
Hudgins et al. v. Kemp.

ELLIOTT W. HUDGINS AND JOHN L. HUDGINS, APPELLANTS, *v.*
WYNDHAM KEMP, ASSIGNEE IN BANKRUPTCY OF JOHN L.
HUDGINS.

In this case, as in the preceding, no exceptions having been taken in the court below to a master's report respecting rents and profits, the questions cannot be decided by this court.

THIS was a branch of the preceding case, was argued by the same counsel, and included within the same principles.

Mr. Justice NELSON delivered the opinion of the court.

This is an appeal from a decree of the Circuit Court of the United States for the eastern district of Virginia.

The bill was filed by the assignee of the bankrupt, J. L. Hudgins, as in the preceding case, against E. W. Hudgins, a son, to set aside two deeds of conveyance of lands, as executed and delivered by the bankrupt to hinder and delay creditors—one dated 6th September, 1839, conveying three hundred acres lying in the county of York; the other dated 1st March, 1842, conveying, by estimation, seven hundred acres, in the same county—the latter for the consideration of \$3,000. This deed was made a few days after the one set aside in the case of the assignee against Robert Hudgins. The case depends upon substantially the same evidence. Portions of it, tending to connect this defendant with the conduct of the grantor, in conveying away his property in fraud of his creditors, as respects the deed of the 1st March, 1842, are, if possible, somewhat stronger than that in the preceding case.

The court, on the 18th May, 1843, decreed that the deed was fraudulent and void, and that the assignee in bankruptcy take possession of the property as a receiver; and, further, that the deed of the 6th September, 1839, was not made in fraud of creditors, but was valid as against the complainant. The court also directed an account of the rents and profits, from the time of the petition in bankruptcy to the time of the receiver taking possession. The master subsequently reported rents and profits to the amount of \$659.72; and on the 27th June, 1855, a final decree was entered.

The court decreed that the defendant, Elliott W. Hudgins, pay to the complainant \$659.72, with interest from 2d June, 1848; and that, if the proceeds of the property directed to be sold in the case of the plaintiff against Robert Hudgins and others, should not be sufficient to satisfy the debts proved against the bankrupt, then the plaintiff is authorized to sell the lands in question, as particularly specified and directed in the said decree.

Brown v. Shannon et al.

The only question arising on the master's report in this case, and the decree in pursuance thereof, is, that the rents and profits should not have been charged prior to the decree in bankruptcy. The answer to this objection is, that no such exception was taken to the report, and cannot, therefore, be noticed here. The case, in all its essential parts, falls within the views presented in the preceding one of this plaintiff against Robert Hudgins and others, and must abide the like result.

The decree of the court below is affirmed.

ISAAC BROWN, APPELLANT, *v.* JOSEPH P. SHANNON ET AL.

Where a bill is filed to enforce the specific execution of a contract in relation to the use of a patent right, this court has no appellate jurisdiction, unless the matter in controversy exceeds two thousand dollars.

The jurisdiction, where the bill is founded upon a contract, differs materially from the jurisdiction on a bill to prevent the infringement of the monopoly of the patentee, or of those claiming under him by legal assignments, and to protect them in their rights to the exclusive use.

The penalty of the bond taken, when an injunction is awarded, is no evidence of the amount or value in dispute.

THIS was an appeal from the Circuit Court of the United States for the district of Maryland.

The case is stated in the opinion of the court.

It was argued by *Mr. Schley* for the appellant, and submitted on a printed argument by *Mr. Latrobe* and *Mr. Gwinn* for the defendants.

Mr. Chief Justice TANEY delivered the opinion of the court.

This is an appeal from the decree of the Circuit Court for the district of Maryland.

The bill was filed by Joseph P. Shannon & Company, Gelston & Matthews, Lapouraille & Maughlin, and Griffiss & Cate, who composed four different partnership firms in the city of Baltimore, separately engaged in the business of planing, who all joined in the bill of complaint against Brown, the appellant, praying that he might be enjoined from the use of certain planing machines, mentioned in the bill, in the city of Baltimore. Upon the hearing, a perpetual injunction was granted accordingly, and from that decree this appeal was taken.

From the manner in which the bill is framed, there is some