principal questions are: Was the verdict and judgment correct? Was the sale of the engraved plate, on execution, the sale of the copyright? Did such sale authorize the defendants, or any other person, to print and sell this literary production, still subsisting under a copyright in the plaintiff. And he refers to 14 Howard, 528, Stevens *v.* Cady. In that case this court held that a sale of the copperplate for a map, on execution, does not authorize the purchaser to print the map.

Two or three depositions, not certified with the record, were handed to the court as having been omitted by the clerk in making up the record; but it does not appear that they were used in the trial before the Circuit Court; and if it did so appear, no instructions were asked of the court to the jury, to lay the foundation of error.

It is to be regretted that the plaintiff in error, in undertaking to manage his own case, has omitted to take the necessary steps to protect his interest. There is no error appearing on the record which can be noticed by this court; the judgment of the Circuit Court is therefore affirmed with costs.

C. C. LATHROP, PLAINTIFF IN ERROR, *v.* CHARLES JUDSON.

Where exceptions are not taken in the progress of the trial in the Circuit Court, and do not appear on the record, there is no ground for the action of this court.

THIS case was brought up, by writ of error, from the Circuit Court of the United States for the eastern district of Louisiana.

The suit was commenced by Charles Judson, a citizen of New York, to recover from Lathrop the amount of a judgment rendered by the Supreme Court of Louisiana, in June, 1851, for $1,810, with interest from the 2d of May, 1845. The plaintiff attached to his petition a copy of the record of the judgment. The suit was commenced on 6th May, 1854.

On the 18th of May, the defendant filed the following exception and plea:

To the Hon. the Judges of the Circuit Court of the United States for the Fifth Circuit and Eastern District of Louisiana:

The exception and plea to the jurisdiction of Charles C. Lathrop, of New Orleans, to the petition filed against him in this honorable court, by Charles Judson, of the State of New York.

This respondent alleges, that this honorable court has no jurisdiction of the suit instituted in this matter, the same

having been litigated and deceden in the courts of the State of Louisiana, and an execution having been issued on the judgment in said suit by the said Charles Judson against this respondent, under which execution a seizure has been made of certain property as belonging to this respondent, and which execution has not yet been returned; all of which will fully appear by reference to the suit No. 16,671, of the docket of the late Parish Court of New Orleans, transferred to the Third District Court of New Orleans, and to the notice of seizure, herewith filed. Wherefore, this respondent prays that his exception may be sustained, and that he may be excused from answering to said petition, and that he may be hence dismissed with his costs.

In June, 1854, the court ordered and adjudged that the said exception be dismissed at defendant's costs.

On the same day, Lathrop filed his answer, alleging that on the 11th of February, 1851, he had made a cession of all his property to his creditors, under the insolvent laws of Louisiana; that the plaintiff in the suit was placed on the list of creditors for the amount of the judgment; that the debt for which the judgment was rendered was contracted in Louisiana, and that the plaintiff bought the debt at the sale by the U. S. Marshal, &c., &c. To sustain this answer, the defendant produced the record in insolvency.

In November, 1854, the cause came on to be heard, and was submitted to the court, when judgment was entered in favor of Judson, against Lathrop, for $1,810.50, with interest from 2d May, 1845, till paid, and costs.

Lathrop sued out a writ of error, and brought the case up to this court.

It was argued by *Mr. Taylor* for the plaintiff in error, and *Mr. Benjamin* for the defendant.

Mr. Taylor assigned for error the following:

1st. That the exception and plea to the jurisdiction of the Circuit Court, founded on the fact that there was at the time an execution then in force, upon which a seizure had been made under the judgment sued on, was improperly overruled. And

2d. That the decision of the lower court, to the effect that the original cause of indebtedness was not a Louisiana contract, upon the facts set forth in the decision of the court, is erroneous, and contrary to law.

And then made the following points:

I. In Louisiana, only one execution can issue at a time on a judgment; and when a judgment is in the course of execution in one court, no judgment can be had on the same claim, unless subject to the condition that no execution issue until the result of the proceedings on the execution be ascertained. Hudson *v.* Dangerfield, 2 L. R., 66; Newell *v.* Morton, 3 R., 102; Hennen's Dig., p. 782, No. 9.

