

Case No. 11,683.

REINTZEL v. MORGAN.

{2 Cranch, C. C. 20.}¹

Circuit Court, District of Columbia.

Dec. Term, 1810.²PLEADING AT LAW—SPECIAL
COUNT—NOTES—ACTION AGAINST MAKER.

The payee of a promissory note, who has passed it away, and been obliged by his indorsement, to take it up, may recover the money from the maker, upon a special count

The jury found a general verdict the defendant's counsel, Mr. Key, moved in arrest of judgment, because, as he supposed, one of the counts was bad. The count was special, and stated that Morgan made his note to Reintzel or order, who indorsed it to the Bank of the United States; that the note was duly protested for non-payment and that Reintzel was, by his indorsement and consequent liability, obliged to pay it, and did pay it, &c. All this was averred in the most formal manner, with all the circumstances of time and place, &c.

THE COURT (FITZHUGH, Circuit Judge, contra) overruled the motion, and rendered judgment for the plaintiff, which was affirmed by the supreme court of the United States. 7 Cranch {11 U. S.} 273.

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

² [Affirmed in 7 Cranch (11 U. S.) 273.]

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