INDEX.	
[The references are to pages. The asterisk (*) indicates that the case has been reve	ersed.
7FED.CAS.	
7FED.CAS.—76	
7FED.CAS.—77	
ACCOUNT STATED.	
	Page
Equity may open the settlement of accounts between merchants having extensive	- 450
and complicated dealings, for the purpose of correcting errors therein	1187
ACKNOWLEDGMENT.	
The certificate of acknowledgment of a deed or mortgage is not conclusive in Min-	
nesota as to the facts stated therein	1118
ADMIRALTY.	
Jurisdiction—In general.	
The remedy at law on an average bond given on a jettison of goods does not de-	
prive admiralty of jurisdiction	697
—Persons and property.	
Courts of common law have a jurisdiction concurrent with the admiralty over mar-	
itime contracts	418
Though both the American and English maritime courts may have jurisdiction over	•
actions between foreigners, such actions will not be entertained except where nec-	134
	134
essary to prevent a failure of justice	
—Waters and places.	
Admiralty has no jurisdiction of a contract for the navigation of a boat on the Erie	120
canal from Albany to Rochester, and back to Albany and New York	
Goods taken by pirates, and sold upon land, may be recovered from the vendee by	192
suit in the admiralty	
Admiralty has jurisdiction in the case of salvage for a retaking on land of property	192
captured by pirates	
Rights and controversies.	<b></b>
Admiralty jurisdiction is generally determined by the subject-matter	144
Admiralty has jurisdiction over all maritime contracts, wheresoever the same may	418
be made or executed, and whatever may be the form of the stipulations.	
Such jurisdiction includes all contracts which relate to the navigation, business, or	144
commerce of the sea, and the building, repairing, or supplying of vessels	
A policy of insurance is a maritime contract, and therefore of admiralty jurisdiction	418
Admiralty has general jurisdiction to enforce all maritime liens	112,
• •	1085

A claim for wherefore is not a maritime lieu enforceable in admiralty	Page
A claim for wharfage is not a maritime lien enforceable in admiralty  Admiralty has jurisdiction over a bottomry bond given by the owner in a home	413
port, where there is an express pledge as security	1032
Admiralty has no jurisdiction to enforce specific performance of an agreement relat-	
ing to maritime affairs	112
Admiralty has no jurisdiction to enforce a mortgage upon a vessel where the mortgagee is out of possession, nor to enforce the payment of freight to the mortgagee	345
The surrender or avoidance of a mortgage of a vessel on the ground of laches will not be enforced in admiralty. The remedy, if any, is in equity, after the disputed	299
rights are settled at law	
Admiralty has no direct jurisdiction over trusts or accounts, although they may relate to maritime affairs	112
Admiralty possesses exclusive jurisdiction to ascertain who are the captors in a prize ease	2
Admiralty has jurisdiction of a libel on a charter party under seal for freight due,	1085
where no penalty is demanded	
Shipowners have a lien on goods for freight due for maritime transportation, en-	1005
forceable in admiralty by libel in rem, whether the contract is by bill of lading or	1085
charter party	
Where the charter party gives the charterer the possession and control of the ship,	1005
it is a letting of the ship, and not a contract of affreightment, and the owners have no lien on the cargo for the stipulated price	1085
A contract for the use of a barge at a stipulated rate is cognizable in admiralty, and a libel may be maintained against the steamboat using it	678
Admiralty has jurisdiction of a libel by owners against the master for satisfaction of the damages sustained in consequence of a wrongful capture made by him	294
Admiralty has jurisdiction over all torts and injuries committed upon the high seas, and in ports or harbors within the ebb and flow of the tide	418
Procedure.	
A court of admiralty is not restrained from doing substantial justice by mere forms or technicalities	616
ADVERSE POSSESSION.	
The statute of limitation can only run against the legal title	1135
AFFREIGHTMENT.	00
See, also, "Bill of Lading"; "Carriers"; "Charter Party"; "Demurrage."	

	Page
The condition, "privileges of lighting and reshipping," authorizes the vessel to re-	
ship as its interest or convenience may advise, and imposes the duty to do so when necessary and practicable	931
Such condition does not authorize reshipping before the voyage has been commenced by the original vessel	931
Lighterage does not apply to overloading at the commencement of a voyage	931
A carrier receiving goods improperly packed is bound to stow them with reference to their condition	16
The carrier is not liable for a loss of part of the cargo on the pier after actual receipt by the consignees of all the cargo shipped, and their verification thereof by weighing	698

	Page
When sued for freight, the owner may offset damages cause by improper stowage	337
The ship is not liable for a loss caused by bad stowage, where the goods were stowed by stevedores employed, directed, and paid by the shipper	633
The vessel is entitled to recover the amount of freight shown by the bill of lading, in the absence of proof that she did not deliver all the cargo that was received	354
The master on a tender of freight at the ship, may take a reasonable time to ascertain the correct amount from the consignees of the ship, but cannot, in the meantime, order the goods to be stored at the expense of the owner.  APPEAL AND ERROR.	633
An appeal lies from a decree of the district court refusing an order for the sale of a vessel on an application by one of two equal part owners	174
An appeal will not lie to the circuit court of the District of Columbia from the judgment of a justice of the peace on a trial by jury	30
The vessel libeled is not under the control of the district court after an appeal from its decree.	174
Where the record states that the jury were sworn, it will he presumed that the proper oath was administered to try the case before the court	707
A decree will not be disturbed on appeal as against evidence, where the evidence is conflicting and the preponderance is doubtful	192
Allowances for salvage services will not ordinarily be disturbed upon appeal On affirmance of a decree for libelant in a collision case, the decree will be entered	393
for the amount of the loss at the time of the loss, with interest from such time, and for costs in the district court, without interest thereon	
An executrix may appeal from the orphans court to the circuit court of the District of Columbia without giving security	460
The bond is waived by an appearance and failure to object, and the want of it does not affect the jurisdiction	707
Where an appeal bond is defective, a new one may be filed at any time before the case is finally acted on, and the appeal will not be dismissed	350
A bond with security is a substantial compliance with the statute requiring a recognizance	350, 998
Sureties on an appeal bond <i>held</i> absolutely fixed without ca. sa. or any step against the principal on his failure to prosecute the appeal with effect	998
When bail become fixed, they cannot be discharged from liability, either by the surrender, bankruptcy, or arrest of the principal on a ca. sa	998
Debt is the proper action on an appeal bond or recognizance, but by the common- law rule the plaintiff must sue all, if living, or one, and not an intermediate number	998

	Page
APPEARANCE.	
A corporation does not waive an objection to jurisdiction by appearing and plead-	222
ing, by attorney, to the jurisdiction	333
An appearance, after decree rendered for the mere purpose of moving to strike the	
case from the docket on the ground that no process had been served, will not vali-	923
date the decree	
Where an unincorporated association of persons sued in the association named	
waive process, and appear and answer without objecting, they cannot afterwards	348
raise the objection that it was improperly sued	
ARBITRATION AND AWARD.	
See, also, "Reference."	
The submission of a controversy to arbitration by an attorney binds the client	490
When the terms of submission to arbitration are uncertain, parol evidence may be	
given of the controversies submitted	200
An arbitration award is conclusive as to the parties thereto, and can only be avoid-	
ed or vacated for fraud or gross misconduct	490
The reservation in a submission to referees of the right to move to set aside their	
report takes away its character of a submission to arbitration; and an agreement for	
a cognovit for the amount of the report will be deemed to refer to the amount as fi-	. 490
nally settled by the court	
Mistakes of law by arbitrators, or errors of judgment by them on the evidence, can-	100
not be reviewed or rectified	490
ARREST.	
Defendant may be arrested to compel his appearance on the return day of the writ.	
(Act June 17, 1844.)	579
ASSIGNMENT.	
An assignment of a claim made to an agent, to enable him to collect it in his own	
name, held an absolute assignment of so much of the claim as the agent was enti-	990
tled to retain as agreed compensation	
ASSIGNMENT FOR BENEFIT OF CREDITORS.	
One to whom partners have become individually liable may, on an assignment of	
their individual and firm assets, prove the claim against their separate estates and	1055
the surplus against their joint estate after payment of their joint debts	
ASSOCIATIONS.	
The members of an insurance association are bound by the act of the majority, un-	20/
less there be some restriction in the articles	306

	Page
Individual members of banking associations, who employed a laborer, <i>held</i> liable to a suit at law by him, irrespective of articles of association  ASSUMPSIT.	112
Indebitatus assumpsit will lie against a corporation aggregate upon an account stated by their treasurer, without examining him as a witness  ATTACHMENT.	131
An attachment under Act Md. 1795, c. 56, will not lie for a debt under \$20.	746
In an affidavit to obtain an attachment under such act, it is not necessary to state the plaintiff to he a citizen of the county of Washington, D. C.	324
Such affidavit may be made by one of the copartners, and need not state that he is the acting partner, nor that the other partners were absent	1048
Two non ests <i>held</i> to be requisite for the issuing of an attachment.	1031

	Page
The proceedings upon attachment, upon an assigned cause of action, must be in	
the name of the legal plaintiff; and all the requisites of the statute must be com-	191
plied with	
The bill cannot be taken for confessed for nonappearance in a chancery attachment	304
if the subpoena be served on the principal without an affidavit and publication.  ATTAINDER.	
The husband need not put in a claim for his wife to protect her rights in property	271
forfeited as belonging to him	371
The legal estate will not be allowed to be set up to bar a fair purchaser of the equi-	. 271
table interest forfeited under the law.	371
ATTORNEY AND CLIENT.	
An attorney may confess judgment for his client in an action on contract	490
An attorney is not privileged from disclosing facts relating to his client's cause not	899
confided to him by the client.	099
AVERAGE.	
To make a case for general average, the property saved and the property sacrificed	
must he exposed to a common danger. The sacrifice of a part must contribute to	376
the saving of the residue, and must be voluntary	
The owners of the vessel and the cargo saved must contribute where a part of the	697
cargo is jettisoned for the safety of vessel and passengers	09/
There can be no contribution for damage caused by the common danger to which	276
both ship and cargo are exposed	376
BAIL.	
Act July 17, 1862, giving the courts authority, in their discretion, to impose fines	
and imprisonment, instead of death, as punishment for treason, makes the offense	63
available	
The material parts of the obligation and the condition in a recognizance should be	700
set forth in the body, so as to admit of extension, consistently with its terms	708
In an action on the recognizance, it must be clearly proved that the party was called	709
and warned, and neglected to appear	708
A material variance between the warrant and the recognizance set forth in the dec-	700
laration and those given in evidence is fatal	708
Bail required in slander, when	1031
To hold the defendant to bail in debt on a bond, the bond need not be produced	240
until oyer demanded, if there be a sufficient affidavit of debt	240
A defendant discharged under a state insolvent law may appear in the district of	111
Columbia, and discharge an attachment, without giving special bail	141

	Page
The court will not decide upon the merits, on a motion to appear without bail BANKRUPTCY.	240
Operation and effect of bankrupt laws and of proceedings thereunder.	
All the property and assets of the bankrupt are considered in custodia legis from the filing of the petition. (Act 1867.)	103
The petitioner's property remains subject to execution until the adjudication. (Act 1841.)	1150
In voluntary petitions the rights of the bankrupt to the disposition of his property cease on the filing of the petition, but in involuntary petitions only upon the adjudication	703
A bankrupt court, which first takes jurisdiction by ordering a sale of mortgage premises discharged of liens, thereby ousts the state courts of jurisdiction to fore-close the mortgage	570
Though notes secured by a deed of trust mature before the adjudication, the bank- ruptcy court has custody of the estate, and the trustees cannot foreclose or sell without its consent	912
A sale by the trustee on direction of the creditor, without permission of the bank- ruptcy court, will be set aside on application of the assignee	56
The district court in bankruptcy <i>held</i> not to have the power to issue an injunction to stay the process of a state court	1150
The enforcement in a state court of a valid lien attaching before the commencement of the proceedings in bankruptcy will not be restrained by the bankruptcy court on the ground of a probable sacrifice of the property	881
The jurisdiction of ordinary tribunals over suits against the bankrupt is not impaired by an adjudication in bankruptcy, and their judgments are valid in the absence of interference by the bankruptcy court	58
The bankruptcy court has no power to discharge, upon habeas corpus, a bankrupt who is <i>held</i> under arrerst upon state process in an action of tort in obtaining the possession of goods, under color of a contract, by false and fraudulent representations	563
Evidence cannot be received to contradict the declaration, and to show that no such cause of action really exists as is therein set forth	565
A creditor not allowed to apply to a state court for an order directing the payment, out of the estate in the hands of a voluntary assignee, of referee's fees incurred in an action in the state court	1180
The taking possession by a marshal, under warrant in bankruptcy, of alleged property of a bankrupt, of which plaintiffs in replevin had obtained possession, is not a	26

	Page
case of conflict between the marshal and the officers of the state court, and summary relief will not be granted	
A sale of the debtor's land on an execution levied after, though the judgment was	
entered before, the filing of the petition in bankruptcy, will not pass title as against	103
the assignee	
The court has no jurisdiction to make an adjudication against one who was an in-	
fant at the time of filing the petition; and a petition by the bankrupt, after he comes	513
of age. for a confirmation of the proceedings, cannot give jurisdiction	
A proceeding to have a debtor adjudged bankrupt is a civil, and not a criminal,	262
proceeding	363
Register—Powers and duties.	
The register has power to take affidavits and depositions at any time after petition	201
filed	291
The register has power to make a valid adjudication in an involuntary case where	262
the alleged bankrupt has made default.	362
Commencement of proceedings—Voluntary bankruptcy.	
A voluntary petition in bankruptcy need not allege the insolvency or dissolution of	705
a firm of which petitioner was a member	785
A bankrupt to whom a discharge has been refused, and who has contracted new	1092,
debts, may file a new petition	1104

	Page
The authority of the other of a corporation to file a petition in bankruptcy cannot be disputed in a collateral proceeding	164
A contumacious resignation by officers of a company cannot prevent the company from filing a petition in bankruptcy authorized by the majority shareholders Commencement of proceedings—Involuntary bankruptcy.	164
Since Act June 22, 1874, a corporation cannot be subjected to compulsory bank- ruptcy upon the petition of a single creditor	553
When two distinct matters, each of which contains a good cause of action or defense, are alleged conjunctively, it is enough if either of them be satisfactorily proved	1108
—Acts of bankruptcy.  A failing debtor who gives a preference to a part of his creditors commits an act of bankruptcy	1108
A debtor suffers his property to be taken on legal process where, knowing that a debt is past due or being insolvent or contemplating insolvency, he refrains from voluntary bankruptcy, and his property is taken on legal process	651
An intention in law to give a preference is conclusively shown from a levy which operates as a preference, suffered by a debtor, insolvent or contemplating insolven-	651
cy The giving of a confession of judgment does not of itself raise a presumption of in- solvency	651
The fact that a confession of judgment was signed by only one member of the firm will not impair the effect of the judgment in determining the question of bankrupt-	651
The fact that the debt paid was a fiduciary debt, and that the creditor pressed for payment, will not prevent the payment's being an act of bankruptcy	651
The return to the seller of a piano ordered for a customer who refused to receive it made pending the negotiations for an extension of time on business paper, <i>held</i> not a preference nor an act of bankruptcy	
A sale of a stock of goods, not made in the usual and ordinary course of business, is prima facie evidence of fraud. (Act 1867, § 35.)	291
A sale of a stock of goods at night, without invoice, for cash, <i>held</i> not made in the ordinary course of business	109
A trader is insolvent (Act 1867) when he is unable to pay his debts as they fall due in the ordinary course of business	651, 1021, 1078
Failure to pay a single debt when due is not sufficient to establish insolvency	1078

	Page
A firm is insolvent, within the meaning of the act, if, at the time the sheriff appears with an execution, it is unable to pay its debt to the judgment creditor in the ordinary course of business	651
The ordinary course of business does not mean an ability to turn out goods or other property to pay one debt, without leaving in the debtor's hands assets to provide for other debts as they become due	651
If a debtor, at any time, from the state of his circumstances, contemplates that he will not be thenceforth able to pay his debts as they mature in the ordinary course of business, he contemplates insolvency	651
A suspension of payment of commercial paper for 14 days, where the debtor subsequently obtained an extension of time from all but one creditor, <i>held</i> not an act of bankruptcy	776
The fact that the debtor ceased to be a trader before the period of suspension of payment of his negotiable paper is no defense	109
The suspension of payment must be shown to have been fraudulent	50
An order of arrest in a civil action, where defendant immediately gave bail and was not lodged in jail, though it remained in force for more than seven days, is no ground of adjudication	50
The giving of a mortgage by an infant is not an act of bankruptcy, as it is subject to the infant's election to affirm or disaffirm it after coming of age	513
The verdict on a question as to an act of bankruptcy will not affect the question of the right to recover back the property transferred, or a right to a discharge	651
The bankruptcy court has the same power over verdicts of juries in bankruptcy cases as courts of common law	363
Schedule.  A schedule of real estate which states the county and town in which the property is situated, together with the name of the grantor, is sufficiently accurate Adjudication.	785
Mortgagees in a chattel mortgage given by an infant may petition to vacate an adjudication in bankruptcy against the mortgagor, made in proceedings on a petition filed before the mortgagor came of age	513
Assignment.  It is not essential to the title of the assignee that the assignment to him by the register should be recorded within six months from its date	103
Assignee—Appointment and removal.  A creditor holding security, although he has proved his debt as provided in Act 1867, § 22, cannot vote in the election of assignee	49

	Page
The court will not sanction the election of an assignee who makes it a regular business to solicit creditors' votes	802
The court exercises a judicial discretion in affirming or refusing to affirm the action of creditors in the removal of an assignee. (Act 1807, § 18.)	572
Assignees will not be removed on the vote of majority creditors who were all parties to transactions which the assignees were seeking to impeach.	572
—Powers and duties.  The assignee is not empowered to compound all doubtful debts with the consent and approbation of a committee of creditors	657
Meeting of creditors.  Notices of the first meeting of creditors must be served, and the publication completed, before the commencement of the 10 days immediately preceding the return day of the warrant. (Act 1867, § 11.)	563
Where there was no proper publication and service of notice of the first meeting of creditors, the register may adjourn the meeting, from time to time, to permit the same	563
The register has no power to adjourn a meeting of creditors by letter, or otherwise than by attending the meeting at the time and place designated for its assembling	675
The fact of prevalence of yellow fever in the district does not alter the rule Property of bankrupt—What constitutes.	675
A draft drawn by the bankrupt, not payable out of any particular fund, is not an assignment of the money in the hands of the drawee before acceptance	674
The seller of goods purchased by an insolvent without intent to pay therefor may recover them as against the purchaser's assignee, if he can identify them, and exercises his right within a reasonable time	883

	Page
-Possession and custody.	
Bankrupt will be committed for contempt in failing to pay over money returned in the schedule as "cash on hand"	1069
The prior possession of a receiver in a mortgage foreclosure cannot be disturbed by	,
the bankruptcy court	164
Exemptions.	
•	
Act March 3, 1873, only allows the exemptions granted by state laws in 1871, as	702
against judgments of state courts when such judgments are rendered after the pas-	703
sage of such act	
Congress, in adopting the exemption laws of a state as part of the bankrupt law,	1166
cannot dispense with any of the limitations imposed by that law	
Act March 3, 1873, in so far as it attempts to exempt property specified in the state	4 44.
laws in a different manner or with different effect from that of the laws themselves,	1166
is in violation of the constitutional requirement of uniformity	
Act March 3, 1873, so far as it is declaratory of the meaning of the act of June,	703
1872, <i>held</i> null and void	
The right of exemption must exist, if at all, at the date of the commencement of	1166
proceedings in bankruptcy	
Under the laws of Kentucky an exemption of land cannot be allowed as against	1166
debts contracted before its acquisition	
In Kentucky, an undivided interest in land on which there are no improvements,	
appurtenances, or dwelling houses, although the bankrupt has expressed an inten-	1166
tion to make it a homestead, will not be allowed as exemption	
The bankrupt may retain all his necessary household and kitchen furniture exempt-	61
ed by the state law from forced sale. (Act 1867, § 14.)	
Both the right to a homestead and dower in land revive where the conveyance is	
set aside as an illegal preference under the bankrupt law, or is surrendered by the	545
creditor	
—Liens.	
A lien must have existed at the commencement of the proceedings to be recog-	625
nized by the bankruptcy court	
A lien by attachment is preserved by the act of 1841, equally with the lien by judg-	1001
ment	2002
In the absence of fraud or collusion, a sale on execution of property seized before	
the filing of the petition which had been attached before the alleged acts of bank-	1001
ruptcy by mesne process will not be restrained. (Act 1841.)	

