*John Smith T. *v.* John W. Honey.

Appellate jurisdiction.

Where the verdict for the plaintiff in the circuit court is for a less amount than $2000, and the defendant prosecutes a writ of error, this court has not jurisdiction; although the demand of the plaintiff in the suit exceeded $2000.

Error to the District Court of Missouri. In the district court of Missouri, John W. Honey instituted an action of trepass on the case, for the recovery of damages from John Smith T., the defendant in the action, for the use of a "new and useful improvement in screening tables for discriminating, selecting and separating perfect from imperfect shot," for which letters-patent had been granted to the plaintiff by the United States. The damages were laid in the declaration at $2000; and at September term 1827, the cause was tried, and a verdict rendered for the plaintiff, for $100, upon which judgment was entered for the plaintiff below. On the trial, the counsel for the defendant filed several bills of exception to the opinion of the court, and prosecuted this writ of error.

After the case was opened for the plaintiff in error, The Court ordered the writ of error to be dismissed, the same having been sued out by the defendant in the district court, and the sum in controversy, as to him, being no more than $100, the amount of the verdict in that court. See the case of *Gordon* v. *Ogden*, at this term (*ante*, p. 33).

Benton and *Hempstead*, for the plaintiff in error; *Lawless*, for the defendant.

Afterwards, *McGinness*, for the plaintiff in error, on affidavit, stating that the plaintiff in the district court estimated the damages which had accrued to him by the use of his machine by the defendant at $2000, and had sought to recover the same in the action, moved to reinstate the cause.

The Court overruled the motion.

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*470] *John G. McDonald, Plaintiff in error, *v.* George B. Magruder, Defendant.

Accommodation indorsers.

A note was discounted at the office of discount and deposit of the Bank of the United States, in the city of Washington, for the accommodation of the maker, indorsed by Magruder and McDonald; neither of the indorsers receiving any value for his indorsement, but indorsing the note at the request of the maker, without any communication with each other. The note was renewed, from time to time, under the same circumstances, and was at length protested for non-payment; and separate suits having been brought by the bank against the indorsers, the maker being insolvent, judgments in favor of the bank were obtained against both the indorsers. The bank issued an execution against Magruder, the first indorser, and he having paid the whole debt and costs, instituted this suit against McDonald, the second indorser, for contribution, claiming one-half of the sum so paid by him in satisfaction of the judgment obtained by the bank: *Held*, that he was not entitled to recover.

That a prior indorser is, in the regular course of business, liable to his indorsee, although that indorsee may have afterwards indorsed the note, is unquestionable; when he takes up the note,