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Strict diligence will be enforced in supporting opposition to a discharge.	639
Until the bankrupt has made full and sufficient disclosure, the assignees or creditors cannot be required to specify objections, or definitely abide by objections which have been specified.	812
The only remedy of a bankrupt, where a majority of his creditors file their written dissent to his discharge, is to demand a trial by jury.	921
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One who appeared as counsel in an equity suit brought by the assignee against the bankrupts and others, <i>held</i> , could be compelled to testify as a witness for the creditors in proceedings in opposition to the discharge.	290
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The time of the entry of the judgment, and not that of the giving of the warrant of attorney to confess judgment, is to be considered, in determining whether the judgment is a fraudulent preference.	873
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No fraudulent preference can be predicated upon a judgment which is a valid lien upon property under the bankrupt act.	658
A levy upon the entire stock in trade of the debtor, with knowledge or reasonable cause to believe that he is insolvent, is a fraudulent preference, and the assignee is entitled to the proceeds of the sale.	561
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A charter of a lottery company for a certain number of years, with a grant of the monopoly of drawing lotteries for the expressed purpose of making the business a source of revenue to the state, cannot be repealed.	970
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A statute for refunding state bonds declared that the new consolidated bonds should be used for no other purpose, and that the act authorizing them was a contract with bondholders making the exchange. <i>Held</i> , that a subsequent act authorizing payment of consolidated bonds to general creditors of the state violated the obligations of the contract and was void.	1288
A bill by a holder of the consolidated bonds to enjoin the state officers from issuing consolidated bonds to the state’s general creditors is not a suit against the state within the meaning of the eleventh amendment.	1288

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An action in a federal court to compel state officers to comply with a contract of the state by the enforcement of its laws is in effect an action against the state, which is prohibited by the eleventh amendment of the federal constitution.	1261
The constitutional prohibition against suing a state will not authorize a court of equity to compel state officers to levy a tax to pay state bonds.	1261
There is nothing in the constitution of the United States forbidding states or counties to borrow money and give proper securities. Such securities are not bills of credit within the meaning of the constitution.	1341
Act Va. 1874, prohibiting persons other than citizens of Virginia from taking or planting oysters in the waters of the state, on pain of forfeitures and indictment, is unconstitutional as denying equal privileges.	1345
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Continuance granted where plaintiffs abandoned a commission to take testimony abroad, in which defendant filed cross in interrogatories, and sought to prove the same facts by another witness.	372
The pendency of another suit in the state court is no ground of continuance of a suit in the circuit court of the United States when it appears to the court that the subject-matter and parties are not the same.	898
The case will not be referred to a master to inquire whether the subject-matter and parties are the same, where it appears from an inspection of the pleadings that different questions are raised.	898
It is no ground of continuance that the case depends upon the local law which has not been construed by the state court, as in such case the federal court may properly determine the true construction of the statute.	898
CONTRACTS.	
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Occasional insanity, arising from intemperance, is not sufficient to set aside a contract.	457
Patented machines for condensing and moulding peat into convenient blocks for fuel, though of grossly overestimated value, yet, being of some value when operated under the most favorable circumstances, a contract for their exclusive use is founded upon a consideration.	125
A contract for the purchase or sale of cotton for future delivery is valid unless it be affirmatively shown that neither party intended a delivery, and that the contract should be performed by the payment of differences.	254

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A promise by a person for whom a vessel is built under contract to pay for materials and labor is without consideration where made after the vessel is finished.	389
But where the owner advances money during the construction, and takes a secret assignment of the contractor's interest in the vessel, thus enabling him to secure credit, such subsequent promise will be <i>held</i> to have been founded upon a good consideration.	389
The taking by a creditor of negotiable paper from the shipwright, in ignorance of the transfer, will not impair his right to proceed against the assignee.	389
A woman keeping prostitutes for gain cannot recover from them for board and lodging.	1215
Under a contract to deliver goods, putting them on board a vessel and transmitting bills of lading vests the property in the consignee, though the bill of lading does not arrive.	1008
Time may be made of the essence of the contract by the parties.	844
Under a contract providing for completion of certain work on a specified date, and for payment in installments, the contractor may quit work after default in payments, and recover for the value of the work actually done.	214

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The court will not reform a contract for the running of a horse race, so as to permit the recovery of a stipulated penalty for failure to run the race.	308
An agreement to do work to the “full satisfaction” of the other party does not authorize it to arbitrarily rescind the contract.	214
COPYRIGHT.	
A translation from the original Hebrew, of the Pentateuch, is subject to copyright.	396
A combination, in a new form, of materials taken from common sources will be protected by copyright.	26
A provision of a state constitution that all judicial decisions shall be free for publication by any person is not repugnant to the provision of the federal constitution in relation to copyrights.	604
Laws N. Y. 1850, c. 245, providing that “the copyright of any notes or references made by the state reporter” to any reports of the decisions of the court of appeals shall be vested in the secretary of state, for the benefit of the people, is not inconsistent with the constitutional provision that all judicial decisions shall be free for publication by any person.	604, 612
Under such provision, the reporter is entitled to copyright in the syllabi and the statement and arguments of counsel prepared by him, but not in the statements of facts which form the basis of the decisions reported.	604, 612
A copyright in the original work of a state reporter of judicial decisions, who is paid a salary for such work, may be taken in the name of the secretary of state, for the benefit of the people, and the exclusive right of publishing such copyrighted matter may be vested in a publisher under contract with the state.	604, 612
A copyright obtained by a person for whom literary matter has been prepared gratuitously is valid without a written assignment.	26
The editor of a subsequent edition is entitled to a copyright on his notes and additions, where they can be clearly separated from those of a previous edition, but where they cannot thus be separated he cannot use them without violating the copyright of the former notes.	26
The notice of copyright in a subsequent edition of a book need not specify the date of the original copyright in addition to the date of the subsequent one	26
Copyright only secures to the owner the exclusive right of multiplying copies.	26
Where the owner of the copyright of a book agreed with one who prepared annotations therefor not to use the same in subsequent editions, and that such author should make such use of them as he saw fit, <i>held</i> , that the use of the same without the author’s consent in a subsequent edition was an infringement.	26

