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Where the bankrupt has taken the oath required by section 29, act 1867, the creditor has the burden of showing that he has forfeited his right to a discharge.	146
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The giving of preferences before the passage of the bankrupt act, which would be fraudulent thereunder, will not bar the discharge.	346
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The concealment denounced by section 29, Act 1867, embraces a concealment of title to property, as well as the hiding from view of the property itself.	1073
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The validity of a transfer procured by a warrant to confess judgment is to be determined at the time when the judgment is entered and execution issued.	456
A bank holding the note of the bankrupt received from him, in payment, with knowledge of his insolvency, a check on the bank, covering the amount of his deposit and a payment in cash. <i>Held</i> , that only the payment in cash was a fraudulent preference.	564
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<b>Indorsement and transfer.</b>	

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<b>Actions.</b>	
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Where the bill of lading is silent as to the place of delivery, the vessel is obliged to discharge the cargo at the shipper's wharf according to the usages of the port.	131
The usage of the port in such case is binding as a maritime contract on both parties.	131
Brokers by whom a shipment is made may bind the owner to the usual stipulation limiting the carrier's liability.	1051
The carrier is liable for loss of oil by leakage caused by the casks not being properly wet, where the bill of lading stipulates for such wetting, notwithstanding a clause, "Not accountable for leakage."	895
During heavy weather a noise was heard below, and, on the hatches being opened, several casks of wine, which had been well stowed, were found broken. <i>Held</i> , that the vessel was not liable under the exception of sea perils, or insufficient package.	1051
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Where money is advanced for repairing a vessel on the credit of the owners, a bond given therefor by the master is invalid.	951
A consignee having cargo and freight or funds in his hands cannot take a bottomry bond from the master for advances made by him.	1017
A bottomry bond may be held good in part and bad in part, or the maritime interest may be moderated.	951
A bill of exchange on the owners for the same sum for which a bottomry bond is given by the master does not invalidate the bond, but is collateral thereto, and subject to the same contingencies.	951
An acquittance written on a bottomry bond by a son-in-law of the vessel owner, to whom it was sent for collection, who substituted himself as debtor, <i>held</i> fraudulent, and not available to one who purchased with notice of the lender's claim.	63
Such bond is not waived by bringing suit and recovering judgment against the person to whom it was sent for collection, in ignorance of the facts constituting the fraud.	63
A bottomry bond given by the master, though invalid as such, may create a lien on the vessel where the master had power of attorney from the owner to borrow money upon the vessel.	1015
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<b>BOUNDARIES.</b>	
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<b>CARRIERS.</b>	
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A baggage-transfer company, by conditions printed upon receipts given for baggage checks, may limit its liability for certain goods, and in certain amounts, unless specially agreed otherwise.	495

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Construction of the words "any article, in a clause limiting liability in a receipt given by a transfer company for a baggage check.	495
Under a bill of lading silent as to the method of delivery, the carrier must at least give notice of the time and place of unloading, or the place of deposit.	659
A usage or custom, to excuse such notice, must be so clear and notorious as to afford a presumption that all parties acted with an understanding of its character and application.	659
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The delivery by the carrier to the actual owner is a good defense to an action by the shipper, who had no title.	1157, 1160
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Payment to a carrier, by an insurance company, of damages to a cargo by a collision, will not prevent the carrier from maintaining a suit against the wrongdoer for the full amount of the damage.	608
<b>CERTIORARI.</b>	
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A charter to carry Chinese coolies between foreign ports is not void on the ground of immorality, when made before the law prohibited American vessels from engaging in such business.	590
Construction of charter of a ship to carry Chinese coolies from China, to a foreign country, as to the number that might be carried, where it was the custom of the business to overcrowd the vessels.	590
A vessel, under a charter containing no exception, of restraints of princes, <i>held</i> liable where she failed to take in a cargo of barilla at the Canary Islands, where the authorities required that she should first go to Spain, to quarantine.	440
As between the charterer and the owner, the charter party, and not the bills of lading, controls, where their terms are conflicting.	132
After the cargo had been loaded the charterer took it out of the vessel, and refused to fulfill the charter party. <i>Held</i> , that the owner had a lien on the cargo for the breach.	27
Where the meaning of the charter party is clear, a mistake cannot be alleged in defense to a suit in rem for a breach.	27
On a libel for freight under a charter, the charterers can recoup damages for a breach only to the amount of the freight.	440
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The owners of a vessel whose master gave the order, obedience to which by the mate of the other vessel caused a collision, cannot sustain a claim for damages.	982
<b>Between sail vessels.</b>	
A bark sailing almost directly before the wind will be <i>held</i> in fault for collision with a schooner to leeward, sailing within two points of closehauled. (Rev. St, § 4233, Rule 17.).	124
A bark closehauled upon the starboard tack, approaching a schooner closehauled upon her port tack, at an angle of about six: points, has the right to keep her course.	771
The fact that the vessel whose duty it was, under the rules, to give way, was disabled and partly unmanageable, does not impose upon the other vessel the duty to avoid her, unless the disability was manifest.	771
Where the fault of luffing is induced by the wrongful act of the other vessel, in not giving way, it will not render the vessel liable for damages caused by the collision.	196
<b>Between steam and sail.</b>	
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The sail vessel will alone be <i>held</i> liable, where she changed her course without reason, and when not in danger, if the collision would not have happened, had she held her course.	1008
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Between steamer and sail vessel, where the latter presented a confusion of lights, and the former failed to slacken her speed, and both were <i>held</i> in fault.	994
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A contract for filling and grading sidewalks is not void because at the date of the contract no grade for the sidewalks was established.	220
A contract for sidewalk improvement <i>held</i> not invalidated by the fact that there were no specifications on file at any time as stated in the advertisement for bids for the work.	225
The fact that there were no specifications will not invalidate the contract for uncertainty, where there was a well-known process of doing the work.	220
The fact that a contract has been vacated, and a new one adopted in its place, is a good defense to an action on the original contract.	225
The city cannot avoid a contract for street improvement because it imposes a more rigid condition on the contractor than authorized by the ordinance under which it was made.	225
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A public agent of the government, contracting for the use of government, is not personally liable, although the contract be under his seal.	283
<b>PARTIES.</b>	
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In a suit against the obligor in a bond paid in Confederate currency to an executor during the Civil War, to cause him to deliver it up and pay it again, the executor is a necessary party.	738
The omission of mortgagees on a bill in equity in relation to the premises is no cause of abatement of the suit.	746
Creditors are not necessary or proper parties generally in a bill between partners to wind up the partnership affairs.	746
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On the arrest of a vessel the mortgagee may intervene, to protect his interest and contest a forfeiture.	448
The interest of a person in a suit, arising solely from his agreement to indemnify respondents against the result of the litigation, is not sufficient to give him the right to intervene in the action.	1155
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Upon a dissolution, each partner has a lien upon the partnership property, both for an indemnity against joint debts, and for his proportion of the surplus; but the creditors have no lien thereon for their debts.	746
A bond and security given by the continuing partner to the retiring partner, to relieve him from payment of the firm debts and to assume their payment, is not merely an indemnity, but is an obligation to pay, and may be enforced by the creditors.	459
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<b>PATENTS.</b>	
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The application of a known combination to a new object is not patentable.	603

