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APPEAL.

1. At a special term of the Supreme Court of the District of Columbia a judgment was rendered in favor of the plaintiff against a sole defendant. The defendant appealed to the general term and gave sureties. The general term affirmed the judgment below, and entered judgment against the defendant and against the sureties. The defendant sued out a writ of error to this judgment without joining the sureties. The defendant in error moved to dismiss the writ for the non-joinder of the sureties, and the writ was accordingly dismissed. The counsel for the plaintiff in error then moved to rescind the judgment of dismissal, and to restore the case to the docket. Briefs being filed on both sides; *Held*, that the motion should be granted, and the case should be restored to the docket. *Inland and Seaboard Coasting Co.* v. *Tolson*, 572.
2. A postmaster and the sureties on his official bond being sued jointly for a breach of the bond, he and a part of the sureties appeared and defended; the suit was abated as to one of the sureties who had died; and the other sureties made default, and judgment of default was entered against them. On the trial a verdict was returned for the plaintiff, whereupon judgment was entered against the principal and all the sureties for the amount of the verdict. The sureties who had appeared sued out a writ of error to this judgment without joining the principal or the sureties who had made default. The plaintiff in error moved to amend the writ of error by adding the omitted parties as plaintiffs in error, or for a severance of those parties; *Held*, that the motion must be denied. *Mason* v. *United States*, 581.

See PARTY, 2.

ASSIGNMENTS FOR BENEFIT OF CREDITORS.

See JURISDICTION, A, 5;
LOCAL LAW, 4, 5, 6, 7, 8.

BEQUEST.

See CORPORATION, 2.

BOUNDARIES OF STATES.

See CONSTITUTIONAL LAW, A, 11, 12;
KENTUCKY.

CASES AFFIRMED.

1. *Ex parte Mirzan*, 119 U. S. 584, affirmed and applied. *In re Kemmler*, 436.
2. *Barnes* v. *District of Columbia*, 91 U. S. 540, has never been questioned and is again affirmed. *District of Columbia* v. *Woodbury*, 450.
3. *Hartranft* v. *Oliver*, 125 U. S. 525, affirmed and applied to this case. *Sherman* v. *Robertson*, 570.
4. *Wright* v. *Roseberry*, 121 U. S. 488, affirmed and applied to this case. *Irwin* v. *San Francisco Union*, 578.
5. *Glenn* v. *Fant*, 134 U. S. 398; *Raimond* v. *Terrebonne Parish*, 132 U. S. 192; *Andes* v. *Slauson*, 130 U. S. 435; and *Bond* v. *Dustin*, 112 U. S. 604; affirmed and applied to the stipulation filed in this case by counsel, the jury being waived. *Davenport* v. *Paris*, 580.

CHARITABLE USES.

See Mormon Church.

CONFLICT OF LAW.

See Local Law, 11.

CONSTITUTIONAL LAW.

A. Of the United States.

1. An agency of a line of railroad between Chicago and New York, established in San Francisco for the purpose of inducing passengers going from San Francisco to New York to take that line at Chicago, but not engaged in selling tickets for the route, or receiving or paying out money on account of it, is an agency engaged in interstate commerce; and a license-tax imposed upon the agent for the privilege of doing business in San Francisco is a tax upon interstate commerce, and is unconstitutional. *McCall* v. *California*, 104.
2. A railroad which is a link in a through line of road by which passengers and freight are carried into a State from other States and from that State to other States, is engaged in the business of interstate commerce; and a tax imposed by such State upon the corporation owning such road for the privilege of keeping an office in the State, for the use of its officers, stockholders, agents and employés (it being a corporation created by another State) is a tax upon commerce among the States, and as such is repugnant to the Constitution of the United States. *Norfolk and Western Railroad Co.* v. *Pennsylvania*, 114.
3. A State is not liable to pay interest on its debts, unless its consent to pay it has been manifested by an act of its legislature, or by a lawful contract of its executive officers. *United States* v. *North Carolina*, 211.
4. On bonds of the State of North Carolina, expressed to be redeemable on a day certain at a bank in the city of New York, with interest at

the rate of six per cent a year, payable half-yearly "from the date of this bond and until the principal be paid, on surrendering the proper coupons hereto annexed;" and issued by the Governor and Treasurer of the State under the statute of December 22, 1852, c. 10, which provides that the principal of such bonds shall be made payable on a day named therein, that coupons of interest shall be attached thereto, and that both bonds and coupons shall be made payable at some bank or place in the city of New York, or at the public treasury in the capital of the State, and makes no mention of interest after the date at which the principal is payable; the State is not liable to pay interest after that date. *Ib.*

5. The statute of Minnesota approved April 16, 1889, entitled "an act for the protection of the public health by providing for inspection, before slaughtering, of cattle, sheep and swine designed for slaughter for human food," is unconstitutional and void so far as it requires, as a condition of sales in Minnesota of fresh beef, veal, mutton, lamb or pork, for human food, that the animals, from which such meats are taken, shall have been inspected in that State before being slaughtered. *Minnesota* v. *Barber*, 314.
6. In whatever language a statute may be framed, its purpose must be determined by its natural and reasonable effect; and the presumption that it was enacted in good faith, for the purpose expressed in the title, cannot control the determination of the question whether it is, or is not repugnant to the Constitution of the United States. *Ib.*
7. This statute of Minnesota by its necessary operation, practically excludes from the Minnesota market all fresh beef, veal, mutton, lamb or pork, in whatever form, and although entirely sound, healthy and fit for human food, taken from animals slaughtered in other States; and as it thus directly tends to restrict the slaughtering of animals, whose meat is to be sold in Minnesota for human food, to those engaged in such business in that State, it makes such discrimination against the products and business of other States in favor of the products and business of Minnesota, as interferes with and burdens commerce among the several States. *Ib.*
8. A law providing for the inspection of animals, whose meats are designed for human food, cannot be regarded as a rightful exertion of the police power of the State, if the inspection prescribed is of such a character, or is burdened with such conditions, as will prevent the introduction into the State of sound meats, the product of animals slaughtered in other States. *Ib.*
9. A burden imposed upon interstate commerce is not to be sustained simply because the statute imposing it applies alike to the people of all the States, including the people of the State enacting it. *Ib.*
10. Chapter 489 of the Laws of New York of 1888, which provides that "the punishment of death must in every case be inflicted by causing to pass through the body of a convict a current of electricity of suffi-

cient intensity to cause death, and the application of such current must be continued until such convict is dead," is not repugnant to the Constitution of the United States, when applied to a convict who committed the crime for which he was convicted after the act took effect. *In re Kemmler*, 436.

11. The dominion and jurisdiction of a State, bounded by a river, continue as they existed at the time when it was admitted into the Union, unaffected by the action of the forces of nature upon the course of the river. *Indiana* v. *Kentucky*, 479.
12. Long acquiescence by one State in the possession of territory by another State, and in the exercise of sovereignty and dominion over it, is conclusive of the title and rightful authority of the latter State. *Ib.*

See MORMON CHURCH;
RAILROAD, 3.

B. OF THE STATES.

1. When a state constitution provides that "private property shall not be taken, appropriated or damaged for public use without just compensation" a railroad company constructing its road in a public street, under a sufficient grant from the legislature or municipality, is nevertheless liable to abutting owners of land for consequential injuries to their property resulting from such construction. *Hot Springs Railroad Co.* v. *Williamson*, 121.

See LOCAL LAW, 9.

CONTRACT.

