ascertain whether it has been so marked properly; in other words, whether the entry was true. The argument would have great force, if the prothonotary, in no case, had authority to enter satisfaction of a judgment on the judgment docket. But the prothonotary has such authority. Not to mention the Act of April 11, 1856, Pamph. L. 304, it will be sufficient to refer to the provision of the Act, entitled "An Act relating to the satisfaction of judgments in courts of record in this commonwealth," passed March 27th, 1865 (Pamph. L. 52), because it has a more direct application to the case before us. It provides, that when a judgment has been entered in any court of record, "and it shall appear, by the production of the record, that the same has been fully paid, under or by virtue of an execution or executions issued thereon, and satisfaction has not been entered upon the judgment index or judgment docket of said court, it shall be the duty of the Court * * * to direct the prothonotary to enter satisfaction upon the judgment index or judgment docket, or the record thereof." Now, if there had been an order of the Court pursuant to the provisions of this Act, no one can entertain a doubt that the entry upon the judgment index or docket by the prothonotary, just as the entry was made here "Satisfied on fi fa.," would have been perfectly regular and conclusive as to all third persons, to whom the judgment itself, regularly docketed, was constructive notice, and who, therefore, were bound to search. Finding the judgment marked "satisfied on fi. fa.," they would have a right to conclude that it was so marked by the order of the Court. It would not be incumbent on them to search further to ascertain whether there was any record of such an order. If false, and made without authority, the prothonotary was responsible to whatever party might be injured thereby. The common presumption in favor of the lawfulness and regularity of the acts of a public officer applies here in all its force, *omnia presumuntur rite esse acta.* It is especially necessary that the judicial records of the country should have the benefit of this presumption in favor of those who are entrusted with the duty of making them up. To hold the contrary, would be in the teeth of the familiar principle, that a record imports on its face absolute verity; otherwise, the Act of Assembly of March 29th, 1827, sect. 3, (Pamph. L. 155), which requires the prothonotary of every Court of Common Pleas to keep a docket, to be called the judgment docket, instead of a convenience and security to the community, would prove a snare. It is manifest, as Judge Kennedy has remarked, that the great object of having this docket is to promote the facility and certainty of ascertaining whether there are judgments against a particular individual, and what are their amounts: *Bear* v. *Patterson*, 3 W. & S. 237. Now it will not be pretended, that a person wishing to purchase, and desirous to know how much he may safely bid, who finds on the docket a judgment prior to a mortgage, is obliged to look further, and assure himself that it is in fact a judgment entered by the Court or by its authority; neither then ought a mortgagee or subsequent incumbrancer, who is equally interested in determining how to bid, in order to protect himself, when he finds an entry of satisfaction apparently regular, bound to go further and inquire whether it was made by order of the Court. This disposes of the first and second specifications of error, and renders any consideration of the third unnecessary.

The fourth error assigned is in these words: In rejecting the testimony of J. L. Blakely, Esq., embraced in the offer of defendants below, which is the ground of the bill of exceptions sealed for defendants. This error is not assigned according to the eighth rule adopted at Pillsburg, Sept. 6th, 1852, 6 Harris, 578. It should, therefore, in strictness, "be held the same as none." The offer, however was rightly rejected. It was as follows: defendant offers to prove by this witness that he gave notice to Mr. Souther, one of the mortgagees, on the day when the rule (that is the rule to show cause why the entry of satisfaction should not be stricken off) was applied for of such application, and that the judgment was in fact paid. Let us see in what position the mortgagee would be placed if he was bound to pay any attention to such a notice. If he assumes that the judgment was not paid, and that of course the lien of his mortgage would be divested, he must bid at least to the full amount of the prior judgment and costs, and as much more as he chooses, so as to cover his mortgage, and if the property is knocked down to him, he must pay the money to the sheriff. If, when the fund comes to be distributed, it should be proved that the entry was right and the judgment paid and satisfied, then he must hold subject to his own mortgage, which would of course be merged, and the whole fund would be applied to satisfy subsequent incumbrances, or go the defendant. In other words, he would lose the whole amount of his bid. Between two stools he must fall to the ground. The position of the mortgagee is peculiar in this, that he must decide at the peril of loss. But if such a notice were publicly given at the time of sale, and it was to be held that bidders would be affected by it, though in the face of the record, would any man of ordinary prudence be willing to bid a fair price when the danger of loss would be so great, and at best, he would only be buying a lawsuit? The cases cited do not sustain this assignment. In the *York Bank's Appeal*, 12 Casey, 458, it was held, that if a subsequent incumbrancer have actual notice of a judgment defectively entered on the judgment docket before his rights attach, it is equivalent to the constructive notice of the prescribed record. That is certainly an entirely different case from this. The incumbrancer having such notice, has a right to refuse to give credit to the debtor. He need not encounter the risk. To the same effect is *Stephen's Executor's Appeal*, 2 Wright, 4. In *Magaw* v. *Garrett*, 1 Casey, 319, it is true that Mr. Justice Knox, in delivering the opinion of the Court, said, "as the record showed the Pearson judgment, at the time of the sheriff's sale, to be an exisiing lien equal in point of time with the mortgage, and as there was no evidence tending to prove notice of its entire payment to the purchasers, the Court of Common Pleas properly held that the estate sold passed into the hands of the sheriff's vendees discharged from the mortgage lien." But that was a mere extra-judicial dictum. There was no evidence of notice in the case, and of course, the question,