INDEX.

[THE REFERENCES ARE TO PAGES.]

1FED.CAS.-76 1FED.CAS.-77

	Page
ACABATEMENT AND REVIVAL.	
Defendant not, of course, entitled to continuance on death of plaintiff	374
ACTION OR SUIT.	
A wrongful act causing loss, being single, but one action can be maintained therefor	207
Plaintiff proceeding both at law and in equity, must elect	530
A libel in rem may be joined with a libel in personam for breach of a charter	
party	326
ACTION ON THE CASE.	
Will lie for false warranty, and averment of scienter is not necessary ADMIRALTY.	512
Jurisdiction—In general.	
The test of jurisdiction is whether the transaction is maritime in character	665
Jurisdiction once attached is not divested by further acts on land in continua-	
tion of maritime act	665
—Persons and property.	
The district court may take cognizance of a suit by foreign seamen against a	114/
foreign vessel	1146
-Waters and places.	
What constitutes "high seas"	26
Goods seized on land are not subject to condemnation and forfeiture in admiralty	1113
No jurisdiction in case of breach of towage contract on Hudson river be- tween residents of New York	10
No jurisdiction of action on contract of carriage by canal boat between New	
York and Rome in New York state	945
-Affreightments; Charter parties, etc.	
No jurisdiction to afford relief for breach of stipulations of personal nature in	
charter party,—such as agreement by owner to proceed to another than desig-	306
nated port to find market	500
Has jurisdiction of action based on contract of affreightment, though damages	
may be indirect	593
•	

	Page
A canal boat having no power of self-propulsion is not subject to a lien in ad-	
miralty for breach of a contract of affreightment	946
Vessel is liable in admiralty for value of goods shipped wrongfully detained	855
under alleged lien for freight	033
—Marine insurance.	
No jurisdiction over contracts leading to policies of marine insurance	885
Cannot reform a policy of marine insurance by an antecedent contract	885
Jurisdiction—Pilotage.	
Has jurisdiction in personam as well as in rem for pilotage	955
Has jurisdiction notwithstanding pilotage services were rendered under a	285
state law	405
Has jurisdiction to enforce lien given by state statute to a pilot whose services	1090
were tendered and refused 617; contra.	1090
Such a case comes within the 14th admiralty rule, and is not governed by	617
rule 12	01/
—Shipbuilding.	
Contract for materials and labor in the construction of a vessel is not mar-	424
itime, and lien given by local law is not enforceable in admiralty	444
—Torts.	
Proceedings in admiralty may be prosecuted for marine torts in rem and in	1194
personam	11 77
A state statute (Cal.) giving an action for negligence resulting in death cannot	1138
apply to negligence on the high seas	11)0
Towage.	
Towage services are maritime	43
—Wharfage.	
Has jurisdiction in rem of a claim for double wharfage under N. Y. Act May	987
6, 1870, for leaving wharf without paying wharfage due	90 /
Procedure.	
Admiralty will not enforce the equitable title of one to whom a yacht was	
sold in the presence of the builder by one for whom she was built, against	594
the legal title which never passed from the builder by deed or absolute deliv-	274
ery	
ADVERSE POSSESSION.	
Possession must be hostile both in its origin and continuance to be adverse AFFREIGHTMENT .	97
See also "Admiralty:" "Charter Parties:" "Shinning"	

	Page
No freight is due unless cargo is delivered in accordance with terms of shipment at destination	951, 1194
All claims for freight fall where a voyage is broken up at a port of distress,	
without consent of shipper, because of great injury to the cargo by perils of	951, 954
the sea	
Master not authorized to accept cargo on behalf of owner short of port of de-	051
livery	951
Claiming proceeds of sale at intermediate port is not a ratification of master's	951
act	931
Master cannot carry cargo to another port where consignees refuse to receive	1194
it, but is bound to land and store it	1194
Where master sells it at another port, owners may recover value at port of	1104
delivery	1194

	Page	
Giving to shipper credit for freight beyond time for delivery waives lien	937	
Lien for freight is lost by delivering goods to consignee	937	
Owners of vessel are directly liable for damages to cargo where they share		
freight with master to whom vessel is chartered, and with whom shippers	1194	
contract		
ALIENS.		
Immigration.		
Exclusion of foreigners when convicts, lepers, etc., within police power of	010	
states	213	
Naturalization.		
A native of China, of the Mongolian race, is not a white person entitled to	222	
naturalization. (R. S. § 2169)	223	
To entitle an alien to naturalization, he must have a territorial residence. Con-		
tinuous services on board a United States naval vessel is not sufficient. (Act 1802.)	1016	
Constant service as a sailor after domicile acquired will not affect right to naturalization	417	
Registry must have been made five years before application. (Act 1802.)	1023	
Proof of residence under Act 1802	1023	
Order of court admitting to citizenship conclusive in absence of fraud	52	
AMENDMENT.		
Not permitted at trial unless defense is just	504	
Allowed on appeal in revenue cases or proceedings in rem in district court	996	
Not allowed on appeal so as to allege damages in an amount to give jurisdiction, though testimony shows the amount	211	
The failure to allege a ground of negligence is amendable where there is no		
surprise	265	
Libel in admiralty may be amended by striking out impertinent and unnecessary allegations	665	
APPEAL.		
Record must show jurisdiction	842	
A supreme court justice sitting in the circuit will not review a ruling by a district index holding a circuit	1075	
trict judge holding a circuit Libelant who does not appeal cannot have damages increased on claimant's		
Libelant who does not appeal cannot have damages increased on claimant's appeal	250, 474	
New trial not granted because of admission of incompetent testimony where	450	
appeal		

	Page
Judgment will not be reversed because papers recognized on the trial as in evidence were not formally read	894
Question of damages in admiralty may be raised upon a remand after affirmance of a decree silent upon such question Appeal bonds.	664
Practice of requiring bond in double amount of decree and costs will not be departed from except under special circumstances rendering it unnecessary	701
Operates as a supersedeas and stay of execution without order to that effect Court in which action was brought has jurisdiction of a suit on appeal bond	1179 1179
Action on, may be brought jointly by obligee claiming interest in the suit ARMY.	1179
The question of the right of exemption from service may be considered on habeas corpus notwithstanding adverse decision of military commission	1062
Minor enlisting without consent of parent will be discharged on request of parent	867
ARREST.	
An arrest in New Hampshire for contempt of a register's order in Vermont	
is illegal, and an imprisonment in pursuance there of in Vermont is also illegal	436
A certified copy of indictment from another judicial district will warrant transfer of person arrested on complaint	353
ASSIGNMENT.	
One taking an assignment of a demand after fraud committed on the assignor is entitled to all rights of the latter	238
Assignment for Benefit of Creditors.	
See "Bankruptey;" "Debtor, and Creditor;" "Insolvency;" "Partnership." ASSUMPSIT.	
There may be a recovery under the common counts where plaintiff fails to prove the special contract alleged	759
ATTACHMENT.	
Lies against absconding debtor under the Virginia law	472
ATTORNEY AND CLIENT.	
Proctor for libellant may proceed for costs, after settlement by parties without his knowledge after suit commenced	913
AVERAGE.	

	Page
Adjustment of general average where voyage broken up at intermediate port	951
because of great injury to cargo by perils of sea	
Commissions of consignees in collecting value of goods before delivering them should be contributed for	939
Expenses of causing a general average to be adjusted by an experienced	
despacheure should be contributed for	939
Repairs of a permanent character not contributed for where vessel seeks port	222
of distress because of incapacity	939
Loss from sale of cargo to raise funds, in what proportion contributed for	939
Expense of preparing for repairs follows the expense of repairs	939
Value of vessel at port of delivery not proper measure of her contributory	000
value. In absence of evidence, amount of insurance may be taken	939
BAILMENT.	
The bailor of wool and yarn to be manufactured into cloth at a specified	
price, has a right to the unfinished product on the bankruptcy of the bailee,	37
on an offer to the assignee, to pay the charges, without actual tender	
The bailor can recover the proceeds of a sale by the assignee, less the ex-	25
penses of manufacture	37
BANKRUPTCY.	
Operation and effect of bankrupt laws-State laws.	
What is the uniform operation of the bankrupt laws	1075

	Page
Distinction between insolvent and bankrupt laws	141
A general assignment without preferences is valid, notwithstanding petition pending in voluntary bankruptcy	1018
States may pass bankrupt laws in absence of action by congress	141
Act N. Y. April 3, 1811, is an insolvent and not a bankrupt law	141
Jurisdiction of courts.	
Scope of jurisdiction of circuit court, original and appellate, in bankruptcy and	
its exercise	348
Proceedings in bankruptcy will not lie against railroad in hands of receivers appointed by state courts	328
A general creditors' bill in a state court filed after proceedings in bankruptcy commenced gives no jurisdiction, nor can jurisdiction be conferred by con-	831
sent of the assignee	
A voluntary bankrupt cannot be arrested on an execution for debt before final examination is passed	1007
Bankrupt arrested on state process in action on debt contracted in fraud, not	557
entitled to release on habeas corpus in federal court	33 /
A creditor who has not received notice of the proceedings, nor any dividend,	
nor proved his debt, cannot sue on his debt pending the discharge. His rem-	1084
edy is to oppose the discharge	
An agreement signed by a married woman to save part of her rights taken	
away under coercion of judicial proceedings, set aside in a court of bankrupt-	831
cy	
A voluntary proceeding may be prosecuted in the district where the debtor	271
has carried on business for the requisite time, irrespective of residence	2,/1
Involuntary proceedings cannot be prosecuted against an Alabama railroad	
corporation in a district court in New York where it has its general offices,	271
but no railroad	
The business of a railroad corporation within the meaning of the law can on-	
ly be carried on where its railroad is, or is to be, constructed, maintained, and	271
operated. The fact that its officers and directors meet and act within a certain	2,/1
district does not give jurisdiction	
Service of process on a debtor corporation must be within the jurisdiction of	275
the court. This notwithstanding the debtor is incorporated in several states	275
Petition—Voluntary bankruptcy.	
Petition will not be allowed to be filed where writing is illegible	1024
Filing of petition erroneously naming judge not permitted	1014

	Page
—Involuntary bankruptcy.	
A creditor holding security which falls short of debt by \$250 may petition	351
Creditor holding immature note of bankrupt may petition	351
A railroad corporation is a "business" corporation against which a petition will lie	90, 275
Charter authorizing railroad company to manufacture materials for equipment	275
does not constitute the company a "manufacturer."	4/3
Sufficiency of allegations in petition against railroad company	275
Commercial paper charged to have been suspended should be described or identified	995
Insolvency alone of mercantile partners is no ground of petition	292
The verification and presentation of the petition need not be simultaneous	40
Date of filing petition, presumptions, record	281
It is no defense that petitioner is sole creditor	351
Creditor having adverse interest may defend	995
Practice when debtor denies that requisite creditors have joined	995
Acts of bankruptcy.	
Gift of all property to wife	351
Secretion of goods by purchaser to prevent attachment	1017
Mortgage to one creditor, as a preference in contemplation of bankruptcy	1181
"In contemplation of bankruptcy" defined	1181
Transfer so construed	1181
The fact that a transfer was compelled by the debtor does not prevent its being a fraudulent preference, and an act of bankruptcy	1181
Change of security,-held not to constitute act of bankruptcy	292
Schedule.	
Petitioner only required to use appropriate forms for schedule of property and debts	1012
Judgment due firm should be scheduled in firm's name	1012
Debts owing to newspapers should be scheduled in names of proprietors	1015
A person who has not regularly appeared or proved debt cannot file protest	= 0.4
against being named as creditor	584
Adjudication.	
The decree in bankruptcy retroacts to the time of verification of the petition	40
An adjudication will not be made in opposition to debtor in voluntary pro-	~ ~ ~
ceedings, after he has begun proceedings for composition	557
Notice to creditors.	

	Page
Notice to all creditors is not necessary to give the court full and complete ju-	1084
risdiction as to all debts of the bankrupt	1004
Notice of meeting to creditor by wrong name is ineffectual	1012
A notice to "Levley, New York" is insufficient	1084
Direction in warrant as to mode of service	1013
Sufficiency of return of marshal	82
Assignee—Appointment and removal.	
Assignee will be appointed though no creditors have proved debts and no assets are found	1012
Single creditor proving debt and attending first meeting entitled to name as-	
signee	1013
Election of assignee at his suggestion by one creditor who alone appeared at	2
first meeting of creditors, not sanctioned	2
Removal of assignee, when not reviewable in circuit court	176
-Rights, duties, and liabilities.	
As against attaching creditors assignee has no right to attached moneys, re-	215
leased on giving bond and deposited to indemnify bondsmen	315
The assignee is the agent for the creditors, and the fund in his hands is con-	238
sidered as appropriated to their use	2,30
Assignee selling property held by bankrupt under conditional sale must ac-	521
count for proceeds)41
The limitation of two years for an action against assignee does not apply to a	
case of fraud by the bankrupt upon his wife, except from the time of its dis-	831
covery	
Assignment.	
Clerk must record original deed of assignment	354

	Page
Estate of bankrupt; Encumbrances; Sale.	
Property of which the assignee does not take possession remains in the bank- rupt	778
Land of wife standing in husband's name will not be subjected to liens of creditors	831
Register has no power on motion of assignee and creditors to order bankrupt to execute release deeds	3
The discretion of the bankruptcy court to exercise jurisdiction to liquidate liens on bankrupt's realty cannot be delegated to or assumed by the register	167
Real estate should not be sold until all liens and their priorities are ascertained	167
Court may order sale of realty free from encumbrances (Act March 2, 1867), but such sale not directed where no notice was given to encumbrancers	1011
Purchaser at assignee's sale of real estate in another state, not entitled to confirmation of sale to perfect his title	327
Exception to confirmation of sale of realty by assignee, free of encumbrances, will be sustained where court has declared sale subject to dower right	914
Estate of bankrupt not liable for tort of assignee	136
Proof and payment of debts: Dividends.	
Proof of debts to be sent to assignee	1014
Officers of corporation to make proof of debts due must receive special appointment	292
Landlord of bankrupt, held entitled to rent from assignee	1075
A debt guaranteed may be proved as unsecured, without surrendering the guaranty	829
A fire policy is a "contingent liability" of the insurance company entitling insured to share in dividends where loss occurs before order for final dividends	716
Inaccuracy of record in regard to claim and limitation as a defense no ground of expunging proof	327
Debt due to foreign state for taxes not entitled to preference	588
Expenses of attachment begun before bankruptcy proceedings should not be	
allowed against the estate	1084
Examination of bankrupt.	
Application for, must be on affidavit or verified petition	78
Examination by one creditor, does not bar examination by others	81
Costs: Fees: Deposit.	

