

## TURNER V. GREEN ET AL.

{2 Cranch, C. C. 202.}<sup>1</sup>

Circuit Court, District of Columbia. June Term, 1820.

## PROMISSORY NOTE—EVIDENCE—SUBSCRIBING WITNESS—ADMISSIONS.

1. The making of a promissory note can only be proved by the subscribing witness, if there be one.
2. Evidence of the confession of the maker that he owes part of it, is not sufficient on the money counts.

Assumpsit upon a promissory note, and the common money counts.

Mr. Marbury, for plaintiff, offers to prove the handwriting of the defendants [Green & Johnson], the makers of the note, by other testimony than that of the subscribing witness, without accounting for his absence.

But THE COURT (nem. con.) rejected the evidence. He then offered to prove that the defendant Johnson confessed a balance of \$300 due on the note, and promised to pay it; and contended that this was good evidence on the count for money had and received.

But THE COURT (CRANCH, Chief Judge, doubting) rejected the evidence.

THE COURT offered to save the point, and directed the Jury to find a verdict for the plaintiff, subject to the opinion of the court on the question of evidence, but Mr. Marbury refused to pay the jury fee; and THE COURT instructed the jury that there was no evidence before them to support the action.

{See Case No. 14,261.}

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

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