	Page
An attachment within four months of the commencement of bankruptcy proceedings gives no lien	52
A lienor whose lien expires by limitation between the order of sale of realty discharged of liens and the actual sale is still entitled to share in the proceeds of sale A lien attaches, under the New Jersey mechanic's lien law, as of the time the labor	179
is performed or materials furnished, which will be enforced by a court of bankruptcy, though the claim therefor is not filed until after the bankruptcy proceedings were commenced. (Reversing 625.)	627
A sister of the bankrupt, who for years handled her funds and securities, <i>held</i> entitled to be considered holder of a mortgage which the bankrupt took up with the proceeds of her government bonds, sold without her knowledge	573
In the case of vendor's liens and liens attaching prior to the title of the vendor, resort must be had to a proceeding in equity to determine the title and rights of the parties —Sale.	1074
The bankrupt's property may be sold under order of the court, free and clear of incumbrances, leaving the secured creditor who has proved his debt to his remedy against the fund	103
The; bankruptcy court has power to take possession of and order the sale of property of the bankrupt incumbered by valid liens exceeding its value, but such order will be set aside on review as an improper exercise of the court's discretion	703
Sale of realty <i>held</i> void as to lien creditors who had no personal notice thereof Where property is unlawfully taken from the possession of a state court receiver, a	1074
sale by the assignee will be set aside as against one having notice of the illegality, and the purchase money ordered refunded.	164
Confirmation of sales by assignees not practiced, as being liable to compromise right of third parties  Proof of debts.	889
No debt can be proved on which an action could not be maintained against the	
bankrupt in the state where the petition is filed, in case bankruptcy proceedings were not instituted	957
A claim in equity to rescind a contract is not provable	821
Attorney's commissions and costs stipulated to be paid on foreclosure are not allowable when the proceedings to foreclose are invalid	570
The bona fide holder for value of an accommodation bill is entitled to prove as to all parties against whom he could have supported an action on the bill	1008

	Page
The receipt of partial payment from an accommodation acceptor after the bankrupt- cy of the drawer does not prevent the holder from proving the full amount due at	1008
the time of the adjudication	
The expenses of an attachment to secure a debt made within four months of the	
bankruptcy proceedings are not a lien on the property, nor allowable as a claim against the estate	52
The solvent partner in a firm of four partners, two of whom were insolvent, and	
the other bankrupt, who pays the firm debts out of his separate estate, is entitled to prove half the amount against the separate estate of the bankrupt	415
Creditors holding security of any kind must prove their debts and obtain permis-	56,
sion to foreclose their liens	103
A creditor who, knowing the debtor to be insolvent, procures judgment against	0
him, and causes his property to be sold, and contests the claim of his assignee, can-	27
not prove his debt.	
A creditor, receiving a fraudulent preference, who voluntarily surrenders the same	
to the assignee before suit brought on account thereof, may prove his claim; other-	1110
wise not	
A mere covenant by a creditor not to sue an accommodation acceptor does not pre-	1000
vent him from proving against the drawer's estate	1008
A nonnegotiable chose in action may be proved by the deposition alone of the as-	(
signee thereof, but such deposition should show the name of the original creditor.	6
The creditor who has proved his debt is remitted to his former rights and reme-	72.4
dies where the bankrupt's discharge is refused	724
Payment of debts: Priority: Dividends.	
A claim for a loss under an insurance policy may be set off against an indebtedness	1053
to the bankrupt company. (Act 1867, § 20.)	1023

	Page
The rights of the parties are to be determined by the state of facts at the time of the loss	1053
If claimant's indebtedness is not due, a bill in equity will lie to establish the set-off. Where the assignee has sold real estate discharged of liens, he should allow inter-	1053 570
est on the liens to the date of making up his report of distribution	370
Assets are to be marshaled between firm and separate creditors of partners only	
when there are firm and separate assets, and proceedings are instituted against the firm and individual members, as provided in section 30	1005
Individual creditors and partnership creditors share equally in the estate of a part-	
ner who, on dissolution of the firm, agreed to pay all the debts, where both partners are individually put into bankruptcy	1005
The state is entitled to be preferred to private creditors. (Rev. St. § 5101.)	788
Costs: Fees: Disbursements.	
Costs not allowed to a claimant where expense and delay in proof of claim was	
caused by his failure to make full disclosure of the transactions on which it was	451
founded	
A claim by petitioning creditors for counsel fees incurred before adjudication must	657
be first presented to the court by petition	037
A mortgage of \$4,000, given on an advancement of \$1,000, held prima facie evi-	
dence of fraud, and ground of proceeding in bankruptcy justifying an allowance of	1184
petitioner's costs and expenses	
Decision as to the fees of registers' clerks, marshals, and assignees, deciding what are legal and what unwarranted and improper.	286
Rule as to the legal rate of charges for printing advertisements of sale of real estate	1000
by order of the court	1008
Allowance of fees and expenses to assignee for various services in his dealings	6
with the bankrupt's property, its sale, etc.	O
The compensation of the assignee's attorney must be reasonable, and proportioned	1046
to the value of the estate	1070
An attorney, in performing the ordinary duties of the assignee, cannot claim from	1046
the estate compensation as for professional services	10 10
Assignee can only properly charge commission on the amount of debt canceled by compromise with a lienholder	6
An involuntary bankrupt, equally with a voluntary bankrupt, is entitled to his dis-	<i>/-</i> -
hursements in proceedings to obtain a discharge (Act 1867 & 47)	658

	Page
A creditor <i>held</i> not entitled to reimbursement for expenses and costs of a suit in a	
state court to compel a voluntary assignee to distribute the estate, where the suit	1181
was not beneficial to the creditors	
Discharge—Proceedings to obtain.	
A discharge, although not applied for within a year, may be granted where there are no assets, and the delay is satisfactorily excused. (Act 1867, § 29.)	882
The assent of creditors to the discharge (Act June 22, 1874, § 9) must be in writ-	<b>51</b> 7
ing, and it is sufficient if filed before the hearing of the application	517
The one-fourth of creditors in number and one-third in value whose assent is nec-	
essary (Act June 22, 1874. § 9) are those to whom the bankrupt is liable as princi-	517
pal debtor, and who have proved their debts against the estate	
It is a case of "no assets" (Act 1867, § 29) where the assignee after 60 days has col-	706
lected nothing on notes which constituted the bankrupt's entire assets	786
Discharge—Oppositions Acts barring.	
A general assignment before the passage of Act 1841, with preference of fictitious	200
debts, will not operate as a bar	388
Putting a fictitious debt upon the schedules of the bankrupt is admitting the same,	388
within the meaning of Act 1841	300
Opposition to discharge grounded upon the fact of debt being fraudulently created	906
is insufficient	900
A payment to a creditor out of the ordinary course of business, and within four	
months of filing the petition, by a debtor knowing himself to be insolvent, will pre-	1021,
vent a discharge, although the preferred creditor had no knowledge or reasonable	1024
cause to believe the debtor to be then insolvent	
A prima facie case of fraud <i>held</i> to have been established on 11 specifications of	1026
objections to the discharge	1020
Vague and general specifications reciting fraud, etc., will not be received in opposi-	1077
tion to discharge	10//
Declarations of a debtor, at the time of his failure, that he has means to pay all his	388
debts, are not sufficient, by themselves, to show a fraudulent concealment of assets	500
An order refusing a discharge may be entered nunc pro tunc where the parties	1092,
have acted on the theory that the order was in force, and the rights of third parties	1104
will not be prejudiced	110,
—Scope and effect: Vacating.	
The summary jurisdiction of the bankruptcy court over the person of the bankrupt	828
ceases on the granting of the discharge	240

	Page
The lien of a debt is not released by the discharge, and it may be enforced by;i state court when the property does not form part of the assets in bankruptcy, or by the bankruptcy court when it does, and subsequently comes into possession of the	748
bankrupt	
After the discharge is granted, the bankrupt cannot by summary order be required to submit to an examination touching property alleged to have been concealed or fraudulently transferred 828,	832
All debts existing before and at the date of the decree of bankruptcy are provable	
under the bankruptcy, and all debts up to that time are barred by the certificate of	1001
discharge	
Liens of creditors cannot be enforced in a court of bankruptcy after the bankrupt	293
has obtained his discharge	475
Prohibited or fraudulent transfers.	
A bona fide conveyance by an insolvent for an adequate consideration, made more	
than two months before petition filed, to one who had no notice of a previous act	462
of bankruptcy or of intention to take the benefit of the act, is not void. (Act 1841.)	
A new bill of sale of a merchant's stock in trade taken by the managers of a bank	
to secure overdrafts which the cashier had secretly allowed and secured by a prior	915
bill of sale <i>held</i> a valid security, where the prior bill of sale was given four months	
before the commencement of proceedings.	
Both an intention to dispose of property in fraud of the act, and a knowledge of	
such intention by defendant, are necessary to entitle the assignee to recover person-	676
al property sold on the eve of bankruptcy	
A mortgage given by an insolvent debtor with an intent to secure a preference to a	
creditor, who had at the time reasonable cause to believe the debtor insolvent, is	1078
void.	

	Page
The intent to give a preference is conclusively shown from the necessary operation of the transaction	1078
The question of insolvency is one of fact, and depends in part upon the usage and understanding which prevails in the locality with reference to which the questionarises.  —Suit to set aside.	1078
The limitation of two years (Act 1867, $\S$ 2) applies only to property <i>held</i> adversely to the bankrupt and his assignee	103
Property fraudulently conveyed by the bankrupt was levied upon and sold after proceedings in bankruptcy commenced. <i>Held</i> , that the cause of action against the purchaser to set aside the sale did not accrue until he acquired his title.	103
Arrangement with creditors.  A composition ratifying an assignment under the state law may be varied by creditors at a subsequent meeting by providing for distribution of the assets in bankruptcy, where no creditors are prejudiced thereby.	1177
The debtor is not required to be present at a meeting of creditors called to consider a resolution to vary a composition which has been accepted.	1177
The absence of the debtor <i>held</i> no ground for refusing to confirm the proceedings, where it did not appear that creditors' rights were injuriously affected by his absence	1177
At the meeting of creditors called to take action on a resolution of composition, the register has no authority to require any person to testify except the debtor	781
On a petition to set aside a composition for alleged greater payments to other creditors, testimony will be ordered to be taken on notice to all creditors.  BANKS AND BANKING.	693
See, also, "Bills, Notes, and Checks"; "Usury."	
A bill drawn by a bank in express violation of its charter cannot be set up by it in payment	111
Notes of a state bank or state banking association used for circulation, and paid out by it, whether previously issued or not, are liable to the tax of 10 per cent. (Rev. St § 3412.)	503, 504
The tax upon the average amount of circulation "issued" (Rev. St. § 3408) applies both to the making of notes and the putting of them in circulation.	504
One holding shares in a national bank as trustee is personally liable for debts of the bank, unless his trusteeship appears on the bank's books	126
A religious society purchasing national bank shares with a bequest of money is an ordinary stockholder, liable to assessment for debts	126

	Page
Individual liability for the debts of a national bank cannot be escaped by a transfer of stock to a person pecuniarily irresponsible, by a purchaser who remains the actual owner	177
The estate of a stockholder of a national bank, who died prior to its insolvency, but whose stock had not been transferred at the date of the comptroller's order making an assessment, is liable therefor. Rev. St § 5152, does not affect such liability BILL OF LADING.	186
See, also, "Affreightment."	
The bill of lading, and not the charter, will control as to the liability of the cargo for freight, as against consignees advancing money thereon	128
A clause acknowledging goods to have been in good condition when shipped raises an inference that an injury subsequently discovered arose from a cause for which the vessel is responsible	699
The breaking down of a wharf by the pounding of a vessel which had broken from her moorings in a hurricane will not excuse a vessel for loss of goods landed thereon, as a danger of the sea, where they could have been saved by due diligence	648
A landing of goods piled in one bulk upon the wharf on a stormy day, and covered with tarpaulins, so as not to be open to inspection, is not a good delivery, though the bill of lading provides that the landing upon the wharf shall be considered a delivery	648
	16
The exception of leakage, breakage, or rust will not excuse the vessel from negli-	337
gence or want of skill or care in lading, stowing, or delivering the cargo	340. 413
Cases of plate glass placed endwise on unloading were found to contain broken glass, as well as those placed flatwise on each other. <i>Held</i> , that it did not appear that the breakage in the latter was caused by the manner of unloading BILLS, NOTES, AND CHECKS.	413
A draft drawn and indorsed in Ohio for the accommodation of the drawee in New	
York, in which place it is negotiated for a usurious consideration, is avoided for usury under the New York laws	117
A promissory note given by the heir in renewal of a note made by his ancestor,	
which was barred by limitation at the death of the ancestor, is void for want of consideration	680
An agreement to accept bills renders it unnecessary that the drawee shall have funds in his hands belonging to the drawer.	542

	Page
The assignment of a note by writing guarantying "the ultimate payment" does not change the liability from that of an ordinary assignor	497
The assignee of a note must use due diligence to recover of the maker, who is not notoriously insolvent or removed from the state, before he can resort to the assign-	497
or  The drawer, having paid the bill to the payees after the acceptors refused to pay it,	1.40
had a right to sue the acceptors	140
Where the drawer of a bill of exchange may sue in the name of the payees for his own benefit, his payment of the bill to the payees is no bar	140
The holder of a promissory note has no equity against a remote indorser unless he has used due diligence to recover from the parties liable to him at law	305
The drawer of a bill is only liable as indorser where it is remitted to, and received	40.5
by, his creditor in payment of a debt.	485
The holder of a note cannot be chargeable with gross negligence in failing to sue the maker, who resides in another state	41
Where a note, drawn without grace, falls due on Sunday, demand and protest on Saturday will hold the indorsers	917
Notes secured by a trust deed were paid by the maker as they matured, with funds	
borrowed from a third person under an agreement that he should hold the notes	
on the same security, of which the payees had no knowledge. Held, that the lender	913
was not subrogated to any rights under the trust deed	
The holders of a promissory note may recover the costs of protest against an in-	065
dorser, where such protest is evidence of a demand	965

	Page
The holder of a note with a blank indorsement may sue the indorser by filling up the blank indorsement	479
The last indorser, who takes up a draft when due, may cancel the names of (hi prior indorsers without impairing his title to recover against the acceptor	286
The declaration may describe the note in terms, or according to its legal effect	1049
A plea that defendant, sued as a principal, indorsed the note as guarantor, and not as principal, <i>held</i> good on demurrer	646
BONDS.	
See, also, "Railroad Companies."	
A statutory bond which contains more than the statute requires is not vitiated by the surplus matter, but is vitiated by the omission of a material condition required by the statute	761
A bond made payable to "the United States of America" is binding at common law.	761
Evidence of the handwriting of the obligor and subscribing witnesses residing abroad is only prima facie proof on the issue of non est factum  BOTTOMRY AND RESPONDENTIA.	44
A bottomry bond is a contract for a loan of money on the bottom of the ship at an	
extraordinary interest, upon maritime risks, to be borne by the lender, for a voyage or a definite period	1032
A bottomry bond may be upon time as well as upon a specific voyage	1032
A valid bottomry bond may be made by the owners of a vessel in a foreign or a home port	1032
It is not necessary to the validity of a bottomry bond, made by the vessel owner, that the money borrowed should be advanced for the necessities of the ship, or	1032
cargo, or voyage  A bottomry bond need not be recorded under a state statute (Act Mass. 1832, c. 57) providing for the registration of chattel mortgages	1032
A valid bottomry bond will be upheld, where there are no laches on the part of the lender, even against a bona fide purchaser without notice	1032
A sale or transfer of the vessel, or a breaking up of the voyage, by the borrower, after a risk on bottomry has commenced, renders the bond immediately payable	1032
Trover will lie at common law in favor of the lender, against a purchaser who has taken possession of the vessel	1032
A bond conditioned to be void in case of utter loss of the vessel is not discharged by its stranding and abandonment to insurers as a total loss, and a sale by them at	404

	Page
the place of stranding as not worth re-pairing; and the holder is entitled to the proceeds as against the insurers	- 1.61
CARRIERS.	
See also, "Affreightment"; "Bill of Lading"; "Charter Party"; "Shipping."	
A carrier receiving goods for transportation to a point beyond its terminus is not bound to account for a loss, where it has delivered at its own terminus to a proper	751
person	
The burden is upon plaintiff to show that a railroad company which received	
goods for transportation to a point beyond its terminus undertook to carry the whole distance by rail	751
The burden of proving breach of duty by the carrier, whether it be alleged as a	751
malfeasance or a nonfeasance, is upon the party alleging it	/31
Goods, whether conveyed in the body of a steamboat or in a barge attached thereto, are subject to the same guaranties and protection	678
A freight bill is a contract, and its effect cannot be varied by parol evidence	751
A freight bill ending "Acc't Henry Dixon," and signed "W. T. Noell & Co.,	
Agents," may be construed as made to Henry Dixon, he being in fact the consignee	751
CHAMPERTY AND MAINTENANCE.	
A deed executed for land, which is <i>held</i> adversely to the grantor by an individual	1135
in possession, is void under the champerty act	
CHARTER PARTY.	
A representation that the ship would sail for the port of lading on a day certain,	<b>507</b>
made in correspondence with reference to its charter, <i>held</i> to amount to a warranty, and, where the ship did not sail until later, charterer not bound	527
Where the charter operates as a demise of the vessel, the charterer becomes the	
carrier, and the master his agent, in contracting for the carriage of merchandise; oth-	877
erwise, where the charter operates merely as a contract of affreightment	
The owner is not liable for the contracts of a master, where the charterer was to	566,
have entire control, and to victual and man the vessel	877
A stipulation to victual and man the vessel, pay all port charges, and deliver her to	
owner at end of voyage, makes charterer owner for the voyage, though one of the	1085
owners was named as master	
A charter providing that the owner shall victual and man the vessel, and that the	
whole of the vessel, except that necessary for the men and stores, shall be at the	077
sole use and disposal of the charterers during the voyage, held to constitute a con-	877
tract of affreightment	

