sary, and as the bill alleges that at least twenty-five per cent more will be required, it is apparent that the "matter in dispute" is not alone the amount already decreed but a sum in addition that may amount to thirty per cent of the stock, and is now expected to reach twenty-five per cent. Their liability generally as stockholders to make contribution has been finally established. That can never again be contested in this suit except under this appeal. For the purposes of jurisdiction we may consider that as in dispute which would be settled by the decree if it had not been appealed from.

It follows that these motions to dismiss must be *Denied.*

Mr. Charles Carr for the motion. *Mr. R. H. Marr*, *Mr. Thomas J. Durant* and *Mr. C. W. Hornor* opposing.

VAN NORDEN *v.* BENNER.

ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

No. 794. October Term, 1876. — Decided April 30, 1877.

The case presents no question of Federal law.

The case is stated in the opinion.

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

We find no Federal question in this record. The plaintiffs in error in their answer below claimed no "title, right, privilege, or immunity" under the bankrupt law, but only that the defendant in error availed himself of his rights under that law to force them to execute the note sued upon in order to avoid an adjudication of bankruptcy against a corporation in the existence and prosperity of which they were largely interested. The case as presented by the pleadings seems to be that the defendant in error, owning stock in and having a debt against the corporation, commenced proceedings in bankruptcy to wind up its affairs. This he had the right to do. The plaintiffs in error, fearing that he would be successful in his application and believing that their interests would be injuriously affected if he was, preferred to assume his debt and purchase his stock, in the hope thereby of saving themselves. This they had the right to do, and all that can be said against the transaction is that the defendant in error may have taken advantage of their necessities to secure himself against probable loss. This presents no question of Federal law.

The writ is dismissed for want of jurisdiction.

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Cases Omitted in the Reports.

Mr. Charles B. Singleton, *Mr. Samuel Shellabarger* and *Mr. J. M. Wilson* for the motion. *Mr. Thomas J. Durant* and *Mr. C. W. Hornor* opposing.

Van Norden v. *Washburn*, No. 795, at the same Term, with a like state of facts and argued by the same counsel, was dismissed at the same time for the same reasons.

THATCHER *v.* KAUCHER.

ERROR TO THE SUPREME COURT OF THE TERRITORY OF COLORADO.

No. 126. October Term, 1877. — Decided December 17, 1877.

The acts of a person assuming to be an agent in the sale of personal property will not bind the principal, unless he either authorized him to make the sale, or held him out to the public as clothed with the authority of an agent; and there being no evidence in this case either of authority to sell the property in dispute, or of consent to the agent representing himself to have such authority, no basis has been laid for the propositions which the court was asked to give the jury.

There was no error in the rulings of the court admitting evidence to show the market-value of the property converted.

Trover. Verdict for plaintiff and judgment on the verdict. The case is stated in the opinion.

Mr. Justice Strong delivered the opinion of the court.

The several instructions which the defendant below desired to have given to the jury were properly refused. The bill of exceptions exhibits no evidence that justified a demand for any of them. While it is true that if an owner of personal property authorizes an agent to assume the apparent right to sell it, an innocent purchaser may safely buy from the agent, and his purchase will bind the principal, though in fact there was no real authority to sell, yet the principal is not bound unless he has held out the agent to the public as clothed with such authority. There must be some evidence either of permission to sell or of consent to the agent representing himself to have such a license. We can find no such evidence in this case.

It is not claimed that Minch, from whom Thatcher, the defendant, asserts he purchased the whiskey, had in fact any authority to sell the lot. All that is insisted is that the plaintiff allowed him to assume such authority and held him out to the public as so authorized. But certainly there is nothing in the evidence that could warrant a jury thus to find. Minch was not a salesman employed by the plaintiff, and he assumed no appearance of ownership or of