

Headnotes**H**

In re E-Z Serve Convenience Stores, Inc., 299 B.R. 126

 294**PAYMENT**

 294I**Requisites and Sufficiency**

 294 k10 k. Legal tender.

Bankr.M.D.N.C.,2003

Term “money,” as used in North Carolina Uniform Commercial Code (UCC), is limited to cash or legal tender, and does not include right to receive currency. West's N.C.G.S.A. § 25-1-201(24).See publication Words and Phrases for other judicial constructions and definitions.

H

Federal Land Bank of Spokane v. Parsons, 777 P.2d 1218

Idaho.App.,1989

Public office money certificates are not and never have been recognized as legal tender for debts.

H

Parsons v. State, 745 P.2d 300

Idaho.App.,1987

“Public office money certificates,” which are contrived promissory notes, are not legal tender for debts and no public official need give them any consideration.

P

Fillion v. David Silvers Co., 709 S.W.2d 240

Tex.App.Houston.14.Dist.,1986

In absence of agreement, a check, bill of exchange, or draft does not of itself discharge or constitute payment of a debt nor does the preparation of such an instrument constitute “legal tender.”See publication Words and Phrases for other judicial constructions and definitions.

C

Walton v. Keim, 694 P.2d 1287

Colo.App.,1984

Federal Reserve notes are legal tender for all debts, including taxes. 31 U.S.C.(1976 Ed.) § 392.

C

Walton v. Keim, 694 P.2d 1287

Colo.App.,1984

Colorado's statute on legal tender enacted in 1893 pursuant to federal constitutional provision does not and cannot prohibit state's acceptance of currency other than gold or silver, and same holds true with respect to state's acceptance of currency in payment of real or personal property taxes. C.R.S. 11-61-101; ?U.S.C.A. Const. Art. 1, §§ 8, cl. 5, 10, cl. 1; ?Federal Reserve Act, § 16, 12 U.S.C.A. § 411; ?31 U.S.C. (1976 Ed.) § 392.

C

Edwards-Warren Tire Co. v. Coble, 115 S.E.2d 852

Ga.App.,1960

Where employee performed employment contract at appropriate time specified in employment contract, employee was entitled to payment in legal tender.

H

Bachrach v. Di Carlo, 80 S.W.2d 815

Tex.Civ.App.San.Antonio,1935

Bonds of Home Owners' Loan Corporation are not legal tender for payment of debts. Home Owners' Loan Act of 1933, as amended, 12 U.S.C.A. §§ 1461-1468.

H

Bachrach v. Di Carlo, 80 S.W.2d 815

Tex.Civ.App.San.Antonio,1935

Holder of note and trust deed lien has legal right to demand payment in money constituting legal tender under laws of United States.

C

In re Leeds' Will, 276 N.Y.S. 950

N.Y.Sur.,1935

Direction to "pay" is equivalent of one to "make payment," and payment can be made only in legal tender, in absence of agreement by payee to accept some other medium of satisfaction of obligation. See publication Words and Phrases for other judicial constructions and definitions.

C

Vick v. Howard, 116 S.E. 465

Va.,1923

A contract of sale provided that the vendee was to pay so many "dollars." This, according to the universal understanding and holding in the courts of Virginia and of the United States means "lawful money of the United States; ?" that is to say, money which by the acts of Congress constitutes legal tender. Therefore, in the absence of waiver, express or implied, the vendor had a right to demand legal tender in payment.

C

Vick v. Howard, 116 S.E. 465

Va.,1923

National bank notes are generally regarded as money, and constitute a large part of the currency of the country. The word "money" in its generic sense is one of very comprehensive import, and includes any lawful circulating medium of exchange. But there is a clear distinction between money which is, and money which is not legal tender. All legal tender is money, but not all money is legal tender. See publication Words and Phrases for other judicial constructions and definitions.

C

Vick v. Howard, 116 S.E. 465

Va.,1923

Even the acceptance of a number of previous checks or payments in current funds does not constitute a waiver

of the right to demand legal tender as to any unpaid balance, though such a course of conduct might be very material as to the payor's right to a reasonable time after expiration of the date of payment to secure legal tender and offer the same.



Vick v. Howard, 116 S.E. 465
Va.,1923

While it is true that by common consent debts are usually paid in any funds which ordinarily pass as money, this custom does not entitle a debtor, over the protest of his creditor, to make payment in such funds, for the party to whom they may be tendered has an undoubted right to refuse accepting them as money if they are not legal tender.



Vick v. Howard, 116 S.E. 465
Va.,1923

Section 6142 of the Code of 1919, providing for payment of money into court, has reference to the effect of tender after maturity, and not to the character of the tender. The statute was not designed to affect the law as it applies to the question of a legal tender in pais. Therefore, it does not alter the right of a vendor to demand payment of purchase money in legal tender.

Eshbach v. Book, 31 Lanc.L.R. 340
Pa.Com.Pl.,1914

Check is not legal tender, and in absence of proof that it was received as payment, drawer is not relieved from liability.



