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

law of the state, upon the assent of two-thirds of the qualified voters thereof does not revoke any previous grants of similar authority.

James O. Broadhead and David P. Dyer, for plaintiff in error.
Clinton Rowell and Thomas K. Skinker, for defendant in error.

Cases cited in the opinion: Callaway Co. v. Foster, 93 U. S. 570; Scotland Co. v. Thomas, 94 U. S. 682; Henry Co. v. Nicolay, 95 U. S. 619; Ray Co. v. Vansycle, 96 U. S. 675; Schuyler Co. v. Thomas, 98 U. S. 169; Cass Co. v. Gillett, 100 U. S. 585.

Practice—Review on Writ of Error.

JONES and others *v.* BUCKELL and others, U. S. Sup. Ct., Oct. Term, 1881. Error to the circuit court of the United States for the northern district of Florida. The decision in this case was rendered on January 16, 1882. Mr. Chief Justice *Waite* delivered the opinion of the court affirming the judgment of the circuit court.

Where no issue was made directly by the pleadings, and no evidence is set forth or referred to in the bill of exceptions showing the materiality of the charge complained of, and the case presents only an abstract proposition of law, which may or may not have been stated by the court in a way to be injurious to the plaintiff in error, it will not be considered by the appellate court.

W. A. Beach, for plaintiffs in error.
C. W. Jones, for defendants in error.

Cases cited: Henderson v. Moore, 5 Cranch, 11; Railway Co. v. Heck, 102 U. S. 120; Dunlop v. Monroe, 7 Cranch, 270; Reed v. Gardner, 17 Wall. 409.

Jurisdiction—Collusive Assignment.

WILLIAMS *v.* NOTTAWA, U. S. Sup. Ct., October Term, 1881. Error to the circuit court of the United States for the western district of Michigan. The decision of the supreme court was rendered on December 5, 1881. Mr. Chief Justice *Waite* delivered the opinion of the court reversing the judgment.

Where various parties transferred negotiable securities to a non-resident for the purpose of conferring jurisdiction on the circuit court, it is the duty of the court to dismiss the case on its own motion as soon as such collusion appeared.

Hughes, O'Brien & Smiley, for plaintiff in error.
Charles Upson, for defendant in error.

Case cited in the opinion: Gordon v. Longest, 16 Pet. 104.

Lien of Judgment—Priority.

STEVENSON *v.* TEXAS & PAC. R. Co., U. S. Sup. Ct., Oct. Term, 1881. Appeal from the circuit court of the United States for the western district of Texas. The decision of the supreme court was rendered on May 8, 1882. Mr. Justice *Matthews* delivered the opinion of the court affirming the decree of the circuit court.