	Page
Under a charter for a voyage out and return for a round sum, the owner cannot recover a proportionate amount of the charter money, where the voyage was not completed	877
Right to lien on cargo for the amount due under the charter	579
Charterers are liable for the detention, not due to the fault of the vessel, caused by intervening Sundays, holidays, customhouse and port regulations as to taking in or discharging cargo, and by lack of wharfage or lighterage facilities, under a charter which provided for 45 running days for loading and discharging, and damages for further detention happening "by default" of the charterer. (Reversing 159.)	161
Charterer <i>held</i> liable for costs of discharging, port charges, and demurrage, where naval vessel to which a cargo of coal was consigned was wrecked, and master had to wait for berth to land the cargo, where the charter provided that the cargo should be discharged free of all expense to the vessel, the charterer to pay port charges	984
The charterer instructed the master of a vessel, ready to sail, to proceed if the charterer did not come on board in the morning. <i>Held</i> , that the master was not guilty of misconduct in setting sail where the charterer failed to appear	984

	Page
CIVIL EIGHTS.	
The court will enforce civil rights acquired under a foreign law CLAIMS.	415
An agent employed to collect a claim against the United States for a certain per	
centum of the amount realized, whether in cash or scrip, has a lien upon the fund	990
for his compensation	
The term "claim" (Rev. St. § 3477) held not to include claims for supplies fur-	000
nished the Oregon expedition to protect the emigrants of 1854 COLLISION.	990
Nature of liability—Contributive fault.	
Misconduct causing a collision precludes recovery by the party in fault for injuries sustained	793
Rules of navigation.	
Barges navigating the Ohio and Mississippi $\mathit{held}$ subject to the rules of navigation.	678
Sail vessels meeting.	
The vessel sailing free must give way to the one closehauled	793
Steam vessel meeting sail vessel.	
The burden of showing that the sail vessel changed her course is on the steamer	1132
A steamer approaching a sail vessel should take all precautions to guard against contingencies and accidents to which a sail vessel is liable	389
The fact that a steamer has vessels to her right and to her left will not excuse a col-	
lision with an approaching sail vessel, which kept her course, where she could have passed without danger by making a sufficient change of course	307
The sail vessel will be presumed to have been in fault where the steamer was in her regular course, and adopted all the usual precautions to avoid the collision Steam vessels meeting.	673
The rule as to crossing courses, requiring the vessel to starboard to keep her	1127,
course, is inapplicable to navigation in a dense fog	1130
Tugs and tows.	
Tug <i>held</i> liable for collision between schooner being towed out of slip and bark ly-	
ing at adjoining pier, caused by the casting off of a line by the schooner, which	888
held her against flood tide	
River and harbor navigation.	
The attempt to pass a ferryslip at such a rate of speed as renders it impossible to	110/
stop in time to avoid hitting a ferryboat, in case one should come out, is negligence	1106
Steamer held, in fault for collision with" ferryboat coming out of slip, where she	1106
was running at full speed close to the piers	1100

	Page
Speed: Fogs.	
"Moderate speed" (Act 1804, c. 69, art. 16) is a speed sufficiently moderate to enable the steamer, under ordinary circumstances, when approaching another ship so as to involve risk of collision, seasonably and effectually to slacken her speed, or, if necessary, stop and reverse	858
A sail vessel under way must sound a fog horn when there is fog enough by day to shut out the view of the sails or hull, or at night the lights, of a vessel within the range of the sound of the horn. (Act 1864, c. 69, art. 10.)	858
A steamer entering crowded harbor in a dense fog <i>held</i> not negligent in anchoring over night near a ferryslip, where she took all precautions, by signals, to make her position known	1121 1129
Lights: Signals, etc.	
The omission to carry side lights required by statute will not necessarily prevent a recovery of damages for collision	1031
Lookouts.	
A lookout must be constantly at his post, and must not be interrupted in the per-	974
formance of his duty	7/4
Particular instances of collision.	
Between two schooners, one of which, having no side lights, was <i>held</i> solely in fault	1031
Between two sail vessels, one close-hauled and the other sailing free, where the latter was <i>held</i> in fault for an insufficient lookout and failure to keep away	677. 974
Between sloop proceeding to dock in East river under a jib, and schooner sailing free with plenty of sea room, the latter being <i>held</i> solely in fault	1141
Between a schooner and a steam tug in a narrow channel, where the latter was held in fault for not keeping away	1132
Between steamer and schooner at night in a fog, where both were <i>held</i> in	
fault,—one for immoderate speed and a wrong maneuver, and the other for not	858
sounding a fog horn	
Between schooner and propeller at night on Lake Erie, both being <i>held</i> in fault,—the former for not holding her course, and the latter for failure to keep away	389
Between two ferryboats on crossing courses in a dense fog, where one backed be-	1127
fore the lights of the other were seen, and the other kept on at full speed	1130
Between steamer coming into harbor in fog, and anchoring near ferryslip and ferry-	1121
boat which had full notice of her position, where the latter was <i>held</i> in fault	1129

	Page
Between ferryboat crossing the North river and steamboat coming down the river,	
where both were held in fault for failure to slow and stop when danger of collision	1122
was apparent.	
Procedure.	
Consignees of a cargo may maintain a libel in personam against the owners of a	857
vessel for a loss sustained by collision	03/
The pendency of a suit by the consignees in another district against the vessel is no	857
bar to such proceeding.	037
A libel by the owners of a tow, alleging that it was run upon a sunken pier known	
to the tug, where the answer denies negligence, may be amended by averring negli-	351
gence	
A libel for injuries sustained by collision must allege facts showing the proper con-	793
duct of libellant's vessel, and the fault of the vessel sought to be charged therewith.	773
It is no defense to a libel for injuries to a passenger on a ferryboat on her way to	
attend divine service, caused by a collision with such boat, that libellant was travel-	1122
ing on Sunday	
In the case of a collision between a steamer and a sail vessel which failed to carry a	396
light at night, the presumption is against the latter.	
The opinions of experts as to the vessel's course, when founded upon very nice	1031
calculations, will not obtain as against the clear testimony of eyewitnesses	
The admission of a master that his vessel was in fault, coupled with a promise to	
pay the damages, though he was not on deck at the time of the collision, is entitled	974
to great weight	

	Page
But little credence can be given to the testimony of a sailor who contradicts statements deliberately made by him, in writing, immediately after the collision	974
The admission of the superintendent of defendant's towing line that it would cost more to raise the vessel sunk by one of its towboats than she was worth, and that he regarded her as a total loss, is competent on a libel for such loss	987
On the question of the actual market value of the boat at the time of loss, plaintiff may testify as to what he had paid for "her, and what he had expended upon her	987
A party claiming a total loss must prove either an actual total loss, or that it would cost more to raise and repair the vessel than she would be worth when repaired. Rule of damages.	987
The circumstances stated, under which the value of a sunken canal boat was allowed as upon a total loss.	348
COMMISSIONERS.	
A commissioner of a United States court has not power to commit a citizen for an alleged contempt	854
COMPOSITIONS.	
See, also, "Bankruptcy."	
Creditors agreed to accept notes for 50 per cent, from an embarrassed debtor, on condition that the agreement be signed by all principal creditors. <i>Held</i> , that a creditor who had accepted notes was estopped to claim that the agreement was not so signed.	324
COMPROMISE.	
Compromise settlement of a decree for damages for collision in a suit brought by a married woman, as owner, <i>held</i> should not be set aside after eight years, as unauthorized by her	352
CONGRESS.	
Sufficiency of indictment against member of congress for unlawfully franking a letter	571
Though unlawful, it is not penal for a member of congress to frank envelopes to be used in transmitting printed circulars through the mail. (Act March 3, 1825, § 28.) CONSTITUTIONAL LAW.	571
The United States have no power to levy a tax upon the salary of a state judge of a court of record payable out of the state treasury	222
The erection of a bridge under state authority, which will prevent navigation of a public stream lying wholly within the state upon which there is commerce with other states, may be enjoined by a federal court.	566

	Page
The question in such case is relative, whether the bridge be or be not a greater obstruction to commerce than benefit to the public	566
In such case an interlocutory injunction may be granted, though the answer deny both the law and the facts, and an issue directed to determine whether the bridge contemplated or any other bridge at such spot will be a nuisance CONTEMPT.	566
Defendant should clearly prove his financial inability to entitle him to mitigation of fine imposed for a contempt	959
CONTRACTS.	
A note given upon a wager as to the result of the local vote for presidential elec-	464
tors, though between parties not qualified to vote, is void	
A contract in restraint of trade, made at a time when it is the policy of the law to restrict such trade, is not invalid.	761
Particular words in a contract should give way to the evident intent appearing from a view of the whole instrument.	877
The word "or" cannot be construed to mean "and," to change a contract at pleasure	975
Plaintiff agreed to let defendant have in exchange 6 extra copies of his printed testimony. The amount was subsequently increased to 40. <i>Held</i> , that defendant was liable only for their extra cost, and not for a ratable proportion of the cost of the entire edition	555
A government contractor is not liable for extra work done by a subcontractor by direction of the government superintendent without proof that the work was embraced in the contract with the government, and not embraced in the subcontract.	900
Where acceptance was refused because a delivery is accompanied by a demand for a greater price than agreed, the party is not bound to pay anything CONVERSION, EQUITABLE.	555
The proceeds of sales of lands made under a will to pay debts are equitable assets. COPYRIGHT.	761
The person who writes a book, and prepares it for publication, is the author,	
whom the copyright law was intended to protect, and not the one who employed	575
him for such purpose	
The person who furnishes the incidents and events of a person's life to another,	
who prepares them for publication, is not the author, and his assignee of the copy-	575
right taken out by him cannot maintain an action for infringement.	
A chart on a single sheet, containing diagrams representing a system of taking measures for and cutting women's dresses, with instructions for its use, is a "book," within the copyright law.	1113

	Page
To constitute infringement, it is not necessary that there should be a complete copy	1113
of one book by another	
The fact that one publication is an improvement on the other will not prevent it	1113
being an infringement if a material part of the other publication is used.	1113
Where it appeared that the pirated publication was substantially identical with that	
of complainant, the defendant was ordered to surrender all copies within her con-	1113
trol, and the plates on which they were printed	
CORPORATIONS.	
The acceptance of the charter essential to constitute a corporation will be presumed	
from facts consistent only with such hypothesis, without proof of express declara-	939
tion.	
Letters patent issued under a general law, when produced by a corporation to es-	
tablish its existence, will be presumed to have been granted in conformity to the re-	939
quirement of the law, at the instance of the corporation, and accepted by it	
A corporation has power to purchase an invention which would tend to facilitate	
the purposes of its incorporation, as indicated by its corporate name, even in the	939
absence of any law expressly conferring it	

	Page
Where a corporation has acted under a contract, and received the benefits arising under it, it is not competent for it to deny its validity as being "ultra vires"	722
The president of a corporation cannot sue in his own name for injuries done to him, as such officer, and as a stockholder and creditor	901
A corporation may sue in the name of its president as a citizen	726
The general issue pleaded to a suit by a corporation admits corporate existence	498
A corporate body created by a sister state can have no corporate existence beyond the limits of the territory of that state	245
COSTS.	
Costs will be allowed neither party on libel for collision where both claim a greater	20
amount of damages than they were able to prove	40
Claimants in admiralty, not tendering the actual amount due until after appeal, allowed only costs of appeal, on reversal	128
Circumstances Acid equivalent to a tender of the balance of freight after sale of damaged cargo, and before suit brought	337, 340
On removal to the circuit court of an appeal in admiralty before the passage of Act Feb. 26, 1853, the fee for removal is not taxable	339
A fee of \$2.50 for reading, on an appeal in admiralty, a deposition read below, is not taxable	339
A docket fee of \$20 is not taxable on a reference in a suit in equity under an inter- locutory order before final hearing. (Act Feb. 26, 1853.)	971
No item of costs other than those specified in the fee bill in Act Feb. 26, 1853, can be taxed in the circuit court of the United States	339
The \$20 docket fee allowed to a proctor or attorney by that act, can be taxed only on a final hearing, and can be taxed but once in a cause	339
That fee is not taxable, after a decree on an appeal in admiralty, on a motion that the stipulators on the appeal pay into court the amount of their stipulations	339
The cost of printing papers which, by a rule of court, a party is required to have printed, can be taxed against the adverse party.	472
Fees of a witness attending under a subpoena who resides without the district, and	1068,
more than 100 miles from the place of holding the court, cannot be taxed	1069
Fees of necessary witnesses residing within 100 miles, who were examined, may be	1068,
taxed, though they were not served with subpoena 472; contra,	1069
The indorsement, by a witness, of "Accepted" on a subpoena never placed in the	1068,
hands of an officer, will not take the place of service of the subpoena	1069
Specific objections are necessary to reach charges for clerk's fees and affidavits on an appeal from taxation.	339

	Page
If the plaintiff has not a domicile in this district, he may be ruled to give security for costs	1135
After the term at which a rule was laid upon the plaintiff to give security for fees, the clerk, upon a motion for judgment on the rule, need not prove the plaintiff to be a nonresident	560
The remedy on attachment for costs, etc. in admiralty is to be governed by the rules which belong to courts of admiralty as contradistinguished from courts of common law	394
COURTS.	
Comparative authority of federal and state courts: Process.  An attempt to disturb by proceedings in the state court the possession of a receiver previously appointed by the federal court is a contempt of such court.  Federal courts—Jurisdiction in general.	562
The federal judiciary has no authority to assist in the execution of the penal laws of a foreign country by surrendering a fugitive from the justice of a foreign government, or to detain him in custody until a formal demand can be made or the executive. Piracy is no exception to this rule.	949
An action will lie in the federal court against the principal and surety jointly on a supersedeas bond given on appeal in the state court, on affirmance of the judgment —Grounds of jurisdiction.	217
The title to real estate may be transferred to an alien to give jurisdiction to the federal court, though the consideration was nominal, if there be no agreement to retransfer	389
Where the real parties in the record are not citizens of different states, the court has no jurisdiction	798
The fact that intestate was a citizen of another state will not give the administrator, who is a citizen of the same state with defendant, the right to sue in the federal court	798
An action by the indorsee against the indorser of the note may be brought in a federal court in one state by a citizen of another, though the assignment was made by a citizen of the former state.	479
The fact that the original ground of suit in a state court between citizens of different states was a negotiable chose in action (Act 1789, c. 20, § 11; will not prevent the federal court taking jurisdiction of a bill in equity in favor of the assignee of the judgment, who is a citizen of the same state with plaintiff	621

	Page
In a suit in equity brought by aliens against citizens of the district, a person not stated to be a citizen of the state cannot be made a defendant on his application, because the jurisdiction of the court would thereby be ousted	1050
A person sued by the payee on a partnership note in the federal court cannot object that the nonresident plaintiff and his co-defendant, not served with process, are citizens of the same state.	916
The fact that, upon the trial of an action arising out of contracts or dealings of the parties, a question may arise involving the construction of a federal law, will not give the court jurisdiction. (Act March 3, 1875, § 1.)	996
The averment that complainant is a joint stock association, formed in the state of New York, under the laws of such state, neither imports that it is a corporation created by another state, nor that its members are citizens of another state.	727
In all bills in equity the citizenship should appear on the face of the bill, to entitle the court to take jurisdiction.	798
Citizenship, where it gives jurisdiction, is a preliminary inquiry; and, if it be properly averred in a bill in equity, the denial of the fact must be made by way of plea	798
A mere averment that the action arises out of a law of the United States is insufficient to confer jurisdiction; the facts showing it must be stated	996
—Circuit courts.	
Defendant in a case arising under the pat-laws must be an inhabitant of the district in which the suit is brought, or be found within it at the time of serving the original process.	245

	Page
Jurisdiction over a Connecticut corporation cannot be acquired by a federal court in another state by service of process on one of its officers, in the district	333
Surjection cannot be obtained of a foreign corporation by attaching goods in a store conducted by its agents within the district, and service of summons on its president within the district.	245
A federal court cannot acquire jurisdiction in a suit against a foreign corporation by the adoption of the state practice, which authorizes the institution of such suits by attaching their goods within the jurisdiction. (Judiciary Act 1789, § 11.)	245
Federal courts—District courts.  Causes within the admiralty jurisdiction are within the jurisdiction of the district courts by virtue of the delegation of authority "in all civil causes of admiralty and maritime jurisdiction."  —Administration of state laws and decisions.	418
A suit on a bond given in the federal court will be sustained in such court if the state court would be compelled under the statutes to sustain the same suit.	281
In a case of conflict of state decisions in the construction of a state statute, the last decision of the highest court will control	696
The decisions of the state courts that its statutes compelling a holder of a note to sue the principal within a certain time after notice, as a condition of holding the indorser or surety liable, are binding on the federal court	41
State statutes authorizing and regulating references have no application to federal courts	490
A state law allowing a party to be examined as a witness on his own behalf is binding on the federal court as a rule of decision. (Act Sept. 24, 1789, § 34.)  —Procedure.	658
Chancery jurisdiction or rules of practice are not derived from state authority, and a state statute regulating the procedure on a bill of foreclosure does not apply to the federal courts	983
Where both state and federal courts have concurrent jurisdiction to enforce a right given by a state law, the procedure must be according to that of the court in which the suit is instituted	144
The federal courts may in their discretion adopt any part or all of the remedies provided by the state legislature	779
The adoption of a state statute, as part of the final process of the federal court to enforce judgments against counties, <i>held</i> valid	779
The Rhode Island statute respecting the redemption of mortgages <i>held</i> properly followed by the circuit court of the United States, sitting in equity	606

	Page
CRIMINAL LAW.	
A conviction or acquittal of the offense of keeping a faro table held a bar to all acts	<b>5</b> ((
of keeping prior to the issuing of the warrant	766
The daily penalty for keeping a faro table can only be recovered by issuing warrants	
for the offense daily	766
The day laid in the warrant for the offense of keeping a faro table is not material,	
so that the time actually proved be subsequent to a former prosecution, and before	766
the issuing of the warrant, and within the time of limitation	
CUSTOM AND USAGE.	
Usages among merchants should be sparingly adopted as rules of law by courts of	00-
justice.	889
CUSTOMS DUTIES.	
Rates of duty.	
Articles specifically provided for in a tariff act cannot be subjected to duty at a dif-	-0.0
ferent rate under a general designation which would otherwise include them	789
A question, of classification of certain laces <i>held</i> one of fact for the jury upon the	1146,
testimony of merchants dealing in such goods	1148
Tin plates and terne tin imported subsequent to the enactment of the Revised	
Statutes <i>held</i> subject to the combined operation of sections 2503 and 2504	789
"Twist," composed of goat or mohair and silk, or entirely of silk, if not known as	926,
"sewing silk" in commerce, is not dutiable as such. (Act March 2, 1833.)	927
Worsted cravats woven on stocking frames, and known in commerce under the	
general class of "hosiery," are dutiable as such. (Act 1832.)	927
Invoice: Appraisal.	
The actual value of the articles at the time and place of shipment will control in fix-	,
ing the duty (Act June 30, 1804), irrespective of the price fixed in the invoice	31
Under the power to make regulations for estimating duties in the case of depreciat-	
ed foreign currency (Act March 2, 1799, § 61), the president cannot fix an arbitrary	364
value for foreign currency, without regard to its intrinsic value	
Where the invoice and entry are made out in a denomination of foreign money not	
enumerated in the statute, the value of the goods must be estimated according to	264
the intrinsic value of such foreign money, compared with money of the United	364
States. (Act March 2, 1799, § 61; Act March 3, 1801. § 2.).	
A consular certificate as to the value of foreign currency, attached to an invoice,	24
may be contradicted by the importer.	364
Payment: Protest: Appeal: Action.	

