

12782

No. _____

Supreme Court of Illinois

Garfield

vs.

Douglass

155 = 52

George W. Burdett

of the City of New York

1859

155

12782

Prepared

for Supd.

James W. Garfield J. J. J.
to ~~246~~ 52

John S. Douglass & J.
Recd

Error from Circuit Court

Filed April 22, 1858

L. Leland

Pr. J. J.

OK

Fee 55.50

Recd by Garfield

State of Illinois } Pleas Upon the Honorable Madison
Adelle County } E. Collector Circuit Judge for the ninth
Judicial District of the State of Illinois
and the presiding judge of the Adelle County Circuit
Court at a Court commenced and held at the
Court House in Ottawa in said County and State on the
second Monday in May the second being the
twelfth day of May in the year of our Lord one
thousand eight hundred and fifty six and of the
Independence of the United States of America the
Eighteenth
Present

The Honorable Madison E. Collector	Presiding Judge
John H. Cook	Clerk
William H. L. Wallace	State Attorney
Francis Warner	Sheriff

It is remembered that on the 11th day of February 1856
a certain appeal bond & transcripts were filed in this
office of the Clerk of the Circuit Court of said County in
the words and figures following to wit:

Bond

"Know all men of these presents that we John B. Douglass
and Meirs Stewart an bond and jointly bound into
James W. Garfield in the penal sum of twenty dollars
lawful money of the United States for the payment well
and truly to be made in kind or value in his and
administration jointly severally and jointly of their bonds.

The condition of the above obligation is such that
Whereas the said James W. Garfield did on the 17th
day of January 1856 upon Nicholas Doreau a justice
of the peace for the County of Adelle render a judgment
against the said defendant John B. Douglass for the
sum of one hundred dollars out of which judgment
the said John B. Douglass has taken an appeal to the
Circuit Court of the County of Adelle and State of Illinois

Now if the said John B. Dingle shall prosecute his
appeal with effect and shall pay whatever judgment
may be rendered by the Court upon dismissal or trial
of said appeal then the said Allegation to be void
otherwise to remain in full force and effect.

Approved by me as my J. B. Dingle (Seal)
office this 7th day of Jan. 1836 By Morris Knutson his
Nicholas Inman, P. M. Attorney at law
Morris Knutson (Seal)

Transcript

John B. Dingle vs James W. Garfield = 1836 12th day
of January on application of Morris Knutson (who filed
a writ for writs) summons issued returnable on the 19th
instant 2 o'clock P. M. delivered to Mr. Knutson
Knutson = Demand Assumpsit \$100. or = 1836
19th day of January summons returned and read
Service of making to defendant January 16th 1836
J. R. B. Leggett Knutson = Hough & Perkins for J. B.
Dingle. Bull and Blanchard for defendant appeared
and joined issue - defendant filed an affidavit that he
had not executed the note produced upon which issue
was joined and joined for plaintiff - defendant then
pleaded a former suit in bar and introduced J. R.
Moffatt Esq. P. M. with his docket (and some materials)
in which docket said judgment was contained, it
was claimed on part of plaintiff that said judgment on
said Moffatt's docket was a judgment of non suit - but
was held to be a judgment on the merits. It was therefore
adjudged & determined that said defendant had
judgment against plaintiff for his writ - said D. L.
Hough took possession of said note 1836 7th day of July
appeal bond filed & approved - the cause cause
appealed to Circuit Court.

parties fees Docket entry 12 1/2, summons 18 1/4, Subp
for J. B. 18 1/4, notice to J. R. B. 25. Costs 3 1/2
entry judgment 25 = Knutson fees on summons 30
Subp. 18

State of Illinois } I the undersigned a justice of the peace
Adair County } do and for the said County do
certify that the above manuscript and the
papers annexed contain a full and perfect statement
of all the proceedings and of the judgment before me
in the above entitled cause

Nicholas Duncan, J. P. (Seal)

And afterwards to wit: on February 11th 1836 a summons
was signed out of and under the seal of said Court in the
words and figures following to wit:

'State of Illinois } The People of the State of Illinois to the
Adair County } Sheriff of said County Greeting

