

Brown Vs. Van Braam

Brown Vs. Van Braam

SooperKanoon Citation : sooperkanoon.com/78169

Court : US Supreme Court

Decided On : 1797

Appeal No. : 3 U.S. 344

Appellant : Brown

Respondent : Van Braam

Judgement :

Brown v. Van Braam - 3 U.S. 344 (1797)

U.S. Supreme Court Brown v. Van Braam, 3 U.S. 3 Dall. 344 344 (1797)

Brown v. Van Braam

3 U.S. (3 Dall.) 344

ERROR TO THE CIRCUIT COURT FOR

THE DISTRICT OF RHODE ISLAND

SYLLABUS

A judgment of the Circuit Court of the United States for the Rhode Island District was affirmed as it had been rendered in conformity with the laws and practical construction of the courts of the State of Rhode Island.

Interest is to be calculated to the present time upon the aggregate sum of principal and interest in the judgment below, but not to the next term of the circuit court when the mandate will operate, as the party has a right to pay the money immediately.

The case was as follows:

On 10 March, 1792, Brown & Francis, merchants, of Providence, in Rhode Island, drew four sets of bills of exchange on Thomas Dickason & Co. merchants, of London, payable at 365 days sight, to Benjamin Page or order for the aggregate sum of 3,000 sterling. Page being at Canton on 28 March, 1793, endorsed these bills to Van Braam, the defendant in error, and on the same day as the agent of Brown & Francis, drew another set of bills of exchange upon Thomas Dickason & Co. payable, also, at 365 days sight, to Van Braam or order, for 3,000 sterling.

On 9 April, 1793, Page, in the same character of agent, drew a similar set of bills in favor of Van Braam, or order, for 400 sterling. One bill of each set was presented to Thomas Dickason & Co. in London for acceptance on 31 December, 1793, but were then protested for nonacceptance, of which Brown & Francis had notice on 1 July, 1794, though the bills and protests were not actually returned to them. The bills were again presented for payment on 15 January, 1795 (that is, 10 days after they were actually due) and protested for nonpayment, of which Brown & Francis had notice on 1 April, 1795. This action was instituted in the circuit court of November Term, 1796, to recover the amount of the protested bills, with interest, damages, and charges, and the declaration contained a special count on each bill, together with a general *indebitatus assumpsit* for \$40,000, money had and received by the defendants, to the use of the plaintiff. On the return of the record, it appeared that Francis had died subsequent to the service of the original writ; that Brown came into court and, after suggesting the death of Francis, pleaded the general issue, and that the plaintiff having likewise suggested the death of Francis, "prayed judgment against John Brown, the surviving defendant." There was no joinder in issue, continuance, or other pleading, but

immediately after the above prayer for judgment, the record proceeds in this form:

"And the said John Brown made default. whereupon, this cause being submitted to the court and the court having fully heard the parties by their counsel, and mature deliberation being thereon had, it is considered by the court now here that the said Andreal E. Van Braam Houchgeest do recover against the said John Brown, the surviving partner as aforesaid, the sum of \$34,455.27 damages, and costs of suit, taxed at \$15.52."

To the record of this judgment the following memorandum was annexed:

" *Nota Bene.* The above sum, as ordered by the court, includes the principal and interest from 15 January, 1795, to 18 November, 1796, and ten percent damages, and \$29.22, charges of protest. "

Page 3 U. S. 356

On 13 February, 1797, WILSON, JUSTICE, delivered the opinion of the Court.

By the court:

We are unanimously of opinion that under the laws and the practical construction of the courts of Rhode Island, the judgment of the circuit court ought to be affirmed.

With respect to the entry of this affirmance, interest is to be calculated to the present time upon the aggregate sum of principal and interest in the judgment below, but no further. We cannot extend the calculation to June Term next, when the mandate will operate in the circuit court, as the party has a right to pay the money immediately.

The Judgment affirmed with single costs.