	Page
Though the collector improperly classified the goods, excess duties cannot be re- covered where the importer also improperly classified them in his protest	43
Plaintiff, to recover back money paid as duties, must show that the duties were not	
authorized by law; that at or before payment he distinctly specified, by protest in	1052
writing the grounds of objection; and that the payment was made to enable him to	1052
obtain possession of the goods.	
An excess of duties paid under protest after the importer obtained possession of	1052
the goods cannot be recovered back	1052
Collection officers.	
Customs collectors, as respects compensation, are divided into two class-	
es,-collectors of the seven enumerated ports, and collectors of nonenumerated	905
ports	
The aggregate compensation of the surveyor of the port of St. Louis cannot exceed	005
\$5,000 per annum. (Acts 1822, 1831. 1841, 1857, 1872.)	905
DAMAGES.	

Damages consequent on her diminished earning capacity, compensation for pain and mental distress, and expenses in consequence of the injury, including the value 1122 of care and services gratuitously bestowed, *held* recoverable for personal injuries

	Page
Ten thousand dollars allowed to a domestic servant 40 years old, earning twelve	1122
dollars a month, for permanent injuries, where both legs were broken	1144
DEATH BY WRONGFUL ACT.	
An action to recover damages for the death of an infant child by negligence of de-	
fendant can be maintained only under the statute, and in the manner there pre- scribed	1071
DEBT, ACTION OF.	
Debt will lie upon an open account for goods sold and delivered, as well as as-	
sumpsit	707
Debt will lie on a contract, express or implied, for a sum certain, or capable of be-	<b>505</b>
ing ascertained	707
DEED.	
The covenant in a deed does not affect the grant. The grant passes the title, operat-	262
ing in praesenti, though the covenants have not been performed	262
A deed conveying lands lying in different counties need be recorded in only one	
county, under Act Pa. 1715. An exemplification of it will be evidence as to any of	374
the lands so conveyed	
Petition for leave to record deed granted, where the neglect was without any fraud-	( <b>5</b> 0
ulent design	650
DEMURRAGE.	
Consignees cannot select a place of discharge within a port which would necessi-	100
tate greater delay in discharging than the charter allowed	182
The local usage in respect to reception and delivery of cargo is not admissible to in-	182
terpret provisions as to demurrage not obscure or equivocal	104
The vessel has a lien on cargo for damages in the nature of demurrage, where the	
consignee fails to receive it within a reasonable time, although the bill of lading	887
contains no demurrage clause	
No orders as to place of discharge were given for three days after notice of arrival.	
The vessel was detained four days after reaching the wharf, by reason of lack of	
teams and the loading of other vessels. <i>Held</i> , that demurrage should be allowed	182
only for the delay after arrival at the wharf, where the charter provided for quick	
dispatch in discharging	
A stipulation that the cargo should be delivered at the port of discharging, as cus-	
tomary, is inapplicable to a delay caused by the vessel being required to wait her	182
turn at the wharf	

# DEPOSITION.

	Page
It is not necessary that the notice of taking under Act Sept 24, 1789, should state the reason for taking it	313
A deposition under section 30, Act 1789, may be taken before a notary public. (Act July 29, 1854.)	726
The certificate and seal of the notary are sufficient proof of his authority to act as such	726
The deposition is admissible where the adverse party appears, and cross-examines the witness, although notice of the taking was not given as required by section 30	726
Where the certificate states facts showing the notice to be unnecessary, it need not state the reason why no notice was given	726
The failure to answer a general interrogatory is fatal to the whole deposition DESCENT AND DISTRIBUTION.	792
Second cousins of the whole blood <i>held</i> entitled to share with first cousins in the ancestral property of an intestate. (Laws R. I. 1882, p. 222.)	611
A Connecticut court cannot enforce payment of a debt from personal estate previously distributed	179
An administrator who has distributed personalty by order of the probate court may bring a bill in equity to compel the distributees to contribute to payment of a newly-accrued debt; or the creditor who has obtained judgment for such debt may him self bring such bill	179
EJECTMENT.	
Mere possession of land, or offering to sell it, or even partial sales actually made, are not, alone, sufficient to authorize a presumption of ownership	371
A notice to quit, by the English rule, is necessary only where the relation of landlord and tenant subsists	803
A Pennsylvania warrant holder, to maintain ejectment must produce a survey regularly made, or show, by parol or otherwise, that a survey was actually made	1137
What will be <i>held</i> a sufficient survey in such case.	1137
After notice of trial, defendant cannot demand payment of costs of a former judgment as a condition of proceeding	456
The payment of costs on an ejectment decided in the state court is not a condition to a trial of an ejectment in the federal court.	456
EMBARGO AND NONINTER-COURSE.	
An embargo bond made payable to the United States is good under an act requiring it to be given to the collector of the district	761
A declaration on an embargo bond is not good without an assignment of breaches EMINENT DOMAIN.	761

	Page
A state legislature, under the right of eminent domain, may transfer to a municipal	
corporation for a public use, such as an almshouse, an absolute title to private	558
lands, without possibility of reverter, on making just compensation to the owner	
The right of one whose property has been taken for public use, arising on a change	558
in its destination, is of an equitable character, not cognizable at law	330
EQUITY.	
See, also, "Injunction"; "Pleading in Equity"; "Practice in Equity."	
Equity may reform a policy of insurance, even in material clauses, where through	301
fraud or mistake, it violates or does not express the intention of the parties	301
The party alleging the mistake must show exactly in what the error consists	301
Equity will set aside a sale procured by false representations of the vendor, going to	904
the essence of the bargain, though there be no fraud	804
The lapse of six years is no bar to a suit to set aside a sale for fraudulent represen-	904
tations brought immediately upon discovering the fraud	804

	Page
On the rescission of the sale of timber lands, the purchaser who had not realized from the sale of timber cut by him was required to file a bond to pay the amount as soon as collected.	821
Where a conveyance is set aside for gross misrepresentations and deceit, interest is to be paid on the money refunded from the time it was received, without demand	821
A bill of review lies for matter of error apparent on the face of the record, shown by the decree and pleadings	583
A hill of review lies for newly-discovered evidence material to the issue, if such evidence was not known until after the period in which it could be used in the cause, and could not have been obtained by reasonable diligence before the original hearing	
A bill of review does not lie where the party seeks to set out a new title, and not to support the title in the original cause	583
A bill of review will not lie for error in law where the original decree is not enrolled. The remedy is a rehearing.	583
If the decree be not enrolled, a bill in the nature of a bill of review, and not strictly a bill of review for newly-discovered evidence, lies	583
The granting of a bill of review for newly-discovered evidence is matter of discretion, and must be brought forward by petition	583
Such petition must describe the new evidence distinctly and specifically, and when discovered, and its bearing on the decree	583
On the hearing, affidavits may be admitted on each side, if necessary to explain the nature of the evidence	583
Upon a bill of review for newly-discovered evidence, the other party may controvert by plea or answer that it is newly discovered	583
Petition of review for matters of fact denied upon all the circumstances of the case	583
A bill of review lies for the party who obtained the original decree in his own favor, if the original decree was injurious to him ESTATES.	583
The effect of a legislative release and sale of entailed lands ESTOPPEL.	453
The payment of part of the purchase money of land, the property of a feme covert, in her presence, cannot prejudice her right to claim the land after the termination of the coverture	371
EVIDENCE.	
Best and secondary.	
Oral evidence is inadmissible as to the contents of letters received by the witness	542

	Page
Hearsay.	
The hearsay evidence of a public officer is no better than that of any other individ-	1137
ual	115/
Parol, etc., affecting writings.	
A freight bill signed "W. T. Noell & Co., Agents," not appearing on its face to be	
the contract of a railroad company, cannot be shown by parol to be the contract of	751
the company	
Parol evidence is admissible to show that there was in fact no judgment rendered	564
by a justice of the peace, as stated in the execution	504
Parol testimony is inadmissible to charge a party on negotiable paper, where neither	540
his name nor any other circumstance appears on its face to connect him with it.	540
Where there is sufficient on the face of negotiable paper to create a doubt to	<b>5</b> 40
whom credit was given, parol evidence is admissible	540
Where the intent with which an indorsement was made is doubtful, it may be ex-	616
plained by parol	646
Declarations: Admissions.	
Declarations of a person at the time of changing his residence are admissible to	1028
show the intent, but not to make out a case for himself	1020
The declarations of the agent in support of his authority will not be received in evi-	166
dence unless contemporaneous with the act, and constituting part of the res gestae.	100
Weight and sufficiency.	
The manner and demeanor of witnesses in giving testimony will be considered	673
where they conflict in their statements	0/3
Where, in a dispute as to wages of seamen, the master fails to call available wit-	
nesses to support his testimony, the question will be determined by the greater	861
number of witnesses	
EXECUTION.	
Execution is not void because issued prematurely. If issued pending motion for	214
new trial, the irregularity is cured on denial of the motion	414
The withdrawal of a watchman by the levying officer is no abandonment of the	214
levy	214
The judgment creditor may have several writs of the same species running at the	770
same time, or writs of different species issued in succession	779
Taking out a fi. fa. in the first instance, without success, for costs in admiralty does	204
not prevent resorting to process of ca. sa. or to an attachment	394
An execution against two only, upon a judgment against three, is erroneous, not ir-	E61
regular: voidable, not void	564

	Page
EXECUTORS AND ADMINISTRATORS.	
Auxiliary administration is not within the meaning of Rev. Iowa 1860, § 2357, pro-	
viding that administration shall not be "originally granted" after the lapse of five	872
years from the death of decedent	
A judgment against an administrator appointed in one state cannot be made the ba-	496
sis of an action against an administrator appointed in another state	490
An administrator is not liable to pay interest upon assets in his hands, unless under	580
special circumstances	500
An administrator is not liable to account, as such, for money which he received up-	
on a sale, as mortgagee of the real estate of his intestate, although he sells with gen-	580
eral warranty	
Such sale does not bar the equity of redemption of the heirs	580
The general administrator upon an estate may be a purchaser at a sale by a person	612
appointed by the legislature to sell intestate's estate in payment of his debts	012
An executor or administrator who lawfully recovers or receives money or property	
in his representative character holds it as assets or the estate, and is liable in that	1171
character to the party entitled to it.	
The administrator is also liable personally if the decedent was not liable in his life-	1171
time, and the administrator's receipt discharged the debtor	11/1

	Page
An election to proceed against the administrator in his representative capacity will prevent the creditor subsequently proceeding upon individual liability	1171
Failure to take from distributees the statutory bond for the payment of any debts subsequently shown <i>held</i> not to render administrator liable for devastavit	179
In Connecticut, real and personal estate are alike a fund for the payment of debts, and both are assets in the hands of the administrator	186
A claim accruing after the time limited for presentation is not barred, in Connecticut, if presented within one year after it accrued	186
An order of the probate court of settlement and distribution of the estate does not bar a claim subsequently accruing	186
The validity of a claim accruing after distribution of the estate, contested by the administrator, must be determined by a suit thereon against the administrator before a court of common-law or of equity jurisdiction	186
An action in behalf of creditors will lie against an administrator of an insolvent estate for payment, where new assets come into his hands after decree of distribution, though the statute of limitation precludes an original suit.	580
Sales of lands by executors to pay debts under the Illinois statutes	1135
Sale of realty by administrator on notice of petition to sell to pay debts, served upon the widow and heir, <i>held</i> valid, though a purchaser of the land was not notified.	872
Counts charging defendants as executors, upon the testator's promise and upon their own promise as executors, in consideration of assets, may be joined	760
Exemptions.	
See "Bankruptcy."	
EXTRADITION.	
The right of a foreign government to demand the surrender of a fugitive from justice has no existence, and can only be secured by a treaty stipulation	949
A person committing a crime abroad, who comes to this country before the "making of a treaty covering a surrender for such crime, has not a right of asylum.	366
A person may be surrendered under the treaty of March 23, 1868, for murder committed in Italy before the treaty was made.	366
Such a construction does not make the treaty open to the objection that it is a bill	
of attainder or an ex post facto law nor as depriving a person of liberty without due process of law, or violating the right to be secure against unreasonable seizures.	366
The court cannot question the authority to make the application for extradition, where it is sustained by complaint on oath	1174
The treaty with Great Britain does not give accused the right to be confronted with the witnesses against him	1174

	Page
The evidence against accused may be in the form authorized in the country	
whence it comes, and, in substance, sufficient to warrant action in the country	1174
whose action is invoked.	
The testimony of accused is not admissible in a case of extradition, tried by a federal judge, though sitting in a state where such evidence would be received FACTORS AND BROKERS.	1174
Part owners of vessel acting as factors in a certain adventure <i>held</i> to have a right to	
retain, out of a part owner's share of the proceeds of the adventure, advances and disbursements in his behalf made in such adventure	575
A bill drawn on such part owner for such advances, and accepted by him, <i>held</i> not a waiver of the lien on the proceeds as against one having notice	575
Shipments made, after the death of a member of a firm, to its regular factor, cannot	
be applied in liquidation of the general debt for advances on shipments prior to the dissolution, until after payment of the bills drawn upon the credit of such ship-	668
ments	
The making of a freight list by the factor of the vessel owner, prepared as if the	
whole cargo was shipped at specified rates of freight, where a portion is shipped at	384
half profits, amounts to a misrepresentation	
A cargo was shipped during a war, without positive instructions as to its destina-	
tion. Held, that the silence of the consignor, after apprised of its destination, was an	1187
implied approval of the act of the consignees	
FALSE IMPRISONMENT.	
An action for false imprisonment will not lie for an arrest upon an execution which is only voidable, and not void	564
FRAUDS, STATUTE OF.	
An unsigned memorandum made by plaintiff may be aided by parol evidence that	
it was made in the presence and with the consent of defendant, and by letters of	800
defendant not referring thereto, so as to take the case out of the statute	
FRAUDULENT CONVEYANCES.	
See, also, "Bankruptcy."	
A mere volunteer from a grantee under a fraudulent conveyance stands in the	
same predicament as his grantor, as against the persons intended to be defrauded	621
A purchase by the wife with money received from the sale of her property, which	(()
had become the husband's by virtue of the marriage, <i>held</i> , in effect, a voluntary	660
conveyance	

	Page
Credit will not be presumed to have been given upon the faith of property occupied by the debtor in conjunction with the wife, the record title of which is in her name	660
A subsequent creditor has no claim on the property of the wife for money expended thereon, unless it appear that it was so expended with intent to defraud such creditor	660
Creditors have no claim on the property of the wife of the debtor for the value of repairs made by the debtor, who occupies the premises with his family	660
The release of dower is a sufficient consideration for the conveyance of property to the wife by a third person	660
A conveyance to a married woman in consideration of a promissory note signed by herself and husband, secured by a mortgage on her separate property, will be presumed to have been made on the faith of such security  GRAND JURY.	660
The government attorney may he present before the grand jury to submit evidence, examine witnesses, and advise on questions of law, but he should neither give advice as to the sufficiency of evidence nor take part in the deliberations	745

	Page
The minutes of the evidence taken before the grand jury should be deposited with the district attorney, to be kept among the records of the government GRANT.	745
Nothing passes to the heirs under a grant to a deceased person Under Act N. O. 1779, a grant in the name of a deceased person, founded on a	962
removed warrant, will pass the land to his heirs, if an entry was made in his life- time.	962
A patent of the state, valid on its face, cannot be collaterally impeached by matter dehors the patent, by a party having no title, in an action at law brought in the national courts to recover the land	794
The court refused to confirm the Spanish grant of 1795, to De Villemont, of land on the Mississippi river because of failure to comply with the conditions, and because the land could not be located by a survey	560
A warrant for lands in Pennsylvania, if special, amounts to an immediate location.	1137
A warrant holder in Pennsylvania must have the lands surveyed in a reasonable time, or lose his priority by the superior vigilance of a subsequent locator	1137
Claim to Mexican land grant rejected in the absence of documentary proofs	642
A decision of the circuit court as to the proper location of a Mexican grant is enti- tled to great weight on a similar issue of fact, submitted on identical testimony, in another proceeding	794
Lands not embraced within the exterior lines designated in a Mexican grant cannot be included in the juridical possession given by a magistrate	794
Lands excluded from the external limits of a Mexican grant by the express terms of the decree for confirmation cannot properly be embraced within a survey of the grant	794
Such lands <i>held</i> subject to selection by the state of California as school lands	794
A claimant under a Mexican grant, who has never presented his grant for confirmation, is not within the act authorizing the purchase of lands excluded by final survey. (Act July 23, 1866, § 7.)	794
Where precise locality is not given to a concession, a survey is necessary to sever	560
the land from the royal domain Surveys were necessary under the Spanish government GUARANTY.	560
A guaranty of paper of a certain person payable at a certain bank will not cover paper not made payable at such bank	782
Notice of the giving of credit upon a guaranty should be given to the guarantor in a reasonable time thereafter	782

	Page
A guarantor <i>held</i> discharged by five days' delay in giving notice of a six months' credit given upon a guaranty	782
Where a debt guarantied is not paid, notice to the guarantor must be given in a reasonable time, unless the debtor is insolvent	1186
The same strictness is not required, in such a case, as is required to charge the indorser on a bill or promissory note	1186
HABEAS CORPUS.	
The writ is not granted of course without reasonable cause shown	45
The circuit courts and federal judges may apply the writ to all cases which it would	
reach at common law, provided it is not issued to any person in jail, unless con-	537
fined under or by color of the authority of the United States	
An error in a certificate under the fugitive slave law, by which it appears that the adjudication was made without evidence, may be corrected on habeas corpus	45
Homestead.	
See "Bankruptcy."	
HUSBAND AND WIFE.	
At common law, a conveyance to a married woman in consideration of her promissory note for the purchase money is in effect a gift to her	660
A husband has no right in or to realty conveyed to the wife, to hold free from the control of her husband and for her own use.	660
Money belonging to a fund conveyed to trustees for the sole and separate use of a	
married woman, free from the control of her husband, loaned and unpaid at the	
death of the wife, does not become the property of the husband, nor is he entitled	935
thereto in equity	
A deed of a married woman void when acknowledged, by reason of containing blanks, cannot be ratified except by a re-acknowledgment	1118
A married woman, in carrying on business on her own account and for her own in-	1004
terest, may employ her husband as agent.	1084
INDICTMENT AND INFORMATION.	
In an indictment for a statutory offense it is sufficient if the offense be substantially	<b>5</b> 51
set forth, though not in the precise words of the act	571
On a motion to quash an indictment for treason, held, that defendant's counsel	
would be required to file with the clerk a formal statement of the grounds upon	63
which the motion was based	
INJUNCTION.	
Action at law not restrained where the allegations set up a defense proper for the	<b>2</b> 42
consideration of a jury	240

	Page
The federal court will stay execution in ejectment until the equity between the parties shall be investigated in a state court, only when the federal court has not jurisdiction of the equity	803
An action will not lie in the federal court upon a bond conditioned to pay all damages awarded upon final hearing or upon dissolution of the injunction, where no damages are awarded upon such final hearing or dissolution, though action might be maintained on such a bond in the state, court	283
On motion for attachment for contempt in violating an injunction, the original de-	
cree cannot be impeached except for fraud or defect of jurisdiction as to the	1113
subject-matter.	
A motion for an interlocutory injunction, is heard on affidavits alone, without the right of cross-examination.	221
INSOLVENCY.	
See, also, "Bankruptcy."	
A state insolvent law cannot discharge I the obligation of a contract with a citizen of another state, though made and to be I performed within the state.	450

