

In the Supreme Court,
Decr. 7. 1832

Simpson & Wade ?
vs
H. Underhill & Co ?

12 And the said Simpson & Wade, by their Attorney, come & say, that in the record and proceedings aforesaid, and also in the giving of Judgment, aforesaid there is manifest error in this to wit: That it appears from the record and proceedings aforesaid, that this suit was originally commenced before a Justice of the peace upon a note in writing, signed by the said Simpson & Wade, the whole amount of which exceeded One hundred dollars, it being for One hundred & 91/100 Dollars, that Judgment was thereupon rendered by the said Justice of the peace for the sum of \$71. and costs of suit: that the said suit was taken by ^{Certiorari} ~~affidavit~~ into the Circuit Court and that the said Circuit Court, affirmed the judgment aforesaid of the said Justice, whereas by the law of the land, no such judgment could be properly rendered, by the Circuit Court upon the note aforesaid, in manner aforesaid, for want of jurisdiction in the Court, in which said suit was instituted, to wit in the Court of the Justice of the peace aforesaid —

And the said Simpson & Wade pray, that the judgment aforesaid, for the errors aforesaid may be reversed, annulled, and altogether

held for nothing, and that they may be
restored to all, that they have lost by oc-
casion of the said erroneous judgment —

Ewing & Davis
attys for plffs.

Let a supersedeas be issued in this cause
upon the plaintiffs in error entering into
bond with William Marshall, and
John T. Draper security according to law.
27th November 1832.

J. W. Smith
Justice Sup. Court

Simpson & Wade
vs E. J. Eganment of Errors

Unduhill & Co

Filed Dec. 6, 1832
J. M. Duncan