

Bond vs. Haas' Exrs

Bond vs. Haas' Exrs

SooperKanoon Citation : sooperkanoon.com/78029

Court : US Supreme Court

Decided On : 1791

Appeal No. : 2 U.S. 133

Appellant : BOND

Respondent : Haas' Exrs

Judgement :

BOND v. HAAS' EXRS - 2 U.S. 133 (1791)

U.S. Supreme Court BOND v. HAAS' EXRS, 2 U.S. 133 (1791)

2 U.S. 133 (Dall.)

Bond

v.

Haas's Executors

Supreme Court of Pennsylvania

September Term, 1791

This was a Scire Facias on a mortgage, dated 15th August 1777, for the payment of L 250. at four per cent, current

Page 2 U.S. 133, 134

money of Pennsylvania, in one year. At the time the mortgage was executed continental money was depreciated, and at three for one. The plaintiff insisted that the whole sum should be paid in specie, and offered to prove that Adam Haas, in his life time, informed a Scrivener, that the money he had received was as good to him as gold and silver; that it was so, in effect, to the plaintiff; that he was sensible that he ought to pay her specie, and desired the Scrivener to draw a writing to secure it; and that Haas died soon after, before he had an opportunity of executing any instrument to secure it to the plaintiff. The defendant opposed the admission of this evidence: And

By the Court: This would be, in effect, altering the contract, and increasing the value of the money, in direct opposition to the act of Assembly. It is settled in the case of Lee and Biddis* that such evidence shall not be received. The evidence stated, is not to explain the contract, but to prove a new and a different one: And if such an offer as is mentioned created any legal obligation, a different suit must be brought to enforce it. The witness, therefore, must be rejected.

The plaintiff thereupon suffered a nonsuit. Footnotes

[[Footnote *](#)] 1 Dall. 135. But fee, likewise, Dall. 267. Hollingsworth versus Ogle.

SooperKanoon - India's Premier Online Legal Search - sooperkanoon.com