No. 11936

Supreme Court of Illinois

Morrison, et al

vs.

Silverburg

71641 7

So Daviess Co.

John Morrison et al.
vs.
Moses P. Silverburg.

1852

11936

Prepared

State of Illinois
Ogle County } ss
Fourteenth Judicial Circuit

Pleas in the Circuit Court begun and held within and for the County of Ogle aforesaid on the Second Monday of March A D 1852 to wit the 8th day of March A D 1852 before the Hon Benj R Sheldon presiding Judge of the Fourteenth Judicial Circuit Illinois
C E Sanders Sheriff Wm W Bradley Clerk

Moses P Silverburg } Plaintiff
vs
John Morrison & Henry J Morrison } Defendants

Be it remembered that here before to wit on the 15th Day of January A D 1852 the Plaintiff by his attorney filed in the clerks office of said Circuit Court his Bill and affidavit in the words and figures following to wit

State of Illinois
Ogle County } ss In the Circuit Court of Ogle County March term 1852

Moses P Silverburg
vs
John Morrison & Henry J Morrison } Debt $200.00 on an appeal Bond to the Supreme Court

To the Clerk of the Circuit Court, On filing the following affidavit you will issue

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a Capias against the above named defendant in an action of Debt for $200.00 to be Satisfied on the payment of $183.50 and Cost, Returnable to the next term of the Circuit Court damages $183.50 M B Lotman Plff atty

M S Silverburgh of lawful age after being duly Sworn according to law makes oath and States that he is about instituting a suit in the Circuit Court of Jo Daviess County against John Morrison and Henry I Morrison in an action of debt returnable to the next term of Said Court that Said Suit a cause of action is on an appeal Bond to the Supreme Court made and entered into by Said defendants before the Clerk of the Circuit Court of Jo Daviess County on the 13th day of December AD 1841 executed in a certain Case appealed from the Circuit Court of Jo Daviess County Illinois to the Supreme Court of the State of Illinois wherein Mrs S Silverburg assignee of John Hinton was the Plaintiff and John Morrison was defendant in Said Circuit Court, That in Said Cause aforesaid in which the appeal Bond Sued on in this Case was executed a judgment was rendered in the Circuit Court of Jo Daviess County in favor of this affiant and against the Said John Morrison for the Sum of One hundred and Eight dollars and fifty cents and Cost taxed at Eight dollars and fifty cents at the November term AD 1841 when an appeal was prayed

to the Supreme Court and the Bond sued on entered into by the defendants as aforesaid. and at the December term a D 1843 of the Said Supreme Court the Judgment of the Circuit Court was affirmed and the Said John Morrison or any one for him not having paid the Said Judgment Cost interest and damages as in Said Bond Mentioned, but made default therein and Said Judgment interest and Costs remaining entirely unpaid and unsatisfied in whole or in part the Said Defendants have become bound to pay and are justly indebted to this affiant in the penalty of Said Bond to wit Two hundred Dollars lawful Money of the United States - to be Satisfied on the payment of Said judgment interest and costs amounting to the Sum of One hundred and Eighty three Dollars and fifty Cents which Said amount is now due and owing to this affiant from the above named defendants and for which this Suit is brought - and that Said Defendants are about to depart from the State of Illinois to the injury of this affiant and the Said Debt sued on will be in danger of being lost and the benefit of whatever judgment that may be obtained will be in danger unless the defendants are held to bail in pursuance to Law and further Saith not

Subscribed & Sworn to before me this the 15th day of January a D 1852
Wm N Bowley Clerk
By Enos C Ripley Depy

M S Silverburgh

Endorsed filed Jany 15th 1852 Wm N Bowley Clk
By E C Ripley Depy

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and afterwards to wit on the same day to wit on the 15th day of January a d 1852 there issued out of the said clerks office a Capias in the words and figures following to wit"

State of Illinois
Jo Daviess County } Set

The People of the State of Illinois to the Sheriff of said County greeting

We command you that you take John Morrison and Henry J Morrison and them safely keep so that you have their bodies before the Circuit Court of Jo Daviess County at the next term to be holden at Galena on the second Monday of March next to answer Moses S Silverburgh in a Plea of debt for two hundred dollars damages One hundred & Eighty three 50/100 dollars and have you then there this writ. Witness William H Bradley clerk of the Circuit Court of Jo Daviess County Illinois at Galena this the fifteenth day of January a d 1852

