

3. SIMPSON BROTHERS & Co. v. ALLINGHAM.

[16th December, 1834.]

Provisional Sentence refused against the Acceptor of a Bill of Exchange payable at a Particular Place, because presentment at such place was not duly alleged and proved.

Simpson
Brothers & Co.
v.
Allingham.

In this case, the summons was for provisional sentence on a bill of exchange accepted by the defendant, which, in the body of the bill, was made payable six months after date, at the house of J. Jearey, in Waterkant, Cape Town. The summons did not allege any presentment for payment at Jearey's house.

The summons had been served on the defendant by leaving a copy of it at his residence (Jearey's said house) with Jearey.

The Court, in respect that the summons did not aver presentment at the place of payment specified in the bill, refused provisional sentence, leaving the plaintiff to proceed with the principal case; but gave no opinion as to what, in the principal case, would be the effect of the want of such presentment.

Defendant did not appear.

4. GEERT v. VAN AS.

[26th May, 1835.]

A Bill or Order payable on a Contingency respecting which extrinsic Proof would be required, is Illiquid.

Geert
v.
Van As.

The plaintiff claimed provisional sentence on the following document, signed by defendant:—

“Mr. A. P. Herhold will be pleased to pay to the holder hereof the sum of Rds. 276 2sk. 5st., so soon as he shall have received my interest on the 1st April, 1835, from Mr. G. E. Overbeek, and to place the same to the account of

“His obedient servant,

(Signed)

“W. R. VAN AS.

“Cape Town, 2d December, 1834.”

“So soon as the money is received by me, I will immediately pay the same to the holder.

(Signed)

“A. P. HERHOLD.”

The defendant did not appear.

The plaintiff alleged, and offered to prove, that defendant had himself received the interest.