

OTTS v. JONES.

{2 Cranch, C. C. 351.}³

Circuit Court, District of Columbia. Oct. Term, 1822.

COSTS—PAYMENT OF JUDGMENT BY ONE
DEFENDANT—EVIDENCE IN FAVOR OF
DEFENDANT.

If there are several actions against the maker and indorser of a promissory note, and judgment for the debt and costs be rendered against the maker, who pays the same, the indorser will not be permitted to give evidence of such payment by the maker, until the costs be paid in the action against the indorser.

Assumpsit against the indorser of a promissory note. Judgment had been rendered against the maker, who paid it, with costs. Mr. Lear, for defendant, contended that the plaintiff could not recover costs in this case; but.

THE COURT refused to permit the defendant to give evidence of payment since the suit was brought, until the costs should be paid in the present case.

The defendant then confessed judgment for costs.

³ [Reported by Hon. William Cranch, Chief Judge.]

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