

Case No. 946. BANK OF UNITED STATES V. ROBERTS.
[2 Cranch, C. C. 15.]¹

Circuit Court, District of Columbia.

Nov. Term, 1810.

NEGOTIABLE INSTRUMENTS—ACCOMODATION—BLANK INDORSEMENT.

The plaintiffs counsel may fill up the blank indorsement, at the trial, although the defendant indorsed the note for the accommodation of the maker.

[See *Vowell v. Lyles*, Case No. 17,021.]

At law. Assumpsit [by the Bank of the United States] against [John Roberts] the indorser of Elisha Janney's promissory note.

Mr. Swann, for the plaintiff, was about to fill up the blank indorsement, "Pay the contents to the president, directors and company of the Bank of the United States, for value received."

Mr. E. J. Lee, for the defendant, objected that the defendant was an accommodation indorser, and never received value.

Mr. Swann and Mr. Caldwell, contra. The words "credit the drawer" are equivalent to a check, and show that the money would have gone to the credit of the defendant

THE COURT (THRUSTON, Circuit Judge, absent) suffered the indorsement so to be filled up.

¹ [Reported by Hon. William Cranch, Chief Judge.]