

SUPREME COURT, N. Y.

THIRD CIRCUIT.

Before the Honorable AMASA J. PARKER, Circuit Judge, of the Third Circuit.

HIRAM TAYLOR v. ALEXANDER SUYDER *impleaded with*
MARTIN SUYDER.—*September 13th, 1845.*

PROMISSORY NOTE—WHEN DEMAND OF PAYMENT SHOULD BE
MADE TO CHARGE ENDORSER.

When the maker of a promissory note is resident of another state at the time of the making of the note, and also at the time it falls due, it is not necessary to make demand of payment at his residence for the purpose of charging the endorser.

M. S., a resident of Florida, being temporarily at Troy in this state, made a note payable one year after date, which was endorsed by A. S., a resident of Troy, the maker immediately thereafter returning to his residence in Florida. When the note fell due the holder gave to A. S. due notice of nonpayment. HELD that A. S. was charged as endorser, though demand of payment had not been made of the maker at his residence in Florida.

THIS was an action of assumpsit brought to recover upon a promissory note in the words and figures following:

D. 177. "Troy, October 15, 1839.

"One year after date I promise to pay to the order of Alexander Suyder, one hundred and seventy-seven dollars for value received.

(Signed) MARTIN SUYDER.

(Endorsed) ALEXANDER SUYDER."

The declaration was on the common money counts, and a copy of the note was served with it as required by statute. The cause was tried at the regular circuit, before the late circuit judge of the third circuit, in September, 1842.

Upon the trial, the execution of the note was admitted, and it appeared that the maker of the note resided in Florida when the note was made, and also