acts done in such other nation. Hence, if citizens of Great Britain, of China, or of Africa, contract marriage in Indiana, that contract, to be valid, must conform to the laws of Indiana: 1 Bright's Husband and Wife, p. 8; 1 Greenleaf's Evidence, § 545. For exceptions to the general proposition above stated, see Wheaton's Law of Nations, p. 132, 3d edition.

The marriage in the case at bar was contracted in Indiana between Miami Indians, who did not accompany the tribe to the West, but remained to live among our people; and it was contracted after all territorial jurisdiction of the tribe had ceased in the State, and after the tribe itself, with its government, had disappeared from our borders. The marriage, therefore, was clearly to be tested by the laws of Indiana, certainly so, when it came in question in our own tribunals.

The judgment below is affirmed, with costs.

RECENT ENGLISH DECISIONS.

Vice-Chancellor Wood's Court. December 11, 1862.

GLADSTONE AND OTHERS *vs.* MUSURUS BEY AND OTHERS.

The Court being informed by counsel that one of the defendants was an ambassador duly accredited from a foreign Sovereign to the British Court, will dismiss him from the suit; and will not, if he object, oblige him to plead or take part in any proceedings.

This was a bill filed against Musurus Bey (the Turkish ambassador), the Bank of England, and the Sultan of Turkey, praying (*inter alia*) that an injunction might issue to restrain the defendant (the ambassador) from causing to be paid and delivered, and to restrain the defendants, the Bank of England, from paying over to any person, other than the plaintiffs or their nominees, or except under the direction of this Court, a sum of 20,000*l.* Turkish Bonds, which had been deposited by the plaintiffs with the bank as the security for the performance of a contract to establish a State bank in the Ottoman Empire.

Rolt, Q. C., Sir *H. Cairns*, Q. C., and *Druce*, now opened a motion for an injunction as prayed.

The *Solicitor-General* (*Palmer*), with him *Wickens*, interposed and informed the Court that his client Musurus Bey was the duly accredited ambassador from the Sultan of Turkey at the British Court, and claimed as a right not to be impleaded in any Court of this country, and urged that he could not be obliged to answer or take part in any of the proceedings instituted by the plaintiffs' bill.

After considerable argument, in which the counsel in support of the motion endeavored to draw a distinction between the case of a sovereign or his ambassador, being party to a civil contract as the present was, and that of any political or other act done in his character of sovereign ruler of the foreign country, and a reference to the *Duke of Brunswick's Case*, 6 Beav. 1; *Wadsworth* vs. *Queen of Spain*, 17 Com. B. Rep. 357; and *The Secretary of State for India* vs. *Kamachee Boye Sahaba* (*Rajah of Tanjore's Case*), 13 Moore, P. C. Cas. 22,

The VICE-CHANCELLOR said he considered it would be trifling with the dignity of the country from which the ambassador had been accredited, and also of this Court, if an ambassador could be called upon to answer or plead in any Court of this country. From the time of the Protectorate to the present no precedent could be produced of any such proceeding, and he should therefore order that the defendant Musurus Bey be dismissed the suit.

Ordered accordingly.

The motion then proceeded, and an injunction until the hearing of the cause was granted.

Solicitors: *Crowder*, *Maynard*, and *Co.* for plaintiffs.

Crown Cases Reserved.

[Before POLLOCK, C.B., WIGHTMAN and WILLIAMS, Js., CHANNELL, B., and MELLOR, J.]

REGINA *vs.* EDWARD GARDNER. *November* 15 *and* 22, 1862.[1]

One who, in expectation of a reward, withholds from the owner, whom he knows, a lost check received by him from the finder, is not guilty of stealing the check.

Case reserved at the Middlesex sessions.

Edward Gardner was tried on an indictment charging him in the first count with stealing one banker's check and valuable security for the payment of 82*l.* 19*s.*, and of the value of 82*l.* 19*s.*, and one piece of stamped paper of the property of James Goldsmith.

In the second count the property was stated to be the property of Thomas Boucher.

It appeared from the evidence of Thomas Boucher, a lad of fourteen, that he found the check in question; that having met the prisoner Gardner, in whose service he had formerly been, he showed it to him; that the prisoner (Thomas Boucher being unable to read) told him it was only an old check of the Royal British Bank; that he wished to show it to a friend, and so kept the check; that Boucher very shortly after on the same day went to prisoner's shop and asked for the check; that the prisoner from time to time made various excuses for not giving up the check, and that Boucher never again saw the check.

It also appeared that the prisoner had an interview with Goldsmith, in which he said that he knew the check was Goldsmith's, asked what reward was offered, and upon being told 5*s.*, said he would rather light his pipe with it than take 5*s.*

The check has never been received either by Goldsmith or Boucher, though there was some evidence (not satisfactory) by prisoner's brother of its having been enclosed in an envelope and put under the door of Goldsmith's shop.

The jury found that "the prisoner took the check from Thomas

[1] 7 Law Times, N. S. 471.

Boucher in the hopes of getting the reward, and, if that is larceny, we find him guilty."

Thereupon the judge directed a verdict of guilty to be entered, and reserved for the opinion of this Court whether upon the above finding the prisoner was properly convicted.

November 15.—*Best* (with him *Besley*), for the prisoner, argued that the finding of the jury disproved the felonious intent. In *Reg.* vs. *York*, 3 Cox Crim. Cas. 181, a similar finding of the jury was held to amount to "not guilty." (He was then stopped.)

Kemp, for the prosecution.—The defendant could read, and therefore must have known the owner: *Reg.* vs. *Christopher*, 8 Cox Crim. Cas. 91; 28 L. J. 35, M. C.; *Reg.* vs. *Moore*, 8 Cox Crim. Cas. 416; 30 L. J. 77, M. C. As against all the world but the true owner, the boy Boucher was the owner, and the prisoner took the check from him against his will, and may be convicted on the second count.

POLLOCK, C. B.—That is the case of *Armory* vs. *Delamirie*, 4 Str. 505, where the boy was held entitled to sue the master for a jewel which he had found and his master had taken from him. It was not supposed that the master was guilty of felony. There the jewel was not ear-marked; but every one who can read can tell to whom a check belongs. Properly speaking a check is not a chattel. We must take it that the check was stamped, and being stamped it was not a piece of paper—it was a check.

Cur. adv. vult.

November 22.—POLLOCK, C. B.—In this case the prisoner was convicted of stealing a check. He took the check away from a boy who found it, and did not immediately give information to the owner, but withheld it in the expectation of getting a reward. The taking of the check from the finder was not a felonious taking, and the merely withholding it in the expectation of a reward was not larceny.

The rest of the Court concurring,

Conviction quashed.