

Case No. 8,247.

LENOX ET AL. V. WILSON.

{1 Cranch, C. C. 170.}¹

Circuit Court, District of Columbia.

June Term, 1804.²

CONFLICT OF LAWS—NOTES AND BILLS—LEX LOCI CONTRACTUS.

The indorser at Alexandria, of a foreign bill of exchange, to a merchant in New York, is only liable for damages according to the law in force in Alexandria.

{See *Bank of Illinois v. Brady*, Case No. 888.}

This was an action by the holder against the indorser of a foreign bill of exchange, indorsed by the defendant [William Wilson], in Alexandria (where the damages fixed by law are ten per cent.), to the plaintiff [Lenox & Maitland], who resided in New York, where the damages were fixed by law at twenty per cent. The jury gave their verdict for the New York damages.

A motion by the defendant for a new trial, on the ground of excessive damages, was overruled by THE COURT, on the plaintiffs' releasing the difference, which was about 444 dollars.

Mr. Simms, for plaintiff.

E. J. Lee and C. Lee, for defendant.

{NOTE. This case, upon error, in the supreme court, was reversed, Mr. Chief Justice Marshall delivering the opinion of the court, in which he held that under the Virginia statute the charges of protest constituted an essential part of the debt, and should be set out in amount in the declaration. The declaration in this case declared for the charges of protest, but did not give the amount. Upon this ground—that the declaration does not state the demand with certainty—the judgment was reversed. 1 Cranch (5 U. S.) 194.}

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

² [Reversed in 1 Cranch (5 U. S.) 194.]