

1. PROMISSORY NOTE—PROOF OF PRESENTMENT AT A PARTICULAR PLACE.
2. ——— ——— NOTICE OF DISHONOUR.
3. ——— ——— ALLEGED TO BE “ACCEPTED.”
4. ——— ——— ILLIQUID NATURE OF SIGNATURE AT THE BANK.
5. ——— ——— ALLEGED TO BE “ACCEPTED.”
6. ——— ——— PAYABLE AFTER NOTICE.
7. ——— ——— NEGOTIATION—DAYS OF GRACE.
8. ——— ——— ILLIQUIDITY.

1. MEIRING *v.* DE VILLIERS.

[1st February, 1834.]

Presentment and Non-payment of a Promissory Note are not Provable by Affidavit in a Provisional Case.

Claim for provisional sentence was made on the following note:—

Meiring
v.
De Villiers.

“Paarl, 9th December, 1832.

“Three months after date, I promise to pay Mr. J. Korsten, or order, the sum of Rds. 597, the payment to be made by Mr. J. G. Gie, at the Government Bank, in Cape Town.

“J. DE VILLIERS, A. SON.”

which had been indorsed by Korsten to the plaintiff.

The Court held that, before the plaintiff could recover judgment against defendant, he must prove presentment to, and non-payment by, Gie, and refused to receive an affidavit in proof thereof; and refused provisional sentence, with costs.

2. ANDERSON *v.* HUTTON AND WOEST.

[1st August, 1837.]

Notice of Dishonour of a Promissory Note is not Provable by Parole Evidence in a Provisional Case.

Provisional sentence was refused against the indorser of a promissory note, who did not admit that he had received due notice of its dishonour by the maker, there being no notarial protest against the maker; and the Court refused to receive an affidavit that notice of the dishonour had been duly given.

Anderson
v.
Hutton and
Woest.

[The Court had given a similar judgment on the 1st December, 1834, in the case of Farmer *v.* Breda and Wolhuter.] (*Vide De Ronde v. Zeiler, supra* p. 61, and Trustees of Randall *v.* Haupt, p. 79.)