	Page
Affidavit that debtor is unable to pay costs is not "proof to the satisfaction of	837
court" to relieve from payment	251
Fees of register Fees allowed council for proportion of schodule	354
Fee allowed counsel for preparation of schedule	867
A petitioner will not be reimbursed for advances as security for fees	1012
Balance of the deposit remaining in register's hands goes to assignee	1012
Discharge—Proceedings to obtain.	701
Steps preliminary to the granting of a certificate of discharge	784
Notice need say nothing about second or third meeting of creditors, where	1014
bankrupt does not make application within three months	
Notice must be by publication where there are no assets, and no debts	1012
proved	
Act June 22, 1874, § 12, requiring the joining of creditors in the petition, is	010
inapplicable where judgment has been given and a warrant served and exe-	912
cuted before passage of act	
Discharge—Acts of bankrupt barring discharge.	
Where creditors do not oppose discharge, the court will not of its own mo-	1054
tion refuse it, notwithstanding commission of acts barring it	
Failure to keep proper books of account will prevent discharge without refer-	1086
ence to intent or harmless result	
Failure to keep an account of cash business and of dealings with creditors for	1086
more than a year prior to bankruptcy will prevent discharge	
Books showing only aggregate monthly purchases and sales not "proper	923
books of account"	
Where notwithstanding errors and erasures in books of account a competent	1054
accountant could gain a correct idea of the business, discharge not refused	
A purchase with intent not to pay is a "debt by fraud."	557
A bankrupt, claiming want of knowledge of his insolvency at time of convey-	_
ing property to his wife, four months prior to voluntary proceedings, who	82
does not repair his error, is not entitled to discharge	
Fraudulent transfers before the passage of the act (Aug. 19, 1841) when no	786
bar to a discharge	,
The transfer, prior to and in contemplation of the passage of the bankruptcy	
act of 1841, to some creditors of money and other assets in full discharge of	786, 788
their debts, while others get nothing, is a preference, though obtained by	, 55, 750
threats of suit	

	Page
Preferences given by confession of judgments prior to passage of the Act of	
1841 will prevent discharge not assented to by majority of unpreferred credi-	1015
tors	
Bankrupt will be given time to get such assent	1015
A retiring partner of an insolvent firm, receiving payment for his interest, is	788
not a creditor (Act 1841, § 2)	700
—Scope and effect.	
Bankrupt, filing individual petition, is entitled to discharge as to partnership	
debts scheduled, without bringing in other partners, where there are no part-	3
nership assets	
Prohibited and fraudulent transfers.	
Construction of section 35 of Bankrupt Act of 1867	894
Payment by insolvent maker to endorser on promissory note, with knowledge	220
of insolvency, is a fraudulent preference, and may be recovered by assignee	440
An insolvent trader may mortgage his stock and tools for present and future	
advances to continue his business, and also past advances already, though in-	746
adequately, secured	
A prior parol agreement to give security does not prevent its being a prefer-	746, 1181
ence	/40, 1101
Advances made in good faith pending preparation of mortgage to secure	746
them will be protected	740
A voluntary settlement in favor of an illegitimate child by solvent father is	1027
good as against subsequent creditors	1047
Conveyance to wife by one in embarrassed circumstances, in consideration of	1054
loan barred by statute, is fraudulent	1057
Settlement upon wife by one in embarrassed circumstances is fraudulent,	
where existing debts were all paid by other obligations resulting in bankrupt-	1062
cy	
A bona fide general assignment made a year before a petition in bankruptcy	1127
is valid	114/
A judgment note given when all parties considered the debtor solvent, and a	
judgment taken in good faith the day before filing petition, held not fraudu-	1144
lent	

	Page
A seller who, suspecting insolvency, induces buyer to give up goods in	
greater part purchased from others, in full satisfaction, is liable for their amount to the assignee	1017
Payment of matured notes by transfer of flour in transit, held not fraudulent Overdrafts by a merchant in collusion with a defaulting teller, for which a	1162
deed of preference is given to the bank one month prior to a default decree in bankruptcy, held sufficient to constitute reasonable cause of belief of insolvency rendering deed void	331
Repeated failures to fulfill promises to pay with knowledge of other debts, charges creditor taking mortgage with notice of insolvency —Suit by assignee.	1134
Assignee in bankruptcy may impeach transfer by bankrupt as fraudulent	504
Alleged fraudulent transferee may be enjoined from disposing of same, pending involuntary proceedings	14
A suit brought 7 years after the assignee's appointment is barred by the statute of limitations (Act March 2, 1867, § 2) for want of due diligence in discovering the fraud	878
Under an allegation that defendant did "transfer, assign and convey" plaintiff not limited to proof of technical assignment under state laws	894
Creditors obtaining judgment and issuing execution with knowledge of insolvency of debtor, are liable for amount of sale where assignee purchased	850
Review.	
A person not a party to the proceeding below cannot file petition for review	281
Proceedings not passed upon in the district court cannot be availed of as error on review	281
Statement of counsel that they are authorized by a corporation to file petition for review of proceedings is conclusive as to authority	275
Service of petition for review on attorney for creditor filing petition below is sufficient	275
Arrangement with creditors.	
Creditors desiring confirmation of resolution appointing trustees are the mov-	722
ing parties and should serve their papers on opposing parties	144
A person acting under a power of attorney to accept composition to pay in	
twelve months from Feb. 16 cannot make composition to pay in twelve	347
months from March 16	
A composition agreed upon by the requisite majority will be confirmed where of benefit to all, though the debtor acted solely in his own interest	439

	Page
Repealing acts.	
Act of March 3, 1843, repealing the Bankruptcy Law, saved all cases com-	024
menced before its passage	924
BILLS, NOTES, AND CHECKS.	
Bona fide payment by maker to fraudulent holder discharges the debt	366
Agent liable for failure to make demand and give notice	483
Demand and notice excused where drawer has no funds and no reason to	483
expect payment	403
Endorsee not required to prove consideration of negotiable paper until it is	156
shown to have been put in circulation by fraud or undue means	156
BILLS OF LADING.	
When quantity of cargo uncertain master is bound to tender bills of lading	550
stating quantity only as more or less	552
Injury to bags caused by bleaching powders mixed with water, and spilled	
from casks stowed without dunnage by the rotting of the wood by water	1057
coming in from the deck and water ways, not within exception of dangers of	105/
the sea	
Shipper bound to pay freight only on actual weight where freight is to be	
paid at a certain rate per pound, and printed bill of lading has written condi-	855
tion "contents and weight unknown"	
BONDS.	
See, also, "Municipal Corporations;" "Principal and Surety." Bonds on appeal, se	e "Ap-
peal."	1160
Bond given under statute void so far as it exceeds requirements thereof	1160
A law requiring county bonds to be certified and registered cannot be evaded	1050
by antedating bonds voted before but not issued until after its passage	
Holders of negotiable railroad aid bonds as collateral security for debts are bona fide holders for value	465
Error in judgment or want of skill not breach of a bond to faithfully execute duties of office	393
A suit on an administration bond payable to the governor by name, must be	
in his name, and not by his style of office	1121
	177
Petition in suit upon marshal's bond should ask actual damages In sei, for against bail, interest not allowed an judgment randored against prince.	177
In sci. fa. against bail, interest not allowed on judgment rendered against principal	993
cipal ROTTOMRY_RESPONDENTIA	

See, also, "Shipping."

	Page
A bond given for a larger sum than advanced to deceive the underwriter on	047
the vessel is void for all purposes	947
When a bottomry contract is void for fraud, no recovery can be had as upon	047
an implied contract and lien	947
A bottomry bond binds both the ship and her earnings	820
Advances by the charterer on account of freight will be paid out of freight in	920
preference to subsequent bottomry	820
CHARTER-PARTIES.	
See, also, "Affreightment;" "Shipping."	
A charter party made by agents who were part owners to enable an individ-	
ual creditor to repay himself out of earnings, is void as against the vessel and	593
other owners	
Charter party, held a contract of affreightment and not a letting of entire ship	30
Burden is on carrier to prove quantity carried under charter fixing freight at	550
stipulated price per ton	552
Fire accidentally originating on board a vessel is not a "danger of the sea"	250
within exception of charter party excusing restoration to owners	
Owners may recover full value, notwithstanding such vessel was stranded at	250
the time, if her value was not materially diminished thereby	250
Charter money preceding destruction may be allowed as damages	250
CHATTEL MORTGAGES.	
Contract to buy machinery and let another have it to manufacture cloth from,	<i>54</i> 0
to be paid by sales of such cloth, construed as equitable mortgage.	540

	Page
A contract in effect an equitable mortgage need not be recorded as between	540
the parties and third persons with notice.	310
A mortgagee of an unfinished article will hold the additions by accretion	746
CHINESE.	
See, also, "Aliens."	
A state statute imposing conditions on Chinese immigrants not imposed on	213
other immigrants is in violation of Act May, 1870.	410
CLERK OF COURT	
Calendar fee	406
Fees for making up record in admiralty	406
Fees for filing and recording paper	817
A paper is not "filed" until endorsed by the clerk	817
Fees in bankruptcy proceedings	354
Reasonable compensation when no provision made by law, determined by allowance in similar cases	1025
Fees for seizure on water for breach of revenue laws determine amount for	
seizure on land	1025
COLLEGES	
Construction of the charter of Bowdoin College and its amendments and	
modifications	489
The power to make alterations and modifications in the charter of Bowdoin	
College and the manner of its exercise	489
A college (Bowdoin) privately founded though chartered by the state is not a	
public corporation	489
The visitorial power of college trustees, its scope and exercise	489
COLLISION	
Nature of the liability—Contributive fault.	
Vessels have a right to assume in the absence of knowledge to the contrary	
that other vessels are complying with statutory regulations	1110. 1112
Inevitable accident will not be presumed, but must be clearly proved by party	
setting it up	791
Where collision between a steamer and sloop is caused by the act of the	
master of the sloop in jumping overboard on seeing the peril, he cannot re-	1185
cover	_
Tug's negligence in not carrying proper lights cannot be imputed to tow in li-	2/-
bel against colliding steamer	265

	Page
Absence of all hands from posts of duty save the pilot, though inexcusable,	602
yet if it did not contribute to collision does not render vessel liable	002
Rules of navigation.	
Supervising inspectors have power to make rules not inconsistent with gener-	645
al rules of navigation	V 1 3
Sail vessels meeting.	
General rules for sail vessels meeting	487
Vessel going free should pass astern of vessel close hauled	209
Vessel close hauled on the wind has right of way over vessel sailing free, and	1107
must hold her course	110/
Vessel sailing free must not come so near vessel close hauled as to create ap-	1107
prehension of danger of collision	110/
When a vessel is tacking and out of command, other vessels must avoid her	209
Steam vessel meeting sail vessel.	
Steamer approaching ship at night, when in doubt should slacken speed, and,	190, 194
if necessary, reverse	190, 194
Steam vessels meeting.	
Article 13 of Act 1864 requiring steamers to port, only applies when they are	598
meeting end on with risk of collision	390
Vessels moored, etc.	
Vessel properly moored at wharf not bound to keep watch on board	791
Dredging machines have rights of vessels at anchor	643
Vessel colliding with another at anchor has burden of proving accident in-	643, 791
evitable	043, 791
River and harbor navigation.	
Customs of navigation of North river are the same as the nautical usages at	1107
sea	110/
Ferryboats not absolved from general rules of navigation in making slips	1130
Tug chargeable with notice when steamer is to leave her berth on regularly	957
appointed and notorious trip	737
Steamship making a maneuver in a slip is liable for damages to her tug	915
caused by the parting of a spring line used to check her sternway	91)
Speed: Fogs.	
It is negligence for a steamer to enter Milwaukee harbor at a speed of eight	425, 427
miles an hour	74),44/
Ferryboats crossing harbors at night or in for should proceed with great cau-	791
tion	/91