Cincinnati Northern Traction Co. v. Rosnagle, 95 N.E. 884
Ohio,1911

Where passenger tenders worn coin retaining evidence of genuine coinage and it is refused, he need not tender other money in payment.



Cincinnati Northern Traction Co. v. Rosnagle, 95 N.E. 884
Ohio,1911

A coin issued by authority of law to circulate as money is not deprived of its legal tender quality merely by being worn in the process of circulation, nor when bruised or cracked, so long as it is not appreciably diminished in weight, and retains the evidence of its being genuine.



Cincinnati Northern Traction Co. v. Rosnagle, 95 N.E. 884
Ohio,1911

The rules of the United States Treasury Department in regard to the redemption of coins authorized by statute relate simply to redemption, and do not affect the question of legal tender.



Milligan v. Marshall, 38 Pa.Super. 60
Pa.Super.,1909

An agreement to pay in one of several kinds of money will be enforced as between coin and paper but not as between gold and silver, payment as between the latter being at the election of the payor, provided always that the coin chosen is legal tender at the time of payment.



U.S. Health & Acc. Ins. Co. v. Clark, 83 N.E. 760
Ind.App.1.Div.,1908

A bill of exchange is not money nor legal tender.

Quinley v. Lehigh Valley Traction Co., 15 Pa. D. 977
Pa.Com.Pl.,1905

There can be no recovery against a street railway company because a conductor refused to accept a badly torn one-dollar bill, almost in three pieces, in payment of fare, if the conductor informed the passenger that the bill would not be accepted immediately on his getting on the car.



Wood v. Bangs, 48 A. 189
Del.Super.,1900

A tender of the amount due, under an award, in current bank bills or United States certificates, though not a legal tender, is sufficient, unless specifically objected to at the time.



North Hudson County Ry. Co. v. Anderson, 39 A. 905
N.J.Err.App.,1898

A dollar bill, from the upper left-hand corner of which a piece one inch and a half by one inch and a quarter had been torn, is not a legal tender for car fare, and the conductor may eject a passenger who refuses to make other payment. He was not bound to accept a bill which was substantially mutilated. If any part was absent, which might aid in determining whether it was genuine, he was under no duty to receive it. The rules of the treasury department of the United States in regard to the redemption of mutilated notes relate simply to redemption, and do not affect the question of legal tender.



Martin v. Bott, 46 N.E. 151
Ind.App.,1897

A tender must be made in legal tender notes or coin of the United States.



N.P. Perine Contracting & Paving Co. v. Quackenbush, 38 P. 533
Cal.,1894

A judgment rendered on the foreclosure of a lien for paving under a contract providing for payment "in gold coin," entered into under authority conferred by statute, need not be paid in gold coin unless the statute specified that the contract should be so written, being clearly within Act March 12, 1880, St.1880, p. 8 (see Gen.Laws, Act 4248), which provides that legal tender notes of the United States shall be legal tender for any debt.



King v. King, 17 S.E. 894
Va.,1893

In 1862, a borrower executed bond and trust deed securing the loan to be repaid on or before April, 1864. The loan was in Confederate and such other paper and State currency as was then in circulation. In April, 1862, borrower tendered through his wife the money in Confederate notes to pay the bond. The tender was refused. On bill to enjoin sale under the trust deed in 1889. Held: ?there was a valid tender in 1863, and by lapse of time a presumption of payment had arisen.



Pasewalk v. Bollman, 45 N.W. 780
Neb.,1890

County warrants accepted in satisfaction of a judgment are a good payment.



Perot v. Eichholz, 19 Phila. 345
Pa.Com.Pl.,1888

The Act of Congress of February 9, 1793, having made only Spanish-milled dollars weighing seventeen penny-weights and seven grains each a legal tender, such a ground-rent deed could not have been executed with reference to that act, so as to construe it into an agreement to pay lawful money.



Perot v. Eichholz, 19 Phila. 345
Pa.Com.Pl.,1888

Pecuniary obligations may be fulfilled in the currency which the government provides and sanctions when the time of payment arrives.



Perry v. Colquitt, 63 Ga. 311
Ga.,1879

County scrip or orders are not a legal tender in payment of a debt due the state.



Hittson v. Davenport, 4 Colo. 169
Colo.,1878

Payments made in currency, upon a contract to pay, for cattle delivered, a certain number of dollars in gold, held to discharge the contract to the amount of the gold value at the dates thereof.



Bissell v. Heyward, 96 U.S. 580
U.S.S.C.,1877

Under the laws of the United States providing that all contracts between individuals could be lawfully discharged in the legal tender notes of the United States, those notes and not gold or sterling exchange were the standard of value to which other currencies were to be reduced to ascertain their value.



Reinhart v. Collins, 2 W.N.C. 305
Pa.Com.Pl.,1876

An agreement to pay in one of several kinds of money will be enforced as between coin and paper but not as between gold and silver, payment as between the latter being at the election of the payor, provided always that

the coin chosen is legal tender at the time of payment.