	Page
A discharge in insolvency will bar a judgment obtained in a court of the state by a	38
nonresident, and a judgment obtained thereon in a federal court of another state.	
A debtor found guilty of having disposed of his property with intent to defraud his	895
creditors will be denied the benefit of the act	
INSURANCE.	
A policy issued at the home office of the company, where the premiums and loss	
are made payable upon an application of a citizen of another state received through	529
its local agent, who had no authority to contract, is governed by the law of the state	
of the company's domicile	
The Massachusetts nonforfeiture acts are not applicable to contracts made without	529
the state by foreign corporations doing business within the state	J <b>4</b> /
The assured by taking advantage, after failure to pay premiums, of an alternative	
provision in a policy, by receiving dividends thereunder, waives the provisions of	529
the nonforfeiture statutes	
The waiver of conditions is within the apparent scope of authority of an agent of a	10
foreign company who made the contract	10
Such agent may by his acts waive the condition requiring indorsement on the poli-	10
cy of consent to nonoccupancy	10
But mere knowledge and failure to cancel a policy, or inform the company, does	10
not amount to waiver	10
A statement by the agent, on delivering a policy, that there was no hurry about pay-	
ing the premium, is not a waiver of a condition requiring the premium to be paid	141
before the policy takes effect	
A stranger, who procures an application upon which a policy is issued and deliv-	
ered to him, to be delivered to the insured upon payment of the premium, be-	313
comes a special agent to receive the premium and deliver the policy	
The policy becomes a binding contract from the time it is assented to by the as-	
sured, provided he pays the premium within the time as agreed by the agent; and a	313
change in condition in health thereafter need not be disclosed	
If the statements made in an application which becomes part of the policy be un-	
true in a material respect at the time they are made, the policy is void, whether they	313
be regarded as warranties or material representations	
A conveyance from fraudulent grantees of a bankrupt to the trustee of his estate	
will avoid a policy issued in their names, hut made payable to him as trustee, if	301
made without the consent of the insurer, as provided in the policy.	
The policy is not avoided by an alteration in the building which does not increase	0.5.5
the risk, where there are no express provisions against alterations	922

	Page
Plaintiff is not concluded by the statements in a physician's certificate furnished as	313
part of her proofs of loss, which is not required by the terms of the policy	3 <b>-</b> 3
A condition limiting the time to commence suit "for a loss to 12 months thereafter is valid	37
The equitable value of Northern policies of Southern holders, which lapsed during the Civil War by default in paying the annual premium, is to be determined by the jury or chancellor; and a verdict founded upon competent testimony, not grossly excessive, will not be set aside	150
Whether a death resulting from the use of liquors during a period of three weeks	
is caused by an "habitual" use of intoxicating liquors, within the meaning of a con-	313
dition in the policy, is a question for the jury	
Interest.	
See "Usury."	
INTERNAL REVENUE.	
The salary of a judge of a court of record, payable out of the state treasury, cannot be taxed as income	222
The constitutionality of an internal revenue act canot be tested in a suit to restrain the collection of a tax levied thereunder	408
The assessor acts judicially in determining what persons and things are subject to taxation, and a mistake in this respect, or an irregularity of proceedings, does not invalidate his action so as to make the collector a trespasser	408
An assessor has power to reassess the income tax of a citizen who has already paid the tax first assessed against him.	855
Removal of goods for delivery to the persons on whose orders they were manufactured, on the agreement that they should he stored for the manufacturer until after Act July 13, 1866, reducing the tax, took effect, renders them liable for the original lax	693
The word "brick" <i>held</i> not to include fire brick. (Acts 1862. § 75. 1864, § 94.)	321
The imposition of an addition of 100 per cent, as a penalty for the return of a false or fraudulent valuation is constitutional	855
A forfeiture for a violation of the law is of the thing itself, and not the interest of	730
the mortgagor, and the mortgagee has no right to intervene to prevent the forfeiture JAIL AND JAILER.	750
A sentence to imprisonment for a year at Blackwell's Island does not direct impris-	
onment in any particular state prison or penitentiary (Act March 3, 1863, § 3), but	506
the prisoner is properly delivered to the custody of the keeper of the Blackwell's Island penitentiary	J - V

	Page
JOINT TENANCY.	
The possession of one cotenant is not, ordinarily, to be treated as adverse to that of	606
other cotenants	606
JUDGMENT.	
Rendition and entry.	
All decrees in the courts of the United States are deemed to be enrolled at the	<b>5</b> 00
term in which they were passed	583
Semble that the two term rule, based upon the old Pennsylvania practice, may he	E 16
acted upon in a case not within the affidavit of defense law.	546
Operation and effect.	
The limitation of 12 years in Act Md. 1715, c. 23, $\S$ 6, does not apply to judgments	691
which have been revived by sci. fa. within the 12 years	091
An agreed statement of facts may be the proper foundation of such a judgment as	521
will bar a new suit between the same parties for the same cause of action	341
The whole controversy is submitted, without limitation, under an agreed statement	
providing that "the court may make any other order or judgment in the case which	521
they shall think it may require"	
A final judgment upon the merits, by a state court of Massachusetts, in a writ of	
entry, is a bar to a writ of right between the same parties, and for the same premis-	521
es, in the federal courts	

	Page
Defendant, in a second suit on the same patent, $held$ estopped, by the judgment in the former suit, from denying the novelty of the invention put in issue therein	1140
The purchaser of a patent and one associated with defendant in the manufacture of an infringing article, pending assessment of damages for infringement after decree for injunction, are in privity to the decree, and are bound thereby	278
Relief against: Opening: Vacating.	
Decree for perpetual injunction in a patent case will not be opened to let in a defense after a delay of 11 months from the payment of an execution issued for costs	959
Judgment by default will not be set aside unless defendant can show that he was guilty of no negligence in suffering the judgment, and has a meritorious defense.	213
Equity will grant relief against default decrees against corporate stockholders in a suit to enforce subscriptions, where there was no just claim, and other defendants, who contested their liability, were successful, where there was no regular service of process, and counsel appeared without authority	259
The fact of giving bail after decree is not necessarily estoppel and release of all errors	259
Actions on judgments.	
Where a judgment is superseded in the court in which rendered, action on the	
judgment in another state will be stayed	213
In a suit on a judgment of another state, the court cannot look to the merits,	
though it may be founded on an illegal contract	213
A judgment in France, based upon a local law designed to regulate the domestic	
relations of residents, and to protect the public against pauperism, is not enforce-	309
able by action in this country.	307
A judgment founded upon the statutory obligation to make an allowance to a son-	• • •
in-law in need comes within such rule	309
JUDICIAL SALES.	
A release to a purchaser at a marshal's sale by the judgment debtor, who holds the	
estate both by mortgage and by a distinct conveyance, conveys both titles IURY.	612
The jury cannot be asked generally as to their conscientious scruples on certain	
questions. The inquiry must be made of the individual members	1093
The right to peremptory challenge <i>held</i> not to exist where the offense was not a capital offense	1063
Peremptory challenges of jurors need not be made at the same time, but the parties	
may alternate	1093
JUSTICES OF THE PEACE.	

	Page
The expression, "I give judgment," includes the technical and formal words of a judgment, and is sufficient	281
The only process a justice of the peace is authorized to issue is a capias, the service of which is an arrest	579
Unless it appears that a jury was required, and refused by the justice, the judgment will not be reversed	281
In the case of a jury trial before a justice of the peace, there can be no review of the law separated from the facts.	492
LANDLORD AND TENANT.	
On a holding over under a lease with a fixed annual rental, the landlord may re-	
cover at the rate stipulated in the lease upon a count in indebitatus assumpsit for a	526
greater sum	
LARCENY.	
Inducing slaves to go aboard a vessel under a promise to be transported into a free state $held$ not larceny	1063
LIBEL AND SLANDER.	
Any publication, the tendency of which is to degrade and injure another person, or	
to bring him into contempt, ridicule, or hatred, or which accuses him of a crime	624
punishable by law, or of an act odious or disgraceful in society, is a libel	
An action for libel in respect to plaintiff's business cannot be maintained when	4
such business is unlawful; as, for instance, acting as agent for a lottery	4
The publisher is equally responsible with the author of a libel	624
It is no justification or excuse for a newspaper libel that the publisher did not personally know the person libeled	624
Where a publication is libelous, and is knowingly made, the law presumes it malicious, unless it is proved to be published on an innocent or justifiable occasion	624
"Malice," in the sense of the law, means "willfulness"	624
A declaration in slander may be amended by adding a new charge, on payment of	
costs and continuance	962
Words spoken of one of the plaintiffs cannot be given in evidence to support an	
averment of words spoken of both plaintiffs	176
Words spoken by each defendant separately, out of the presence of each other, will	
not support an averment of words spoken jointly by defendants  LIENS.	176
An equitable lien cannot be enforced against money, or its representative, unless	10==
the money, or a specific substitute for it, can be identified	1055

	Page
An agent having a lien upon a fund for his services may sue in equity to enforce	
his rights therein against a third person receiving the same with notice, without re-	990
gard to his claim against the principal.	
LIMITATION OF ACTIONS.	
The statute runs in favor of an insolvent debtor, notwithstanding his discharge	492
There is no fixed limitation of time within which suits must be brought in admiral-	
ty. It is discretionary with the court to determine whether a demand has become	1132
too stale to support an action	
The period of a war, during which a party is absent, will be excepted in computing	271
the time for bringing ejectment	371
A second departure from the state is not to be considered in computing the run-	028
ning of the statute, under 2 Rev. St N. Y. 297, § 27	928
The return into a state after a departure must be such as will give the plaintiff op-	028
portunity, by the exercise of reasonable diligence, to serve process	928
A promise to pay "when able" will take the case out of the statute, without proof of	101
ability to pay	181
An acknowledgment of liability for excess duties paid made by an ex-collector of	
customs will not take the case out of the statute as against him, unless made with	928
reference to his individual liability	

	Page
The commencement of a suit, to defeat the statute of limitations, must be the same	387
suit to which the plea is pleaded.	307
MANDAMUS.	
A writ against a board of supervisors should be served upon the individual members. An acceptance by the clerk, although "by order of the board," is not sufficient.  MARINE INSURANCE.	1011
The order for insurance will be considered as containing the contract, where it is materially departed from in the policy; but it can only be resorted to so far as it varies from the policy	403
The words "in each case," in a clause fixing the minimum of loss on goods, vessel, and freight at 5 per cent., <i>held</i> not to mean "at each time of loss," but to refer to the subjects insured, and successive losses on the cargo may be added to make up the aggregate of 5 per cent	889
The necessity of repairs, in the course of the voyage, on account of mere wear and tear, does not impair the original warranty of seaworthiness	889
Seaworthiness at the commencement of a voyage is not prima facie evidence that subsequent necessary repairs arose from extraordinary peril	889
When different causes concur in occasioning a loss, it must be attributed to the efficient predominating peril, whether or not it was in activity at the final consummation of the disaster	837
The attempt by the master of a vessel which was captured on the ground that a war had been, or was about to be, declared, who was left on board with the prize crew, to rescue the vessel, <i>held</i> good ground of condemnation, but not a barratry The capture and burning of a vessel by a duly commissioned Confederate privateer	341
is not a taking by pirates or assailing thieves. 837 Under the marginal words in a policy "warranted free from capture, seizure, or detention," the insurer is not liable for a loss caused by the capture and burning of the vessel by a duly-commissioned Confederate privateer.	837
A consent to a verdict, subject to the report of auditors to ascertain the amount of the loss, does not preclude inquiry as to the cause and nature of the loss, and the amount attributable to the perils insured against	889
Depositions from the record of a prize court are admissible to show the ground of condemnation	341
MARITIME LIENS.	
Nature and grounds	
An hypothecation of a vessel on maritime risks draws after it a maritime lien	1032

	Page
The underwriter has a lien upon a ship, enforceable in admiralty, for premiums due upon marine policies	862
Lumber sold to a shipbuilder, who has several vessels on the stocks, but not for use in any particular one of them, gives rise to no lien against one, in which part of it is used.	1070
A person lending money to be used for repairs and supplies stands in the same position as a material man	112
A vessel owned in Philadelphia is subject to a lien for advances made in New York, on her credit, for the payment of necessary port disbursements and for repairs	308
The enrollment of a vessel under Act Dec. 31, 1792, is prima facie evidence of the home port, and will be <i>held</i> conclusive unless contradicted by clear evidence of the notorious residence of the owners at another place	1160
The presumption and knowledge of the home port is strengthened by the fact that the name is conspicuously painted on the vessel's stern, and a lien for supplies will not be allowed unless it appear that the claimant was deceived by fraudulent or unfair means	1160
When the owners of a boat reside at different ports, the vessel is to be considered a domestic vessel at the port where she is enrolled	1160
A lien enforceable in admiralty arises for repairs and supplies to a vessel in the port of a state to which she does not belong	112. 144. 1160
No lien arises for building a vessel, or for repairs and supplies furnished a vessel, in a port of the state to which she belongs, unless given by the local law	112. 144. 1160
A lien on a steamer for fuel arises upon the delivery thereof on a wharf near by, in pursuance of the orders of her officers.	399
The laborer's and material man's lien attaches when the work and materials are furnished, and cannot be afterwards divested by the act of one of the parties	144
A usage, to effect the lien of workmen and material men on a vessel, must be clearly and uniformly well known and understood among the parties	144
A mariner's services will be deemed maritime if substantially performed on waters within the ebb or flow of the tide	279
A maritime lien arises for services as a mariner on board a vessel having no propelling power, and towed between Philadelphia and New York upon tide waters	279
No lien arises for services as master, or in taking and discharging cargo at wharves, in no way connected with the vessel's navigation	279

	Page
A person who makes a parol contract for the purchase of a share in a vessel, and	
receives, jointly with the other owners, possession of the vessel, cannot acquire a	1000
lien for maritime services	
Priority and enforcement.	
Liens on proceeds are paid in the following order: (1) For seamen's wages; (2) for	
materials arising by the general maritime law: (3) by virtue of a seizure under a	1160
state law, without reference to priority of seizure	
A claimant waives his original admiralty lien by proceeding under a state law and	1160
cannot be reinstated to his original rights.	1160
Claims on the western lakes and rivers are classed by the successive open seasons	1141
of navigation, instead of by separate voyages	1141
The lien for work or materials in the construction of a vessel may be enforced be-	144
fore it is finished or sold	144
Where a lien in admiralty attaches, it follows the proceeds into the hands of as-	697
signees	097
A libel to enforce a lien upon a vessel or its proceeds for premiums due upon ma-	
rine policies should aver their amounts and dates, the names of the insured, and	862,
the extent and character of their interests, and that the policies covered the vessel	866
during the season of navigation	
A libel in admiralty to enforce a mortgage given for advances to fit a vessel for sea	
will be dismissed where the claim of the libellant has been put in and allowed as	528
to the balance of proceeds of a sale on prior libel on bottomry bond	

	Page
Waiver; discharge; extinguishment.	
A lien for work and materials, given by the local law, is not lost by a transfer of the vessel or a change of masters	144
Secret liens must be enforced with reasonable diligence as against bona fide purchasers without notice	769
A delay, after reasonable opportunity, to enforce a lien, will be deemed a waiver as against subsequent purchasers or incumbrances in good faith and without notice	1141
Claims for wages are subject to the rule that delay to enforce a maritime lien will postpone it to subsequent liens acquired without notice, the same as claims for repairs and supplies	1141
Lien for towage services <i>held</i> waived by delay, for an entire season, to file a libel as against bona fide purchaser without notice	550
A bona fide purchaser does not lose the protection of the law by taking the collateral guaranty of a third party indemnifying him against liens	550
A lien arising upon advances made to pay for salvage and repairs is waived, as against a subsequent bona fide purchaser without notice, by taking a time draft duly accepted	10
The taking of a time note <i>held</i> not a release of a lien unless so understood by the parties	1051
A libel filed four years after a collision <i>held</i> too late, as against a bona fide purchaser without notice, where the vessel had previously been within the jurisdiction of the court, to libelant's knowledge	769
A part owner agreed to pay petitioner for supplies, to permit the vessel to leave a foreign port, and subsequently, to prevent an attachment in another port, agreed to consign the vessel to him. <i>Held</i> , in the circumstances, the court would allow a lien on the proceeds of sale on a libel by others	377
Liens under state laws.  The district court in admiralty has jurisdiction to enforce a lien on a vessel given by a state law	144. 1160
The procedure in such case must be according to that in admiralty	144
Where the lien is given by the local law, the lienors may elect to enforce it either in admiralty or in the state court	144
MARSHAL.	
A marshal having two or more processes at the same time, in the same proceeding,	
can charge mileage but once; but additional travel made necessary may be charged. The marshal must name the place of service in his return, so that the correctness	875
of the mileage charged may appear upon its face	875

	Page
The marshal may be allowed interest on expenditures, but not upon fees	875
Martial Law.	
See "War."	
MASTER AND SERVANT.	
The general doctrine of the nonliability of the employer for an injury by a fellow	
servant, established by the English and American ports, will obtain in the federal	718
courts	
Such doctrine will not relieve an employer who failed to use ordinary care in pro-	718
viding competent servants and safe materials and structures	/10
A servant who voluntarily continues in the employ of the master with knowledge	
of the incompetency of fellow servants and of defective machinery cannot recover	718
for an injury thereby caused	
A locomotive engineer cannot recover for an injury caused by the want of a signal	718
bell in the engine cab, known to him when he entered defendant's employ	/10
Mechanics' Liens.	
See "Bankruptcy."	
MORTGAGES.	
See, also, "Railroad Companies.	
"A deed absolute upon its face may be shown, by parol evidence, to have been in-	983
tended as a security	,05
A warranty deed with a defeasance construed as a mortgage, although the grantee	
was given a right to sell the whole or part of the property, at a price fixed, in pay-	983
ment of the debt	
An absolute deed of mortgaged premises given by the mortgagee operates as a con-	
veyance of a defeasible title only, and not as a disseisin, as between the mortgagor	59
and mortgagee	
The release of the equity of redemption does not enlarge the estate conveyed by a	
mortgage in fee, but merely operates to remove the condition by extinguishing the	612
equity of redemption	
A mortgagee in possession is liable for damages caused by willful default or gross	597
neglect in making reasonable and necessary repairs	371
Where the security is inadequate, a receiver may be appointed for the rents and	
profits pending foreclosure sale and time for redemption though the mortgage gives	29
no lien upon the rents and income	
The trustees under a will, vested with the legal estate, are the proper parties to file	594
a bill to redeem a mortgage given by testator	٠,٠

	Page
To a bill to redeem, the heirs of the mortgagee, as well as his personal representative, are ordinarily necessary parties	594
If the mortgagee has never taken possession during his lifetime, the mortgage be-	
longs, in Rhode Island, to his personal representative, and the heirs need not be	594
made parties to a bill to redeem	
Twenty years' undisturbed possession, without any admission of the mortgage, is a	594,
bar to a bill to redeem	606
"An acknowledgment of the mortgage by the mortgagee, in his answer to a bill in equity between other parties, is sufficient to allow redemption	594
An acknowledgment in deeds and other writings with third persons is suffi-	606
cient to allow redemption	
Quaere, whether parol admissions, within 20 years, are sufficient to keep open the equity	606
Acknowledgments by the mortgagee after sales by him do not affect bona fide pur-	
chasers without actual notice of the mortgage	594
The fact that the right to redeem is barred as to certain parcels separately sold will	594
not affect the right to redeem as to the others	<i>3</i> / 1
On a bill to redeem, the mortgagee, who has failed to keen an account of rents and	507
profits, is properly chargeable with what he may be presumed to have received	597
On a bill to redeem from a mortgage, the master need not inquire as to the original consideration of the mortgage, where no question was raised in the pleadings	597