	Page
Lights; signals, etc.	
Vessel assenting by signal to faulty maneuver, equally liable	299
Steamers must keep courses agreed upon by signal	425, 427
Steamboat has no absolute right to direct another's course by her whistle	598
Ignorance of language by persons in charge of vessel at anchor in track of	42.4
navigation will not excuse failure to observe directions by approaching vessels	434
A vessel sailing at night without lights or a lookout forward, prima facie at	615
fault	645
Lookouts.	
Absence of competent lookout is a circumstance strongly condemnatory	824
Lookout forward necessary for vessel sailing in harbor in daytime	209
Vigilant lookout required on ferry boats crossing East River	602
Passengers cannot be regarded as lookouts unless specially designated by	701
master as such	791
Particular instances of collision.	
Between sail vessels in thick weather	526
Between sail vessels, of different speed, due to hazardous movement of one	285
Between sail vessels meeting in Long Island sound on different tacks	980
Between steamer and brig not carrying adequate lights	1110, 1112
Between steamer and ship in Irish Channel at night where steamer's conduct was erratic, because of change of course by ship	190, 194
D	339, 824,
Between steam and sail vessel in fog	936
Between steamer bound to sea and drifting bark	390
Between steamer and schooner at sea at night where schooner changed her course	400
Between steamer and schooner, caused by schooner's change of course to avoid another schooner	789
Between steamers, both of which failed to port in time	299
Between ferryboat and propeller	1130
* *	J -

	Page
Between steamboat and ferry boat in East River	598, 602
Between steamer and tow in Milwaukee harbor	425, 427
Between bark in tow of tug without the required lights for a tow and steamer at night, without lookout	265, 270
Between tows of steamboats meeting on Hudson river	597
Between brig anchored in track of navigation and vessel in tow	434
Between dredge anchored at mouth of river and tug and bark	292
With vessel at anchor where colliding vessel not clearly proven	930
Between steamer with a row and sloop at anchor, near shore, caused by steamer's taking inshore course, too great speed, and want of lookout	45
Procedure.	6.42
Hearing will be given without proof where pleadings admit liability Rule of damages.	643
It is no defense that the damage would have been less had the vessel been strongly built	791
The vessel is to be paid for at her value when lost	487
Pending "freight" recoverable includes earnings in transporting goods for owners of vessel	487
Failure to discover a leak will not charge owners with damage to cargo, where examinations made immediately after collision revealed no injury	791
Costs of raising sunken vessel to ascertain if she could be repaired may be added to the value, where there is a total loss	604
Cost of cargo at place of shipment with expenses and charges, insurance and interest allowed	342, 487
Interest on items of damages are allowable	604
Interest allowed on recovery for demurrage, and also reasonable sum for care of cargo	389
Division of damages.	
Loss divided where both in fault	487
Where steamer and tug held liable for injury to tow, steamer bound for only	270
half damages though value of tug will not make up the other half	2,70
Review.	
On affirmance of decree in collision, interest allowed on damages assessed	390
and not on decree which also includes interest	370
COMMERCE.	
Determination of amount of tonnage tax discretionary with congress	212
Tonnage tax on foreign vessels exporting goods is constitutional	212

	Page
CONFUSION OF GOODS.	
By mutual consent of owners, makes them tenants in common sharing in pro-	136
portion contributed	130
CONSTITUTIONAL LAW.	
Presumption in favor of constitutionality of state laws	141
Retrospective laws divesting vested rights are not expost facto laws, nor re-	296
pugnant to constitution	2,50
Retrospective state law allowing ejected occupants of land to recover for improvements not unconstitutional	296
Insolvent laws, though retroactive, are not unconstitutional as impairing the	1 41
obligation of contracts	141
The fourteenth amendment implies equal exemption with others of same class from all charges and burdens of every kind	213
Rights and powers given to Bowdoin College trustees by its charter can only	400
be divested in the manner pointed out therein	489
Illinois Act 1838-9 "to quiet possession and confirm titles to land" unconstitu-	1105
tional as a legislative adjudication	1187
N. Y. Act May 6, 1870, fixing rates of wharfage and providing penalties in	005
double wharfage for nonpayment is not unconstitutional	987
CONTEMPT.	
Refusal by bankrupt to obey register's order to produce his books and papers	42.6
is a contempt	436
CONTRACTS.	
General rules of construction	72
Mutual understanding governs construction	72
The rule lex loci contractus discussed	141
Oral contract for sale of merchandise in New York, valid in Rhode Island	
where made, is enforceable in New York though void under its statute of	512
frauds	
A promise of indemnity against a private wrong or public crime (libel) is void	
in law.	1177
CONVERSION: TROVER.	
A purchaser at sheriff's sale on credit, the property being retained as security,	
has sufficient title to maintain an action for its conversion	22
Tender of storage charges for goods held adversely not necessary	508
Expression of intention to retain goods demanded, evidence of conversion	508
CORPORATIONS.	-

	Page
Kansas state legislature may amend by special act charter of corporation created by territorial legislature and continued by constitution	106
A decision declaring an election of officers illegal and void, is ineffectual until	242
decree entered, and until then their acts are binding though they had notice	919
of the decision.	
The overdraft of a bank account by officers of a corporation is ratified by the	919
directors ordering the issuing of the company's note for the amount	919
Notice to stockholder, or one afterwards becoming an officer, is not notice to	178
corporation	
Knowledge of a lien on corporate property by stockholders, prior owners, will	178
not affect the corporation where other stockholders are ignorant	1,0
COSTS.	
Not allowed on dismissal for want of jurisdiction	10
Not allowed on reversal in circuit court for want of jurisdiction	211
Libellant cannot recover costs where amount of liability is tendered before	
suit.	285
Seamen not compelled to give security for costs on suing for wages, because	
amount is small	1089
Costs of former trial imposed as terms for new trial for newly-discovered evi-	220
dence	229
Travel fees allowed for witness residing out of state, more than 100 miles	
from place of trial, attending upon mere request, though his deposition is on	992
file 844; contra	
Lawyer's fee not taxed in equity suit against executors and administrators (in	1100
Virginia)	1100

	Page
COUNTIES.	
In Oregon, a county is a body politic, and may take a note or bond and mort-	270
gage and enforce same in courts	370
Procedure in enforcing security for a loan	370
COURTS.	
Comparative authority of Federal and state courts: Process.	
Federal courts may exercise jurisdiction as to accounts of executors. etc., if ju-	439
risdiction of state court has not attached	7 37
The federal court may so control its process as not to violate local laws	1068
The state court can make no order or decree which shall interfere directly or	1068
indirectly with a mandamus issued from the federal court	1000
Where vessel attached in state court, marshal cannot disturb possession on li-	1008
bel in rem in admiralty	1000
Concurrent jurisdiction of state and federal courts in enforcing liens against	1008
vessels	1000
Federal court on habeas corpus to release bankrupt arrested on process in	
state court, not bound by case made in state court, as to whether debt sued	557
on was contracted in fraud	
Federal court cannot examine order of Pennsylvania orphans's court directing	486
sale of realty to pay intestate's debts	100
Levy by sheriff valid in state courts will be held valid in federal court in	1144
bankruptcy	,,
State court practice in summoning jurors, does not become practice of federal	575
courts until expressly adopted	313
Grounds of jurisdiction.	
Federal courts have jurisdiction of suits by individuals on marshals' bonds, ir-	177
respective of citizenship	- / /
Jurisdiction of an action under the patent laws depends upon the subject	444
matter and not upon citizenship	
In an action under the patent laws neither plaintiff nor defendant need be an	
inhabitant of the state where brought. It is sufficient if the writ is served per-	444
sonally upon defendant in the district	
Residence of persons having equitable interest in subject matter of suit at law	156
immaterial	290
Jurisdiction on ground of diverse citizenship will not be taken of a suit to en-	
join issue of county bonds unless complainant's liability is shown to exceed	106
\$500	

	Page
An allegation that complainant sues "on behalf of all others similarly situated"	106
will not give jurisdiction Circuit courts.	
The circuit court for the middle district of Alabama has jurisdiction to review	275
an adjudication in bankruptcy by district court	
District courts.	765
The district courts have jurisdiction of all cases of marine trespass or tort	765 7 00
The general jurisdiction of the district courts includes prize cases	799
Jurisdiction of seizure on high seas belongs to court into which property is brought	26
The district court of the district within which seizure for violation of customs	26
laws is made has original jurisdiction	26
The locus rei sitae gives jurisdiction in suits in rem	72
The district court for district of Oregon has concurrent jurisdiction over Co-	082
lumbia river	983
Vessel in basin at Jersey City moored to piles 40 feet from dock is within ju-	1100
risdiction of district court for southern district of New York	1100
Territorial courts.	
Effect of Colorado enabling act upon the territorial courts, and causes pend-	750 752
ing there in	750, 753
Local courts.	
County court in Oregon sitting as probate court has jurisdiction to compel	100
specific performance by administrator of intestate vendor	132
Justice of peace in District of Columbia has no jurisdiction of suits against	100
administrators	128
CRIMES.	
An offence created by law falls by a repeal of the law without reservation of	1000
jurisdiction	1032
Robbery committed in the India country is not punishable with death, but as	222
larceny (Act 1790, § 8; Act 1834, § 5)	999
CUSTOMS DUTIES.	
Customs laws.	
Not construed beyond natural import of language	84
Articles grouped together are to be deemed of a kindred nature	84
Free list.	
French silk gloves (Act 1834)	84
Worsted shawls (Act 1832)	301

	Page
Prohibited importations.	
Articles imported in boxes embellished with indecent and obscene prints are	1024
subject to forfeiture	1024
Manifest.	
Must name shipper, and in case of return of part of cargo must show by	1113
whom shipped out and to whom consigned inward	1113
Goods will be forfeited for nonproduction of manifest not satisfactorily ac-	1113
counted for	1113
Invoice: Appraisal.	
"Actual cost" in revenue act means bona fide purchase price, not market val-	395
ue	393
Charges and expenses not to be added to determine whether wool is du-	1142
tiable (Act 1832)	1144
Deductions should be allowed from nominal value of imports for foreign de-	573, 574
preciated currency	3/3 , 3/ 4
Violations of law.	
Onus probandi in cases of seizure for violating customs laws is on libellant	36
Domestic goods shipped from foreign port to aid in concealing foreign goods,	1113
liable to forfeiture	1113
Evidence of prior fraudulent shipments admissible on libel to forfeit goods	395
for evading duties	393
A libel against a vessel for the penalty for smuggling must show ownership	1053
of vessel and value of goods	1055
Proof of foreign growth or manufacture of alleged unlawfully imported goods	64
is not necessary	04
Section 27 and not section 50 of the act of 1799 applies where the goods im-	64
ported are unladen before the vessel has arrived within a collection district	04
Collection officers.	
The government cannot be prejudiced by an opinion or promise of its collec-	856
tor made after he left office	030

	Page
Fees, compensation, and disbursements of collectors of ports and deputies	904
Collector of port, by failing to keep and transmit yearly accounts of incidental expenses, does not forfeit right to reimbursement, but only liable to penalty DAMAGES.	904
Owners of privateer not liable for amount paid in compromise by vessel	
seized by belligerent as prize for want of papers plundered by privateer	765
Loss of voyage is not an item of damages in case of marine trespass	765
When excessive in patent cases	450
Vindictive damages not allowable against owners of privateer for trespasses committed by crew	765
DEBTOR AND CREDITOR.	
The equities of the creditors of a bankrupt in a secret fraudulent trust fund	220
are at least equal to those of creditors of the owner of such fund	238
Concealment of assets and misrepresentations in settlement is a good defense	
to a suit by the debtor to recover an excess in per cent. paid to defendant	1142
over other creditors	
Agreement by part of creditors to take assignment of debtor's property to ap-	
ply on account of debts of all creditors is valid as against a creditor not pre-	86
sent at the meeting	
The rule as to marshalling assets, and its application to judgment creditors	577
Payments on running account will be appropriated to items in order of dates	1095
When payment will be appropriated in law to extinguishment of debt secured by lien rather than unsecured debt	1037
DEPOSITIONS.	
Should not be taken merely de bene esse in case of old age, sickness, or going abroad	450
Time of taking, generally	450
Notice to counsel of taking is necessary when witness is within 100 miles	450
Notice of taking must be given to attorney of record	1104
When taken to be used against U. S. its attorney must be notified	1104
A commission directed to five commissioners must be executed by all of them	1139
Effect of error in caption	450
Taken and filed by one party may be read in evidence by the other	894
Admitted on condition that opposite party have opportunity to cross-examine witnesses, when	229

	Page
Answers to cross interrogatories not dependent upon a direct interrogatory, answer to which was ruled out, are admissible	564
DESCENT AND DISTRIBUTION.	
A woman claiming an estate as widow and heir at law, must give other proof	
that her mere statement where her right is contested	777
A foreign bill of exchange protested does not bind the heir of the drawer	577
Heir is not liable to judgment creditor of his ancestor for profits received before filing bill	577
Agreement among distributees that no administration shall be taken, and that	
one shall hold and manage the estate for all, not enforceable	514
DISTRICT ATTORNEYS.	
Not entitled to fees in prize cases as for extra services. Such fees belong to	022
the government	932
DOMICILE.	
Person who still lives part of every year in his original home, may claim his	1181
citizenship there though he has another home in another state	1101
DOWER.	
Widow not entitled to damages in equity for non-assignment of dower where	383
husband did not die seised	303
EJECTMENT.	
Not necessary to show title out of proprietaries of Pennsylvania	486
Color of title in good faith must be such as would pass the land if a better ti- tle were not shown	1187
Possession for seven years without color of title, no defense under Illinois	1107
limitation law of 1835	1187
ELECTIONS.	
Members of election returning board of state are state and not federal offi-	828
cers, even when canvassing votes for presidential electors	020
EMBARGO: NON-INTERCOURSE.	
No penalty attached for loading without inspection	69
Departure from any place within jurisdictional limits, although not a port, is	926
within the provisions of the act	920
What necessity will excuse from forfeiture	1100
Intention of touching off port of United States for supplies, and of terminat-	986
ing voyage in United States if lawful not cause of forfeiture	700