C

Loring v. Loring, 64 Me. 556
Me.,1875

The master of a ship, employed on salary by the owner of the ship, from time to time appropriated a part of the freights earned by the ship toward the payment of his wages. Held, that as under his contract he had a legal right to do this, the law, in the absence of any agreement to the contrary, would require him to account as to such payments only for the legal value of the coin received, whether foreign or domestic, whatever may have been its market value at home as compared with paper money.

C

Morris v. Bancroft, 1 W.N.C. 223
Pa.,1875

An agreement to pay in one of several kinds of money will be enforced as between coin and paper but not as between gold and silver, payment as between the latter being at the election of the payor, provided always that the coin chosen is legal tender at the time of payment.

C

Bowen v. Clark, 46 Ind. 405
Ind.,1874

Legal tender treasury notes of the United States were offered in payment of a judgment rendered in 1858. Held, that the tender was good, and that the judgment plaintiff could not refuse the treasury notes and demand payment in coin.

C

McLoon's Adm'r v. Cummings, 73 Pa. 98
Pa.,1873

Where a debt is contracted in a foreign country the foreign creditor is entitled to recover in our currency an amount equivalent to coin.

H

Norwich & W.R. Co. v. Johnson, 82 U.S. 195
U.S.Conn.,1872

Legal-tender notes of the United States were sufficient payment of interest coupons attached to bonds made in 1860. Act of Congress February 25, 1862, 12 Stat. 345.

C

State ex rel. Seeligman v. Hays, 50 Mo. 34
Mo.,1872

Bonds issued under an act to expedite the construction of a railroad (Act approved Feb. 22, 1851), being payable on their face in gold and silver, cannot be paid in legal tender notes, despite the legal tender act.

C

Walker v. Pierce, 21 Gratt. 722
Va.,1872

If it appears that the bond sued on was given for a bond due before the war, and was intended both by the obli-

gee and the principal obligor to be paid in legal money, and was in fact taken for the accommodation of the principal obligor, the sureties will be bound to pay it in legal money, though they may not have known what was the consideration of it.

C

Stranaghan v. Youmans, 65 Barb. 392
N.Y.Sup.,1872

A covenant in a lease by the lessee to pay yearly to the lessor, his heirs and assigns forever, the yearly rent of sixpence sterling for every acre of land, "in current money of the state of New York, equal in value to money of Great Britain," is not one to pay rent in money generally; nor is it one that, by its terms, expressly binds the lessee, his heirs and assigns, to pay the rent in gold or silver coin, but is a covenant which is not performed by a tender of the same number of dollars of notes of the United States, which the rent amounts to in dollars, when reckoned at sixpence sterling for every acre of the leased premises.

C

Stranaghan v. Youmans, 65 Barb. 392
N.Y.Sup.,1872

If the rent is paid in notes of the United States, the lessee must pay enough to make the number of dollars paid equal in value to the same number of dollars money of Great Britain.

C

Stranaghan v. Youmans, 65 Barb. 392
N.Y.Sup.,1872

Where the covenant in a lease was that the lessee pay yearly to the lessor a rent of sixpence sterling for every acre of land in current money of the state of New York equal in value to money of Great Britain, the rent may be paid dollar for dollar in gold and silver coin of the United States; such coin being current money of the state of New York and equal in value to the money of Great Britain.

C

Stranaghan v. Youmans, 65 Barb. 392
N.Y.Sup.,1872

Current money of the state of New York is United States legal tender greenback notes, as well as gold and silver coin.

C

Stranaghan v. Youmans, 65 Barb. 392
N.Y.Sup.,1872

Notes issued by the United States, not being redeemed in gold coin and gold coin being worth much more than such notes, are not equal in value to money of Great Britain, although they are current money of New York.

H

Trebilcock v. Wilson, 79 U.S. 687
U.S.Iowa,1871

The act declaring that notes of the United States shall be lawful money and legal tender for all debts means debts which are payable in money generally and not obligations payable in commodities, or obligations of any other kind. Act Feb. 25, 1862, 12 Stat. 345.



Dooley v. Smith, 80 U.S. 604

U.S.Ky.,1871

United States legal tender notes, commonly called “greenbacks”, could be validly tendered in payment of contracts made before enactment of legal tender statutes, as well as contracts made thereafter.



Wills v. Allison, 51 Tenn. 385

Tenn.,1871

A contract payable in gold is to be discharged by the payment of so many dollars in legal tender notes as the gold was worth on the day the payment should have been made, with interest on such sum from that time.



Bond v. Perkins, 51 Tenn. 364

Tenn.,1871

The right of a citizen to take or pass Confederate Treasury notes, did not depend in each instance upon his showing that it was the only currency in circulation. It was legal where it was not the prevailing currency.



Bond v. Perkins, 51 Tenn. 364

Tenn.,1871

A contract payable in gold is to be discharged by the payment of so many dollars in legal tender notes as the gold was worth on the day the payment should have been made, with interest on such sum from that time.