	Page
The master, on a bill to redeem from a mortgage, <i>held</i> right in refusing to open an account settled 30 years previously	597
MUNICIPAL CORPORATIONS.	
What is essential under Act Md. 1835, c. 137, to recover against a city for the destruction of property in a riot. Pleadings and proof	1169
The common council of Alexandria has no authority to make by-laws operating be- yond the limits of the corporation	306
The corporation of Alexandria cannot enforce Its by-laws by corporal punishments.	306
Judgment for penalty of a by-law will be reversed on appeal where the warrant	20-
does not set forth the offense with sufficient certainty	387
A warrant charging the sale of liquor without a license "during the last or present	205
month" will not support a conviction	387
Navigable Waters.	
See "Constitutional Law."	
NEGLIGENCE.	
Upon a count charging negligence of the defendant and his servants, it is sufficient	781
to prove negligence of the servant NEW TRIAL.	/01
A new trial will not be granted against strong circumstances of equity	487
A new trial will not be granted to enable a party to introduce evidence which was	
in his control at the time of trial, but not used because not advised of its impor- tance	679
A verdict or nonsuit will be set aside where reasonable notice to the adverse party was not given of formal objections to a deposition	792
OFFICE AND OFFICER.	
An appointment by the president to an office, during a recess of the senate, to fill a vacancy happening by the expiration of a term when the senate was in session, cannot constitutionally take effect	731
The clerk of the house of representatives is not personally responsible in damages	
for refusing to give the public printing to a person to whom the preceding clerk	129
had prom-bed it	
The rule that public acts of public officers, purporting to have been done in an offi-	
cial capacity, will be presumed to have been done by authority, applied in the case of Spanish officials in Mexico.	456
PARDON.	
A pardon has no validity until its delivery, and consequently may be revoked at any time before delivery	506

	Page
A delivery of a pardon to a marshal is not sufficient to give it validity.	506
A pardon by an outgoing president may be revoked by the incoming president before its delivery to the prisoner.	506
PARTIES	
In Arkansas, all or any number of the parties to a joint and several contract may be	
sued; and, after bringing suit against all, plaintiff may discontinue as to any one be-	416
fore final judgment	
PARTNERSHIP.	
An agreement between equal owners of a vessel, whereby they assumed various	
duties as master and supercargo, and agents and factors, <i>held</i> not to constitute a partnership	575
One advancing money for the purchase of materials to be manufactured, retaining a	Ĺ
lien thereon as security, <i>held</i> not liable as a partner because <i>held</i> out as such by	451
the debtor	
A partner is not liable for interest on partnership account, before settlement and	<b></b> 00
balance struck	580
The partnership is bound by a settlement made by one partner who is authorized	
by an advertisement giving notice of dissolution to settle the firm accounts, but not	1058
by a new note given in payment.	
A promise by partners to pay notes given by one after dissolution, in settlement of	1050
firm debts, is a ratification, and will render them liable thereon.	1058
The surviving partner cannot charge the estate of the firm by drawing bills, after	((0
the dissolution, for advances on shipments made to its regular factor.	668
PATENTS.	
Patentability.	
The patentee cannot recover for an infringement if he was not in fact the original	216
inventor as to every part of the world.	216
An old article, though made by a new machine, is not patentable as a new article	1050
of manufacture	1059
A change of form or proportion, producing a new effect, is not within the inhibi-	151
tion of the statute as a simple change of form or proportion	154
A patent once granted will not be set aside as invalid as not useful, if it be useful,	827
even in a small degree	827
A mere difference in the manner and form of applying an invention, which is the	270
same in principle with one previously used, will not justify a patent	378

	Page
A mode of bookkeeping whereby a balance sheet and statement of assets and lia-	
bilities are constantly shown on a single sheet, thus obviating reference to the	747
ledger, is not patentable	
Who may obtain patent.	
An invention not actually reduced to practice, and not embodied in some distinct	10/0
machinery, etc., is not patentable	1060
Priority will be adjudged to him who first conceived the idea, and, using due dili-	
gence, so described it by words or drawings as to enable a skillful workman to	22
bring it into useful, practical operation, although another first succeeding in perfect-	33
ing the machine	
A person employed to make experiments under a contract by which the employer	
is to be treated as inventor, although conducting such experiments to a successful	498
issue, held neither a sole nor a joint inventor	
An inventor who described his invention to a workman, so as to enable the latter	
to construct it, will be entitled to a patent, if due diligence is used, as against a sub-	684
sequent inventor, who first perfected his machine and obtained a patent	
A patent cannot be said to be obtained in fraud of the right of another, who had	
given up his rights to the plaintiff, by expressly or tacitly permitting him to obtain a	758
patent for it	
Prior public use or sale.	
The purchase, sale, or prior use, etc., to defeat a patent, must have been with the	1061
knowledge and consent of the inventor. (Act March 3, 1839, § 7.).	1061

	Page
Quaere, whether a patent is defeated by the prior sale of an article which is not the	1061
whole of the patented invention.	1001
the model was accompanied by an application for a patent.	1061
Abandonment: Laches.	
Delays in the patent office, which the inventor cannot prevent, will not affect the validity of his patent when granted	498
The protection of the patent will be carried back to the time when the invention	
was conceived, if the patentee has exercised reasonable diligence in perfecting and	1060
adapting it, and applying for a patent	
Application and issue.	
A delay of eight years to make a new application after the first application was re-	
jected, during which time the invention had gone into public use with the consent of the inventor, who had made assignments of interest therein, <i>held</i> not to show	498
actual abandonment	
A delay of 12 years after withdrawal of application, in the absence of good, excuse,	343
held an abandonment	
The patent to the discoverer will be as broad as his mental conception which he	547
embodies in some mechanical device or some process of art	5 . ,
Where the discoverer discloses only one or more of the derivatives or secondary	547
truths of the principle discovered, his patent will be limited accordingly	
The patent will be liberally construed in favor of the patentee, but the description must be so certain as to be understood by those acquainted with the subject-matter	197
But the whole of the specification, as well as the summary and the drawings, will	105
be examined and compared	197
The specification is sufficient if a mechanic skilled in the particular art, from the	020
specifications and drawings, can construct and use the invention	939
The specification must point out the new improvement of the patentee, so as to	750
show in what the improvement consists	758
A claim is properly rejected when it does not set forth particularly and specifically	<b>~</b> 0
the points of novelty relied on to distinguish the machine from prior ones	53
The patent for an improvement need not contain a particular description of the	1 = 1
things already in use	154
Independent separable and separate things, provided they relate to the same sub-	400
ject, may be separately claimed in the same patent	493
Two combinations, separate in their nature, and capable, if desired, of separate use, may be claimed in one patent, and the use of either one is an infringement	493

	Page
The action of the patent office in allowing a separation of claims for the purpose of filing divisional applications is conclusive, and not reviewable in the courts	966
A patent not erroneous on its face is not subject to collateral attack on the ground that the commissioner exceeded or irregularly exercised his authority.	939
The decision of the patent office, in granting a patent, that the inventor had made the necessary preliminary statutory oath, is final	355
Appeals from commissioners' decisions.	
The statute confers no jurisdiction on the judge to hear and determine any appeal, on behalf of a patentee, from a decision of the commissioner of patents against his claim of priority	1048
Reissue: Disclaimer.	
The claims of a reissue may be restricted or enlarged to cover the real invention	939
A reissue may include mere matters of mechanical adaptation or mechanical equivalents	328, 682
A reissue cannot embrace devices not described or specified in the original	966
To sustain the defense that a reissue patent is broader than the original, the latter must be introduced in evidence	827
The action of the commissioner on a reissue is not re-examinable elsewhere, in the absence of fraud	240
Irregular proceedings in the granting of a reissue are no defense to a wrongdoer unless they were contrary to law and the patent was granted to the wrong person A reissue granted to an inventor after he has assigned his entire interest, by writing	498
duly recorded, is not void where the surrender was made with consent of the assignee, in the absence of fraud or concealment	498
The act of congress does not, in terms, require that a surrender shall be in writing.	498
Where a reissue contains nothing that might not have been claimed in the original	
patent, it is not for a different invention.	1061
Repeal of patent.	
Sections 6 and 10 of Act Feb. 21, 1873, relating to the repeal of patents, construed.	378
The patent may be repealed where the patentee was not the original inventor, though he believed himself to be such	378
The patent is invalidated by a false suggestion in any of the several material facts set forth in the specification	378
Actual knowledge of a previous patent or specification is required to establish fraud in a subsequent patentee	378

	Page
An order, on a rule to show cause why a sci. fa. should not issue to repeal a	
patent, is merely a preliminary proceeding, and does not determine the question of	378
its validity	
A judgment in favor of a patentee on a scire facias issued to obtain a repeal of a	270
patent is not conclusive of his right in a subsequent suit for infringement.	378
Extension: Renewal.	
It is no objection to a renewed patent that part of the original patent is omitted	939
The decision of the officer granting an extension is not subject to appeal or revision	939
The equitable rights of defendants, arising out of an agreement, for valuable con-	
sideration, to convey an extended patent, made before the extension, will be pro-	230
tected as against the owner of the legal title	
Assignees and grantees of rights during the original term have a right to use the	
patented invention during an extension under Act July 4, 1836, § 18, whether such	271
right arose from the purchase of a machine or from the grant of a limited or unlim-	4/1
ited right to use	
The same rules apply in the case of patented processes	271
An exclusive right during the original term is limited to a mere right to use during	271
the extension	4/1
All limitations of use during the original term continue under the extension	271
The right to use, resulting from the purchase of a machine, expires with the exis-	271
tence of the machine	4/1
Assignment.	
A power of attorney to hold a patent for the benefit of others who have paid a	
valuable consideration therefor is, in equity at least, equivalent to a formal assign-	230
ment, and is not revocable	

	Page
The consideration for a contract to convey, an extended patent, when granted, being an agreement to pay therefor, a failure to pay will not authorize a revocation of the contract	230
An assignment of all "right, title, interest, claim, or demand whatsoever, into, or under" a certain patent, <i>held</i> not to convey claims for past infringements.	642
An assignment, construed with a contemporaneous agreement, <i>held</i> to vest in a person, as trustee for corporations, the patentee's interest in the patent, and to the same person, as trustee for the patentee, all interest in claims for past infringements Licenses.	642
A patentee, while granting to another a right to make and sell, may retain to himself the exclusive right to make and sell for export or use in other countries  A patentee who has sold the right to make and sell the patented machine within a	946
certain territory cannot limit to such territory the use of the machines so made and sold	946
A sale, by the owner of two patents, of the right to manufacture generally, will be <i>held</i> to be a conveyance of the right under both patents, notwithstanding a previous conveyance to another of the right under one specifically	262
An agreement in a license not to make any further claim of license fees under other patents owned or controlled by the licensee <i>held</i> not to apply to past infringement of a patent, the control of which, including the right to recover for infringements, subsequently passed to the licensor.	642
Construction of a deed from Goodyear to Day of the right to manufacture rubber goods	262
Infringement—What constitutes.  There can be no infringement of a patent before the date of the application or of the patent	758
The use of less than all the elements of of a combination, unless mere mechanical equivalents are substituted for the others, is not an infringement	493, 791
A patent for an improvement upon a patented devise gives no right to use the latter.	325
,	355
A patent confined to mold boards for plows, whose faces are worked upon transverse circular lines whose radii are in the exact proportion of three to one, is infringed by a mold board which contains a slight variation only for the purpose of evading the patent	154
—Who liable.	

	Page
A mere workman employed, by a person who is not the patentee, to make parts of a patented machine, is not liable to damages. (Act Feb. 21, 1793.)	378
—Preliminary injunction.	
Will be withheld on the giving of an ample bond, where defendant is an extensive manufacturer	939
Refused where there did not appear to be danger of irreparable injury to plaintiff, and his right was not clear	946
Will be refused if upon the facts presented, there be a fair doubt of infringe	791
A licensee will be compelled to pay the fee as a condition of using the patent	241
An injunction will be refused until after the determination of a motion for new trial on a verdict for plaintiff in a trial at law	241
The case is the same on bill of exceptions and writ of error sued out	241
Neither the verdict at law nor finding of the jury in a feigned issue are ever con- elusive upon the judge sitting in equity, upon a motion for an injunction	241
The court, or a judge out of court, may permit plaintiff, on motion for preliminary-injunction, where defendant sets up a license, to put in rebuttal evidence	248
The order to permit such rebutting proof, when made by the court, is regular, al-	248
though not made until the proofs are received  Defendant count work to each relative manefalou further manefalous his next	248
Defendant cannot reply to such rebutting proofs by further proofs on his part	<i>2</i> 40
Inexperience and lack of legal knowledge of counsel and ignorance of defendant in	357
not setting up foreign patents, to show want of novelty, <i>held</i> not sufficient ground for opening interlocutory decree.	337
The rules laid down under which preliminary injunctions are granted	969
Neither an absolute nor conditional injunction will be granted where there is more probability of incalculable mischief from the granting than from the withholding	230
—Procedure.  The owner of the legal title is properly joined as plaintiff with one holding an ex-	
clusive right to make and vend the patented article for use in foreign countries in a suit to restrain defendant from making the patented article, and selling to persons	946
who buy for export	
Suits for infringements <i>held</i> properly brought in the name of a trustee of the patentee, joining the patentee as owner of the equitable interest	642
Special pleas with the general issue, setting up a license from the patentee paramount to plaintiff's right, are proper in an action at law	250
Defendant cannot set up in defense that the patent was issued unintentionally, through a blunder of a subordinate in the patent office	966

	Page
Upon the plea of not guilty, plaintiff must prove that the article made, used, or sold	758
by defendant substantially resembled his invention	
The claim that a reissue was obtained under false representations must be distinctly alleged, and as distinctly proved	969
An averment that the patent was duly extended by the commissioner of patents is	
supported by proof that the extension was granted by an acting commissioner, with-	939
out proof that he is such de jure	
The testimony of a witness to prove prior knowledge stricken out, at the hearing, on motion, on the ground that his place of residence was not given in the answer.	328
The word "about", in a specification, rejected for uncertainty, where to give it effect	1 = 4
would invalidate the patent	154
It is the province of the court to construe the patent to ascertain the intent, and of	151
the jury to decide whether the description is sufficient	154
In the absence of explanatory or contradictory evidence, it is the province of the court to construe the language used in the specification	197
The court, upon final hearing, may pass upon a patent without reference to the fact whether or not it has been before a jury	969
The omission to allege, in a declaration by an assignee, the due recording of the as-	
signment, <i>held</i> cured by the verdict	783
-Evidence.	
A prima facie presumption that the patentee was the first inventor arises from the	927
grant of the patent	827

	Page
Under notice confined to a prior use in the United States, evidence of a prior use in England is not admissible	758
In an action at law by an assignee for infringement of a patent, in which defendant claimed by assignment from a trustee of the patentee, <i>held</i> , that plaintiff might show that the instrument creating the trust was procured by fraud from the patentee, and that the burden was on defendant to show that he was an innocent purchaser	252
The purchase by plaintiff from defendant, in the usual course of defendants business, of the infringing article, will sustain a decree for an injunction and an accounting as to other sales	355
An exemplification of a patent afterwards surrendered and canceled may be given in evidence to show that an improvement, subsequently patented, is not original Infringement—Accounting: Damages.	378
The right to an account in patent suits in equity is incident to, and depends upon, the right to injunction and discovery  —Violation of injunction.	1059
Fees and disbursements on application for an attachment for contempt in violating the injunction, and on a reference to take testimony, allowed as part of the fine, though the extent of the violation was not shown  The punishment limited to a fine of the amount of such fees and disbursements	959
and the taxed costs, and commitment until payment Various particular inventions and patents.	959
Billiard table cushions. No. 60,657 (reissued, No. 3,323), for improvement, construed, and <i>held</i> valid and infringed.	325, 326, 328
Bonnets and bonnet frames. No. 15,570 for improvement in machine for pressing, <i>held</i> not infringed.	958
Such patent construed, and <i>held</i> to be infringed	960
Cultivators. No. 19,412 (reissued, No. 1,515), for improvement, <i>held</i> valid and infringed	473
Cultivators. No. 55,630, for improvement, <i>held</i> valid and infringed Fireplaces. No. 14,447, for improvement, <i>held</i> not infringed.	475 791
Harvester rakes. No. 14,350 (reissued, No. 2,982, and extended March 4, 1870), for improvement, <i>held</i> valid and infringed	939
Hats. No. 30,379, for improvement in curling hat brims, construed, and <i>held</i> to be infringed	961

	Page
India rubber. No. 16. to Chaffee, covers both the process and the machinery used in carrying it on	271
Lanterns. No. 13.286 for improvement relating to the attachment for securing the globe, <i>held</i> invalid	470
Plows. Patent to Davis for improvement in mold boards construed, and <i>held</i> valid. Saddles. The Dixon patent for improvement, <i>held</i> invalid.	154 758
Sewing machines. Patent to Robertson for improvement construed, and <i>held</i> valid and infringed	642
Sewing machines. No. 26,205. relating to braiding attachments, construed, and <i>held</i> not infringed	650
Skirts. No. 25,701 (reissued. No. 870). for improvement in skeleton skirts, construed, and <i>held</i> not to be infringed.	969
Skirts. Reissue of August 1, 1865, for improvement in skeleton skits, <i>held</i> invalid and infringed	966
Skirts. Doughty & Draper patent for woven skeleton skirts <i>held</i> valid.	1060
Skirt hoops. No. 20,681, for improvement, construed, and <i>held</i> valid and infringed	963
Speeder for roving cotton. No. 3,089, for improvement in, held valid and infringed	197
Stoves. Reissue No. 6,979, for improvement in base-burning stoves, <i>held</i> valid and infringed	555
Telegraph. No. 42,842 (reissued, No. 3,330), for improvement in electro-magnetic	217
telegraph, <i>held</i> void for want of novelty	217
Tin cans. Reissue No. 1,804 <i>held</i> not invalid as broader than the original claim PAYMENT.	355
Where a bill is receipted, "Received payment by note," the giving of the note must be treated as a payment thereof, in the absence of any evidence to qualify the re- ceipt	1070
A presumption of payment of a debtarises at common law after the lapse of 16 years. After the lapse of 20 years, the presumption is conclusive	680
The presumption of payment of a bond or note, arising from the lapse of 20 years, may be rebutted by circumstances	487
A marshal will not be required to pay into court the proceeds of a sale of property	
claimed by a third person pending suit against him therefor, in the absence of col-	240
lusion or danger of loss	
Where plaintiff does not establish more at the trial than the amount paid into court, he must be nonsuited, or have a verdict against him	889
PIRACY.	