1. The facts stated by the court constituted a valid contract, mutually binding on the parties, for the sale to the United States of a tract of land in Michigan for purposes of fortification and garrison, as specified in the act of July 8, 1886, 24 Stat. 128, c. 747. *Ryan* v. *United States*, 68.
2. If an offer is made by an owner of real estate in writing to sell it on specified terms, and the offer is accepted as made, without conditions, without varying its terms, and in a reasonable time, and the acceptance is communicated to the other party in writing within such time, and before the withdrawal of the offer, a contract arises from which neither party can withdraw at pleasure. *Ib.*
3. The city of Marshall agreed to give to the Texas and Pacific Railway $300,000 in county bonds, and 66 acres of land within the city limits for shops and depots; and the company, "in consideration of the donation" agreed "to permanently establish its eastern terminus and Texas offices at the city of Marshall," and "to establish and construct at said city the main machine shops and car works of said railway company." The city performed its agreements, and the company, on its part, made Marshall its eastern terminus, and built depots and

shops, and established its principal offices there. After the expiration of a few years Marshall ceased to be the eastern terminus of the road, and some of the shops were removed. The city filed this bill in equity to enforce the agreement, both as to the terminus and as to the shops; *Held*, (1) That the contract on the part of the railway company was satisfied and performed when the company had established and kept a depot and offices at Marshall, and had set in operation car works and machine shops there, and had kept them going for eight years and until the interests of the railway company and of the public demanded the removal of some or all of these subjects of the contract to some other place; (2) That the word "permanent" in the contract was to be construed with reference to the subject matter of the contract, and that, under the circumstances of this case it was complied with by the establishment of the terminus and the offices and shops contracted for, with no intention at the time of removing or abandoning them; (3) That if the contract were to be interpreted as one to forever maintain the eastern terminus, and the shops and Texas offices at Marshall, without regard to the convenience of the public, it would become a contract that could not be enforced in equity; (4) That the remedy of the city for the breach, if there was a breach, was at law. *Texas and Pacific Railway Co.* v. *Marshall*, 393.

See Court and Jury;
Frauds, Statute of.

CONTRACTS WITH THE UNITED STATES.

See Secretary of War.

CORNELL UNIVERSITY.

1. This court concurred with the Court of Appeals, 111 N. Y. 66, in holding that, at the time of the death of the testatrix, the property held by Cornell University exceeded $3,000,000, and, therefore, it could not take her legacy. *Cornell University* v. *Fiske*, 152.
2. The legislation of New York on the subject, in its acts of May 5, 1863, May 14, 1863, April 27, 1865, April 10, 1866, May 4, 1868, and May 18, 1880, and the contract of the State with Ezra Cornell, of August 4, 1866, selling to him the land scrip received by the State from the United States under the act of Congress, did not violate the act of Congress of July 2, 1862, 12 Stat. 503, c. 130. *Ib.*

CORPORATION.

1. Railroad corporations created by two or more States, though joined in their interests, in the operation of their roads, in the issue of their stock, and in the division of their profits, so as practically to be a single corporation, do not lose their identity; but each one has its existence and its standing in the courts of the country, only by virtue of the legislation of the State by which it is created; and union of name,

of officers, of business and of property does not change their distinctive character as separate corporations. *Nashua and Lowell Railroad* v. *Boston and Lowell Railroad*, 356.

2. Under a will bequeathing stock in a corporation and government bonds, in trust to pay "the dividends of said stock and the interest of said bonds as they accrue" to a daughter of the testator "during her lifetime, without percentage of commission or diminution of principal," and directing that upon her death "the said stocks, bonds and income shall revert to the estate" of the trustee, "without incumbrance or impeachment of waste," a stock dividend declared by a corporation which from time to time, before and after the death of the testator, has invested accumulated earnings in its permanent works and plant, and which, since his death, has been authorized by statute to increase its capital stock, is an accretion to capital, and the income thereof only is payable to the tenant for life. *Gibbons* v. *Mahon*, 549.

See JURISDICTION, B, 1;
MORMON CHURCH;
RAILROAD, 1, 2.

COURT AND JURY.

The construction and effect of a correspondence in writing, depending in no degree upon oral testimony or extrinsic facts, is a matter of law, to be decided by the court. *Hamilton* v. *Liverpool, London and Globe Ins. Co.*, 242.

CRIMINAL LAW.

1. A sale by a postmaster of postage stamps on credit is a violation of the act of June 17, 1878, c. 259, § 1, forbidding him to "sell or dispose of them except for cash." *In re Palliser*, 257.
2. Sending a letter to a postmaster, aking him whether, if the writer of the letter will send him five thousand circulars in addressed envelopes, he will put postage stamps on them and send them out at the rate of one hundred daily, and promising him, if he will do so, to pay to him the price of the stamps, is a tender of a contract for the payment of money to the postmaster, with intent to induce him to sell postage stamps on credit and in violation of his duty, and is punishable under § 5451 of the Revised Statutes. *Ib.*
3. The offence of tendering a contract for the payment of money in a letter mailed in one district and addressed to a public officer in another, to induce him to violate his official duty, may be tried in the district in which the letter is received by the officer. *Ib.*

DEVISE.

A testator devised all his real and personal estate to his widow for life, in trust for the equal benefit of herself and two children or the survivors of them; and devised all the property, remaining at the death of the

widow, to the children or the survivor of them in fee; and if both children should die before the widow, devised all the property to her in fee; *Held*, that the widow took the legal estate in the real property for her life; that she and the children took the equitable estate therein for her life in equal shares; and that the children took vested remainders in fee, subject to be divested by their dying before the widow. *Thaw* v. *Ritchie*, 519.

See District of Columbia, 5.

DISTRICT OF COLUMBIA.

1. The municipal corporation called the District of Columbia, created by the act of June 11, 1878, 18 Stat. 116, c. 337, is subject to the same liability for injuries to individuals, arising from the negligence of its officers in maintaining in safe condition, for the use of the public, the streets, avenues, alleys and sidewalks of the city of Washington, as was the District under the laws in force when the cause of action in *Barnes* v. *District of Columbia*, 91 U. S. 540, arose. *District of Columbia* v. *Woodbury*, 450.
2. The charge of the court below correctly stated the rules of law, both general and local to the District, which are applicable to this case; and they are reduced to seven propositions by this court in its opinion in this case, and are approved. *Ib.*
3. Under the statute of Maryland of 1798, c. 101, sub-ch. 12, § 10, the orphans' court of the District of Columbia had authority to order a sale by a guardian of real estate of his infant wards for their maintenance and education, provided that before the sale its order was approved by the Circuit Court of the United States sitting in chancery. *Thaw* v. *Ritchie*, 519.
4. The authority of the orphans' court of the District of Columbia under the statute of Maryland of 1789, c. 101, sub-ch. 12, § 10, to order a sale of an infants' real estate for his maintenance and education is not restricted to legal estates in possession. *Ib.*
5. Real estate devised to the testator's widow for the equal benefit of herself and their two infant children, and devised over in fee to the children after the death of the widow, and to her if she survived them, was ordered by the orphans' court of the District of Columbia, with the approval of the Circuit Court of the United States sitting in chancery, to be sold, upon the petition of the widow and guardian, alleging that the testator's property was insufficient to support her and the children, and praying for a sale of the real estate for the purpose of relieving her immediate wants and for the support and education of the children; *Held*, that the order of sale, so far as it concerned the infants' interests in the real estate, was valid under the statute of Maryland of 1798, c. 101, sub-ch. 12, § 10. *Ib.*
6. An order of the orphans' court of the District of Columbia, approved

by the Circuit Court of the United States sitting in chancery, under the statute of Maryland of 1798, c. 101, sub-ch. 12, § 10, for the sale by a guardian of real estate of his infant wards for their maintenance and education, cannot be collaterally impeached for want of notice to the infants, or of a record of the evidence on which either court proceeded, or of an accounting by the guardian for the proceeds of the sale. *Ib.*

See STATUTE, A.

DIVIDEND.

See CORPORATION, 2.

EJECTMENT.

In an action of ejectment, involving merely the legal title, the plaintiff is entitled to recover upon showing a good title as between him and the defendant. *Ryan* v. *United States*, 68.

EQUITY.

See CONTRACT, 3;
INSURANCE, 2;
LACHES;
MORMON CHURCH;
RECEIVER.

ERROR.