	Page
Bringing British vessel with British cargo captured on high seas by French	
vessel and given to American crew, into United States port, not a violation of	202
act	
Section 3 of the Act of 1808 not repealed by Act of 1809, c. 91	1100
EQUITY.	
Will not relieve against a forfeiture of life insurance incurred by nonpayment	0.46
of premiums on the day stipulated	846
Will not enjoin defense of statute of limitations on the ground that the cause	056
of action was originally good and valid	856
Bill against third person to enforce equitable mortgage of chattels—Sufficiency	7 40
of averments	540
ESTOPPEL.	
An agent invoicing goods as purchaser, is estopped to claim that he is a pro-	205
ducer or manufacturer	395
Recitals in bond estop parties thereto in action thereon	504
A verified complaint by persons in possession of land to compel a transfer of	
legal title from persons alleged to hold in trust for them estops them in sub-	97
sequent ejectment to allege an adverse holding	
A parol contract set out in the bill is of same force against plaintiff as though	240
in writing	240

	Page
A promise without consideration of a colector of customs not to plead the statute of limitations is neither enforceable in law nor equity EVIDENCE.	856, 863
Judicial notice.	
Will be taken that the collection district of Oregon is within limits of the	
United States	64
Presumptions: Burden of proof.	
Presumptions are against a person who withholds his books of account	14
Letters not presumed to have been received on proof of mailing only	450
Proceedings to sell real estate to pay intestate's debts, presumed authorized	486
after 48 years	400
Burden of proof of necessity of spoliation in action for unlawful seizure	1178
Best and secondary.	
One who has destroyed a paper to prevent its being used in evidence, cannot	1113
prove its contents by secondary evidence	1115
Documentary.	
Sworn answer in chancery evidence in bankruptcy	1015
Certificate of clerk is no evidence of character or legal effect of paper, but on-	370
ly as to its being a true copy	370
Parol, to vary writing.	
Where writing is manifestly incomplete, parol evidence is admissible as to matters not defined therein	411
Previous course of dealing is admissible to show intention in respect to time	411
and mode of delivery and payment not set out in contract of purchase	411
Accidental omission from shipping articles of agreed time of voyage, supplied by parol	1043
	374, 778,
Oral evidence admissible to show deed absolute intended as mortgage	896
Declarations.	
Of agent, admissible against principal when part of res gestae	229
General declarations of testator applicable to any will are not competent to	100
prove execution of a particular will	102
Competency: Relevancy: Materiality.	
Invoices of shipments in July and August are admissible to show market value of goods shipped in May	395
Foreign market value of goods may be proven by testimony of domestic mer-	395
chants	

	Page
Weight and sufficiency.	
Positive testimony is of greater weight than negative testimony	7
A direct conflict between equally credible witnesses must be resolved in favor of the one having best opportunity to know the facts	7
Want of credit in the owners of a vessel, in the case of supplies furnished, is	
shown by proof of an attachment and a mortgage of the vessel to release it	1095
EXCEPTIONS (BILL OF.)	
When motion for allowance of bill of exceptions in a patent case will be	
granted by the circuit court	450
EXECUTION.	
Levy by sheriff, by a description of the debtor's lands indorsed on the writ,	1144
held sufficient	1144
Levy may be made for whole amount of judgment though conditional	465
Recitals in forthcoming bond	591
Sheriff's return to an execution cannot be impeached collaterally	1144
Execution will be enforced where terms on which it was suspended under	842
consent decree not complied with	074
EXECUTORS AND ADMINISTRATORS.	
Payment to foreign administrator, no defense to suit by administrator of the	992
state of debtor's domicile	774
A receipt by one of four testamentary guardians to himself as executor dis-	577
charges himself as executor	311
Where an executor who was also a guardian charges himself as guardian	
with a specific legacy to his ward, both he and the sureties on his executor's	577
bond are discharged from liability	
Declaration on promise by one as administrator must over assets to charge	158
him personally de bonis propriis	1)0
FIXTURES.	
A mortgagee of trade fixtures has a good lien as against assignee in bankrupt-	746
су	/40
FORFEITURE.	
Vessel engaged in slave trade liable to forfeiture though taken before slaves	362
are on board	302
FRAUDS (STATUTE OF.)	
Sales at public auction not within statute	1091
An oral agreement among purchasers at a public sale in void	1091
FRAUDULENT CONVEYANCES.	

	Page
See, also, "Bankruptcy."	
Intention of parties, and not fact of payment, is the test in determining fraud	383
Presumption of fraud arising from nonpayment of consideration, etc., is re- butted by subsequent payment in good faith under prior agreement	383
Conveyance by debtor is fraudulent if no consideration is paid and no securi-	
by or evidence of indebtedness is taken, or if payment of consideration is	383
Possession and control by grantor is evidence of fraud	383
Transfer of furniture between persons living in same house, who continue	504
use as before, is fraudulent	J0 1
A transfer with intent to defraud creditors is void, notwithstanding adequate	383
consideration paid	303
Defendants must contradict and explain every fact tending to cast suspicion	383
upon the conveyance	0 0
GUARDIAN AND WARD.	
See, also, "Executors and Administrators."	
Where a guardian without bond assumes a debt to his ward, his heirs are	577
not liable	577
INDIANS.	
Indian country is not within exclusive jurisdiction of United States under	999
reaties with Indian tribes securing local self-government	,,,

	Page
INFORMERS.	
Information given by one under arrest for suspected complicity in smuggling,	1010
which prevents the smuggling, entitles informer to share in forfeiture INJUNCTION.	1010
Nonresident taxpayer cannot sue to enjoin issue of railroad aid bonds, unless	406
he has an interest not common to the community	106
On preliminary hearing court may consider matters of ordinary knowledge	460
outside the affidavits	162
Lack of jurisdiction ground of vacating temporary injunction at any time	106
Circuit and district judges may dissolve injunctions in vacation	106
Decisions upon preliminary hearing not conclusive on final decree INSOLVENCY.	856
See, also. "Bankruptcy;" "Fraudulent Conveyances."	
Insolvency laws of New York discussed	141
Plaintiff who has received discharge in insolvency pending action still compe-	
tent to maintain it	1094
Discharge covers immature debt	838
Discharge in one state under its insolvent laws passed after the making of the	
contract in another state, bars action thereon.	141
INSURANCE.	
Marine insurance.	
Valued policy on profits not a wager policy unless so intended by both par-	= ()
ties	564
Valued policy void where underwriter designedly misled by insured intend-	- / /
ing a wager policy	564
A bona fide overvaluation not made with intent to mislead or defraud will	
not avoid a valued policy, and underwriter is estopped to consider the actual	564
value	
Where less goods were in fact shipped than were expected, the recovery on	T 6 A
a valued policy must be in proportion	564
Clause in memorandum of insurance construed as representation of fact	885
Underwriters not liable for loss by seizure at designated port for illicit trade	005
not known at the time	885
Loss of cattle by breaking fastenings in lightering from vessel in usual manner	1014
is within insurance against "perils of the seas" and "usual risk of lighterage"	1046
Unseaworthiness when insured, good defense	166
Burden of proving unseaworthiness is on insurer	166

	Page
There can be no recovery for a loss, caused by a leak discovered before sailing, if prudent and discreet master of skill would have repaired same	166
Consignee who advanced money to buy cargo and took assignment of bill of lading entitled to recover on policy "on account of whom it may concern"	336
Amount of recovery in such case where interests are separable	336
Fire insurance.	
A second policy invalid by reason of misrepresentations as to prior insurance	5 20
does not violate condition against additional insurance	530
Whether policy on part of goods previously insured avoids first policy in toto	530
under condition against additional insurance, quaere	
Naked legal title in another does not vitiate policy conditioned that insured should be "entire, unqualified owner"	618
Effect of giving a mortgage upon policy conditioned that insured shall keep	
"entire, unqualified" ownership	618
Oath to ownership made in good faith, not falsified by title being in another	618
After assignment of fire policy to mortgagee with consent of insurer, a mis-	26.4
take in renewal of which mortgagee was ignorant will not avoid the insurance	264
Refusal to recognize right to prove loss is a waiver of proof	264
The contract limitation of one year for suit is not available where a complaint	
was filed in time, but, at request of defendant's attorney, summons was not	264
issued	
Life insurance.	
Condition that policy shall cease and all premiums be forfeited if interest on	846
premium notes not paid annually in advance is valid	
A course of business to pay interest on premium notes in cash, and apply	0.4
dividends earned to the principal, will control the rule of law as to application	846
of payment, even though it results in forfeiture of the policy	
Subrogation.	
A libel for wrongful act causing a loss may be brought in the name of the in-	586
surer who has paid it	
Where insurer has paid only part of the loss he cannot sue wrongdoer in his	207
own name	·
On libel by insurer, who has paid the loss, for the wrongful act causing it, it	586
is no defense that insurer was not liable	
Insurance companies.	
Have power to take, hold, and negotiate negotiable paper in the conduct of	366
their business	500

	Page
INTEREST.	
Allowance of interest in cases of tort is matter of discretion	342
INTERNAL REVENUE.	
Collection of assessment not restrained on allegation in bill that assessment is	418
irregular, and in violation of law, and void	410
The remedy in equity to collect assessments is cumulative	418
Lien on distillery for unpaid taxes is not lost by a bonding and release of the	
property in forfeiture proceedings afterwards discontinued without judicial ac-	418
tion.	
Bona fide purchaser of distillery property for value and without notice takes	418
subject to existing liens for taxes	410
The government is not estopped by statements of its collector to enforce ex-	110
isting liens for unpaid taxes	418
INTERNATIONAL LAW.	
Every nation has exclusive jurisdiction over the waters adjacent to its shores	026
for a marine league	926
JUDGMENT.	
Rendition and entry.	
The date of a decision is the time when it is finally settled and approved, and	72.4
ready to be promulgated	734
A mistake in calculating marshal's fees may be cured by a release, and judg-	501
ment rendered for true sum	591
The heir of a judgment debtor cannot avail himself of an error of the clerk by	
which the judgment was entered for the penalty of the bond sued on, instead	577
of the damages allowed	

	Page
A judgment of a justice of the peace docketed in a county court is not a judg-	444
ment of that court	444
Operation and effect.	
The record of a judgment should show affirmatively jurisdiction of the person of defendant	444
Distinction between cases in which judgments may and those in which judgments may not be impeached collaterally	52
A verdict on which a judgment was never entered is not conclusive in another suit	450
A sentence of a court of exclusive jurisdiction is conclusive both as to the right established and fact decided	1132
A judgment in a suit in rem for forfeiture of a vessel is not conclusive in an action on a bond conditioned for the proper use and delivery up of the certificate of registry	518
A statute making a decision of a military commission final, held not to make it conclusive as to the right in question	1062
Dismissal upon the merits of creditors' bill to set aside conveyance as fraudu- lent estops creditor from opposing bankrupt's discharge	1054
Revival of judgment by scire facias (Va. Act 1792)	577
Amendment.	
Federal courts can amend only as to defects of form	302
Misnomer not apparent of record is not amendable	302
Relief against: Opening: Vacating.	
Fraud upon a party by her counsel will not invalidate a decree where it does not appear that it affected the result	777
A delay of eleven years after knowledge of suspicious conduct of counsel bars relief against decree for his fraud	777
A decree entered without authority will be set aside	784
Office judgment set aside on plea of "never executrix"	389
Judgment by default against married woman may be corrected by writ of error coram nobis (coverture being a question of fact) or by motion on affidavit	317
An unexplained delay of 18 months, and after default taken and report of a commission, will bar respondent's motion to set aside proceedings as coram non judice	1090
A claimant who, after a libel in rem is dismissed by default and the stipula- tion and bond cancelled, agrees to open the default, waives the decree and	1039

	Page
order of cancellation, and the court may vacate them so as to hold the stipulators liable	
Satisfaction and discharge.	
Assignee of judgment who advanced money to one of several joint debtors to	
pay the same, and took assignment as security, cannot maintain action against other debtors.	1186
Of different jurisdictions.	
All presumptions are in favor of a judgment of a court of general jurisdiction	370
A decree in a divorce suit against plaintiff declaring that she was never legally	
married may be impeached for fraud when set up against her in another state	771
(Reversing 774)	
Actions on judgments.	
Nil debit cannot be pleaded to action on judgment obtained in another state	1140
In an action on a foreign judgment, the debtor may plead that he was not	
served with process, and that the attorney appearing had no authority to do	1186
SO H. ID ODG	
JURORS.	006
Court has power to order a tales in special jury cases	996
Impressions from reading newspapers will not disqualify jurors in criminal	1024
cases, though opinions formed will disqualify	
Citizens of municipality not competent in an action of debt for penalty of a by-law of the corporation	392
LANDLORD AND TENANT.	
A bankrupt's assignment is not within the condition of a lease forfeiting it on an assignment by the lessee	444
Acceptance of draft on tenant for rent, no bar to distress if draft not paid	388
A vowry is prima facie evidence of amount of rent	365
Replevin bond for goods distrained for rent	383
LIBEL.	
Liberty of the press does not sanction libels	1177
LIMITATION OF ACTIONS.	
The statute of the state where the suit is brought governs	759, 778
State statutes cannot be pleaded in bar of suit for infringement of a patent	1048
The statute commences to run against a claim for a balance of rents against	
one who holds an absolute conveyance of property to secure a debt, from the	778
time the grantor has knowledge of repayment of the debt by rents received	

