

MOORE v. GADSBY.

{1 Cranch, C. C. 3.}¹

Circuit Court, District of Columbia. April Term, 1801.

EVIDENCE—NOTE—INTERNAL REVENUE—STAMP.

Same point as in *Neale v. Hill* [Case No. 10,068.]

Assumpsit [by John Moore against John Gadsby] for hay sold and delivered. Non assumpsit, and issue.

THE COURT refused to permit the note offered by the plaintiff to go in evidence to the jury, because it was “a note for the security of money,” and not stamped agreeably to Act Cong. July 6, 1797, §§ 1, 13 (1 Stat. 527). The note was in these words, viz.: “Received of Jno. Moore twenty-three hundred and twenty wt. of hay, at seven pounds ten shillings per tun, to be paid in sixty days from this date. 2,320 wt. at 7s. 6d. per C. Dollars, 29.00. Jno. Gadsby. May 23, 1800.”

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

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