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The application of an old process to produce a new result is not a patentable invention.	656
The production of an old result by a new process is patentable.	656
The making in iron of a frame which had before been made in wood <i>held</i> not patentable.	324
A combination of machinery for cooling meal in the process of converting grain into flour, with machinery for preventing the waste of meal, <i>held</i> patentable.	47
The placing of two or more letters upon spelling blocks arranged systematically <i>held</i> not a patentable improvement.	171
No degree of utility is required, but only that the invention shall not be frivolous or dangerous.	290
A rejected application for a patent is not evidence that the thing described was ever used, nor is such description a patent or a publication, within the statute.	47
Trials and experiments which led to no practical result, and were abandoned, will not defeat the patent to another.	240, 242, 246
An invention ending in experiment only, and laid aside as unsuccessful, will not invalidate a patent granted to a subsequent inventor who perfects the invention.	678
<b>Who may obtain patent.</b>	
A perfected invention, if diligently pursued, will date back to the time of the first conception, as against a later conception of another, first perfected.	120
The person who first makes known the principle of the invention, so that another would be able, from his description, to put it in use, is the first inventor, though he did not put it into practical operation.	151
<b>Prior public use or sale.</b>	
A “public use” means a use in public, as distinguished from a secret use.	918
A public exhibition of the invention by a person to whom a half interest has been sold is a public use with the consent of the inventor, within the rule	918
So is a public use for years by others of machines constructed upon substantially the same principle as that of the applicant, of which he might have had knowledge.	918
The continuity of an application is not necessarily destroyed by the withdrawal of the first application and the filing of a second one so as to render the patent void because of a public use or sale more than two years before the filing of the second application.	670
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<b>Prior description or foreign patent.</b>	
The foreign patent, to invalidate a domestic patent, must have been granted before the invention here, not merely before the application for a patent.	663
An English patent takes effect only from the date of its enrollment, and not from the date of the filing of the provisional specification.	663
<b>Abandonment: Laches.</b>	
Two years' delay to file a new application, after the rejection and withdrawal of the first one, caused by the delay of the patent agent, <i>held</i> not an abandonment.	715
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Twenty years between the date of the original application and the final grant of the patent, where the application was rejected and repeatedly renewed, will not invalidate the patent.	635
A reissue is prima facie evidence that there has been no abandonment.	290
A rejected application, of itself, <i>held</i> no evidence of the existence of a perfected invention at the date it was filed.	715
<b>Application and issue: Interference.</b>	
A commissioner has full authority to examine and adjudicate on the question of abandonment, and to compel the attendance of witnesses for that purpose. (Act March 3, 1839).	918
The determination of the patent office as to whether two things are equivalents cannot be limited or restrained by the admissions or denials of the parties.	1087
The granting of an extension of time for the taking of testimony in an interference case is within the discretion of the commissioner, and no appeal lies from his refusal, except in the case of a plain abuse of discretion.	492
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An interested party will not be allowed to assign his interest immediately before the hearing, so as to make him a competent.	151
<b>Extent of claim.</b>	
A patent for an improvement must clearly distinguish the old from the new.	615
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A claim for "said manufacture of printing type, made substantially as described," <i>held</i> a claim for the process, and not for the product.	811
<b>Equitable relief.</b>	
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<b>Reissue: Disclaimer.</b>	
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A patent for a combination of old elements may be reissued for a combination of fewer elements than were contained in the combination originally claimed.	*47
The invention must be shown in some part of the patent, specification, drawings, and model, to validate a reissue.	290
Differences in the claims are consistent with the identity of the thing designed to be patented in both patents; it being one object of the surrender to correct by changing the description or claim, or both.	1063
The reissue furnishes prima facie evidence that everything necessary to justify the commissioner in granting the reissue had been produced before the grant was made.	290
A legal presumption arises from the action of the patent office, that the reissue is for the same invention as the original.	1063
The commissioner, in deciding upon the question whether the invention claimed in the reissue is the same as that intended to be patented under the original application, should receive all legal proof offered.	1053
The decision of the commissioner is prima facie evidence, and can only be impeached for fraud.	1053

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The prior use of an invention under a defective patent cannot take away the right to a reissue, or authorize its use after the reissue.	1053
A disclaimer of a part, or a statement that it is old, will not prevent claiming the same in a reissue, if made by inadvertence accident, or mistake.	1053
A disclaimer limited to the application in which it is made does not prevent the inventor from claiming the same matter in a subsequent application.	151
<b>Extension: Renewal.</b>	
A license to use the patented invention “during the term for which said letters patent are or may be granted,” does not apply to an extended term.	272, 276
The licensee, under Act July 4, 1836, § 18, may use such patented articles as it has in use when the original term expires, until they are worn out.	272
<b>Assignment.</b>	
An assignment made before the patent is granted is valid.	1
<b>Licenses.</b>	
An assignment of all right and interest under a patent in certain territory, where the patentee reserved the right to sell machines of his own manufacture in such territory, <i>held</i> a mere license.	1067
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A license to use a patented brake on any and all cars belonging to” the licensed company covers the use of brakes on trucks and running gear belonging to the company, although the superstructure belongs to another.	272
A railroad company running its cars over the road of another under a permission to that effect cannot be considered as operating the latter, within the meaning of a license granting the right to use a patented invention.	272
<b>Infringement—What constitutes.</b>	
A machine which operates, or may operate, if the owner is disposed to use it so in the manner pointed out by the patent, is an infringement.	324
A patent for a combination and an entire process is not infringed by the use of a part of the process and combination.	656
A patent for a combination consisting of several distinct inventions, which may be used separately, is not infringed by the use of one of such parts.	826
<b>—Who liable.</b>	
A mere licensor under letters patent, who did not derive any profit from an infringing machine constructed thereunder by his licensee, is not liable.	1053
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It is no justification of the infringement of a reissued patent that the infringer had used the invention with impunity before the patent was amended.	689
<b>—Remedy, generally.</b>	
Either a suit in equity or an action at law may be maintained after the patent has expired, where the infringement took place during the term of the patent.	725
<b>—Preliminary injunction.</b>	
Where there has been no trial of the right at law, plaintiff must show a long-continued, exclusive possession, and exercise of the right granted, to show his right to the injunction.	269, 609
Where the patent is of long standing, and the inventor has exclusive possession under it, the writ will be granted without a trial at law.	689
Notwithstanding complainant's right to an injunction is clear, defendant will be allowed to continue the use of the patented invention, where plaintiff exercises his monopoly by selling licenses, and defendant is willing to pay a reasonable license fee.	276
The fact that plaintiff grants licenses at a fixed sum, and that defendant is a mere user, is not alone sufficient reason to refuse the writ.	670
Where the validity of a patent is fully established, and its infringement is clear, the patentee has a right to protection by injunction, although great injury may thereby be caused to the infringer.	276
Unless the balance of inconvenience be clearly on the side of the complainant, or if the case be at all doubtful, an injunction will not be granted against a mere user	670
Where plaintiff would suffer little, and defendant great, inconvenience and expense an injunction was denied.	269
The fact that defendant is suffering serious injury from the stoppage of his manufactory by an injunction is no reason for departure from the settled rules of equity practice in patent cases.	1067

