merely directory to General Butler; for it could not have been supposed that he could contract with any person for arms, clothing, &c., at prices to be determined by what the government could buy them for afterwards.

2. General Butler was only required to bring the costs of recruiting, arming, and equipment, in the aggregate, within that of like troops raised for the service. This, of course, left him a discretion in contracting for each article he needed, provided the amount of all his contracts did not exceed the expense laid down by the rule.

The judgment of the Court of Claims is REVERSED, with instructions to the court below to enter a judgment for the plaintiff for the difference between $20 and $27 each for the 3200 guns described in the second voucher.

JAMES v. BANK.

Where there is no bill of exceptions, and nothing upon which error can be assigned, the regular practice is to affirm the judgments, not to dismiss.

IN error to the Circuit Court for Louisiana.

The Bank of Mobile brought suit in the court below against one James, on bill of exchange. The record of the case, as sent here, contained nothing but the declaration; the plea of the general issue; the proof of protest of the bill of exchange, indorsed by the defendant, and notice to him of non-payment, and judgment of the court in favor of the plaintiff. There was no bill of exceptions, and nothing upon which error could be assigned.

A motion was now made *by Mr. P. Phillips, in behalf of the defendant in error*, to *dismiss the case;* an unreported order of dismissal, which was said to have been made at the last term on a similar case, being referred to.

Mr. Carlisle, contra.

Opinion of the court.

The CHIEF JUSTICE delivered the opinion of the court.

The regular course, in cases of this description, is to affirm the judgments. The appeal is regularly here, and cannot be dismissed for want of jurisdiction. The motion, therefore, must be DENIED.

Counsel for the appellee has referred us to an order dismissing a writ of error at the last term, under circumstances like those of the case before us. This order must have been entered through inadvertence, and cannot be drawn into a precedent.

BLITZ *v.* BROWN.

A writ of error dismissed where the transcript contained only a blank form of a certificate of authentication, without the seal of the court below or the signature of its clerk. Leave was, however, granted to the plaintiff in error to withdraw the record, but not for the purpose of having it perfected and returned here and placed on the docket, as if it had been regularly filed.

IN this case—a writ of error to the Supreme Court of the District of Columbia—no authenticated transcript of the record had been filed. That which purported to be a transcript contained only a blank form of a certificate of authentication, without the seal of the court below or the signature of its clerk.

Two motions were now accordingly made; the first by *Mr. Carlisle, for the defendant in error*, to dismiss, the second by *Mr. Bradley, in behalf of the plaintiff in error*, for leave to withdraw the paper from the files, in order that the blank certificate might be duly signed and sealed, and that when thus perfected, the record might be returned and have its place on the docket, as if regularly filed, according to law and the practice of the court.

The CHIEF JUSTICE delivered the opinion of the court.

The filing of such a paper, as has been filed in this case, is not the filing of the transcript at the next term after the