Stockton v. Dundee Mfg. Co., 22 N.J. Eq. 56

N.J.Ch.,1871

The legal tender notes of the government may be offered in payment of debts contracted before the passage of the act of 1862.

Hepburn v. Watts, 19 Pitts.L.J. 25

Pa.,1871

A debt contracted prior to the Act of 1862 was payable in depreciated legal tender notes.



Legal Tender Cases, 79 U.S. 457

U.S.Tex.,1870

The provision in the Legal Tender Acts making treasury notes a legal tender for the payment of all debts other than those expressly excepted as an appropriate means for carrying into execution the legitimate powers of the government. Act Feb. 25, 1862, 12 Stat. 345; ?Act July 11, 1862, 12 Stat. 532; ?Act March 3, 1863, 12 Stat. 709.



Legal Tender Cases, 79 U.S. 457

U.S.Tex.,1870

The Supreme Court could not hold the Legal Tender Acts unconstitutional unless it was convinced that the acts were not appropriate means or means conducive to the execution of any or all of the powers of Congress, or of

the government.



Legal Tender Cases, 79 U.S. 457
U.S.Tex.,1870

The legal tender acts are constitutional. Act Feb. 25, 1862, 12 Stat. 345; ?Act July 11, 1862, 12 Stat. 532; ?Act March 3, 1863, 12 Stat. 709.



Legal Tender Cases, 79 U.S. 457
U.S.Tex.,1870

The Supreme Court in determining whether the legal tender acts were appropriate instrumentalities for carrying into effect or executing any of the known powers of Congress would consider the time when they were enacted and the circumstances in which the government then stood.



Legal Tender Cases, 79 U.S. 457
U.S.Tex.,1870

The Constitutional provision empowering Congress to coin money, and regulate the value thereof, does not impliedly prohibit Congress from making treasury notes a legal tender for the payment of all debts other than those expressly excepted.



McGoon v. Shirk, 54 Ill. 408
Ill.,1870

Express contracts to pay in coined dollars are not debts which may be satisfied by a tender of United States notes, under Legal Tender Act, Feb. 25, 1862, such contracts having been made prior to the passage of such act.

Breen v. Dewey, 16 Minn. 136
Minn.,1870

Upon a contract for the payment of a sum of money in dollars, coin not being specified, made since the passage of the legal tender acts of Congress of 1862 and 1863, a tender of the amount in treasury notes is good.



Rogers v. Town of Shelburne, 42 Vt. 550
Vt.,1870

Plaintiff took a town order for \$300 without prejudice to his full claim, which the town treasurer refused to pay. The order was not produced on trial nor accounted for. There was nothing to show that the order was negotiable. Held, that plaintiff is not required to treat the order as a payment of any part of his original claim.



Martin v. Martin, 20 N.J. Eq. 421
N.J.Ch.,1870

A mortgage made before the act of congress making notes a legal tender, must be paid in gold or silver coin.

Detweiler v. Old Columbia Public Ground Co., 2 Lanc.B. 20
Pa.,1870

Parties may expressly contract to pay in specie, or its equivalent.

Hays v. Sandford, 4 Luz.L.O. 90
Pa.,1870

Parties may expressly contract to pay in specie, or its equivalent.



McCalla v. Ely, 64 Pa. 254
Pa.,1870

Parties may expressly contract to pay in specie, or its equivalent.



Killough v. Alford, 32 Tex. 457
Tex.,1870

A note promising to pay a sum of money in gold coin is a debt within the legal tender acts of Congress, and solvable in legal tender notes.



Central Ry. Co. v. George, 32 Tex. 568
Tex.,1870

Three kinds of legal tender are recognized by the laws of the United States, viz.: ? gold coin, silver coin, and United States treasury notes, which, as respects payment of debts, are equal to each other, and all together comprise what is known to the law as money, and the legal description and measure of which is dollars and cents.



Miller v. Lacy, 33 Tex. 351
Tex.,1870

A written instrument for the payment of money expressed to be payable in dollars is in legal effect payable in whatever the laws of the United States declare to be legal tender.



Rankin v. Demott, 61 Pa. 263
Pa.,1869

An agreement to pay in one of several kinds of money will be enforced as between coin and paper but not as between gold and silver, payment as between the latter being at the election of the payor, provided always that the coin chosen is legal tender at the time of payment.



Lane County v. State of Oregon, 74 U.S. 71
U.S.Or.,1868

Under legal tender act making United States notes legal tender for “all debts” public and private, quoted words were not intended to be taken in a sense absolutely literal.



Lane County v. State of Oregon, 74 U.S. 71
U.S.Or.,1868

The word “debts” as used in legal tender act making United States notes legal tender for all debts means debts

originating in contract or demands carried into judgment.

H

Bronson v. Rodes, 36 How. Pr. 444
U.S.N.Y.,1868

The several statutes relating to money and legal tender must be construed together.

