

Syllabus.

## MATTOON v. MCGREW.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

Argued November 26, 1884.—Decided December 15, 1884.

*Hitz v. National Metropolitan Bank*, 111 U. S. 722, was decided after elaborate argument and careful consideration, and is adhered to by the court.

*Mr. S. S. Henkle* for appellant.

*Mr. Leigh Robinson* and *Mr. James Lowndes* for appellee.

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

A motion has been made to dismiss this appeal because the value of the matter in dispute does not exceed \$2,500. From the facts appearing in the record, supplemented as they have been by affidavits as to value, we are satisfied this motion should be overruled, and it is so ordered.

It is conceded in the brief filed for the appellee "that the essential facts in this case are substantially like those in *Hitz v. The National Metropolitan Bank*, 111 U. S. 722." That case was decided on full consideration after an elaborate argument on both sides, and we are satisfied with the conclusion then reached. We therefore reverse this decree, on that authority, and remand the cause, with instructions to enter a decree in accordance with the prayer of the bill, enjoining the appellee McGrew from selling, or attempting to sell, the marital right or interest of the husband of the appellant in the property described in the bill for the payment of his judgment against the husband.

*Reversed.*

## HALFERTY v. WILMERING.

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

Argued December 2, 1884.—Decided January 5, 1885.

In Iowa, a general denial by a defendant, in an action on a contract, of each and every allegation in a petition which sets forth the contract and avers