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A delay of 18 months after knowledge of infringement is good ground for refusing an injunction.	269
Where the question of the right to the injunction depends only on the interpretation of a license, the question will be settled on motion for the injunction.	276
<b>—Procedure.</b>	
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The licensee of a territorial exclusive right to use, rent, and vend a patented article cannot maintain a suit against persons using the article in violation of the license.	182
The next of kin of a patentee cannot be united as parties plaintiff with the personal representative in a bill to enjoin infringement and for an accounting.	279
Upon the death of the patentee the personal representative at his domicile may sue for infringement in any federal court having jurisdiction, without taking out letters in the state in which the suit is brought.	279
Defendant cannot avail himself of the defense that he has not marked or labeled the infringing machines as patented.	44
Grounds upon which presumptions of novelty of a patented invention may arise.	1067
The defense of invention by and patent to a third person may be met by producing the application of and the patent to such third person, with his accompanying or contemporaneous declarations.	240
It is no ground of demurrer to a bill for infringement of two patents by the use of the devices in one apparatus that the bill does not allege that the devices were used conjointly, or connected together.	527
A reissue to defendant of later date than plaintiff's patent, but of an original of earlier date, will control in a suit for infringement.	598
The decision of another circuit on the same points and the same state of proofs is entitled to great consideration.	240
A patentee who claims both old and new things must disclaim what is old before he is entitled to recover.	609
The reissue, after the first hearing, of a patent prior to plaintiff's, which was in evidence, is no ground for granting a rehearing.	246
The want of proper expert testimony is no ground for granting a rehearing, where no sufficient excuse is shown for not applying, prior to the first hearing, for opportunity to introduce the same.	246
<b>—Evidence.</b>	

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As bearing on the art the testimony of persons skilled in the business that no such improvement as that covered by the patent had previously come to their knowledge is inadmissible.	240
Proofs furnished by practical operation and experiment are entitled to greater weight than the opinion of an expert	811
A patent can only be overthrown, on the question of novelty, by clear and satisfactory proof.	47
<b>—Bond for damages.</b>	
A patent having but six months to run, defendants were allowed to give bond to account, in lieu of a preliminary injunction.	663
Defendant will be allowed to give bond with security to account, etc., when his machine embraces improvements which could not be used without using the original invention of the patentee, upon which they were ingrafted.	663
<b>—Accounting; Damages.</b>	
The saving to defendant made directly by using the patented device, and not that which he might have made if he had used any or all of various other devices, <i>held</i> the proper measure of damages.	44
Interest on the cost of a device, and the cost of power, are to be allowed as deductions from profits only when it is shown they have been paid or incurred as debts.	44
The whole profits may be awarded against defendants, though made while they were using the patented invention in conjunction with a person not a defendant.	44
The general expenses of conducting defendant's entire business, <i>held</i> , should be divided in the proportion that the amount of sales of the infringing device bore to the sales in the entire business.	244
No part of the expenses of the litigation should be assessed as damages, nor should interest be added to the profits.	325
The court cannot treble the amount of profits under the authority conferred by Rev. St. § 4921, to treble the damages.	325
<b>Various particular inventions and patents.</b>	
Bottle stopper. No. 48,300, for improvement, <i>held</i> not infringed.	118
Door knobs. No. 4,197, for a porcelain knob, <i>held</i> invalid.	551
Flour. Reissue No. 4,712, for improvement in cooling and drying meal, <i>held</i> valid.	*47
Grain separators. Reissue No. 4,793, for improvement, <i>held</i> valid and infringed.	715
Horse rakes. Reissues Nos. 1,912–1,915, for improvement, <i>held</i> valid and infringed.	290

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Millstones. Hoyt's invention of improvement by uniting segments by molten metal, <i>held</i> patentable.	755
Organs. Reissue No. 3,665, for tremolo attachment, <i>held</i> valid and infringed.	240, 242
Paper collars, No. 45,998 (reissued, No. 2,034), for improvement in turn-down enameled paper dollars, <i>held</i> valid and infringed.	299, 305
Patent rollers Hutchinson's improvement, <i>held</i> patentable.	1087
Printer's galleys. No. 60,151 (reissued, No. 6,326), for improvement, <i>held</i> valid and infringed.	288
Reaping machine. Reissues Nos. 449,450, 451, 742, 917, for improvements, <i>held</i> valid and infringed.	1053, 1063
Sash lock. Reissue No. 6,693, for improvement, as construed, <i>held</i> not infringed.	499
Seed sowers. Nos. 88,971, 91,144, for machines for sowing seed, <i>held</i> valid and infringed.	324
Sewing machines. No. 4,750, to Howe, for improvement, <i>held</i> valid and infringed	663, 678, 689
Spelling blocks. No. 59,603, for improvement in cubical blocks, <i>held</i> not infringed.	171
Topsail yard. No. 11,125, for "extra yards for topsails," <i>held</i> valid and infringed.	725
Truss. Patent to Hull, <i>held</i> valid and infringed.	864
Type. No. 55,299, for improvement in the construction and manufacture of printing type, <i>held</i> not infringed.	811
Water-pumping machinery. Holly's patent, No. 87,413 (reissue No. 5,132), for a device for supplying city with water, <i>held</i> valid and infringed.	385
<b>PAYMENT.</b>	
See, also, "Bills, Notes, and Checks."	
A bank held a note for collection, and, before it was due, received a deposit of money from one of the makers to pay it. <i>Held</i> , Uiat the note remained unpaid, where the bank failed on the day on which it fell due, where the money was not actually applied to its payment.	851

