

Case No. 16,909.

VEITCH ET AL. V. BASYE ET AL.

[2 Cranch, C. C. 6.]¹

Circuit Court, District of Columbia.

July Term, 1810.

PROMISSORY NOTES—INDORSEMENT AND TRANSFER—BURDEN OF PROOF.

The indorsement by the plaintiffs, and delivery of the note to a third person so indorsed, is prima facie evidence that it was transferred for value received, and throws the burden of proof on the plaintiffs to show that it has been retransferred, or was indorsed for collection, or that they had repaid the money.

Debt by payee against the maker of a promissory note. Veitch & Company had indorsed it specially to Robert Cooper & Company, which indorsement is erased, leaving the name of Veitch & Company. There was no evidence that the note had ever been in the possession of Cooper & Company, nor that Veitch & Company had paid Cooper & Company the amount, nor that it had been retransferred. *Gorgerat v. McCarty*, 2 Dall. [2 U. S.] 144.

Mr. Swann, for plaintiffs, offered evidence that it was indorsed to Cooper & Company for collection, and not for value received.

THE COURT (THRUSTON, Circuit Judge, absent) instructed the jury that if they should be satisfied, by the evidence, that the note with the indorsement was delivered to Cooper & Company, the indorsement was prima facie evidence that it was transferred to Cooper & Company for value received, and throw the burden of proof upon the plaintiffs, to show that it was either put into the hands of Cooper & Company for collection, or was retransferred, or that Veitch & Company had repaid to Cooper & Company the value received.

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