

## MILLER v. BUTLER.

{1 Cranch, C. C. 470.}<sup>1</sup>

Circuit Court, District of Columbia. Nov. Term, 1807.

BILL OF EXCHANGE—ACCEPTANCE—GIVEN FOR  
AWARD—MISTAKE OF ARBITRATORS.

1. A bill of exchange may be accepted, by the drawee's writing the word "accepted" ["excepted"] upon it.

[Cited in *Cortelyou v. Maben*, 22 Neb. 700, 36 N. W. 160.]

2. In an action by the indorsee, against the acceptor of a bill of exchange, drawn for the amount of an award, the acceptor cannot avail himself of a mistake of the arbitrators in making up the award.

Assumpsit on an inland bill of exchange, drawn by Reed on the defendant, in favor of W. Hartshorne, Jr., or order, stating it to be the amount of an award between Reed and the defendant, which bill was underwritten. "Excepted, Tristram Butler," in the handwriting of the defendant Hartshorne indorsed it to the plaintiff.

Mr. Swann, for defendant, objected that that was not an acceptance, but THE COURT (DUCKETT, Circuit Judge, absent) overruled the objection.

Mr. Swann then offered to read the award, (Hartshorne being one of the referees who had signed the award,) and to read an acknowledgment by the arbitrators made subsequent to the award, that if a certain affidavit (then produced,) had been produced to them before the award, it would have reduced their award sixty dollars, and contended that the defendant had a right to discount those sixty dollars against the plaintiff.

But THE COURT rejected the evidence, the bill being negotiable, and in the hands of a third person.

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]

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