We command you to summon
James W. Garfield if he found in your County
personally to be and appear before the Circuit Court of said
County on the first day of the next term thereof to be holden
at the Court house in Ottumwa on the 12th day of May next
to defend the suit which John G. Douglass instituted
against him and against whom judgment was rendered
before Nicholas Duncan a justice of the peace of said County
on the 19 day of January 1836 for the sum of \$11.85 out
from which said judgment said Douglass has taken an
appeal to the Circuit Court of said County and further
to do and perform whatever said Court may there
and then consider in the premises. And hear you there
and there this writ

Witness John F. Nash Clerk of said Court and the
(Seal) Seal of said Court at Ottumwa this 11 day of
February A.D. 1836

J. F. Nash Clerk

Said summons was filed in said Clerk's office on the
10th day of May 1836 with the return of the Sheriff
in the words and figures following to wit:

"Executed this writ by reading the same to the within
named James W. Garfield March 22^d 1836
J. Warner Sheriff
By L. S. Harris Deft."

On Monday May 12th 1838 the same King em of
the dep of the said May term of said Court for said
year a certain order was entered of record in said cause
in the words and figures following to wit:

"John^d Douglass ^{vs} Appeal
James W. Garfield The defendant of Straits Bull
his attorney moves the Court to
dismiss this appeal."

And afterwards to wit: on Wednesday November 26th
1836 the same King em of the dep of the November term
of said Court for said year the following order was
entered of record in said cause viz:

"John^d Douglass ^{vs} Appeal
James W. Garfield This day the plaintiff comes by
D. L. Hough his attorney and the
defendant by James Straits his attorney and by agreement
of parties it is ordered that this suit be continued at the
plaintiffs next term."

And afterwards to wit at the same term of said Court
for the year 1837 ^{then} further orders were made
and entered of record in said cause in the words
and figures following to wit:

"Tuesday June 23rd"

John G. Douglass 3

James W. Garfield 3 ^{Appeal}
By agreement of parties it is
ordered by the Court that this
cause be set for trial on Thursday morning."

Thursday June 25th

John G. Douglass 3

James W. Garfield 3 ^{Appeal}
This day comes the plaintiff by
J. S. Hough his attorney and the
defendant by Strain & Ball and Eldridge his attorneys
and therefore come the following jurors of a freehold:
E. S. Beardsley, David Green, William Peggart, William
Hendrick, David Thompson, Thomas J. Wade, Freeman
Austin, William H. Pomeroy, Sybamus Cook, J. B.
Brown, James Prescott and Clarkson Martin who are
duly sworn and bind and sworn to well and truly try the
issues herein according to the evidence; and after
hearing the testimony and arguments of counsel the
jury return to consider of their verdict; and after due
deliberation thereon had return into Court the
following verdict to wit: "We the jury find for the
plaintiff and assess his damages at one hundred
dollars."

Defendants cannot move the Court for a new trial
which motion is denied by the Court. To which decision
of the Court defendants attorneys except.

It is therefore considered by the Court that the
plaintiff have and receive of the defendant one hundred
dollars for his damages and his costs and charges of him
herein expended as well as in the Court below and that
he have execution therefor."

"Friday June 26th"

John B. Douglass.

²⁰ James W. Garfield

Appeal

The defendant by his Counsel
pays the Court for an appeal bond
to the Supreme Court, which is granted, upon condition
that the defendant within ten days from this date file an
appeal bond payable to the plaintiff in the penal sum
of three hundred dollars with E. M. Garfield and A. E.
Dorling as his security; It is further ordered by the Court
that the parties have ten days to prepare and
file a bill of exceptions.

On the 6th day of July A.D. 1887 the defendant by his
Counsel files his bill of exceptions in the words and
figures following to wit:

State of Illinois, Circuit Court, June.
La Salle County } Term thereof A.D. 1857.

John G. Douglass
vs
James M. Garfield, } Appeal,

Be it remembered that
on the trial of the above entitled cause
the plaintiff to maintain the issue on
his part offered to read to the jury, a
paper purporting to be a promissory note
in the words and signed following, to wit,
"\$100.00" La Salle ^{Ill.} June 14th 1854 "Eight months
after date I promise to pay to the order of
John Coley one hundred dollars without
deduction for value received 2242
at the Bank of Hannibal, Missouri J. M. Garfield "

on the back of which note is the following
endorsement "Pay the within note to John
G. Douglass, John Coley" to the introduc-
tion of which the defendant by his counsel
then and there objected, on the ground that the
defendant had denied the execution of this
note by a plea of non est factum, verified
by affidavit, which plea is as follows
to wit,

