

## THOMPSON V. CARBERY.

{2 Cranch, C. C. 35.}<sup>1</sup>

Circuit Court, District of Columbia. Dec. Term, 1811.

WITNESS—COMPETENCY—INTEREST—SURETY ON  
REPLEVIN-BOND.

A surety in a replevin-bond is not a competent witness for the plaintiff in replevin, although he has an indemnifying bond.

Replevin. Ignatius Middleton, one of the sureties in the replevin-bond, being sworn in chief, and asked if he was interested in the cause, said he was not. He was then examined and cross-examined. It was afterward discovered by the defendant's counsel that he was a surety in the replevin-bond. He acknowledged himself to be the person, but said he had a bond of indemnification, which he produced. The plaintiff then called him again, to examine him further. The defendant objected, and THE COURT refused to suffer him to be further examined; and told the jury that what he had already testified was not evidence.

{See Case No. 13,946.}

<sup>1</sup> [Reported by Hon. William Cranch, Chief Judge.]

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