C

Butler v. Horwitz, 74 U.S. 258
U.S.Md.,1868

A lease made in 1791 reserved the rent "of £15, current money of Maryland, payable in English golden guineas, weighing five penny weights and six grains, at thirty-five shillings each, and other gold and silver at their present established weight according to act of assembly." It was agreed that £15 was worth at the time of suit \$40 in gold and silver, and the lessee tendered \$40 in legal tender notes. Held not sufficient.

C

McCune v. Erfort, 43 Mo. 134
Mo.,1868

Gold dust is not a legal tender, but is an article of commerce like other property, and its value must be estimated in the lawful money of the country, and can only be ascertained by evidence of its value in such money.

C

Myers v. Kaufman, 37 Ga. 600
Ga.,1868

A promise to pay a certain number of dollars "in American gold coin" cannot be discharged by paying that sum in United States legal tender notes, at their nominal value, when they are below par. If the maker tenders the sum, plus the difference between currency and gold, to the holder, in United States legal tender notes, the holder is bound to accept them, and they will discharge the debt. The same is true as to a promise to pay a certain number of dollars "in gold."

C

Spear v. Alexander, 42 Ala. 572
Ala.,1868

Where plaintiff sues on a promissory note made since the passage of the legal tender act, payable in a specified number of dollars "in gold," he is entitled to recover only the amount specified in his note with interest, and the judgment will be solvable in legal tender funds.

C

Benners v. Clemens, 58 Pa. 24
Pa.,1868

Where a debt is contracted in a foreign country the foreign creditor is entitled to recover in our currency an amount equivalent to coin.

C

Frank v. Colhoun, 59 Pa. 381
Pa.,1868

But those contracted subsequent thereto may be made payable in any particular kind of money.



Frank v. Colhoun, 59 Pa. 381
Pa.,1868

While a debt is lawfully payable in legal tender notes, yet the parties may expressly contract to pay in specie, or its equivalent.



Wilson v. Triplecock, 23 Iowa 331
Iowa,1867

The act of congress making treasury notes a legal tender, is constitutional and valid; and a note payable in specie may be discharged in legal tender notes. Nor is the case varied by the fact that the debt was contracted before the passage of the act.



Johnson v. Ivey, 44 Tenn. 608
Tenn.,1867

The Act of Congress, declaring United States Treasury notes a legal tender, in the payment of debts, is a valid and binding law.



Jones v. Harker, 37 Ga. 503
Ga.,1867

Under the decision of the Supreme Court of the United States, in Thompson v. Riggs & Kerkhofer, 72 U.S. 663, 5 Wall. 663, 18 L.Ed. 704, this Court is compelled to hold that the Act of Congress making certain United States Treasury notes a legal tender in payment of debts, is not unconstitutional, even as applied to a contract made in eighteen hundred and sixty.



Williamson v. Richardson, 30 F.Cas. 17
C.C.S.D.Ga.,1867

After the passage of the legal tender acts, a bond given in 1869, payable in "dollars" generally, could lawfully be discharged by legal tender notes.



Dutton v. Pailaret, 52 Pa. 109
Pa.,1867

But those contracted subsequent thereto may be made payable in any particular kind of money.



Thorp v. Wegefath, 56 Pa. 82
Pa.,1867

Bank notes issued in accordance with the Act of Assembly are not legal tender for the payment of any debts other than those which are due to the bank issuing the notes.



Thorp v. Wegefath, 56 Pa. 82
Pa.,1867

Bank notes of state banks were not considered legal tender.



Verges v. Giboney, 38 Mo. 458
Mo.,1866

The acts of congress making United States notes a legal tender are constitutional.



Verges v. Giboney, 38 Mo. 458
Mo.,1866

United States treasury notes are a legal tender for the payment of debts contracted prior to the act of Congress authorizing such issues.



Carpenter v. Northfield Bank, 39 Vt. 46
Vt.,1866

United States legal tender notes are a valid tender in payment of the bills of a bank.



Brown v. Welch, 26 Ind. 116
Ind.,1866

Under a contract stipulating for the payment of a specified sum of money in gold, or if paid in paper, the amount thereof necessary to purchase the gold at the place of payment, it is not incumbent upon the promisor, in case of his failure to pay the sum in gold, to pay a greater sum in legal tender notes.



Brown v. Welch, 26 Ind. 116
Ind.,1866

A contract fixing the amount of the debt payable in gold may be discharged by the payment of the same sum in depreciated United States Treasury notes, otherwise known as "greenbacks" issued by the act of Congress, making them legal tender in payment of debts, notwithstanding the provisions of the contract that, if paid in paper, the amount thereof necessary to purchase the gold at the place of payment would be required.



Riddlesbarger v. McDaniel, 38 Mo. 138
Mo.,1866

In payment of debts between individuals, treasury notes and gold coin are to be considered as of equal value as a legal tender.



Appel v. Woltmann, 38 Mo. 194
Mo.,1866

As a legal medium of payment, there is no distinction between United States treasury notes, made a legal tender, and the gold coin of the United States.