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Payment in Confederate bonds of a balance of account with the bank of North Carolina, accepted by the depositor, <i>held</i> valid.	341
An executor who receives payment during the Civil War, in Confederate money, of a bond given before the war, if liable at all, is only liable for the value of the Confederate currency; as of that date.	738
New York creditors were given notes payable in Illinois for collection, to apply the proceeds in payment of their debts <i>Held</i> , that Illinois currency received in Payment thereof was to be applied only at its value in New York.	687
Under a stipulation for payment in New York of an amount expressed in English money, "at the current rate of exchange" for bills on London, the amount payable is not calculated in gold, but in currency, at the current rate of bills on London, with interest at the New York rate.	1052
A presumption of payment, arising from lapse of time, may be rebutted by accounting for the time, and showing the improbability of payment.	504
A note given by an agent for goods sold to enable the seller to raise money at the bank, where no settlement is made, and the account is not receipted, will not be presumed to be in payment.	808
The words, "received in full payment" or "satisfaction," do not necessarily mean absolute satisfaction, when a note or other security is taken.	1020
The purchaser of a vessel, who has paid expenses of a previous voyage upon the master's order, under a mistaken expectation that he was to be reimbursed out of the freight, cannot recover them from the master.	282
<b>PILOTS.</b>	
See, also, "Admiralty."	
The limits of pilot ground are not fixed by any rule of law, but depend upon usage or custom; and that usage is not settled and uniform, but varies according to circumstances.	483
Act N. Y. 1865, giving half pilotage on a tender and refusal of services, <i>held</i> applicable to a tender made as far east as Sand's Point, to a vessel bound to New York.	538
<b>PLEADING AT LAW.</b>	
See, also, "Abatement and Revival."	
Plaintiff need not set out the facts or process by which the liability of defendants is to be established under the decree.	268
A declaration on a note averred that it was presented to the bank "when due, to wit, July 23, 1841." <i>Held</i> , that the words "to wit," etc., were surplusage.	1142

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If a party partially states a deed, which is defective, or contains matter qualifying the part stated, the defendant may crave oyer of the deed, and set forth the whole, and then demur.	268
An allegation in a plea of abatement that all of defendants in the action are not citizens of the state is bad on demurrer, for uncertainty.	194
In an action ex delicto, the objection that the court has no jurisdiction of a certain defendant is personal to such defendant.	194
Defendant allowed a repleader where a mistake is made in a plea of puis darrein continuance through inadvertence of his attorney.	90
A replication to a plea of discharge in bankruptcy is defective where it does not state that the debt sued for had been placed on the schedule.	459
The plea of non est factum in a suit on a contract alleged to have been made by defendant city, by its mayor, is properly sworn to by members of the common council on information and belief.	225
An agreement that an answer may be sworn to in France, before any person authorized to administer oaths by the laws of France, is not complied with where the answer is sworn to before the American consul.	23
On an issue joined on a plea of want of title in an action of a bond expressed to be given for the purchase money of land, plaintiff has the burden of showing title.	550
A variance between the writ and declaration can only be taken advantage of by plea in abatement or special demurrer.	625
<b>PLEADING IN ADMIRALTY.</b>	
See, also, "Maritime Liens"; "Salvage"; "Seamen."	
A libel sufficient under the general maritime law is sufficient in cases arising upon the Lakes, and no averment is required to bring it within the act of 1845.	1177
It is unnecessary to aver that the vessel in question is engaged in navigation, or capable of being so employed.	1177
The answer need not be overcome by the testimony of two witnesses, as in equity cases.	1089
How far the answer is considered evidence. Extended opinion and note by Ware, J.	1089
An allegation founded on an hypothecation of a vessel implied by law for money advanced for repairs, may be united with an allegation on a bottomry bond given for the same consideration.	951
Both the libel or the claim and the answer must be verified by the party.	1089



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Permission to amend a libel to enforce a general admiralty lien for supplies, so as to claim a lien under the local statutes, granted on condition that libelant's lien should be postponed to that of others.	819
<b>PLEADING IN EQUITY.</b>	
Several causes of action may be joined in a single bill, but not when the effect would be to embarrass the defendant, or introduce unnecessary confusion.	527
A demurrer to a bill for want of equity cannot be sustained, unless no discovery or proof properly called for by, or founded on, the allegations of the bill, would make the subject-matter of the suit a proper case for equitable interference.	543
On demurrer, multifariousness of bill can only be taken advantage of by the party suffering therefrom.	150
An admission, in an answer to a bill in equity, that a deed bears a certain date, does not estop the defendant from showing the deed was not then delivered, and was fraudulently antedated.	326
An answer to facts charged in the bill is to be taken as true until the contrary is clearly established.	566
A bill whose allegations are denied by the answer must be supported by at least the testimony of one witness and corroborating circumstances.	126, 834
Upon a hearing on an issue on a plea in bar, no question arises as to its sufficiency in point of law. It is only necessary to be proved in point of fact.	834
Query, how far the court will decree upon proof by a single witness, where the answer puts the matter in issue, although only by a declaration of ignorance, etc., by administrators.	933

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The defendant has a right to make his answer under oath, although an answer under oath is waived by the bill.	322
The court may allow an amendment of the bill after deciding against the bill on demurrer.	933
<b>PLEDGE.</b>	
One to whom the note of a third person is loaned is liable where the amount is lost through his failure to use reasonable diligence to collect it.	126
<b>POWERS.</b>	
A power coupled with an interest does not expire with the death of the person creating it.	913
Where a naked power is necessarily such as can be exercised only after the death of the grantor, it does not expire with his death.	913
A naked power which expires with the death of the party creating it is such as requires the power to be executed in the name and as the act of the grantor.	913
A power of attorney given as collateral security is irrevocable by the grantor, but it dies with him.	913
<b>PRACTICE AT LAW.</b>	
A plea of the general issue, tendered in court after a continuance, should be received.	142
Where the summons is served 10 days before the return day, plaintiff, on filing his declarations, may enter up judgment at the rules by nihil dicit.	204
Where a motion made but not decided was not continued to the next term, <i>held</i> that a continuance should be entered nunc pro tunc, but that the opponent would not be required to take it up at that term.	1009
After defendant in ejectment has appeared and entered into the common rule he may rule plaintiff to proceed to trial or be non pros'd, although the declaration has not been changed so as to bring in the real defendant.	1038
Plaintiff must enter a nolle prosequi as to one of the joint defendants, against whom there is a stay of proceedings pending action upon his discharge in bankruptcy, before he can proceed against the others.	206
The dismissal of a suit agreed does not amount to a retraxit, and is no bar to a future suit for the same cause of action.	304
The penalty of a nonsuit or default is inflicted for failure to produce a paper as ordered by the court.	1146

