respect to any third person, so that he could enter into contracts for and to bind the corporation.

Upon the whole, it is the opinion of the court, that the plaintiff in this case is not entitled to recover, his *contract not being with the corporation or their agent, but solely with Gillespie. This view of the case [*397 renders it unnecessary to consider the other question made at the bar, whether the lottery was or was not illegal in its scheme and origin.

This case has come before the court under an unusual agreement of the parties, by which matters of fact, properly cognisable by a jury, are submitted to our judgment. We desire to be understood, as not admitting, that it is competent for the parties, by any such agreement, to impose this duty upon the court. The peculiar circumstances of this case furnish a sufficient apology for this agreement. But it is not to be drawn into precedent. The judgment of the circuit court is affirmed, with costs.

This cause came on to be heard, on the transcript of the record from the circuit court of the United States for the district of Columbia, holden in and for the county of Washington, and was argued by counsel: On consideration whereof, it is considered, ordered and adjudged by this court, that the judgment of the said circuit court in this cause be and the same is hereby affirmed, with costs.

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*Thomas Hinde and wife, Plaintiffs in error, *v.* The Lessee of [*398 Charles Vattier.

Evidence.—Public documents.—State decisions.

The book called the Land Laws of Ohio, published by the authority of a law of that state, is evidence in the circuit court of the United States, of an application made in 1787 for the purchase of a tract of land on the Ohio river, between the mouths of the Great and Little Miami, by John Cleves Symmes and his associates, and of the various acts of congress relative to that application and purchase, and of a patent from the president of the United States, pursuant to an act of congress, granting to Symmes and his associates the land described therein: the production of any other evidence of title in Symmes was unnecessary.

It would be productive of infinite inconvenience to settlers and all persons interested in the lands embraced in this patent, if its publication among the laws of the state, and the admission of the book of laws as evidence of the grant, after its solemn adoption by the supreme court of Ohio, as a settled rule of property, should be questioned in the courts of the United States.

There is no principle better established and more uniformly adhered to in this court, than that the circuit courts, in deciding on titles to real property in the different states, are bound to decide precisely as the state courts ought to do; the rules of property and of evidence, whether derived from the laws or adjudications of the judicial tribunals of the state, furnish the guides and rules of decision in those of the Union, in all cases to which they apply, where the constitution, treaties or statutes of the United States do not otherwise provide.[1]

Error to the Circuit Court of Ohio. The case was submitted to the court by *Doddridge*, on the following case.

"This is an ejectment originally brought in the common pleas of Hamilton county, in the state of Ohio, and afterwards removed to the circuit court of the United States for the district of Ohio, for a part of lot No. 86, in the city of Cincinnati, in the county of Hamilton, in said state, by the defendant against the plaintiffs in error. At the trial, a verdict and judgment were

[1] Sims *v.* Hundley, 6 How. 1.

rendered for the plaintiffs below, to reverse which the present writ of error is prosecuted. During the progress of the trial, the counsel for the defendants in error tendered a bill of exceptions, which was signed and made part of the record; which states, in substance, that on the trial of this cause, the counsel for the plaintiff, to maintain the issue and prove title in his lessor,
*399] offered in evidence *an official copy of a deed of conveyance from John Cleves Symmes and wife, duly recorded, dated the — of July 1795, for the said lot 86, to Abraham Garrison. A copy of a conveyance from the said Garrison to James Finly, for the said lot, duly executed and recorded, and dated the 9th of August 1815; and also a copy of a deed from the said Finly, for the same lot, duly executed and recorded, to the lessor of the plaintiff, dated the 20th of April 1818. The bill of exceptions then states, that the foregoing deeds were offered as evidence of title in the plaintiff's lessor, without offering therewith or before, any grant to Symmes, or to any person under whom he claims, or any copy thereof; to which evidence, unaccompanied by the further evidence before mentioned, the counsel for the defendant objected. But the court permitted the counsel of the plaintiff, instead of such further evidence, to offer in evidence and read from a certain book called 'Swan's Land Laws of Ohio,' published by authority of a law of that state, all that is contained in that book between page 25 and page 34, the latter included; and the court thereupon declared their opinion to be, that the production of any other evidence of title in John C. Symmes was unnecessary—the court being satisfied, that the supreme court of Ohio have solemnly settled it as a rule of property, in cases arising within the Miami purchase, where the lot aforesaid is situated, to produce any further evidence than before mentioned."

