

such a contract, the United States were not liable to the claimant for its loss, and, of course, could not be to the insurance companies which were subrogated to his rights. *Macardier v. The Chesapeake Insurance Co.*, 8 Cranch, 39; *The Schooner Volunteer*, 1 Sumn. 551; *The Brig Spartan*, 1 Ware, 153; *Donohue v. Kittel*, 1 Cliff. 138. *Judgment affirmed.*

MR. JUSTICE MILLER dissented.

MR. JUSTICE STRONG did not take part in the decision.



SCHACKER v. HARTFORD FIRE INSURANCE COMPANY.

The doctrine in *Lee v. Watson*, 1 Wall. 337, that, "in an action upon a money-demand, where the general issue is pleaded, the matter in dispute is the debt claimed, and its amount, as stated in the body of the declaration, and not merely the damages alleged or the prayer for judgment at its conclusion must be considered in determining whether this court can take jurisdiction," affirmed and applied to the present case.

ERROR to the Circuit Court of the United States for the Northern District of Illinois.

Submitted on printed arguments by *Mr. W. T. Burgess* for the plaintiff in error, and by *Mr. George O. Ide* for the defendant in error.

MR. CHIEF JUSTICE WAITE delivered the opinion of the court.

On opening this record, we find that the action below was assumpsit upon a policy of insurance for \$1,400. There are two counts in the declaration, but they are both upon the same cause of action; and although the damages, both in the writ and declaration, are laid at \$3,000, it is apparent from the whole record that there could not be a recovery in any event for more than \$1,400 and interest from July 14, 1873.

Our jurisdiction, when this writ issued, was limited in cases of this character to those in which the "matter in dispute, exclusive of costs, exceeds the sum or value of \$2,000." Rev. Stat., sect. 692. Now, in the same class of cases, where

a judgment or decree has been rendered since May 1, 1875, the amount must be \$5,000. 18 Stat. 316.

In *Lee v. Watson*, 1 Wall. 337, we held, that "in an action upon a money demand, where the general issue is pleaded, the matter in dispute is the debt claimed, and its amount, as stated in the body of the declaration, and not merely the damages alleged or the prayer for judgment at its conclusion must be considered in determining whether this court can take jurisdiction." Applying this rule, which is clearly right, to the present case, it is ordered that the writ of error be

Dismissed for want of jurisdiction.

GARFIELD v. UNITED STATES.

The Post-Office Department, by public notice, invited proposals for conveying the mails on route No. "43,132, from Port Townsend (W. T.) and San Juan, to Sitka, Alaska, fourteen hundred miles and back, once a month, in safe and suitable steamboats." The notice, after fixing the time of departure and arrival from the terminal ports, contained the following: "Proposals invited to begin at Port Townsend (W. T.), five hundred miles less. Present pay, \$34,800 per annum." *Held*, 1. That, under sect. 243 of the act of June 8, 1872 (17 Stat. 313), this was a sufficient notice that proposals were desired for carrying the mails between Port Townsend and Sitka. 2. That the acceptance by the Post-Office Department of the proposal of a bidder to so carry them created a contract of the same force and effect as if a formal contract had been written out and signed by the parties.

APPEAL from the Court of Claims.

In addition to the facts set forth in the opinion of the court, the court below found that the appellant's proposal was as follows: —

"The undersigned, Selucius Garfield, whose post-office address is Port Townsend, County of Jefferson, Territory of Washington, proposes to convey the mails of the United States from July 1, 1874, to June 30, 1878, on route No. 43,132, between Port Townsend, and Sitka, Alaska, under the advertisement of the Postmaster-General, dated Oct. 1, 1873, in safe and suitable steamboats, 'with celerity, certainty, and security' (law of June 8, 1872), for the annual sum of \$26,000.