This draft Perry transferred to the Oneida Bank, who brought suit upon it. It was held, assuming this draft to be void, that the party making the contract could reject the security and recover the money or value which he advanced on receiving it. It was held further, that the right of action to recover this money passed to the Oneida Bank upon the transfer of the certificate to them. The plaintiff recovered the money advanced to the bank upon the illegal certificate. Both of these principles were held with equal distinctness in *Tracy* v. *Talmage*, *supra*.

They seem to me to be decisive of the right of the plaintiff to recover upon the checks, regarding them in their most unfavorable aspect, the amount of money advanced to and yet held by the city.

For the reasons thus presented, I concur in the reversal of the judgment.

JUDGMENT REVERSED, and a

VENIRE DE NOVO AWARDED.

Mr. Justice CLIFFORD, dissenting:

I dissent from the opinion and judgment in this case, chiefly upon two grounds: (1) Because I think the opinion restricts quite too much the powers of municipal corporations; and (2), because the doctrines of the opinion, as applied to negotiable securities of a commercial character, are repugnant to the well-settled rules of law established by the repeated decisions of this court.

Mr. Justice SWAYNE and Mr. Justice STRONG also dissented.

NOTE.

AT the same time with the preceding case, and by the same counsel, was argued the case of

THE MAYOR *v.* LINDSEY.

In error to the same Circuit Court, for the Middle District of Tennessee. In this case Lindsey sued the mayor of Nashville

on certain checks, similar in all respects, in form and inception, to the check issued to Julius Sax, and mentioned more particularly *supra*, p. 472. The checks now sued on had been pledged as collateral security for a loan of less amount than the checks pledged, and were sold soon after being pledged, and before the loan fell due; the transaction being effected by the chairman of the finance committee of the city council without other authority. Such at least was the tendency of the evidence, and the judge charged substantially as in the preceding case of Ray.

Mr. Justice BRADLEY announced the judgment of this court, REVERSING THE JUDGMENT BELOW, with directions to award a

VENIRE DE NOVO.

UNITED STATES *v.* ARWO.

Under the act of March 3d, 1825, § 22, by which an assault on a person upon the high seas with a dangerous weapon is made an offence against the United States, and the trial of the offence is to be "in the district where the offender is apprehended, OR into which he may first be brought," a person is triable in the Southern District of New York who, on a vessel owned by citizens of the United States, has committed on the high seas the offence specified; has been then put in irons for safe-keeping has, on the arrival of the vessel at anchorage at the lower quarantine in the Eastern District of New York, been delivered to officers of the State of New York, in order that he may be forthcoming, &c.; and has been by them carried into the Southern District and there delivered to the marshal of the United States for that district, to whom a warrant to apprehend and bring him to justice was first issued.

ON certificate of division in opinion from the Southern District of New York.

A statute of March 3d, 1825,* makes an assault committed on the high seas with a deadly weapon a crime against the United States, and the act is made cognizable in virtue of prior law,† "*in the district where the offender is apprehended* OR *into which he may first be brought.*"

* 4 Stat. at Large, 115, § 22.

† Act of April 30th, 1790, § 8; 1 Id. 113.