

it is no obstacle to any procedure pending, or that might be instituted, for the establishment and enforcement of the claim of the appellants, and the appeal is unnecessary. But the grounds on which a rehearing was asked involve the correctness and regularity, and not the validity, of the decree. If, for instance, no exception had been filed to the several master's reports in support of the claim of the Iron Railroad and for that reason there should have been a decree in accordance with the findings and recommendations of the special master, the objection is not jurisdictional, and the decree, at most, could only be said to be erroneous. For the correction of the error there was a choice of procedure by appeal or by petition for a rehearing. But the appeal, if one is taken, must be always from the original decree, and not from the ruling on a petition for rehearing, if a rehearing has been asked.

The "Cleveland Decree," so called, as entered on the 16th of April, 1887, in the court for the district of Indiana, it is clear, was not invalid; and it was effective to dispose of the claim of the appellants, whether considered as having been brought under the jurisdiction of the court by the reports of the special masters or by the bondholders' petition of February 8, 1886. The general claim, as embodied in those reports, and as more particularly stated and presented by the petition for apportionment among the divisions of the road which extended into the seventh circuit, was properly before the court for adjudication; and, whatever error there may have been in the decision, the validity of the decree is beyond attack. Though presented in two forms,—by the masters' reports, and by the petition of bondholders,—the claim was essentially one, and was pending when the decree agreed upon by the judges at Cleveland was entered, rejecting the claim as an entirety; and, to the extent of the jurisdiction of the court in Indiana over the subject and the parties, that decree, when entered there, was a final disposition of the claim in both forms. The decree had its force, not from anything done or agreed upon at Cleveland or elsewhere in the sixth circuit, but by virtue of the power and jurisdiction of the court which pronounced it; and the subsequent granting of a rehearing by the court at Cincinnati could have had no effect upon the decree in Indiana, even if the proviso to the contrary had been omitted from the Cincinnati decree.

The petition for a rehearing, to be available, should have been presented at the term when the decree was entered; and if when so presented it had been denied, the appeal should have been from the original decree.

This appeal should be dismissed, at the costs of the appellants; and it is so ordered.

CRAVEN v. CANADIAN PAC. R. CO.

(Circuit Court, D. Massachusetts. June 21, 1894.)

No. 3,680.

JUDGMENT—OPENING AFTER TERM—UNAUTHORIZED AGREEMENT OF ATTORNEYS.

A judgment regularly entered pursuant to an agreement of the attorneys for the parties, filed in the case, cannot be opened, after final ad-

journalment of the term, on the ground that the agreement was unauthorized.

This was an action by Michael Craven against the Canadian Pacific Railroad Company, in which judgment was entered for plaintiff on an agreement signed by the attorneys for the parties, and filed in the case.

John W. Corcoran, for plaintiff.
William H. Coolidge, for defendant.

PUTNAM, Circuit Judge. At the May term, 1893, the following agreement was filed in the case to which this petition relates:

"In this case it is agreed that entry shall be made: Judgment for the plaintiff for seventeen hundred and fifty dollars, without costs, and judgment satisfied."

William H. Brooks, Attorney for Plaintiff.
"Strout & Coolidge, Attorneys for Defendant."

Judgment was entered at that term pursuant to that agreement.

While the court might not enforce such an agreement before judgment is entered, if unauthorized as between attorney and client (*Holker v. Parker*, 7 Cranch, 496), and may, and perhaps should, on equitable principles reopen a judgment at the same term, entered on such an agreement, if so unauthorized (*Dalton v. Railway Co.*, 159 Mass. 221, 34 N. E. 261), yet the court is not required of its own motion to look behind the signatures of the attorneys. To hold otherwise would be to reverse the rules governing the relations between the court and bar. Consequently this judgment was regularly entered, and the error, if any, was not that of the court or its clerk. Therefore, after the term at which the judgment was entered was finally adjourned, the court had no further control over the judgment. The rule is well stated in *Hickman v. Ft. Scott*, 141 U. S. 415, 12 Sup. Ct. 9.

Petition denied, with costs; petitioner's exceptions to be filed within 10 days.

BUNTON et al. v. UNITED STATES.

(Circuit Court, W. D. Pennsylvania. April 17, 1894.)

1. INTEREST—JUDGMENT OF COURT OF CLAIMS.

Interest held not recoverable upon a judgment in the court of claims, where the judgment was founded upon a tort, and the case had been referred to the court under a special act (25 Stat. 1334), which did not contain any provision in relation to interest.

2. SAME—JURISDICTION OF CIRCUIT COURT.

Interest cannot be recovered in the United States circuit court upon a judgment rendered in the court of claims; the question being incidental to the original suit, and the court of claims being the proper forum for its determination.

George A. King, for plaintiffs.
Harry Alvan Hall, U. S. Dist. Atty.

Before ACHESON, Circuit Judge, and BUFFINGTON, District Judge.