

Case No. 3,228.

CORCORAN v. HODGES.

[2 Cranch, C. C. 452.]¹

Circuit Court, District of Columbia.

April Term, 1824.

PROMISSORY NOTE—LIABILITY OF INDORSER—EVIDENCE—CONSIDERATION.

This was an action by William W. and Thomas Corcoran against Thomas Hodges.

If a promissory note be indorsed by the defendant without an intention of giving credit to the note, and without having received any value for it, and only to comply with the form required by the plaintiff in the course of his business as an auctioneer, and if it was so understood at the time by the plaintiff, who declared he so considered it the plaintiff cannot recover.

So decided by THE COURT. Verdict for defendant.

Motion for new trial, on the ground of misdirection of the jury by the court, overruled. THE COURT said that between immediate parties parol evidence is admissible to show that there was no consideration, and that the defendant did not indorse the note to give it credit; and that this was in effect the substance of the instruction given. Judgment for defendant. The note was for \$418.55.

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