	Page
The statute runs as against bill for accounting for mortgaged property in the rightful possession of third person from demand and refusal	540
Rents or profits in the hands of one who holds an absolute conveyance of property as security for a debt, is a debt or liability not under seal	778
A debt protected by a mortgage is not barred until a suit as to the mortgaged property is barred	540
Admission that a note is as good as money is sufficient evidence of new promise	1179
A letter stating that the writer could have availed himself of the insolvent	
laws, but preferred paying all debts as soon as possible, "not omitting A's	1089
claim," not sufficient acknowledgment	
Replication to plea of statute of limitations alleging absence from state	863
Courts of equity apply the statute of limitations	778
LOST INSTRUMENTS.	
Owner losing half of bank note may recover on whole note on offering security to bank	1129
MARRIED WOMEN.	
To give jurisdiction against married women, liability must appear affirmatively	317
Judgment by default against married woman may be set aside	317
MARSHAL.	
Fees, in bankruptcy	354
Entitled to actual mileage travelled on return of nulla bona	1004
Fees as messenger—Mileage or expenses of deputy	993

	Page
Not entitled to commissions on forfeited delivery bond	1004
Where vessel seized is released on stipulation for her appraised value, not entitled to fees on such value	42
Claimants not liable to marshal for costs and expenses attending seizure, on bonding vessel, pending appeal from decrees of condemnation	225
May have attachment to enforce payment of fees	998
MASTER AND SERVANT.	
Assumpsit lies by apprentice against master for disobedience of order although no indentures executed	138
Master liable only in case of negligence or want of due and proper care and prudence	152
Rules for determining care and prudence of master in furnishing suitable materials	152
Furnishing unsuitable explosive for blasting is negligence	152
Master in selecting dangerous instruments, such as explosives, must not sacrifice quality to cheapness	152
Superintendent of city streets employing workmen is a vice principal MORTGAGE.	152
A conveyance made in satisfaction of a precedent debt cannot take effect as a mortgage, although providing for redemption	374
An absolute conveyance of property as security for money advanced to pay the grantor's debts is a mortgage	778
Equity will enforce right to redeem under deed absolute given to secure debt Sufficiency of evidence to show deed absolute intended as a mortgage	374 374, 896
Deed absolute to deceased not declared mortgage on uncorroborated evidence of single interested witness	896
Lien not affected by substitution of new notes or bonds for those originally secured or by the giving of a new mortgage expressly reserving rights under original mortgage	760
Equitable right of junior to compel senior mortgagee to resort to property on which he has exclusive claim, not defeated by declaration of homestead	24
therein	
Twenty years after forfeiture and possession taken is limit of time of right to	778
redeem, where no excuse for delay is shown	
MUNICIPAL CORPORATIONS.	
See, also, "Bonds." Paving streets in Alexandria, Va.	393
i aving succes in Thexandria, Va.	393

	Page
On motion for judgment for assessment for paving, it is no defense that the paving was badly done	393
A county may issue coupon bonds in payment of subscription to railroad	
stock under the authority to make payment in such manner as may be agreed	128
upon	
What is substantial performance of contract to complete railroad within condition of gift of county bonds	106
A proviso that railroad aid bonds shall not be sold for less than par does not	
affect rights of bona fide purchasers at market value	128
A town, having as a corporation voted and issued bonds, is estopped as	
against bona fide holder to deny incorporation	522
Naturalization.	
See "Aliens."	
NEW TRIAL.	
Motion for new trial does not suspend entering of judgment after one verdict,	
but execution will be stayed on application	1180
Court will settle differences between counsel as to rulings made, for purpos-	
es of motion	450
Rebutting affidavits not allowed	755
Motion for surprise is waived by continuing trial	755
Irregular conduct of jury in open court not objected to at the time is not	. = .
available	450
General rules as to granting where fraud is in issue	564
Not granted because of erroneous instructions or refusals to instruct, if not	450
prejudicial	450
Not granted on ground that verdict is excessive unless plainly largely beyond injury inflicted	229
Not granted on ground that verdict was against evidence unless clear mistake or manifest abuse of power shown	229
Granted for newly-discovered evidence, in the absence of gross negligence	229
	229, 564.
Not granted upon mere cumulative evidence	755
OFFICE AND OFFICER.	
No distinction between foreign and domestic agents of government (Act	1147
1809) A "norman ant agent" is an appointed by the president with the advice and	
A "permanent agent" is one appointed by the president with the advice and consent of the senate	1147
contocut of the oculate	

	Page
Act July 23, 1868, to authorize the temporary supplying of vacancies in the executive department, applied to existing vacancies	734
Public officer is required to perform duties imposed by law after coming into office though his compensation is inadequate	904
Government agent must be reimbursed damages paid in consequence of protest of bill of exchange authorized to be drawn by him	1147
Commissions, expenses, and disbursements of navy agent stationed abroad	1147
PARTIES.	
Suit brought in name of plaintiff who is neither a natural nor an artificial person is a nullity	370
Parties may unite in admiralty, where the cause of action is common to all though interests are separate	665
The alleged fraudulent endorsee of a note is a necessary party to a bill by the	
payee to avoid an assignment for fraud and compel the maker to pay a second time	366
A company for whom its stockholders ask an accounting against another com-	4000
pany is a necessary party defendant	1080
On bill by distributee against executor or administrator to sell personalty for	5 7.4
distribution, other distributees not necessary parties	574
Executor or administrator is necessary party to bill to enforce trust concerning decedent's property	514
The vendee need not be made a party to a bill to enjoin an alleged fraudu-	10
lent sale by a corporation	13
Equity will not proceed to final decree in absence of interested party	13
A bill in equity will be dismissed where a necessary party is beyond jurisdic-	13
tion of the court	13
Objection of nonjoinder need not be raised by pleadings	366
Persons not parties to suit or belonging to class represented therein can only	842
be heard by original bill	O 12

	Page
An underwriter who has accepted an abandonment may be permitted to in-	0.45
tervene as sole owner in a suit in rem	947
PARTNERSHIP.	
One partner without prior consent of others may convey partnership personalty in payment of firm creditors	851
An assignment of partnership debts by one partner only, though void in law, sustained in equity if bona fide to secure creditors	851
An assignment by one partner of partnership realty in payment of firm debt passes only his interest	851
One partner may give a preference to a particular creditor without consent of others if they are abroad	851
PATENTS.	
The commissioner of patents.	
Cannot delegate duty of examining new invention (Act July 4, 1837) An order extending a patent signed by the chief clerk acting as commissioner	226
during a vacancy, after the approval of the Act of 1868, providing that the senior examiner in chief shall act as commissioner. is a nullity	734
Invention.	
Remedy for theoretical defect is a good invention	233
Recollection of a prior imperfect machine and its product, and preservation of	222
the same, renders patent void for want of novelty	233
Mere experiments are not anticipations	320
Invention is the conception, not the final development	112
Utility is evidenced by extensive use	112
Who may obtain patent.	
First inventor is the original discoverer first perfecting and adapting invention to actual use	320
A chance operation of a principle unrecognized at the time will not defeat patent to one who discovers principle, and puts it to intelligent use	868
The question of originality is not affected by experiments of another subsequently resulting in invention	476
An invention to be valid as the first must be seasonably reduced to practice	450
One who reduces to practice theory of another by his help is not the sole in-	1165
Application will be refused where applicant is one of three joint inventors	1168

	Page
Want of originality in the patentee is shown only by such communication of ideas that other inventive power is not necessary to their application	329
Prior public use or sale.	
The "public and common use" for more than two years prior to application	
which will invalidate a patent is a common and general use by the communi-	647
ty	
In the case of successive applications, public use or sale must antedate the	110
first application by two years to defeat inventor's right	112
The use of an article made by the inventor for himself at his place of busi-	110
ness is private and not public	112
Abandonment—Laches.	
Abandonment is proved only by public use for the required time	868, 908
Delay of four years after filing caveat will not defeat right where constant ef-	1070
fort was used to perfect invention	1072
Application is conclusive evidence of intent not to abandon invention	126
A presumption of abandonment will not obtain from the lapse of six years af-	
ter putting down a pavement before applying for a patent, in the face of a	703
manifest contrary intent	
Involuntary delays in prosecuting application will not work a forfeiture	126
A litigation as to a right to two improvements, one of which only is good, will	126
not prejudice the inventor's right to such improvement	120
Application and issue.	
It is only necessary that the description and drawings shall be such that one	
skilled in the art can by their aid embody the invention in an operative and	647, 476
efficient form	
Technical defect in description will not defeat patent	123
The original deposited model may be examined to resolve doubts from draw-	233
ings	433
Two forms of invention related to the same subject, where the necessary ele-	
ments of one are substantially used in the other, may be included in one	703
patent	
A patentee is not estopped by words omitted from an amended specification	450
A patent secures only the means employed, and not the effect produced	712
A caveat is intended to give notice of an invention and prevent a patent to	476
another	1,0
Failure of officer to certify to sealing of deposition in an interference case is	1165
ground of exclusion	11 0)

	Page
Decision of commissioner is conclusive as to law and facts arising under ap-	
plication, in the absence of fraud or excess of authority manifest on the face	448
of the papers	
Appeals from commissioner's decisions.	
Where the claim becomes too broad through a rejection of part it should be	1185
amended before appeal	1103
The review of the commissioner's decision must be confined to points in-	226, 1168
volved in reasons of appeal	220, 1100
Objection to incompetency of witness in interference case cannot first be	440
made on appeal	440
No reply will be allowed to be filed on appeal	227
Testimony of experts are entitled to more weight than opinion of commis-	1192
sioner	1194
Irrelevant reasons by commissioner no ground of reversal	226
Appellant in an interference case cannot rely upon the weakness of his adver-	1072
sary's case	10/2
When in doubt the commissioner's decision in an interference case will be	434
affirmed	434
Reissue: Disclaimer.	
Purpose and scope of reissues	6
Presumption is in favor of validity of reissue	703
Reissue is prima facie for same invention	908
Reissue need not claim everything embraced in original, but must not claim	320
new matter	320
In determining whether reissue is for different invention, the two patents	635
must be compared	033
Reissue may include features disclaimed in original patent by mistake of	720
patent office	720
Title of patent presumed to be in one to whom reissue is granted as assignee	635
Defect of broad claim covering primitive device and improvement cured by	233
disclaimer, in case of limited knowledge of primitive device	499

	Page
A reissue is not invalid because laying the greater strees on one of two forms	703
of invention included in the original patent	/03
Duration.	
Date of filing of specifications in foreign country, taken as date of patenting	639
there	039
Extension: Renewal.	
The extension of a patent by the commissioner cannot be collaterally im-	722
peached	732
The presumption that a renewal was legally made may be rebutted	450
Assignment.	
Agreement to assign extended term makes promisee equitable owner thereof	233
where conditions are fulfilled	233
Limited assignment of patent construed	233
Licenses.	
A licensee from an assignee has no greater rights than his licensor	9
A confession of judgment for arrears of weekly payments for a license is an	
admission of the arrears, giving the option to revoke the license is an admis-	1140
sion of the arrears, giving the option to revoke the license	
Sale of patented machine or product.	
A patented product purchased without condition or restriction loses the pro-	
tection of the patent laws, and the purchaser may sell the same in the territo-	100, 245
ry of one having exclusive rights	
The condition attached to the sale of patented cotton ties, "licensed to use	625
once only" is void 623; contra,	04)
The purchaser of a patented machine with separately patented parts has no	245
right to manufacture new parts to replace those worn out	47)
But the purchaser may repair and improve the patented parts	245
Infringement—What constitutes.	
There is an infringement if use of the machine will produce a result in it	641
which would have been an infringement if originally introduced	041
Experimental making and user of patented article is technical infringement	320
Structures are "substantially" the same, if of the same material, thickness, or	112
form, where such condition is important	112
A patent for a horizontally revolving retort does not cover an oscillating retort	440
A device to raise and suspend a finger bar to an angle of 45 degrees is antici-	434
pated by one which raises and suspends the bar in a perpendicular position	דכו

	Page
A change in location of a part, in combination, where no new function is performed, will not evade a patent	123
Superiority of defendant's invention no defense of infringement —Who liable.	329
The board of education and not the city is liable for the use of a patented seat in the city's public schools 464; contra,	506
Carrier of articles made in infringement of patents where he refuses to dis-	631
close shippers is liable for infringement Purchaser of articles known to have been manufactured by infringing machin- ery not liable to injunction or damages	1036
—Preliminary injunction.	
General rules applicable to the granting	708
Effect of laches	683
Infringement enjoined independent of other relief	631
Denied to inventor who falsely described his invention as patented	1008
Previous use by plaintiff not absolutely essential	683
Not granted on a theory not affirmatively supported by affidavits	641
Denied where originality of patent doubtful, but account ordered to be kept pending decision on merits	517
Granted where the patent has been declared valid, and an infringement is probable, unless a bond is given to pay the decree, to keep an account, etc	683
Denied where suit had been pending many months and was nearly ready for hearing, and no newly-discovered ground for writ was shown	903
Refused where infringement not satisfactorily shown	675
Denied where its purpose is to compel a city to award a contract to complainants	708
The question of priority will not be considered on the application, where priority has been declared and acquiesced in for a long time	719
A decree of another federal court sustaining a patent is generally controlling on the application	683, 708
Adjudications of validity by other courts is ground of granting only where infringement is palpable —Procedure.	720
In suits founded on a patent issued to a partnership, both partners are necessary parties	589
Bill alleging fraudulent sale, held bad for multifariousness	589
State statutes of limitation cannot be pleaded in bar of suit for infringement	1048