The refusal of the court below to grant the defendant's request to charge upon a question in relation to which the plaintiff had introduced no evidence, and which was, therefore, an abstract question, not before the court, was not error. *Hot Springs Railroad Co.* v. *Williamson*, 121.

ESTOPPEL.

1. When one assumes by his deed to convey a title to real estate and by any form of assurance obligates himself to protect the grantee in the enjoyment of that which the deed purports to give him, he will not be suffered afterwards to acquire and assert an adverse title, and turn his grantee over to a suit upon the covenant for redress. *Ryan* v. *United States*, 68.
2. J. H. A. resided in Reading in Massachusetts. J. A., his father, who had formerly resided there, removed to Lancaster in New Hampshire, of which he has since been a resident. The son becoming insolvent, the father became surety for one of his assignees, and for that purpose signed a bond in which he was described as of Reading; *Held*, that no one being prejudiced thereby, this did not estop the father in a suit in Louisiana between him and the assignee, involving a claim to property of the insolvent there, from showing that he was not a citizen of Massachusetts, but a citizen of New Hampshire. *Reynolds* v. *Adden*, 348.

EVIDENCE.

1. When, under a contract to sell real estate, the vendor delivers to the vendee a deed of conveyance for the purpose of examination, its recitals, if the memorandum of sale is not fatally defective under the statute of frauds, are competent for the purpose of showing the precise locality of the parcel referred to in the memorandum. *Ryan* v. *United States*, 68.
2. Evidence that a medical man, who had been in the habit of contributing articles to scientific journals was unable to do so by reason of injuries caused by a defect in a public street is admissible in an action to recover damages from the municipality, without showing that he received compensation for the articles. *District of Columbia* v. *Woodbury*, 450.
3. The admission of incompetent evidence at the trial below is no cause for reversal if it could not possibly have prejudiced the other party. *Ib.*
4. General objections at the trial below, to the admission of testimony, without indicating with distinctness the precise grounds on which they are intended to rest, are without weight before the appellate court. *Ib.*
5. The stenographic report of an oral opinion of the court below, as reported by the reporter of that court, cannot be referred to to control the record certified to this court. *Ib.*
6. The minute book of a court of chancery is competent and conclusive evidence of its doings, in the absence of an extended record. *Thaw* v. *Ritchie*, 519.

See EXTRADITION, 3;
INSURANCE, 8, 9, 10.

EXECUTIVE.

See SECRETARY OF WAR.

EXTRADITION.

1. A writ of *habeas corpus* in a case of extradition cannot perform the office of a writ of error. *In re Oteiza y. Cortes*, 330.
2. If the commissioner has jurisdiction of the subject matter and of the person of the accused, and the offence charged is within the terms of a treaty of extradition, and the commissioner, in arriving at a decision to hold the accused, has before him competent legal evidence on which to exercise his judgment as to whether the facts are sufficient to establish the criminality of the accused for the purposes of extradition, such decision of the commissioner cannot be reviewed by a Circuit Court or by this court, on *habeas corpus*, either originally or by appeal. *Ib.*
3. In § 5 of the act of August 3, 1882, c. 378, (22 Stat. 216,) the words "for similar purposes" mean, "as evidence of criminality," and depositions, or other papers, or copies thereof, authenticated and certified

in the manner prescribed in § 5, are not admissible in evidence, on the hearing before the commissioner, on the part of the accused. *Ib.*

FEME COVERT.

See Local Law, 9.

FRAUDS, STATUTE OF.

1. Under the Michigan statute of frauds it is not essential that the description in a memorandum for the sale of real estate should have such particulars and tokens of identification as to render a resort to extrinsic evidence needless when the writing comes to be applied to the subject matter; but it must be sufficient to comprehend the property which is the subject of the contract, so that, with the aid of extrinsic evidence, without being contradicted or added to, it can be connected with and applied to the tract intended, to the exclusion of other parcels. *Ryan* v. *United States*, 68.
2. A complete contract, binding under the statute of frauds, may be gathered from letters, writings and telegrams between the parties relating to its subject matter, and so connected with each other that they may fairly be said to constitute one paper relating to the contract. *Ib.*

GUARDIAN AND WARD.

See District of Columbia, 3, 4, 5, 6.

HABEAS CORPUS.

1. On a body execution issued against a debtor on a judgment in the Circuit Court of the United States for the District of Massachusetts, his arrest was authorized on the ground that he had property not exempt which he did not intend to apply to pay the judgment claim. Notice having been given to the creditor that the debtor desired to take the oath for the relief of poor debtors, his examination was begun before a United States commissioner. Pending this, charges of fraud were filed against him, in having fraudulently disposed of property, with a design to secure the same to his own use and to defraud his creditors. His examination as a poor debtor was suspended, and a hearing was had on the charges of fraud. After the testimony thereon was closed, the commissioner refused to resume the poor debtor examination, and then sustained the charges of fraud and sentenced the debtor to be imprisoned for six months. His examination as a poor debtor was not read to him and corrected, and he did not sign or swear to it, and the commissioner refused to administer to him the oath for the relief of poor debtors. He was then taken into custody under the execution and lodged in jail. On a hearing on a writ of *habeas corpus* the Circuit Court discharged such writ and remanded him to the custody of the marshal. On an appeal to this court; *Held*, that the order must be affirmed. *Stevens* v. *Fuller*, 468.

2. As the commissioner had jurisdiction of the subject matter and of the person of the debtor, any errors or irregularities in the proceedings could not be reviewed by the Circuit Court on *habeas corpus*, or by this court, on the appeal. *Ib.*

3. A District Court of the United States has no authority in law to issue a writ of *habeas corpus* to restore an infant to the custody of its father, when unlawfully detained by its grand-parents. *In re Burrus*, 586.

See Cases Affirmed, 1;
Extradition, 1.

HUSBAND AND WIFE.

See Local Law, 9.

INDIANA.

See Constitutional Law, A, 11, 12;
Kentucky.

INSOLVENT DEBTOR.

See Local Law, 10, 11.

INSURANCE.

1. A condition in a policy of fire insurance, that any difference arising between the parties as to the amount of loss or damage of the property insured shall be submitted, at the written request of either party, to the appraisal of competent and impartial persons, whose award shall be conclusive as to the amount of loss or damage only, and shall not determine the question of the liability of the insurance company; that the company shall have the right to take the whole or any part of the property at its appraised value; and that, until such appraisal and award, no loss shall be payable or action maintainable; is valid. And if the company requests in writing that the loss or damage be submitted to appraisers in accordance with the condition, and the assured refuses to do so unless the company will consent in advance to define the legal powers and duties of the appraisers, and against the protest of the company asserts and exercises the right to sell the property before the completion of an award, he can maintain no action upon the policy. *Hamilton* v. *Liverpool, London and Globe Ins. Co.*, 242.

2. When, by inadvertence, accident or mistake, a policy of insurance does not correctly set forth the contract personally made between the parties, equity may reform it so as to express the real agreement. *Thompson* v. *Phenix Ins. Co.*, 287.

