

Opinion of the Court.

therefore, making a controversy arising under that Constitution. Without considering whether any other ground for affirming the decree exists, it is sufficient to say that this case is disposed of by the decision which has just been announced in that referred to.

Decree affirmed.

MISSOURI PACIFIC RAILWAY COMPANY *v.* CHICAGO AND ALTON RAILROAD COMPANY.

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

No. 66. Submitted November 5, 1889. — Decided November 25, 1889.

In regard to motions for a new trial, and bills of exceptions, the courts of the United States are independent of any statute or practice prevailing in the courts of the State in which the trial is had.

THE case is stated in the opinion.

Mr. John F. Dillon for plaintiff in error.

Mr. Alexander Martin and *Mr. Robert H. Kern* for defendant in error.

MR. JUSTICE GRAY delivered the opinion of the court.

In this action, tried by the Circuit Court without a jury, there is no case stated by the parties, or finding of facts by the court. The bill of exceptions, after setting forth all the evidence introduced at the trial, states that "there were no declarations of law asked for, or given by the court;" and the single exception taken is to the overruling of a motion for a new trial, which is a matter of discretion, and not a subject of exception, according to the practice of the courts of the United States. In regard to motions for a new trial, and bills of exceptions, those courts are independent of any statute or practice prevailing in the courts of the State in which the

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trial is had. *Indianapolis Railroad v. Horst*, 93 U. S. 291; *Newcomb v. Wood*, 97 U. S. 581; *Chateaugay Iron Co., Petitioner*, 128 U. S. 544.

Judgment affirmed.

RAIMOND v. TERREBONNE PARISH.

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

No. 88. Argued November 12, 1889. — Decided November 25, 1889.

Either a statement of facts by the parties, or a finding of facts by the Circuit Court, is strictly analogous to a special verdict, and must state the ultimate facts of the case, presenting questions of law only, and not be a recital of evidence or of circumstances, which may tend to prove the ultimate facts, or from which they may be inferred.

THIS was an action by a citizen of Mississippi against a parish in Louisiana upon certain bonds and coupons, amounting with interest to more than \$5000 in value, alleged in the petition and denied in the answer to have been issued in accordance with the statute of Louisiana of March 23, 1874, c. 74, and to have been purchased by the plaintiff in good faith and before maturity.

After the case had been tried by the Circuit Court pursuant to an agreement of counsel in open court to waive the intervention of a jury, and judgment for the defendant had been rendered but not signed, and pending a motion for a new trial, the counsel of the parties filed an agreement in writing, waiving a jury, and submitting the case to the decision of the court upon what they called a "statement of facts," and stipulating that "the court shall find the facts in accordance therewith, and change [charge?] the law so that a bill of exceptions may be made up or error be assigned to the Supreme Court."

That "statement of facts" consisted of a description of the instruments sued on; a reference to the plaintiff's deposition on file, testifying to the circumstances under which he purchased them; an abstract of the testimony of another witness