For the plaintiff in error, it was contended:—1. That by the settled rules of evidence, the plaintiff in the court below was bound to derive to John C. Symmes, a title from the United States, either by a grant to him directly, or to some person under whom he claims. 2. That this title, as a general rule, could only be proved by the production of the grant, or an official or sworn copy. 3. That a solemn decision of the supreme court of Ohio, in a mere matter of evidence at common law, is not obligatory on the United States courts. 4. That the assertion of the doctrine of the supreme court of Ohio, stated in the bill of exceptions, is no evidence of the establishment
*400] of a rule of property in Ohio.

**Doddridge*, for the plaintiffs; *Caswell*, for the defendant.

Baldwin, Justice, delivered the opinion of the court.—The suit in the court below was an ejectment brought, by the defendant in error, to recover part of lot No. 86, in the city of Cincinnati. The plaintiff offered in evidence of his title an official copy of a deed of conveyance from John Cleves Symmes and wife, duly recorded, dated July 1795, for the said lot No. 86, to one Abraham Garrison, and a regular chain of title from Garrison to the lessor of the plaintiff; which was objected to by the defendant, because no title was proved in Symmes. In order to prove this, the court permitted the counsel for the plaintiff, instead of offering a deed or grant from the United States to Symmes, to offer in evidence and to read from a book, called the Land Laws of Ohio, published by authority of a law of that state, an application made in 1787, for the purchase of a tract of land on

the Ohio river, between the mouths of the Great and Little Miami rivers, by John Cleves Symmes and his associates; also various acts of congress relative to said application and purchase, authorizing the president of the United States to convey to said Symmes and his associates certain lands therein referred to; also a patent from the president, pursuant to an act of congress, passed the 5th of May 1792, granting to Symmes and his associates in fee, a tract of land containing 311,000 acres, bounded south by the river Ohio, on the west by the Great Miami river, on the east by the Little Miami river, and on the north by a parallel of latitude to be run from the Great to the Little Miami rivers, so as to include the quantity aforesaid. The court, thereupon, declared their opinion to be, that the production of any other evidence of title in Symmes than what had been so exhibited, was unnecessary; and further, declared, they were satisfied that the supreme court of Ohio had solemnly settled it as a rule of property in cases arising out of conflicting titles within the tract of land so granted to Symmes and his associates, which is called the Miami purchase, and comprehends Cincinnati, that no further evidence of title in Symmes, than what appears in the book so read, is ever necessary.

The admission of this book in evidence, and the declaration *of the court that it was sufficient evidence of title in John Cleves [*401
Symmes, under whom the plaintiff claimed, presents a case clear of all doubt. It would be productive of infinite inconvenience to suitors, and to all persons interested in the lands embraced in this patent, if its publication among the laws of a state, and the admission of the book of laws as evidence of the grant, after its solemn adoption by the supreme court of Ohio as a settled rule of property, should be questioned in the courts of the United States. There is no principle better established, and more uniformly adhered to in this court, than that the circuit courts, in deciding on titles to real property in the different states, are bound to decide precisely as the state courts ought to do. *Wilkinson* v. *Leland*, 2 Pet. 656. The rules of property and of evidence, whether derived from the laws or adjudications of the judicial tribunals of a state, furnish the guides and rules of decision in those of the Union, in all cases to which they apply, where the constitution, treaties or statutes of the United States do not otherwise provide. The judges who tried this cause were satisfied that it had been solemnly settled by the supreme court of Ohio, as a rule of property, in the trial of all cases affecting the title to lands within the boundaries of the patent to Symmes, that the book of land laws was to be taken as sufficient evidence of the grant by the United States to him, of all the land embraced within it. The record affords no reason for any doubt of the existence of such a rule; which we think reasonable, highly conducive to the convenience of suitors, and fully within the power of the state court to adopt. This court would decide contrary to the spirit of all their former decisions on similar subjects, in declaring the evidence received in this case inadmissible, or insufficient to show title in the plaintiff. It is their unanimous opinion, that the judgment must be affirmed. The judgment of the circuit court is affirmed, with costs.

Judgment affirmed.