Appel v. Woltmann, 38 Mo. 194

Mo.,1866

A contract provided that a note and the interest thereon “should be paid in the current gold coin of the United States in full tale or count, without regard to any legal tender that may be established or declared by any law of congress.” Held, that a tender in United States legal tender treasury notes was sufficient.

C

Shollenberger v. Brinton, 3 Am. Law Reg. (N.S.) 591

Pa.,1866

Congress has power to issue an irredeemable paper currency, and to make it a legal tender in payment of debts.

C

Shollenberger v. Brinton, 3 Am. Law Reg. (N.S.) 591

Pa.,1866

Congress can make bills and notes issued by the United States, or under its authority, a legal tender in payment of pre-existing debts.

C

Shollenberger v. Brinton, 3 Am. Law Reg. (N.S.) 591

Pa.,1866

Congress has the constitutional right to pass legal tender laws, e.g., Act of February 25, 1862.

C

Shollenberger v. Brinton, 3 Am. Law Reg. (N.S.) 591

Pa.,1866

The acts of congress making United States notes a legal tender are constitutional.

C

Shollenberger v. Brinton, 3 Am. Law Reg. (N.S.) 591

Pa.,1866

Liability to pay the principal sum under a covenant to pay ground rent or such principal sum is a debt within Act Cong. Feb. 25, 1862, authorizing the issuance of notes, and making them a legal tender for the payment of debts.

Davis v. Burton, 52 Pa. 22

Pa.,1866

A ground rent payable in “lawful money” is redeemable in legal tender notes.

H

Kroener v. Colhoun, 52 Pa. 24

Pa.,1866

A ground rent payable in “lawful money” is redeemable in legal tender notes.

C

Laughlin v. Harvey, 52 Pa. 30

Pa.,1866

Congress has power to issue an irredeemable paper currency and to make it a legal tender in payment of debts.

C

Roosevelt v. Bull's Head Bank, 45 Barb. 579

N.Y.Sup.,1866

A tender of United States treasury notes in payment of a debt is sufficient.

C

Van Husan v. Kanouse, 13 Mich. 303

Mich.,1865

Congress had full power to pass the act making treasury notes a legal tender in payment of private debts.

H

Thompson v. Riggs, 1 Mackey 99

D.C.Sup.,1864

Act Cong. Feb. 25, 1869 (the legal tender act), and the subsequent acts containing similar provisions, apply to ordinary bank deposits, and a tender of treasury notes in payment of checks drawn by a depositor, whose only deposits had been made before the passage of the act, and in gold coin, is a legal tender, notwithstanding that the bank prior to the act had always paid such checks in gold coin.

C

Carpentier v. Atherton, 25 Cal. 564

Cal.,1864

Contract to pay money generally may be discharged by tender and payment of either gold, silver, or treasury notes, made legal tender by federal laws, but contract to pay in one of three kinds of money cannot be discharged by tendering either of other kinds.

C

Warnibold v. Schlicting, 16 Iowa 243

Iowa,1864

The defendant, prior to the passage of the act of Congress of February 25th, 1862, loaned to the plaintiff seven hundred dollars in American gold, who executed his promissory note therefor, payable in "U.S. gold," to secure the payment of which he also executed a deed of trust. Held, that it was a loan of money, and was payable in the medium or currency declared by law to be a legal tender in the payment of debts; that the transaction cannot be regarded as a sale of gold recognized as valid by §§ 4 and 5 of the act of March 3d, 1863, and that a tender of the full amount due on said note in "United States legal tender treasury notes, issued under the act of Congress of February 25th, 1862," entitled the plaintiff to a surrender of the note and deed of trust.

H

Hull v. Kohlsaas, 36 Ill. 130

Ill.,1864

A note was given worded as follows: "April 1st, 1862. Six months after date I promise to pay to A. H. or order \$75, with 10 per cent. interest, without defalcation, for value received in American gold." Held, that it was not made specifically payable in "American gold," but its obvious meaning was that the value for which the note was given was that kind of gold. The contract was to pay a specified sum of money in dollars, without specifying the kind; the law implying that they should be such as were legally a tender for the payment of debts.

C

George v. Concord, 45 N.H. 434

N.H.,1864

Even if it be conceded that the act of congress making treasury notes a legal tender impairs the obligation of contracts, yet it is not unconstitutional, since the United States is not prohibited from passing laws impairing contracts.



George v. Concord, 45 N.H. 434

N.H.,1864

A contract to pay a certain sum of money is legally performed if paid in currency, which is lawful money at the time payment becomes due or is demanded; and therefore Act Cong. Feb. 25, 1862, making treasury notes a legal tender, does not impair the obligation of contracts, although applied to obligations existing before that time.



Borie v. Trott, 5 Phila. 366

Pa.Dist.,1864

Congress has power to issue an irredeemable paper currency, and to make it a legal tender in payment of debts.



Borie v. Trott, 5 Phila. 366

Pa.Dist.,1864

Congress can make bills and notes issued by the United States, or under its authority, a legal tender in payment of pre-existing debts.