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The result and not the intention at the time of doing the act complained of determines the question of infringement.	26
The editor of a subsequent edition of a copyrighted book cannot borrow citations from annotations in the previous edition, though the extracts are not copied, and the notes to which they are prefixed or appended are not otherwise objectionable.	26
A limited use of a copyrighted book may be made by a subsequent writer, but it is not necessary that the larger part of the book should be copied, to constitute an infringement.	26
If so much is taken from a copyrighted work that its value is sensibly diminished, or the labors of the original author to an injurious extent appropriated by another, it is sufficient to constitute infringement.	26
In a suit for infringement of the copy right of a chart or compilation from common sources, the only question is whether defendants have used the plan, arrangements, and illustrations of complainant's work as the model of their own book, with colorable alterations and variations only, or whether their work is the result of their own labor, from common sources of knowledge.	25
Long acquiescence in the infringement, or culpable negligence in seeking redress, will prevent relief in equity.	26
Coincidence of errors furnishes the strongest proof of copying.	26
An equity suit for infringement will be referred to a master to examine as to the nature and extent of the infringement, though infringement has been established on the principal hearing.	26
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Equity will not interfere by injunction when the amount copied is small and of little value, if there is no proof of bad motive.	26
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The legislative repeal of a charter, where the right of repeal is reserved therein, or by general statute, cannot be reviewed by the courts unless the power is exercised so wantonly and causelessly as palpably to violate the principles of natural justice.	922
The legislature may appoint a trustee to take the assets and manage the affairs of a corporation whose charter has been repealed.	922
The legislature has the power to appoint a trustee to take the assets and manage the affairs of a corporation pending an investigation to determine whether the charter should be repealed, where the power of repeal is reserved in the charter.	922
Construction of resolution of repeal of charter containing recitals of fact and designating judges to pass upon certain questions.	922
An indorsement of a note by the president of a corporation to a director will not pass title where the by-laws require indorsement by the secretary.	125
A corporation is bound to use proper diligence to protect every one from unauthorized transfers of its stock, and is liable for loss sustained by reason of the negligence of its officers therein.	1040

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Purchasers or pledgees of stock are not bound to look beyond the certificate to ascertain the validity of the transfer.	1040
Under a general law limiting stockholders' liability to unpaid balances due on shares, and a charter providing that balances over 40 per cent. shall not be called for unless with the assent of three-fourths of the stockholders, a stockholder is not liable to a creditor until his balance over 40 per cent. has been called for by a vote of three-fourths of the stockholders.	968
A creditor of a corporation may maintain a bill to prevent an injury to the corporation, without affirmatively showing that the corporation has refused to take measures to protect itself.	922
COSTS.	
Costs in admiralty are in the sound discretion of the court, to be exercised according to settled practice and in furtherance of justice.	1060
In admiralty as well as in common law cases costs are given to the prevailing party.	298
In the circuit court of the United States, if the sum for which judgment is to be entered is less than \$500, plaintiff is not entitled to costs.	239
Where the question as to the liability for injuries in a collision was novel the court refused to award costs.	324
Where a tender of a certain sum as salvage is refused, and the same sum is decreed to libellant, he is chargeable with his own costs subsequent to the tender, and, generally, with the owner's costs also.	1060
Where, on the face of a libel, the court has jurisdiction, and lack of jurisdiction is only disclosed by plea and evidence, costs may be awarded to defendant.	1016
A resident of Alexandria suing in Washington must give security for costs.	1003
A New York corporation having its principal office in the Southern district of New York must give security for costs when it sues in the Northern district of New York.	1170
Costs are not taxable except under the act of 1853, which abolished all previous laws on the subject.	1137
Practice as to costs and charges where several parties intervene in admiralty for separate interests.	960
COUNTIES.	
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An order by the supervisors upon the treasurer, in proper statutory form, is a county liability, and no presentment, demand, and notice of dishonor are necessary.	1132
Where counties are, by statute, subject to suit, the judgment or decree to operate with like effect as suits between individuals (Act Mich. 1846), a bill in equity will lie to satisfy a judgment against the county by subjecting bonds and mortgages which cannot be reached by execution.	1137
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Property in possession of a state court is exempted from the process of the federal courts.	492
A receiver appointed by a federal court who has previously been appointed in a state court of an adjoining state is not subject to the jurisdiction of the state court as to the property out of the state.	249
A federal court will not enjoin railroad receivers appointed by a state court from illegally discriminating among shippers. Redress should be applied for in the appointing court.	1340
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Powers not judicial, exercised by the chancellor in England as the representative of the king's prerogative, are not possessed by the circuit courts.	905
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If one is not served with process he may enter his appearance and join with the other in a plea to the jurisdiction, and the suit will be dismissed for want of jurisdiction.	999
The circuit court has no jurisdiction where part of defendants are citizens of the same state with complainant, although such defendants appear and answer without objecting to the jurisdiction.	751
But in such case, where the citizenship is disclosed by the bill, complainants may dismiss the bill as to the obnoxious defendants.	751
The citizenship of the party, which is to give jurisdiction to the court, must be specially averred.	130
Where the citizenship of the parties, as shown by the declaration, confers jurisdiction, it is not necessary to aver on the record that a nonresident of the district was served in the district.	1278
A federal court cannot obtain jurisdiction of a foreign corporation by service of process on a general agent within the state, under a state statute providing that a foreign company doing business within the state shall file a consent that process may be served upon any agent in the state.	338

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A county is not exempt from suit in the federal courts.	1341
A federal circuit court has jurisdiction of an action upon county orders when the sum in controversy and the citizenship of the parties are such as the statute requires.	1132
A holder of county railway aid bonds may sue the county in a federal court, where the covenant is to pay the holder, although the bonds were originally issued to a railroad company in the same state with the county.	1341
A federal court will not compel by injunction the officers of a state to execute the state laws.	1261
A federal court has jurisdiction of a suit to restrain state officers from executing an unconstitutional state statute in violation of a contract of the state with complainants.	1288
The circuit court has jurisdiction of a bill to restrain enforcement of an act repealing the charter of a lottery company and making it a penal offense to carry on the business, which charges that the repealing act impaired the obligations of a contract between the state and the company.	970
Prior to Act Feb. 15, 1819, the circuit courts had no jurisdiction of a bill to restrain the infringement of a patent where both parties were citizens of the same state.	697
—Circuit courts.	
The circuit courts cannot take cognizance of “cases arising under the laws of the United States,” jurisdiction of which is not conferred by an act of congress.	697
Where congress has given an action at law in the circuit courts in certain cases, they do not thereby acquire jurisdiction so as to entertain in those cases a bill in equity not relating to an action at law.	697
The chancery powers of the circuit courts are the same in those states where no courts having chancery powers exist as in other states.	915
A suit against a corporation created by a state having more than one district may be brought in any district therein.	763
—District courts.	
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The district court has no jurisdiction in cases of libel for seizures made in another district from that where the proceedings are instituted.	622