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A prima facie case of the existence of the paper and its materiality must be made out, when an order nisi will be granted, leaving the opposite party to produce or show cause at the trial.	1146
The fact that a bill of discovery has been filed and answered, where the papers were not produced, is no bar.	1146
Before the jury are sworn and the trial commenced, a party cannot call for a paper which his opponent has received notice to produce on the trial.	1123
Defendant in ejectment need not show title to the land before he can call upon plaintiff to produce title papers to defeat his title. (Reversing 1123.).	1129
A suggestion that the opposite party is in possession of the paper which the other has given him notice to produce will put the burden upon the former of producing it, or showing by affidavit that he is unable to do so.	1123
A paper produced by one party on notice from the other does not become evidence unless, from its legal character, it is entitled to admission as such.	1129
On a plea in abatement, if the jury find against the plea, they ought to assess the damages on the plaintiffs declaration. If this is omitted, a venire de novo must be awarded.	356
<b>PRACTICE IN ADMIRALTY.</b>	
See, also, "Admiralty."	
A vessel discharged from arrest upon giving the required bond or stipulation is forever discharged from the lien which was the foundation of the action, and the court has no jurisdiction over her for the same cause of action.	448
The principal and surety on the bond or stipulation given upon an arrest in personam stand upon the same footing.	403
A special notice to the surety, of application for execution against him, is not necessary.	483
In the case of three litigations against a vessel or its owners, involving title to the same property, brought in different courts the proceedings in one were stayed unless libelant should elect to stay proceedings in the others.	1155
The mere fact that plaintiff has discontinued his action is no bar to a subsequent suit.	419
A court of admiralty has no general power—at least, after expiration of the term—to set aside a final decree on the ground of oversight, inadvertence, or mistake.	1170
The 10 days allowed by rule 40 for setting aside a decree are restrictive, and a motion made after such time cannot be entertained.	1170
An objection to a clerk's report on a reference to ascertain the amount of damages cannot be taken by argument, but must be by formal exception.	662

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A party cannot, by exceptions to the report of a commissioner to compute damages, raise a question on the merits which was previously decided by the court.	608
The conclusion of the commissioner upon a disputed fact will be accepted by the court, unless there is a palpable preponderance of evidence against it.	403
Publication of notice of sale in case of condemnation of vessel.	528
An officer who, in executing admiralty process in rem, does not take and hold actual and manifest possession, cannot charge custody fees, although he may be liable for the safe-keeping of the vessel.	112
<b>PRACTICE IN EQUITY.</b>	
Where a party not within the jurisdiction files his answer, disclaiming all interest, the bill may be dismissed as to him and continued as to the others.	197
The demurrer to a cross bill having been sustained, defendant's motion to stay proceedings under the original bill will be denied.	926
No enlargement of the time for taking testimony in equity before the master can be made unless notice of the application be given to the opposite party.	926
The failure of counsel to properly apply the testimony or to give it due weight, in argument, is not ground for a rehearing.	957
An application for a rehearing must state some reason which would constitute good ground for a new trial at common law.	957

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<b>PRINCIPAL AND AGENT.</b>	
See, also, "Master and Servant"; "Powers."	
A person acting under a power of attorney from the partner of a deceased consignee of goods <i>held</i> to be agent of such partner, and not of the shippers, and liable for the proceeds of the goods turned over to such partner without the approval of the shippers.	429
Where an agent or factor keeps the proceeds of his principal's goods separate, the principal may claim the same, or the profits thereon, as against the agent or his general creditors.	593
The principal is chargeable with the knowledge of his agent.	566
The principal is liable for the conduct of his agent while acting in the scope of his employment, though contrary to his orders.	462
The owners of land, who give to another a bond to convey to him, or to give him all over a certain price, if he should make a sale, are bound by his representations to a purchaser procured by him.	566
<b>PRINCIPAL AND SURETY.</b>	
See, also, "Bail."	
A surety upon a bond is not discharged by a mere delay to demand payment after it becomes due, unaccompanied by fraud or an express agreement with the principal to allow the delay.	948
Sureties on the bond of a collection agent <i>held</i> released to the extent of a balance due shown on a fraudulent account rendered by the collector, where the obligee promised to surrender the bond on execution of a deed to secure the balance shown thereon, but are liable for the amount fraudulently concealed.	501
The principle that the creditor loses recourse against security, where his debtor, to whom indulgence is extended, becomes insolvent, does not apply in favor of a mere donee.	513
<b>PRIZE.</b>	
The district courts of the United States have exclusive jurisdiction in prize cases, without restriction to cases of seizures within their territorial dimensions, or on the high seas.	95
But they will not assume jurisdiction of prize matters of foreign nations occurring upon the high seas <i>flagrante bello</i> .	33
Persons abiding within the authority of citizens levying war against the government become enemies, because of their residence, without regard to their private sentiments, or the locality of their property.	95

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An American vessel trading at a neutral port is not subject to capture by an American privateer because carrying a pass or license from the enemy, though it is intended to remit the proceeds of the cargo to the enemy country.	469
The acts of July 13, 1861, and August 6, 1861, did not affect prior proceedings of the president in authorizing acts of war, in establishing blockades, and making captures of enemy property.	95
A notice of a blockade, to the officials of a neutral government, is a sufficient notice of it to the subject of such government.	95
The act of egress is as culpable as the act of ingress, when done in fraud of a blockade.	95
On notice of a blockade, a neutral vessel may withdraw from the port, with all the cargo honestly laden on board before the commencement of the blockade.	95
The acts of a master in breach of a blockade affect the cargo equally With the vessel, if the cargo is laden on board after the blockade has become effective as to the vessel.	95
A warning on the register of a vessel is not necessary to establish notice of a blockade, where actual notice of it to the master or owner is satisfactorily made out otherwise.	95
An American ship captured by a French privateer, with a neutral cargo on board, and brought into an American port for condemnation, will be restored, and damages awarded against her captors.	348
Where the cargo captured is in a perishable condition, it will be ordered to be sold by the circuit court pending an appeal to the supreme court.	108
Of the rule for apportionment of costs among the several claimants in prize causes.	210
Vessel and cargo condemned as enemy property, and for a violation of the blockade of Charleston.	70
<b>PUBLIC LANDS.</b>	
<b>Pennsylvania proprietary lands.</b>	
One person may take out any number of warrants in the names of different persons, who will be considered trustees for him.	840
Uncertainty of description in the warrant is no objection where the land is surveyed before an adverse title accrues to a third person.	840
Where the outlines of a tract are legally surveyed, a third person cannot question the survey of one of the inside warrants.	840
A located warrant may be lifted and relocated on another tract, if no person has acquired the title in the meantime.	840