Borie v. Trott, 5 Phila. 366

Pa.Dist.,1864

Congress has the constitutional right to pass legal tender laws, e.g., Act of February 25, 1862.



Mervine v. Sailor, 52 Pa. 18

Pa.,1864

Congress has power to issue an irredeemable paper currency and to make it a legal tender in payment of debts.

Crocker v. Wolford, 2 Pitts. 453

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Dakin v. Anderson, 18 Ind. 52
Ind.,1862

A creditor sued on a debt, which had been paid to him in bank bills which had been judicially declared an illegal issue. The defendant answered that he was having nothing to do with these bills, that plaintiff offered to receive them in payment; that to a certain amount such bills were then procured and forwarded to plaintiff, who credited the defendant with their amount; that the amount remained so closed for nearly two years; and that the bills in question would never have been procured but for said arrangement and agreement with plaintiff. Held, that on the facts pleaded the plaintiff would be estopped to enforce the original contract for the recovery of the price of said goods.



Bank of State of Indiana v. Lockwood, 16 Ind. 306
Ind.,1861

Silver half dollars, quarters, dimes, and half dimes, coined prior to June 1, 1853, are legal tender for their nominal value on debts of any amount, but those coined since that date are valid tender only for debts not exceeding five dollars. The three cent pieces are not legal tender for debts exceeding 30 cents.



Bank of State of Indiana v. Lockwood, 16 Ind. 306
Ind.,1861

The United States silver dollar is legal tender for its nominal value upon debts of any amount.



Housum v. Rogers, 10 Am. Law Reg. 627
Pa.,1861

Bank notes issued in accordance with the Act of Assembly are not legal tender for the payment of any debts other than those which are due to the bank issuing the notes.



Housum v. Rogers, 10 Am. Law Reg. 627
Pa.,1861

Bank notes of state banks were not considered legal tender.



Bank of Pennsylvania v. Spangler, 32 Pa. 474
Pa.,1859

Bank notes issued in accordance with the Act of Assembly are not legal tender for the payment of any debts other than those which are due to the bank issuing the notes.



Bank of Pennsylvania v. Spangler, 32 Pa. 474
Pa.,1859

Except in payment of debts due the bank issuing such notes.



Moore v. Morris, 20 Ill. 255

Ill.,1858

A contract to pay in “good current money of this state” will be construed to mean the coin of the United States, or foreign coins current by law, unless it should be shown that the words have a different local meaning.

C

People ex rel. Courtney v. Dubois, 18 Ill. 333

Ill.,1857

Under Act Cong. Jan. 18, 1837, silver quarter dollars of the United States, coined prior to the act of 1853, are legal tender to any amount.

C

Dalrymple v. Town of Whitingham, 26 Vt. 345

Vt.,1854

The delivery of a town order by a town for a debt of the town, and the acceptance thereof by its creditor, operate as a satisfaction of the debt.

C

Prather v. State Bank, 3 Ind. 356

Ind.,1852

The agent of a judgment debtor sent to the creditor state bank notes to be received at par in payment of the judgment, but gave no direction as to the disposition of the notes in case of refusal to accept them. The creditor refused to accept them at par, and notified the agent of nonacceptance, requesting further direction, but retained the notes for about two months, and then returned them. Held, that the delay could not be considered as an acceptance of the paper.

C

Reed v. Mitchell, 18 Pa. 405

Pa.,1852

State bank notes were not considered legal tender.

C

Reed v. Mitchell, 18 Pa. 405

Pa.,1852

Bank notes issued in accordance with the Act of Assembly are not legal tender for the payment of any debts other than those which are due to the bank issuing the notes.

C

State, to Use of Chicot County v. Rives, 12 Ark. 721

Ark.,1852

County warrants, issued under statute providing for their issuance, and making them receivable in payment of county taxes, &c., are a legal tender, by a collector, in payment of county revenue-such tender does not fall within the provision of the constitution, declaring that nothing but gold and silver coin shall be made a legal tender, &c.

H

Paup v. Drew, 51 U.S. 218

U.S.Ark.,1850

Lands held by the state of Arkansas in trust under Act Cong.1836, c. 126, § 5, to be appropriated solely to the use of the seminary of learning established by Act Cong.1827, c. 53, were sold in 1842 by the governor of the state, under authority of the legislature, and bonds taken for the purchase money, payable to the governor and his successors in office in specie or its equivalent. Held, in suits brought on such bonds, after the passage of the statute of Arkansas of 1845, repealing the provision in the statute incorporating the bank of the state of Arkansas, that its notes should be received in payment of all debts due the state, that a tender in notes of the bank was bad.



Trigg v. Drew, 51 U.S. 224
U.S.Ark.,1850

Lands held by the state of Arkansas in trust under Act Cong.1836, c. 126, § 5, to be appropriated solely to the use of the seminary of learning established by Act Cong.1827, c. 53, were sold in 1842 by the governor of the state, under authority of the legislature, and bonds taken for the purchase money, payable to the governor and his successors in office in specie or its equivalent. Held, in suits brought on such bonds, after the passage of the statute of Arkansas of 1845, repealing the provision in the statute incorporating the bank of the state of Arkansas, that its notes should be received in payment of all debts due the state, that a tender in notes of the bank was bad.