(Seal) Attest William H Bradley clerk

The Sheriff is directed to hold the Defendants to bail in the sum of one hundred & Eighty three 50/100 dollars

Wm H Bradley clerk
By Chas C Ripley Depy

which said Capias was returned into said clerks office by said Sheriff with the following being endorsed thereon to wit"

" Executed the within writ by arresting the within named John Morrison on the 16th Day of January a d 1852 after which the

said John Morrison was discharged from my Custody by giving bond & Charles R Bennett as his Security, and further Executed by arresting Henry J Morrison on the 26th day of January A D 1852 after which the said Henry J Morrison was also discharged from my Custody by giving Bond & Jesse Morrison as his Security

C E Sanders Sheriff

And afterwards to Wit on the 23rd day of January A D 1852 the said Plaintiff by his attorney filed in the Office of the said Clerk of the Circuit Court for the County of Jo Davies aforesaid a declaration against the said Defendants which declaration is in the words and figures following to Wit

State of Illinois } In the Circuit Court of Jo
Jo Davies County } Davies County March
term 1852

Moses P Silverthorn the Plaintiff in this suit complains of John Morrison and Henry J Morrison the defendants in this suit who have been arrested by the Sheriff to answer said Plaintiff that they render to him the said Plaintiff the sum of two hundred dollars which they owe to and unjustly detain from him For that whereas the said Defendants heretofore to wit on the thirteenth day of December one thousand eight hundred and forty one at the County and Circuit aforesaid made their certain writing obligatory sealed with their seals and now here to the Court shown the date whereof is the certain day and year above named to Wit

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the day and year afoursaid, acknowledged them-selves to be held and firmly bound unto Moses P Silverburgh assignee of John Hinton in the penal sum of two hundred Dollars Current Money of the United States above demanded to be paid to the said Plaintiff yet the said defendants although often requested so to do hath not paid the said sum of two hundred dollars above demanded or any part thereof to the said Plaintiff but hath hitherto wholly neglected and refused and still neglects and refuses so to do to the damage of said Plaintiff of one hundred and Eighty three dollars and fifty Cents, and therefore he brings this Suit

M J Johnson Pltff atty

and the said Plaintiff further complains of the said defendants in this Suit & for that whereas the said defendants ~~in~~ heretofore to wit on the thirteenth day of december one thousand Eight hundred and forty one at the County and Circuit afoursaid by their certain writing obli-gatory sealed with their seals and now here to the Court shown the date whereof is the day and year last above mentioned acknowledged themselves to be held and firmly bound unto Moses P Silverburgh assignee of John Hinton in the penal sum of two hundred dollars Current Money of the United States to be paid to the said Moses P Silverburgh assignee of John Hinton which said writing obligatory was and is subject to certain conditions therein written which said (last mentioned) Bond

is in the words and figures following to wit:
Know all men by these presents that we
John Morrison and Henry J Morrison are held
and firmly bound unto Moses P Silverthorpe
assignee of John Hinton in the penal sum
of two hundred dollars current money of the
United States for the payment of which well
and truly to be made we bind ourselves our
heirs Executors and administrators jointly severally
and firmly by these presents witness our hands
and seals this thirteenth day of December a D 1841

The condition of the above obligation is
such that whereas the said John Hinton for
the use of Moses P Silverthorpe did on the 16th day
of November a D 1841 in the Circuit Court
in and for the County of Jo Daviess and State
of Illinois recover a judgment against the above
bounden John Morrison for the sum of One
hundred & Eight dollars and fifty cents damages
and Eight dollars and fifty cents costs, from
which said judgment of the said Circuit
Court the said John Morrison has prayed for
and obtained an appeal to the Supreme Court
of said State - Now if the said John Morrison
shall duly prosecute his said appeal with
effect and shall moreover pay the amount
of the judgment costs interest and damages
rendered and to be rendered against him
in case the said judgment shall be affirmed
in the said Supreme Court then the above obligation
to be void otherwise to remain in full force
and virtue

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Taken and entered into before me at my office in Galena this 13th day of December A.D. 1841
Jno P. Brady Clk

