRUSTON, Circuit Judge, absent) said that this was a new question, but it appeared to them that the bill was substantially set forth in the declaration, and that it might be given in evidence, and that the words "witness my hand and seal," and the scrawl, made in the place of a seal, might be considered as surplusage.

Mr. Hewitt then objected that the demand on the 16th of December, was too soon, and the notice to the defendant on the 18th, "by mail, was too late.

The bill fell due on Sunday, the 17th, which was the last day of grace. The demand, upon the acceptor, who resided in Alexandria, was made on Saturday, the 16th, and notice was given by mail of the 18th to the defendant, Brown, who resided in Washington.

THE COURT (THRUSTON, Circuit Judge, absent) said that the demand was not too soon, nor the notice too late.

Verdict for the plaintiff.

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