

nor can any be received, to *dispute* such admission; for the jury are only sworn to try the matters in issue between the parties, so that nothing else is properly before them: But an *averment* in one count of a declaration, or in one distinct *plea*, cannot be insisted on, as an admission of any fact in another count or plea.

## II.

Judgment  
by default,  
&c.

A judgment by default, is an admission of the cause of action, and of all the material allegations respecting the *contract* in the declaration; and in the same manner, a judgment on *demurrer* admits every thing but the amount of the sum in demand: the following cases are illustrations of the rule, with regard to judgments by default.

- 1.—In an action on a bill of *exchange* against the acceptor, by suffering judgment to go by default, the defendant admits the acceptance, and that the bill is as stated in the declaration.
- 2.—In an action for *goods* sold and delivered, and money had and received, the defendant by suffering judgment to go by default, admits that something is due, and he cannot afterwards dispute the contract of sale, or show fraud on the part of the plaintiff in making the contract.

## III.

Money into  
court.

Payment of money into court is an admission by the defendant, that the plaintiff has a legal *demand* to the amount of the *sum* paid into court; and when paid in *generally* upon the whole declaration, it admits the *contract* upon which the action is *brought*, and all the formal requisites to be proved, as *hand-writing*, and sufficiency of the *stamp* on a bill of exchange, the *execution* of a deed, and the *title* on which the plaintiff sues; although it appears in evidence that if the admission had not been made, the plaintiff must have been *nonsuited*. But if a plaintiff by *misrepresenta-*