"State of Illinois, Justice Denning Court
La Salle County } January 11th 1856
John G. Douglass

vs
James M. Garfield } Defendant, Demand \$100.
The above named defendant being duly
sworn on oath says that he did not make
the said promissory note offered in evidence
against him by the plaintiff, and of this
he puts himself upon the jury

Subscribed and sworn
to before me this 19th
day of January 1836.
J. M. Higfield "

The Duncan J. 78 "

And to which plea
the plaintiff by his counsel filed the
following replication "The above named
plaintiff comes in by his said atty. and for
answer to said plea above pleaded -
saying that ^{the said} ~~same~~ note offered in evidence
is said Higfield's debt & note &c,

Jenkins & Hugg

Attys for Defd.

Whereupon the plaintiff called a witness
who testified to the court that the said
defendant admitted the signature to the
said promissory note to be his genuine
signature, but that said defendant stated
to said witness in the same conversation that
said note had been altered ~~in the words~~
~~and~~ by inserting the words "at the Bank of
Demer Belmore" ^{Bank} in a material part ^{subsequently} of the
signing of the same by said defendant.
by some other person than himself, and
without his knowledge or consent, ~~to the~~
~~giving of which testimony the defendant~~
~~then and there objected which objection~~
~~was by the Court overruled, and that the~~
~~witness was permitted to go to the jury.~~
~~All said plaintiff and permit to leave~~
~~said note in evidence to the jury, to the~~
~~overruling of which objection must per-~~
~~mitting said note to be given in evidence~~
~~to the jury the defendant by his counsel~~
~~then and there objected.~~

Be it further remem-
bered that on the trial of the above en-
titled cause the defendant to maintain

And whereupon the court committed the said objection of said
defendant, and permitted said plaintiff to go to the
jury in evidence to the jury to the overruling of which objection
must permit to leave said note in evidence to the jury, to the
overruling of which objection must permit to leave said note in evidence
to the jury the defendant by his counsel then and there objected.

the issue on his part, was in evidence
to the jury a transcript from the docket
of Crown & R. Moffatt Police Magistrate
of the City of LaSalle in said County and
State for the purpose of moving a former
suit in bar between the same parties
on the same promissory note, and which
the plaintiff by his attorney then and there
admitted, was the same promissory note
now in suit, ~~which transcript is as follows~~
"John" Dauphas }

James H. Garfield } November 28th 1855,
Summons issued to Robert B. Cogswell
Constable returnable on the 8th day of Decem-
ber 1855 at one o'clock P.M. Summons \$100.
H. Heustadt Secy for a t's. Summons
returned "Served by leaving to the within
named left this 30th day of November 1855
R. B. Cogswell Const." ^{per 309}

December 8th 1855 first called, parties
appeared, Plaintiff declared on a note of
hand claimed to have been given by deft
to John Cole dated ^{from} January 14 1854 and
assigned to plaintiff, deft. made oath
by affidavit that he did not execute
said note as it appeared in Court, i.e.
the note had been altered. Plaintiff
failed to substantiate the contrary,
Judgment for defendant is therefore
rendered for costs.

Justices fees \$1⁰⁰/4, 2 Subpoenas 37⁰⁰/4, Swearing
1 wit. 24, oath affidavit deft 31⁰⁰/4,
Constable fees 48.

Cate of Illinois
Said County, J. P. Crown & R. Moffatt
Police Magistrate of said County do
hereby certify that the above is a true

4
and perfect transcript from my docket
of the above entitled suit. Given under
my hand and seal at La Salle in said
County this 17th day of May A.D. 1876.

E. R. Moffat Seal
Police Magistrate

Be it further remembered that on the
trial of ~~the above entitled~~ ^{said} cause, the
plaintiff offered to read as evidence to
the jury the following statement in writing
of D. F. Garfield.

