

UNDERWOOD v. HUDDLESTONE.

{2 Cranch, C. C. 93.}¹

Circuit Court, District of Columbia. Dec Term, 1813.

NOTES—ACTION AGAINST INDORSER—NOTICE OF
NON-PAYMENT—MISNOMER.

Notice of the non-payment of a note signed by John, is not notice of the non-payment of a note signed by James, unless the party had good reason to believe that the note of James was intended.

Assumpsit, against the indorser of James B. Roddy's note. The notice given to the defendant was of the non-payment of a note signed John B. Roddy, &c, describing the note correctly as to every circumstance, except the signature John, instead of James.

THE COURT (THRUSTON, Circuit Judge, doubting,) said that if the jury should be of opinion, from the evidence, that the defendant had good reason to believe it to be the note in the declaration mentioned, the jury ought to presume that the defendant had reasonable notice, &c.

Mr. Jones, for plaintiff.

Mr. Law, for defendant.

THE COURT had before instructed the jury, that notice of the non-payment of a note signed by John B. Roddy, was not notice of the non-payment of a note signed by James B. Roddy; but that opinion was founded upon the naked statement of the fact that the notice was of a note signed John. B. Roddy.

{See Case No. 14,339.}

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

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