

The language of the court in *U. S. vs. Kirby*, 7 Wall., 482, 486, 487, is as follows :

"All laws should receive a reasonable construction. General terms should be so limited in their application as not to lead to injustice, oppression, or an absurd consequence. It will always, therefore, be presumed that the legislature intended exceptions to its language which would avoid results of this character. The reason of the law in such cases should prevail over its letter."

This formula of statement of this rule of construction is repeated in the following cases, where reference is made to this case of *United States vs. Kirby* :

*Carlisle vs. U. S.*, 16 Wall., 156.

*Otis vs. National Bank*, 100 U. S., 244.

*Chen Heong vs. U. S.*, 112 U. S., 555.

*Woodbridge vs. McKenna*, 8 F. R., 655.

*Chinese Labor Case*, 21 F. R., 799.

*State of Maine*, 22 F. R., 736.

*The Egypt*, 25 F. R., 327.

*U. S. vs. Dougherty*, 27 F. R., 734.

*The Aurabia*, 29 F. R., 103.

*In re Leong Yick Dew*, 10 Sawyer, 45.

2. It is not only absurd, but it is impossible to give these words, "in any court of the United States," their *literal* signification, because the Supreme Court of the United States comes within the denomination "any court of the United States," and yet it is simply impossible to bring the suit in that court owing to its being, by the Constitution, deprived of jurisdiction thereof; and therefore some other construction than the literal sense of the words must be found.

3. The words here employed, to wit, "any court of the United States," receive a reasonable, and, as we submit, their true construction, when they are made to mean, as the statutes stood at the date of this act, any district court or any circuit court of the United States where, under the