

## Syllabus.

original cannot be taken, he shall furnish the printer with a manuscript copy. He shall supervise the printing, and see that the printed copy is properly indexed. He shall take care of and distribute the printed copies to the judges, the reporter, and parties, from time to time, as required.

4. In cases where a manuscript copy of the record is not furnished the printer, the fee of the clerk for his service under the last preceding paragraph shall be one-half the rates now allowed by law for making a manuscript copy, and that shall be charged to the party bringing the cause into court, unless the court shall otherwise direct. When a manuscript copy is required to be made, full fees for a copy may be charged, but nothing in addition for the other services required.

5. In all cases the clerk shall deliver a copy of the printed record to each party without extra charge. In cases of dismissal, reversal, or affirmance, with costs, the fee allowed in the last paragraph shall be taxed against the party against whom the costs are given. In cases of dismissal for want of jurisdiction, such fees shall be taxed against the party bringing the cause into court, unless the court shall otherwise direct.



## JOHNSON and Another v. WATERS, Administrator.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR  
THE DISTRICT OF LOUISIANA.

Decided October 16th, 1882.

*Practice.*

It appearing that a personal decree for money could not be given, and the circumstances of the parties not being shown to have changed since the security was taken, a motion for additional security on the supersedeas bond was denied.

Motion for additional security on the supersedeas bond.

*Mr. H. B. Kelley* for the motion.

*Mr. J. A. Campbell* against.

## Opinion of the Court.

MR. CHIEF JUSTICE WAITE delivered the opinion of the court.

This motion is denied. It does not appear from the motion papers that the decree appealed from is collectible under ordinary execution. The fair inference from the statements in the papers is, that the suit was instituted to subject the lands in dispute to the payment of a debt, and that no personal decree for money can be given against the appellants. The controversy seems to be as to the rights of the appellee in the lands. The present bond is sufficient in amount to protect him against loss pending the suit from sales for taxes if he avails himself of the remedies by redemption and subrogation which the law affords. At any rate the circumstances of the parties do not appear to have changed in this particular since the security was taken originally.

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## CRANE IRON COMPANY v. HOAGLAND.

## WURTS and Others v. SAME.

IN ERROR TO THE SUPREME COURT OF THE STATE OF NEW JERSEY.

Decided October 23d, 1882.

*Practice.*

Motions to dismiss with which are united motions to affirm, to strike out certain assignments of error, and to advance, denied when, in the absence of a printed record, the assignment of errors in defendant's brief presents questions of which the court has jurisdiction.

The defendant moved to dismiss the writ of error, to affirm the decision below, to strike out assignments of error, and to advance the causes.

*Mr. Theodore Little* for the movers.

*Mr. Shipman* against.

MR. CHIEF JUSTICE WAITE delivered the opinion of the court.

These are writs of error to the Supreme Court of New Jersey, and the motions to dismiss are made because, as is