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As to the meaning of “a persistence in his endeavors to make such actual settlement,” as used in Act Pa. 1792.	840, 847
A warrant taken out for certain land, which is subsequently found to have been previously taken up, may be laid upon adjoining lands.	848
Upon a forfeiture for noncompliance with the terms of the warrant no third person can enter on the land.	848
The words used in an entry should be construed in reference to their proper signification, rather than to their grammatical arrangement.	424
The contract for liberty land did not constitute the purchasers tenants in common.	1024
Persons entitled to liberty lands were bound to have them laid off by surveyors regularly appointed, the same as other lands.	1024
The proprietary is neither an agent nor a trustee for the first purchasers.	1024
The proprietary, by his promise to first purchasers, did not deprive himself of the right to lay off the manor of Springettsbury, north of the city of Philadelphia.	1024
A warrant without a survey, made under a legally authorized surveyor, does not give a right of entry to support an ejectment.	1024
A warrant holder for lands in “the new purchase” loses his right of possession by failure to comply with the requisites of the law.	848
A patent for land is only prima facie evidence of title, and proof of the omission to take the preliminary steps for vesting title will defeat it.	840
The rights of settlers and warrant holders in cases of abandonment, improvement, etc., and delay to protect such title, stated.	430
Sufficiency of proof in ejectment.	1122
A warrant and survey of lands within the “new purchase,” without a compliance with the terms thereof enjoining a settlement on the land, is not sufficient to sustain ejectment.	840

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A variance of 40 poles on a straight line, in running a two-mile line, <i>held</i> not unreasonable.	424
<b>QUIETING TITLE.</b>	
Equity will enjoin a sale for taxes when the assessment is void, and the deed given in pursuance of the sale would cast a cloud upon the owner's title.	974
A tax deed in California is prima facie evidence of the regularity of the tax proceedings, and therefore prima facie evidence of title, and, if executed in pursuance of a void sale, casts a cloud upon the title.	974
A deed fair upon its face is not objectionable, as a colorable conveyance to give jurisdiction, unless proof be shown aliunde.	551
<b>RAILROAD COMPANIES.</b>	
See, also, "Carriers."	
Construction of the land grant to the "Burlington and Missouri River Railroad Company.	893
Taxability of such lands.	893
Under the reservations in the constitution and statutes of the state of New York, <i>held</i> that the charter of the New York & Oswego Midland Railroad Company may be amended by repealing a grant of immunity from taxation.	75
The St. Paul & Pacific Railroad Company is not in law the same corporation as the Minnesota & Pacific Railroad Company, and cannot be sued at law on the bonds and coupons made by the latter.	494
The submission to a vote of the people of the decision of the grand jury in favor of a subscription by the county to railroad stock, authorized to be made upon the recommendation of a grand jury, will not affect the validity of the subscription.	637
The omission of a condition in county aid bonds, where the liability would not be changed if it had been inserted, will not prevent a recovery thereon by a contractor who received them in payment for work done.	637
A mortgage given to secure bonds issued under legislative authority is valid between the parties without registration.	1207
A junior mortgagee in a suit to foreclose his mortgage may, on sufficient cause shown, have a receiver appointed, but without prejudice to the rights of the senior mortgagee.	1207
Where a junior mortgage covered the whole road, while the senior mortgage covered only a portion, and a receiver was appointed on foreclosure of the former, <i>held</i> , that the property should be divided, and another receiver appointed for that portion covered by the senior mortgage.	1207



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A receiver may be appointed where trustees under a prior mortgage attempt to execute the trusts prejudicially to subsequent incumbrancers, or equity may enjoin improper execution.	1207
<b>REAL PROPERTY.</b>	
See, also, "Adverse Possession"; "Boundaries"; "Deed"; "Ejectment"; "Estates"; "Public Lands."	
Plaintiff in ejectment can recover mesne profits only from the time of the ouster laid in the declaration, where he proves no title prior thereto.	1133
The value of defendant's improvements will be first set off against mesne profits received prior to the actual ouster.	1133
<b>RECEIVERS.</b>	
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A party having, as security for a large debt, a lease of a railroad, from whom possession has been taken by a receiver appointed in a suit by another, is, upon his discharge, entitled to have possession restored to him.	641
<b>RECORDS.</b>	
Official re-establishing under legislative act of records which have been burned.	922
<b>REFERENCE.</b>	
The circuit court of the United States has no authority to refer a suit at common law to a referee for trial, without the consent of both parties, although, in the state court, such a suit is referable without consent.	708
Plain mistakes in facts appearing on the face of the award, or from the evidence submitted, are no ground for relief in equity from the judgment entered upon the award.	1035
<b>REMOVAL of CAUSES.</b>	
See, also, "Courts."	
<b>Right of removal.</b>	
When a defense depends wholly on the construction of the constitution of the United States and acts of congress, the courts of the United States have jurisdiction of the subject-matter, without regard to the citizenship of the parties.	285
An action of trespass is removable where defendant justifies the alleged trespass under the authority of a court and of the laws of the United States.	
Foreign citizens, where they do not constitute the entire plaintiff or defendant, cannot remove a suit.	60
The fact that plaintiff, who was an alien when the suit was brought and petition for removal filed, has since become a citizen, will not prevent the removal.	600

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To authorize a removal on the ground of diverse citizenship under Act Sept. 24, 1789, § 12, all the plaintiffs must be citizens of the state in which the suit is brought, and all the defendants must be citizens of some other state or states.	781
In a suit commenced in the state court of Vermont by two plaintiffs, one was a citizen of that state, and the other of New Hampshire, while defendant was a citizen of New York. <i>Held</i> , that the cause was not removable.	781
Nominal parties, having no actual interest, will not affect the question of removal.	60
The case must be so removed that the controversy can be fully determined.	60
<b>Time for removal.</b>	
A cause may be removed before answer, on the petition of defendants brought in on order of interpleader.	287
After a reversal on an appeal pending, when Act March 3, 1875, was passed, the cause is removable at the first term of the lower court at which a new trial could be had after filing the remitter.	250
The mere fact that a cause is ready for the ex parte execution of a writ of inquiry by plaintiff after an office judgment is not equivalent to its being ready for trial on issues joined. (Act March 3, 1875, § 3.).	972
The fact that the cause is not actually tried at the first term at which it is at issue and legally triable, because the parties failed to put it upon the trial list, does not preserve the right of removal until a subsequent term.	799

