*Randolph *et al.* v. Barbour *et al.*

Dismissal of appeal.

An equity suit, where an appeal has been taken from the circuit court to this court, but not prosecuted, will be dismissed, upon producing a certificate from the court below, that the appeal has been taken and not prosecuted.

February 12th. *B. Hardin*, for the respondents, moved to docket and dismiss the appeal in this case, which was a suit in chancery, commenced in the Circuit Court of Kentucky, and a decree entered, from which an appeal was taken, but not prosecuted. He produced a certificate from the clerk of the court below to that effect.

The Court stated, that the case was within the spirit of the 20th rule of court, although that rule applied, in terms, only to writs of error.

Motion granted.

Order.—A certificate, from the clerk of the circuit court for the district of Kentucky, stating that an appeal had been taken in this case, in May term 1819, from the decree of the said circuit court, having been produced and filed, and it appearing, that the record in said cause, has not been filed: on motion of Mr. Hardin, of counsel for the respondents, it is ordered, that the said appeal be and the same is hereby dismissed.(*a*)

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*129] ## *Mayhew *v.* Thatcher *et al.*

Interest.—State records.

As, by the laws of Louisiana, questions of fact in civil cases are tried by the court, unless either of the parties demands a jury; in an action of debt on a judgment, the interest on the original judgment may be computed and made part of the judgment, in Louisiana, without a writ of inquiry and the intervention of a jury.

The record of a judgment in one state, is conclusive evidence in another, although it appears that the suit in which it was rendered, was commenced by an attachment of property, the defendant having afterwards appeared and taken defence.[1]

Error to the District Court of Louisiana. This was an action of debt, commenced by the defendants in error, against the plaintiff in error, in the district court of Louisiana, upon a judgment obtained in the circuit court of Massachusetts. The original suit, in which the judgment was obtained, was commenced by a process of foreign attachment, according to the local laws of Massachusetts; but the defendant, Mayhew, subsequently appeared and took defence. The cause was referred to arbitrators, and judgment rendered upon their report against the defendant, Mayhew, for the sum of $4788.57 debt, and $284.33 costs.

The defendants in error having declared upon this judgment, against the plaintiff, in the district court of Louisiana, the plaintiff in error pleaded *nil*
*130] *debet*, to which plea there was a general demurrer, and judgment being rendered thereon for the defendants in error, for the *sum of

(*a*) See new rule of court of the present term. Rule XXXII.

[1] Lincoln *v.* Tower, 2 McLean 473; Westervelt *v.* Lewis, Id. 511.

$5072.90 debt, with interest thereon, &c., and the cause was brought before this court.

February 10th, 1821. This cause was argued by *C. J. Ingersoll*, for the plaintiff in error, and by *Hopkinson* and *Mills*, for the defendants in error.(*a*)

February 12th. MARSHALL, Ch. J., delivered the opinion of the court that as by the local laws and practice of Louisiana, questions of fact in civil cases were tried by the court, unless either of the parties demanded a jury, the interest upon the original judgment in Massachusetts might be computed, and make a part of the judgment in Louisiana, without a writ of inquiry, and the intervention of a jury. And that although the original suit was commenced by an attachment, yet that the defendant, Mayhew, had personal notice of the suit, and afterwards appeared and took defence, so that even supposing there was any objection to the proceeding by attachment, it was cured by the appearance of the defendant, and his litigating the suit.

Judgment affirmed.

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*FARMERS' & MECHANICS' BANK OF PENNSYLVANIA *v.* SMITH. [*131

State insolvent laws.

An act of a state legislature which discharges a debtor from all liability for debts contracted previous to his discharge, on his surrendering his property for the benefit of his creditors, is a law impairing the obligation of contracts, within the meaning of the constitution of the United States, so far as it attempts to discharge the contract: and it makes no difference, in such a case, that the suit was brought in a state court of the state, of which both the parties were citizens, where the contract was made, and the discharge obtained, and where they continued to reside until the suit was brought.[1]

Farmers & Mechanics' Bank *v.* Smith, 3 S. & R. 63, reversed.

ERROR to the Supreme Court of the State of Pennsylvania. This was an action of *assumpsit*, brought by the plaintiffs in error, in the supreme court of the commonwealth of Pennsylvania, against the defendant in error, as indorser of a promissory note, made at Philadelphia, by one Edward Shoemaker, on the 6th of June 1811, for $2500, payable in six months after date, and indorsed by the defendant to the plaintiffs at the same place, on the same day.

The declaration was in the usual form; and the defendant pleaded, that on the 8th day of September 1812, he was a citizen of the said commonwealth, residing in the city and county of Philadelphia, and having resided there for more than two years before that time; and that, being such citizen and resident, he, the defendant, in conformity to the act of the *legislature of the said commonwealth, passed on the 13th of March 1812, [*132 entitled, "an act for the relief of insolvent debtors residing in the city and county of Philadelphia," did, on the said 8th day of September 1812, at the

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(*a*) The latter cited Brown *v.* Van Braam, 3 Dall. 344; Renner *v.* Marshall, 1 Wheat. Rep. 215, to show, that where the action is brought for a sum certain, or which may be made certain by computation, judgment for the damages may be entered up by the court, without a writ of inquiry.

[1] Golden *v.* Prince, 3 W. C. C. 313.