	Page
Where prior use relied on in defense is by the inventor or under his license,	647
notice is not necessary as to the persons or places	017
Patents and specifications will be liberally construed, but courts will not resort to conjecture	755
Trial of issues of originality and infringement	517
Motion to set aside decree pro confesso, and for leave to answer, denied on	J 1 /
plaintiff's stipulating to limit recovery to a certain amount, being less than ex-	877
pense to defendant of trying issue	0//
On the withdrawal of opposition to a motion for a preliminary injunction,	
plaintiff is not entitled to a decision on the merits	689
	233
Disclaimer at hearing deprives complainant of all costs —Evidence.	433
Prior patent not pleaded admissible to show state of art but not want of nov-	717
elty. A notant is prime feete evidence of the right of the notantee	176
A patent is prima facie evidence of the right of the patentee The prior coth of an inventor as to originality may be appeared to the coth of	476
The prior oath of an inventor as to originality may be opposed to the oath of	329
a witness as to want of originality	176 110
One to be competent as an expert must understand the science involved	476, 448
The burden of proof is on defendant alleging prior public use	450
Party claiming patent should be limited in duration has burden of proof	639
—Bond for damages, etc.	(55
Not required of defendant unless injunction should issue if not given	675
—Accounting.	(01
Accounting for profits, allowance of expenses, etc.	691
Though preliminary injunction denied defendant required to keep an account	517, 675
On bill for infringement where title not disputed, federal courts will refer to master to take account of profits	444
Accountability is not limited to the payment of the royalty required of li-	691
censees Infringer liable for whole profits unless he show affirmatively the extent to	
which instrumentalities and improvements not covered by patents contributed	691

	Page
The fact that defendant could have made the profits realized by the infringement by doing the work in another way is immaterial	691
Complainants are entitled to interest upon profits only from date of final de-	(01
cree	691
Infringement—Damages.	
The court may allow treble what is found by the jury as damages	450
The jury, may allow costs and counsel fees, as damages	450
Various particular inventions and patents.	
Boots and shoes. No. 127,964, for improvement in manufacture of soles and	
heels, held invalid	165
Chime toys. Reissue No. 150,933, held valid	6
Chewing gum. No. 111,798, for improvement, held void	135
Cornshellers. No. 132,128, for improvement, held valid	123
Driven well. No. 73,425 and reissue No. 4,372, held valid	868, 908
Envelopes. Manner of folding and pasting sides, held not patentable	1185
Fire arms. Reissue No. 60 for improvement in locks, held valid	517
Flour. Reissue No. 5,841 for manufacture of new process by purification of "middlings" invalid as broader than original	678
Gauge lathes. No. 53,003, for improvement, construed, and held valid and in-	723
fringed	
Harness. Reissue No. 5,155, for dies for finishing rubber coated mountings, held valid	320
Harness-saddle pad. No. 86.112, for improvement, held valid	717
Hydrometers. Adams' improvement, held patentable	76
Kindling wood. No. 93,775, for improvement, held void	324
Knitting needles. No. 6,025, for improvement, held valid	233
Lantern. No. 50,591, for hinged top, held valid	119
Locks. No. 16,676, for improved keeper for right and left hand door locks,	126
held valid and infringed by Patterson's patent	
Lubricating oil cans. Device for opening and closing spout, held patentable	1192
Paper. Ames' patent construed and held infringed	755
Paper bags. No. 48,036 for improvement, held valid and infringed	1125
Paper bags. No. 137,533. for improvement, held void	1123
Paper bags. Notch in mouth to facilitate opening, held not patentable	1123
Paper bags. Softening upper parts to make pliable held patentable	1125
Pavements. Nicholson patent held infringed by Brocklebank's and Trainer's patent for inprovement	703

	Page
Pins. Slocum's patent for "a machine for sticking pins into paper" and	
Howe's improvement, defined, and held not infringed by Crosby's patented machine	712
Rock drill. Reissue No. 3,690, for improvement, construed and held valid	641
Safes. No. 3,117, for application of plaster of Paris, held valid	112
Seats for public buildings. Reissue No. 21, for improvement, held valid	506
Sieves. Design No. 4637 for flaring rim, held invalid	162
Sieves. No. 106,597, held not infringed	162
Toys. Reissue No. 150,933, for chime toys, held valid	6
Umbrella ribs. No. 39,210, for improvement in tempering, defined and held valid and infringed	673
Window screen, adjustable. Reissue No. 52,726. held invalid as too broad	175
Wood pulp. No. 17,387 defined and held valid and infringed	728, 732
Wood pulp. Nos. 25,418 and 38,901 defined and construed	728
Wood pulp. Reissues Nos. 1,448 and 1,449, for improvement, held invalid	740
PAYMENT.	
See, also, "Debtor and Creditor."	
A note is not per se payment of antecedent debt	483
A note operates to discharge debt if endorsee fails to demand payment and	483
give notice of dishonor	403
Payment during Civil War in Confederate money to agent in southern states	838
of citizen of northern state does not discharge debt	030
Where draft given in compromise of suit is unpaid, suit may proceed	840
The payment of money to the purchaser of property under an unauthorized	
sale for salvage with a reservation of all rights, does not prevent an action for wrongful sale	665
PENALTIES.	
Penal statutes strictly construed	904
Ignorance of the existence of penal statute forms no legal excuse for its viola-	70-1
tion	926
PERJURY	
A false swearing from mistake is not perjury	1032
An indictment will not lie after the repeal of the bankrupt act by act of 1803	1022
for a perjury committed thereunder	1032
Perjury committed in bankruptcy proceedings cannot be prosecuted under	1032
the general criminal law (§ 18) nor will an indictment lie at common law PILOTAGE.	1032

	Page
See, also, "Admiralty."	
A pilot who does not take charge of a vessel until she reaches pilot grounds	285
is only entitled to inshore pilotage	285
Mere wrongdoers or mutineers have no authority to bind the ship for pi-	955
otage	933
PLEADING AT LAW.	
Pleas.	
Plea to merits waives exception to jurisdiction	26
Plea in bar waives plea in abatement	156
Plea to jurisdiction, form, verification, time of filing	156
Plea to merits not allowed to be withdrawn to permit special demurrer	557
Replication.	
Mere narrative statements need no specific reply	326
Replication to plea of statute of limitations setting up agreement not to plead	962
statute	863
Granting leave to put in several replications not an adjudication of their suffi-	963
ciency	863
Demurrer: Exceptions.	
Reasonable presumptions are admitted by demurrer as well as matters ex-	770
pressly alleged	778
An exception that a libel does not state facts sufficient to constitute a cause	(4
of forfeiture is too general	64

	Page
Errors and defects.	
Omission in copy of note filed of indorsement, which is alleged in the decla-	156
ration, is not fatal	130
Issues: Variance.	
In debt on bond, entry of pleadings as "covenants performed," "joined," is	392
sufficient joinder of issue	394
Admission by answer of execution of agreement particularly set out in libel,	326
admits contents	340
In an action for a penalty, where defendant pleads that it is not reasonable,	202
he cannot submit issue of law to the court	393
Variance between proof of by-law of March 27 and averment of March 26	392
PLEADING IN EQUITY.	
Answer should be none the less full because not on oath	326
Waiver by bill of oath in answer is ineffectual unless accepted	778
Answer not sufficiently authenticated unless authority of justice of peace be-	170
fore whom it was sworn is shown	1/0
PRACTICE.	
At law.	
Appearance without bail	338
Court may order causes consolidated or one tried as a test case, where they	902
involve same issues	904
Decision upon a motion has not the effect of a judgment so as to preclude	259
further examination by same court	439
A stipulation to answer judgment waives illegal service of process	43
An oral agreement by counsel made out of court will not be construed on	719
conflicting opinions	/19
After three terms leave to file a new plea compelling plaintiff to suffer non-	1036
suit granted on condition of paying all costs	1030
In equity.	
Suit dismissed for want of prosecution is no bar	635
Bill will be dismissed as to defendants against whom it contains no allega-	800
tions, though they answered	899
Cause may be shown against decree nisi any time during term, and before	£10
other order made	518
Objection to admission of testimony by master, not heard unless testimony	601
and objection are taken down	691
Rule answer in chancery	996

	Page
In admiralty.	C
A foreign consul may appear for citizens of his country to protect proceeds of	100
sale of property for salvage	182
A libel in personam may be filed for the libellant and all others interested	665
A claimant of a vessel will be allowed to change his claim where no one is	1005
prejudiced thereby	1087
An appraisement by an appraiser nominated by the clerk without notice to	= 0.6
the opposite party will be set aside	526
District court in admiralty may deliver property on bail, either in the form of	
bond or stipulation on which judgment may be rendered	527
Where proceeds are prematurely ordered to be paid over, rule to return will	4440
be granted	1113
The claimants and not the libellants will be allowed to bond the proceeds of	4000
a vessel where libellants' claim is denied in the pleadings	1088
The vessel may be discharged on stipulation in its full value where the claims	10.11
for which libels are filed exceed its appraised value	1041
A vessel, cargo, and freight attached on a libel on a bottomry bond will be	
bonded for their full amount, although proceeds of vessel are alone sufficient	1087
to meet the claim	
A married woman will not be accepted as surety on a stipulation in admiralty	1041
Where a libel in rem is dismissed by default the claimant may without notice	1020
enter an order canceling the stipulation and bond	1039
Proctor for libelant is bound by notice to respondent that he would ask only	010
for a decree for costs	913
In bankruptcy.	
Agreements of counsel in bankruptcy must be in writing or of record to bind	70 1
clients	784
PRINCIPAL AND AGENT.	
Scope of power of general and special agents	508
Civil War did not revoke agency in southern states for citizen of northern	020
state	838
Repudiation of agent's act in excess of authority must be within reasonable	7
time	7
Unratified tentative arrangement by agent, not binding	7
Irregularities of agent in disposing of proceeds do not affect title of realty sold	900
by him	899
Agent of undisclosed principal personally liable	512

	Page
One contracting with agent personally may refuse performance where responsibility is shifted to principal	44
Agent in southern states during Civil War of loyal citizen is liable for receiv-	020
ing Confederate money in payment of debt	838
Where a ratification is necessary to bind the principal, agent is not liable to	200
principal for abuse of power	208
Declaration in action for abuse of power as agent must aver that defendant	200
acted as agent	208
Amendment of pleading by principal against agent	838
PRINCIPAL AND SURETY.	
Bond of internal revenue collector not binding as to collections previously made	1160
On the acceptance of a new bond, sureties on old bond are released unless it	505
affirmatively appear that the default was committed prior thereto	585
One having a mortgage securing his acceptances, which he buys up at a dis-	746
count, can only charge such amount against the mortgaged property	746
Verbal condition on signing a bond that certain other signatures shall be obtained, not available in defense unless known to obligee	621
The fact that a prior signature was forged is not available in defense	621
Defenses available against a bond given to secure a debt of another are avail-	
able in action on a note given to extend the time of payment	621
A warrant of distress under Act May 15, 1820, has the effect of a judgment	1147
PRIZE.	
See, also, "War."	
Jurisdiction.	
Jurisdiction and rules of decision in prize courts	799, 808
Prize court must decide the question of prize as to vessel captured and li-	
belled as such though war not declared by congress	799

	Page
What constitutes prize.	
Slaves captured during Civil War are neither prize nor prisoners of war	538
The court must decide what shall be deemed enemy's country in determining	700
the question of prize founded on hostile ownership	799
It is not personal hostility of owner, but his relation to the enemy, which de-	909
termines the question of condemnation as enemy's property	808
Sailing under enemy's license is cause for forfeiture of neutral vessel	524
Captors entitled to freight if goods are carried to port of destination	958
Procedure.	
Construction of Act 1862. c. 50, for better administration of law of prize	808
Where capture is admitted on original evidence, further proof not allowed to	0.55
create doubts	357
Production of evidence by captor	1077
Order and sufficiency of proof—Further proof	958
Practice as to the taking of additional proof in prize cases	811
The rule requiring the master and crew of the prize vessel to be produced as	
witnesses may be dispensed with where there is no means of complying	71
therewith, and secondary evidence admitted	
Proceedings in condemnation suspended to permit production of evidence	71, 965
Evidence showing actual hostile destination of vessel	533
Examination of witnesses confined to persons on board vessel at time of cap-	505
ture	525
Spanish papers found on board an American vessel do not prove double pa-	1170
pers if no other marks of fraud appear	1178
Control and custody of property.	
Vessel proceeded against in prize, when need not be brought before court	206
Jurisdiction may be taken while property captured is lying in foreign neutral	1077
port	1077
Custody of prize pending examination of prisoners taken in her	312
Sale and distribution of proceeds.	
Order to sell cargo, denied when	523
Sale and distribution under decree of prize goods lying in foreign neutral port	1077
Who entitled as within "signal distance" to share in prize money	1120
Rules to determine the vessels entitled to share in the proceeds of a prize	916
Costs, etc.	
Costs, fees, and compensation	992

