

defendant full information of the nature and cause of the accusation against him, to which he is entitled under Section 9 of Article 1 of the Constitution of the State. This is a radical distinction between the present case and that of the *Commonwealth v. Mulholland*, 35 *Legal Intelligencer*, 112, 12 Philadelphia Reports, 608, upon which defendant, to some extent, relied as an authority in support of the present application. The instrument in that case, alleged to have been fraudulently altered, had no writing of any kind upon it; it was made up of figures and marks, with nothing to explain their meaning. The indictment was very properly quashed, because the copy of the forged instrument was insensible upon its face, and no extrinsic circumstances were shown by which the court could judicially ascertain its tendency or effect.

This was a fatal defect: (Archbold's Criminal Pleas and Practice, p. 808). But if there is any force in the objection that the first and second counts are defective for want of the averment of extrinsic facts, to explain the copy of the written instrument and connect the defendant with it, which we think there is not, no such objection can be supported, whatever view may be taken of the question, as to the third and fourth counts. Demurrers and motions to quash, under our system of criminal pleading, are not favored if they relate to matters of form only, and not to matters of substance. That indictments might have been framed, which would have stated the charge of the Commonwealth against the defendant with greater fulness and precision, may well be conceded; but an objection on this ground cannot prevail, if the substantial requirements of the law have been complied with, and this we think has been done in these indictments. Each count is sustainable as meeting the substantial demands of a common law indictment for forgery.

Here we have the charge of the intent to defraud. The instrument (a receipt) shows that it is of a character to work prejudice and do injury. It is an instrument of writing of no doubtful significance. It is free from the objection which prevailed in the *Commonwealth v. Frey*, 14 Wright, 245, because the copy of the receipt is accurately set out. And there is no obscurity or ambiguity about it which requires the averment of extrinsic facts, certainly none other than

such as are laid in each of the third and fourth counts.

We have been unable to discover in the several grounds of demurrer assigned, or in the reasons presented in support of the motion to quash, the force which the counsel representing the defendant attached to them. That a receipt is a written instrument, in the legal as well as common understanding of that word, we think, cannot be well questioned. Its meaning is as well known and its use quite as common as that of a deed or will. It falls within the designation of a private document, whereby another person may be injured. The definition of the word as given in Bouvier, to which we have been referred, has no application to the point before us. Bouvier defines the word in its application to contracts or agreements only, and does not attempt to express its meaning when used in relation to other matters.

The false signing by initial of the first name may be forgery, where the intent is to deceive and defraud, especially where such intent is shown by signing almost directly under the full name of the payee of the order. W. S. Murphy in such case is the equivalent of Walter S. Murphy, if it was so intended by the person who wrote it.

It certainly cannot be necessary, as seems to be supposed, to explain the meaning of the words "making and signing," or the word "warrant." Some things must be taken for granted, even in technical pleading. An indictment is not intended to be a lexicon.

The reasons in support of the motion to quash are substantially the same as those which have been assigned as grounds of demurrer, except the sixteenth assignment, which states that, after the indictment had been returned as and for a true bill for fraudulently making and signing a written instrument, and publishing the same, it was by erasure, alteration, substitution or mutilation, by some third person without authority of law, entitled as and for a bill for forgery and for uttering and publishing a forged instrument. This reason is not supported by anything which appears on the face of the indictment. The designation of the character or contents of the indictment which appears on the back of it may have been changed in the manner stated before the bill was sent to the Grand Jury. Nothing to the contrary appears on the