

RINGGOLD v. GLOVER.

{2 Cranch, O. C. 427.}¹

Circuit Court, District of Columbia. Oct Term, 1823.

MARSHAL—PEES—POUNDAGE—CAPIAS.

A defendant committed in execution upon a ca. sa. is liable to the marshal for his poundage, which may be recovered in an action of assumpsit

Assumpsit. The declaration set forth a judgment in this court by Owen and Longstreth against the defendant, Glover, for \$680.74, with interest &c., and costs, and a ca. sa. thereon, upon which he was taken by the plaintiff, then marshal, &c, and upon the return thereof was committed in execution, “whereby the said defendant was justly indebted to the plaintiff, Ringgold, in the sum of \$27.85, for his risk and services as poundage and other fees for executing the aforesaid writ of ca. sa. to him as marshal of the said district directed,” and being so indebted, in consideration thereof, promised to pay, &c. The case was submitted without argument; and—

THE COURT (THRUSTON, Circuit Judge, absent) decided that the defendant, under those circumstances, was liable; whereupon he confessed judgment.

{See Cases Nos. 10,628-10,630.}

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

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