

the practice in equity, and have no place whatever on the law side of this court. *Hurt v. Hollingsworth*, 100 U. S. 100. Indeed, the present application itself proceeds upon practice in equity. The petitioner is entitled to and seeks to enforce an equity. The issues in the case on the docket are between the Springfield Fire & Marine Insurance Company and the Richmond & Danville Railroad Company. With the issues—that is, whether the defendant shall pay certain damages to plaintiff—the petitioner has no direct concern. It is directly interested in the principle upon which such damages would be allowed or refused, as it is in every case analogous to its own. The counsel for the petitioner insists that he has a direct immediate interest in this suit, and that its prosecution in its present shape may preclude his client entirely. The action is upon a tort from its nature indivisible. A recovery in an action upon it precludes any other. The petitioner stands precisely in the same plight as the plaintiff. The plaintiff's suit may preclude it. If this position be correct, it may demonstrate that the plaintiff has no standing in court. If it does not do this, it at least shows that the petitioner has a strong equity, which will be protected on the other side of this court, which cannot be protected on this side of the court. And, in order to obtain the wishes of the petitioner, the Pelzer Manufacturing Company must be a party to such a proceeding. Being such party, its rights must also be considered, and, if the equities are equal, the legal right will turn the scale. Let the petition be dismissed without prejudice. The motion to amend is refused also, without prejudice.

JOHN V. FARWELL CO. v. MATHEIS *et al.*

(Circuit Court, D. Minnesota, Third Division. December 10, 1891.)

STATUTES—ENACTMENT AND APPROVAL—“SESSION” OF LEGISLATURE DEFINED.

Const. Minn. art. 4, § 11, providing that within three days after the adjournment of the legislature the governor may approve, sign, and file in the office of the secretary of state “any act passed during the last three days of the session, and the same shall become law,” means the last three days of sitting for business, and does not include Sunday; and hence a bill passed on Saturday was within the provision, though the adjournment did not occur until the following Tuesday.

At Law. Action by the John V. Farwell Company against John Matheis, and Theodore Draz, garnishee. On motion to discharge the garnishee. Granted.

Edward P. Sanborn, for garnishee.

Howard L. Smith and Lusk, Bunn & Hadley, opposed.

NELSON, J. The defendant, Matheis, made an assignment under the insolvent laws of the state of Minnesota to Theodore Draz, assignee. The plaintiff seeks to reach by garnishment proceedings the property held under the assignment; and the assignee, setting up the facts of the assignment, and the possession of the property, and presenting the deed

thereof, asks to be discharged. It is claimed that the deed of assignment is void for the reason, among others, that chapter 30, Laws Minn. 1889, authorizing a statutory assignment, never became a law, and ought not to be in the statute book. It appears from the official records that chapter 30 was house file 1,318, and that after having passed the house it was received in the senate and passed Saturday, April 20, 1889. The legislature adjourned April 23d, Tuesday, and the same day the governor indorsed upon the bill the words, "Approved April 23, 1889," and filed it with the secretary of state, April 25th, two days after the adjournment of the legislature. The last clause of section 11, art. 4, of the constitution of the state of Minnesota, declares that "the governor may approve, sign, and file in the office of the secretary of state, within three days after the adjournment of the legislature, any act passed during the last three days of the session, and the same shall become a law." This act did become a law unless Sunday is counted as one of the three days of the session, within the meaning of this provision of section 11, art. 4.

The correct construction of this clause depends upon the definition of the word "session" as therein used. The prime definition of this word, when applied to a legislative body, is the actual sitting of the members of such body for the transaction of business. It also may be used to denote the term during which the legislature meet daily for business, and also the space of time between the first meeting and the adjournment. The context affords the light for determining the meaning of the word "session" when used in the constitution. In section 19, art. 4, the meaning of the word "sessions" is manifest: "Each house shall be open to the public during the sessions thereof, except in such cases as in their opinion may require secrecy." "Session" here means the actual assembly of the members for business. Section 1, art. 4, fixes the limit of the session of the legislature. The context shows that the word "session" is here used to denote the space of time between the meeting and the adjournment of the legislature. In section 11, art. 4, which relates to the passage of bills by the two houses of the legislature, and the formalities necessary to enact laws, the context determines the meaning of the word "session" to be the actual sitting of the members of the legislature. Such construction of the constitution is in accordance with its true spirit and intent to carry into effect the will of an enlightened people by whom it was adopted. Sunday is *non dies* for work, even in a legislature; and, if business is ever transacted on Sunday, no record of it is kept as being performed on that day. The "last three days of the session," in section 11, means working days, when the legislature is in actual session for the transaction of business. The journals of the two houses show this. It appears from them that Saturday, April 20, 1889, when chapter 30 passed the senate, was the seventy-eighth day of the session, and that the legislature adjourned on Tuesday, April 23, 1889, the eightieth day of the session, Sunday not being a day of the session. In my opinion, chapter 30 was duly passed and approved by the governor in time, and became a law. It is unnecessary to consider the other questions presented. The garnishee is discharged, and it is so ordered.

UNITED STATES v. MICHIGAN CENT. R. Co.

(Circuit Court, N. D. New York. December 10, 1891.)

IMMIGRATION—ALIEN CONTRACT LABOR LAW.

A railroad company which knowingly employs at its office in New York, near the Canadian border, a person who resides in Canada, and comes daily to his work in the United States, is not engaged in assisting or encouraging the "importation or migration" of an alien, within the meaning of the alien contract labor law. Act Cong. Feb. 26, 1885, § 3.

At Law. Action to recover the penalty for a violation of the alien contract labor law. Judgment for defendant.

John E. Smith, for the United States.

Daniel H. McMillan, for defendant.

WALLACE, J. This is an action to recover the penalty imposed by section 3 of the act of congress of February 26, 1885, entitled "An act to prohibit the importation and migration of foreigners and aliens under contract or agreement to perform labor in the United States, its territories, and the District of Columbia." Briefly stated, the facts are these: The defendant, a Michigan corporation, operates a railway between Chicago and Buffalo, the route of which, between the states of Michigan and New York, is through Canada. It has an office at Suspension Bridge, in New York. One Blount applied at that office for employment as a clerk, and was engaged by the defendant at wages of \$50 per month, but for no stated period. He continued in the employ of the defendant for several months. Before the expiration of the first month the officers of the defendant ascertained that Blount was an alien, residing in Canada, and having a family there, and that he came from his home each morning to the office of the defendant, and after performing his day's work returned home each night. Nevertheless defendant retained him in its service.

The defendant's liability under the act of congress is precisely the same as though it had made a new contract with Blount at the beginning of his second month of service, with full knowledge of the facts. At the end of the first month the existing contract between them was at an end, and thereafter there was an implied contract of the same tenor. The statute, by section 1, makes it unlawful for any person or corporation to prepay the transportation, or in any way assist or encourage the importation or migration, of any foreigner into the United States under contract or agreement; express or implied, made previous to the importation or migration of such foreigner; and, by section 3, declares that for every violation of the provisions of section 1, the person or corporation violating the same, by knowingly encouraging the migration or importation of an alien to perform labor or service of any kind under contract or agreement, expressed or implied, made with the alien previous to his becoming a resident or citizen of the United States, shall forfeit and pay for such offense the sum of \$1,000. Notwithstanding the defendant