Douglas }
vs }
Garfield }

The facts of this
cause so far as I know them are as
follows on the trial of the first cause
between the parties I acted as atty for
Pltff and sent on a prom note
Dett Garfield appeared & plead non
est factum verified by oath. I was
taken on that I was here after hearing
the evidence the Court being E. R. Moffat
Police Magistrate in the City of La Salle
intimated an opinion or expressed his
opinion in favor of the defendant, there
upon as attorney for the Pltff I asked
for a non suit. As the granting of which
the defendant by his attys objected on
the ground that it was too late after
some little discussion I left well before
my final decision was announced.
Some time after that I was requested
to go to said Moffat's office to see what
the trouble was about the plaintiff
getting an appeal. and I went over
and found an appeal bond ready

and understood the objection to receiving
it was that it had not been offered
within 20 days. I thereupon examined
the docket, and found that ^{the} 20 days had
expired. The judgment having been ren-
dered on or about the 8th day of Dec-
ember 1853, and it was then about the
first of January 1854. I then informed
Morris Neubadt the party that was offer-
ing to file said appeal bond - that it
was of no importance or something to
~~that~~ ^{this} effect is there was a non suit
rendered and that suit could be brought
again on the same note. I had just
then examined the docket of the said
justice and found that a non suit
had ^{been} entered some few days thereafter
I commenced or caused to be commenced
another suit on said note before Nicholas
Duncan an other justice of the Peace
in La Salle. And when I was in attendance
at Duncan's office to try said cause
was the next time I saw the cause on
the docket of the said E. R. Moffatt.
And on looking it over I found the words
non suit had been erased, and the words
defendant inserted in stead, and
perhaps the words "for costs" ^{added} but I
am not sure. And on ~~the~~ ^{the} that the
said Duncan ~~declared~~ ^{decided}, it was not
competent for plff. to move the altera-
tion aforesaid & found in favor of defend-
ant from which an appeal was taken
and is the same cause now pending at
this term of the La Salle Circuit Court
June 1st 1857.

D. P. Jenkins.

On the back of the foregoing paper is
the following agreement in writing to wit

6.
It is hereby agreed that the within
statements shall have the same effect
as if Mr. Jenkins were here and offered
as a witness by the plaintiff: reserving
no objections or exceptions as to com-
petency of the testimony and reserving
no right to rebut, contradict, or
impeach, or cross examine said Jenkins
if he is present at the trial.

Strain & Blanchard

Attys for Deft,

D. L. Haugh

Atty for Plff. "

~~Which statements were produced for~~
the purpose of showing that said
Police Magistrate at the time of said
trial before him rendered a judgment
of nonsuit against said plaintiff,
but that he afterwards changed said
judgment of nonsuit to a judgment in
favor of the reading of which statement
to the jury the defendant by his counsel
then and there objected which objection
was by the Court ~~then overruled~~ overruled,
and said plaintiff was by the Court then
and there permitted to read said statement
in evidence to the jury to the overcoming
of which objection and permitting said
statement to be read the evidence to the
jury the defendant then and there ex-
cepted.

Be it further remembered that
on the trial of said cause said defend-
ant called as witnesses James Strain and
C. F. Bull who testified in substance
that they were present at the trial of
said cause before the said Police
Magistrate: that after all the testimony

in the trial had been introduced
and the cause argued by counsel on
behalf of plaintiff and defendant
the said Police Magistrate said that he
would give a judgment in bar against
the plaintiff; whereupon D. T. Jenkins
Esq. who was then acting as attorney for
for the plaintiff asked for a judgment
of non suit. That said Police Magistrate
then stated that he had several times
intimated to Mr. Jenkins what his
judgment would be hoping he would
take a non suit and that it was now
too late to take a judgment of non suit
and that his judgment would be a judg-
ment on the merits of the cause and
in bar; but what entry was really
made by said Police Magistrate and
witnesses were unable to state.

Be it further
remembered that on the trial of the
above entitled cause the plaintiff
asked the Court to give to the jury
the following instruction ~~to wit~~:

Given
"A judgment of non suit
does not bar another suit if the judg-
ment which was entered up by Esq.
Moffatt was when it was entered
up a judgment of non suit. Esq.
Moffatt had no right on any other
day or at any other time to alter the
judgment so as to make it a judgment
in bar, and if he did so the judgment
beis only the effect of a non suit.
and does not bar this suit." Porter
going of which the defendant by his
counsel then and there objected, which
objection was by the ^{Court} overruled and

and such instruction was by the Court then and then given to the jury, to be overruling of which objection and the giving of which instructions the defendant by his counsel then and there accepted.

Be it further remanbered that on the trial of said cause the defendant by his counsel asked the Court to instruct the jury on his behalf as follows
 1 If the jury find that there was another suit commenced before E. R. Moffatt a Police Magistrate of the County of LaSalle upon the note introduced in evidence - and that a judgment in bar was rendered in such suit in favor of the defendant for costs, such judgment if unversed is a complete bar to this suit.