	Page
Commission of one-half of one per cent. allowed auctioneer on sale of prize cargo	815
Foreign decree.	
A decree of a foreign prize court is conclusive both as to the right established and fact decided	1132
Courts of U. S. will not, for purposes of retaliation, depart from fixed principles of the law of nations declaring decrees of foreign prize courts conclusive	1132
Various cases of condemnation or acquittal.	
Vessel and cargo condemned as enemy's property	226,931
Cargo condemned for violation of blockade	72
Vessel condemned for violation of blockade	206
	201, 211,
Vessel and some condemned for violation of blockeds	303, 305,
Vessel and cargo condemned for violation of blockade	925, 966,
	967, 968
	915, 966,
Vessel and cargo condemned for attempt to violate blockade	985, 1043,
	1058
Vessel and cargo condemned as enemy's property, and for violation of block-	253, 311,
ade	909
Vessel and cargo acquitted of violation of or attempt to violate blockade	524, 525
Vessel and cargo restored as neutral, but without costs	1104
PROCESS.	
Service upon duly-authorized officer of corporation is good though fraudulently concealed by him	465
PUBLIC LANDS.	
The "Donation Act" (1850) is a grant in praesenti, defeasible until conditions performed	97
The patent is only record evidence of the donee's right	97
Upon death of settler or his wife intestate, before patent issues, the estate	0.7
vests in the survivor and children, or the heirs	97
One owning land in trust for another is not a "proprietor" disqualified to acquire right of pre-emption	240
Pre-emptor must actually reside on land until final proof and payment made	240
Right of pre-emption not an interest in land, but only right to be preferred as	
purchaser	240

	Page
Settler's wife dying before completion of residence under donation act has separate property which descends to her heirs	370
Actual settler only entitled to buy portion of quarter section upon which his improvements are made (14 St. 804)	1161
Person without showing right in himself cannot question right of others	240
A junior settler to whom the land office by erroneous construction of law is	240
sues a patent will be decreed to hold in trust for senior settler	
Decisions of land office on questions of fact conclusive, in absence of fraud or mistake	240
A claim under the donation act need not be described by its boundaries	370
Boundaries of Armijo Mexican land grant	1129
RAILROADS.	
Agreement to sell tickets over connecting line in one direction does not give	845
right to sell in opposite direction	043
A contractor's right to possession of road until its completion is subordinate	
to right of trustees of mortgage bondholders to possession given upon default	465
in payment of interest	
Right to foreclose railroad mortgage not affected by provision allowing trustee	363
on default to take possession and operate road	303
Court may allow trustee to file bill of foreclosure, after suit by individual bondholder	363
Individual bondholder may bring foreclosure, where trustee improperly refus-	363
Provisions of railroad mortgage as to foreclosure suit	363
RECEIVERS.	303
The court will not appoint a receiver of a railroad corporation where another	
circuit court having jurisdiction has appointed receivers	281
Default in payment of interest on railroad bonds for which trustee authorized	
to take possession of railroad property and operate it justifies appointment of	465
receiver, regardless of question of insolvency	, ,
Imminent danger of forfeiture of railroad charter and land grant for failure to	
complete road justifies appointment of receiver on application of bondholders	465

	Page
Where appointment of receiver for railroad is not resisted because of con-	465
cealment of service of notice of motion by officer, case will be reopened RECORDING ACTS.	
Act 1766, c. 14, relates to estates at law only	1091
A contract to sell land or an equitable interest therein is not void for want of	1091
an acknowledgment or recording	1091
REMOVAL OF CAUSES.	
Right of removal.	
Act 1875 inapplicable to causes brought in territorial courts subsequently	
made state courts by enabling act	753
Affidavit of prejudice under Act March 2, 1867, not required for removal	
under Act July 27, 1866	511
The right of removal cannot be defeated by the joinder as defendants of citi-	
zens of the same state with plaintiff against whom no relief is prayed	1080
Nonresident defendant may remove if there can be final determination with-	
out resident co-defendant (Act July 27, 1866)	511
Removal of ejectment suit by intervening nonresident landlord—Petition	529
Where a judgment in one suit would conclusively settle the controversy in	
others between the same parties, they are to be considered together in deter-	840
mining the jurisdictional amount	
Time for removal.	
Application must be made at or before term in which cause could have been	752
finally heard	753
Application may be made after new trial granted	253, 892
Proceedings to obtain.	
Petition for removal must state facts showing a removable cause	828
Averment of petition for removal of cause as arising under revenue laws	40
Cause will not be remanded because petition for removal unverified	511
Admission of service of rule to declare waives informality in removal	40
Certiorari and habeas corpus not required for removal	40
State court has no power to delay transfer of cause or review order of re-	253
moval	433
Effect of removal: Subsequent procedure.	
The whole suit, and not a part only, must be removed on a proper case	1080
After removal of cause, judgment as in case of nonsuit may be entered on	40
plaintiff's failing to declare, after notice of rule to declare	70
All rights and defenses under state laws are recognized by federal court	259

	Page
Action removed after issue joined must be tried on pleadings certified from	259
state court	737
Revival.	
See "Abatement and Revival."	
SALE.	
See, also, "Frauds, (Statute of.)"	
A clause in a bill of goods respecting deficiencies is inoperative where con-	512
tract is previously complete	J - -
On a sale by sample exhibited in a sealed bottle, there is implied warranty	512
that the goods correspond with its apparent qualities	J . -
A bill of sale on condition, having been recorded in the town where the pur-	
chaser represented that he resided, though he actually resided elsewhere, is	521
valid as against his assignee in bankruptcy	
SALVAGE.	
Jurisdiction.	
Jurisdiction of salvage cases in Florida	658
Court has jurisdiction in rem notwithstanding salvage services were per-	183
formed under written contract	
Right to salvage compensation.	
Upon recapture or rescue from enemy	958
When a vessel considered derelict or abandoned	928
Successful exertions by crew to avoid impending collision with another vessel	56
not salvage services	<i>J</i> •
Seamen can be salvors only when their connection with the ship is entirely	1043
broken	20,0
A salvor accepting the agency of the property cannot be allowed salvage, but	58
where he acts in good faith will be allowed commissions as agent	3 -
Where different salvors at different times render salvage service, each is enti-	
tled to compensation, though separate service of either would have been unavailing	119
Salvors rendering no service except to receive cargo about to be jettisoned by	283
master to float ship, can claim only against such cargo	403
Awarded for keeping company with distressed vessel at her master's request	464
Not allowed to a passenger who superceded alleged incompetent master and	818
brought vessel to port, facts alleged not being sustained by proof	010
First discoverers and bona fide possessors of a derelict have right to exclusive	762
possession	704

	Page
But they must accept services offered by others where their force is insuffi-	762
cient to save derelict without great risk	/02
To bar a claim for salvage services there must be an absolute agreement to	119
pay a certain sum	
Contract for salvage services will be disregarded if exorbitant or unreasonable	183
or extorted through pressure of impending calamity	
Other compensation.	
Crew assisting salvors by performing extraordinary labor in pumping, allowed extra compensation	991
Salvor entitled to compensation for services performed, though his conduct	
has been such as to forfeit all claim to salvage	665
An owner who was not aboard his vessel when it rendered services to an-	
other in peril and did not personally render services cannot claim salvage, but	1128
is entitled to compensation	
Forfeiture of salvage.	
Licensed wreckers must offer services to vessel in need, though not request-	011
ed	911
Licensed wreckers only entitled to award for pilotage where salvage services	011
resulted from lack of pilotage refused by them	911
Salvor forfeits salvage by neglecting to inform vessel of imminent and secret	665
danger	665
Appropriation of salved property, though of trifling value, forfeits all compen-	989
sation	909
Neglect to produce property resulting from mere thoughtlessness will not for-	989
feit salvage	909
Intoxication of salvors and refusal to work forfeits compensation in part	989
Salvors who at a critical moment refuse to work or embarrass others forfeit	989
all compensation	709

	Page
Compensation forfeited for neglect of duty increasing labors of others should be divided between them	989
Compensation forfeited for wrongful appropriation should be paid to claimants	989
Amount.	
The risk to a steam tug being very light, salvage is fixed accordingly	431
Moiety allowed where value small and property saved from inevitable destruction	991
Award not increased by unnecessary employment by salvor of other vessels	323
Salvors entitled to liberal compensation for saving vessel abandoned by crew notwithstanding incompetency or bad faith by master	978
Salvor only undertakes to exercise ordinary skill and diligence	431
A salvor not guilty of an intentional tort in selling salved property is liable to	665
the owner only for salvage received	
Decree of district court fixing amount controlling on appeal unless error clear-	931
ly shown	252
Salvors allowed 35 per cent of dry cargo and 50 per cent of wet cargo	252
Salvors allowed 25 per cent of cargo saved uninjured and 50 and 60 per cent	596
of damaged portions Salvors allowed on cargo of sugar 27 percent of portion saved dry and 42 per	1077
cent of injured portion	
Salvors allowed \$13,000 on property saved valued at \$70,000	119
Salvors entitled to \$23,500 for cargo valued at \$30,000 about to be jettisoned by master to float ship and received by salvors who stayed by ship and	283
helped at pumps	
Salvors allowed 45 per cent of proceeds of sale of cargo saved from ship	305
burning at anchorage	0 0
Salvors allowed \$2,500 for carrying out anchors for grounded ship worth \$20,000	323
Salvors allowed \$2,600 on vessel worth \$11,000 saved by 20 salvors in 2	070
hours' time	978
Owner awarded \$50 for towing schooner from slip on fire	1128
For towing to place of safety, disabled steam ship worth \$47,000, steam tug	42.1
allowed \$5,000	431
Salvors allowed \$6,000 for bringing into port bring abandoned 50 miles from Sandy Hook, worth with cargo \$30,000	928, 931
Remedies for recovery.	

	Page
Salvage paid by master of whaler acting with prudence and in good faith is a	1043
charge upon the oil binding on the crew	1043
Nonjoinder of the crew in a suit for salvage by the master and owner of the	
salvor is not objectionable, in the absence of personal danger and extraordi-	183
nary hardships	
Pleadings on a libel for salvage	119
Value of goods saved depreciating from time to be ascertained at time of fil-	
ing libel where salvors refused to deliver property to owners and delayed fil-	312
ing bill	
Apportionment.	
Rule where there are separate sets of salvors	312
Where master of salvor sailing on shares	928
Wrecking vessel is deemed to have "arrived," within rule 4 of the Florida	~ ~
district, when within hailing distance, ready to receive and obey orders	57
SEAMEN.	
Contract of shipment.	
Term "voyage" imports a definite commencement and end, and not controlled	1004
by term "elsewhere"	1004
Shipping articles construed as to length of voyage	72
Stipulations in derogation of general rights void unless fully explained and	.
additional compensation allowed	535
Services required.	
Cook may be required to perform service as seaman	472
Seamen not bound to assist in unloading cargo at final port of destination un-	000
less so contracted in shipping articles, or required by custom of port	983
A deserting seaman, who secretes himself on board after another is shipped	4770
in his place, may be required to perform seaman services	472
Conduct of master in respect to seamen.	
Master liable for failure to protect seamen from violence of officers	845
Seamen may be moderately corrected by master	206
To justify punishment for refusal to perform work required, master must	450
show that seaman was capable of performing the work	472
Master not justified in imprisoning seamen in foreign jail for discipline, un-	100/
less there is danger in keeping them aboard	1026
Advice of consul will not justify master in illegally imprisoning seamen in for-	100/
eign jail, or deprive seamen of remedy	1026

	Page
Where master acting in good faith sells effects of seamen separated from ship, it is liable only for amount realized	1060
Wages—Right to.	
Wages fall with loss of cargo and freight	138
In the case of capture, seamen are entitled to wages only to day of condemna- tion	1092
Where freight is earned or damages recovered in lieu of freight, though inadequate, seamen are entitled to wages, except where the recovery is against insurers	1092
Where a portion of a vessel or cargo is saved by extraordinary exertions of seamen a new lien arises thereon for wages, though freight lost	138
Seamen may be disrated for incapacity but are entitled to reasonable wages —Remedies for recovery.	555
Wages are due when vessel is moored at final port of destination, and libel may be filed 10 days thereafter	983
Seamen in whaling service have no lien on the oil for their services	1043
Lien for wages not destroyed by sale of vessel during seizure by customs officers	849
In fixing quantum meruit for wages on whaling voyage, court may consider its unusual protraction and hardships —Deductions: extinguishment, etc.	474
—Deductions; extinguishment, etc. Seamen not liable for board while unjustly detained in foreign jail by master	1026
Under 7 & 8 Vict. c. 112, § 7, there can be no deductions for absences ad-	1020
mitted by seamen, unless noted in log book	72
Agreement to proceed on voyage beyond terms of shipment, good considera- tion for release of claims for deduction from wages	72
In libel in rem by mate for wages, court cannot investigate his conduct while temporarily in command of vessel as master	248
Willful misconduct not imputed to mate failing to rejoin master on island from which vessel is blown by stress of weather	247
Seaman in whaling service seperated from ship without fault entitled to wages and expenses of return to his country	1060
Justifiable discharge for bad conduct forfeits wages previously earned	535
Single act of disobedience, if trivial or provoked, will not justify discharge	535
Seamen are justified in leaving vessel for just fears for personal safety	555

