

LEWIS v. CAMPAU.

A final judgment or decree by the highest court of law or equity of a State that revenue stamps attached to a deed offered in evidence and objected to as not having stamps proportioned to the value of the land conveyed are sufficient—is not a subject for review by this court under the 25th section of the Judiciary Act of 1789.

CAMPAU sued Lewis in the Supreme Court of Michigan, “the highest court of law and equity” in that State; and on the hearing there, objection was made to the admissibility of a deed which was offered in evidence, on the ground that the United States revenue stamps attached to it were not sufficient in amount; that is to say, were not proportioned in amount to the value of the land conveyed; as the act of Congress relating to our internal revenue requires that they should be; and that the deed was therefore void. The court being satisfied that the value of the land was not sufficient to require stamps of greater amount than were actually attached admitted the deed; and final judgment having gone in favor of Lewis, the other party, Campau, brought the case here on error as being within the 25th section of the Judiciary Act of 1789; a section which enacts that a final judgment or decree in any suit in the highest court of law or equity in a State wherein is drawn in question the *validity* of a statute of the United States and the decision is against its validity; or where is drawn in question the *construction* of any clause of a statute of the United States and the decision is against the title, right, or privilege specially set up or claimed by either party—may be re-examined here

Mr. Walker now moved to dismiss the cause, on the ground of want of jurisdiction, *Mr. Bishop* opposing.

The CHIEF JUSTICE: Neither the validity of the statute, nor its construction was in any way drawn in question. The only question the court had to pass upon, and this only

Statement of the case.

incidentally as affecting the admissibility of evidence, was the value of the land.

This is not a question which can be brought into this court under the 25th section of the Judiciary Act.

WRIT OF ERROR DISMISSED.

YORK COMPANY v. CENTRAL RAILROAD.

1. The common-law liability of a common carrier for the safe carriage of goods may be limited and qualified by special *contract* with the owner; provided such special contract do not attempt to cover losses by negligence or misconduct.

Thus, where a contract for the transportation of *cotton* from Memphis to Boston was in the form of a bill of lading containing a clause exempting the carrier from liability for losses by *fire*, and the cotton was destroyed by fire, the exemption was held sufficient to protect the carrier, the fire not having been occasioned by any want of due care on his part.

2. Where a deposition is taken upon a commission, the general rule is that all objections to it of a formal character, and such as might have been obviated if urged on the examination of the witness, must be raised at such examination, or upon motion to suppress the deposition. It is too late to raise such objections for the first time at the trial.

Thus, where a copy of a bill of lading was annexed to the answer of a witness examined on a commission, and no objection to the copy was taken at the examination or by motion to suppress afterwards, it was held that the objection that the original was not produced or its loss shown came too late at the trial.

TROUT & SON shipped at Memphis, on the Mississippi, a large quantity of cotton, on board a steamer belonging to the Illinois Central Railroad Company, common carriers; which by the terms of the bill of lading was to be delivered at Boston, Massachusetts, the consignees paying \$4.75 per bale, "*fire and the unavoidable dangers of the river only excepted.*" The bill of lading which referred to the cotton as shipped by "*Trout & Son*" was signed in four; two copies being given to Trout & Son, of which they retained one, for-