

Case No. 6,093.

HARPER v. WEST.

{1 Cranch, C. C. 192.}¹

Circuit Court, District of Columbia.

Nov. Term, 1804.

BILL OF EXCHANGE—ACCEPTANCE—EXECUTOR DE SON TORT.

1. If the agent of the drawee of a bill write an order on the back of it to another person to pay it, this order is evidence of the drawee's acceptance of the original bill.
2. Evidence may be given to show that the defendant is executrix in her own wrong, with out charging her as such.

Assumpsit, upon a bill drawn by Luke, on West, in favor of plaintiff, and accepted by West, by C. Stephenson, his agent. The evidence was an order drawn by Luke, on West, and on the back of it, an order drawn by Stephenson, in behalf of West, on the treasurer of the theatre.

Mr. Jones, for defendant objected, that this was not evidence of an acceptance by West.

But THE COURT overruled the objection, being of opinion that if Stephenson was the authorized agent of West, for that purpose, his indorsement, in the form in which it was written, amounted to an acceptance. *Moor v. Withy, Esp. 42.*

Mr. Jones, objected to the plaintiff's giving in evidence acts to prove the defendant to be executrix in her own wrong, contending that if he meant to rely upon such evidence, he ought to have stated it specially in his application.

But THE COURT (nem. con.) permitted the plaintiff to go into evidence of acts of interfering with the goods of the deceased, &c.

HARPER'S FERRY CASE. See Case No. 2,013.

¹ [Reported by Hon. William cranch, chief judge.]