John Morrison (Seal)
Henry J. Morrison (Seal)

by which said certain conditions therein written it is provided that the said John Morrison shall duly prosecute his said appeal with effect and shall moreover pay the amount of the judgment costs interest and damages rendered and to be rendered against him in case the said judgment shall be affirmed in the Supreme Court then the above obligation to be void otherwise to remain in full force &c, and the said Moses P. Silverthorn avers that the said John Morrison did not prosecute his appeal with effect but at the December term Eighteen hundred & forty three of the said Supreme Court of the State of Illinois said judgment of the circuit Court by the error and judgment of said Supreme Court was affirmed in all things — and neither has the said John Morrison or any one for him paid the amount of the judgment costs interest and damages rendered and to be rendered against him on an affirmance of the judgment in the said Supreme Court nevertheless the said Plaintiff in fact saith that the said Defendant did not nor would well and truly pay or cause to be paid unto the said Plaintiff the said sum of two hundred dollars in said Bond mentioned but made default whereby an action

hath accrued to the said plaintiff to demand and have of and from the said defendants the said sum of two hundred dollars above demanded yet the said defendants although often requested hath not as yet paid the same or any part thereof but so to do hath wholly failed and refused and still doth refuse to the damage of the said Plaintiff of one hundred and eighty three dollars and fifty cents and therefore he sues &c

M J Johnson Pltff atty

Original Bond filed with this declaration

M B J

Endorsed filed 28th Jany 1852

Wm B Bradley clerk

The original Bond is in the words and figures following to wit:

Know all men by these presents that we John Morrison and Henry J Morrison are held and firmly bound unto Moses P Silverburgh assignee of John Hinton in the penal sum of Two hundred dollars current money of the United States for the payment of which well and truly to be made we bind ourselves our heirs executors and administrators jointly severally & firmly by these presents witness our hands and seals this thirteenth day of December A D 1841 — The condition of the above obligation is such that whereas the said John Hinton for the use of Moses P Silverburgh did on the 16th day of November A D 1841 in the Circuit Court in and for the County of Lawrence

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and State of Illinois, recover a judgment against the above bounden John Morrison for the sum of One hundred & Eight dollars and fifty cents damages and Eight dollars and fifty cents costs from which said judgment of the said Circuit Court the said John Morrison has sought for and obtained an appeal to the Supreme Court of said State Now if the said John Morrison shall duly prosecute his said appeal with effect and shall moreover pay the amount of the judgment costs interest and damages rendered and to be rendered against him in case the said judgment shall be affirmed in said Supreme Court then the above obligation to be void otherwise to remain in full force and virtue

Taken and entered into before me at my office in Galena this 13th day of December a D 1841
Wm B Bradley clk

John Morrison (Seal)
Henry J Morrison (Seal)

Endorsed filed 23rd January 1852
Wm B Bradley clk

and afterwards to wit in the March term a D 1852 of said Circuit Court to wit the 8th day of March a D 1852 in the Record of said Court in said cause is the following entry to wit

Moses P Silverthorpe
vs
John Morrison & Henry J Morrison } Debt

The Defendants by their attorny move the Court to strike from the files in this Cause the declaration and Bond attached thereto for Reasons filed.

The Motion is in the words and figures following to Wit:

State of Illinois } Jo Davies County }
John Morrison et al
adts
Moses P Silverthorn

Circuit Court March term A D 1852

The said defendants Come & move the Court to strike from the files in this Cause the Declaration & bond attached thereto, because the Same are & are for a different Cause of action from that on which this Suit was commenced & are filed without leave of Court & for other good & sufficient reasons appearing of Record.

Hoge & Wilson ~~for~~ attys
for Defts

Endorsed Filed March 8th 1852
Wm B Bradley Clerk

And afterwards to Wit on the 10th day of March A D 1852 as Part of the March term A D 1852 of said Court in the Record of said Court in said Cause is the following entry to Wit:

Moses P Silverthorn
vs
John Morrison &
Henry J Morrison

} Debt

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Now at this day came on to be heard the Motion of the Defendants by their attorney to Strike from the files herein the declaration and Bond thereto annexed which after argument is taken under advisement by the Court

and afterwards to wit on the 11th day of March a.d 1852 as yet of the March term a.d 1852 of said Court in the Record of said Court in said Cause is the following entry to Wit