2 That a transcript from the judgment of the Magistrate duly authenticated by him is prima facie evidence of the facts therein stated, and the onus of showing there is no such record, or that the record of such judgment has been altered is upon the plaintiff.

3 If the jury believe from the evidence that the transcript introduced in evidence is a correct transcript from the Magistrate's book of the judgment rendered by him they shall find for the defendant. provided they find there was no alteration of the original judgment.

4 If the jury find that the words "at the Bank of Herman Baldwin" are inserted in the body of the note after its execution & without the assent

Plaintiff

Plaintiff

Plaintiff

For many of the Quakers, it was in this way (the positive instruction as to appearance in public given above)

[illegible]

12701-2

James H. Garfield on the issues
afore said, and there upon the said James
H. Garfield by his Counsel moved
the Court to grant him a new trial
on account of the supposed errors
and misdirections of the Court, which
motion was by the Court overruled
and a new trial refused, to the over-
ruling of which motion and the refusing
to grant a new trial as aforesaid
said defendant by his Counsel then
and there excepted, and in as much as
all of the aforesaid matters and
things do not appear of record may be
that the judge of said Court wanted
his hand and seal to this Bill
of exceptions containing the several
matters and things aforesaid according
to the statute in such case made and
provided, and there upon the said Judge
at the request of said Counsel for
said James H. Garfield did sign and
seal this Bill of exceptions pursu-
ant to the ^{provision} statute in such case made
and provided

M. E. Hollister Seal

State of Illinois } John A. Paul Clerk of the Circuit
Haskell County } Court in and for said County and
State do hereby certify that the above and
following comprises a true full perfect and complete
record in the case of John A. Douglass vs James W.
Baird as the same appears of record and is filed in
my office

Do Testimony Whereof I have subscribed at my
hand and the seal of said Court at Ottawa
this 22^d day of April A.D. 1838
J. F. McNeill

And now comes the said James W
Garfield Plaintiff in error by Glover
Hook his atty and says that in the
record and proceedings aforesaid
and in the rendition of the Judgment
aforesaid there is manifest error
in this to wit

1st The Court erred in admitting the
note in evidence the execution
thereof having been denied under
oath and no sufficient proof of its
execution having been given

2^d The Court erred in admitting the
note in evidence because it had
been attested in a material part

3^d The Court erred in admitting
the statement of S. P. Conkling in
evidence

4th The Court erred in giving the instruc-
tion asked by plaintiff in the Court
below

5th The Court erred in rendering
the Judgment aforesaid in manner
& form aforesaid
For which errors and others in said
record manifest mistakes that said
Judgment be reversed

Glover Hook atty for plaintiff in error

James W. Garfield

John G. Douglass

{ In the Supreme Court
Do Appeal Term A.D. 1889

And now comes the
said appellee & says there is no error in
the record & proceedings & rendition of
judgment aforesaid

D. L. Strong

Atty for Appellee

Know all men by these presents that we
James W. Garfield as principal and Elias
G. Spalding, ^{and John W. Condit} as sureties are held and firmly
bound unto John G. Douglass in the penal
sum of two hundred and fifty dollars
lawful money of the United States for
the payment of which well and truly
to be made on kind ourselves our
heirs executors and administrators
Jointly Severally & firmly by these presents
sealed with our seals and dated this
18th day of May A.D. 1858

The condition of this obligation
is such that whereas the said John G. Douglass
did at the November Term A.D. 1857 of the
Circuit Court of LaSalle County Illinois
recover a Judgment against the above
bounden James W. Garfield for the sum
of one hundred dollars besides costs
from which said Judgment the said Gar-
field has sued out a writ of error to
the Supreme Court of said State which
writ of error has been made a super-
seas by the order of said Supreme
Court Now if the said Garfield shall
prosecute his writ of error with effect and
withstand and shall pay the said Judgment

and all interest cost and damage ~~that~~
may be awarded against him in
case said judgment shall be affirmed
in the said Supreme Court then this
obligation to be void
Witness our hands & seals this 11th day of
May A.D. 1858

