the collection district, and did not in the ordinary course of transmission reach the collector so that it could be paid into the treasury before June 30. The collector was accountable for it when it was collected, and since he paid it over as soon as he could, we think he was entitled to his compensation as for services rendered during the year.

The objection to the claim for express charges paid was not made below and cannot be considered by us. We hear the case upon the rulings contained in the bill of exceptions and not upon the evidence.

The same is true as to the claim now made that compensation has been given by the jury in their verdict in excess of the maximum limit fixed by the statute for the year. It does not appear from the bill of exceptions that this point was taken below.

No error is assigned upon that part of the charge of the court which related to the payment of the bills of the assistant assessors.

The judgment is *Affirmed.*

Mr. Attorney General for plaintiff in error. *Mr. W. W. Morrow* for defendants in error.

HUNT *v.* HUNT.

ERROR TO THE COURT OF APPEALS OF THE STATE OF NEW YORK.

No. 705. October Term, 1878. — Decided January 6, 1879.

The contract of marriage is not a contract within the meaning of the provision in the Constitution prohibiting States from impairing the obligation of contracts.

Motion to dismiss. The case is stated in the opinion.

Mr. Chief Justice Waite delivered the opinion of the court.

In the *Dartmouth College Case*, 4 Wheat. 629, it was expressly said by Chief Justice Marshall, in delivering the opinion of the court, that the provision of the Constitution prohibiting States from passing laws impairing the obligation of contracts "had never been understood to embrace other contracts than those which respect property, or some object of value, and confer rights which may be asserted in a court of justice. It never has been understood to restrict the general right of the legislature to legislate upon the subject of divorces. Those acts enable some tribunal, not to impair a marriage contract, but to liberate one of the parties because it has

been broken by the other." This disposes of the first ground upon which our jurisdiction is invoked in this case. The law complained of simply provides for divorces in certain cases after hearing by a court of competent jurisdiction.

The suit in Louisiana was one affecting the personal status of the defendant in error, a citizen of that State. The contract of marriage from which he sought to be liberated had been entered into in that State when both parties were citizens of the State. The question presented for decision below, and decided, was not what would be the rights of the plaintiff in error if she had been a citizen of the State of New York when the suit was commenced against her in Louisiana, but whether she was a citizen of New York. The court decided she was not. Such a decision of the state court does not present a question of which we have jurisdiction.

The motion to dismiss is granted.

Mr. Thomas J. Durant and *Mr. C. W. Hornor* for the motion. *Mr. D. D. Lord* opposing.

KNOX COUNTY *v.* UNITED STATES *ex rel.* HARSHMAN.

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

No. 712. October Term, 1878. — Decided January 29, 1879.

A defective *supersedeas* bond is vacated and a proper one ordered to be filed.

This was a motion to vacate a *supersedeas*. The case is stated in the opinion.

Mr. Chief Justice Waite delivered the opinion of the court.

The *supersedeas* bond in this case is clearly defective. It recites a judgment rendered, at the March Term, 1878, of the Circuit Court, against the defendant, "in a suit depending in said court between George W. Harshman, plaintiff, and Knox County, in the State of Missouri, defendant." That is not a true description of the judgment awarding the mandamus upon which the writ of error was sued out, or of either of the judgments for the collection of which the mandamus was awarded.

We think the case a proper one for the allowance of an amendment of the bond, *O'Reilly* v. *Edrington*, 96 U. S. 726, and it is accordingly ordered that the *supersedeas* be vacated, unless the plaintiffs in error shall, on or before the first Monday in January