

## Opinion of the Court.

That was left to the discretion of the directors, who retained their original authority to build through Howard County on the way to the Missouri. The original authority of Howard County to subscribe to the stock was consequently unimpaired. The fact that the branch through Callaway County was located, and the subscription of that county received, before Howard County made its subscription, is unimportant in this case, because the line through Callaway County was located as a branch, while that through Howard County was designated in express terms as the main line. If either part of the road was built under new authority conferred on the company by the act of 1868, it certainly was not the main line as located. The power to build the main line was clearly conferred by the act of 1859.

It follows that the judgment of the Circuit Court was right, and it is consequently

*Affirmed.*

## EX PARTE CLODOMIRO COTA.

ON CERTIFICATE OF DIVISION OF OPINION FROM THE DISTRICT OF CALIFORNIA.

Submitted January 22d, 1884.—Decided February 4th, 1884.

*Division of Opinion—Jurisdiction.*

This court cannot take jurisdiction of a certificate of division in opinion in proceedings under writ of habeas corpus, until entry of final judgment, *Ex parte Tom Tong*, 108 U. S. 556—approved and followed.

*Mr. Assistant Attorney-General Maury* for the United States.

No counsel appeared for Clodomiro Cota.

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

It was decided at the last term in *Ex parte Tom Tong*, 108 U. S. 556, that this court could not take jurisdiction of a certificate of division in opinion between the judges of a Circuit Court

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in proceedings under a writ of habeas corpus until final judgment had been rendered in accordance with the opinion of the presiding justice or judge. This is such a case, and it is consequently remanded to the Circuit Court for further proceedings according to law.

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WEBSTER & Another v. BUFFALO INSURANCE COMPANY.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE  
EASTERN DISTRICT OF MISSOURI.

Argued January 24th, 1884.—Decided February 4th, 1884.

*Jurisdiction.*

When the pleadings plainly show that a sum below the jurisdictional amount is in controversy, the court cannot accept a stipulation of the parties that judgment may be entered for a sum in excess of that amount.

The case is stated in the opinion of the court. The question of jurisdiction, decided in the case, was not raised by the parties, but was suggested by the court of its own motion during the argument.

*Mr. Jefferson Chandler* for plaintiffs in error.

*Mr. O. B. Sansum* for defendant in error.

MR. CHIEF JUSTICE WAITE delivered the opinion of the court. This is a suit upon an open cargo policy of insurance issued by the Buffalo Insurance Company to the firm of Webster, Heinicke & Coglin "on shipments of merchandise to them at St. Louis, . . . they stipulating to report all such shipments and modes of transit to this office as soon as advised thereof." The aggregate amount of the company's liabilities under the policy was in no case to exceed \$5,000 on one vessel at any one time, unless special arrangements were mutually agreed upon for amounts exceeding that sum. One of the conditions of the