ant's counsel supposes, he could derive no benefit whatever from it, because the treaty passport was not on board; and the case must, therefore, in this respect, be judged by the rules of the prize court, independent of the conventional law.

Motion denied.

---

*102] *BUSSARD *v.* LEVERING.

Bills of exchange.—Notice of non-payment.

Where the second day of grace falls on Saturday, it is the last day of grace;[1] and notice of non-payment given to the drawer of a bill on that day, after a demand upon the acceptor, on the same day, is sufficient to charge the drawer.[2]

Notice to the drawer, by putting the same into the post-office, where the persons live in different places, is good.[3]

ERROR to the Circuit Court for the District of Columbia. *Assumpsit* against the defendant below (Bussard), as drawer of an inland bill of exchange, drawn at Baltimore, on the 3d of October 1816, upon and Martin Gillet, for $1244.79, payable six months after date, and accepted by Gillet. Plea, *non assumpsit.*

On the trial of the cause, the plaintiff produced and read in evidence to the jury, the bill, acceptance and protest; the handwriting of the respective parties being admitted; and gave evidence to prove that after bank hours, on Saturday, the 5th of April 1817, being the second day of grace after the said bill became due, the same was presented by a notary, to the acceptor, for payment, and not being paid, was duly protested. And on the same day, written notice was sent by the mail to the defendant, residing at Georgetown, District of Columbia, notifying him of the non-payment and protest of the bill. And gave evidence that such protest and notice, on the second
*103] day of grace, under those circumstances, was conformable *to the general usage in Baltimore. And no other evidence of demand or notice was offered. Whereupon, the counsel for the defendant prayed the opinion and instruction of the court to the jury, that the defendant, under the circumstances so given in evidence, was not liable in this action, the drawer of the said bill not having received due notice of the dishonor of the same; but that the notice given upon the same day, that the payment of the draft was demanded, to wit, on Saturday, the 5th of April 1817, was not regular and sufficient to charge the defendant in this action: which instruction the court refused, and the defendant's counsel excepted. A verdict and judgment thereon was rendered for the plaintiff, and the cause was brought by writ of error to this court.

February 7th, 1821. This cause was argued by *Jones*, for the plaintiff in error, and by *Key*, for the defendant.

---

[1] Jackson *v.* Richards, 2 Caines 343; Ontario Bank *v.* Petrie, 3 Wend. 456; Mechanics' & Farmers' Bank *v.* Gibson, 7 Id. 460.

[2] Corp *v.* McComb, 1 Johns. Cas. 328; Coleman *v.* Carpenter, 9 Penn. St. 178.

[3] It is sufficient to deposit a notice of non-payment in the letter-box at the post-office. Bank of New Berlin *v.* Church, 3 T. & C. 10; s. c. 60 N. Y. 634; or in a postal letter-box; Greenwich Bank *v.* De Groot, 7 Hun 210; Mechanics' & Traders' Bank *v.* Crow, 5 Daly 191; s. c. 60 N. Y. 85.

Lindenberger v. Beall.

THIS COURT were unanimously of opinion, that, by the general law-merchant, notice of non-payment, given to the drawer, on the last day of grace, after a demand upon the acceptor on the same day (and Saturday, in this case, was the last day of grace, the next day being Sunday), was sufficient to charge the drawer; and that the notice in this case given to the drawer, by putting the same into the post-office, was good.

Judgment affirmed.

---

*LINDENBERGER *et al. v.* BEALL. [*104

Promissory notes.—Notice of non-payment.

After demand of the maker of a note, on the third day of grace, notice to the indorser 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 indorser, 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.

ERROR to the Circuit Court for the District of Columbia. *Assumpsit* against the defendant (Beall), as indorser of a promissory note, drawn by one Tunis Craven, dated at Baltimore, October 22d, 1811, in favor of the defendant, and by him indorsed 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 maker and indorser admitted. The plaintiffs further proved, by a notary, that the note was, by him, demanded of the maker, on Saturday the 25th of April 1812, being the day on which it became payable, that is, the last day of grace. And not being paid, notice of the non-payment thereof was inclosed 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, *and only know them from his notarial book, and the protest made out at the time; by which it appeared, [*105 that a demand was then made of the maker, and the protest made, and notice sent; and from its being his invariable practice to give notice, either personally, or by letter, to the indorsers, 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 indorser 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.

February 7th, 1821. *Key*, for the plaintiff, was stopped by the court.

Jones and *Law*, for the defendant, contended, that the notice was insufficient: 1. Because it was on the third day of grace: and 2. That there