

Case No. 6,651.

HOLY ET AL. V. RHODES.

{2 Cranch, C. C. 245.}¹

Circuit Court, District of Columbia.

May Term, 1821.

PROMISSORY NOTE—MAKER—DEFENCE—ASSIGNMENT.

It is no defence, at law, to an action by the assignee against the maker of a promissory note, that it was given for the purchase of land which the payee had Dot conveyed to the defendant as he had covenanted to do upon a previous cash payment made by the defendant; although the note was assigned to the plaintiffs after it was dishonored.

Debt by the assignees of John Johnston's promissory note for \$550:

HOLY et al. v. RHODES.

Mr. Swann, for defendant [William Rhodes], offered evidence that the note was assigned to the plaintiffs [Holy & Suekley] after it was dishonored; that it was given to Johnston in part payment for a house and lot; and that Johnston had not made the title which he had bound himself by his covenant under seal, and under a penalty to make, on payment of \$500 in cash, which were paid. The defendant had not demanded the conveyance, and Johnston was always ready and able to make it.

THE COURT (THRUSTON, Circuit Judge, absent), upon the motion of Mr. Taylor, for plaintiffs, instructed the jury that this was no defence. Verdict and judgment for the plaintiffs.

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