Attest
John W. Conlyan
E. G. Spaulding

Seal
Seal
Seal

246
James W. Garfield
vs
John W. Douglass
Superior Court

Filed May 13. 1858
L. Leland
Clerk

STATE OF ILLINOIS,
SUPREME COURT,

} ss. The People of the State of Illinois,
To the Clerk of the Circuit Court for the County La Salle Greeting:

Because, In the record and proceedings, as also in the rendition of the judgment of a plea which was in the Circuit Court of La Salle County, before the Judge thereof, between John G. Douglass

plaintiff, and James W. Garfield

defendant, it is said manifest error hath intervened, to the injury of the aforesaid defendant

as we are informed by his complaint and we being willing that error should be corrected, if any there be, in due form and manner, and that justice be done to the parties aforesaid, command you that if judgment thereof be given, you distinctly and openly, without delay, send to our Justices of the Supreme Court the record and proceedings of the plaint aforesaid, with all things touching the same, under your seal, so that we may have the same before our Justices aforesaid at Ottawa, in the County of La Salle, on the first Tuesday after the third Monday in April next, that the record and proceedings, being inspected, we may cause to be done therein, to correct the error, what of right ought to be done according to law.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 14th day of May in the Year of Our Lord one thousand eight hundred and fifty-eight.

Clerk of the Supreme Court.

²⁴⁶
James W. Garfield
vs
John G. Douglass

Writ of Error

This writ of Error is made
a Superiudicium & as such
is to be obeyed by all
concerned.

L. Leland clk
by J. B. Rice Depy

Filed May 14, 1858

L. Leland
clk
by J. B. Rice Depy

SUPREME COURT OF ILLINOIS,
Third Division—April Term, 1859.

JAMES W. GARFIELD, }
 vs.
JOHN G. DOUGLASS. }

DEFENDANT'S POINTS AND AUTHORITIES.

1st. The execution of the note introduced in evidence was proved, as as well by the admission of Garfield, as by other testimony. The bill of exceptions does not contain, or purport to contain, all the evidence in the case.

2d. There was no alteration of said note in a material part, or in any other manner. The words, "At the Bank of Heman Baldwin," were written on the margin of the note, below the signature of the same, presenting no appearance of constituting a part of the note, and could have been cut off without affecting the note in any manner. They were intended merely as a memorandum, to remind the holder of the note, of the place in La Salle to which he could send it for collection.

3d. The evidence of Jenkins was properly received. It did not contradict a record, but merely proved such record to have been altered. "It cannot be doubted that anything produced as a record may be shown to be forged or altered; if it were not so, great mischief might arise. A record is conclusive evidence, but what is, or is not a record is matter of evidence, and may be proved like other facts, otherwise there would be no remedy." *Brier vs. Woodbury*, 1 Pickering Reports, 367.

The statement of Jenkins was not the only evidence as to the alteration.

The bill of exceptions does not purport to include all the evidence.

4th. The instruction given for plaintiff below is good law. If a justice can be allowed to enter on his docket to-day a judgment of non-suit, and weeks hence, change it to a judgment in bar, plaintiffs might suffer great wrongs. Their right to appeal is gone, and another suit upon the original cause of action is barred.

D. L. HOUGH,
Attorney for Appellee.

52

Garfield
vs

Douglas

Brief of
Appellee —

Garfield v Douglass

Motion for Supersedeas

Points made by Plffs in error

- 1st There was no proof of the execution by Garfield because the note since he signed it had been altered in a material part
- 2^d The alteration of the note was material and rendered the note void.
- 3^d The Statement of Jenkins should not have been received it is not competent to contradict a more by parol

4th The instruction given is not law. This seems to me very plain, The instruction is that the Justice after he made his docket entry could not alter it for any reason. This is not law. If he made a mistake in the entry and actually did not enter the Sum which he gave he had the right to ~~alter~~ correct the entry. If he had refused to do so the law would compel him to do so

People v Pearson

2 Scam 204

Parker v Smith et al. 1 Gilman 417

3 Beckwith v Com 180. 396

Heights v Turner 2 Johns 371

People v Synge 8 Cowen 133

5th If the record was altered, the presumption
is that it was an error corrected because
the law presumes that the magistrate has
done his duty until the contrary appears
and the testimony taken that Strain
& Bell shows that the same judgment
which appeared upon the transcript was
actually rendered by the magistrate

B. L. Cook
for petty in error

one hundred six

246
The Justice of the Peace
for the County of
Pawnee