Moses P Silverburgh
vs
John Morrison &
Henry J Morrison } Debt

The Court having fully Considered and being fully advised upon the Motion of the Defendants by their attorney to Strike from the files the declaration & bond thereto attached overrules the Same to which ruling and decision of the Court the defendants by their attorney excepted And on Motion of the Plaintiff by his attorney, the Defendants are ruled to plead by Saturday Morning next

and afterwards to wit on the 12th day of March a.d 1852 as yet of the March term a.d 1852 of said Court in the Record of said Court in said Cause is the following entry to Wit

Moses P Silverburgh }

vs

John Morrison and } Debt
Henry J Morrison }

The Defendants by their attorny moves the Court to be discharged on Common bail & that the Capias stand as a Summons

The Motion is in the words and figures following to Wit

John Morrison
et al } Circuit Court March T 1852
vs
Moses P Silverburgh }

The Defendants come and move to be discharged on Common bail & that the Capias in this Case stand as a Summons because the Cause of action set forth in the declaration is different from that in which Suit was Commenced

Hope & Wilson
for Defdts

Endorsed filed March 12th 1852
Wm N Bradley clerk

and afterwards to Wit on the 16th day of March a D 1852 as part of the March term a D 1852 of Said Court in the record of Said Court in Said Cause is the following entry to Wit

Moses P Silverburgh
vs } Debt
John Morrison &
Henry J Morrison

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The Court overrules the Motion of the Defendants heretofore filed to discharge the Defendants on Common bail & that the Capias stand as a Summons, to which ruling & decision of the Court the Defendants by their attorney excepted and now comes the Plaintiff by his attorney and the Defendants being three times solemnly called came not but make default It is therupon considered by the Court that the Plaintiffs have and recover of the defendants his debt and damages but as those damages are not certainly known, It is ordered by the Court that a writ of Inquiry issue returnable at the present term of this Court

And afterwards to wit on the 19th day of March a d 1852 as pt of the March term a d 1852 of said Court in the record of said Court in said Cause is the following entry to wit:

Moses P Silverburgh
vs
John Morrison &
Henry J Morrison } Debt

The writ of inquiry heretofore awarded in this Cause was this day returned into Court executed and therupon came a jury of good & lawful men to wit" Jonas Thompson Amos W Purdy Philip Byrne J. B Seidner John Barton Daniel Wannemacher Thos Bleist Jonas Trembly James Rankins Thomas Bond R R Oliver & Alex McKillips

who were duly elected tried and sworn well and truly to enquire of debt & damages and on their oaths do say we the jury find & assert the debt of the Plaintiff at the sum of two hundred dollars and his damages at the sum of One hundred & Eighty three dollars and fifty cents It is therupon considered by the Court that the Plaintiff have and recover of the said defendants the debt and damages aforesaid together with his Costs by him about his suit in this behalf expended, and that Execution issue herein for said two hundred dollars the debt aforesaid, to be satisfied by the Sheriff upon his making or the same the said sum of One hundred & Eighty three dollars and fifty cents the damages aforesaid together with the Costs herein

~~and afterwards to Wit~~ on the 22nd day of

The defendants by their attorney asked the following instructions from the Court to Wit

Refused

The jury are instructed that without competent proof of the action & judgment of the Supreme Court the jury must find for the defendants

Refused

That the printed volume from the Supreme Court is mere evidence of the law & not evidence of the final judgment of the Supreme Court

That in order to show the failure of the Defendant Morrison to prosecute his appeal with effect or to show the final judgment of the Supreme Court the Plaintiff must produce the Record or an authenticated Copy under seal or show the loss of the Record & in the absence of such Evidence the jury must find for the defendant

Refused

Endorsed Filed 19th March 1852
Wm V Beasley clerk

And afterwards to Wit on the 23d day of March a D 1852 as part of the March term a D 1852 of said Court in the Record of said Court in said Cause is the following entry to Wit

Moses P Silverburgh
vs
John Morrison & Henry J Morrison } Debt

The Defendants by their attorney come and pray an appeal to the Supreme Court of this State which is granted by the Court Conditioned that the Defendants enter into Bond with Jesse Morrison as their Security in the Sum of five hundred dollars within ten days from the rising of the present term of this Court

and afterwards to Wit on the 30th day of March a D 1852 the said Defendants filed in the Office of the said Clerk as the Circuit Court

an appeal Bond in the words and figures following to Wit:

