

Syllabus.

road and property of the several companies so receiving them," and this was held to cover the lands owned by said companies. It is obvious here the two words "*road and property*" of those companies were used as representing all the property they owned. Nothing further in the way of description was needed or was desirable. But this form of words differs widely from the elaborate description of what is conveyed in the deed of the mortgaging company here, and the meaning also is as different. In the latter case the road, its bed, its rolling-stock, and much other property probably was *not* conveyed, and no expression is found implying that all its *lands* were conveyed. And if we limit the words "*all other property*" to what we have supposed to be their meaning, there is nothing else to imply that the company intended to mortgage all its property, of every kind and description, whether real or personal.

We do not believe this was intended or can be fairly implied from the language used, the minute descriptive character of which is found three times in this contract, namely, in the statute authorizing the transaction, in the preliminary recital of the mortgage deed, and in its granting clause, all of which is useless if the phrase "all other property," as there used, was intended to include all lands and all interest in lands in the four States through which the road passed.

The decree of the Circuit Court is

Affirmed.

ALABAMA & Others v. MONTAGUE & Another.

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

Submitted March 31, 1886 — Decided April 12, 1886.

This case involves the same questions as the case just decided, *Alabama v. Montague, ante* 602, and on the authority of that case the judgment below is affirmed.

Statement of Facts.

Ejectment. Judgment below for defendants. Plaintiffs below sued out this writ of error.

Mr. Samuel F. Rice for plaintiffs in error.

Mr. Xenophon Wheeler for defendants in error.

MR. JUSTICE MILLER delivered the opinion of the court.

This was an action of ejectment tried by a jury in the same court which decided the preceding case, in which the plaintiffs in error based their right to recover on the same mortgage which they sought to foreclose in that suit. The court instructed the jury against them on the ground that they had no legal title.

As the foregoing opinion decides that they had no title at all, legal or equitable, the judgment of the court below must be

Affirmed.

STEWART *v.* VIRGINIA.

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

Submitted April 5, 1886.—Decided April 12, 1886.

A proceeding under the acts of the Legislature of Virginia for the identification and verification of coupons tendered in payment of taxes, debts, or demands due the State is not a suit of a civil nature arising under the Constitution or laws of the United States, within the meaning of the act of March 3, 1875, regulating removals of causes.

The plaintiff in error owed the State of Virginia \$3807 for taxes for the year 1885. He tendered the State's tax-receivable coupons in payment thereof for identification and verification under the provisions of the act of January 14, 1882, and at the same time he paid his tax in money. He thereupon filed his