

Statement of the case.

tially different in both respects; and it seems to us that no rule of evidence properly understood requires us to refuse, under the circumstances, to admit proof of the sense in which the word dollar is used in the contract before us. Our answer to the second question is, therefore, also in the affirmative. We are clearly of opinion that such evidence must be received in respect to such contracts, in order that justice may be done between the parties, and that the party entitled to be paid in these Confederate dollars can recover their actual value at the time and place of the contract, in lawful money of the United States.

We do not think it necessary to go into a detailed examination of the evidence in the record in order to vindicate our answer to the third question. It is enough to say that it has left no doubt in our minds that the note for ten thousand dollars, to enforce payment of which suit was brought in the Circuit Court, was to be paid, by agreement of the parties, in Confederate notes.

It follows that the decree of the Circuit Court must be REVERSED, and the cause remanded, for further hearing and decree, in conformity with this opinion.

NOTE.

At the same time with the foregoing case was decided another, as to its chief point, like it; an appeal from the Circuit Court for the Northern District of Georgia. It was the case of

DEAN *v.* YOUNELL'S ADMINISTRATOR.

A bill had been filed below to set aside a deed of land for fraud and inadequate consideration. The allegations of fraud were founded wholly upon the circumstance, that the land was sold for Confederate notes. The bill set up also a lien in favor of the vendor of the complainant. The vendor, whose lien was set up, was not made a party, nor was there any allegation of notice to the grantor of the complainant of the alleged lien for purchase-money; nor was there any averment that the complainant was induced to take the Confederate notes by fraudu-

Syllabus.

lent misrepresentations of the decedent. A demurrer was interposed in the court below (Erskine, J., presiding), and being sustained, the bill was dismissed.

The CHIEF JUSTICE delivered the opinion of this court, to the effect, that the vendor whose lien was set up not having been made a party, and there not being any allegations of notice to the grantor of the complainant, of the alleged lien for purchase-money, no ground of relief was shown by the bill as to this lien.

And that upon the principles of *Thorington v. Smith*, just preceding, the fact that the land was sold for Confederate notes, did not, in the absence of all averment that the complainant was induced to take them by fraudulent misrepresentations of the decedent, afford ground for the interposition of a court of equity. The decree was accordingly

AFFIRMED.

THE EAGLE.

1. Since the decision (A. D. 1851) in the *Genesee Chief* (12 Howard, 443), which decided that admiralty jurisdiction was not limited in this country to tide waters, but extended to the lakes and the waters connecting them; the previous act of 1845 (5 Stat. at Large, 726), entitled "An act extending the jurisdiction of the District Courts to *certain* cases upon the lakes and navigable waters connecting the same," and which went on the assumption (declared in the *Genesee Chief* to be a false one) that the jurisdiction of the admiralty was limited to tide waters, has become inoperative and ineffectual, with the exception of the clause which gives to either party the right of trial by jury when requested. The District Courts, upon whom the admiralty question was exclusively conferred by the Judiciary Act of 1789, can, therefore, take cognizance of all civil causes of admiralty jurisdiction upon the lakes and waters connecting them, the same as upon the high seas, bays, and riyers navigable from the sea.
2. The court observes also, that from the reasons given why the act of 1845 has become inoperative, the clause (italicized in the lines below of this paragraph) in the ninth section of the Judiciary Act of 1789, which confers exclusive original cognizance of all civil causes of admiralty jurisdiction upon the District Courts, "*including all seizures under laws of impost, navigation, or trade of the United States, where the seizures are made on waters which are navigable from the sea by vessels of ten or more tons burden, within their respective districts, as well as upon the high seas,*" is equally inoperative.