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A new right originated by a local law or usage may be enforced by the federal courts sitting within the state, by the exercise of a common law or chancery power, as the case may require.	915
Where there is no adequate remedy at law under a local statute, the circuit court will give relief in equity.	915
A local law authorizing a bill of discovery after return of execution nulla bona to subject the debtor's choses in action and equitable credits to the payment of the judgment may be enforced by the exercise of the chancery powers of the circuit court.	915
The circuit courts of the United States give effect to the attachment laws of the state, and are bound by the construction placed thereon by the supreme court of the state.	251
The federal courts will follow the latest decision of the state court construing a state statute, where they have not previously adopted another construction.	898, 905
A decision of the supreme court of the state that a vote by a town to subscribe to railroad stock cannot be validated by a legislative act, if there was no law in force at the time authorizing it, will be followed by the federal court, although in conflict with a prior decision of the United States supreme court.	394
A decision of a state supreme court, up holding the constitutionality of a state statute authorizing a county to subscribe to railroads, will be followed by the federal courts.	1341
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The common-law forms of pleading are no longer necessary in the federal courts in New York state.	483
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The federal circuit court for Indiana adopts as a rule of practice the Indiana statute requiring that the general issue which denies the execution of an instrument sued on must be sworn to.	127
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Equity has jurisdiction of a bill by a judgment creditor for relief against a conveyance of land with intent to defeat the lien of the judgment or delay its satisfaction, whether execution has issued or not.	1249

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The creditor who first institutes suit to avoid a fraudulent conveyance is entitled to relief, without regard to others having the same right who have not joined as parties.	1249
The relief in such case is based on the fraud against a lien already attached or to prevent its attaching, and the remedy given in equity is as full as could have been obtained through the lien by execution.	1249
CRIMINAL LAW.	
See, also, "Arrest"; "Bail"; "Extradition"; "Habeas Corpus"; "Witness."	
Under an indictment for receiving stolen goods, statements by the prisoner to one who visited him in the watch house that he had received the goods, that he had better tell the truth, and disclosing where the goods could be found, <i>held</i> voluntary and admissible.	1070
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Section 20, Act Aug. 30, 1842, though not repealed by Act June 30, 1846, applies only in cases where an article has not been specially provided for by the later act.	928

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Rates of duty.	
Gunny cloth and bags, imported and used as “cotton bagging,” are not dutiable as such, unless known by that name in the trade when the tariff act was passed.	210
Pulverized waste or flock or shoddy is dutiable as “waste or shoddy” and not as a manufacture of wool. (Act July 30, 1846)	312
Silk crapes <i>held</i> dutiable as “manufactures of silk not otherwise provided for” and not as “piece silks.” (Act 1864)	929
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Duties deposited on the valuation in the invoice may be recovered back as to the excess where a fraud was committed on the importer by the manufacturer of the goods by invoicing them erroneously as to their grade.	538
Sufficiency of protest in such case.	538
The appraisers must adopt the real market value of goods abroad in specie, and not their value in a depreciated paper currency. (Act Aug. 30, 1842, 16.)	784
An appraisalment by part only of the public appraisers is valid unless protested against; and it is only necessary that those who certify to the appraisal should actually have made it.	1234
An appraisalment is conclusive as to dutiable value, when there is no protest as to its regularity, unless it is appealed from. (Act Aug. 30, 1842, § 17.)	1234
A notice that the appraisalment is not satisfactory, and the importers will give evidence “if desired,” is not sufficient to entitle them to a reappraisalment.	250
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A dedication by release without covenants, by a mere occupant of public land, does not bind an after-acquired estate therein.	1030, 1036
A dedication is not to be presumed, and if sought to be established by parol acts and declarations these should be of such public and deliberate character as to be generally known and not of doubtful import.	1036
The exhibition or publication, by the proprietor of a town, of a map thereof, having certain spaces marked as streets and squares, is evidence of dedication.	1030

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Adoption by a town council of a map upon which a street is represented as being bounded by two parallel lines, so as to exclude a strip lying next to a river, is a solemn admission that such strip is not a part of the street.	1036
DEED.	
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A father procured a deed to be executed to his son, but remained in possession, and 25 years thereafter surrendered the deed and procured a deed to himself. After the father's death the son recorded the deed to himself. Held, that he acquired no title thereunder.	839
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A deed of demised premises from a lessee for 99 years, renewable forever, at a certain rent, to the grantee, "his heirs, executors, administrators, or assigns, forever," with general warranty, held to convey only the legal estate for the term of years, though the grantor then had an equitable title to the reversion.	596
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The recording of a deed conveying an equity only is not constructive notice under the statute.	457
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A commission directed to A. and B., or either of them, authorizes the deposition of A. to be taken by B.	851
In the absence of objection, and by leave of court, a deposition may be withdrawn from the files to procure an amendment of the magistrate's certificate.	115
Though a deposition be taken under a stipulation waiving "all objections as to the form and manner of taking," it must still be returned to court in all respects as provided by law.	690
A deposition left for several months in the hands of defendant's attorney, and not placed on file until the morning of the trial, cannot be read.	690
An ex parte deposition de bene esse is not admissible where the officer does not certify that the witness was "cautioned" as well as "carefully examined and sworn." as required by the statute. (1 Stat. 73.)	1119
A deposition taken de bene esse is admissible on proof that the witness is more than 100 miles from the place of trial at the time, though a subpoena has not been issued for him.	115
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As against a purchaser from the husband, dower will be set off out of that portion which has not been improved, by the purchaser, or, if that is not possible, out of the whole tract according to its value at the time it was sold by the husband.	248
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One signing notes as surety, without duress, cannot plead the duress of his principal.	1272
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A grant of liberty "to dig a canal through the grantor's land" does not carry the ownership of the soil which is dug up and re moved.	1143
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A stranger who obtains possession through a tenant by purchase of the land cannot dispute the landlord's title.	763
A recovery may be had by one tenant in common against adverse claimants in possession, if he represent the better title.	245
A plea that defendant is the owner of a perpetual right of way over the premises in controversy, under grant from the owners, is a sufficient statement of the nature and duration of such estate or interest in the premises.	490
A demise may be extended after judgment in ejectment on notice to the persons in possession, so as to enable plaintiff to realize the benefit of his judgment.	132
Where a demise has been extended after judgment without notice to the persons in possession, they are entitled to be heard on a writ of error coram nobis, or by motion.	132
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Where, in a deed of trust to secure a debt to A., the name of B. is inserted by mistake, equity will require the money to be paid to A. in the first instance, the mistake being clearly shown.	1232
Equity will always refuse its aid against conscience where the demand is stale and there has been great negligence, though the right would not be barred at law.	457
A delay to file a bill to restrain ejectment until the day preceding that set for the trial, where there was a change of counsel, <i>held</i> not such laches as would prevent the court entertaining the bill.	21
Fifty years' delay by complainant's ancestor to enforce an alleged claim to property, which he was in a position to know was claimed and enjoyed by others, <i>held</i> inexcusable laches, barring a recovery.	691
Where the trustee in a trust deed has re conveyed the property to the grantor under a decree of court, and afterwards died, his representatives are not necessary parties to a suit by the real beneficiary to obtain re lief by showing mistake in the deed of trust.	1232

