

*The Ship HELEN.

UNITED STATES *v.* The Ship HELEN.

Seizures.

A vessel having violated a law of the United States, cannot be seized for such violation, after the law has expired, unless some special provision be made therefor by statute. The General Pinkney, 5 Cr. 281, re-affirmed.

THIS was an appeal from the sentence of the District Court of the United States for the district of New Orleans, which dismissed the libel.

The ship Helen, a vessel of the United States, during the existence of the act of congress of the 28th of February 1806, "to suspend the commercial intercourse between the United States and certain ports of the island of St. Domingo," had traded with one of the prohibited ports, contrary to that act. The act was suffered to expire on the 25th of April 1808. Afterwards, to wit, on the 20th of September 1808, she was seized, on account of that violation of the act, by the collector of the port of New Orleans; but the libel was dismissed by the judge, on the ground, that the law had expired. The United States appealed.

The case was now submitted without argument; and upon the authority of the case of *The General Pinkney*, at last term—

The sentence was affirmed.

STEWART *v.* ANDERSON.

Set-off.

In an action, in Virginia, by the assignee of a negotiable promissory note, against the maker, the latter may set off a negotiable note of the assignor, which he held, at the time of receiving notice of the assignment of his own note, although the note thus set off was not due, at the time of the notice, but became due, before the note upon which the suit was brought. Stewart *v.* Anderson, 1 Cr. C. C. 586, affirmed.

ERROR to the Circuit Court for the district of Columbia. Stewart, the indorsee of a promissory note, brought his action of debt, under the statute of Virginia, against Anderson, the maker. The note was made payable to W. Hodgson, and by him assigned to Stewart. It *was dated the [204 25th of April 1807, and payable 180 days after date, for \$330.56.

The defendant pleaded, 1. *Nil debet*: and 2. That at the time the note became due, and before the defendant had notice of the assignment thereof to the plaintiff, by W. Hodgson, the latter became, and then was, indebted to the defendant in the sum of \$566.67, by note, dated the 29th of June 1807, and payable 60 days after its date. That the defendant had been, and still was ready and did offer to set off against the money due from him by the note mentioned in the declaration, so much of the \$566.67, as would be and was sufficient to discharge all that was due and owing from him for and on account of the note in the declaration mentioned.

Upon the trial in the court below, the jury found a special verdict, which stated, that Hodgson transferred to the plaintiff the note in the declaration mentioned; and afterwards, on the 14th of August 1807, for the first time informed the defendant, that the note was transferred, but did not say to whom. At the time of that information, the defendant held a note of W.