marked B and C and D and E, which are made a part hereof, and which, it is agreed, were regularly and duly adopted by said board and spread upon its record.

"10. The court may take notice and give force to any statutes of the state of Missouri or decisions of the law court of said state, cited in argument by either party herein, the same as though offered in evidence, and subject to the same objections as are provided for in section 1 hereof.

"11. That in case the plaintiff is entitled to recover herein for the arrest and conviction of said Lucas, it is agreed that he is to have judgment in the sum of $2,500, and interest from May 1, 1877, being one-half the reward offered, if the court shall hold that said reward is apportionable, and if that is material.

"12. That so far as said petition herein relates to the claim for the apprehension and conviction of said Williams the same is to stand for trial separately, and subsequently hereto.

"13. That said offer of reward was issued for circulation and information of the public, and to induce parties to act thereon, and that said Huthsing and Lawler performed the work and services set forth in the petition, resulting in the arrest of John R. Barcus, as further set forth in section 6 hereof."

Whiting S. Clark, for plaintiff.

Anderson & Kinkead, for defendants.

McCrary, J. The plaintiff now seeks, by his new averments and the agreed statement, to put his case upon the ground of fraud. It is not pretended that there was any fraudulent intent on the part of the defendants. That they, in fact, acted in perfect good faith, intending to bind the county, and believing they had power to do so, is not questioned. How, then, does the plaintiff attempt to make a case of fraud? They say the defendants are conclusively presumed to have known the law of Iowa, and therefore must be held to have offered the reward knowing that the county would not be bound. They must, therefore, have intended to mislead and deceive the plaintiff. Now it is manifest that this reasoning is purely technical. It aims to charge the defendants upon a case of fraud in law when there was no fraud in fact. It would be a strange result in an action at law to make a defendant responsible upon a charge of fraud while admitting that he, in fact, acted in perfect good faith.

It is, of course, necessary to this argument for the plaintiff to assume that he did not know the law of Iowa, because if he did know the law he was not deceived. But in my opinion this is untenable. When a party in one state makes a contract with direct reference to the law of another state, I think he must be held to know the law of that state. In all the county bond cases it was held by the supreme court that the non-resident holder for value without notice, of county bonds, must take notice of the law of the state conferring the power to execute them, and that if the law of the state conferred no power the innocent purchaser and holder could not recover. He was bound to know the law of the state under which the contract was made. He could not be innocent by reason of his ignorance in that regard. It never entered the mind of any one to say that, being a citizen of

another state, he was not presumed to know the law of the state giving the authority to issue the bonds; and no one ever dreamed that the county officers, if they acted *ultra vires*, bound themselves personally. Why, then, was not the plaintiff in the present case bound to take notice of the law of Iowa conferring power upon the board of supervisors to offer the reward? The plaintiff saw, by the very terms of the offer, that the board intended to bind the county and not to make themselves personally liable. Why was he not bound to take notice of the law of Iowa, and see whether or not it gave the board power to make the contract upon which he sues?

If the defendants in this case can be made responsible for fraud, upon the theory that they knew the law while the plaintiff was ignorant of it, I can see no reason why the county officers who may issue bonds in perfect good faith under a mistake of the law may not be made personally responsible upon them by any non-resident purchaser for value.

The plaintiff made a contract with the county of Marion, not with the defendants as individuals. He did service to the county, not to the defendants individually. And now, finding he cannot recover from the county, seeks to change the whole nature of the transaction. He seeks to make parties liable with whom he had no contract, and for whom he performed no service.

Upon a careful reconsideration of the whole case by both judges we are prepared to reaffirm what was said in the original opinion, and to hold that there is nothing in the amended petition upon which to base a claim for damages in favor of the plaintiff and against the defendants.

The demurrer to the amended petition is therefore sustained, both judges concurring.

LITTLE PITTSBURGH CONSOLIDATED MINING CO. *v.* AMIE MINING CO.

(*Circuit Court, D. Colorado.* July 2, 1883.)

1. MINING CLAIM—LOCATOR DISPOSING OF PART.
   After a mining claim has been properly located, the owner of it may sell any part without prejudice to his right to hold the remainder. He may dispose of it by gift or grant in any way that seems proper to him, and the mere fact that a part of it is transferred to another will not defeat the right of the locator to other portions which were not so sold, disposed of, or surrendered.
2. SAME—PREVIOUS LOCATION.
   A location of a mining claim cannot be made by a discovery shaft upon another claim which has been previously located, and which is a valid location.

At Law.

Rockwell & Bissell, for plaintiffs.

Markham, Patterson & Thomas, for defendants.