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<b>Proceedings to obtain.</b>	
The circuit court has no power to issue a writ of mandamus to a state court for the removal of a clause.	581
The petition for removal is not required to be verified, by Act March 3. 1875.	600
The petition for removal may be amended.	600
The circuit court cannot review the decision of the state court on questions arising under the petition for removal. The remedy is by appeal to the supreme court of the state, and thence by writ of error to the supreme court of the United States. (Act 1789 § 12.).	581
The order for removal need not be made before appearance by defendant. (Act March 3, 1873.).	600
<b>Effect of removal: Subsequent proceedings.</b>	
Where the defendant removed the cause, but failed to have the transcript from the state court filed, plaintiff will be given leave to have the same filed and the case docketed.	1113
The defendant in a case removed as one arising under the constitution or laws of the United States will be confined substantially to the ground of defense indicated the petition for removal.	600
Special bail, given upon removal, can only surrender the principal in open court.	324
The state statute in reference to the recovery of costs will govern where the action is removed to the federal court.	635
<b>SALE.</b>	
See, also, "Vendor and Purchaser."	
The purchaser of goods sold while at sea acquires, without actual possession, a constructive possession, sufficient to maintain trespass against any wrongdoer.	734
<b>SALVAGE.</b>	
See, also, "Admiralty."	
<b>Right to salvage compensation.</b>	
Unsuccessful efforts to save imperiled property are not grounds for an award of salvage.	996
Whether the towing into port of a rudderless vessel is to be considered a salvage service depends upon whether the loss of the rudder rendered the vessel un navigable.	483
A steamer which went to the relief of a sloop drifting towards a dangerous reef in Hell Gate after floating off a rock on which she had struck, and took her in tow,	417

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<i>held</i> entitled to salvage, though the crew, which had been watching her from the shore, had put out in their boat to board her.	
A tug which gets a burning vessel afloat, and tows her to a place where other parties put out the fire, renders salvage service, although both sets of salvors deny co-operation.	996
A vessel which, by a signal of distress, secures the aid of salvors, will not be heard to say that she could have saved herself without assistance.	996
Pilots acting under an agreement for extra compensation will nevertheless be allowed salvage compensation, where there has been extraordinary personal merit or effort, or unforeseen exertion and hazard, in the performance of the service.	483
The crew of a ship wrecked on a desert island, who rescue, with great labor, part of her cargo, <i>held</i> not entitled to compensation as salvors.	331
Public servants may recover salvage for assistance of great merit, rendered in the line of their regular duty, but in excess of the official requirements thereof.	996
The mayor of Charleston has power to forbid the coming of a burning ship from sea to the city wharves; also, to make her coming conditional upon her paying all the expenses of saving her.	996
A city fire department may recover salvage for saving a burning ship, brought, by permission of the city authorities, within the city jurisdiction.	996
<b>Contracts for salvage services.</b>	
A contract for compensation at all events is no bar to salvage, unless it is express, explicit, and clearly proved.	996
An agreement to pay \$2,500 for pulling off a brig aground on Romer Shoal <i>held</i> exorbitant, and \$1,250 was allowed.	454
<b>Forfeiture or reduction of salvage.</b>	
A tug carelessly ran her tow aground. <i>Held</i> , that her share in the salvage allowed for pulling the tow off should be forfeited to the tow.	454
Stores found on board a derelict may be used by the salvors for necessary subsistence during the course of the service.	1163
In the case of illiberal conduct of salvors in dealing with a vessel in distress, liberal compensation will not be awarded.	630
<b>Amount.</b>	
One-half decreed by way of salvage, in case of a vessel found derelict on the high seas.	201
Salvage of derelict property is compensated by the same rules that obtain in respect to property not derelict.	1163

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The rule allowing a moiety to salvors in cases of derelict is not inflexible.	745
Salvors cannot found a claim for increased compensation upon the use of a steamer furnished by underwriters free of charge.	1163
The fact that salvage services were rendered by a steam vessel to a steam vessel is a ground for larger compensation than if both had been sailing vessels.	996
An apparently empty chest was found floating on the high seas. On being broken up, 70 doubloons were found concealed therein. <i>Held</i> , that the finders were entitled to a moiety only, though there were no claims, or marks of ownership.	380
One-third of net value, of \$14,500, allowed for floating vessel aground on Loo-Key Shoals by discharging 130 tons of ballast, carrying out anchors, etc.	1154
One-fourth allowed where an American brig, on the northwest coast of Africa, whose officers were dead or dying from coast fever, was rescued by a British naval vessel, and sent home in charge of one of its officers.	979
One-fourth awarded upon a valuation of \$35,391, for rescuing, in a partially damaged condition, a vessel and cargo stranded upon Florida Reef.	630
\$800 awarded for navigating disabled vessel to port after she had got inside the Florida Reefs.	23
\$2,000 allowed 36 salvors, on a net value of \$12,000, for services rendered derelict vessel stranded in Boston harbor.	1163
\$5,740 allowed, on valuation of \$6,740 for saving oil and materials from a vessel abandoned at a distance of 1,000 miles from any country where assistance could be procured.	745
<b>Remedies for recovery.</b>	
All cosalvors should be made parties to a libel for salvage.	67
Where salvors conceal from the court the names of other persons who participated in the salvage service, their libel will be dismissed.	67
A libel in the name of a British naval officer and the British consul, joining with him "for all other interests," where the vessel, rescued by a British naval vessel, was sent home in charge of the officer, <i>held</i> not fatally defective.	979

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A person claiming as a salvor will be permitted to testify in his own behalf without determining, by technical refinements, whether the service was strictly a salvage service or not.	979
Libelants will be decreed to pay costs out of their distributive share, where a fair and liberal allowance has been tendered to them or their proctors.	67
<b>Right to property or proceeds.</b>	
Salvors of a derelict have a right to retain possession until the salvage service is completed, but if their own means are inadequate they are bound to accept additional assistance, if offered.	1163
<b>SEAMEN.</b>	
See, also, "Admiralty"; "Fisheries"; "Maritime Liens."	
<b>Protection and relief.</b>	
The crew may demand a survey in a foreign port, where they have reasonable grounds to believe the vessel to be unseaworthy.	112
Where a survey is refused, and resisting seamen are imprisoned on shore and left there, they will be allowed full wages.	112
Extra wages are allowed for a short allowance of bread, where an insufficient quantity was provided, though the immediate cause of the deficiency was the spoiling of part of it by a sea peril.	29
<b>The contract of shipment.</b>	
A contract for a voyage, which has not a definite time and place of termination, is void.	526
The contract of a minor is voidable at any time, but he can only recover the value of his services after an allowance to the owner for any injury sustained by reason of its avoidance.	562
Specifying the places to which the voyage might extend, <i>held</i> an implied agreement that it was not to extend to any other, and a sufficient compliance with the English merchant shipping act of 1873.	24
Where the duration of the voyage is described as probably 12 months, the seaman, under the British merchants' shipping act is absolutely bound to make the voyage, if the master endeavors, in good faith, to accomplish it within the time mentioned.	562
A steward disgraced for wasting provisions, and put before the mast, may accept the change as a rescission of contract, and claim his discharge at the next port.	562
A seaman cannot be discharged for slight offenses, nor for a single offense, unless of a very aggravated character.	1083

