

Case No. 14,358.

UNION BANK OF GEORGETOWN V.
GOZLER.[2 Cranch, C. C. 349.]¹

Circuit Court, District of Columbia. Oct. Term, 1822.

USURY—BANK DISCOUNT.

It is not usury in a bank to take the discount for sixty-four days, upon a sixty-day note.

[See *Bank of Alexandria v. Mandeville*, Case No. 850.]

Assumpsit upon the joint and several note of the defendant and two others, with a memorandum to credit the first drawer, who was Vincent King. The defence was usury in taking sixty-four days' discount upon a sixty-day note.

Mr. Key, for plaintiff.

Mr. Jones, for defendant.

THE COURT (THRUSTON, Circuit Judge, absent) decided without argument, that it was not usury to take by way of discount, interest for sixty-four days on the amount of the note; the point having been before decided both here and in *Alexandria*. See *Bank of Alexandria v. Mandeville* (at Alexandria, July, 1809) [Case No. 850]; *Bank of Washington v. Eliot* (unreported).

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