Know all men by these presents that we John Morrison Henry J Morrison & Jesse Morrison of Ford County Illinois are held and firmly bound unto Moses P Silvanburgh also of the same County and State in the penal sum of Five hundred dollars Current money of the United States for the payment of which well and truly to be made we bind ourselves our heirs executors & administrators jointly, severally and firmly by these presents witness our hands and seals this 27th day of March A D 1852

The Condition of the above obligation is such that whereas the said Moses P Silvanburgh did on the 19th day of March A D 1852 in the Circuit Court in and for the County and State aforesaid recover a judgment against the above bounden John Morrison and Henry J Morrison for the sum of two hundred dollars debt and one hundred & eighty three dollars and fifty cents damages and ten dollars and thirty five cents costs from which said judgment of the said Circuit Court the said John Morrison & Henry J Morrison have prayed for and obtained an appeal to the Supreme Court of said State, now if the said John Morrison & Henry J Morrison shall duly prosecute their said appeal with effect and shall moreover pay the amount of the judgment

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Costs, interest and damages rendered once to be rendered against him in case the said judgment shall be affirmed in the said Supreme Court then the above obligation to be void otherwise to remain in full force and virtue

Taken & entered into before me this 30th day of March a.d. 1852
Wm H Bradley
Clerk

John Morrison (Seal)
Henry J Morrison (Seal)
Jesse Morrison (Seal)

Endorsed filed March 30th 1852
Wm H Bradley Clerk

State of Illinois
Jo Daviess County } Set

I William H Bradley Clerk of the Circuit Court in and for said County do hereby certify that the foregoing transcript is a true full and correct copy from the record of all the proceedings which were had in the aforesaid Cause of Moses P Silverburgh against John Morrison and Henry J Morrison

In testimony whereof I have hereunto set my hand and the seal of said Court at my office in Galena this 27th day of May a.d. 1852

Attest William H Bradley
Clerk

State of Illinois LaSalle County ss.

John Morrison & Henry J Morrison appellants	vs	Supreme Court Third Grand Division To June Term 1852.
Moses P. Silverburg appellee		Appeal from LaSalle.

The appellants assign the following errors.

1st. The Circuit Court erred in overruling the motion of the Defendants to strike from the files the said declaration & bond

2nd The Circuit Court erred in ruling the said Defendants to plead

3rd. And in overruling the motion of the Defendants to be discharged on common bail & that the capias stand as a summons.

4th And in rendering judgment by default in overruling said motion to be discharged on common bail

5th And in awarding a writ of inquiry.

6th The Court erred in refusing the instructions asked for by the Defendants.

7th And in rendering final judgment for the plaintiff below when by the laws of the land judgment should have been rendered for the Defendants below —

8th Because the judgment is rendered for & upon a different cause of action from that upon which the suit was commenced —

9th. Because the defendants below were arrested & called to answer one cause of action & the verdict & judgment was for a different cause.

10th. Because the declaration did not pursue the process.

11th. And because of divers other manifest Errors appearing upon the record.

Hoge & Wilson attys
for appellants

To Davies County
Mod Pilindings
vs
Transcript
John Morrison
& Henry J Morrison

Transcript & adopt of Errors.
Filed June 10th 1852.
J. Delaney Clk.
by J. Rodelano Dep.

Hoge for Errors & opt
Nov 10

John Morrison et al
vs
Moses P. Silverburgh

In the Supreme Court
of the June Term A.D. 1852
Appeal from Jefferson Co.

And now at this time comes the said Moses P. Silverburgh by Johnson Higgins & Shother his attorneys and says that there is no Error either in the records and proceedings aforesaid or in giving the judgment aforesaid and he prays that the Court may proceed to examine as well the records & proceedings aforesaid as the matters aforesaid assigned for Error & that the judgment aforesaid in form aforesaid given may be in all things affirmed &c.

Higgins & Shother & Johnson
Attys for Deft.

Jesse Morrison et al
vs.
Moses P. Silverbaugh.

Writ of error.

Filed July 8th 1852
J. Leland Clk.
By P. K. Leland Dep.

July 12th 1852

And said appellant by E. S. Leland and T. L. Dickey ~~attys~~ assigns, by leave of the said Supreme Court first had, the following additional points of error in said record —

1st It was error to take judgment by default — with out full appearance — there being no seal of the court — to the process —

2nd It was error to proceed to assess the damages in open court after a writ of enquiry had been issued and executed — without first reversing an order of the court setting aside said writ of enquiry on the assessment made thereunder

3d The whole record does not authorize the judgment —

4th The declaration shows no cause of action — & is void for uncertainty

Dickey & Leland
for appellants.