	Page
Robbery on the high seas's piracy; but to constitute the offense the taking must be	192
felonious, and the quo animo may be inquired into	194
A pirate is one who acts solely on his own authority, without any commission or	
authority from a sovereign state, seizing by force, and appropriating to himself, with-	192
out discrimination, every vessel he meets with	
PLEADING AT LAW.	
In suits originating before justices of the peace, no formal pleadings are necessary	163
The facts and circumstances upon which jurisdiction depends must be stated in	886
the pleadings	000
A jurisdictional defect in the declaration may be taken advantage of at any time be-	886
fore final judgment or by writ of error	000
After a complaint is amended on demurrer to cure a jurisdictional defect it be-	
comes substantially a new suit, and defendant may interpose another plea to the ju-	886
risdiction	
A count for injuring the plaintiffs mare by negligence, and a count upon a promise	781
to return the mare safe, may be joined.	/01
Defendant not permitted to withdraw the general issue and file a general demurrer	285
The objection to misjoinder of counts can only be taken by special demurrer	781
A plea in abatement pleaded with matter to the merits is considered waived or	990
abandoned	990
In special pleas in bar color to the plainiffs' right must be given	646
A special plea which amounts only to the general issue is bad	646
A plea of non assumpsit to a declaration sounding in tort is fatally defective	130
A plea will not be considered double for setting up matter which is immaterial to	521
the issue of law raised by the demurrer.	341
A declaration on a note signed by A. & L. without their Christian nmes need not	102
over a partnership, where their names are tated in full in the declaration	104

	Page
An averment of the demise from year to year for three years, at a certain sum per	
year, is not supported by evidence of a demise where the rent for one year was to	938
be less than such sum	
The words "I. & C. Central R. R." cannot, without an allegation of misnomer, or	
offer to prove the identity, be taken to mean the Columbus & Indianapolis Railway	751
Company	
The words "in the state of Ohio." in the description of a note, may be rejected as	
surplusage	1049
Where the declaration omits to state a fact which must necessarily have been	
proved at the trial to justify the verdict, the defect is cured by the verdict, if the	783
general terms of the declaration are otherwise sufficient to comprehend the proof	, ,
PLEADING IN ADMIRALTY.	
The court has no power to permit a libel to be amended by striking out the name	
of a sole libelant, and substituting another in its place	550
A claimant, however, who fails to put his objections upon the record, will be	
deemed to have waived them by appearing and contesting the case upon the merits	550
A decree cannot be rendered upon proofs as to matter not embraced within the al-	
legations, but the pleadings should be amended to enbrace the merits	134
PLEADING IN EQUITY.	
An allegation, in relation to an action at law, should not be set up as any portion of	
the foundation of a proceeding in equity, unless there was a bona fide trial and	969
complete judgment	
A demurrer to a bill in equity admits only facts well pleaded	714
It does not admit averments of conclusions of law, nor the construction of docu-	
ments or parol agreements inconsistent with the written agreements alleged	714
If the answer of the defendant is responsive to the bill, it is evidence in his favor,	
and is conclusive, unless disproved by something more than the testimony of one	384
witness	
The separate answer of one defendant "Is not evidence as against a codefendant	
unless the defendants' admissions out of court would be evidence against each oth-	660
er	
The answer of a defendant in another suit, though good evidence against him, is	
not admissible against a codefendant	600
A joint answer is sufficient if all the parities swear to it	119
Counsel must sign the answer unless it is "taken by commissioners	119
POWERS.	,

	Page
A power of attorney which gives to the agent a veto upon the acts of his principal	230
is equivalent to a power coupled with an interest	200
PRACTICE IN ADMIRALTY.	
Concurrent actions in rem and in personam may be prosecuted in the same suit, under the supreme court rules	1060
The stipulation or bond in such a suit only covers the value of the property attached and surrendered	1060
A libel is informal if it proceed against both vessel and owners	299
Each party has a right to require the personal answers of the other, under oath, to any interrogatories touching the matter in issue	22
The answers to special interrogatories are evidence in favor of the party answering	22
The charge in the libel to which a special interrogatory relates will be taken pro confesso where defendant refuses to answer	22
The court may receive evidence offered by defendant's counsel, where defendant was absent at the time of hearing, and, through ignorance, failed to answer	22
A libel was dismissed for delay in prosecuting the same, where libelant refused the option of going to trial on the libel and answer and the replication filed on the day appointed for the special hearing	978
Default for want of an answer not set aside after a decree from which an appeal	
might be taken. (Rule 29.)	1177
Rules 29 and 40 apply as well to suits in rem as to those in personam	1177
The court has no discretionary power to refuse or postpone an order of sale, where a libelant in rem establishes a clear right	144
On default of stipulators for costs an order or decree must be obtained, on which execution may issue against the entire estate of the parties	394
PRACTICE IN EQUITY.  A moreon connect he made a defendant to a quit in acquire on his own amplication on	
A person cannot be made a defendant to a suit in equity on his own application or compel plaintiff to join him as coplaintiff	1050
An attachment for not answering the bill must not be made returnable to the clerk	1021
at the rules, but to the court	
The issues in equity cases must be raised by the allegations in the bill and answer. Special notices are irregular. Defects can only be cured by amendment	969
A bill will not be dismissed for want of proceeding for three terms, without giving	388
one term's notice of the application	
The court will not receive viva voce testimony at the hearing, unless to prove an exhibit	313

	Page
Issue directed out of chancery to ascertain whether a partnership, asserted by complainant and denied by defendant, was formed as alleged	1108
In exceptions to a master's report, a general assignment of errors is insufficient, unless specific errors are shown	597
Exceptions to a master's report must be founded on the facts stated in the report, or in the accompanying documents and proofs	597
The master or auditor should be requested to report specially such evidence as furnishes ground of exception. The facts will not be opened except to correct unquestionable error	889
A case heard and decided in vacation before one judge, by agreement of the parties, is to be considered as if heard and decided before and by the court	819
If the decree be not actually entered till after the death of the judge who drew it up and announced it, an entry may be made at the next term	819
A rehearing in the case of the death of the judge will be granted only where the opinion was not actually delivered	819
The court may alter its judgment at any time before it is entered up, or, if entered, before it is made final; but after it has been announced it should not be altered without adequate reason and full hearing	819
Fees of masters in equity suits, the amount, and how determined PRINCIPAL AND AGENT.	971
If the agency be special, the plaintiff must show the transaction to be within the scope of the agency	166

	Page
The principal is responsible for the misrepresentations of his agent in making a sale, though in excess of his authority, where he subsequently ratifies the sale	804
If a subagent receives from the vendee a part of the purchase money, and pays it over to the principal taking land instead of it for his compensation, the principal is liable, on a rescission of the purchase for fraud, to repay that part as well as what he received directly	821
An agent to receive a deed for joint purchasers, being one of the number, who procures a deed to be executed directly to a third person for part of his own share, <i>held</i> liable, on rescission of the sale, for the whole consideration received	821
The neglect of a merchant, who was in the habit of insuring vessels for his correspondent, to make insurance as ordered, will render him liable as the insurer, and he is entitled to the premium	542
An agent is not liable in failing to effect insurance on a vessel as ordered by the principal, if he used reasonable diligence	542
The neglect of the agent to give his principal notice of his having been unable to execute the order for insurance will make him liable in damages.  PRINCIPAL AID SURETY.	542
The surety is discharged at law by a change in the contract by the obligee	477
The surety is not released at law by the principal's becoming insolvent after he has	
requested the creditor to bring suit	477
The surety, on the payment of the debt, is entitled to be substituted to all the rights	
of the creditor in securities for the debt	477
PRIZE.	
See, also, "War."	
French owners are entitled to the benefit of the ordinance of congress relative to recaptures	1146
Property belonging to a merchant residing and trading at an enemy port, on capture may be condemned as enemy property	444
The transfer of a vessel during the war, by an enemy to a neutral, to continue in trade with the enemy county, is void, even though made in good faith for value	444
A shipment made after known war, by an American citizen from an enemy's port to one of her colonies, is illegal, as a trading with the enemy	634
The offense of attempting to carry contraband of war to the enemy is complete at the moment when a vessel begins her voyage for that purpose, and she is from that time liable to capture	868
The voyage of a vessel to a blockaded port, although broken by a stop at a neutral	868

	Page
The act of knowingly sailing for a blockaded port, with intent to enter, will render the vessel and cargo liable to capture at any part of the voyage	868
A vessel having knowledge of a blockade at the time of sailing cannot lawfully approach the port for the bona fide purpose of inquiring as to the continuance of the blockade	444, 449
The master is entitled to make inquiry and to receive notice of blockade of whose existence he had no previous knowledge	449
A contingent destination to a blockaded port, if it in fact existed, must appear on the ship's papers	444
Claimants <i>held</i> not estopped, by license and clearance for one place, to show that the primary destination of the voyage was another place, so as to save forfeiture	16
The captors must immediately upon arrival in port, deliver, upon oath, all the papers of captured vessels into the registry of the prize court	634
A general prize allegation cannot be properly joined with an information on a seizure for the violation of a statute	722
The test oath is the oath of ownership simply, and, with a general denial that the captured property is lawful prize, is all that is proper to include in the claim	444
Effect of a claim and answer in a prize suit put in and verified by an agent, and not by the owner	1120
A mortgagee cannot assert his claim in a prize court	444
A citizen of a state in insurrection has legally no locus standi in a court of the United States to contest a prize seizure	1120
During war, no claim standing in opposition to the ship's papers and preparatory evidence is ever admitted in a prize court	634
A commission to take evidence in an enemy's country will not be allowed	634
Prize goods are never delivered on hail until after a hearing, and not then unless claimant shows a prima facie legal title	634
The appellate court will not hold itself hound by the action of the district court in allowing a delivery on bail in a gross case of illegality	634
A vessel was condemned which had among her cargo arms, described in her	
freight list as "hardware" and cotton cards, not marketable at the port for which the vessel cleared, though her papers did not show any other destination	868
Vessel and cargo condemned for an intent to violate a blockade	444, 449
Vessel and cargo condemned as enemy property, and for a violation of blockade.	415, 1120

	Page
Vessel and cargo condemned for violation of blockade of the port of Wilmington, N. C, in a case of spoliation of papers	979
Sale by order of the provisional agent at Barracoa is valid, being subsequently confirmed by the proper jurisdiction at Guadaloupe, under a law existing before the	476
capture  In cases of joint capture by privateers, they share in proportion to the number of men composing their respective crews	536
Officers and crew are entitled to the shares given under the prize act where the shipping articles omit to state them	2
A parol agreement as to distribution of prize money being void, distribution will be made under the statute. (Act 1812.)	2
A parol assignment of a share prizes is void	2
The commander of a squadron is entitled to the flag twentieth of all prizes made by a ship attached to his command, although the other part of the squadron never sailed on the cruise, being blockaded by a superior force	322
To deprive such a commander of his flag twentieth on account of having left his station (Act April 23, 1800, c. 33, § 6). it is indispensable that some local station should have been assigned to him	322
A court of prize has power to give salvage in lieu of prize money to persons, not of the navy, who have rendered valuable service in making a capture	353
Four per cent, of the value of the prize and counsel fees granted to two persons	
who made known the rebel signals, and thus enabled the naval officers to make	353
the prize	
The prize court has jurisdiction to decree restitution of a vessel recaptured from the enemy, and to award damages against the recaptors for embezzlement	979

	Page
PUBLIC LANDS.	
A claim to lands <i>held</i> to have been abandoned	355
RAILROAD COMPANIES.	
The means of consolidation of railroads under the statute of Illinois were left to be	722
adjusted by contracts between the parties	722
Stockholders cannot question contracts of consolidation after the lapse of several	
years, where mortgage bonds of the consolidated company have been sold to bona	722
fide purchasers on the faith of such contracts	
A company is not bound by the parol promises of its officers to guaranty the bonds	1010
of another company, nor by their false representations on the sale of such bonds	1012
Neither officers nor directors have authority to bind the company to supervise the	
construction of a railroad for another company, or to make it responsible for waste-	1012
ful and extravagant expenditures in connection therewith	
The mere presence and assent of a member of an executive committee with a sub-	
committee when an agreement was made, though, taken collectively, they constitut-	1012
ed a majority of the executive, held not to make the agreement binding	
A guarantor of bonds expressly subrogated to the rights of mortgagees in respect to	1012
payments made by it may foreclose for interest payments which it has made	1012
A contract by a guarantor company to either furnish equipment or to lease and op-	
erate the road on terms to be agreed on field not a contract to lease for a rental suf-	1012
ficient to pay the interest on the guarantied bond	
A subsequent agreement in relation to a branch line <i>held</i> to refer merely to leasing	1012
and operation, and not to include an agreement to guaranty its bonds	1012
Bondholders cannot complain of extravagant construction contracts made by the	
lessee of the road and custodian of its bonds and funds, where, out of the lessee's	1012
own means, it has placed the road in first-class condition	
Provisions in mortgage given to secure bonds, providing for consent of trustee to	
contracts before they" shall be a charge on proceeds of sale of bonds, held not to	714
create a charge in favor of a contractor who built a portion of the road	
A judgment against receivers for personal injuries to a passenger does not take pri-	8
ority over mortgage bonds	O
Material men are not entitled to payment, in advance of mortgage bondholders, out	
of the fund arising from a foreclosure sale, notwithstanding promises of payment by	482
the receiver	
Misconduct of mortgage trustees in bringing foreclosure suit <i>held</i> no ground of	
denying relief, where all the parties in interest are brought before the court, so that	1012
their rights may be properly guarded	

	Page
Trustees in mortgages represent the bondholders, and the bondholders need not	1012
be made parties to a cross bill in foreclosure proceedings	1012
The substitution of municipal subscriptions for that of private citizens does not in-	
validate the bonds issued therefor, where there was no deceit or misconception of the facts	131
Recitals in the bonds that they have been issued in compliance with the law will estop the city from alleging defects in the proceedings as against a bona fide holder	131
A resolution of a common council declaring the subscription, and approved by the mayor, is sufficient to show a subscription by the city  RECEIVERS.	131
A receiver may be appointed on a creditor's bill against the surviving partner of a mercantile firm	668
On petition of receiver, persons claiming to have pre-existing liens on realty in his	
possession were required to release them, and an order was made setting apart suf-	<b>5</b> 60
ficient of the proceeds of sale to pay them after the determination of their respec-	562
tive rights	
REFERENCE.	
See, also, "Arbitration and Award."	
The federal courts will not entertain questions on a referee's report, but will regard	490
and treat it as an award by arbitration	490
A reference under state statutes not being recognized by the federal courts, a stipu-	
lation to confess judgment for the amount reported by the referee will not be en-	490
forced therein	
Consent to a reference does not authorize a judgment in invitum on the report	490
REMOVAL OF CAUSES.	
See, also, "Courts."	
Right to removal.	
A suit to foreclose a mortgage is not removable by a nonresident junior incum-	
brancer party defendant, where the other parties are citizens of the same state, and	895
the only question is as to the validity of the mortgage and the amount due on it.	093
(Bev. St. § 639, Act March 2. 1875. § 2.)	
A citizen of the state sued in the state court by a citizen of a foreign country may	281
remove the cause under Act 1875, § 2, cl. 1.	201
The last clause of section 2 of the act of 1875, relating to separable controversies,	
authorizes removal only in suits between citizens of different states, and does not	281
apply to foreigners	
The act of March 2. 1867. is not repealed by the act of March 3, 1875	467

	Page
A cross bill by a nonresident defendant, merely setting up matters put in issue by	
the original bill and answers, cannot change the character of the case, or affect the	895
question of jurisdiction	
Time of removal.	
After new trial granted, the case stands for trial as if no former trial had occurred,	1
and is removable. (Act 1866.)	1
Proceedings to obtain.	
The removal is imperative where the proceedings taken therefor are in conformity	488
with the statute. (Act March 2, 1833, § 3.)	400
Both the signing of the petition for removal and the making of the affidavit may be	467
done by the petitioner's attorney in fact.	407
The approval, by the state court, of the bond of removal, is not necessary to the ju-	467
risdiction of the federal court	407
Form of the order on the filing of the papers from the state court	1
A defect or omission in the transcript of the record of the state court can be cured	467
by certiorari	407
Effect of removal: Subsequent proceedings.	
New pleadings are not necessary on removal by one of two defendants after the	1
cause is at issue in the state court. (Act 1866.)	1
The entry of an appearance solely for the purpose of joining in a petition for re-	
moval, and for no other purpose, so expressed, will give the court jurisdiction on	283
removal, the same was as though process had been personally served	

	Page
The question whether defendant had in fact a right to remove the suit cannot be raised by a motion to remand, made before the trial	488
Any question as to jurisdiction, based on the point of an alleged absence of right in defendant to remove the suit, can be raised at the trial	488
A cause will not be remanded unless the court is satisfied that it has no jurisdiction	281
In the absence of jurisdictional objections, a cause once removed will not be remanded for defects in the bond, insufficiencies of sureties thereon, or other irregularities, which can be remedied, or are not prejudicial to the opposite party	467
A subject of Great Britain brought suit on a joint and several bond in an Illinois state court against a citizen of Illinois and two subjects of Great Britain. The latter were not served, but entered an appearance for the purposes of removal, and all three petitioned. <i>Held.</i> the bond being given in the federal court, it would retain jurisdiction	281
Property in custody involved in a replevin suit, removed to the federal court, should be sold, and the proceeds deposited on interest to abide the result REPLEVIN.	488
Property seized to enforce collection of taxes is in custodia legis and irrepleviable	767
Possession by the plaintiff, and an actual wrongful taking by the defendant, are necessary to support replevin	679
A mortgagee who has no right of immediate and exclusive possession cannot maintain replevin against a tax collector who has seized the property under a void assessment against the mortgagor	767
To recover possession of personal property under the Missouri statute, plaintiff must show the same right of property and possession as in the common-law action of replevin	767
Property in the defendant must be specially pleaded, and cannot be given in evidence under non cepit	679
If the jury find for plaintiff in replevin upon the plea of "non dimisit modo et forma," the judgment must be for the plaintiff upon the whole case, although they find for the defendant upon the issue of "No rent arrear"  SALE.	938
A contract to deliver flour on or before a certain day is not void because the seller has not the flour on hand at the time of the contract	800
A sale obtained by false representations is affirmed by an action for the purchase	659

	Page
There can be no implied warranty of the quality of goods which for some time before the sale have been, and at the time of the sale, are, in the custody of the pur-	906
chaser	
If a contract be absolute to deliver flour on or before a particular day the seller will not be excused by an obstruction of navigation	800
A bona fide purchaser without notice can convey an equally good title to any purchaser	769
SALVAGE.	
Right to salvage compensation.	
The extinguishment of a fire in a ship lying at the wharf of a city, by its fire depart-	
ment, does not entitle the firemen to salvage, even though there is no city ordinance requiring them to extinguish fires. (Affirming 11.)	14
To entitle a person to salvage upon property taken from pirates, the taking must have been lawful and meritorious	192
Salvage will not be awarded upon property taken, without authority from pirates within the territorial jurisdiction of a country at peace with the United States.	192
The crew of a vessel in peril transferred to another vessel cannot recover for subsequent labors in saving the distressed vessel, according to the agreement under which they were transferred	770
Pilots and others, assisting vessels in distress beyond what their mere duty requires, are entitled to compensation	1177
Contracts to perform services.  An agreement made with the head and spokesman of wreckers, by persons who had bought the wreck, to assist in saving materials. <i>held</i> binding on the wreckers, though special authorization to make the agreement was not shown Forfeiture or reduction of salvage.	873
Slight misconduct of salvors under great provocation, not resulting in any loss, should not reduce the amount	770
The fact that a different course of conduct would have been better will not prevent compensation where the course followed was adopted in good faith	770
Amount.	770
The amount awarded may be affected by the number to share therein	770
The amount awarded should be more than a compensation for the mere labor employed	770
Avarice and hard dealing by a salvor should reduce, and extraordinary energy should increase, the amount of his compensation	770

	Page
\$60,000. allowed upon a valuation of \$260,000 for nine months' labor where the salvor vessel abandoned a whaling cruise at is commencement	770
\$12,000 <i>held</i> reasonable award for getting ship worth, with cargo. \$125,000, off a reef at Key West, but reduced one-half because of delay resulting from negligence and gross errors of judgment	632
Remedies for recovery.	
Libelants permitted to amend and file a supplemental bill for extra compensation	620
as pilots where their services were <i>held</i> not to constitute a claim for salvage	
On a libel for salvage where a special agreement is shown in defense, hut no ten-	
der of the balance of the stipulated price is shown, a decree will be entered for	873
such amount, with costs	
Apportionment.	
Cargo held not chargeable with portion of allowance on libel of vessel for salvage,	
where the disaster occurred through unseaworthiness, and the point as to liability	393
of cargo was not made in the answer	
SEAMEN.	
The contract of shipment.	
Ambiguity in shipping articles ought to be resolved in favor of seaman, it being the	
duty of the master or owner to have such contracts couched in plain language.	729

