

Farmers' and Mechanics' Bank v. Smith.

\$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.

*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 *legis- [*132 lature of the said commonwealth, passed on the 13th of March 1812, and 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

(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.

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city of Philadelphia aforesaid, present his petition to Charles Jared Ingersoll, &c., the commissioners appointed under and by virtue of said act, &c.; in which petition, he, the said petitioner, did state his belief, that he was insolvent, and did pray that he might be permitted to assign all his estate and property for the benefit of his creditors, and be discharged by virtue of said act. Whereupon, the said commissioners did appoint Matthew Randall, &c., to be curators, to whom the defendant did thereupon forthwith assign all his estate, real and personal, in conformity with the provisions of the said act. And the said commissioners did then and there appoint the second day of October 1812, aforesaid, for the hearing the defendant and his creditors, of which due notice was given according to the provisions of the act aforesaid. Upon which day, &c., the said petitioner did exhibit a true account and list of all his creditors, and moneys due, and to become due, and owing to them respectively by him; and also an inventory and account of his estate, real and personal, and of all interest of him, the said petitioner, either present or contingent, in anything of value, and of all books, vouchers and securities relating to the same. And thereupon, the said Charles Jared Ingersoll, one of the said commissioners, did administer to him, the said *133] petitioner, the oath required by the said law, which was duly *taken by him, the said petitioner, according to the requisition of the said law. And afterwards, &c., the said commissioners did assign to Chandler Price, &c., who were duly nominated and appointed assignees, all the estate, real and personal, of him the said petitioner, or which was of him the said petitioner, at the time of the provisional assignment so as aforesaid made to the curators aforesaid. And the said commissioners did appoint the 15th day of October, then next, for a second examination of him the said petitioner. Upon which second examination, it appearing to the satisfaction of the said commissioners, that the said petitioner had not concealed any part of his property, &c., and he, the said petitioner, having also, in all other things, conformed to the provisions of the said act, the said commissioners did, then and there, give to him, the said petitioner, a certificate, under their hands and seals, that he, the said petitioner, had, in all things, conformed to, and was discharged by, said act. The plea also averred, that the cause of action arose in the city and county of Philadelphia, from contracts made within the same, and that the plaintiff and defendants were, at the time the said contracts were made, and at the time the causes of, action accrued, and at the time the said act passed, citizens of the state of Pennsylvania, and still continued to be citizens thereof.

To this plea, there was a demurrer; and judgment being rendered thereon for the defendant, the cause was brought by writ of error to this court.

*134] *This cause was argued by *Hopkinson*, for the plaintiffs, and by *Sergeant*, for the defendant.

February 12th, 1821. MARSHALL, Ch. J., delivered the opinion of the court, that this case was not distinguishable from its former decisions on the same subject, (a) except by the circumstances, that the defendant, in the present

(a) *Sturges v. Crowninshield*, 4 Wheat. 122; *McMillan v. McNeill*, Id. 209.

United States v. Wilkins.

case, was a citizen of the same state with the plaintiffs, at the time the contract was made in that state, and remained such, at the time the suit was commenced in its courts. But that these facts made no difference in the cases. The constitution of the United States was made for the whole people of the Union, and is equally binding upon all the courts and all the citizens.

Judgment reversed.

JUDGMENT.—This cause came on to be heard, on the transcript of the record of the supreme court for the eastern district of the commonwealth of Pennsylvania, and was argued by counsel: On consideration whereof, the court is of opinion, that the said supreme court for the eastern district of the commonwealth of Pennsylvania erred, in giving judgment for the defendant, on the demurred of the plaintiffs to the plea of the said defendant: It is, therefore, adjudged and ordered, that the judgment of the said supreme court for the eastern district of the commonwealth of Pennsylvania be and *the same is hereby reversed and annulled. And it is further [*135 ordered, that the said, cause be remanded to the said supreme court for the eastern district of the commonwealth of Pennsylvania, with directions to enter judgment for the plaintiffs in the said court.

UNITED STATES v. WILKINS,

Public contracts.

Where, in a contract with the secretary of war, for supplying the troops of the United States with provisions, specific prices are stipulated for rations issued at certain places mentioned in the contract; and it is further provided, that "should any rations be required, at any places, not specified in this contract, the price of the same shall be hereafter agreed on betwixt the public and the contractor;" if the parties cannot agree upon the price for the rations thus required, a reasonable compensation is to be allowed, and is to be proved by competent evidence, and settled by a jury; and the contractor, upon the trial, is at liberty to show, that the sum allowed by the secretary of war is not a reasonable compensation.

Under the 3d and 4th sections of the act of the 3d of March 1797, the defendant is entitled, at the trial, to the full benefit of any credit in his favor, whether arising out of the particular transaction for which he was sued, or out of distinct and independent transactions, which would constitute a legal or equitable set-off, in whole or in part, of the debt sued for by the United States.¹

THIS was an action of debt, brought in the District Court of Kentucky, against the defendant, a former contractor for supplying the troops [*136 of the United *States with provisions. The defendant pleaded *nil debet*.

The attorney of the United States, to support the issue on the part of United States, produced a certain account, marked A. The counsel for the defendant, to support the issue on his part, produced the contract marked B; also a paper marked C, and an account for contingent claims, marked D. By the contract entered into between the defendant and the secretary of war, on the 3d of July 1801, it was, among other thing, agreed, that the contractor should receive "for every complete ration issued at the Chickasaw bluffs, at Nashville, at Bear creek, on the Tennessee, or at any other

¹ United States v. Bank of the Metropolis, 15 Pet. 377; United States v. Collier, 3 Bl. C. 326; United States v. Mann, 2 Brock. 9.