

Case No. 5,532.

GOOD v. SPRIGG.

{2 Cranch, C. C. 172.}¹

Circuit Court, District of Columbia.

June Term, 1819.

BILLS AND NOTES—DISCHARGE OF INDORSER.

An indorser, who has been discharged by the laches of the plaintiff, is not bound by a promise to pay, unless he knew, at the time of his promise, the fact of laches.

Assumpsit against the indorser.

Mr. Jones, for defendant, contended that the defendant was not bound by his promise to pay, not knowing that demand of payment had not been made of the maker, and that it was incumbent on the plaintiff to show that the promise was made by the defendant with a knowledge of that fact

And so THE COURT decided. CRANCH, Chief Judge, doubting whether the burden of proof, as to that fact, was not on the defendant.

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