	Page
Shipping articles <i>held</i> not controlling as to the destination, where it does not ap-	
pear that they were originally explained to the seamen, and it appears upon their	908
face that their names were not affixed on the date of execution	
Articles describing a voyage from England to the United States and back held not	720
to include ports on the Pacific coast	729
Shipping articles for a voyage "from P. to G., other ports in Europe, or South	
America, and back to P.," do not authorize a return to a European port after pro-	975
ceeding to South America	
A change of a voyage from that specified in the shipping articles must be actually	
resolved on and known to a seaman, to authorize him to leave a vessel without for-	975
feiting his wages	
A shipwreck discharges the principal obligation, but does not release seamen from	20.4
the obligation of rendering their best services in saving the ship and cargo	204
For such services the seaman may be allowed extra compensation	204
Wreck and loss of freight caused by a master's negligence do not free the owners	
from liability for seamen's wages	121
The master is negligent in not promptly changing his course when the lead shows a	
rapid shoaling of the water near dangerous and well-known shoals	121
Where the negligence of a master is in issue, the failure to show or account for the	
chart used by him raises an inference that the shoal where the vessel was wrecked	121
was set down thereon	
Liability exists for wages of seamen duly discharged in a home port after a wreck,	
not with standing general maritime law, when the shipping articles promise wages	121
unless forfeited by misconduct	
Seamen discharged without reason before commencement of the voyage are enti-	0/1
tled to damages for the loss of the voyage	861
In the case of a voyage from New York to San Domingo, half a month's wages al-	064
lowed as damages	861
A seaman cannot recover against a vessel for gratuitous hospital treatment. The	100
right to "recover is limited to actual charges and disbursements	120
Nor can he recover for injurious effects still remaining because of the injury, in the	400
absence of negligence	120
Wages-Right to.	
The English rule that freight is the mother of wages does not obtain in this coun-	20.4
try.	204
Seamen are entitled to full wages up to the time of shipwreck, provided, by their	<b>2</b> 0 :
exertions, enough is saved of the freight and wreck to pay them	204

	Page
Extra wages (Act 1803, c. 62) are not allowed on a discharge abroad on shipwreck, unless the vessel can be repaired at a reasonable expense and in a reasonable time, the burden of negativing which is upon the owners	200.
On a shipwreck and sale of the vessel abroad, a seaman not entitled to extra wages is entitled to a sum to defray his expenses home, to be paid from the proceeds.	204
An extra award to seamen for services in saving property in cases of shipwreck may be allowed against the cargo as well as against the shin	204
The rule of the maritime law allowing a seaman his wages out of the savings of wrecked vessel, and expenses of his return home, superseded" by Act Aug. 18, 1856	1071
The amount of a cooper's lay on a whaling voyage fixed where he was disrated for alleged incompetency	874
A seaman discharged in foreign port for going ashore in violation of orders <i>held</i> entitled to his wages to the date of discharge, with \$IO damages and half costs Wages—Remedies for recovery.	961
A minor may recover wages in his own name when the contract was made personally with him, and it does not appear that he has any parent, guardian, or tutor entitled to receive them	18
An action to recover wages notwithstanding loss of vessel, authorized by the British statute on production of the certificate showing fidelity, is not upon the statute, which simply removed a disability previously imposed by the maritime courts	134
In such case, proof of fidelity may be shown by other legal evidence than the certificate	134
A libel in rem for wages, brought within 10 days after discharge of cargo at the last port of delivery, will he dimissed as premature	18
The seamen need not wait the 10 days where he is discharged	18
The charges made on the shipping papers of advances to the seamen in the course of the voyage are not evidence until verified by the suppletory oath of the master —Deductions: Extinguishment, etc.	22
A release under seal on payment of wages is only prima facie proof of payment The payment to the consul of the extra wages required by law on the condemna-	22
tion and sale abroad of an injured vessel, discharges the owner's liability, though the seamen refused to receive it	1071
In such case the master has no right to deduct, from the amount due, a charge for exchange	1071
A discharge need not be shown by direct evidence, but maybe inferred from circumstances	18

	Page
An entry in the log book is prima facie evidence of its truth in every particular, and, to be falsified, must be disproved by satisfactory evidence	975
Wages not always forfeited by disobedience of a captain's orders' unattended by aggravating circumstances	1118
Seamen refused to proceed to sea until the rigging was repaired, and on arrival in	
the outward port, finding other persons employed to unload the ship, they went on	755
shore. <i>Held</i> , that wages should not be forfeited	
Foreign seamen.	
Act July 20, 1790, c. 29, regulating seamen in the merchants' service, does not ap-	9 <i>5</i> 2
ply to foreign seamen on foreign ships	853
SET-OFF AND COUNTERCLAIM.	
Defendant cannot sot off plaintiff's acceptance of defendant's draft, not due at the	
commencement of the action, but due before plea pleaded; nor can it be allowed	286
as payment on the general issue of non assumpsit	
In an action on a bill of exchange." defendant may set off a claim for neglect to in-	
sure a vessel in a certain amount, as plaintiff was bound to do, where the vessel	542
was lost without insurance	
Damages on bills of exchange, paid by the defendant, upon bills drawn by him on	<b>5</b> 40
the I plaintiff, and which the plaintiff was bound! to pay, may be set off	542
Unless notice of set-off be given before the suit is called for trial, it will not be per-	160
mitted to be given in evidence, upon non assumpsit	460

Page

SHIPPING	rage
Public regulation: Title to vessel.	
Compulsory sale of vessel not ordered on application of one owner, where the other equal part owner in possession offered to stipulate for her safe return from the voyage contemplated	*166
The majority owner of a foreign vessel merely touching at an American port en route <i>held</i> entitled to recover possession against an alien minority owner acting as master	681
One of two part owners in a vessel run for their common profit cannot contract with a shipper, without the consent of the other, to apply freight earned on his individual debt	903
The part owners may jointly maintain a suit in admiralty to recover the freight, notwithstanding such contract  Carriage of passengers.	903
Passengers for New York, having certificates from a ship agent engaging that they should be carried to Philadelphia and forwarded to New York free of expense, were received on board a vessel at Cork, and the certificates retained by the master without dissent until arrival at Philadelphia. <i>Held</i> a maritime contract binding on the ship, and not separable as to the two stages of transportation Liability of vessel or owners, etc.	480
Vessel owners are not personally liable for a loss by fire occurring without their design, or neglect of cargo delivered on the wharf into the charge of the officers of the vessel, though they were negligent in not promptly putting the goods on board. (Act March 3. 1853, $\S$ 1.)	698
A vessel is exempt from liability for wages of seamen who hire with knowledge that she is chartered by the master on condition that he victual and man her, and divide the earnings with the owner	566
A libel against owners for supplies will be dismissed as to one who, though registered as owner, was in fact but a mortgagee of part of the vessel, where he had no ostensible connection with the vessel, and credit was not given on the ground of his partnership	1175
The mortgagee of a vessel to secure a contingent liability as indorser upon a note <i>held</i> to have a right to intervene to protect his interest in a libel against the vessel for wages	1141
Necessary averments and proofs to support a libel between co-owners for supplies furnished ship's husband, or against mortgagee therefor	794

The master.

	Page
Under the registry laws, the person in whose name, as master, a vessel is regis-	
tered, must be deemed her master for every legal intendment and purpose, though another person is employed to navigate and discipline the vessel	1141
An alien cannot he deemed master of an American vessel, even for the purpose of defeating his claim to a lien for wages	1141
The master and co-owner of a whaling ship <i>held</i> entitled to recover in admiralty the amount due him as master after the voyage had been made up, and his share of the lay ascertained	616
Unascertained indebtedness in the capacity of owner, unconnected with the contract of hiring, cannot be set off in such case	616
A master has no lien upon the vessel for his wages.	1141, 1160
The master has a lien on freight for necessary disbursements for incidental expenses and liabilities incurred therefor during the voyage, and also for his wages	1085
Such lien will be paid prior to that of general creditors and prior claims	1085
The master is not answerable for losses arising from unavoidable accidents, mere errors of judgment, or failure of success, after having exercised all reasonable diligence and discretion	297
In the case of a cargo found in a perishing condition the master is quasi agent for both consignee and vessel owner, and the vessel is not liable for his acts honestly put forth in an emergency	312
Owners are answerable for the master's torts under a general principle of the maritime law, and not by virtue of any special contract	294
The owners of a vessel are not liable for the acts of the master in excess of his authority, to the injury of others, in a business different from that for which he was employed	637
SLAVERY.	
The list of slaves (Act Md. 1796, c. 67) must be filed with the county clerk within three months	111
Color is a prima facie evidence of slavery, but the presumption can be overcome by proof to the contrary	1063
The fugitive slave law is not retroactive.	45
What constitutes a hindering or obstructing the arrest of fugitive slaves, or of harboring them, within Act Feb. 12, 1793. giving a right of action therefor.	1093, 1095, 1100

	Page
Competency and sufficiency of evidence in an action for the penalty given by the	1093,
statute.	1095,
statute.	1100
Construction and effect of commissioner's certificate under fugitive slave law	45
Slave removed from Virginia to the District of Columbia held entitled to freedom	1185
Record and hearsay evidence of freedom.	129
SPECIFIC PERFORMANCE.	
A bill will not lie to enforce a contract to sell land, whose consideration was money	
to be paid and certain work to be done, where the work is not done, and there has	483
been no offer to perform	
STATES.	
The compact between Virginia and Maryland does not prevent Maryland from pro-	415
hibiting the importation of Virginia slaves from Virginia	413
As to a reconstructed state, <i>held</i> , that constitutional provisions for homestead ex-	
emptions took effect from the date of ratification by the people, though the state	334
was not admitted to representation in congress until later	
STATUTES.	
A statute must be so construed, if possible without doing violence to language, as	50
to give force and meaning and effect to every part of it	30
A section in a revision will not be given a construction in opposition to its positive	789
provisions, in order to conform it to the preexisting statute	709
Part of the tariff act of June 6. 1872, having been embraced in the Revised	
Statutes, that act was consequently repealed on June 22. 1874. by the express pro-	789
visions of Rev. St. § 5596	
TAXATION.	
Constitutional provisions for the protection of taxpayers must be strictly construed.	460

	Page
A state law taxing nonresident merchants, etc., on all sums invested in business in the state, is not unconstitutional	1164
The validity of a provision as to collection of taxes against nonresidents from property within the state of the firms, etc., to which they belong, cannot be determined on a bill filed by a nonresident to restrain collection, to which the other members of the firm are not made parties	1164
Municipal taxes are levied under the same general authority as state and county taxes, and a sale by municipal authority is essentially a sale by state authority	460
The purchaser at a tax sale in Illinois must show that the person in whose name the land was taxed resided in the county when the notice of sale and time for redemption was served upon him	460
The right of a purchaser at a tax sale In Illinois to a deed is postponed on a resale within two years for taxes	460
TELEGRAPH COMPANIES.	
Telegraph companies are bound to deliver messages impartially, in good faith, and	918
in the order in which they are received	,
A person using the telegraph, unless he insures his message, takes the risk of delay and failure to deliver, arising from accidents and obstructions incident to telegraph	918
lines	
The fact that a message left at a telegraph office in New York at 5:20 p. m. was not delivered at Mobile until 10:30 a. m. on the next day <i>held</i> , prima facie evidence of negligence	918
A contract exempting the company from liability for damages resulting from delay, unless the message was ordered repeated, is void, as against public policy	918
The company is only liable for damages which were within the reasonable contemplation of the parties at the time of making the contract for transmission	918
The liability is limited to nominal damages merely, notwithstanding the agent was informed that the message was important, where the dispatch does not in any way indicate that damages will be suffered by delay  TOWAGE.	918
A tug is liable for damages, resulting from negligence in her navigation, to a vessel	
in tow whether she is towing under a contract or not	351
The condition in the towage contract. "All towing at the risk of the master and	
owners of the boat or vessel towed," will not exempt the tug from liability for negli-	348
The running of the tow on a sunken pier known to the master of the tug <i>held</i> conclusive evidence of negligence, in the absence of proof of vis major	351

	Page
The tug will he <i>held</i> solely liable for a collision between boats in her tow, caused	O
by the grounding of one on attempting to pass a raft moving in the same direction in a narrow channel	20
TRADE-MARKS AND TRADENAMES.	
A registered trade-mark for plug tobacco, consisting of longitudinal and transverse	
lines for dividing the plug, will not prevent the use of Greek crosses and half crosses for the same purpose	4
Acts of acquiescence in the use of complainant's alleged trade-mark by defendant will estop complainant to claim that the defendant has no right thereto	399
The basis of the action of a court of equity to restrain infringement is fraud on the part of the defendant	399
TREASON.	
Quaere, whether the constitutional disqualifications from holding office by having engaged in Rebellion (Amend. 14) operates to exempt from prosecution for treason TRESPASS.	63
The person who forcibly carries another on board a steamer, and the master who	
carries him to sea against his will, are joint trespassers, and a recovery and satisfac- tion against one will bar an action against the other	1132
It is the province of the jury to ascertain the damages when they are uncertain TRIAL	163
If there be only one issue, and the defendant holds the affirmative of that, he has a right to open and close	33
A party producing a record in evidence is not obliged to read the whole of it; but the opposite party may read it	129
Impertinent inquiries in examining a witness, having no bearing upon the case, should not be allowed	220
Leading questions may be asked in cross-examining a witness	200
The construction of an oral contract is for the jury, where there is a conflict as to the words used or ambiguity; otherwise, it is for the court	555
Neither the testimony of witnesses in general nor of experts is admissible to prove the construction of a written instrument; but such testimony is admissible to ex- plain terms of art, etc., and to acquaint the court with the circumstances under which the writing was made	262
Form of verdict on bond conditioned to pay money by installments, rendered before all installments are due	29
Plaintiff is entitled to legal interest on a verdict where judgment is delayed by defendant by motion for new trial or otherwise	995

	Page
TRUSTS.	
A deed of trust to secure creditors with ascertained debts marshaled them into	
four classes. Held that a bill would lie by one of the fourth class for breach of the	923
trust without making the others parties	
USURY.	
See, also, "Bills, Notes, and Checks."	
Under a constitutional provision that no higher rate of interest than 6 per cent shall	
be taken or demanded, and that the legislature shall provide by law all necessary	699
forfeitures and penalties against usury, a contract for a greater rater of interest is	099
void in toto, though the legislature has not provided forfeitures, etc	
Accommodation paper made in New York was placed in the hands of note bro-	
kers there, who sold the same by correspondence at 10 per cent, discount, as first-	
class business paper, to a Connecticut corporation, who paid for the same by check	786
on a New York bank. Held, that the transaction was governed by the law of New	
York, and that the notes were void for usury	

	Page
VENDOR AND PURCHASER.	
A bona fide purchaser for a valuable consideration, without notice of any fraud in	
the grant to his vendor, takes a good title as against the original grantor and his	612
heirs	
A bona fide purchaser without notice, at a sale by a person appointed by the legislature to sell intestate's estate for payment of his debts, takes a good title as against	612
the heirs, though the sale be fraudulent	
A purchaser has not by law constructive notice of all matters of record, but only of those to which the title deeds of the estate refer, or put him upon inquiry	612
A purchaser <i>held</i> to be entitled to recover back his deposit and expenses incurred	
in searching and examining the title, where the order compelling him to complete	1051
the purchase is withdrawn by consent of the vendor, a receiver	
WAR.	
Neither the chief justice nor any associate justice of the United States can sit either	
as a circuit court or as a single judge in a region subject to martial law, even to the	63
extent of hearing an application to admit to bail	
Where a prisoner is in the custody of the military power in a region subject to mar-	
tial law, the judge of a civil court cannot hear an application to admit the prisoner	(2
to bail until the legality of the military custody has been inquired into, by means of	63
an application for a writ of habeas corpus	
Interest will not abate during a war where the alien enemy has a resident agent	105
known to the debtor	485
The usage of making annual rests in an account does not apply where commercial	485
intercourse is suspended between the countries of the parties' residence by war	403
Payment of a debt, by the trustee, to a receiver under a decree of confiscation of a	022
Confederate court, held a breach of trust as against a loyal citizen	923
A decree in an attachment case instituted during the war by seizure of the property	022
and publication of notice held void as against a loyal citizen	923
The Georgia statutes (Act Dec. 14, 1861; Act Oct. 1, 1865) suspending the statute	
of limitations, however defective in point of original authority, were ratified by the	41
state constitution of 1868	
Only those cases in which the statute had fully run before the passage of such	
retroactive legislation are within the control of Act Ga. March 16, 1869, declaring	41
such legislation null and void in certain cases	
A military officer acting under the law martial is justified by an order from a supe-	534
rior officer, apparently within the scope of his authority	)) <del>4</del>

	Page
If the superior has secretly abused his power, he, and not the inferior who executes the order, is answerable	534
Vessel belonging to alien woman residing transiently in rebel territory, not engaged in mercantile business, <i>held</i> not subject to confiscation. (Act July 13, 1861.)	631
The extent of the liability of the owners of a commissioned privateer for acts of the officers and crew discussed	637
WATERS AND WATER COURSES.	
On a bill to restrain maintenance of a well alleged to have caused a diversion of	
plaintiff's stream, where the testimony was voluminous and contradictory, the facts	617
were submitted to a jury	
WILLS.	
A will may be republished by the testator's verbal declarations, so as to include property acquired after its original execution. (Act Pa. 1833.)  WITNESS.	696
The constitutional provision securing to an accused the right to have compulsory	
process for obtaining witnesses does not authorize process to ambassadors or consuls.	710
The federal courts will not grant a subpoena duces tecum for the purpose of bring-	
ing up the original papers in a cause in a state court	625
On application for a subpoena duces tecum directed to a consul, it must appear	
that the document is not an official paper protected by law from examination and seizure	710
The witness' privilege of refusing to answer on the ground that the answer would criminate him does not extended to examinations before a grand jury	560
A creditor of a voluntary bankrupt is a competent witness for other creditors opposing the bankrupt's discharge	217
A surety in defendant's administration bond is a competent witness for defendant.	44
Defendant in replevin, bailiff of the landlord, and indemnified by him, may be examined as a witness in the cause	767
Particular acts of turpitude cannot be given in evidence to discredit a witness. The	
question is only as to his general character for veracity	129
Inconsistencies and incongruities in the testimony of witnesses whose general character for veracity has not been impeached will be reconciled if possible	684
A witness attending voluntarily is entitled to his fees from the party at whose instance he attends, though they cannot be taxed against the losing party  WRITS AND NOTICE OF SUITS.	1069

	Page
A service of a subpoena in equity by a person other than the marshal, unless specially appointed by the court, will be set aside on motion	281
Service of notice on clerk of corporation, as directed by president and directors,	
held sufficient	30
It is sufficient service of the subpoena, in a suit to enjoin ejectment, to serve it on	0.00
the attorney of the plaintiff in the ejectment	803
Service on defendant by leaving a copy of the process at his residence, it not ap-	259
pearing that it was left with any person, is not valid. (Equity Rule 13.)	
An attachment cannot be served in court	176