

Wilkinson v. Nicklin.

That the defendant be imprisoned for three months ; that he pay a fine of \$200 ; and that he stand committed, until this sentence be complied with, and the costs of prosecution paid.

HOLLINGSWORTH v. ADAMS.

Jurisdiction in foreign attachment.

Process of foreign attachment cannot be issued by a circuit court, when the defendant is domiciled abroad, or not found within the district, so that it can be served upon him.¹

FOREIGN ATTACHMENT, returnable to the present term. The defendant was stated to be a citizen of Delaware, in the process which had issued ; and *M. Levy*, having produced an affidavit in proof of that fact, moved to quash the writ, on the ground that the federal courts had no jurisdiction, in cases of foreign attachment. By the 11th section of the judicial act (1 U. S. Stat. 78), it is expressly provided, that "no person shall be arrested in one district for trial in another, in any civil action before a circuit or district court ; and no civil suit shall be brought before either of the said courts against an inhabitant of the United States, by any original process, in any other district than that whereof he is an inhabitant, or in which he shall be found at the time of serving the writ." Now, this is a civil suit, brought here by original process against the defendant, who is an inhabitant of another district, and was not found in Pennsylvania at the time of serving the writ.

Thomas and *Hallowell*, on behalf of the plaintiff, wished for time to inquire into the practice ; but not being able, on the next day, to assign any satisfactory reason in maintenance of the action,

THE COURT directed the writ to be quashed, with costs.

WILKINSON *et al.* v. NICKLIN *et al.*

Bills of exchange.

The indorsement of a bill in blank, passes all the interest in it, to every indorsee in succession, discharged from any obligation subsisting between the original parties, which does not appear upon its face.

The fact that a bill is noted for non-acceptance, is not notice to a subsequent indorsee, of the existence of any equity between the original parties.

THIS was an action brought by the indorsees of a bill of exchange, drawn by McClenachan & Moore, upon George Barclay, of London, in favor of the defendants, and by them indorsed *in blank, to Arthur Crammond & Co., who likewise indorsed and discounted it with their bankers, [*397 the present plaintiffs, under the following circumstances : The defendants, having opened a commercial correspondence with Arthur Crammond & Co., of London, remitted the bill of exchange in question, to be passed to their credit, in their general account with those gentlemen. The bill was noted

¹ Poland v. Sprague, 12 Pet. 300 ; Chaffee v. 531 ; Sadler v. Fallon, 2 Curt. 579 ; Day v. Hayward, 20 How. 208 ; Picquet v. Swan, 5 Ma- Newark India Rubber Man. Co., 1 Bl. C. C. 628 ; son 35 ; Richmond v. Dreyfous, 1 Sumn. 131 ; Wilson v. Pierce, 15 Law Rep. 137. Clark v. New Jersey Steam Nav. Co., 1 Story