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Where claims had still six years to run under the statute, without regard to a proviso in favor of nonresidents, the repeal of the proviso will be given effect as to the nonresident owners.	473
A promise by a debtor to a bankrupt creditor, acting in behalf of the assignee of an account, to settle the same, is sufficient to take a suit thereon by said assignee out of the statute.	96
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The clerk of a steamboat, owning a half interest, has no lien for wages.	786
There is no maritime lien for work and material used in the construction of a vessel.	1204, 1260
No lien arises against a vessel, built under a contract with a shipwright, for materials and labors of third persons which entered into its construction, where the full contract price has been paid according to the contract.	389
An agreement by a charterer to pay all expenses is not an agreement to pay them in cash, and is not inconsistent with power in him to create a lien for supplies.	1073
The clerk of a river steamboat has no power to bind her for a loan without authority of the master, but if the master assents thereto directly or impliedly a lien arises.	1204
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Credit for supplies furnished in the home port is presumed to have been given to the owner or master, not to the vessel.	1204

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Supplies to a vessel represented and understood to belong to owners residing in another state are presumed to be furnished on her credit until the contrary is shown.	1204
The place of enrollment is not conclusive as to the home port, and the actual residence of the owner may be proved by evidence.	1204
Persons giving credit in good faith to a steamboat, as a foreign boat, for supplies and repairs, are not affected by the fact that she was made to appear a foreign boat by fraudulent conveyances.	1204
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A lien is not waived by the acceptance of a draft drawn by the clerk of a boat in payment of the claim, where the draft was never paid.	786
The lien for supplies furnished in a foreign port continues as against bona fide purchasers and attaching creditors, without notice, only until the furnisher has had a reasonable opportunity to enforce it.	539
The lien does not necessarily continue until the vessel has returned to the place at which the supplies were furnished.	539
The purchaser of a boat sold by order of a state court takes her subject to all existing liens.	1204
A maritime lien is equivalent to an express hypothecation, and all subsequent changes of title are subject thereto.	1204
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Military power may be used to enforce discipline against persons who have been designated, by draft or otherwise, to perform military service, and have been lawfully commanded to attend a military rendezvous.	1225
A militiaman of a state duly called into the service of the United States under Act July 17, 1862, and who has disobeyed an order to attend a rendezvous, may be compelled by military force.	1225
Militiamen of a state cannot be lawfully drafted into the service of the United States unless their names have previously been accurately enrolled. A person misnamed is not liable to the draft.	1225
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Rev. St. § 2320, referring to veins and lodes in "rock in place," does not apply to ore upon the top of a movable rock, covered only by loose material and debris.	98
"Rock in place" means that the lode or vein must be inclosed by the fixed and immovable rock forming the general mass of the mountain.	98
Under Rev. St. § 2320, the vein cannot be followed outside the surface lines unless it can be traced continuously from one claim to the other. If the mineral is not continuous, it must be ascertained whether there are continuous boundaries inclosing the vein.	98
A vein or lode does not come within Rev. St. § 2320, if it lies horizontally. But if it departs from a horizontal position at all, the degree of departure is immaterial.	98
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Under Act N. H. July 3, 1829, a mortgage is void pro tanto, so far as it is intended to secure payment of moneys or other things which were not contracted for, or the liability for which did not attach, at the time of its execution.	239
A power of sale limited to a specified time is forever gone when not executed within that time.	744
A power of sale in a mortgage is not, in Georgia, a power coupled with an interest, but is merely a collateral power, and it cannot be executed after the bankruptcy of the mortgagor.	744
The bankruptcy of a subsequent mortgagee is no objection to the execution of the power of sale in a prior incumbrance.	828
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Such possession in connection with a power of sale in the mortgage will not create a power coupled with an interest.	744
A mortgagee with, a power to sell cannot himself become the purchaser either in severalty, joint tenancy, or otherwise. A power given to an individual cannot be executed by selling the property to a firm of which he was a member.	744

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In the case of adjoining corporations, a hack owner of one place need not obtain a license for driving within the limits of the other, where he charges nothing for the service beyond the line of his corporation.	313
An act authorizing a city to issue bonds payable in 20 years gives authority to make them payable 20 years from the date of the act, though this is less than 20 years from the date of the bonds.	1105
A municipal corporation cannot issue bonds for purposes not fairly coming within the ends for which such corporations are created without legislative grant of power either in express terms or by necessary implication.	494
The issue of bonds to pay for land to be given to a foreign railroad corporation on which to establish and maintain its depot and machine shops is not authorized under a charter granting the power to provide for the construction "of a city hall, markets and other structures of public necessity and utility."	494
An issue of bonds without authority of law cannot be ratified without legislative sanction, nor will any acts of its officers or inhabitants estop the corporation from denying its authority.	494
A town is not estopped, by having paid interest on its bonds for 10 years, from denying their validity, even in the hands of innocent purchasers, where there was no law authorizing their issue.	394
Payment of interest on railway aid bonds for several years, and the election of commissioners to represent the stock received therefor, while the bonds are passing as negotiable paper, is an affirmance of the bonds in favor of a bona fide holder.	1105
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PARTNERSHIP.	
See, also, "Bankruptcy."	
Where a joint adventure was in the management of one partner, and the other advised him to sell the cargo for cash or produce only, but he took bills on the French government, which were not paid, <i>held</i> that, his conduct being in good faith, he was not liable to the other partner.	1143
A joint owner may advise as to the manner of sale of the cargo, but he has no authority to order; and he is bound by the acts of the managing partner done in good faith, though his advice is not followed.	1143
A partner is not entitled to compensation for his services except by special agreement; nor can he exact compensation for services rendered after dissolution in respect to property in his hands, for he is then only a voluntary trustee entitled to actual charges and expenses.	1147
A debtor to a partnership cannot be held as trustee for the several or joint debt of one partner.	1177
Where a partnership between two brothers, made by parol in 1784, with an agreement that all their property should be in common, lasted until 1820, and was extended to numerous kinds of business, including the purchase of lands in various states, to which title was taken in the name of one or both, as the purchasing partner pleased, <i>held</i> , that the partnership was unlimited; that all property acquired by either was partnership property; and that each was bound by the acts of the other, however disastrous, if done in good faith.	1147