3. A policy of fire insurance, running to a particular person as receiver in a named suit, provided that it should become void "if any change takes place in title or possession, (except in case of succession by reason of the death of the assured,) whether by legal process, or judicial decree, or voluntary transfer or conveyance;" *Held*, (1) That

this clause does not necessarily import that a change of receivers during the life of the policy would work a change either in title or possession; (2) That the title is not in the receiver, but in those for whose benefit he holds the property; (3) That in a legal sense the property was not in his possession, but in the possession of the court, through him as its officer. *Ib.*

4. The principle reaffirmed that when a policy is so drawn as to require interpretation, and to be fairly susceptible of two different constructions, that one will be adopted which is most favorable to the insured. *Ib.*
5. Although the policy in this case provided that no action upon it should be maintained after the expiration of twelve months from the date of the fire, yet the benefit of this clause might be waived by the insurer, and will be regarded as waived if the course of conduct of the insurer was such as to induce the insured to delay bringing suit within the time limited: and if the insured delayed in consequence of hopes of adjustment, held out by the insuring company, the latter will not be permitted to plead the delay in bar of the suit. *Ib.*
6. Where a policy of marine insurance excepts losses and perils occasioned by want of ordinary care and skill in navigation, or by want of seaworthiness, and a statute of the country to which the insured vessel belongs requires all vessels to go at a moderate speed in a fog, and the insured vessel, having a defective compass, is stranded while going at full speed in a fog, and a loss ensues, the burden of proof is on the insured to show that neither the speed at which the vessel was running nor the defect in the compass could have caused, or contributed to cause, the stranding. *Richelieu and Ontario Navigation Co.* v. *Boston Marine Ins. Co.*, 408.
7. The exception in a marine policy of losses occasioned by unseaworthiness is, in effect, a warranty that a loss shall not be so occasioned, and it is therefore immaterial whether a defect in the compass of the vessel which amounts to unseaworthiness was or was not known before the loss. *Ib.*
8. When in a policy of marine insurance it is provided that acts of the insurers or their agents in recovering, saving and preserving the property insured, in case of disaster, shall not be considered as an acceptance of an abandonment, such acts in sending a wrecking party on notice of a stranding of a vessel, in taking possession of it and in repairing it, if done in ignorance of facts which vitiated the policy, do not amount to acceptance of abandonment; but it is a question for the jury to determine whether such acts, taken in connection with all the facts, and with the provisions in the policy, amounted to such an acceptance. *Ib.*
9. Although a protest by a master of a vessel after loss is ordinarily not admissible in evidence during his lifetime, yet in this case it was rightfully admitted, because it was made part of the proof of the loss. *Ib.*

10. A stranded insured vessel, having been recovered and repaired, was libelled and sold for the repairs, neither the owners nor the insurers being willing to pay for them. In an action between the owners and the insurer to recover the insurance; *Held*, that the record in that suit was not admissible against the insurer to establish acceptance of an abandonment. *Ib.*

See RECEIVER, 8, 9.

JURISDICTION.

A. OF THE SUPREME COURT OF THE UNITED STATES.

1. When the matter set up in a cross-bill is directly responsive to the averments in the bill, and is directly connected with the transactions which are set up in the bill as the gravamen of the plaintiff's case, the amount claimed in the cross-bill may be taken into consideration in determining the jurisdiction of this court on appeal from a decree on the bill. *Lovell* v. *Cragin*, 130.
2. Under the will of a testatrix who resided in New York, Cornell University, a corporation of that State, was made her residuary legatee. It was provided in its charter that it might hold real and personal property to an amount not exceeding $3,000,000 in the aggregate. The Court of Appeals of New York having held that it had no power to take or hold any more real and personal property than $3,000,000 in the aggregate, at the time of the death of the testatrix, and that, under the jurisprudence of New York, her heirs at law and next of kin had a right to avail themselves of that fact, if it existed, in the controversy about the disposition of the residuary estate, this court held that such decision of the Court of Appeals did not involve any federal question and was binding upon this court. *Cornell University* v. *Fiske*, 152.
3. A federal question was involved in this case, arising under the act of Congress of July 2, 1862, 12 Stat. 503, c. 130, granting lands to the State of New York to provide a college for the benefit of agriculture and the mechanic arts. *Ib.*
4. Upon appeal from a decree in equity of the Circuit Court of the United States accompanied by a certificate of division in opinion between two judges before whom the hearing was had, in a case in which the amount in dispute is insufficient to give this court jurisdiction, its jurisdiction is confined to answering the questions of law certified. *Union Bank* v. *Kansas City Bank*, 223.
5. Upon the question of the construction and effect of a statute of a State, regulating assignments for the benefit of creditors, the decisions of the highest court of the State are of controlling authority in the courts of the United States. *Ib.*
6. An appeal from a decree of the Circuit Court of the United States, dismissing a bill filed by creditors to set aside a mortgage by their debtor, is within the jurisdiction of this court as to those creditors only whose debts severally exceed $5000. *Smith Middlings Purifier Co.* v. *McGroarty*, 237.

See LOCAL LAW, 8.

B. Of Circuit Courts of the United States.

1. The Nashua and Lowell Railroad Corporation was incorporated by the State of New Hampshire June 23, 1835, "to locate, construct and keep in repair a railroad from any point in the southern line of the State to some convenient place in or near Nashua," seven persons being named as incorporators. The Nashua and Lowell Railroad Corporation, (three out of the seven being named as incorporators,) was incorporated by the State of Massachusetts on the 16th of April, 1836, "to locate, construct and finally complete a railroad from Lowell" "to form a junction with the portion of said Nashua and Lowell Railroad lying within the State of New Hampshire." The legislature of Massachusetts, on the 10th of April, 1838, enacted that "the stockholders" of the New Hampshire Company "are hereby constituted stockholders" of the Massachusetts Company, "and the said two corporations are hereby united into one corporation," and further provided that the act should "not take effect until the legislature of . . . New Hampshire shall have passed an act similar to this uniting the said stockholders into one corporation, nor until the said acts have been accepted by the said stockholders." The legislature of New Hampshire, on the 26th of June, 1838, enacted "that the two corporations . . . are hereby authorized, from and after the time when this act shall take effect, to unite said corporations, and from and after the time said corporations shall be united, all property owned, acquired or enjoyed by either shall be taken and accounted to be, the joint property of the stockholders, for the time being, of the two corporations." A common stock was issued for the whole line, and for the forty-five years which intervened the two properties were under the management of one board of directors; but there was no other evidence that the stockholders had acted on these statutes; *Held*, that the New Hampshire Corporation, being a citizen of that State, was entitled to go into the Circuit Court of Massachusetts, and bring its bill there against a citizen of that State; and that its union or consolidation with another corporation of the same name, organized under the laws of Massachusetts, did not extinguish or modify its character as a citizen of New Hampshire, or give it any such additional citizenship in Massachusetts, as to defeat its right to go into that court. *Nashua and Lowell Railroad* v. *Boston and Lowell Railroad*, 356.

See Extradition, 2;
Habeas Corpus, 1.

C. Of District Courts of the United States.
See Habeas Corpus, 3.

KENTUCKY.

The waters of the Ohio River, when Kentucky became a State, flowed in a channel north of the tract known as Green River Island, and the

jurisdiction of Kentucky at that time extended, and ever since has extended, to what was then low-water mark on the north side of that channel, and the boundary between Kentucky and Indiana must run on that line, as nearly as it can now be ascertained, after the channel has been filled. *Indiana* v. *Kentucky*, 479.

See CONSTITUTIONAL LAW, A, 11, 12.

LANDLORD AND TENANT.

See LOCAL LAW, 10.

LACHES.

A plaintiff who delays for fifteen years after an alleged fraud comes to his knowledge before seeking relief in equity is guilty of laches, and his bill should be dismissed. *Norris* v. *Haggin*, 386.

LOCAL LAW.

