

of the right to do so in such cases without they give their written consent for the enlistment of minor or ward. It is possible that this right may be asserted and maintained at any time during the existence of the minority or guardianship, if the party entitled to the *custody* of the minor or ward makes proper application therefor. But it seems to me that this law was made for the exclusive benefit of parents and guardians, so as to the better enable them to perform the parental or guardians' duty. This they might not be able to do if the minor or ward owed obedience to another authority. The same reason does not apply to the minor or ward; and, so far as he is concerned, especially in this and similar cases, I can see no good reason for holding that a contract of enlistment, made under such circumstances, must be declared absolutely void as against the party enlisting, though it may be so as against the parents or guardian, if no written consent be given for the enlistment. The guardian does not here seek the custody and control of his ward. It is the ward who comes into court and asks to have declared absolutely null and void his own deliberate act and deed, after he had stood by the same for more than 18 months. This, I think, cannot be done; more especially when the enlistment was one of the very fairest, and when the recruit swore positively that he was 21 years old at the time of enlistment. He was perfectly well advised of what he was doing when he made the oath, as he himself admitted on this hearing. He must not be permitted to take advantage of his own wrong under such circumstances, nor to stultify himself in such an unusual manner.

The prayer of the petitioner is therefore denied, and he is remanded to the custody of the respondent.

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ELLISON *v.* HARTRANFT.

(Circuit Court, E. D. Pennsylvania. April 28, 1885.)

CUSTOMS DUTIES—DRESS GOODS COMPOSED IN WHOLE OR IN PART OF WOOL.

The distinction between goods composed wholly of wool and other purely animal products and such as are only in part so composed, maintained; following treasury department decision No. 6,331.

At Law.

*F. P. Prichard*, for plaintiff.

*J. K. Valentine*, contra.

BUTLER, J. When the question involved was first brought to the notice of the treasury department, the language "all such goods," used in the proviso to the paragraph beginning "Women's and children's dress goods," in the act of 1883, c. 121, Sched. R. N. (St. p. 505,) was held to apply to the same goods only, described by the

same language when employed a little earlier in the paragraph; and consequently the operation of the proviso was confined by the secretary to goods manufactured exclusively of animal product— wool, hair, etc. When the question was afterwards submitted to the attorney general, he adopted the same view of this language in the proviso; but, evidently mistaking the limited sense in which it was before used, he applied it to the entire paragraph, so as to include in its operation or effect goods manufactured *in part* of other materials. That the original construction by the secretary was correct, we do not doubt. Not only does it conform to a correct reading of the paragraph when considered by itself, but it is consistent with the spirit of recent legislation by congress on the subject to which it relates. It continues the distinction between goods composed *wholly* of wool and other purely animal products, and such as are only *in part* so composed, while a different construction would obliterate this distinction, as soon as the new standard of value, mentioned in the proviso, is reached.

Judgment must accordingly be entered for the plaintiff.

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### *In re* JOSEPH, Bankrupt.

(Circuit Court, S. D. New York. 1885.)

#### 1. BANKRUPTCY—COMPOSITION—REFUSAL OF DISCHARGE.

An adjudication that a bankrupt is not entitled to a discharge will not bar proceedings for a composition with his creditors.

#### 2. SAME—COMPOSITION, HOW CONSIDERED ON REVIEW BY CIRCUIT COURT.

Whether it is expedient to accept the percentage offered by a bankrupt is a question primarily for the creditors to determine. And although the percentage may be very small, when they have determined it, and their action has been approved by the district court, the circuit court, upon review, will not interfere.

#### In Bankruptcy.

WALLACE, J. The bankrupts applied for a discharge and were opposed by some of their creditors under the provisions of section 5110, and their discharge was refused. Thereafter they proposed a composition, and the majority of the creditors resolved to accept it. The district court approved the terms, and ordered the recording of the resolution. The creditor who opposed the composition has petitioned for a review of the order of the district court, and now insists that the application of the bankrupts for their discharge, and the denial thereof by the court, was a bar to the proceedings for a composition. An adjudication that a bankrupt is not entitled to a discharge may conclude him from obtaining a discharge upon a subsequent application in the same proceeding. *Re Brockway*, 21 Blatchf. 136; S. C. 23