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The proceeds of a lot owned by one of the partners prior to the partnership, afterwards built upon with joint funds, and then sold and the proceeds used in the partnership business, must be considered as belonging to the partnership.	1147
One of the partners having received a large legacy and applied it to the partnership business, without the knowledge of the other, and the money having been used for many years therein, <i>held</i> that it became partnership property.	1147
A legacy to the wife of one of the partners <i>held</i> to have become partnership property, as, when received, it became the husband's property.	1147
The understanding that no charge was to be made for family expenses <i>held</i> to extend to the expenses of minor children, but not to advances made them after they became of age.	1147
Salaries paid to the children as clerks, after they became of age, <i>held</i> a charge against the partnership.	1147
One of the partners, having desired at one time to dissolve the partnership, agreed to continue it if the other would make a will in his favor, but no time was fixed for making the will. One was made, however, but was afterwards revoked and destroyed. <i>Held</i> , that the revocation did not justify the other partner in dissolving the partnership, as a will pursuant to the agreement might still be made.	1147
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Upon a dissolution, one partner is always entitled to have partnership real estate sold, and the other cannot insist that it shall be simply divided between them.	1147
A partnership creditor who knows that one partner has retired under an agreement that the other shall take the firm effects and pay its debts cannot, in equity, take a lien on the joint effects for new advances to the remaining partner, and thereby exhaust them, and hold the retiring partner for the joint debt.	1267
Upon a dissolution, the court has jurisdiction to order a sale of partnership land outside the jurisdiction, for the order operates only on the parties, and the court can compel them to make conveyances.	1147
After dissolution, neither party, by any note in writing, can bind the partnership, even for a debt contracted by it.	762
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Under the Michigan statute authorizing separate compromises of partnership debts with individual partners, a partner who does not compromise is not liable to the creditor for more than the balance due him.	1024
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Patentability.	
Novelty and utility in an improvement are the only conditions requisite to a patent.	1322
An invention must be "useful," in contradistinction to frivolous and mischievous, but it need not be superior in all cases to the modes previously in use.	1018
There can be no patent for a machine which remains an unsuccessful experiment.	1321
Invention is any new arrangement or combination of old or new materials producing a new and useful result.	1321
A long course of fruitless experiments to reduce a principle to practice is not an anticipation; but where a prior inventor has been using reasonable diligence to reduce his idea to practical use his right will be preserved, though he may not have attained perfect success.	1306
On the question of novelty in a reaping machine, the inquiry is whether the prior machine was identical with plaintiff's, or whether the latter involves a new operation, and produces a new effect on the standing or tangled grain.	1322
Prior contrivances which might by a little change have been made into the patented contrivance, though not so intended by the maker, will not defeat the originality of the invention.	666
An improvement upon a machine, to constitute an invention, must be new and useful.	1329
Who may obtain patent.	
Between inventors, the first in time has a prior exclusive right to a patent.	1018
Prior public use or sale.	
Prior use for more than two years in a factory open to public inspection defeats an application.	1001
Under the act of March 3, 1839, a patentee may make, vend, and use his invention within two entire years before applying for a patent without forfeiting his right.	1322
Prior description or foreign patent.	
A written description of a machine, with drawings, not made public, does not anticipate.	1163

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The independent invention and introduction into public use in this country of a machine previously patented in a foreign country will defeat an application by a second inventor of the same thing, under the act of 1836, as modified by the act of 1839	1001
Abandonment: Laches.	
The mere fact of making, selling, or putting in public use, within two years prior to application, does not show an abandonment. There must be something more, indicating an intention to devote the invention to the public.	1322
Experimental use of an invention made in public from necessity is not a public use, and is no evidence of abandonment.	770
The imparting to others by the inventor of imperfect and crude descriptions, at a time when he did not have a complete conception of the invention, is no evidence of an intention to abandon.	770
Concealment of an invention for five years after it is complete, even though it was never sold for profit, defeats an application.	1001
Appeals from commissioners' decisions.	
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Under the act of 1836, the court, on appeal in interference, decides not merely the question of priority, but which or whether either applicant is entitled to a patent.	1001

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The commissioner <i>held</i> to have properly refused to disturb the decision of his predecessor, upon vague and loose affidavits filed long after the rejection of the claim.	626
Validity.	
One cannot have two patents for the same process because for different purposes.	1290
A patent may cover two or more inventions relating to the same machine; and an action for infringement of either may be maintained if they are claimed separately.	142, 1290
A patent for an “improvement in trucks for locomotives” is not rendered invalid by the fact that the truck used was old and the invention was really an improvement in locomotives.	763
A description so clear and full as to enable one skilled in the art to construct the machine is required—First, that the public may avail themselves of it at the expiration of the patent; and, second, that they may not ignorantly infringe it.	1198
It is not enough that some very skillful artisan is able, from the specifications and drawings, to make and use the machine; they must be such as to enable persons of ordinary skill in the art to make and use the machine.	571
The patentee must describe his invention with reasonable certainty. If an improvement on an existing machine, he must distinguish the new from the old, and confine his patent only to the new; otherwise the patent is void.	1018
If an invention is definitely described so as to distinguish it from what was old, the patent is good, though not so full and clear that a person skilled in the art could construct the machine; unless the defect was intentional, for the purpose of deceiving the public.	1018
Extent of claim.	
The patentee is entitled to the exclusive use of his mechanical organization for all uses to which it can be applied, whether he originally contemplated those uses or not.	1290
A description of one mode of practicing the invention does not exclude a method, different from it only in a single detail, which produces the same result and is distinctly within its object.	893
The words “as specified” do not limit the claims to the particular mode of practicing the invention described in the patent.	893
Reissue: Disclaimer.	
Unfounded claims may be disclaimed in a reasonable time, and the patent will be good for the residue; but, if there is unreasonable delay, the whole patent is in operative.	1329

