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to go as far as it could go, without intrenching upon the sovereign rights of the state ; which, for the purposes of justice, had thus consented to enter into the litigation between these parties—that is, so far as a decree. Had not the progress of the court been arrested by this appeal, it could certainly have gone no further than to issue its monition. But it cannot be doubted, that upon Madrazo's petitioning the legislature on the subject, their officers would have been instructed to dispose of the property and money, according to the decree of the court. Subsequent events, however, have given a new aspect to things ; and Madrazo, with abundant proofs of his rights, is left without remedy.

DECREE.—These causes came on, &c. : On consideration whereof, this court is of opinion, that there is error in so much of the decree of the said circuit court, as directs restitution of the slaves libelled by Juan Madrazo, and the issue of the females, in the custody of the government of the state of Georgia, or the agent or agents of the said state, and that the proceeds of those slaves, who were sold by order of the government of the said state, be paid to the said Juan Madrazo ; the circuit court not having jurisdiction of a cause, in which the plaintiff asserts a claim upon the state ; and that the same ought to be reversed and annulled ; and the libel of the said Juan Madrazo is ordered to be dismissed. And this court is further of opinion, that there is no error in the residue of the said decree, and the same is hereby affirmed ; and it is further considered and ordered, that the said cause be remanded to the said circuit court, with directions for further proceedings, to be had thereon, according to law and justice, in conformity to this opinion.

*JOSEPH MANDEVILLE, one of the firm of RICHARD SLADE & Co., [*136
Plaintiff in error, v. GEORGE HOLEY and THOMAS SUCKLEY,
joint merchants in trade, under the firm of HOLEY & SUCKLEY,
Defendants in error.

Confession of judgment.—Release of errors.

Under the law of Virginia, a confession of judgment by the defendant, is a release of errors.¹

ERROR to the Circuit Court for the District of Columbia. An action was instituted in the circuit court for the county of Alexandria, by the defendants in error, against Richard Slade, James Anderson and the plaintiff in error, trading under the firm of Richard Slade & Co. ; and the suit having abated as to Slade, by his death, and by return, as to Anderson, it was prosecuted against Joseph Mandeville only. The declaration contained the usual money counts, and the damages were laid at \$10,500.

By consent of parties, an order was made by the court, referring the accounts to the auditor of the court, to state and report them to the court ; this report to be subject to exceptions ; and when the report should be settled, then the same to be substituted for a trial by jury, and a judgment to be entered for the whole sum, which should be finally ascertained by the court to be due. The auditor reported a balance of 2403*l.* 2*s.* 6*d.*, of which

¹ Catlett v. Cooke, 2 Cr. C. C. 9.

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1860*l.* 6*s.* 7*d.* was principal, to be due to the plaintiff below ; which, with the exchange, amounted to \$11,695.20, deducting the interest included in the balance reported by the auditor ; the principal of the debt found to be due, was less than the damages laid in the declaration. No exceptions having been filed, Mandeville, the plaintiff in error, at a term subsequent to the report, came in, and confessed a judgment for the sum reported, with interest, from the 7th of December 1824.

Swann, for the plaintiff in error ; *Taylor*, for defendants in error.

Swann.—The writ issued in a case is no part of the record, unless *oyer* of it is craved ; and the confession of judgment goes to the declaration, in which, the damages claimed are stated to be \$10,500. Upon the confession of judgment for \$11,695.20, the court gave a judgment which was erroneous, as to the sum, beyond the amount claimed in the declaration. The law of Virginia, which authorizes a jury to give damages, as the principal of the debt, to the amount laid in the declaration, and to allow interest from a *137] preceding *period, making the whole amount of the verdict greater than the damages in the declaration ; does not apply in this case, as the debt is a sterling debt. If this judgment be sustained, the plaintiff in error will be compelled to pay interest upon interest, as both principal and interest are included in the sum allowed by the auditor. The verdict of a jury, giving the principal and interest from a particular day, on the same, would have had a different effect.

Taylor, for defendants in error.—The court should allow the defendants damages upon the amount of the judgment, as the plaintiff in error was not justified in thus proceeding against his own confession of judgment, and its whole purpose was delay. The form of the confession of judgment is such as is usual ; and it is the same form of judgment, as upon the verdict of a jury. The law of Virginia authorizes a jury to give damages, which may, in the whole amount, exceed the damages laid in the declaration. The interest being stated to commence at a period anterior to the day of trial, a party may come in, and agree to enlarge damages. By the act of assembly of Virginia, of 1792, a judgment by confession is equivalent to a release of errors.

MARSHALL, Ch. J., delivered the opinion of the court.—The court are satisfied in this case, that under the law of Virginia, a confession of judgment, by the plaintiff in error, in the original suit, is a release of errors.

Judgment affirmed, with costs and damages, at the rate of six per centum per annum.