

of a growing crop had been made under a previous execution, it operated a severance in law, although under the execution on which the land was sold the debtor could have no exemption of growing crops.

The general rule as to the passing of growing crops with the land is as defendant claims; but under the authorities herein cited, and on principle, I think I should hold in this case that the mortgage of the crops made by Coltart, the mortgagor of the realty in possession, to the plaintiff, was a sale of the crops, and in law operated such a severance that they did not pass at the subsequent sale under the mortgage of the realty.

For the foregoing reasons, and the law and the evidence being in favor of the plaintiff and against the defendant, it is ordered, adjudged, and decreed that the plaintiff, Elizabeth White, do have and recover of the defendant, Robert L. Pulley, the sum of \$913, with legal interest according to the law of Alabama thereon from December 13, 1879, and all costs of suit.

NOTE.

Crops fully matured do not pass by a sheriff's deed upon foreclosure sale of the land. *Everingham v. Braden*, (Iowa,) 12 N. W. Rep. 142.

A mortgagor, and those claiming under him, having the right to the possession and use of the mortgaged property after foreclosure sale until his title is divested by due course of law, may cut and remove all crops growing upon the mortgaged premises, in the usual course of good farming, until the confirmation of the mortgage sale. *Allen v. Elderkin*, (Wis.) 22 N. W. Rep. 842.

After the foreclosure of a mortgage upon a tract of real estate, the mortgagor planted a crop of corn thereon, which was immature and growing when the land was sold pursuant to the decree of foreclosure. One day before the sale of the land the mortgagor sold the corn to another, who claimed the same as against the purchaser of the land. *Held*, that the lien of the mortgage and decree of foreclosure attached to the growing crop as well as to the land, and that the purchaser of the land under the decree would be entitled to the growing and unsevered crop in preference to the vendee of the mortgagor, unless there was a reservation of the crop, or unless the purchaser had waived his right to claim the same. *Beckman v. Sikes*, (Kan.) 10 Pac. Rep. 592.

LAFauci v. KINLER and others.¹

(Circuit Court, E. D. Louisiana. March 26, 1886.)

1. PETITORY ACTION.

In a petitory action, the plaintiff must rely on the strength of his own title, and not upon the weakness of that of his adversary.

2. PRESCRIPTION.

Defendants having shown that they and their authors had been in possession of the real property for a period of more than 30 years, they are protected in the title thus acquired until a better is shown.

At Law.

Ernest T. Florance, for plaintiff.

James D. Augustin, for defendants.

¹ Reported by Joseph P. Hornor, Esq., of the New Orleans bar.

BILLINGS, J. The defendants in this case derive title through Baptiste St. Armand, who claims to have purchased in 1830 from the United States, among other lands, section No. 119, in which is included the tract in dispute, and to have obtained a patent therefor on the seventeenth day of September, A. D. 1858. The plaintiff, deriving title through Emile St. Armand, claims that he entered the same tract in 1855, and obtained a patent for it in 1878.

In the view the court takes of the case, it is not necessary to inquire into this apparent conflict of these patents; nor is it necessary to investigate as to whether the land in controversy is within the proper limits of the Paul Loup grant,—since, in 1856, the United States relinquished claim to all lands covered by said grant, reserving all rights of settlers thereon, by whatever title they claimed to hold.

This being a petitory action, the plaintiff must rely upon the strength of his own title, and not upon the weakness of that of his adversaries. The court is of opinion that it has been established that neither the plaintiff, nor any one through whom he claims title, has ever been in possession of these lands in his own right. Their author, Emile St. Armand, with his family, for about two years lived on these lands by permission of Lartigue Mongrue, who was then in possession, and removed from them in 1857, when Mongrue leased it to other tenants. The evidence establishes, also, that the defendants, and the authors of their title, have been in actual possession of the lands in controversy for a period of more than 30 years. They are protected in the title thus acquired until a better is shown. The plaintiffs have failed to show a better title.

Judgment for defendants, with costs.

In re HIGGINS and others.¹

(Circuit Court, N. D. Texas. April, 1886.)

1. RAILROAD—RECEIVERS AND THEIR EMPLOYEES.

Receivers are sworn officers of the court, and their agents and employes in operating the railway are, *pro hac vice*, the officers of the court. As such officers, they are responsible to the court for their conduct; and, if they willfully injure the property or endanger it, or seek to cripple its operation in the hands of the receivers, they can and will be made to answer therefor. At the same time, these officers, and the property of the company in the custody of the court, are entitled to and must have the full protection that the court can give, under the laws of the land; and this, whether the grievance comes from within or without.

2. CONTEMPT OF COURT.

It is well settled that whoever unlawfully interferes with property in the possession of a court is guilty of contempt of that court, and it is equally well settled that whoever unlawfully interferes with officers and agents of the court in the full and complete possession and management of property in the cus-

¹ Reported by Joseph P. Hornor, Esq., of the New Orleans bar.