Ramsdale v. Horton, 3 Pa. 330
Pa.,1846

Payment in counterfeit bank notes is a nullity.



Hopson v. Fountain, 24 Tenn. 140
Tenn.,1844

Money is a generic term and embraces every description of coin or bank notes recognized by common consent as a representative of value in effecting exchanges of property or payment of debts.



Harper v. Fox, 7 Watts & Serg. 142
Pa.,1844

A payment in bank-notes to the sheriff discharges an execution; and if they become worthless in his hands, he must be the loser.



Northampton Bank v. Balliet, 42 Am.Dec. 297
Pa.,1844

State bank notes were not considered legal tender.



Northampton Bank v. Balliet, 42 Am.Dec. 297
Pa.,1844

Bank notes issued in accordance with the Act of Assembly are not legal tender for the payment of any debts other than those which are due to the bank issuing the notes.



Bayard v. Shunk, 1 Watts & Serg. 92

Pa.,1841

A payment in current bank-notes discharges the debt, although in consequence of the prior failure of the bank, of which both parties were ignorant, the notes were of no value at the time of payment.

Mills v. Cook, 19 Pitts.L.J. 61

Pa.,1838

A debt contracted prior to the Act of 1862 was payable in depreciated legal tender notes.



Lowry v. McGhee, 16 Tenn. 242

Tenn.,1835

By the Constitution of the United States, nothing but gold and silver coin is a legal tender; therefore, where lands were sold, subject by the laws of this state to be redeemed within two years from the sale, it was held, that a tender, within the time of the amount due, in bank notes upon the bank of the United States, which was objected to at the time, was not a legal tender.



Ball v. Stanley, 13 Tenn. 199

Tenn.,1833

If a debtor tender bank bills instead of gold and silver, and the creditor does not object to the tender upon that account, but refuse to receive them because not the amount due, the tender will be a good one, if it is the amount actually due.



Ogden v. Saunders, 25 U.S. 213

U.S.La.,1827

A "tender law" supposes a capacity in the debtor to pay and satisfy the debt in some way, but the discharge of an insolvent is founded in his incapacity ever to pay, which incapacity is judicially determined according to the laws of the state that passes it. A "tender law" imports a positive violation of the contract, since all contracts to pay, not expressed otherwise, have relation to payment in the current coin of the country; an "insolvent law" imports an impossibility that the creditor ever can fulfill the contract. Per Justice Johnson.



Edwards v. Morris, 1 Ohio 524

Ohio,1824

If a note be made payable in bank bills, or the party to whom payment is to be made agree to accept them, they may be legally tendered.



Cornell v. Green, 10 Serg. & Rawle 14

Pa.,1823

State bank notes were not considered legal tender.



McClarín v. Nesbit, 11 S.C.L. 519

S.C.Const.,1820

Nothing but gold or silver is a legal tender, under the constitution of the United States.



Thorndike v. U S, 23 F.Cas. 1124

C.C.Mass.,1819

Treasury notes issued under Act March 4, 1814, c. 77, 12 Weightman's Laws, p. 276, and Act Dec. 26, 1814, c. 699, 3 Stat. 161, c. 17, being by their terms receivable in payment of duties and land debts, due to the United States, for the principal and interest due thereon, are a good tender, and may be pleaded as such to such debts.



Shelby v. Boyd, 3 Yeates 321

Pa.,1801

For cases on the legal tender of state money.



Shelby v. Boyd, 3 Yeates 321

Pa.,1801

In a suit for lawful money of North Carolina, the defendant cannot bring paper money into court without showing it to be a legal tender.

Hopkins v. Wilson, 2 Yeates 291

Pa.,1798

For cases on the legal tender of continental money.

Miller v. Leonard, 2 U.S. 237

Pa.,1795

For cases on the legal tender of continental money.



Dorrance v. Stewart, 1 Yeates 349

Pa.,1794

For cases on the legal tender of state money.

Stewart v. Biddock, 2 U.S. 158

Pa.,1792

For cases on the legal tender of state money.

Ricup v. Bixter, 2 U.S. 132

Pa.,1791

For cases on the legal tender of continental money.



Johnson v. Hocker, 1 U.S. 406

Pa.,1789

For cases on the legal tender of continental money.



Place v. Lyon, 1 Kirby 404

Conn.Super.,1788

Where a contract was for silver money and specifically for dollars, a tender of bills was not a fulfillment.



Wharton v. Morris, 1 U.S. 125

Pa., 1785

A bond, executed in 1778, conditioned for the payment of a sum of money in lawful current money of Pennsylvania, is payable in the paper money emitted under the authority of congress.



Wharton v. Morris, 1 U.S. 125

Pa., 1785

For cases on the legal tender of state money.

References

What constitutes "money" within meaning of Uniform Commercial Code 40 American Law Reports 4th 346 (1985)

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