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A license to two corporations to use a patented device passes, on their consolidation, to the new corporation, which is vested with all the powers, rights, franchises, etc., of the old corporations.	514
A license to use looms, corresponding to certain models, for a specified period, “and for the additional term of any extension which may be hereafter granted of any patent now owned” by the licensors “relative to such looms,” <i>held</i> to mean that the right to continuation of royalty was conditioned upon the extension of one or more of the patents.	1021
Infringement—What constitutes.	
Substantial identity is necessary to Infringement, and that is substantial identity which comprehends the application of the principle of the invention.	1290
All modes, however changed in form, which act on the same principle and effect the same end are within the patent.	1290
There is no infringement in the use of a feature used in like machines prior to the patent sued on.	1314
A machine may consist of distinct parts, some or all of which may be claimed as combinations; and there will be no infringement unless the entire combination, or the part claimed, is taken.	1314
A patent for a combination containing new parts may be infringed by the use of such new parts.	142
On the point of infringement, the inquiry is whether defendant’s machine in its construction involves some new idea not found in plaintiff’s, or whether it is in substance the same, and differs merely in things immaterial or unimportant.	1322
If defendant has taken the same general plan and applied it for the same purpose, though varying the mode of construction, he has used merely mechanical equivalents.	1322
A mechanical equivalent is limited to the principle of the patent, including merely colorable or formal alterations.	1314
Where the patent is for a specific device and not for a combination, infringement is not avoided by making the device in three parts instead of two.	1198
A patent for a “shoe-last” is infringed by using the machine, without alteration, in the making of boots.	1198
—Who liable.	

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The general agent of a transportation company, which had contracted with connecting lines for through transportation. <i>held</i> not liable for infringement by use of an infringing device on the cars of the railroad companies set apart for carriage of the transportation company's freight.	518
Under a contract between a railroad company and a manufacturer to build certain cars with a patented device, the chairman of the railroad company, who signed the contract for the company, is not liable to the patentee, where the device was used without license.	515
—Remedy—Preliminary injunction.	
It is not enough for defendant to make oath that he manufactures under a patent granted to himself; he must support his right by the affidavits of third persons.	798
—Procedure.	
The admission of the originality and value of complainant's patent, in the answer, will conclude defendant, though he subsequently amends his answer and denies both.	*666
An allegation of infringement by making and using the patented invention is sustained by proof of using alone.	763
Complainant cannot acquiesce in the taking of testimony, and afterwards object to it for want of notice.	733
—Evidence.	
A former license from plaintiff to defendant to use the patented machine is evidence of utility.	142
—Injunction, and its violation.	
Where a patent covers but a small part of a machine which is claimed to infringe, which part is not materially useful, injunction is not the proper remedy.	1021
An injunction will not be granted where the patentee exercises his monopoly by renting licenses generally.	669
An issue as to whether an article sold by defendant, not appearing to have existed before the making of the decree, is an infringement of the patent, cannot be disposed of on motion for an attachment on affidavits, but must be determined in a suit brought for the purpose.	506

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—Accounting: Damages.	
Where the patented article is a unit, though an improvement on prior articles, the profits of the monopoly of the whole machine will not be divided among its parts.	669
In ascertaining net profits, there must be deducted from the selling price the cost of materials and labor, interest on capital, expenses of sale, and, where credits are given, an allowance for bad debts.	1322
Where no rights are sold by the patentee, the measure of damages are the profits he could have made, excluding the mere profits of mechanical construction.	1329
Under Act 1836, § 14, plaintiff is limited to his actual damages.	1329
The infringer's entire profit is the measure of damages only where the patentee exercises a complete monopoly and the invention is such as to supersede all other machines or manufactures of the same genus.	669
The rule of damages at law is not defendant's profits, but plaintiff's loss.	1290
If plaintiff was ready to supply the market, and his business was interfered with by defendant's competition, the damages will be the profits which plaintiff lost thereby.	1290
Where the inventor's profits consist in a general licensing of the use of the invention' the license fee is the measure of damages.	669, 1329
Interest on the amount of the license fee will be given from the time of infringement.	1329
Damages at law are measured by plaintiff's actual loss by reason of the infringement, and include profits he would have made but for defendant's interference.	1322
Damages may be given because of publications by defendant while violating the patent, disparaging plaintiff's improvement.	1322
Interest should be allowed on the actual damages from the commencement of suit.	1322
There is no distinction in the rule of damages between infringement of an entire machine and infringement of an improvement thereon, and in the latter case damages are not limited in proportion to the value of the improvement.	*1322
The inventor of an improvement on an old machine which he had a right to use is entitled to the benefit of the operation of the machine, with the improvement, to the same degree as the original patentee was entitled to the old machine.	*1322
Where no licenses are granted, and the patent is for a mere improvement, the damages are what the patentee would have made by the sale of his improvement, excluding the profits of manufacture and the value of the use of the old machine.	1329

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Failure to stamp the patented article, or to give the infringer notice, as required by the act of July 8, 1870, § 38, prevents recovery of more than nominal damages.	1290
Various particular inventions and patents.	
Circular saw frames. No. 7,027, for improvement in hanging circular saws, <i>held</i> valid and infringed.	142
Harvesting machines. Reissue No. 239, for improvements in reaping machines construed, and <i>held</i> not infringed.	1314, 1329
Harvesting machines. McCormick patent for the arrangement of the raker's seat construed, and <i>held</i> valid.	1321, 1322
Lasts. No. 36,495, for an improvement in shoe-lasts, construed to be for a specific device, not a combination, and <i>held</i> infringed.	1198
Locks. Sherwood's patent for double-faced door locks <i>held</i> valid.	*666
Locomotives. No. 34,377, for "improvement in trucks for locomotives," construed, and <i>held</i> valid and infringed.	763,770
Plug tobacco. Reissue No. 7,362, for improvement, <i>held</i> invalid for want of patentable invention.	894
Switch. Littlefield's claim for an automatic railroad switch operated by an eccentric <i>held</i> to be entirely destitute of novelty and invention.	626
Ties. No. 19,490, for an improvement in metallic ties for cotton bales, construed, and <i>held</i> valid and infringed.	1282, 1290
Ventilators. Reissue No. 5,786, for a method of cooling and ventilating rooms, construed, and <i>held</i> valid and infringed.	1163, contra, 1162
Weather strips. Leach's invention of strips with flanged edges, for tacking against door or window frame, <i>held</i> to possess patentable novelty.	96
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There is no lien on a vessel enforceable in admiralty for half pilotage fees given to the pilot by the state law on the tender and refusal of services.	266
The pilot has a lien for wages, as such, though when the vessel was in port he officiated and was recognized as master.	*786
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A plea of fraud in the execution of an instrument need not state the facts constituting the fraud.	1274
A plea of general performance is not good to a declaration upon a replevin bond setting forth the condition and specific breaches.	314