1. In Louisiana the holder of one or more of a series of notes, secured by a concurrent mortgage of real estate, is entitled to a *pro rata* share in the net proceeds, arising from a sale of the mortgaged property, at the suit of a holder of any of the other notes; and an hypothecary action lies to enforce such claim, based upon the obligation which the law casts upon the purchaser to pay the *pro rata* share of the debt represented by the notes that were not the subject of the foreclosure suit. *Lovell* v. *Cragin*, 130.
2. Such obligation, cast by law upon the purchaser, partakes of the nature of a judicial mortgage, and, in order to be effective as to third persons, (*i.e.* persons who are not parties to the act or the judgment on which the mortgage is founded,) it must be inscribed with the recorder of mortgages, and no lien arises until it is so registered. *Ib.*
3. Under the laws of Louisiana a claim for damages arising from alleged wrongful acts of a party with respect to removing personal property from a plantation while he had possession of it, and for waste committed by him about the same time, are quasi-offences, and are prescribed in one year. *Ib.*
4. Section 354 of the Revised Statutes of Missouri of 1879, concerning voluntary assignments for the benefit of creditors, does not invalidate a deed of trust, in the nature of a mortgage, by an insolvent debtor, of all his personal property to secure the payment of preferred debts reserving a right of redemption. *Union Bank* v. *Kansas City Bank*, 223.
5. By the law of Missouri, one partner has power to bind his copartners by a mortgage of all the personal property of the partnership to secure the payment of particular debts of the partnership. *Ib.*
6. By the law of Missouri, a mortgage by one partner of the personal property of an insolvent partnership, to secure the payment of particular debts of the partnership, is valid, and does not operate as a voluntary assignment for the benefit of all its creditors under § 354 of the Re-

vised Statutes of 1879; although another partner does not assent to the mortgage and has previously authorized the making of a voluntary assignment under the statute; and although the partner making the mortgage procures a simultaneous appointment of a receiver of all the partnership property. *Ib.*

7. The filing of a voluntary assignment for the benefit of creditors, and of the assignee's bond, in a probate court, under the statutes of Ohio, does not prevent a creditor, who is a citizen of another State, and has not become a party to the proceedings in the state court, from suing in equity in the Circuit Court of the United States to set aside a mortgage made by the debtor contemporaneously with the assignment. *Smith Middlings Purifier Co.* v. *McGroarty*, 237.
8. In Ohio, a mortgage by an insolvent trading corporation to prefer some of its creditors, having been held by the Supreme Court of the State to be invalid, under its constitution and laws, against general creditors, such a mortgage must be held invalid in the courts of the United States. *Ib.*
9. A and B intermarried in Arkansas in 1859, during which year a child was born to them alive, capable of inheriting, but died in 1862. In 1864, C died, the owner of estate, real and personal in Arkansas, leaving as sole heirs at law, his father, D, his brother, A, and a sister, E. The two latter became the owners in common of decedent's realty, subject to a life estate in D, their father. In 1870 D died, after which in 1871, A and E agreed upon a partition. A desiring to vest the title to his share in his wife — he being then solvent — conveyed (his wife uniting with him to relinquish dower) to his sister E, all his interest in the lands inherited from his brother. By deed of date January 2, 1871, E (her husband joining her) conveyed to A's wife what was regarded as one-half in value of the lands formerly owned by C, including those in dispute in this suit. This deed was recorded May 24, 1875, in the county where A's wife then and ever since resided. No other schedule of it, nor other record nor intention to claim the lands in dispute as her separate property was ever filed by her. After the date of the deed to A's wife, the lands in dispute were cultivated by him as agent of his wife, and in her name, for her and not in his own right. In 1884, his creditors obtained a judgment against him, and another on a debt contracted in 1881, sued out execution, and caused it to be levied upon the lands in dispute, and advertised them to be sold. A's wife brought a suit in equity to enjoin the sale upon the ground that the lands were not subject to her husband's debts, and that a sale would create a cloud upon her title; *Held*, (1) The constitution of Arkansas of 1868 placed property thereafter acquired by a married woman, whether by gift, grant, inheritance or otherwise, as between herself and her husband, under her exclusive control, with power to dispose of it or its proceeds, as she pleased; (2) The deed by E and her husband to A's

wife was subject to the constitution of 1868, which made any property acquired by the wife, after it went into operation, her separate estate, free from his control; (3) When the deed of 1871 was recorded in 1875, if not before, the lands in dispute became free from the debts of A, and therefore were not liable for the debt contracted in 1881; (4) Neither the constitution of 1868 nor that of 1874 could take from the husband any rights vested in him prior to the adoption of either instrument. But when the constitution of 1868 was adopted A had no estate by the curtesy in these lands in virtue of his marriage; for his wife had then no interest in them. In Arkansas, as at common law, except when from the nature and circumstances of the real property of the wife, she may be regarded as conclusively in possession, marriage, actual seisin, issue and death of the wife are all requisite to create an estate by the curtesy; (5) It is competent for a State, in its fundamental law or by statute, to provide that all property thereafter acquired by or coming to a married woman, shall constitute her separate estate, not subject to the control, nor liable for the debts, of the husband; (6) It is the right of those who have a clear, legal and equitable title to land, connected with possession, to claim the interference of a court of equity to give them peace or dissipate a cloud on the title. *Allen* v. *Hanks*, 300.

10. Saloy, being the owner of a plantation in Louisiana, leased it to B. P. Dragon and Athanase Dragon. The Dragons arranged with Bloch to furnish them with goods, supplies and moneys necessary to carry on the plantation, for which he was to have a factor's lien or privilege on the crops, which were also to be consigned to him for sale. Saloy contracted before the same notary as follows: "And here appeared and intervened herein Bertrand Saloy, who, after having read and taken cognizance of what is hereinbefore written, declared that he consents and agrees that his claim and demands as lessor of the aforesaid 'Monsecours plantation' shall be subordinate and inferior in rank to the claims and privileges of said Bloch as the furnisher of supplies or for advances furnished under this contract; and that said Bloch shall be reimbursed from the crops of 1883 made on said place the full amount of his advances hereunder without regard and in preference to the demands of said Saloy for the rental of said plantation; provided, however, that three hundred and fifty sacks of seed rice shall remain or be left on said plantation out of the crop of this year for the purposes thereof for the year 1884;" *Held*, (1) That under the laws of Louisiana the privilege or lien of the landlord over the crops of the tenant was superior to that of the factor; (2) That the effect of Saloy's agreement was only the waiver of that priority, and that it did not commit him in any degree to the fulfilment by the Dragons of their agreements with Bloch; (3) That if Saloy asserted his privilege by taking possession of the crops, (which he did,) he thereby became liable to account to Bloch, and that this liability

could be enforced by a suit in equity, to which the Dragons would be necessary parties; (4) But that he was not liable therefor to Bloch in an action at law, to which the Dragons were not parties. *Saloy* v. *Bloch*, 338.

11. In Louisiana a transfer of the estate of an insolvent debtor by judicial operation is not binding upon the citizens and inhabitants of Louisiana, or of any other State except the State in which the insolvent proceedings have taken place — at least until the legal assignee has reduced the property to possession, or done what is equivalent thereto. *Reynolds* v. *Adden*, 348.

District of Columbia. *See* DISTRICT OF COLUMBIA; STATUTE, A.
Illinois. *See* PROMISSORY NOTE.

MARRIED WOMAN.

See LOCAL LAW, 9.

MORMON CHURCH.

The Church of Jesus Christ of Latter-Day Saints was incorporated February, 1851, by an act of assembly of the so-called State of Deseret, which was afterwards confirmed by act of the territorial legislature of Utah, the corporation being a religious one, and its property and funds held for the religious and charitable objects of the society, a prominent object being the promotion and practice of polygamy, which was prohibited by the laws of the United States. Congress, in 1887, passed an act repealing the act of incorporation, and abrogating the charter; and directing legal proceedings for seizing its property and winding up its affairs: *Held* that,

(1) The power of Congress over the Territories is general and plenary, arising from the right to acquire them; which right arises from the power of the government to declare war and make treaties of peace, and also, in part, arising from the power to make all needful rules and regulations respecting the territory or other property of the United States;

(2) This plenary power extends to the acts of the legislatures of the Territories, and is usually expressed in the organic act of each by an express reservation of the right to disapprove and annul the acts of the legislature thereof;

(3) Congress had the power to repeal the act of incorporation of the Church of Jesus Christ of Latter-Day Saints, not only by virtue of its general power over the Territories, but by virtue of an express reservation in the organic act of the Territory of Utah of the power to disapprove and annul the acts of its legislature;

(4) The act of incorporation being repealed, and the corporation dissolved, its property in the absence of any other lawful owner, devolved to the United States, subject to be disposed of according to the principles

applicable to property devoted to religious and charitable uses; the real estate, however, being also subject to a certain condition of forfeiture and escheat contained in the act of 1862;