	Page
Seamen unlawfully discharged or required to leave for personal safety from	605
cruelty, entitled to full wages for voyage	00)
Stealing part of cargo forfeits all wages	365
Acquittal of larceny of cargo not conclusive to rebut charge when set up in	365
defense of wages	303
Sale of part of cargo by direction of mate during permanent absence of mas-	849
ter, to procure necessary provisions, will not forfeit wages	01)
SEIZURES.	
See "Admiralty;" "Customs Duties;" "Internal Revenue;" "Prize;" "War."	
It is no abandonment of vessel seized for violation of customs laws to permit	26
her master and crew to navigate to port	70
SET-OFF.	
Not admissible against a demand for taxes	1068
Damages paid by the drawer of a protested bill, being unliquidated, cannot	1139
be set off in an action against him by the acceptor	3,
An order on account of rent accepted by the landlord cannot be set off in re-	
plevin for goods distrained where the landlord produces it cancelled and of-	1106
fers to pay the costs in a suit upon it	
SHIPPING.	
See, also, "Affreightment;" "Bill of Landing;" "Charter-Parties;" "Forfeiture."	
Public regulation: Title of vessel.	
Act 1866, directing issue of enrollment and license, is mandatory. Oath not	52
necessary, and if false without effect	J -
Evidence to prove forfeiture for violation of registry laws as to false owner-	
ship must be taken as a whole, and if it support claimant's case, he need not	52
introduce evidence of ownership	
Person swearing to registry and license of vessel estopped to deny truth of its	161
recitals	101
Exemplified copy of record of naturalization sufficient prima facie proof of cit-	52
izenship	J -
A vessel licensed for the codfishery may be forfeited for engaging in trans-	69
porting goods	0)
Coasting vessel not forfeitable for carrying foreign goods without manifest	606
Title to vessel building, not to be fully paid for until completed and deliv-	28
ered, is in the builder	40
The title to a ship built in the United States for alien residents abroad passes	68
like any other chattel without writing	00

	Page
Admiralty will order sale on application of half owners, on disagreement as to	968
employment of vessel	900
Employment of vessels.	
Where shipper refuses to accept proper bills of lading as tendered, the own-	
er may recover demurrage for delays in unloading caused by want of proper	552
bills of lading	
Vessel is liable for rotting of fruit unduly hastened by stowage which did not	
permit proper ventilation, though bill of lading excepts losses by inherent deterioration	601
Failure to adopt a system of ventilation, the efficacy of which is in dispute,	187
will not render vessel liable for "sweating" of cargo	107
Burden is on libellant to show that injury to goods transshipped not appear-	193
ing externally was caused on board vessel libelled	193
Carriers of passengers bound to utmost care in providing approach to vessel	921
The master.	
Contract of employment of captain construed to give him authority as master	161
Owners are liable for excess of authority used by master or crew of privateer	765
Mate becoming master during voyage not liable on contracts of predecessor	1023
Liabilities of vessel.	
Not liable to stevedore injured by imperfect tackle rigged by master for his	1
own use in unloading	•
Liable for performance of contract for carrying passengers	30, 35
Liable for wrongful but not malicious act of master	30
Liable for short allowance to passenger if master's conduct not malicious	30, 35
Passenger voluntarily encountering a seen danger, guilty of contributory negli-	921
gence	741
Liens—Generally.	
See, also, "Admiralty;" "Bottomry," etc.	
Maritime liens do not depend upon possession	937
A stevedore has no lien enforceable in admiralty	798, 1095
Seller has no lien for materials sold generally to shipbuilder on credit without	28
reference to particular vessel	40
No lien is given by general maritime law for materials furnished towards	1042
building a vessel	1044
—For advances.	
Advances made to relieve vessel in straitened circumstances presumed to be	48
on credit of vessel	'1 0

	Page
Testimony of person making advances to relieve vessel in straitened circum-	48
stances, as to his intent, is admissible	40
Advances to pay a debt which is a lien, constitute a lien	1095
Advances to release vessel from commonlaw attachment in a foreign port, not	1095
a lien on the vessel	1093
No lien upon vessel arises for loans made on pledge of freight	593
—For repairs and supplies.	
No lien arises for repairs or supplies to a domestic vessel	288
Whether vessel foreign or domestic depends upon residence of owners and not enrollment	288
Home port determined by residence of actual owners, irrespective of register and enrollment where material man not misled	404, 405
Right to lien on foreign vessel for supplies, not affected by local legislation	68
—Priority and enforcement.	
Liens of same rank paid out of proceeds in inverse order of dates of creation	607
Seamen's wages preferred to claims of material men	607
A mortgage lien is postponed to maritime liens given either by state or maritime law	402
Liens arising out of contracts of affreightment are inferior to liens of material men, bottomry lenders, etc.	607
Distribution of proceeds of vessel sailing under false colors with fraudulent nationality, as between owner of bottomry bond and mortgagee from fictitious owner	45, 48
Liens for damages by collision are of equal rank with those resting upon the necessities of the ship and hazards of the voyage	607
Consent to release a vessel from custody operates as a waiver of priority of claim as against subsequent libellant	1105

	Page
Decrees of material men with costs should be paid in the order in which li- bels are filed	170
Master with knowledge of mortgage, allowing monthly wages to accumulate, not entitled to proceeds of vessel as against mortgagee	161
Creditor proceeding in rem is preferred to creditor who has not intervened or instituted proceedings until after final decree	607
But where fund still in court, decree may be opened under circumstances which would excuse a default	607
Notes taken for pilotage services must be surrendered up for benefit of claimant on enforcing lien	1100
Liens-Waiver, discharge, and extinguishment.	
Vessel is exonerated from any lien where creditor alone looked to personal responsibility of master or owner	798
Drawing a draft on owner for advances made to relieve vessel in straitened circumstances does not deprive owner of lien.	48
Taking mortgage as security for supplies furnished does not prevent enforcement of lien	1095
Taking a note for supplies no waiver of lien	68
Even from agent, unless principal has settled with agent to his prejudice	68
Lien for materials for construction not extinguished by credit which it is known will expire before completion of vessel	1037
Liens continue during reasonable time for enforcement	178
Claim for pilotage made 6 months after last service performed not stale as against bona fide purchaser without notice	1100
Lien not discharged by the making of a subsequent voyage where prosecution prevented by sudden departure	849
Departure of foreign vessel from state before arrest does not affect either the lien or the remedy	68
A lien in a collision case will not be enforced after change of ownership and delay of 20 months	178
—Under state statutes.	150
Liens given by state laws cannot be enforced by process in rem (Rule 12)	170
Lien on domestic vessel is enforced subject to qualifications and limitations of local law	408
The libel must show that the lien was filed within the time required by the law giving it	1042
Lien for repairs during season on domestic boat making daily trips	408

	Page
Lien arises under New York statute for fuel furnished boat	411
Lien for supplies dates from time when furnished, and not from date of con-	411
tract	411
Act Mass. 1848, c. 290, § 1, gives lien for materials actually used in construc-	1037
tion of vessel	105/
SLAVES.	
Suit for freedom	799
Relief in equity in case of lost manumission	408
Jurisdiction to commit runaway slaves	1045
When entitled to freedom as imported for sale (Act Md. 1796)	596
STATES.	
A state in the exercise of its police powers cannot discriminate against citi-	213
zens of a foreign treaty power	41)
A state cannot be sued in its courts without its consent	93
Appearance of attorney general or district attorney without express authority	93
of law does not give jurisdiction	73
Comp. L. Nev. § 2778, does not authorize the attorney general to appear for	
state generally in actions against officers in individual capacities, so as to bind	93
state	
STATUTES.	
The legislature of Oregon has power to confer on probate courts jurisdiction	132
to compel specific performance by administrator of intestate vendor	192
Ordinary meaning of language is to be presumed to be intended unless it	1068
would manifestly defeat objects of the law	1000
Penal statute takes effect from time of passage when no other time is fixed	926
A later law does not repeal an earlier one unless so clearly repugnant as to	1100
imply a negative	
An action commenced on the day a law is repealed is within a saving clause	924
of all actions commenced before the passage of the repealing act	, , , ,
TAXES.	
Want of uniformity in the application of a tax will not defeat it	1068
Deposits in a Pennsylvania savings bank made by a citizen of New Jersey, not	510
subject to Pennsylvania collateral inheritance tax	3
A savings bank is not liable for the collateral inheritance tax on a deposit	510
therein	J = 0
Auditor's tax deed not evidence of title unless requisitions of law shown to	1187
have been complied with	/

	Page
Effect of Rev. St. §§ 3172-3182, on settlements of income taxes	1086
TERRITORIES.	
The government and laws of the United States do not extend to territory	658
ceded by a foreign power by the mere act of cession	658
The legal status of Florida under the treaty of cession and subsequent acts	658
and the conflicting jurisdiction between federal and territorial courts	
Admission of Colorado as a state and its effect upon the territorial courts and	750
upon cases pending therein at the time of admission	/50
TOWAGE.	
A tug is not a common carrier	10
A tug is bound to the degree of care and skill usually employed by careful	171
navigators	171
A tug is not liable for a tow sunk when in ordinary and proper channel, by	
striking a single rock on the bottom, whose presence was not known to	600
mariners and could not have been known by exercise of care	
The tug must be extremely diligent to render assistance to tow in distress	10
Vessel in tow must keep in proper trim to follow tug, and steer accordingly	431
Tow cannot recover for injury from ice where tug gave due notice of danger	200
and refused to take any responsibility	399
A tug whose master also acts as pilot and engineer is not properly manned	1135
A tug towing in narrow channel encountering blinding snow storm should	1105
anchor	1135
Burden is on libellant to prove negligent performance of contract	171
Liability for injury to schooner by striking on rocks in attempt of tug to wind	171
her by means of an eddy and the current	171

	Page
When tug not liable to vessel in sterntier of tow, injured when leaving dock at night	10
TRADE-MARKS.	
The word "Eureka," first used in a compounded fertilizer, will be protected	429
Use of "Apollinis" with representation of bow and arrow or anchor re-	
strained as infringing trade mark of "Apollinaris" with representation of anchor	1067
TREATIES.	
The right to acquire territory by cession is incidental to treaty making power TRIAL.	658
Counter affidavits on motion for continuance, held admissible	993
Opposing creditor has affirmative of issue on trial of right to a discharge in	
bankruptcy	1016
Complainant in a bill to stay proceedings on a warrant of distress has the	
right to open and close	1147
Opinions of counsel not in practice may be quoted at the bar in court's dis-	1005
cretion	1027
The waiver of an objection should be entered on the record with the objec-	710
tion	719
Additional proofs cannot be produced as to a point reserved for further argu-	10
ment	10
Dates fixed by records of court may be stated to jury as facts	894
Failure to furnish written instructions precludes counsel's objecting to court's	450
statement as to instruction refused	7,50
A verdict upon an issue ordered by a court of equity is not final until adopt-	448
ed by the court	, , ,
Verdict amended in replevin for goods distrained by stating amount of rent	1106
in arrears	
Trover.	
See "Conversion."	
TRUST.	
A deed in satisfaction of precedent debt, under agreement that grantor	374
should have surplus on resale, creates trust only in proceeds of sale WAR.	
See, also, "Prize."	
Alien enemies.	
a and a visuality	

	Page
A British subject domiciled in U. S., though temporarily absent in British	958
territory, is an American merchant	
The trade between Jamaica and Canada not national	958
Blockade and violation thereof.	
Powers of president in establishing blockades, and directing capture of hostile	799
property	1,,,
Owners of vessel, and generally owners of cargo, bound by violation of	1118
blockade by master	
Vessel confiscable for sailing to and running blockaded port under false	180
clearance, after official proclamation	200
Effect of proclamation "relaxing blockade"	533
Capture.	
The president has power to direct the capture and destruction of the property	
of a hostile power making formidable war upon the United States, though	799
war has not been declared by congress	
An animus capiendi, and a submission, constitute a capture, though no prize	357
crew put on board	337
Persons found on board a prize vessel are not subject to order of the court	595
Captors on public armed vessel have no title until distribution	225
Confiscation.	
Books intended for a public library will not be confiscated	595
The law as to conquests and confiscation of enemy's territory and property	808
Illegal trading.	
American vessel loading in enemy's port after knowledge of war declared, li-	357
able to confiscation for trading with enemy	337
Neutrality.	
National character depends upon domicile	958
Property shipped to become the property of the enemy is not protected by	958
neutrality of shipper	750
Claim of neutral will be recognized only where he is in possession with right	811
of retention	011
A neutral having made advances on cargo shipped to enemy correspondents	811
under bill of lading to his own order, has a claim cognizable in a prize court	011
Vessel does not forfeit neutral character by hoisting foreign flag in conformity	1178
to trade regulations	11/0
MILADEACE	

WHARFAGE.

	Page
An Erie canal boat employed about New York harbor is not a boat "navigat-	987
ing the canals of this state" within Act N. Y. May 6, 1870	90 /
WILLS.	
The common-law distinction between wills of realty and wills of personalty	102
does not obtain in California	102
The custom in California under the Mexican government authorizing two	102
witnesses to a will, operated as a repeal of the law requiring three witnesses	102
The title of office added by a ministerial officer attesting a will may be disre-	102
garded, and he be considered an attesting witness	102
Witnesses ignorant of language in which a will is drawn, not interpreted, are	102
incompetent	102
An unprobated will executed in California under the Mexican government is	
not a nullity, and its due execution may be proved to sustain title to property	102
thereunder	
A will is to be construed under the law as existing at the time of testator's	158
death	130
Devise of property in Third street may be explained to mean property in	486
Fourth street	400
Proceeds of mortgages identified in lands will pass under a devise of "pro-	621
ceeds" of such mortgages which were foreclosed before testator's death	621
Devise construed to give a fee simple conditional and not a fee tail, and rules	16
by which such devises determined	10
Vested and contingent remainders, how determined	1170
Annuities charged on real and personal estate will be paid out of personalty	521
if there is sufficient to pay both annuities and legacies not specially charged	341
Otherwise the legatees will be subrogated to annuitants already paid out of	521
personalty	J41

	Page
WITNESSES.	
Wife of bankrupt is competent as to facts affecting his estate	831
Neither the inventor nor a person interested in a patent if issued are compe-	1072
tent in an interference case	10/4
Rule as to privileged communications does not extend to student in attorney's	899
office	
Attorney of bankrupt cannot add to his oath as a witness reservation as to	82
privileged communications	