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under the Reciprocity Treaty of 1854; but were chargeable with a duty of 20 per cent. *ad valorem*, under the twenty-fourth section of the act of March 2d, 1861.

This suit was brought to recover the duties on "split timbers" imported from Canada into the United States, and claimed to be exempt under the Reciprocity Treaty, as in the case just disposed of. The treaty exempts from duty "timber and lumber of all kinds, round, *hewed*, and *sawed*, *unmanufactured*, in whole or in part."

The articles consisted of six hundred and sixteen cords of *split* white-ash timber, chiefly designed to be used in the manufacture of long shovel handles.

The main question was whether the said timber was liable to duty, or whether it was made free of duty by the Reciprocity Treaty.

Same counsel as in the United States v. Hathaway, just preceding.

Mr. Justice NELSON delivered the opinion of the court.

The case falls within the construction of the treaty in the case of the *United States v. Hathaway*.

The article, we think, is chargeable with a duty of twenty per centum *ad valorem*, under the twenty-fourth section of the act of March 2d, 1861, which imposes this duty "on all articles manufactured, in whole or in part," not otherwise provided for.

The court answer the question, in the certificate of division of opinion,

IN THE AFFIRMATIVE.

GILMAN v. LOCKWOOD.

Certificates of discharge granted under insolvent laws passed by a State cannot be pleaded in bar of an action brought by a citizen of another State in the courts of the United States, or of any other State than that where the discharge was obtained, unless it appear that the plaintiff proved his debt against the defendant's estate in insolvency, or in some manner became a party to the proceedings. *Baldwin v. Hale*, 1 Wallace, 223, and *Baldwin v. Bank of Newbury*, Id. 234, affirmed.

ERROR to the Circuit Court of the United States for the District of Wisconsin. The case was a submitted one.

Opinion of the court.

Mr. Carpenter, by brief, for the plaintiff in error. No opposite counsel.

Mr. Justice CLIFFORD delivered the opinion of the court.

Amended plea of the defendant admitted, as the declaration alleged, that the plaintiff, when the note was made and delivered, was a citizen of the State of New York; and that the defendant was a citizen of the State of Wisconsin, where the note is dated and was executed. Action was assumpsit to recover the amount of a certain promissory note, described in the notice of claim annexed to the declaration. Defendant pleaded his discharge in insolvency from all his debts prior to the commencement of the action under the insolvent laws of the State where he resides, and where the contract was executed between the parties. Plaintiff demurred specially to the plea, and the defendant joined in demurrer.

Causes of demurrer shown were :

First. That the plea tendered an immaterial issue.

Second. That the insolvent court exceeded its jurisdiction in attempting to determine the rights of the plaintiff under this contract, as he was a citizen of another State, and never became a party to the proceedings in insolvency.

Third. That the discharge in insolvency set up in defendant's plea is nugatory, because the insolvent law of the State as to the plaintiff is unconstitutional and void.

Circuit Court overruled the demurrer and rendered judgment for the defendant; whereupon the plaintiff sued out this writ of error and removed the cause into this court.

State legislatures may pass insolvent laws, provided there be no act of Congress establishing a uniform system of bankruptcy conflicting with their provisions, and provided that the law itself be so framed that it does not impair the obligation of contracts. Certificates of discharge, however, granted under such a law, cannot be pleaded in bar of an action brought by a citizen of another State in the courts of the United States, or of any other State than that where

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the discharge was obtained, unless it appear that the plaintiff proved his debt against the defendant's estate in insolvency, or in some manner became a party to the proceedings. Insolvent laws of one State cannot discharge the contracts of citizens of other States; because such laws have no extra territorial operation, and consequently the tribunal sitting under them, unless in cases where a citizen of such other State voluntarily becomes a party to the proceedings, has no jurisdiction of the case.*

Unquestionably, the decision in those cases controls the present case, and renders further remarks upon the subject unnecessary. Demurrer should have been sustained.

JUDGMENT REVERSED with costs, and the cause remanded for further proceedings in conformity to the opinion of this court.

THE MOSES TAYLOR.

1. A contract for the transportation of passengers by a steamship on the ocean is a maritime contract, and there is no distinction in principle between it and a contract for the like transportation of merchandise. The same liability attaches upon its execution both to the owner and the steamship.
2. The distinguishing and characteristic feature of a suit in admiralty, is that the vessel or thing proceeded against itself is seized and impleaded as the defendant, and is judged and sentenced accordingly. By the common law process, property is reached only through a personal defendant, and then only to the extent of his title.
3. A statute of California, which authorizes actions *in rem* against vessels for causes of action cognizable in the admiralty, to that extent attempts to invest her courts with admiralty jurisdiction.
4. The judicial power of the United States is in some cases unavoidably exclusive of all State authority, and in all others it may be made so at the election of Congress.
5. The provision of the ninth section of the Judiciary Act, which vests in the District Courts of the United States exclusive cognizance of civil causes of admiralty and maritime jurisdiction, is constitutional.
6. The clause of the ninth section, saving to suitors "the right of a common

* *Baldwin v. Hale*, 1 Wallace, 223; *Baldwin v. Bank of Newbury*, Id. 234