

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

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not contesting the right of the complainant to a decree of sale, insisted in its answer, that if such a decree was rendered it should provide "for the redemption therefrom required and secured by the statute of Illinois in that behalf." The court, however, February 17th, 1875, directed that the sale be made "in accordance with the course of practice that prevailed therein," which did not allow redemption. A sale having been made and reported by the master under this decree, the bank objected to its confirmation, on the ground that it was absolute, when it should have allowed redemption in accordance with the state statutes, and that a certificate of sale should be given by the master instead of a deed, and redemption allowed. These objections were overruled and a decree entered August 14, 1875, confirming the sale and directing the master to convey the premises to the purchaser and the defendants to deliver the possession. The bank has taken this appeal, and in its assignment of errors returned with the record alleges for error that the court directed the sale without redemption and confirmed the sale of the master as an absolute sale and without redemption.

The insurance company, appellee, seeing that the case is governed by our decision at the last term in *Brine v. Insurance Co.*, 96 U. S. 627, now comes and, confessing the errors assigned, asks that the decree may be reversed and the cause remanded, and that the mandate issue immediately. Accordingly the decree of August 14, 1875, confirming the sale, is

Reversed, and also so much of the decree of February 17, 1875, as directs that the sale be made in accordance with the practice of the court, but in all other respects the decree of February 17 is affirmed. The cause is remanded, with instructions to set aside the sale and modify the decree of February 17 by providing for a redemption from the sale in accordance with the statutes of Illinois. The costs of this appeal must be paid by the appellee, and a mandate may issue immediately.

Mr. Melville W. Fuller for appellant. Mr. Edward S. Isham and Mr. Robert T. Lincoln for appellee.