(5) The general system of common law and equity, except as modified by legislation, prevails in the Territory of Utah, including therein the law of charitable uses;

(6) By the law of charitable uses, when the particular use designated is unlawful and contrary to public policy, the charity property is subject to be applied and directed to lawful objects most nearly corresponding to its original destination, and will not be returned to the donors, or their heirs or representatives, especially where it is impossible to identify them;

(7) The court of chancery, in the exercise of its ordinary powers over trusts and charities, may appoint new trustees on the failure or discharge of former trustees; and may compel the application of charity funds to their appointed uses, if lawful; and, by authority of the sovereign power of the State, if not by its own inherent power, may reform the uses when illegal or against public policy by directing the property to be applied to legal uses, conformable, as near as practicable, to those originally declared;

(8) In this country the legislature has the power of *parens patriæ* in reference to infants, idiots, lunatics, charities, etc., which in England is exercised by the crown; and may invest the court of chancery with all the powers necessary to the proper superintendence and direction of any gift to charitable uses;

(9) Congress, as the supreme legislature of Utah, had full power and authority to direct the winding up of the affairs of the Church of Jesus Christ of Latter-Day Saints as a defunct corporation, with a view to the due appropriation of its property to legitimate religious and charitable uses conformable, as near as practicable, to those to which it was originally dedicated. This power is distinct from that which may arise from the forfeiture and escheat of the property under the act of 1862;

(10) The pretence of religious belief cannot deprive Congress of the power to prohibit polygamy and all other open offences against the enlightened sentiment of mankind. *Mormon Church* v. *United States*, 1.

MORTGAGE.

See Local Law, 1, 2, 3, 5, 6;
Party, 1, 2.

MUNICIPAL CORPORATION.

See District of Columbia, 1.

ORPHANS' COURT.

See District of Columbia, 3, 4, 6;
Statute, A.

PARENS PATRIÆ.

See MORMON CHURCH.

PARTY.

1. A party bidding at a foreclosure sale of a railroad makes himself thereby a party to the proceedings, and subject to the jurisdiction of the court for all orders necessary to compel the perfecting of his purchase; and with a right to be heard on all questions thereafter arising, affecting his bid, which are not foreclosed by the terms of the decree of sale, or are expressly reserved to him by such decree. *Kneeland* v. *American Loan & Trust Co.*, 89.
2. Where not concluded by the terms of a decree of foreclosure of a railroad, any subsequent rulings which determine in what securities, of diverse value, the purchaser's bid shall be made good, are matters affecting his interests, and in which he has a right to be heard in the trial court, and by appeal in the appellate court. *Ib.*

POLYGAMY.

See MORMON CHURCH.

POSTAGE STAMPS.

See CRIMINAL LAW, 1.

PROMISSORY NOTE.

The maker executed in the State of Illinois and delivered to the promisee a series of notes, one of which was acquired by a *bona fide* endorsee, and was as follows: "$5000. Chicago, Ill., January 30, A.D. 1884. For value received, four months after date, the Chicago Railway Equipment Company promise to pay to the order of the Northwestern Manufacturing and Car Company of Stillwater, Minnesota, five thousand dollars, at First Nat. Bank of Chicago, Illinois, with interest thereon, at the rate of — per cent per annum, from date until paid. This note is one of a series of twenty-five notes, of even date herewith, of the sum of five thousand dollars each, and shall become due and payable to the holder on the failure of the maker to pay the principal and interest of any one of the notes of said series, and all of said notes are given for the purchase price of two hundred and fifty railway freight cars manufactured by the payee hereof and sold by said payee to the maker hereof, which cars are numbered from 13,000 to 13,249, inclusive, and marked on the side thereof with the words and letters Blue Line C. & E. I. R. R. Co.; and it is agreed by the maker hereof that the title to said cars shall remain in the said payee until all the notes of said series, both principal and interest, are fully paid, all of said notes being equally and ratably secured on said cars. No. 1. George B. Burrows, Vice-President. Countersigned by E. D. Buffington, Treas.," *Held*, (1) That this was a negotiable promissory note

according to the statute of Illinois, where it was made, as well as by the general mercantile law; (2) That its negotiability was not affected by the fact that the title of the cars for which it was given remained in the vendor until all the notes of the same series were fully paid, the title being so retained only by way of security for the payment of the notes, and the agreement for the retention for that purpose being a short form of chattel-mortgage; (3) That its negotiability was not affected by the fact that it might, at the option of the holder, and by reason of the default of the maker, become due at a date earlier than that fixed. *Chicago Railway Equipment Co.* v. *Merchants' Bank*, 269.

RAILROAD.

1. While, as a general rule, the directors of a railroad company cannot, without the previous approval of their stockholders, authorize the construction of a passenger station in a city situated in a State foreign to that in which the company was created, and to which its own road does not extend, and cannot make the company responsible for any portion of the cost of such construction; yet, the fact that such increased facilities at Boston were necessary to enable the joint management under the contract between the Boston and Lowell and the Nashua and Lowell Companies to retain the extended business, common to both, justified the directors of the Nashua Company in incurring obligations on account of such expenditures, and brought them within the general scope of directors' powers. *Nashua and Lowell Railroad* v. *Boston and Lowell Railroad*, 356.
2. A contract between two railroad companies, situated in different States, for the management of the business common to both by one of them, with an agreed division of receipts and expenses, does not warrant the managing company in purchasing at the common expense, the control of a rival line, without the assent of the stockholders of the other company. *Ib.*
3. Railroad corporations, created by two or more States, though joined in their interests, in the operation of their roads, in the issue of their stock and in the division of their profits, so as practically to be a single corporation, do not lose their identity; but each has its existence and its standing in the courts of the country only by virtue of the legislation of the State by which it was created, and the union of name, of officers, of business and of property does not change their distinctive character as separate corporations. *Ib.*

See Constitutional Law, A, 1, 2; B;
Contract, 3;
Corporation, 1;
Jurisdiction, B, 1;
Party, 1, 2;
Receiver, 1, 2, 3, 4, 5, 6.

RECEIVER.

1. The appointment of a receiver of a railroad vests in the court no absolute control of the property, and no general authority to displace

vested contract liens, and when a court makes such an appointment it has no right to make the receivership conditional on the payment of any unsecured claims except the few which by the rulings of this court have been declared to have an equitable priority; it being the exception and not the rule that the contract priority of liens can be displaced. *Kneeland* v. *American Loan and Trust Co.*, 89.

2. A court which appoints a receiver acquires, by virtue of that appointment, certain rights and assumes certain obligations, and the expenses which the court creates in discharge of those obligations are necessarily burdens on the property taken possession of, and this, irrespective of the question who may be the ultimate owner, or who may have the preferred lien, or who may invoke the receivership. *Ib.*
3. When a court appoints a receiver of railroad property it may, in the administration, contract debts necessary for operating the road, or for labor, supplies or rentals, and make them a prior lien on the property. *Ib.*
4. When, at the instance of a general creditor, a receiver of a railroad and its rolling stock is appointed, and among the latter there is rolling stock leased to the company with a right of purchase, and, there being a deficit in the running of the road by the receiver, the rental is not paid, and the lessor takes possession of his rolling stock, his claim for rent is not entitled to priority over mortgage creditors on the foreclosure and sale of the road under the mortgage. *Ib.*
5. Where the holder of a first lien upon the realty alone of a railroad company asks a court of chancery to take possession not only of the realty but also of personal property used for the benefit of the realty, that personalty thus taken possession of and operated for the benefit of the realty should be first paid in preference to the claim secured by the realty. *Ib.*
6. Where, on the application of the trustee of a railroad mortgage, a receiver is appointed and takes possession of the road and of its rolling stock, and among the latter is rolling stock which the company was operating under lease, and the receiver continues to operate it, its rental at the contract price, (and not according to its actual use,) if not paid from earnings will be a charge upon the proceeds of the sale under the foreclosure of the mortgage prior to the mortgage debt. *Ib.*
7. A receiver derives his authority from the act of the court, and not from the act of the parties; and the effect of his appointment is to put the property from that time into his custody as an officer of the court, for the benefit of the party ultimately proved to be entitled, but not to change the title, or even the right of possession. *Union Bank* v. *Kansas City Bank*, 223.
8. Under some circumstances a receiver would be derelict in duty if he did not cause to be insured the property committed to his custody, to be kept safely for those entitled to it. *Thompson* v. *Phenix Ins. Co.*, 287.

