

LEWIS AND SPURLOCK *vs.* THE STATE BANK.

A return on a summons, that it was executed on the defendants by their acknowledging service of the same, shows a good service.

THIS was an action of debt, determined in the Pulaski Circuit Court, in September, 1841, before the Hon. JOHN J. CLENDENIN, one of the Circuit Judges. The Bank sued Lewis, Spurlock, and Cherry, on a note for \$120, and a writ issued to Crittenden county, on which the sheriff returned, that he executed it on Lewis and Spurlock, by their

acknowledging service of it. Discontinued as to Cherry, and judgment by default against Lewis and Spurlock, for \$120 debt, and interest at ten per cent., from maturity of the note till paid.

W. & E. Cummins, for the plaintiffs in error. *Sections 13 and 20, of Chap. 116, Rev. St.*, settle and prescribe the mode of service of process; and there exists no mode except that prescribed by the statute. The question has been so fully discussed by this Court, that no argument is necessary, or even proper. The following cases are referred to: *Dawson et al. vs. State Bank*, 3 *Ark. Rep.* 505; *Desha vs. Baker et al.*, 3 *Ark. Rep.* 509; *Rose vs. Ford*, 2 *Ark. Rep.* 26; *Gilbreath vs. Kuykendall*, 1 *Ark. Rep.* 50; &c. The service cannot be regarded as valid.

Hempstead & Johnson, contra.

By the Court, DICKINSON, J. All the errors assigned in this case, with the exception of the one to the service of the writ, have been previously decided by this Court. The return is, "executed the within named writ on the defendants, by their acknowledging service of the same." We deem this a valid service. What is it the parties acknowledge? It is the service of the writ, which is tantamount to the reading or delivering a copy, as prescribed by statute.

Judgment affirmed.
