the dangers, not from mere abrasion of the earth and the change of the channel, but from the fact that the body of the stream is so vast, and the bulk of the water so immeasurable, that the inundation and devastation are threatened upon all the low-lying lands, whether they be immediately proximate to the river or miles distant. The forced diffusion of the danger from a cause acting so resistlessly has caused the statute to impress upon the lands a servitude for a common protection equally extended. My opinion, therefore, is that, the levees of the Mississippi having been located by the lawful authorities upon the complainant's lands, notwithstanding their remoteness from the natural bed of the river, they are by statute wisely made riparian, and subject to the levee servitude, which dispenses the defendants from making compensation for the damage which the location of the levee may cause to complainant.

The injunction must therefore be refused.

SEYMOUR v. HENDEE et al.

(Circuit Court, D. Vermont. March 6, 1893.)

PLEDGE—WHAT CONSTITUTES—DELIVERY.

A mere understanding between a principal and surety that a part of certain bonds of the principal held by a bank shall be held for the security of the surety does not operate as a pledge when none of the bonds are delivered for that purpose either to the bank, for the surety, or to the surety.

In Equity. Suit by Horatio P. Seymour against George W. Hendee, receiver, and Bradley B. Smalley. Bill dismissed.

Wilson & Hall, for orator.

Albert P. Cross and F. W. McGettrick, for defendant Smalley.

Geo. W. Hendee, pro se.

WHEELER, District Judge. This cause has been heard on bill and answers. The answers in such cases are taken as true. The bill is brought to recover bonds or their avails, alleged to have been pledged to a surety on notes to the orator, held by the defendant Hendee as receiver of a national bank, and sold to the defendant Smalley, being a part of a lot pledged to the bank. There may have been an understanding between the principal and surety that a part of the bonds held by the bank should be held for the security of the surety; but none were, according to the answers, delivered to the bank for that purpose, or for the surety, or to the surety. "It is of the essence of the contract that there should be an actual delivery of the thing to the pledgee. Until the delivery of the thing, the whole rests in an executory contract, however strong may be the engagement to deliver it; and the pledgee acquires no right of property in the thing." Story, Bailm. § 297. As the surety acquired no right to the bonds, the orator could be subrogated to none.

Bill dismissed.

SOWLES v. FIRST NAT. BANK OF ST. ALBANS et al.

(Circuit Court, D. Vermont. March 10, 1893.)

1. EQUITY—PLEADING—RIGHTS OF LEGATEES.
A bill in equity by a legatee to reach assets of an estate converted by an executor, and transferred to a bank, which alleges that the oratrix sues in her own right, and as an assignee of other legatees named, and that the executor has paid a large number of legacies, and a large number remain unpaid, fails to allege an assignment, or that the legacies of complainant or the assignors have not been paid, and hence states no ground of action.

2. EQUITY JURISDICTION—SETTLEMENT OF ESTATES—PROBATE COURTS.
The jurisdiction of the probate courts of Vermont in settlement of estates being exclusive, assets cannot be brought into chancery for distribution by those having equitable claims against the same, and such exclusive jurisdiction will be fully recognized by the federal courts.

3. WILLS—LEGACIES—WHEN A CHARGE ON PROPERTY.
The mere fact that there is a residuary legatee does not make the specific legacies a lien on the estate in the hands of the executor. Lewis v. Darling, 16 How. 1, distinguished.

4. EXECUTORS—CONVERSION OF PROPERTY—SETTLEMENT OF ACCOUNTS — LEGACIES.
Where an executor converts property of the estate so as to hold it as his own, and thereafter, on a settlement of his accounts, is decreed to pay, and does pay, legacies exceeding the amount of the converted property, the property thereupon becomes his own, and an unpaid legatee cannot follow it into the hands of a third person, to whom he transfers it.

5. SAME—RIGHTS OF LEGATEES—LACHES.
In Vermont a legatee acquires a right of action against the executor from the date at which the probate court orders the legacy to be paid; and when, after such order, the executor transfers property of the estate to a third person as his own, a delay by the legatee of six years after such transfer, in bringing suit to charge such property, will render his claim stale.

In equity. Bill by Susan B. Sowles, in her own right, and as assignee of Jennie Bellows and Hiram Bellows, against the First National Bank of St. Albans, Chester W. Witters, as receiver of the bank, Edward A. Sowles, and Margaret B. Sowles, to have the avails of certain specific personal property transferred by Edward A. Sowles, executor of Susan B. Bellows, in his individual capacity, to such bank, applied to the payment of unpaid legacies. The cause was removed from the state court of chancery. 46 Fed. Rep. 513. Dismissed as to defendant Witters, and the residue of the cause remanded.

Edward A. Sowles and Henry A. Burt, for oratrix.
Chester W. Witters, pro se.

WHEELER, District Judge. The oratrix, Jennie Bellows, and Edward Bellows, were each, among others, legatees of money in the will of Hiram Bellows, in which Susan B. Bellows was residuary legatee, and in the will of Susan B. Bellows, in which Margaret B. Sowles was residuary legatee, of both of which Edward A. Sowles, husband of Margaret B. Sowles, was executor. The probate court having jurisdiction, on representation of much more than sufficient