

Hart Vs. James

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Court : US Supreme Court

Decided On : 1788

Appeal No. : 1 U.S. 355

Appellant : Hart

Respondent : James

Judgement :

HART v. JAMES - 1 U.S. 355 (1788)

U.S. Supreme Court HART v. JAMES, 1 U.S. 355 (1788)

1 U.S. 355 (Dall.)

Hart et al.

v.

James. 2 Actions

Supreme Court of Pennsylvania

September Term, 1788

These actions were brought upon three promissory notes, two of which (included in one declaration) had been indorsed to the Bank; and the third was in the possession of Messrs. Hartshorne and Large, as a collateral security from the Plaintiffs, for the payment of a debt amounting to nearly the sum mentioned in the

note. In both actions judgments had been entered generally, on the 28th of April, 1788, with an agreement in each, that the quantum should be ascertained by a reference, and a report made to next term. The referees, however, were not appointed until the 8th of July, 1788, six days after the commencement of the term, and they made no report until the 5th of August following; when one report was made in favor of the Plaintiffs, for one sum, including what was due in both actions. On the 8th of August the Plaintiffs applied for writs of execution; but, upon the Prothonotary's expressing a doubt as to the manner of issuing them, on account of this consolidation of the sums in the report, the Plaintiffs prevailed on the referees separately, and without the consent or knowledge of the Defendant, to sign the following explanatory certificate: 'For the better explanation of our report in the actions of John Hart and Chamless Hart against Benjamin James, we find due to the Plaintiffs in the first action the sum of L325. 19. 5. and, in the second, the sum of L668. 2. 9.' This certificate was filed on the 15th of August when writs of fieri facias were taken out, without giving notice of the report to the Defendant; who, however, accidentally heard of it, and on the 18th of August, after the executions were issued, he filed the following exceptions. [355-Continued.]

1. That one report is made in two actions, severally referred.
2. That the Referees filed a supplementary report without the knowledge of the Defendant, at the instance of the Plaintiffs.
3. That the first report is on condition, and therefore the Referees have mistaken a plain point of law; the second report being made after their authority had expired.
4. That the promissory notes for which the actions were brought, are not in the Plaintiffs hands, but assigned for a valuable consideration, and, therefore, there is no legal cause of action.

The exceptions being opposed by Fisher for the Plaintiffs, and supported by Ingersoll and Dallas for the Defendant, the Court seemed clearly of opinion, that the first report could not be maintained; that the supplementary report was irregular; and that the rule of reference to report to next term, did not authorise the

issuing executions upon the report into office during the vacation (particularly without notice to the Defendant) although a term had intervened between the entering of the rule, and the appointment of the Referees.

No opinion was given on the other points, but the execution and report were, for the above reasons, set aside, and the actions, by consent, referred de novo.

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