Case No. 11,671.

REILING v. BOLIER.

{3 Cranch, C. C. 212.}[1]

Circuit Court, District of Columbia. Dec. Term, 1827.

JUDGMENT—DEFAULT—UPON WHAT TERMS SET ASIDE.

A judgment by default, and writ of inquiry, in the county of Washington, may be set aside at the next term, upon affidavit of merits, payment of costs, pleading to issue to the merits instantei, and offering ready for trial.

Motion by C. C. Lee and Mr. Jones, for defendant, to set aside an interlocutory judgment by default, and quash the writ of inquiry; upon affidavit of merits, payment of costs, pleading to issue of the merits instanter, and offering ready for trial. Tidd, Prac. 507, 508.

THE COURT, (MORSELL, Circuit Judge, doubting,) after examining the decisions of this court, and not finding any directly to the point, where the judgment was interlocutory and writ of inquiry awarded, granted the prayer of the defendant's counsel upon the terms offered This would have been the regular trial-term if the pleas had been regularly filed

The cases examined by the court, were McCleod v. Gloyd {Case No. 8,697}; Ault v. Elliott {Id. 655}; special bail of Morte, at April term, 1823; Ringgold v. Elliott {Id. 11,844}, at April term, 1824; Williamson v. Bryan {Id. 17,751}, at April term, 1823; French v. Venable {Id. 5,105}, at December term; Union Bank v. Crittenden {Id. 14,354}, at April term, 1821; McCormiek v. Magruder {Id. 8,723}, at April term, 1821; Sherburne v. King {Id. 12,759}, at June term, 1820; Jones v. Llewellyn {Id 7,477}, at December term, 1819, and March, 1820. See, also, 2 Har. Ent. 88, 121; Goldsworthy v. Southcott, 1 Wils. 243; 2 Saund. 7, note 3.

Trial and verdict for plaintiff, $120.

[1] {Reported by Hon. William Cranch, Chief Judge.}