been indorsed to the libelant. The defendant did not ship the seamen, nor did he employ the shipping agent to ship them. He was not the owner of the vessel, nor did he know of the giving of the agreements sued on. The fact that the defendant was authorized to collect the inward freight of the vessel, and to procure for her an outward freight, and to pay the ship's disbursements upon the master's certificate, does not make him an agent who "authorized the giving of the advance security" within the meaning of the statute. Nor is he made out to be such agent by the further proof that upon the master's certificate he paid the shipping agent's bill in which the advances in question were charged.

If the defendant had employed the shipping agent to ship the men, the case would have been different.

The libel must be dismissed.

Equity—Injunction—Damages—Security.

RUSSELL *v.* FARLEY, U. S. Sup. Ct., October Term, 1881. Appeal from the circuit court of the United States for the district of Minnesota. The case was decided in the supreme court of the United States on April 3, 1882. Mr. Justice *Bradley* delivered the opinion of the court affirming the decree of the circuit court.

An appeal does not lie from an appeal in equity as to the costs merely. The circuit court of the United States is not governed in its practice in equity by the laws of the state in which it sits, but by the rules of practice prescribed by the supreme court, and by the circuit court not inconsistent therewith, and when these are silent by the practice of the high court of chancery in England when the equity rules were adopted. The courts of the United States, under the general principles and usages of equity, may impose terms or require security for damages before granting an injunction, and this power is independent of any statute. So it may relieve from or modify such terms during the progress or at the termination of the cause, and enforce or carry out the conditions imposed, or the undertakings entered into; but while the court may have the power to assess damages, yet if it has that power it is in its discretion to exercise it, or to leave the parties to their action at law.

R. S. Ashurst and T. H. Hubbard, for appellant.

Henry J. Horn, for appellee.

Cases cited in the opinion: Canter v. Amer. Ins. Co. 3 Pet. 307; Elastic Fab. Co. v. Smith, 110 U. S. 112; Marquis of Downshire v. Lady Sandys, 6 Ves. Jr. 107; Wombwell v. Belasyse, 6 Ves. Jr. 110, note; Wilkins v. Aitkin, 17 Ves. Jr. 422; Novello v. James, 5 De Gex, M. & G. 876; Bein v. Heath, 12 How. 179; Merryfield v. Jones, 2 Curt. 306.

Jurisdiction—Assignee of Chose in Action.

MARINE & RIV. PHOS., ETC., Co. *v.* BRADLEY, U. S. Sup. Ct., October Term, 1881. Appeal from the circuit court of the United States for the district of South Carolina. The decision was rendered by the supreme court of the United States on April 3, 1882. Mr. Justice *Matthews* delivered the opinion of the court affirming the decree of the circuit court.

Where the obligation sued on is a negotiable promissory note, it is excepted out of the prohibition contained in section 1 of the act of March 3, 1875, inhibiting the assignee of a chose in action to sue in cases where the assignor could not maintain a suit in the circuit court. The bond of a corporation, payable to a particular individual and not negotiable, when subsequently indorsed, becomes a new and complete contract upon a distinct consideration, and if payable to bearer is negotiable by delivery merely. It is a negotiable note within the meaning of the law merchant, and according to the law of the place of the contract, notwithstanding it is an instrument under seal. Where the delivery of the bond was a transfer of the legal title, and it is nowhere shown that the party transferring could not have maintained action upon the bond, the transfer will not be deemed collusive for the purpose of conferring jurisdiction on the circuit court. To confer or oust jurisdiction, when it depends on citizenship, the necessary facts must be distinctly alleged and admitted or proved. Where the statute prescribes no form of action, the jurisdiction may be regarded as concurrent at law and in equity, according to the nature of the relief made necessary by the circumstances upon which the right arises.

A. G. Magrath and Samuel Lord, Jr., for appellants.

William E. Earle and James B. Campbell, for appellee.

Cases cited in the opinion: Langston v. South Car. R. Co. 2 S. C. 251; Bank v. Railroad Co. 5 S. C. 158; Bond Debt Cases, 12 S. C. 250; Smith v. Kernochen, 7 How. 216; Jones v. League, 18 How. 76; Barney v. Baltimore, 6 Wall. 280; Williams v. Nottawa, 4 Morr. Trans. 390.

Municipal Subscription to Railroad Stock.

CITY OF LOUISIANA *v.* TAYLOR, U. S. Sup. Ct., Oct. Term, 1881. Error to the circuit court of the United States for the eastern district of Missouri. The decision of the supreme court was rendered on April 24, 1882. Mr. Justice *Matthews* delivered the opinion of the court affirming the judgment of the circuit court.

The repeal of an act is not the direct and immediate result of the constitution, but, on the contrary, a prohibition contained in that instrument is a limitation merely upon the power of the legislature for the future, so that it should not thereafter grant authority to municipal corporations to become stockholders in companies except upon the terms especially mentioned; and all previous grants of such authority remain in their original force until duly revoked, unaffected by the constitutional provision. An enabling act passed in execution of the powers authorized by the constitution, general in its provisions, conferring power upon any county, city, or town to take stock in, or to loan its credit to, any railroad company duly organized under any