
Union Bank of Louisiana v. Stafford et al.

that the judgment of the said Supreme Court in this cause be, and the same is hereby, affirmed, with costs.

SAMUEL SMYTH v. STRADER, PEVINE & Co.

If a writ of error does not set out the names of all the parties to the judgment of the Circuit Court, the case will be dismissed.¹

THIS was a writ of error from the Southern District of Alabama.

Mr. Pryor, counsel for the defendants in error, moved the court to dismiss the case, on the ground that the writ of error does not contain the names of the parties to the judgment set out in the record.

Whereupon, the court passed the following order:

Order.

This cause came on to be heard on the transcript of the record from the Circuit Court of the United States for the Southern District of Alabama, and it appearing to the court here that this writ of error is vicious and defective, inasmuch as it does not set out the names of all the parties to the judgment of the Circuit Court, it is thereupon, on motion of *Mr. Pryor*, of counsel for the defendants in error, now here ordered and adjudged by this court, that this cause be, and the same is hereby, dismissed, with costs.

UNION BANK OF LOUISIANA, COMPLAINANTS AND APPELLANTS, v. JOSIAH S. STAFFORD AND JEANNETTA KIRKLAND, HIS WIFE, DEFENDANTS.

The 25th section of the law of Louisiana incorporating the Union Bank of Louisiana declares that in all hypothecary contracts and obligations entered into by any married individual with the bank, it shall be lawful for the wife to unite with him; and in such case the property of the wife, whether dotal or of any other description, shall be affected by the contract.

*Where a wife united with her husband in mortgaging property to the bank, the mortgage was good under this clause.

¹ FOLLOWED. *Davenport v. Fletcher*, 20 Wall., 158. See also *The Protector*, 16 How., 144; *Simpson v. Gree-*