UNITED STATES v. COFFIN.

Case No. 14,823.
{Bee, 140.}[1]

District Court, D. South Carolina. May 10, 1799.

DEED—SEAL—WHAT SUFFICIENT.

A mark with ink, acknowledged by the maker of a deed to be his seal is sufficient to create a specialty, though no wax, wafer, or other similar substance be used.

This was an action of debt on a—customhouse bond. An exception was taken to the validity of the seal which was in the following form.

No wax or wafer had been used; but the bond had been duly delivered, and that mark acknowledged by the obligor to be his seal.

It was contended for the defendant {Ebenezer Coffin} that as the ground of action was an obligation declared to be under the hand and seal of the party, and as the profert did not support this, debt would not lie, and the plaintiff ought to be nonsuited. That the action of debt must be founded on a specialty, to create which a seal was necessary. That the court would take as the seal of the party any substance on which an impression might be made; but that none such existed: here. That if the reason of the law requiring a seal had ceased, the mode, perhaps, ought also to be done away; but that the power of dispensing with it rested with the legislature, and not with the judges, who must take the law as they find it. 2 Comyn, 635, 637; Esp. 96; Co. Lift. 35–37; Dyer, 13.

ELLSWORTH, Circuit Justice, delivered the opinion of the court that the seal in this form, having been acknowledged by the party to be his, was sufficient.

Objection overruled.

[1] {Reported by Hon. Thomas Bee, District Judge.}