

TURNER v. WHITE.

[4 Cranch, C. C. 465.]²

Circuit Court, District of Columbia. May Term, 1834.

PLEADING AT LAW—DEBT ON SINGLE BILL—PLEA OF PAYMENT.

1. A single bill may be declared upon according to its legal effect
2. Upon the plea of “payment.” it is not necessary to produce in evidence the single bill.
3. The plea admits its execution, and that it is truly stated in the declaration.

Debt on a single bill, in the following words: “On demand we bind ourselves, our heirs, &c, to pay to Richard Turner, his heirs, &c, \$651. Witness our hands and seals,” &c. “George White (Seal).” The declaration was in the name of John Pratt, and John Pratt, Junior, executors of Richard Turner, with a profert of the letters testamentary, by which it appeared that a certificate was “granted to John Pratt, Senior, and John Pratt Junior, for obtaining a probate” of the will, “in due form.”

Mr. Hewitt, for defendant, objected that the letters testamentary did not support the averment that John Pratt and John Pratt, Junior, were executors of Richard Turner.

The COURT (THRUSTON, Circuit Judge, contra) overruled the objection.

Mr. Hewitt then objected to the admission of the single bill in evidence to support the averment that the defendant “acknowledged himself to be bound” to the plaintiff’s testator in the sum of \$651.

But THE COURT (nem. con.) overruled the objection; being of opinion that the single bill was well set out according to its legal effect.

And CRANCH, Chief Judge, said, that on an issue upon the plea of payment, it is not necessary for the plaintiff to produce the single bill in evidence; as the plea admits its execution, and that it is such an instrument as is averred in the declaration, or appears on oyer.

² [Reported by Hon. William Cranch, Chief Judge.]

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