United States *v.* 150 Crates of Earthen-Ware.

Forfeiture.

Libel for a forfeiture of goods imported, and alleged to have been invoiced at a less sum than the actual cost at the place of exportation, with design to evade the duties, contrary to the 66th section of the collection law, ch. 128. Restitution decreed, upon the evidence as to the cost of the goods, at the place where they were last shipped—the form of the libel excluding all inquiry as to their cost at the place where they were originally shipped, and as to continuity of voyage.

*233] *Appeal from the District Court of Louisiana. This case was argued by the *Attorney-General*, for the United States, and by *D. B. Ogden*, for the claimant.

Marshall, Ch. J., delivered the opinion of the court.—In this case, the libel alleges, that the goods in question were exported from Bordeaux, in France, and entered at the office of the collector of the customs, at New Orleans, and that they were invoiced at a less sum than the actual cost thereof, at the place of exportation, with design to evade the duties thereon, contrary to the provisions of the 66th section of the collection law of 1799, ch. 128.

It appears in the case, that the goods were originally shipped from Liverpool, and were landed at Bordeaux. All question as to continuity of voyage, and as to whether Liverpool or Bordeaux ought to be deemed the place of exportation, is out of the case, because the information charges the goods to have been exported from Bordeaux. Upon the evidence, it appears, that the goods were invoiced at sixty or seventy per cent. below the price in New Orleans; which is supposed, was at least as high as the price would have been in Liverpool: but it also appears, that goods of this kind, at the time of their exportation from Bordeaux, were depreciated in value to an equal degree: and it is proved, that the same goods were offered to a witness at 50 per cent. below their cost at Liverpool. The court is, therefore, not satisfied, that the goods were invoiced below their true value at Bordeaux,

*234] with a design to evade the lawful *duties; and the inquiry as to their value in the port from which they were originally shipped is excluded, by the form in which the libel is drawn. The decree of the district court, restoring the goods to the claimant, is, therefore, affirmed.

Decree affirmed.

Hampton *v.* McConnell.

Judgment of state court.

A judgment of a state court has the same credit, validity and effect in every other court within the United States, which it had in the state where it was rendered; and whatever pleas would be good to a suit thereon, in such state, and none others, can be pleaded, in any other court within the United States.

Error to the Circuit Court for the district of South Carolina. The defendant in error declared against the plaintiff in error, in debt, on a judgment of the supreme court of the state of New York, to which the defendant below pleaded *nil debet*, and the plaintiff below demurred. The circuit court rendered a judgment for the plaintiff below, and thereupon, the cause was brought by writ of error to this court.

February 14th. *Hopkinson*, for the plaintiff in error, suggested, that if, under any possible circumstannes, the plea of *nil debet* could be a good bar to the action, a general demurrer was insufficient. He cited *Mills* v. *Duryee*, 7 Cranch 481, *and stated that the present case might, perhaps, be distinguished from that, as it would seem, that in *Mills* v. *Duryee*, [*235 the defendant had actually appeared to the suit upon which the original judgment was recovered; but that, in the present case, there was no averment in the declaration to that effect, and the proceeding in the former suit might have been by attachment *in rem*, without notice to the party.

Law, for the defendant in error, relied upon the authority of *Mills* v. *Duryee*, as conclusive, to show that *nul tiel record* ought to have been pleaded. He also cited *Armstrong* v. *Carson's executors*, 2 Dall. 302.

February 24th, 1818. MARSHALL, Ch. J., delivered the opinion of the court.—This is precisely the same case as that of *Mills* v. *Duryee;* the court cannot distinguish the two cases. The doctrine there held was, that the judgment of a state court should have the same credit, validity and effect, in every other court in the United States, which it had in the state where it was pronounced, and that whatever pleas would be good to a suit thereon in such state, and none others, could be pleaded in any other court in the United States.

Judgment affirmed. (*a*)

(*a*) In Mills *v.* Duryee, 7 Cranch 481, the following points were adjudged: 1st. That the act of 1790, ch. 38, prescribing the mode in which the public acts, records and judicial proceedings, in each state, shall be so authenticated as to take effect in every other state, declaring that the record of a judgment duly authenticated shall have such faith and *credit as it has in the state court from whence it was taken; if, [*236 in such court, it has the effect of record evidence, it must have the same effect in every other court within the United States. 2d. That in every case arising under the act, the only inquiry is, what is the effect of the judgment in the state where it pas rendered. 3d. That whatever might be the effect of a plea of *nil debet* to an action on a state judgment, after verdict, it could not be sustained on demurrer. 4th. That on such a plea, the original record need not be produced for inspection, but that an exemplication thereof is sufficient. 5th. That the act applies to the courts of the district of Columbia, and to every other court within the United States.

