

Statement of the case.

setts, which declares that "no subject shall be held to answer for any crime or offence, until the same is fully and plainly, substantially and formally, described to him;" nor be "despoiled or deprived of his property, immunities or privileges, put out of the protection of the law, exiled or deprived of his life, liberty or estate, but by the judgment of his peers, or the law of the land,"* is answered by the construction which the Supreme Court of that State has given to these provisions. It has held that the proceeding taken for the removal of the plaintiff could not in any just and proper sense be deemed a criminal procedure, in which a party has a right to a full, formal, and substantial description of the offence charged; and that it was not essential to the validity of the order of removal that it should be founded on legal process according to the signification of the words "*per legem terrae*" as used in *Magna Charta*, or in the Declaration of Rights.† This construction of the highest court of the State, not called in question by any conflicting decision of that court, is conclusive upon us.‡

We find no error in the ruling of the Circuit Court, and its judgment must therefore be

AFFIRMED.

PALMER v. DONNER.

A district judge has no authority to sign a citation upon a writ of error to a State court. When the citation has been thus signed, the writ of error will be dismissed on motion.

THIS was a motion, made by *Mr. J. H. Bradley*, to dismiss a writ of error directed to the Supreme Court of the State of California, on the ground that the citation had been signed by a district judge, which the record showed was the fact.

* Declaration of Rights, Art. 12.

† Randall, Petitioner for Mandamus, 11 Allen, 473.

‡ *Provident Institution v. Massachusetts*, 6 Wallace, 630.

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The CHIEF JUSTICE delivered the opinion of the court.

The revisory jurisdiction of this court over the judgments of State tribunals, is defined by the twenty-fifth section of the Judiciary Act of 1789. It is there provided that the citation must be signed by the chief justice, or judge, or chancellor of the court rendering or passing the judgment or decree complained of, or by a justice of the Supreme Court of the United States. But the citation in the case before us, was signed by a district judge. This was without authority of law, and the citation was, therefore, without effect. The case therefore is not properly in this court, and the writ of error must be

DISMISSED.

COPPELL v. HALL.

1. A contract made by a consul of a neutral power, with the citizen of a belligerent State, that he will "protect," with his neutral name, from capture by the belligerent, merchandise which such citizen has in the enemy's lines, is against public policy and void.
2. During the late rebellion the President alone had power to license commercial intercourse between places within the lines of military occupation, by forces of the United States, and places under the control of insurgents against it. Hence the general orders of the officer of the United States, commanding in the department, could give no validity to such intercourse.
3. Where suit is brought upon a contract which is void as against public policy and the laws, a party who pleads such invalidity of it does not render the plea ineffective by a further defence in "reconvention;" a defence of this sort, to wit, that, if the contract be valid, he himself takes the position of a plaintiff, and makes a claim for damages for its non-performance.

IN error to the Circuit Court for the Eastern District of Louisiana.

The case was this:

During the late civil war the city of New Orleans was in military occupation of the United States forces, and most of the neighboring cotton region around, in military possession of rebel enemies.