

Counsel for Parties.

under the Constitution of the United States. It is apparent that no rights under the Constitution of the United States arose in favor of the claimant from the provision conferring on the courts of the State the authority to examine and recommend, since all the benefits resulting therefrom could admittedly be withdrawn without violating the contract. To give effect to the contention of the plaintiff in error, we should be obliged to announce the contradictory proposition that where there were no rights under the Constitution of the United States to be impaired, yet a decision of the state court had impaired such rights. We should also be obliged to hold that although the State could at its will take away the right without impairing the contract, yet a decision by the court of last resort, of the State, that the right had been taken away was an impairment of the contract. The fallacy contained in the argument results from overlooking the fact that the moment it is admitted that the repeal of the right to have the claim examined and recommended is no impairment of the obligation of the contract secured under the Constitution of the United States, the question whether or not such right has been repealed becomes purely a question of state law to be determined by the state courts.

Judgment affirmed.

BALTZER AND TAAKS *v.* NORTH CAROLINA.

ERROR TO THE SUPREME COURT OF THE STATE OF NORTH
CAROLINA.

No. 52. Argued February 8, 4, 1896.—[Decided March 2, 1896.

Baltzer v. North Carolina, ante 240, followed.

THE case is stated in the opinion.

Mr. Simon Sterne for plaintiff in error.

Mr. James E. Shepherd and *Mr. Charles M. Busbee*, (with whom was *Mr. F. I. Osborne* on the brief,) for defendant in error.

Statement of the Case.

MR. JUSTICE WHITE delivered the opinion of the court.

The claim presented in this case to the Supreme Court of the State of North Carolina differs somewhat from that relied on in that court in the case of *Hermann R. Baltzer v. The State of North Carolina*, No. 93 of the docket of this court. The question of the power in the state court to give the relief prayed for was by it decided adversely to the plaintiffs in error upon grounds identical with those considered by us in the case just decided. Our reasons for affirmance there expressed are conclusive of the issues here, and consequently the judgment is

Affirmed.

LYNCH v. MURPHY.

APPEAL FROM THE SUPREME COURT OF THE DISTRICT OF COLUMBIA.

No. 129. Argued December 18, 19, 1895. — Decided March 2, 1896.

Arndt v. Griggs, 134 U. S. 316, affirmed to the point that the duty of determining unsettled questions respecting title to real estate is local in its nature, to be discharged in such mode as may be provided by the State in which the land is situated, when such mode does not conflict with some special prohibition of the Constitution, or is not against natural justice.

Applying that doctrine to this case it is held that the decree in the equity cause of *Pippert v. English* was not void for want of personal service on English and his wife, as the laws relating to the District of Columbia permit service by publication upon absent defendants.

And further, as the evidence shows that Pippert had no knowledge of the attempt by Mrs. English to incumber the land in question by a deed of trust, the recording of the instrument did not give him constructive notice of it, as the formalities required by law to authorize the recording were not complied with.

That deed of trust was inoperative as a legal instrument.

There being no actual notice, and the recording of the defective deed not operating as constructive notice, the alleged equitable lien is wholly inoperative against those holding under the decree below.

THE complainant below was Christeina Murphy, who sued