9. If a receiver, without the previous sanction of the court, applies funds in his hands to pay insurance premiums, the policy is not, for that reason, void as between him and the company; but the question whether he has rightly applied such funds is a matter that concerns only himself, the court whose officer he is, and the parties interested in the property. *Ib.*

10. Where a receiver uses moneys in his hands without the previous order of the court, the amount so expended may be allowed to him if he has acted in good faith and for the benefit of the parties. *Ib.*

See INSURANCE, 3.

REQUESTS TO CHARGE.

See ERROR.

RES JUDICATA.

It appearing that the subject of the controversy in this case is identical with that which was before the court in an action at law at October term, 1883, in *Cragin* v. *Lovell*, 109 U. S. 194, and that the parties are the same, and that the court then held that "the petition shows no privity between the plaintiff and Cragin," and "alleges no promise or contract by Cragin to or with the plaintiff;" *Held*, that while the plea of *res judicata* is not strictly applicable, the court should make the same disposition of the controversy which was made then. *Lovell* v. *Cragin*, 130.

SECRETARY OF WAR.

In the absence of the Secretary of War the authority with which he was invested by that act could be exercised by the officer who, under the law, became for the time Acting Secretary of War. *Ryan* v. *United States*, 68.

STATUTE.

See TABLE OF STATUTES CITED IN OPINIONS.

A. CONSTRUCTION OF STATUTES.

The statute of Maryland of 1798, c. 101, sub-ch. 12, § 10, is not repealed by the act of Congress of March 3, 1883, c. 87. *Thaw* v. *Ritchie*, 519.

See CONSTITUTIONAL LAW, A, 6;
EXTRADITION, 3;
JURISDICTION, A, 5;

B. STATUTES OF THE UNITED STATES.

See CONTRACT, 1;
CORNELL UNIVERSITY, 2;
CRIMINAL LAW, 1, 2;
DISTRICT OF COLUMBIA, 1;
EXTRADITION, 3;
JURISDICTION, A, 3;
MORMON CHURCH.

C. STATUTES OF STATES AND TERRITORIES.

Arkansas. *See* CONSTITUTIONAL LAW, B;
LOCAL LAW, 9.
Illinois. *See* PROMISSORY NOTE.
Louisiana. *See* LOCAL LAW, 1, 2, 3.
Maryland. *See* DISTRICT OF COLUMBIA, 3, 4, 5, 6.
Massachusetts. *See* JURISDICTION, B, 1.
Michigan. *See* FRAUDS, STATUTE OF.
Minnesota. *See* CONSTITUTIONAL LAW, A, 5, 7, 8.
Missouri. *See* LOCAL LAW, 4, 6.
New Hampshire. *See* JURISDICTION, B, 1.
New York. *See* CONSTITUTIONAL LAW, A, 10;
CORNELL UNIVERSITY, 2.
North Carolina. *See* CONSTITUTIONAL LAW, A, 4.
Ohio. *See* LOCAL LAW, 7.
Utah. *See* MORMON CHURCH.

D. FOREIGN STATUTES.

Canada. *See* INSURANCE, 6.

STATUTE OF FRAUDS.

See FRAUDS, STATUTE OF.

TERRITORIES.

See MORMON CHURCH.

UTAH.

See MORMON CHURCH.

WARRANTY.

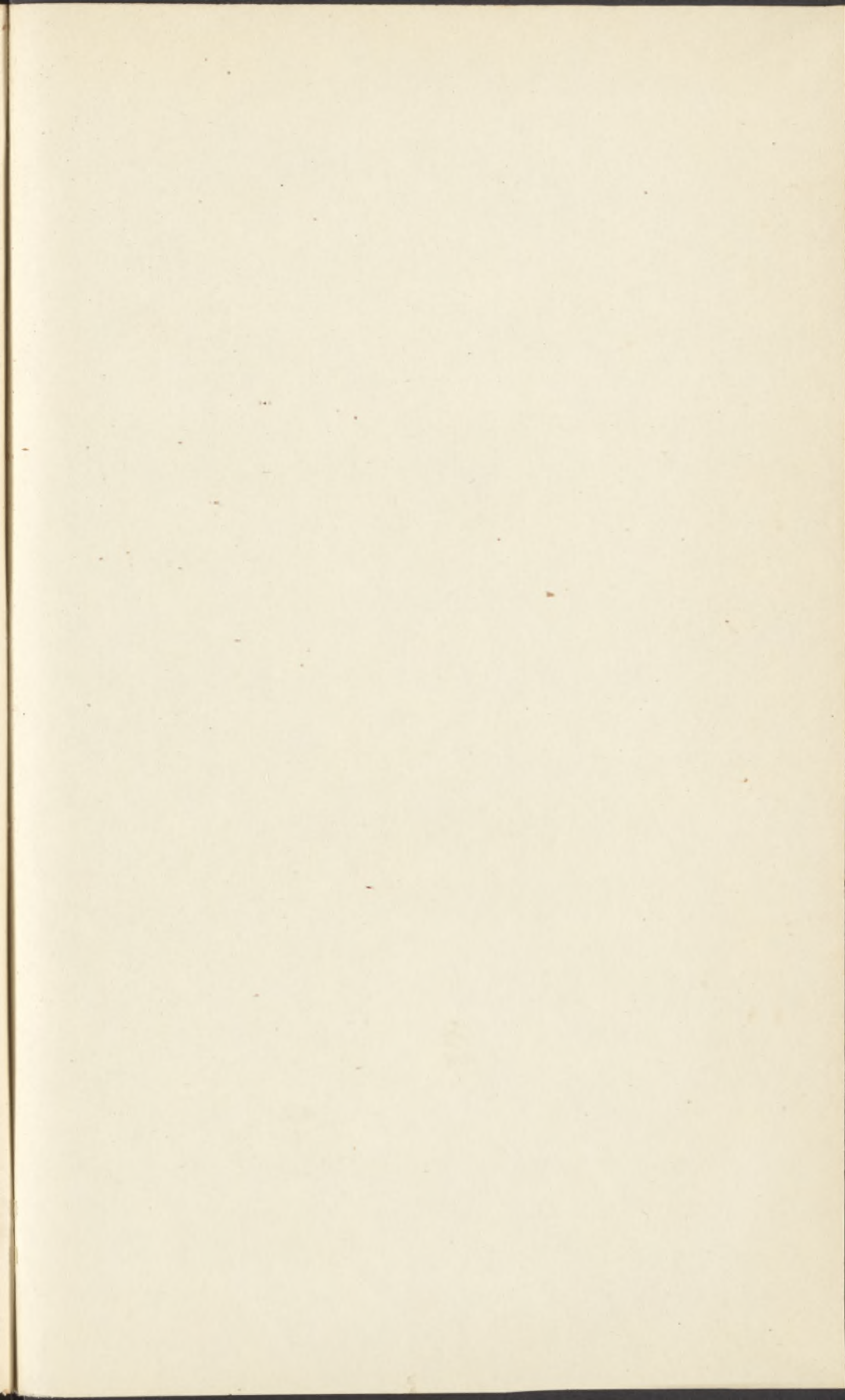
See INSURANCE, 7.

