

known and permanent residence *within the state*, the holder is bound to make a demand at such residence, in order to charge the endorser." On this subject see also 2 *Caine* 125; 3 *Kent's Com.* 96; *Anth. Nisi Prius* 1; *Gillipsie v. Hannahan*, 4 McCord 506.

In the latter case, the court say, "it may seem unreasonable that a demand should be dispensed with when the maker had only removed across an imaginary line separating two countries; but that it would be equally unreasonable that the holder should be compelled to follow him to St. Petersburg to make the demand." A removal from one state to another is removal to a foreign country. 9 *Wheaton* 598.

All these authorities relate to cases where the maker was a resident when and where the note was drawn, but I see no reason why the same rule should not govern, when the maker is a nonresident, and temporarily here when he executes the note. And so the rule is held to be in Judge Story's new work on promissory notes, pages 282 and 236. He says, "it seems also that if the maker of a promissory note resides, and has his domicile in one state, and actually dates and makes and delivers a promissory note in another state, it will be sufficient for the holder to demand payment thereof at the place where it is dated, if the maker cannot personally, upon reasonable inquiries, be found within the state, and has no known place of business there." Vide also 10 *Martin's Rep.* 643, where the same doctrine is held in the state of Louisiana, and *Chitty on Bills* 180, 181. I think no demand of payment, from the maker was necessary, and the nonsuit must be set aside, and a new trial granted with costs to abide the result.

New trial granted.

New trial granted
H. J. Lajou