court it is held that the original bill in the case was not a strict bill of interpleader, but was a bill in the nature of a bill of interpleader, and that George W. Sentell's ultimate interest prevented him from being allowed a solicitor's fee from the fund dedicated to the payment of the mortgage. As the original decree of the circuit court was wholly reversed, and as no reservation was made in the decree prescribed by the supreme court in the matter of special master's costs and solicitor's fee, we think it clear that prima facie the payment of the same out of the fund pending the appeal was a diversion of the fund in the registry of the court. But an inspection of the record shows that, after the appeal taken by Martha Groves and William J. Groves from the original decree of the circuit court, they, by their solicitor of record, consented to the execution of the decree, so far as the special master's fee and solicitor's fee were concerned. After such consent to the execution of the decree in the respect mentioned, they cannot be heard to object to the action of the circuit court in not requiring the return of the money so paid out; and we are of opinion that, if the voluntary performance of the decree appealed from in the matter of solicitor's fee had been called to the attention of the supreme court, that court would not have troubled itself to decide on the propriety of the allowance made by the circuit court.

The fourth assignment of error is:

"That the court erred, if it was without power to order the registry to be filled up with a sufficient amount to fully satisfy said mandate, in not reserving the right to Martha Groves and William J. Groves to proceed for the balance found to be due, after exhausting the registry, under and with their original action enjoined by George W. Sentell; said injunction being in effect finally quashed."

The record shows that the circuit court, on the bill of complaint, directed the defendants in such bill to show cause on June 5, 1886, why an injunction should not issue according to the prayer of the bill, and in the meantime ordered a restraining order to the same purport to be issued; but it does not show that any such rule was ever heard or otherwise disposed of, or that the restraining order was ever dissolved or perpetuated. The decree of the supreme court is silent as to any injunction or restraining order. We are therefore unable—even if otherwise it would be within our province—to express an opinion as to whether said injunction was in effect quashed. We are clear, however, that, whatever the effect on the injunction, the circuit court was in no wise called upon to enlarge or limit in favor of Martha Groves and William J. Groves the specific decree prescribed by the supreme court in the case. The decree of the circuit court is affirmed.

CONTINENTAL NAT. BANK v. HEILMAN et al.

(Circuit Court, D. Indiana. March 12, 1895.)

No. 9,137.

1. EQUITY—BILL OF DISCOVERY—CORPORATION.
   The fact that all the officers of a corporation are competent witnesses for either party in a suit is not a reason for refusing to sustain a bill of discovery against the corporation.
2. SAME—PARTIES.
   It seems that the practice of making an officer of a corporation a party to a bill of discovery against the corporation, in order to secure his oath, though questionable in itself, has become established by precedent.
3. SAME—VERIFICATION OF ANSWER.
   It seems that the answer of a corporation to a bill of discovery should be made under its corporate seal.

This was a suit by the Continental National Bank against Mary Jenner Heilman and others to enforce a lien upon certain stocks. The defendants filed a cross bill against the bank for discovery. The bank moves to strike the cross bill from the files.

A. C. Harris, for complainant.
Gilchrist & De Bruler and Duncan & Givens, for defendants.

BAKER, District Judge. The complainant has filed its bill against the defendants to obtain a decree for the payment of the amount of money evidenced by a note, and to procure the sale of certain pledged securities, and the application of the proceeds on the amount which may be found due to it. The defendants have filed an answer, which, if true, completely meets and overthrows the equity of the bill. The defendants in the original bill, as complainants, have also filed a cross bill in this cause against the Continental National Bank as sole defendant, seeking discovery in aid of the defense to the original bill. The Continental National Bank has moved the court to strike the cross bill from the files, on the ground that the same is wholly unnecessary, and needlessly incumbers the record, and is not essential to securing the defendants the relief sought, to wit, a discovery of what may be the testimony of the officers of the complainant touching the matters and facts surrounding the execution and payment of the note in suit.

A corporation aggregate is bound to answer a bill the same as a natural person, except that it puts in its answer under its corporate seal, while a natural person answers under oath. It is the usual rule of practice to join the clerk or other principal officer of a corporation as a party to a suit for discovery against such corporation. "The principle," said Lord Eldon in Fenton v. Hughes, 7 Ves. 287, "upon which the rule has been adopted, is very singular. It originated with Lord Talbot, who reasoned thus upon it: that you cannot have a satisfactory answer from a corporation, therefore you make the secretary a party, and get from him the discovery you cannot be sure of having from them; and it is added that the answer of the secretary may enable you to get better information." This rule of practice is extremely questionable, if it