

MOORE ET AL. V. FOSTER ET AL.

[Chase, 222.]¹

Circuit Court, D. Virginia.

May Term, 1868.

REBELLION—NOTE DRAWN WITHIN
 CONFEDERATE STATES—ACCEPTED IN
 SATISFACTION OF DEBT.

1. Any draft, bill, or note drawn in the Confederate States, or in any state, under the proclamation of the president declared in insurrection, or in any part of them (except such part as was permanently and absolutely under the control of the forces of the United States), upon any person or persons in the Federal lines, was absolutely void as to the maker and all other parties thereto, and was not to be received in payment or satisfaction of any debt due to a citizen of a state adhering to the government.
2. When such a draft has been received, the jury must be satisfied upon good evidence that it was accepted in satisfaction of the debt.

In 1860, Foster & Moore of Norfolk, owed Moore & Brother of Baltimore, nine hundred and twenty dollars, due by negotiable notes, which fell due during the occupation of Norfolk by the Confederate army. After the evacuation of that city, Moore & Brother came to Norfolk, and Foster & Moore agreed to pay the amount of their liabilities to them in Virginia money, i. e., the bills of Virginia banks. Foster & Moore then bought a draft for one thousand dollars, drawn by the Bank of Windsor, N. C., on the Bank of Portsmouth, Va. This draft was endorsed by Maury & Co., Smith of Norfolk, and other responsible parties, and made payable to the order of Moore & Brother, to whom it was sent. They neglected to have the draft presented, and some two months afterward the Bank of Portsmouth ran its assets into the Confederate lines. They held the draft until 1867, and it was never paid. Under these circumstances, Moore & Brother brought

suit upon the original notes, and tendered the draft back to Foster & Moore, who refused to receive it.

Gilmer & Son, for plaintiffs.

Mr. Guigon and John Howard, for defendants.

CHASE, Circuit Justice, instructed the jury as follows: 1st. That any draft, bill, or note drawn in the Confederate States, or in any state under the proclamation of the president declared in insurrection, or in any part of them (except such part as was permanently and absolutely under the control of the forces of the United States), upon any person or persons in the Federal lines, was void as to the maker and all other parties thereto, and was not to be received in payment of any debt when due to a citizen of any state adhering to the government; but there being a question as to whether the Bank of Windsor was, at the time this draft was drawn, in the Federal or Confederate lines, that question was for the jury to determine. 2nd. That the jury must be satisfied that the plaintiffs accepted this draft in satisfaction of the debt due them, upon good evidence.

The jury failed to agree.

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