

UNION BANK OF GEORGETOWN V.
MAGRUDER.

[2 Cranch. C. C. 687.]¹

Circuit Court, District of Columbia. May Term, 1826.²

NOTES—DISHONOR—NOTICE AND
DEMAND—ADMINISTRATOR.

If the maker of a promissory note die before the note becomes payable, and the indorser administers upon the estate of the maker, no demand or notice is necessary to charge the indorser.

Assumpsit against the indorser of George B. Magruder's note for \$643.21, dated November 8th, 1817, and payable to the defendant, or order, seven years after date, with interest. The maker died in August, 1823. The defendant became his administrator before the note became payable. No demand of payment of the note was made upon the defendant as administrator of the maker.

Key & Dunlop, for plaintiff, contended that it was not necessary to make any such demand in order to charge the defendant as indorser. It could be of no use, as the defendant himself was the party bound to pay, and could not be injured by want of notice.

R. P. Dunlop and Mr. Coxe, contra, contended that the obligation of the indorser was only conditional, &c.

THE COURT (CRANCH, Chief Judge, contra) was of opinion that no demand of payment of the note was necessary upon the, defendant, as administrator of the maker, to charge the defendant as indorser of the note.

Reversed by the supreme court of the United States. 3 Pet. [28 U. S.] 87.

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

² [Reversed in 3 Pet. (28 U. S.) 87.]

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