

Flournoy v. Lastrapes.

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

We find no Federal question in this record. The court below decided that as between vendor and vendee there could be a sale and delivery of cotton, so as to pass title to the vendee before the payment of the government tax assessed upon the cotton, under the act of July 1, 1862, 12 Stat. 465. This was a question of general law only. The plaintiff in error claimed no right or title under the tax laws or treasury regulations. The court was not called upon to determine whether the lien of the tax was valid or invalid, but only whether so long as the lien existed the ownership of the property subject to the lien could be transferred. The case is clearly within the rule considered in *Long v. Converse*, 91 U. S. 105, 112.

Dismissed for want of jurisdiction.

Mr. J. S. Black and *Mr. H. W. Garnett* for plaintiff in error.
Mr. S. T. Glover and *Mr. J. R. Shepley* for defendants in error.

FLOURNOY v. LASTRAPES.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE
DISTRICT OF LOUISIANA.

No. 186. October Term, 1878. — Decided April 7, 1879.

A sheriff's deed executed by a deputy sheriff in his own name is good in Louisiana.

An objection not made below cannot be assigned as error and considered here.

A general verdict "for the defendant" is equivalent to a special verdict on each and all the issues tried.

The judgment followed the pleadings.

THE case is stated in the opinion.

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

The first error assigned in this case is to the effect that the court admitted in evidence to prove the title of the defendant, a sheriff's deed executed by a deputy sheriff in his own name, and not in the name of the sheriff. In some States this would be a good objection, but in Louisiana the rule appears to be otherwise. The precise question was raised and directly decided in *Kellar v. Blanchard*, 21 La. Ann. 38, 41, and we are not advised that the authority of this case has ever been questioned.

The second assignment is that the sale and adjudication of the

Cases Omitted in the Reports.

property by the deputy sheriff was null and void, on account of the insufficiency of the bid. No such objection was made below, and it cannot be considered here.

The third assignment is that the verdict of the jury was too vague and indefinite. The verdict was "for the defendant." This is equivalent to a special finding in favor of the defendant upon each and every one of the issues tried, and authorizes any judgment that could be entered on such a finding.

The only remaining assignment is that the court gave judgment in favor of the defendant for the property in controversy. It is claimed that this could not be done under the pleadings. The prayer of the petition was that the petitioner might be decreed to be the true and lawful owner of the property; that if the defendant set up color of title, he might be required to produce the same; and if it should appear insufficient, that he might be prohibited from claiming ownership. The defendant answered, setting out his title, and asking that it be recognized and acknowledged, and that the plaintiff be condemned to surrender and deliver to the defendant full possession. The judgment followed this prayer in the answer.

Affirmed.

Mr. Thomas Hunton for plaintiff in error. *Mr. W. Hallett Phillips* for defendant in error.

METROPOLITAN BANK *v.* CONNECTICUT MUTUAL LIFE
INSURANCE COMPANY.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE
NORTHERN DISTRICT OF ILLINOIS.

No. 229. October Term, 1878. — Decided November 4, 1878.

Brine v. Insurance Co., 96 U. S. 627, followed, in regard to the right of redemption from a sale under foreclosure of a mortgage in Illinois.

THE case is stated in the opinion.

MR. CHIEF JUSTICE WAITE announced the judgment of the court.

This was a bill in equity filed by the Connecticut Mutual Life Insurance Company in the Circuit Court of the United States for the Northern District of Illinois, to foreclose a mortgage executed to that company by the Marine Company upon certain lands in the city of Chicago. The Metropolitan National Bank of New York, a subsequent lien holder, was made a party defendant, and while