

## Statement of the Case.

*Lake City v. Hollister*, 118 U. S. 256, 263; *Pennsylvania Railroad v. St. Louis &c. Railroad*, 118 U. S. 290, 317, 318.

The sole ground of our decision is that the bridge contract is independent of the lease, and is valid and binding as between the parties to this suit, whether the lease is valid or invalid. This being so, the question argued at the bar, whether the appellants, by reason of eviction, are no longer liable on the lease, becomes immaterial; and the judgment of the Circuit Court in a former suit, affirming the validity of the lease, has no effect upon our decision, for the same reason, as well as because the Bridge Company was not a party to that judgment, and therefore neither bound by it nor entitled to the benefit of it.

*Decree affirmed.*

MR. CHIEF JUSTICE FULLER and the late MR. JUSTICE MATTHEWS, having been of counsel, took no part in the consideration or decision of this case.

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WILLIAMS *v.* CONGER.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE  
NORTHERN DISTRICT OF TEXAS.

No. 105 of October Term, 1887. — Decided October 22, 1888.

A renewal of an application for a rehearing after the close of the term at which judgment was rendered, and for reasons which have been passed upon by the court, is not in order, and does not commend itself to the favorable consideration of the court.

THIS was a petition to correct a clerical mistake in the opinion of this court, delivered April 2, 1888, *Williams v. Conger*, 125 U. S. 397, citing in support of the power to make the amendment *Bank of Kentucky v. Wistar*, 3 Pet. 431. To this petition was appended a petition for a rehearing which had been presented and overruled at October Term, 1887, accompanied by a "demand upon the court" to give it a hearing.

## Opinion of the Court.

*Mr. Eugene Williams* for both petitions.

MR. JUSTICE BRADLEY delivered the opinion of the court.

Leave to file a motion for rehearing in this case is asked for on the ground of clerical error in the opinion. A motion for rehearing was made at the last term upon precisely the same brief now sought to be filed, and notwithstanding the alleged misconception in the opinion of the point made by the plaintiff in error, the court was satisfied with the conclusion it had reached, and that no modification of the judgment was required, and no rehearing was necessary or called for. The motion was therefore denied. The persistent renewal of the application at this time, after the close of the term at which judgment was rendered, and especially upon the same reasons once overruled, is not in order, and does not recommend itself to the favorable consideration of the court.

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## MARSHALL v. UNITED STATES.

## APPEAL FROM THE COURT OF CLAIMS.

No. 57. Argued November 1, 1888. — Decided November 19, 1888.

*Marshall v. United States*, 124 U. S. 391, is affirmed on rehearing.

THIS case was heard at October Term 1887, and the judgment below was affirmed. 124 U. S. 391. A petition for rehearing was granted April 30, 1888, 127 U. S. 786, and the cause was reargued at this term.

*Mr. W. D. Davidge* for appellants.

*Mr. Assistant Attorney General Howard* for appellees.

MR. CHIEF JUSTICE FULLER, on the 19th of November, 1888, announced that a majority of the court adhered to the views expressed by Mr. Justice Harlan in the opinion of the court in this case delivered at the last term, affirming the judgment of the Court of Claims.

*Affirmed.*