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Galena June 7th 1852

L. Leland Esqr
Ottawa
Illinois.

Dear Sir. Please find enclosed a transcript in case of John Morrison et al appellants vs Moses P. Silverburg appellee, Which please file & issue papers necessary by rules of court - Also find five dollars advance for costs, by appellants

Yours Respectfully,
Hoge & Wilson.

John Morrison et al
vs.
M. P. Silverbury.

Precipe.

Filed June 10th 1852
S Leland Clk
By P K Leland Dep.

John Morrison et al } Appeal from Posey Cir. Ct.
vs
Moses P. Silvenburgh

The first error assigned is that the Court erred in overruling the motion of the defendants to strike from the files the declaration & bond.

To this assignment of Errors there are several answers. First, the motions & reasons are no part of the record, and the Court cannot judicially know what they were 1 Scam 233 G. Greene's Iowa Rep. 447 = 2 Black 402 1 Blackf 429.

2d The motion was in regard to the pleadings and addressed to the discretion of the Court & the order thereon was merely interlocutory for even if the Court had thought the declaration insufficient the Court would have given leave to amend = again the order is merely interlocutory & Error cannot be assigned upon it =

3d The remedy ~~upon~~ was by plea in abatement if the declaration did not pursue the process 11 Ill 573 Weld & Hubbard 3 Gil 74 Smith & Brown But if the affidavit had been defective or the declaration bond were amendable = And Besides;- The motion was properly overruled as the declaration was entirely sufficient Even if the record presents the question it would not be proper to dismiss a suit or strike from the files a declaration where an amendment might obviate the defect = There was no variance - 1 Sand Sup ct Rep 266 8 = 1 Harland & Gillet = 13 Ala - 219 S & R 78 = 5 S & R 35 = 2 Scam 74 = Wann & McEwen =

The certificate of a stand up a bond or affidavit appears not to be the same having been regularly filed & the declaration was sworn to or not = Either Rev. 13 = Stutson & Hughes = 2 Scam 74 = Wann & McEwen =

II - To the 3d assignment of Errors, we reply that it was a matter addressed to the discretion of the Court 2 Gil 259 Bancroft & Eastman 1 Scam Bunner & Ingraham 2 Scam 74 Wann & McEwen =

III The 4 & 5th assignment of Errors requires no answer -

IV The 6th assignment of Errors is answered by saying that the instructions copied into the record are no part of the record;- and this Court cannot see that any instructions were asked for or given unless the bill of Exceptions shows that Exceptions were made at the time of giving the instructions - 11 Mis 402, 8 Ham N.S. 263 =

V The 7th assignment is predicated on the former Errors & of course falls with them

[11936-13]

VI In the 8th assignment of Errors we reply that after verdict a variance between the process and declaration or other paper is no ground for Error. The remedy is by plea in abatement. Boyce 298 Prince & Lamb.

VII The 9 & 10th assignments of Error are of the same character as the 8th & the same answer will apply to them.

VIII There is no bill of Exceptions in this case and no motion for a new trial & there is nothing in the record on which to predicate an assignment of Errors 11 Mis. 214 Kennedy & Henry.

Higgins & Shotter
Attys for Defts
in Error

Again the defendt admitted the debt, & the instructions of course could not have been given as the case was admitted by the default.

To the additional Errors assigned. We reply that there was a seal to the summons as appears from the record. 5 Gill & Johns 234 11 Leigh Virginia Rep P. 511 Parks & Nevolette. 2 Seng & Rawle P. 504. 5 Hum. Mis. 152 Wright & Tredesta. 21. Pick 417. Mill Dam Boundry & Hovey. The Defendant also appealed.

The first count of the declaration is certainly good, it sets out a ~~common count~~ common money bond, & it does not shew that there is any condition annexed thereto. Young & Campbell et al 5 Gill and the court can not intend that there is a condition.

The second count is good. It sets out the condition in haec verba & alleges a breach in the bill pl 506. et post. The recitals in the bond shew the recovery of the judgment & the default admits the affirmance by the Supreme Court

Rule 1. Scanner 148 = Crisfs mark 84 Matthews =

[11936-14]

John Morrison et al
vs
Brief=
Moses P. Silverbaugh—