

ers Manuf'g Co., 109 U. S. 117, 3 Sup. Ct. Rep. 105; *Bussey v. Manufacturing Co.*, 110 U. S. 131, 4 Sup. Ct. Rep. 38; *Phillips v. City of Detroit*, 111 U. S. 604, 4 Sup. Ct. Rep. 580; *Stephenson v. Railroad Co.*, 114 U. S. 149, 5 Sup. Ct. Rep. 777; *Beecher Manuf'g Co. v. Atwater Manuf'g Co.*, 114 U. S. 523, 5 Sup. Ct. Rep. 1007; *Heating Co. v. Burtis*, 121 U. S. 286, 7 Sup. Ct. Rep. 1034; *Hendy v. Iron-Works*, 127 U. S. 370, 8 Sup. Ct. Rep. 1275; *Campbell v. Bailey*, 45 Fed. Rep. 564, and authorities there cited.

The contention of defendants is, in my opinion, sustained, and complainant's bills must be dismissed. It is so ordered.

JUTTE *v.* DAVIS.

(District Court, W. D. Pennsylvania. May 7, 1890.)

ADMIRALTY JURISDICTION—LIBEL IN PERSONAM—SUPPLIES AND SERVICES.

The district courts of the United States have jurisdiction of a libel *in personam* against the owner of a domestic steam-boat for supplies furnished to the boat and services performed for her.

In Admiralty.

Libel *in personam* by Charles Jutte against John M. Davis, owner of the Bengal Tiger, for supplies furnished to the boat, and services performed for her. On motion to dismiss for want of jurisdiction. Denied.

Geo. C. Wilson, for libelant.

Barton & Barton, for respondent.

ACHESON, J. Undoubtedly this court has jurisdiction generally of suits *in personam* upon maritime contracts; and as this is such a suit against the owner of the Bengal Tiger to enforce a personal liability, and not a proceeding *in rem* against the steam-boat, the objection that she is a domestic vessel, and hence is not subject to a maritime lien for the claim in suit, is not well taken, and the motion to dismiss must be denied. And now, May 7, 1890, the motion to dismiss the libel is denied.

GILCHRIST *et al.* *v.* HELENA, H. S. & S. R. CO. *et al.*

(Circuit Court, D. Montana. September 14, 1891.)

1. FOREIGN CORPORATIONS—RIGHT TO DO BUSINESS IN A STATE.

Comp. St. Mont. 1888, § 442, p. 720, requiring foreign corporations, before doing business in the state, to file, in the office of the recorder of the county wherein it intends to carry on business, a copy of its charter, and certain verified statements as to its capital, does not prevent a foreign trust company which has not complied therewith from purchasing securities of a railroad company in the state, and taking a mortgage upon its property to secure them, since such isolated act is not doing business in the state.

2. MORTGAGES FROM RAILROAD COMPANIES—RECORDING.

The general statute, (Comp. St. Mont. 1888, p. 1073, § 1555.) declaring that all mortgages of real or personal property executed by an incorporated company shall be recorded in the recorder's office of every county wherein any part of the property is situated, and shall be accompanied by the affidavit specified in Comp. St. § 1538, relating to chattel mortgages, does not by implication repeal the earlier special statute, (Comp. St. Mont. 1888, p. 824, § 706.) relating to mortgages by railroad companies, and providing that the record in the office of the secretary of state of a mortgage by a railroad company, whose line is wholly or in part in Montana, shall be notice to all parties without further record.

3. PLEADING—ANSWER—LEGAL INFERENCES.

An answer containing mere allegations of law and legal inferences should be stricken out as irrelevant and immaterial.

In Equity. On exceptions to answer to cross-bill.

Toole & Wallace and *A. K. Barbour*, for cross-complainant.

Henry C. Smith, Sterling & Muffy, Walsh & Newman, and T. D. Penry, for defendants.

KNOWLES, J. One of the defendants in the above-entitled action, the Northwestern Guaranty Loan Company, filed therein its cross-bill asking for affirmative relief against plaintiffs and all the other defendants. The said defendants have answered this bill. A part of them join in one answer, a part in another answer, and John Steadman, J. S. Keerl, and the Helena Steam Heating & Supply Company each in separate answers. In each one of these answers the following allegations are made, to-wit:

" (1) That the Farmers' Loan & Trust Company of New York, in said bill mentioned, has not, and at the time the pretended mortgage was executed had not, filed in the office of the secretary of Montana, or in the office of the clerk and recorder of said Lewis and Clarke county, an authenticated copy of its certificate of incorporation, or a verified and attested statement showing the name of said corporation, and the location of its office, the amount of its capital stock, and the amount actually paid in, the amount of its assets, and the cash value thereof, or any of the other statements required by the laws of the state of Montana, and therefore was not qualified or competent to make or enter into a contract within the state of Montana. (2) That said pretended mortgage was not executed, verified, and recorded as provided in the laws of the state of Montana, in that it is not recorded in the office of the clerk and recorder of Lewis and Clarke county, wherein the property is situated, and does not contain the affidavit prescribed by section 1555 of the statutes of Montana. (3) That the said Northwestern Guaranty Loan Company, or the Farmers' Loan & Trust Company, or its assigns, should not be heard to assert, and should not assert, a claim under said pretended mortgage adverse