

Lindenberger Vs. Beall

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Court : US Supreme Court

Decided On : 1821

Appeal No. : 19 U.S. 104

Appellant : Lindenberger

Respondent : Beall

Judgement :

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Lindenberger v. Beall

19 U.S. (6 Wheat.) 104

ERROR TO THE CIRCUIT COURT

OF THE DISTRICT OF COLUMBIA

SYLLABUS

After demand of the maker of a note, on the third day of grace, notice to the endorser on the same day is sufficient by the general law merchant.

Evidence of a letter containing notice having been put into the post office directed to the endorser at his place of residence is sufficient proof of the notice to be left to the jury, and it is unnecessary to give notice to the defendant to produce the letter before such evidence can be admitted. 19 U.S. U.S. 105

Assumpsit against the defendant (Beall), as endorser of a promissory note, drawn by one Tunis Craven, dated at Baltimore, October 22, 1811, in favor of the defendant and by him endorsed to the plaintiffs, for \$191.17, negotiable at the Bank of Washington, payable six months after date. At the trial the note was given in evidence and the handwriting of the drawer and endorser admitted. The plaintiffs further proved by a notary that the note was by him demanded of the drawer on Saturday, 25 April, 1812, being the day on which it became payable -- that is, the last day of grace. And not being paid, notice of the nonpayment thereof was enclosed in a letter addressed to the defendant at the City of Washington and put into the post office at Georgetown. The notary testified that he had no recollection of these facts, district court and only knew them from his notarial book, and the protest made out at the time, by which it appeared that a demand was then made of the drawer and the protest made and notice sent, and from its being his invariable practice to give notice either personally or by letter to the endorsers on the same day. Nor did he then recollect that he addressed the letter to the defendant in Washington, but he presumed from his book and protest and his uniform practice that if he did not know where the defendant lived (which was probably the case when he received the note), he inquired and ascertained his residence and addressed it properly. Upon which evidence the defendant's counsel prayed the court to instruct the jury that the above proof of notice was insufficient to charge the defendant as endorser of said note and that the plaintiffs were not entitled to recover. Which opinion the court gave. The plaintiffs' counsel excepted to the opinion. A verdict and judgment thereon was rendered for the defendant by the court below, and the cause was brought by writ of error to this Court.

The Court was unanimously of opinion that after demand of the maker on the third day of grace, notice to the endorser on the same day was sufficient by the general

law merchant, and that evidence of the letter containing notice having been put into the post office directed to the defendant at his place of residence was sufficient proof of the notice to be left to the jury, and that it was unnecessary to give notice to the defendant to produce the letter before such evidence could be admitted.

Judgment reversed.

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