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Cotton v. The United States.

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District Court in this cause be, and the same is hereby, reversed and annulled, for the want of jurisdiction in that court, and that this cause be, and the same is hereby, remanded to the said District Court, with directions to quash the indictment and discharge the prisoner.

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LOFTIN COTTON, PLAINTIFF IN ERROR, v. THE UNITED STATES.<sup>1</sup>

In the preceding case of *Forsyth v. The United States*, this court decided that the act of Congress passed on the 22d of February, 1847 (Sess. Laws, 1847, ch. 17), gave jurisdiction to this court to review certain classes of cases brought up from the Territorial courts of Florida.

A motion to dismiss one of these cases, for want of jurisdiction, must be denied.

IN error to the District Court of the United States for the Northern District of Florida.

Mr. Justice NELSON delivered the opinion of the court.

This is a motion on the part of the Attorney-General, to dismiss the writ of error for the want of jurisdiction.

The suit was brought by the United States against the defendant in the Superior Court of the District of West Florida, in the late Territory of Florida, for a trespass on government lands.

The declaration was filed in December term, 1844; and the plea of not guilty, in the vacation thereafter, on the 26th of March, 1845.

The cause remained pending in said court, or without any further proceedings therein, until the 15th of January, 1848, when the records and papers in the same were transferred to, and filed in, the United States District Court for the Northern District of Florida, in pursuance of the act of the 22d of February, 1847 (Sess. Laws, ch. 17, § 8), and at the January term of the court, 1848, held at Tallahassee, it was ordered that the cause be docketed and stand for trial at the next March term of the said court, to be holden at Pensacola, notice of which order was given to the defendant. At the March term, the defendant appeared, and on leave filed a

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<sup>1</sup> See further decision, 11 How., 229.

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Baldwin v. Ely.

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demurrer to the \*declaration, which, after argument, was overruled, and the cause set down for trial on the plea of not guilty. [\*580]

The jury found a verdict for the plaintiffs, and assessed the damages at \$362.50, for which sum judgment was rendered, besides costs.

Several exceptions were taken by the counsel for the defendant to the ruling of the court at the trial, which are found in the record, and on which he relies for a reversal of the judgment on this writ of error.

We have already held, in the case of *Forsyth v. The United States*, just decided, that a writ of error lies to the judgments in the peculiar class of cases described and provided for in the eighth section of the act of Congress passed 22d February, 1847, already referred to, without reference to the amount in controversy, and, as this case falls within that class, it follows that the court has jurisdiction to revise the judgment, and that the motion to dismiss must be denied.

The case not having been submitted by the counsel for a decision on the merits, as in the criminal cases just disposed of, it will remain on the docket for a hearing in its order.

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JOHN BALDWIN, APPELLANT, v. CHARLES ELY.

Certificates were issued by the Treasury Department, under a treaty with Mexico, which were payable to a claimant or his assigns upon presentation at the Department.

These certificates being legally assignable under an act of Congress, an indorsement in blank by the original payee was always considered sufficient evidence of title in the holder to enable him to receive the amount of the certificate when presented to the Treasury Department for payment.

The possession of them with a blank indorsement is *prima facie* evidence of ownership.<sup>1</sup>

Where a complainant in chancery alleged that they had been purloined from him, and the defendant alleged that he had received them from a third person in the regular course of business, the claim of the complainant, who furnished no proof that they had been purloined, to have them restored to him unconditionally, could not be maintained.

The bill was one of discovery, and the defendant, in his answer, alleged that he had received them from the third person as security for money loaned.

The complainant was entitled to have them restored to him upon his refunding to the holder the amount of the loan for which they had been deposited as security. It was error, therefore, in the court below to dismiss his bill.

But as the complainant did not offer to redeem the certificates, but insisted upon their unconditional restoration, the defendant below is entitled to costs

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<sup>1</sup> CITED. *Coombs v. Hodge*, 21 How., 407.