

Syllabus.

KENNEY, Trustee, *v.* EFFINGER.

IN ERROR TO THE SUPREME COURT OF APPEALS OF THE STATE OF VIRGINIA.

Argued November 10, 11, 1885.—Decided December 7, 1885.

A writ of error to a State court does not bring up for review a question of fact whether a contract was made with reference to Confederate notes.

This case was argued with the preceding case.

Mr. W. B. Compton for plaintiff in error.

Mr. Jacob P. Effinger in person.

MR. JUSTICE FIELD delivered the opinion of the court.

The writ of error brought by the trustee raises no Federal question which we can consider. Whether the bond of Effinger was or was not executed with reference to Confederate notes is a question of fact for the State court, and not one of law for this court.

The writ is dismissed.

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HARRISON & Others *v.* MERRITT, Collector.

IN ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK.

Submitted November 18, 1885.—Decided December 7, 1885.

Bone-black, imported for use in decolorizing sugar, in the process of manufacturing it, made by subjecting bones after they were steamed and cleaned, to destructive distillation by heat, in close vessels, until everything but the inorganic matter was expelled, and then crushing the residuum, and assorting the pieces into proper sizes, was liable to a duty of 25 per cent. ad valorem, as "black of bone," under Schedule M, section 2504, of the Revised Statutes, p. 473, 2d Ed., and was not exempt from duty, as bones "burned" or "calcined," under "The Free List," in section 2505, p. 483, 2d Ed., nor subject to a duty of 35 per cent., as "manufactures of bones," under Schedule M of section 2504, p. 474, 2d Ed.