

Case No. 3,174.

COOKE v. MYERS.

{1 Cranch, C. C. 6.}¹

Circuit Court, District of Columbia.

April Term, 1801.

ACTION AGAINST ASSIGNEE OF LEASE—PROOF OF ASSIGNMENT.

In debt, by the lessor against the assignee of the lessee, the plaintiff is not bound to show an assignment by deed acknowledged or proved and recorded agreeably to the fourth section of the act of 13th December, 1792, “for regulating conveyances.”

Debt for rent, by {Stephen Cooke} lessor against {William Myers} assignee of lessee.

The plaintiff produced a paper signed by the defendant, in which he agreed to take the residue of Thompson’s lease, and bound himself to Thompson in the penal sum of—to pay all the rents which should be come due to the plaintiff, Dr. Cooke, upon his lease to Thompson.

Mr. Swann, for defendant, objected that it was not competent evidence to prove an assignment from Thompson to Myers, and cited the act of assembly, p. 165 (Ed. 1803, p. 157).

Mr. Simms, for plaintiff, cited 1 Esp. 247 (Large Ed. 220); *Cotes v. Wade*, 1 Lev. 190; *Pitt v. Russel*, 3 Lev. 19; and *Watson v. Alexander*, 1 Wash. [Va.] 351,—and insisted that the paper produced was in this case evidence proper and competent to go to the jury, to prove an assignment; and of such opinion was THE COURT.

Mr. Swann took a bill of exceptions, but never carried the cause to the supreme court.

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