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Notwithstanding a sufficient cause for discharge, if the seaman repents, and offers to return to duty, the master is bound to receive him.	1083
A seaman disabled by an accident, in the discharge of his duty, is to be cured at the expense of the ship.	416
The expenses of medical attendance necessary for the safety of the life of a seaman who has contracted an ordinary disease in a foreign port will be deducted from his wages, where the vessel is properly provided with a medicine chest.	416
<b>Conduct of master or mate in respect to seamen.</b>	
The owners are not liable for the act of the master in wrongfully detaining seamen's clothing, unless they have ratified his acts.	112
Where a seaman is wrongfully left by the master in a foreign port, the owners are liable for all damages sustained thereby.	905
<b>Wages—Right to.</b>	
Quantum meruit compensation.	24
A hiring at monthly wages imports that the engagement is by the month, and the seaman loses the month's wages where he quits, and recovers the whole wages where he is discharged, before its expiration.	805
Where a vessel had been captured and condemned, and, pending an appeal, was restored, <i>held</i> , that the seamen were entitled to full wages.	247
A seaman carried away on the capture of the vessel is entitled to full wages, where the vessel is recaptured, pays salvage, and earns freight.	739
The discharge of the crew by sale of the vessel on execution is of the same effect as to their rights as the breaking up of the voyage or discharge of the crew by act of the master.	805
Evidence <i>held</i> insufficient to show that the voyage was broken up by the fault of the owner, where the vessel was run on a reef in a well-known channel, where there was plenty of room, and the master was a man of experience.	174
A seaman refusing to proceed in a vessel provided for the further transportation of the cargo, where the first vessel became unseaworthy during the voyage, <i>held</i> not entitled to wages to the end of the voyage.	200
The two-months extra wages, and the expense of returning home, are not allowed the crew of a vessel condemned in a foreign port as unfit for service, where she was seaworthy when she sailed.	307
A foreigner shipped at a foreign port, and discharged at a foreign port in accordance with his contract is not entitled to two months' extra pay.	29
Extra wages allowed seamen who left the ship in a foreign port with the connivance of the master, where a discharge was refused by both master and consul.	29

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An arrest and imprisonment under a criminal charge by the master <i>held</i> equivalent to a discharge.	178
Contracts with seamen, upon a discharge before completion of voyage, concerning wages already earned, will be set aside or disregarded by courts of admiralty, if inequitable.	24
The measure of damages for a wrongful discharge is full wages to the return of the vessel, and the expenses of the seaman's return.	1083
The intermediate earnings of the seaman may be deducted from the expenses of his return, but not from the wages due.	1083
The certificate of a consul that the seaman consented to the discharge is not conclusive.	1083
<b>Remedies for recovery.</b>	
Renunciation of the lien by agreement is ineffectual unless fully understood by the seamen, and adequate compensation is made therefor.	136
The lien is not defeated by a previous attachment of the vessel, at common law, in a state court, abandoned before the filing of the libel.	136
A forbearance to sue for nine months, even though the vessel and libelant were within the jurisdiction the entire time, does not raise a presumption of payment.	419
The lien for wages will not be enforced, as against a bona fide purchaser, where the libel was delayed for many months, and the vessel was repeatedly in port, and her owner had advertised for claims against her.	1
When the 10 days commenced to run, after which seamen may sue for wages.	402
The defense that the suit is prematurely brought is waived, if not specially pleaded.	178
The value of the seaman's clothing, detained by the master, may be recovered in the same libel with a claim for a wrongful discharge.	1083
<b>—Deductions: Extinguishment, etc.</b>	
Where a whaling voyage is broken up in a foreign port, from necessity, the master, on the request of the seamen, may pay their shares by delivering portions of the oil taken.	1061



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Respondent has the burden of showing that the shipping agent to whom the alleged payment in advance was made was authorized by libelant to receive it.	403
A settlement deliberately made by a seaman with the advice of his proccor will not be opened.	29
Wages are not, as a matter of course, wholly forfeited for smuggling.	526
A forfeiture of half wages decreed for misbehavior making it necessary to dismiss the seaman when the voyage was about half performed.	874
Seamen may recover wages and claims for short allowance, although guilty of mutinous and disobedient conduct, where they had afterwards returned to duty and been criminally prosecuted for the offense.	178
No wages will be allowed a seaman, though criminally punished for the offense of mutinous conduct, who has been guilty of embezzlement and desertion.	178
Seamen are guilty of desertion where they leave the vessel before the voyage is completed, without the master's consent, though with his knowledge, and upon his promise that they shall not be arrested therefor.	24
An entry upon the log book stating the name of the seaman, and that he was absent from the ship at least 48 hours, is essential to the statutory desertion. Such entry may be controlled by parol evidence.	11
Though the entry in the log book of desertion is defective, a forfeiture may be decreed, under the general maritime law, upon other evidence.	55
<b>SET-OFF AND COUNTER-CLAIM.</b>	
Unliquidated damages cannot be pleaded as a set-off.	445
The right of set-off is limited at common law to cases of mutual, connected debts, and does not extend to debts which are unconnected.	1009
Equity follows the law in regard to matters of set-off, unless there is some intervening natural equity, going beyond the statute of set-offs.	675
Joint debts cannot be set off against separate debts, or separate debts against joint debts, either at law or in equity.	675
A separate debt due from a partner cannot be set off from a joint debt due to the partnership, though the partner is insolvent.	675
Quaere, whether the debt of one partner in a joint concern with others, not yet closed, can be set off in an action between partners.	1028
The right of set off, either in law or in equity, of mutual debts, is extinguished by a bona fide assignment of one of the debts.	675
<b>SHIPPING.</b>	

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<b>Public regulation.</b>	
A foreign vessel, which, after being wrecked, is rebuilt by a citizen of the United States, and enrolled as a new domestic vessel, is liable to forfeiture, as fraudulently enrolled, though she might have been enrolled as a foreign vessel wrecked in the United States and purchased and repaired by a citizen.	797
<b>Title to vessel.</b>	
The grantor in a bill of sale cannot be prejudiced by the grantee's neglect to record it, and cannot be made personally liable for negligent navigation after his interest has ceased.	1008
The owner of a vessel wrecked on a desert island has no title to a small vessel built from her remnants by the master and crew, as the only means of escaping from the island.	331
For conveying materials of the wrecked vessel in such small vessel, <i>held</i> that the master and crew were entitled to compensation for transportation.	331
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