

**Case No. 14,349.**

## UNION BANK V. COOK ET AL.

[2 Cranch, C. C. 218.]<sup>1</sup>

Circuit Court, District of Columbia. Nov. Term, 1820.

## NOTES—ALTERATION OF DATE.

An alteration of the date of a promissory note, whereby the time of payment is prolonged, does not make the note void as to the maker.

[See Bank of Washington v. Way, Case No. 957.]

This was an action against the makers of a promissory note, payable to Francis Adams or order, dated 14th August, 1818. The defendants [Cook & Clare] offered evidence that the date was altered by the payee, from “the 13th to the 14th of August, to make it fall due on the discount day of the Union Bank; and contended that the note was thereby made void.

But THE COURT (THRUSTON, Circuit Judge, absent,) was of opinion that the alteration, prolonging the time of payment, being for the benefit of the defendants, did not make the note void as to them.

Mr. Swann, for plaintiff.

Mr. Taylor, for defendant

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

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