

MUNROE V. MANDEVILLE ET AL.

{2 Cranch, C. C. 187.}¹

Circuit Court, District of Columbia. Nov. Term, 1819.

NOTES—DEMAND OF
PAYMENT—PROTEST—NOTICE.

A demand of payment of a note on the third day of grace, after bank hours, and notice to the indorser and protest on the same day, are not too soon, if the note is in bank for collection, and the maker has been notified thereof; such being the usage of the banks.

Assumpsit [by Munroe's executors] against the defendants [R. & J. Mandeville], as indorsers of J. F. Caldwell's promissory note. The note was deposited in a bank in Alexandria, for collection. The maker had notice, before the expiration of the days of grace, that it was so deposited. Payment was demanded of the maker, after bank hours on the third day of grace, and notice given to the defendants, on the same day, that the maker had not paid. The general usage to deposit notes in the bank, for collection, was known by the defendants, and that bank hours closed at 3 o'clock p. m. The note was not made payable at any bank. It was protested on the third day of grace, after the demand and notice aforesaid.

Mr. Taylor, for plaintiffs, had cited *Parker v. Gordon*, 7 East, 385.

THE COURT (THRUSTON, Circuit Judge, absent), after taking time to consider till the next term, rendered judgment for the plaintiffs, upon the case stated.

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

This volume of American Law was transcribed for use
on the Internet

through a contribution from [Google](#). 