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

Catlett Vs. Brodie

Catlett Vs. Brodie

SooperKanoon Citation : sooperkanoon.com/79001

Court : US Supreme Court

Decided On : 1824

Appeal No. : 22 U.S. 553

Appellant : Catlett

Respondent : Brodie

Judgement :

Catlett v. Brodie - 22 U.S. 553 (1824)
U.S. Supreme Court Catlett v. Brodie, 22 U.S. 9 Wheat. 553 553 (1824)

Catlett v. Brodie

22 U.S. (9 Wheat.) 553

APPEAL FROM THE CIRCUIT COURT

OF THE DISTRICT OF COLUMBIA

SYLLABUS

Under the Judiciary Act of 1780, ch. 20, s. 22, the security to be taken from the plaintiff in error by the judge signing a citation on a writ of error must be sufficient to secure the whole amount of the judgment, and is not to be confined to such

damages as the appellate court may adjudge for the delay.

MR. JUSTICE STORY delivered the opinion of the Court.

A motion has been made to dismiss this and several other suits unless the plaintiff in error shall give new bonds for the prosecution of the writ within a limited period, to be fixed by the court, upon the ground that the writs of error have been allowed by the judges of the Circuit Court for the District of Columbia upon bonds being given in small sums to respond the damages and costs, the debts secured by the judgments being very much larger.

The Judiciary Act of 1789, ch. 20, s. 22, requires every judge or justice signing a citation on

Page 22 U. S. 554

a writ of error to take good and sufficient security that the plaintiff in error "shall prosecute his writ to effect, and answer all damages and costs if he fails to make his plea good." A writ of error lodged in the clerk's office within ten days after the rendition of judgment operates as a supersedeas of execution, and the question arises whether, in cases where it operates as a supersedeas, the security taken by the judge or justice ought not to be sufficient to secure the whole amount of the judgment.

It has been supposed at the argument that the act meant only to provide for such damages and costs as the court should adjudge for the delay. But our opinion is that this is not the true interpretation of the language. The word "damages" is here used not as descriptive of the nature of the claim upon which the original judgment is founded, but as descriptive of the indemnity which the defendant is entitled to, if the judgment is affirmed. Whatever losses he may sustain by the judgment's not being satisfied and paid after the affirmance, these are the damages which he has sustained and for which the bond ought to give good and sufficient security. Upon any suit brought on such bond, it follows of course that the obligors are at liberty to show that no damages have been sustained, or partial damages only, and for such amount only is the obligee entitled to judgment.

In the present case and in the other cases which are in the same predicament, the Court directs

Page 22 U. S. 555

that these suits stand dismissed unless the plaintiff in error shall give good and sufficient security to an amount to secure the whole judgments on which the writs are brought within thirty days from the rising of this Court, such security to be taken and approved by any judge or justice by whom a writ of error or citation may be allowed.

ORDER. It is ordered by the Court, on motion of Mr. Key, of counsel for the defendant in error, that this cause do stand dismissed unless the plaintiff in error shall, within thirty days from the rising of this Court, give a bond with good and sufficient security in due form of law to prosecute his writ with effect and to answer all damages and costs if he fail to make his plea good, the amount of such security to be sufficient to secure the whole judgment in case the same shall be affirmed and be not otherwise discharged, such security to be taken and approved by any judge or justice who is authorized to allow a writ of error and citation on the said judgment.

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