II. Contracts are governed by the law of the place where they are entered into, and an obligation contracted or incurred is payable at the domicil or residence of the obligor, in the absence of an express stipulation making it payable elsewhere. Lynch *v.* Postlethwaite, 7 M. R., 213; Hennen's Dig., 1,068. Com. of Laws, Nos. 4, 5, 10; Shamburgh *v.* Commugen, 10 M. R., 15; Hepburn *v.* Toledano, 10 M. R., 643; 2 N. S., 511.

Mr. Benjamin took the following view of the case:

This record exhibits a writ of error prosecuted from the judgment of the Circuit Court, but there is neither assignment of error nor bill of exceptions.

It has been so often decided by this court, that it cannot take cognisance of a cause presented in this shape, that plaintiff in error could not have taken the writ with any other design than that of obtaining delay. Wherefore it is prayed that damages be allowed under the 17th rule of court. Arthurs *and al. v.* Hart, 17 Howard, 6; Weems *v.* George *and al.*, 13 Howard, 190–'7; Bond *v.* Brown, 12 Howard, 254; Field *v.* United States, 9 Peters, 202; United States *v.* King, 7 Howard, 833; Zeller's Lessee *v.* Eckhart, 4 Howard, 289.

Mr. Justice McLEAN delivered the opinion of the court.

This is a writ of error to the Circuit Court for the eastern district of Louisiana.

The action was brought on a judgment rendered by the Supreme Court of Louisiana; certain matters were set up in the Circuit Court, as a defence, all of which were overruled, and judgment was entered for eighteen hundred and ten dollars, with interest and costs. The only errors assigned in this court, on which a reversal of the judgment of the Circuit Court is prayed, are: 1, that at the time suit was brought on the judgment, in the Circuit Court, an execution had been issued on the same judgment in the State court, which was in full force, and on which a seizure had been made; and 2, that the Circuit Court erred in holding that the indebtment was not founded on a Louisiana contract.

These exceptions were not taken in the progress of the trial in the Circuit Court, and do not appear on the record. The

fact that an execution was issued and returned appears in the record of the State court, but it was not made a part of the record of the Circuit Court, by bill of exceptions, and it cannot now be noticed. There is no ground of error on the face of the record, for the action of this court. The judgment of the Circuit Court is affirmed with ten per cent. damages.

ELIZABETH MOORE, COMPLAINANT AND APPELLANT, *v.* RAY GREENE AND BENJAMIN W. HAWKINS.

In the present case, where a bill was filed to set aside titles for frauds alleged to have been committed in 1767, the bill does not make out a sufficient case; and the evidence does not even sustain the facts alleged. And the disability to sue, arising from coverture, is not satisfactorily proved.

In case of alleged fraud, it is true that the statute of limitations does not begin to run until the fraud is discovered. But then the bill must be specific in stating the facts and circumstances which constitute the fraud; and in the present case, this is not done.

Where property was sold under an administrator's sale, the presumption is in favor of its correctness; and after a long possession under it, the burden of proof is upon the party who impeaches the sale.

THIS was an appeal from the Circuit Court of the United States for the district of Rhode Island, sitting as a court of equity.

The bill was filed by Elizabeth Moore, a citizen of the State of New York, the great-grandchild of John Manton, of Rhode Island, who died in 1767. It alleged a series of frauds, beginning in 1757, when one of his sons-in-law prevailed upon him by fraud to make a deed; then that his three sons-in-law conspired together to have him declared *non compos mentis;* then that they fraudulently set aside his will; then that one of his sons-in-law cheated his own children out of their share of the estate, and the administrator became a party to the fraud; then that the Town Council, conniving with the sons-in-law, adjudged the paper not to be a lawful will, and that all the parties fraudulently prevented an appeal. These charges of fraud were made to include many other transactions which it is not necessary to specify. The claim of the complainant was, that she was entitled to a share of the lands held by the defendants; and the prayer was, that a partition might be decreed.

Hawkins filed his answer, saying that he had purchased property from Samuel W. King, who derived it from his father, Josiah King, who inherited it from his father, William B. King; and that he and the Kings had been in the uninter-