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A plea which states matters which occurred subsequent to the institution of the suit is bad on demurrer.	7584
A demurrer does not lie to a part of a plea or defense, or immaterial matter therein, but it must deny its sufficiency as a whole.	490
To a plea of want of consideration for the making and for the assignment of a note plaintiff should take issue on one or the other, and not on both.	1274
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A court of admiralty has power to decide between conflicting claims to property seized by attachment or on execution.	537
The holder of a mortgage on a vessel to secure a debt for advances made for her last voyage may interpose a claim on the balance of the proceeds in the custody of the court, on a sale to enforce preferred liens subsequently accrued, irrespective of his right to sustain a libel to enforce it against the ship originally.	298
A debt due respondent from a third per son may be attached to satisfy a judgment in personam.	233

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By a rule in the district of Massachusetts, a warrant to attach the goods and chattels, or, in default, the credits, of defendant, may be granted in cases in which an arrest cannot legally be made.	966
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The admiralty court will not order a defendant to give a stipulation in the action under pain of imprisonment in a case in which he is not liable to arrest	966
The undertaking of stipulators, on a libel in rem for the loss of a vessel and cargo by collision, is for their value, and they can not interfere, in questions relating to the equity of the parties, to amend their pleadings so as to bring within the action all rights which may be legally determined by it.	1346
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Answers to special interrogatories are not conclusive, and will not control when opposed to the weight of the other proof or open to suspicion.	89
A court of admiralty, on its own motion or at the instance of the parties, may submit any question of fact to commissioners or referees for their opinion and advice.	233
The decision of commissioners or referees to whom a question of fact is submitted, unlike the verdict of a jury, is not conclusive thereon.	233
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An award, made under a rule directing the referee to determine the amount due and the question of costs, is sufficiently certain if it state the amount due, and that libelant is entitled to costs, without stating the amount of the costs.	648
An award will not be recommitted because libelant's counsel omitted to call the attention of the referee to a matter which might have influenced him to increase the amount of salvage.	648
A tender, by answer and payment into court of a certain sum as salvage, is not an admission that such sum is due; and if the tender is refused, and the same sum is decreed, respondent may still appeal.	1060
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The departure of a vessel from a blockaded port, under the compulsory direction of a blockading cruiser, does not reintegrate her to the state of an innocent trader, where she approached the port with knowledge of the blockade, and with intent to violate it.	943
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A bill against the register and receiver of the land office to restrain them from permitting settlers on lands treated by the department as public lands from entering them under the pre-emption laws, when such settlers are not made parties, is fatally defective.	592
A settler on public lands in Oregon, prior to September 27, 1850, had a mere possession. His interest ceased with his occupation, and he could not encumber it so as to affect a subsequent occupant. The latter took as if the land had never been occupied before.	1030
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A warranty deed executed by an executor before the patent issues from the government conveys no legal title, but it will operate by way of estoppel, where a patent is afterwards issued in the name of the executor, though the will did not authorize him to convey.	457
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Interpretation of railroad construction contract providing for payment in bonds guarantied by certain towns.	214
A consolidated company succeeds to all the franchises, rights, privileges, and immunities of the several companies of which it is formed.	474
A municipal corporation cannot subscribe to the capital stock of a railroad company, and issue its bonds in payment, without authority expressly conferred by law.	474
Authority given "to any incorporated town or city" in a county to subscribe to capital stock is not limited to towns and cities incorporated at the date of the passage of the act.	474
Railway aid bonds bearing 10 per cent. interest, issued under authority given to issue bonds bearing 6 per cent, interest, are valid obligations for the principal and 6 per cent, interest.	474
A county is directly liable to the holder of railway aid bonds where it covenants to pay the holder, though, as between the county and railroad company, the latter has agreed to pay.	1341
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A railroad mortgage recorded in one county through which the road runs has priority in that county over the lien of a subsequent judgment, but not so in other counties where it is not recorded.	1099
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The occupation and the erection of buildings on land in dispute by one of two rival claimants will not be enjoined before the title is judicially determined.	386
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All the nonresident defendants need not join in a petition for removal where a final determination can be had between plaintiff and the petitioning defendants without the presence of the others.	501
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A contract to deliver goods not in existence at the time is not a sale.	1008
An agreement, whereby A. was to furnish goods to B. at schedule prices, B. to settle every three months for all goods sold or shipped from his warehouse, at the stipulated prices, and for all goods remaining on hand at the end of the year, <i>held</i> , to create the relation of buyer and seller.	558
Where, by the contract, title is not to pass until the price is paid, the title remains in the vendor, though but a small part of the price is unpaid, and the vendee has possession.	1180
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The seller has no lien, as such, where he delivers possession to the purchaser and takes a chattel mortgage from him.	292

