

MILLER v. MOORE.

[1 Cranch, C. C. 471.]¹

Circuit Court, District of Columbia. Nov. Term, 1807.

PRINCIPAL AND AGENT—AUTHORITY TO
INDORSE—EVIDENCE—PRODUCTION OF
WRITTEN AUTHORITY.

In an action by the indorsee of a promissory note against the maker, the plaintiff need not produce written evidence of the authority of the indorser's agent to indorse.

Debt on a promissory note, made by Moore to W. T. Alexander, or order, for value received, negotiable in the Bank of Alexandria indorsed, "Pay to Richard and Stephen Winchester, or order"—signed, "William T. Alexander, by his attorney in fact, John T. Wellford"—and "Pay Mordecai Miller," signed, "R. & S. Winchester."

Mr. Swann, for defendant, contended that the plaintiff must show a written authority from W. T. Alexander to John T. Wellford, to indorse and transfer the note.

But THE COURT permitted parol (viva voce) testimony to be offered, to show that Wellford was an agent for Alexander, and that he had been accustomed to indorse the name of Alexander on notes, and that Alexander had sanctioned such indorsements.

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