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Nineteen per cent, awarded on \$123 000 worth of cargo saved by 152 men working 13 days	917
Forty-seven per cent, awarded on cargo saved, valued at \$29,153	523
Fifty-five per cent, allowed where sugar was saved from hold of abandoned vessel by great labor	994
\$2,500 allowed for piloting vessel, worth, with cargo, about \$150,000	995
\$4,500 awarded where the vessel saved was worth, with cargo, \$70,000	859
\$5,400 awarded for placing navigator aboard a vessel valued, with cargo, at \$95,000, found in the middle of the Atlantic without a navigator	1108

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\$10,000 awarded to a vessel valued, with cargo, at \$242,000, for towins into port vessel valued, with cargo, at \$244,000, in favorable weather, and by a loss of four days' time	609
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Wrongfully withholding suitable medicines from a seaman, or wrongfully setting him ashore in a foreign country, are violations of the contract	763
Seamen discharged at the home port, without payment of any portion of their wages, the amount of which was not disputed, held entitled to recover double pay for 10 days, although their suit was brought within 10 days from the discharge. (Act June 7, 1872.)	172
<b>The contract of shipment.</b>	
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The contract must be in writing where the vessel is engaged in a general coasting and trading voyage between ports in different states. (Act July 20, 1890.)	926

Where the seaman ships on such a voyage on oral agreement, he is entitled to the highest rate of wages paid at the port of shipment	926
Where a seaman ships on a general trading voyage without limitation of time or a fixed terminus, either party may put an end to the contract at pleasure, where the time or circumstances are not particularly inconvenient or injurious	926
Parol evidence on the part of a seaman is admissible to vary or contradict the shipping articles	1104
A stipulation not to demand wages before a certain time is void where the service is completed, or the seaman discharged, before the expiration of that time	1104
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By the law maritime, a mariner, by an agreement understandingly made in a proper case, may waive his lien	643
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Seamen are competent witnesses for each other in suits for wages earned on the same voyage	1104
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Proper boundaries of Cumberland county, in New Jersey, on the Delaware river 546

**STATUTES.**

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Persons will be charged with a violation of the penal provision of trade laws, of which previous notice is not brought home to them, only from the time they are received by the collector of the district 620

Both the title and preamble of a statute may be considered in its construction in doubtful cases 501

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**TAXATION.**

A state legislature has no authority to authorize taxation in aid of private enterprises 221

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The purchaser from a person holding only a tax title has the burden of maintaining that such title extinguished the patent title, which, as to him, is an adverse claim 1014

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A trade-mark is infringed, no matter how vague the resemblance, if the imitation is so close that the purchasers, exercising ordinary caution, are liable to be misled 341

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Delay in making the application is no bar to a preliminary injunction, although it may preclude complainant's obtaining past profits 341

#### TRESPASS.

Either actual or constructive possession, as well as general or constructive property in a thing, at the time of the injury, is essential to maintain trespass or trover 546

#### TRIAL.

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The construction of unwritten laws or usages of foreign countries, when duly proved, is for the court 336

The court may give an opinion upon the weight of evidence 336

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Either a verdict or judgment cures a defective venue 823

A verdict for a specific sum in debt for a penalty, where the statute gives the double value, is to be considered as the double value, unless the contrary appear 892

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for single damages, unless the contrary appear, and the court will double or treble them; but a verdict may be found for double or treble damages 892

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General property in the goods without actual possession, is sufficient to maintain trover 449

An agreement to sell and transfer goods seized and held as a distress for rent due from the vendor will transfer the general property 449

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A trustee whose title is derived solely by act of the law cannot sue in another state without having his appointment repeated by the local tribunal 1007

A trustee deriving title from a will must prove the will in the local jurisdiction before suing to recover a trust fund in the hands of a person therein 1007

The burden is upon a trustee for creditors who claims that a purchase by a cotrustee in his own name, on a sale to enforce payment of a judgment recovered by the trustees, was made by the cotrustee as trustee, to show that fact 1055

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**USURY.**

Where notes drawn, dated, signed, and indorsed at Philadelphia, where the drawer and indorser resided, were delivered and discounted in New York at a rate of interest which rendered the notes void for usury under the New York law, the indorser is not liable 333

A charter silent as to the effect or penalty if more than the charter rate of interest be taken, renders a contract void only as to the excess of interest stipulated 1179

The acceptance of a greater rate of interest than allowed by the law of the state renders a national bank liable to pay back twice the amount of interest paid 827

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**VENDOR AND PURCHASER.**

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The vendor is bound to make and tender the deed 470

Where, through negligence, the vendor cannot compel specific performance, the vendee may disaffirm the contract, and recover back the money paid. A demand for a deed is not necessary 470

A tract of land supposed to contain sixty million of timber was found to contain but five million, there being a mistake in the exploration. <i>Held</i> , that the conveyance must be rescinded, and the purchase money restored	1151
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A purchaser under a contract for a deed is not protected as a bona fide purchaser, though he has paid the consideration	1014
One making payment of purchase money in Confederate notes in a Confederate state during the Rebellion is not a bona fide purchaser for value, entitled to equitable protection or relief in the federal court	1088
The lien of a judgment creditor without notice, in Texas, is superior to the unrecorded deed of a vendee of the judgment debtor	1109
The lien of a bona fide mortgagee is superior to the unrecorded deed of a vendee of the mortgagor	1109
A deed of lands to a purchaser without notice, duly recorded, cuts off any claim thereto founded on a resulting trust	1109
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The rules of the common law in cases of alien enemy do not apply with the same rigor in courts acting under the general laws of nations	778
An alien enemy beneficially interested in a suit cannot support it in the name of a neutral trustee unless the subject-matter arises out of a trade licensed by the government in whose courts redress is sought	778

