

THOMAS V. WOLCOTT ET AL.

[4 McLean, 365.]¹

Circuit Court, D. Illinois.

June Term, 1848.

EVIDENCE—ADMISSIONS—PARTNERSHIP.

On an issue of partnership, an offer to pay the partnership note, if the holder would take property, is evidence. And also that the defendant said the note was signed by his partner.

At law.

Mr. Logan, for plaintiff.

Peter & Powell, for defendants.

OPINION OF THE COURT. This suit is brought upon a note. The defendants pleaded, 1st. Non-assumpsit. And 2d. That the note was signed by Wolcott, who was not the partner of Goodwin, and had no right to use his name. Affidavit as to the truth of the plea. Jury sworn. A witness states, that Goodwin, on presentation of the note, offered to pay it, if the person presenting it would take property; said the note was signed by his partner; not specifying whether he was his partner at the time the note was executed or not. It was proved that there had been no partnership between the parties, for ten years past, in Illinois. The note was dated 13th October, 1845. Parties lived formerly in New York.

THE COURT instructed the jury that the admission of Goodwin, that the note was signed by his partner, was evidence in the case, and from which, together with the offer to pay the note in property, they might infer a joint liability, unless such inference was opposed to other evidence in the case.

Verdict for plaintiff, and judgment

¹ [Reported by Hon. John McLean, Circuit Justice.]

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