In the argument of Borden *v.* Fitch, 15 Johns. 121, in the supreme court of New York, it seems to have been supposed, that this court had decided, in Mills *v.* Duryee, that *nul tiel record* was the only proper plea to an action upon a state judgment. But is is conceived, that as to the pleadings, it only decided, that *nil debet* was not a proper plea; and that the court would hold that any plea (as well as *nul tiel record*) that would avoid the judgment, if technically pleaded, would be good. However this may be, it may safely be affirmed, that the question is still open in this court, whether a special plea of fraud might not be pleaded, or a plea to the jurisdiction of the court in which the judgment was obtained; for these might, in some cases, be pleaded in the state court to avoid the judgment.[1]

[1] It is now settled, that it is competent to show that the judgment was obtained by fraud, or that the court had no jurisdiction. Warren Manufacturing Co. *v.* Ætna Ins. Co., 2 Paine 502. A judgment obtained in a state court, without service upon the defendant, otherwise show by publication, is not evidence of any personal liability, outside of the state in which it was rendered. Board of Public Works *v.* Columbia College, 17 Wall. 521. The constitution does not prevent an inquiry into the jurisdiction of the court of another state, by which a judgment has been rendered, either as to the person or subject-matter. Thompson *v.* Whit-

The Fortuna : Krause *et al.*, Claimants.

Prize.—Further proof.

A question of proprietary interest and concealment of papers. Further proof ordered, open to both parties. On the production of further proof by the claimants, condemnation pronounced.

*237] Where a neutral ship-owner lends his name to cover a fraud with regard to the cargo, this circumstance will subject the ship to condemnation.

It is a relaxation of the rules of the prize court, to allow time for further proof, in a case where there has been concealment of material papers.

The Fortuna, 1 Brock. 299, affirmed.

This is the same cause which is reported in 2 Wheat. 161, and which was ordered to further proof, at the last term. It was submitted, without argument, upon the further proof, at the present term.

February 26th, 1818. Johnson, Justice, delivered the opinion of the court. —Both vessel and cargo, in this case, are claimed in behalf of M. & J. Krause, Russian merchants, resident at Riga. The documents and evidence exhibit Martin Krause as the proprietor of the ship, but the master swears that he considered her as the property of the house of M. & J. Krause, from their having exercised the ordinary acts of ownership over her ; and in this belief, he is supported by the fact, that his contract is made with John Krause, by whom he appears to have been put in command of the ship. (*a*)

*238] Martin Krause, *who appears in the grand bill of sale, is the same Martin Krause who is member of the firm of M. & J. Krause.

In all its prominent features, this case bears a striking resemblance to the case of *The St. Nicholas.* A vessel, documented as Russian, is placed under the absolute control of a British house, is dispatched, under the orders of that house, to the Havana, where she is loaded, under the directions of an individual of the name of Muhlenbruck, who assumes the character of agent of the Russian owners ; she is then ostensibly cleared out for Riga, but with express orders to call at a British port, and terminate her voyage, under the orders of the same house, under the auspices of which, the adventure had originated and been so far conducted.

Under these circumstances, it was certainly incumbent upon the claimant

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(*a*) Translation of Exhibit, 287, A. "On the following conditions, have I given to Captain Henry Behrens, the command of the ship Fortuna, under Russian colors, lying at present in Riga. 1. Captain Behrens shall have 25 Alberts dollars, monthly wages. 2. The whole cabin freight has been allowed him. 3. He is to receive five per cent. primage. 4. Travelling expenses for the benefit of the vessel, as likewise, victualling expenses for the use of the ship in port, consistent with moderation, have been allowed to the captain. Captain Behrens, on his part, promises to watch the interest of his owner in every respect, and do the best he can for the benefit of the vessel. For the fulfilment of the present contract I bind myself by my signature.

"Riga, the 12th of August 1813.

Per Proc. John Krause,
(Signed) Schultz."

man, 18 Wall. 457; Knowles *v.* Logansport Gas-Light and Coke Co., 19 Id. 58. The states have power to enact statutes of limitation, as to actions on judgments rendered in other states, provided a reasonable time be allowed for the commencement of a suit, before the bar takes effect. Bank of Alabama *v.* Dalton, 9 How. 522; Bacon *v.* Howard, 20 Id. 22; Terry *v.* Anderson, 95 U. S. 628. But they cannot create an absolute immediate bar to an existing right of action. Christmas *v.* Russell, 5 Wall. 290.