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Transfer of a bill of lading, as a mere collateral to previous obligations, without anything advanced, given up, or lost on the part of the transferee, does not affect the right of stoppage in transitu.	388
The market price of oats after the bankruptcy of a broker who agreed to buy and hold them on a margin cannot be considered in estimating damages for breach of the contract.	258
Under a contract to deliver within the state pork well put up for a foreign market, the purchaser may show the condition of the article en route to the foreign port, to enable the jury to judge whether it was well put up at the place of delivery.	86
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Risk of life, expenditure of money, or the application of extraordinary means is not essential to a salvage service. It may be exclusively a case of skill.	91
Pilots may be salvors, even after the relation of pilot to the particular vessel has been begun, the right depending upon the service rendered.	91
The fact that the ordinance from which the pilot derives his commission makes it his duty to go to vessels in distress will not prevent his recovering salvage.	91
A pilot is entitled to salvage for extricating from peril a vessel aground upon a shoal, running out into the sea, which is not an entrance to a bay, inlet, river, harbor, or port, though within the cruising ground, if not made by law pilots' water.	91
An officer who, while acting as such, exceeds the bounds of his official duty by giving extraordinary assistance to save property, is entitled to salvage.	404
It is no objection to a claim for salvage that the interference or assistance of the salvor did not arise from a desire to preserve the property or benefit the owner.	404
Contracts for salvage services.	
Persons who assist a vessel in distress at the request of her master or owner, with no definite arrangement for compensation, must ordinarily be paid as salvors.	949
A contract, whether absolute or contingent, for salvage services, does not oust the jurisdiction of the admiralty court in rem or in personam in a proceeding brought by the contractor.	949
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Where a master conceals a cask of oil which he has picked up at sea, and sells it at a secret sale after claim of ownership is made, he is not entitled to salvage compensation, or to be refunded duties paid by him.	105
Salvors not concerned in acts of embezzlement of furniture and stores committed by some of the crew of their vessel are unaffected thereby in respect to their compensation.	1059

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A boy who refused to join in plundering a derelict vessel, but who took trifling articles "as keepsakes," <i>held</i> entitled to a less share than he otherwise would have had.	1059
Amount.	
The amount may be affected or controlled by the usage of the port as to the rate of payment, where services are rendered at the request of the master or owner.	949
Where the owner has expressly abandoned the property to the libelants, the whole amount may be awarded after payment of costs.	711
One-half awarded where the vessel and cargo aground on a Florida reef would have been a total loss but for the timely assistance of the salvors, rendered at great hazard.	501
A schooner in distress was found by a bark, and her crew taken off. The weather having moderated, the bark returned to the schooner, but the latter's master could not induce his crew to go on board. The bark then sent part of her crew, who brought the schooner in. <i>Held</i> not a case of derelict.	1003
Twenty-five per cent, on a valuation of \$90,000 allowed for bringing into port, after 13 days of severe labor and hardship, a schooner not derelict.	

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\$2,500 allowed on a valuation of \$6,400 where a coal-laden schooner found derelict SO miles from Long Island was brought in by the mate and two men from a coasting schooner, in 30 hours, with some risk.	1059
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The finder of an abandoned vessel becomes the legal possessor and acquires a privilege against the property for salvage, which takes precedence of all other liens.	478
A sale of the damaged vessel requested by her master will not be ordered, though the repairs will nearly equal her present value where the court does not think it to the interest of her owners and insurers and the owners of the cargo.	501
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The contract of shipment.	
The reasonableness and equity of an agreement between owners and seamen will always be examined by the court.	1092
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A seaman discharged abroad and reshipped at a less sum may recover the difference on his return to the home port.	790
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A vessel is liable to seamen shipped for a voyage not prosecuted.	412
The owners are liable for the wages of a seaman employed by the master after he had a full complement.	1115
Where a vessel went to a port out of her course, and there sold part of her cargo, and was afterwards captured, wages were decreed her seamen up to the time of such sale.	557
Where a minor concealed himself on board a whaling vessel until she was at sea, but might have been left at an intermediate port with the American consul there, <i>held</i> , that the father was entitled to his wages from the time of leaving that port.	1115
Where a father sued for services of his minor son, who deserted on the return from a whaling voyage, <i>Md</i> , that the lay should be the rule of damages, none other being claimed.	1005
A seaman justifiably separated from his ship on a whaling voyage is entitled to such proportion of his lay as the time he served bears to the whole time of the voyage.	1005
Where seamen abandon the wreck, they lose their right to wages, though the property is afterwards restored on salvage by others.	478
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The wages of a seaman on board a vessel in port, who was hired to take care of her while in port, are not a lien.	413
The seaman's lien for wages is lost by an assignment of his claim.	786
Seamen on a fishing voyage have a lien on the fish for their wages; and, where the shipowner becomes bankrupt, this lien follows the proceeds of the fish into the hands of his assignees.	1007
A mate who, upon the decease of the master, succeeds to his command, cannot sue in rem for the extra compensation he thus becomes entitled to as acting master.	348
A receipt in full may be explained by showing that there was an outstanding demand in favor of the seaman which was not in fact satisfied by the payment made; but the evidence must be clear and convincing.	102
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Under the general maritime law, desertion does not necessarily produce forfeiture of all antecedent earnings; the matter is in the court's discretion.	1005
Desertion, under the statute, by a minor who engaged in a whaling voyage without his father's consent, is no defense to a suit by the father for previous services.	1005

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The failure to date an entry in the log of the seamen's leaving the vessel is fatal to its value as proof of desertion, under the British merchants' shipping act of 1804 (sections 244, 250, 281)	520
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A devise of lands to be held by the executors until the last born grandchild should become of age, then to be divided among all grandchildren per capita, the issue of those dead to take per stirpes, rents and profits to be divided among the devisees in the meantime, does not create an estate in fee tail.	1210

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A devise of lands to be held until the last born grandchild became of age, then to be divided among all living grandchildren, and the issue of such as were dead, taking per stirpes, is not void as to the child of a grandchild who died before the testator, under a statute prohibiting devises except to persons in being when the will is made, or their immediate issue or immediate descendents. (Act Ohio Dec. 17, 1812.)	1210
A devise to A. for her support during life, and at her decease to become the property of B., not to be subject to his disposal, but to descend to his children free and unincumbered; but, in case he has none living at his death, to become the property of O. in fee simple, or of her heirs if she be not then living,—construed.	131
Under a devise to A. “and if he shall die, without an heir, before he shall arrive at the age of 21 years,” then to be equally divided among his brothers and sisters or their heirs, <i>held</i> , that A. took a fee simple, with an executory devise over to his brothers and sisters.	567
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A will giving all testator’s property to his children share and share alike, but postponing distribution until the majority of the youngest child, and providing that the children should have college educations chargeable to the estate and to a sufficient allowance after majority until distribution, <i>held</i> to give a vested interest payable at a future day.	315
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An assertion of fact made by a wife in her husband's presence, and denied by him is not admissible to impeach his testimony.	1258
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Service of subpoena to answer a cross bill may be made upon the solicitor of the complainant in the original bill, in cases of in junction to stay proceedings at law, and in cross suits in equity, where the plaintiff at law in the first and plaintiff in equity in second reside beyond the jurisdiction.	1027
An affidavit of service of notice to take depositions, by leaving it with defendant's wife, need not state that she was informed of its purport.	1247