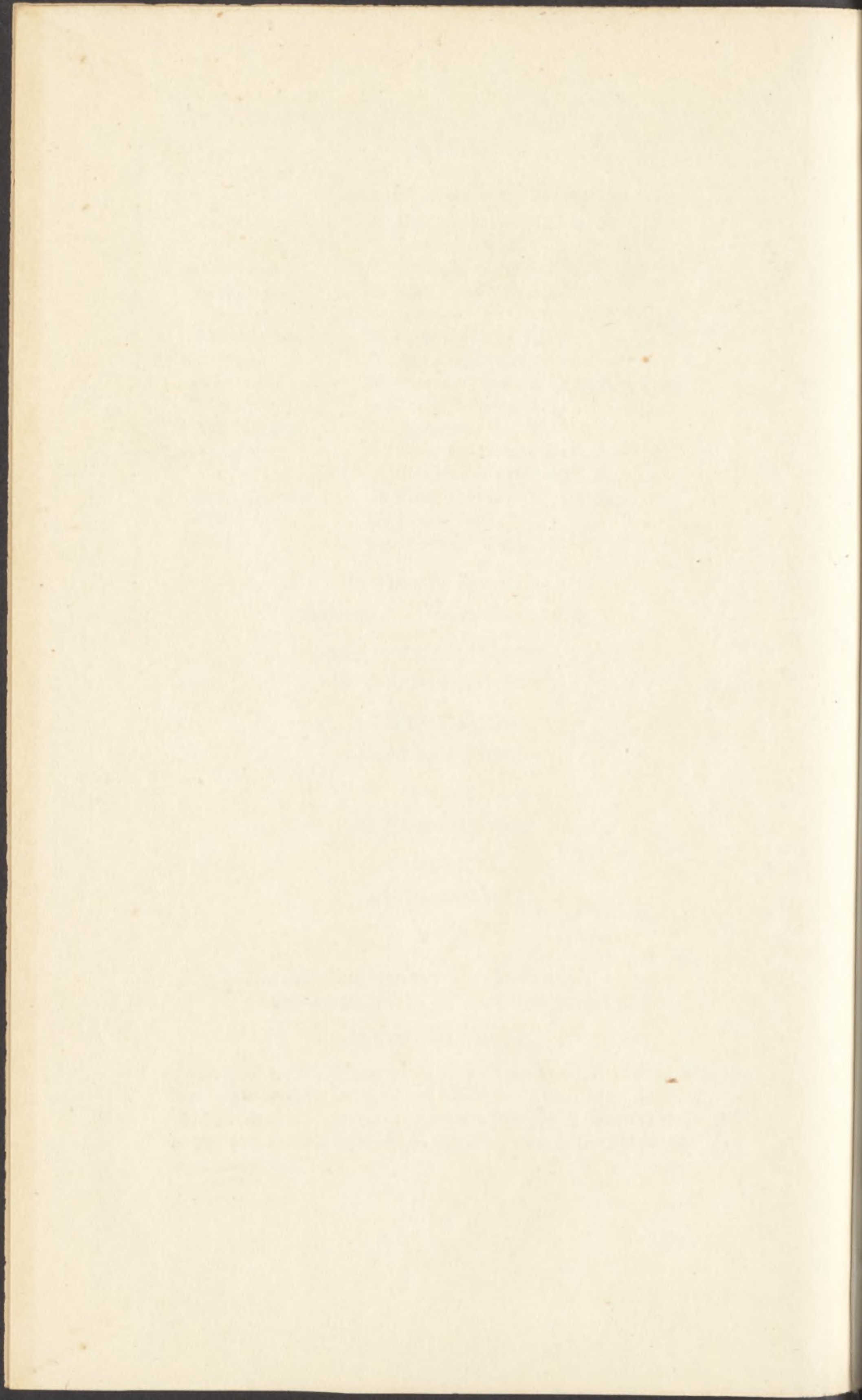
WILL.

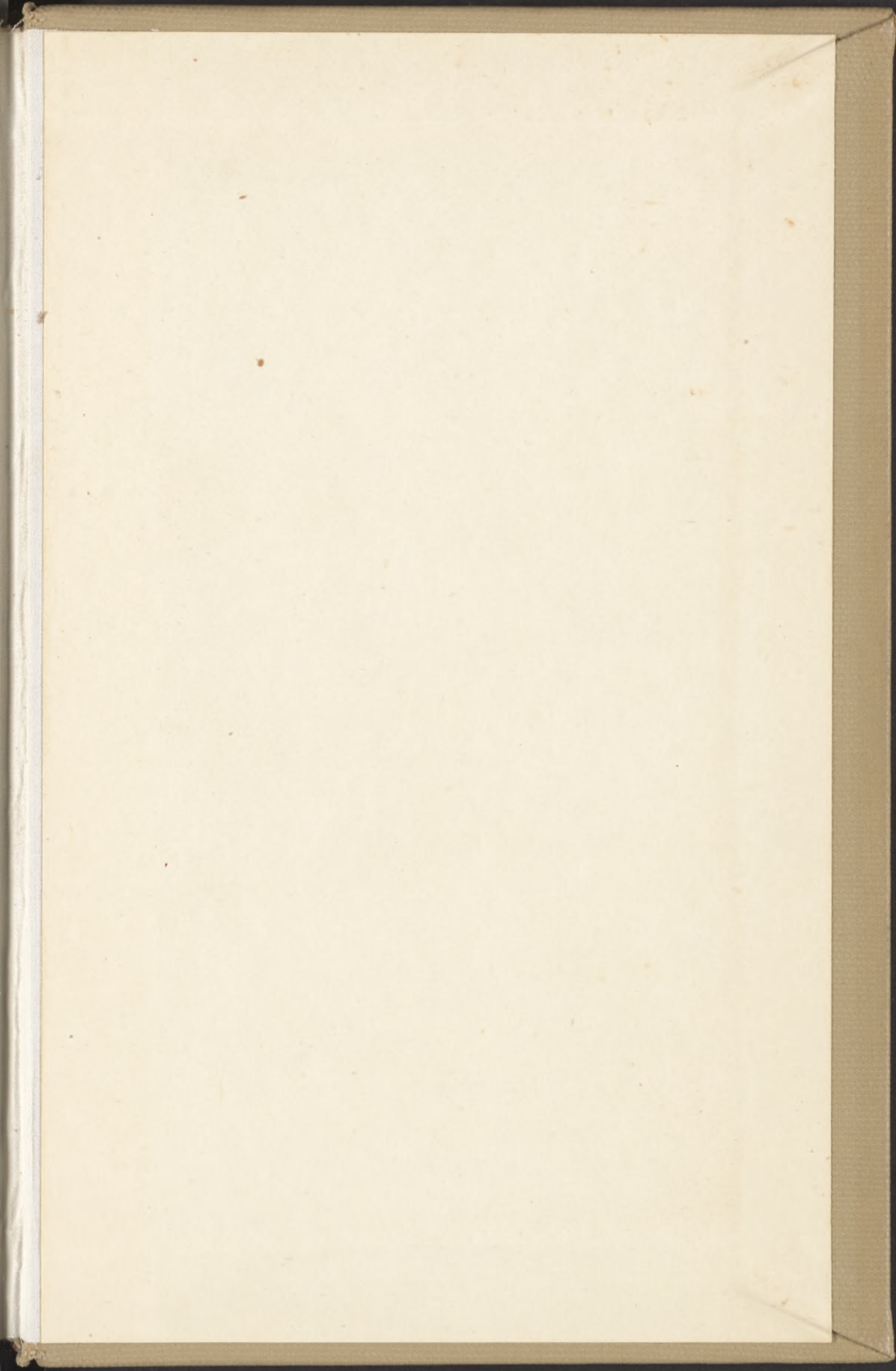
See CORNELL UNIVERSITY; CORPORATION, 2; DEVISE; JURISDICTION, A, 2.

WRIT OF ERROR.

A writ of error to the highest court of a State is not allowed as of right, and ought not to be sent out when this court, after hearing, is of opinion that it is apparent upon the face of the record that the issue of the writ could only result in the affirmance of the judgment. *In re Kemmler*, 436.







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