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Contracts made with an alien enemy are lawful if arising out of the trade carried on under license of the government, if the enemy be in the hostile country by license of the government, or if the contract be a ransom bond	781
Contracts made by prisoners of war, in the enemy's country, for subsistence, are binding	781
A vessel may be hypothecated by the master in an enemy's country for money advanced to return to the home port	781
Contracts made for equipping and fitting a cartel will be enforced in the courts of either belligerent having jurisdiction	778
<b>Confiscation.</b>	
A belligerent has the right to take such course, and impose such conditions, with regard to the confiscation of enemies' property, as it sees fit	270
The constitutional provision that "no attainder of treason shall work corruption of blood or forfeiture, except during the life of the person attainted," does not apply to the confiscation of rebels' property. (Act July 17, 1862.)	270
A proceeding under the confiscation act (July 17, 1862) is not a criminal proceeding	270
Such proceedings are in rem, conforming to proceedings in admiralty or in revenue cases, according as the seizure is on water or on land	*270
Issues of fact raised by the claimant of land or property seized on land are to be tried by jury	270
When no answer is filed, judgment by default may be taken, and the court may proceed to ascertain the material facts in the case ex parte and without a jury	270
On intervention by a third person setting up some charge or lien, collateral proceedings may be taken	270
Intervention proceedings in proceedings on confiscation of land, setting up a lien on property, may be reviewed by appeal	270
A charge of defendant's acts of service under the Confederate States, in the alternative, in the libel of information, will not support a confiscation decree	270
A sale under a decree of confiscation, where the court has jurisdiction, will stand, though the decree be reversed for error	270
<b>Contraband of war.</b>	
In what cases provisions are contraband	210
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hostilities against another belligerent; and in such case the vessel employed is not entitled to freight	
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But interest does not cease where the creditor remained in this country, or had an agent here authorized to receive payment	282
The president's proclamation, issued under authority of congress, declaring the inhabitants of certain states in rebellion to be in a state of insurrection, and forbidding all commercial intercourse with them, suspends suits in federal courts until after re-establishment of loyal government	987
The circuit court of the United States has no jurisdiction in trover for the seizure and conversion by a military officer of the United States, while in an insurgent state, of property belonging to a citizen of that state. The right, if any, is against the government	461
Instructions of the secretary of war <i>held</i> acts of the president, within Act March 3, 1863, relieving persons from acts done during the Rebellion under the order of the president	876
Article 70 of the articles of war, limiting the term of confinement of officers and soldiers, applies solely to confinement preliminary to trial	527
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An act of the insurrectionary legislature of Georgia abolishing the vendor's lien is valid and binding	412
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Letters of credit given to a Confederate agent to enable him to prosecute his mission abroad in aid of the Confederate government are void as in aid of the Rebellion	270
Loans made in France by a citizen of France to a Confederate agent are valid when not knowingly made for the purpose of carrying on hostilities against the United States	270
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#### WATERS AND WATER COURSES.

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**WHARVES.**

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A will does not take effect upon an after-acquired estate; and any alteration of the estate of the testator in the premises after a specific devise works a revocation of the will 627

A conveyance accompanied by a deed of trust in favor of the grantor works a revocation of a previous devise of such property to the grantee 627

A determination that certain premises are not within the operation of a will may be made without questioning its validity or its probate 627

A devise over to the survivor or survivors of such as should die without issue, in a case of devises to several grandchildren, *held* to cut down a fee simple absolute, previously devised, to a fee simple conditional, or to an estate tail 749

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A surety in the administration bond is a competent witness for the administrator plaintiff 730

An assignee of a patent is incompetent to testify for the patentee on an interference 806

In an action on a bill of exchange, plaintiff’s indorser is not competent to prove that the bill belonged to him 872

A partner upon whose individual check firm moneys have been paid, and who has been released from all liability by the other members of the firm, is not a competent witness for the bank in an action by the partnership 492

A head clerk of a party is not privileged to refuse to testify for his adversary because standing in confidential relations to his employer 597

A communication relating to the perpetration of a crime by the counsel is not privileged	41
If plaintiff examines his attorney as a witness, he waives his privilege, and upon cross-examination he is bound to answer generally	824
A witness examined before a commissioner in bankruptcy proceedings cannot refuse to answer a question which may subject him to no other injury than one of a civil nature	1150
A subpoena in a civil suit need not be served by a marshal or his deputy	952
A witness is entitled to fee only for the days of actual attendance, and not for the days on which he was ready to attend	747
The clerk's certificate is only prima facie evidence of attendance before the register. The register's memoranda of entries may be used to prove the proceedings	747
Fees of witness attending court on request of a party, without the actual service of a subpoena, may be taxed	952

#### WRITS AND NOTICE OF SUITS.

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A person temporarily residing at Honolulu as United States commissioner to the Hawaiian government is a nonresident, and may be served by publication under Code Or. § 30, subd. 3	138.