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3. The answer of one defendant in chancery is evidence against other defendants claiming through him.*Id.*

4. The plaintiff cannot avail himself of the answer of a defendant, who is substantially a plaintiff; it is not evidence against a co-defendant.*Id.*

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1. The court will not declare a law to be unconstitutional, unless the opposition between the constitution and the law be clear and plain. *Fletcher v. Peck*..... *87
2. In a contest between two individuals, claim-

ing under an act of a legislature, the court cannot inquire into the motives which actuated the members of that legislature. If the legislature might constitutionally pass such an act; if the act be clothed with all the requisite forms of a law, a court, sitting as a court of law, cannot sustain a suit between individuals, founded on the allegation that the act is a nullity, in consequence of the impure motives which influenced certain members of the legislature which passed the law. *Id.*

3. When a law is, in its nature, a contract, when absolute rights have vested under that contract, a repeal of the law cannot divest those rights. *Id.*

4. A law, annulling conveyances, is unconstitutional, because it is a law impairing the obligation of contracts, within the meaning of the constitution of the United States. *Id.*

5. 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. *United States v. The Helen.* *203

6. If foreign laws be not proved to be in writing, as public edicts, they may be proved by parol. *Livingston v. Maryland Ins. Co.* *274

7. No sentence of condemnation can be affirmed, if the law under which the forfeiture accrued has expired, although a condemnation and sale may have taken place, and the money paid over to the United States, before the expiration of the law. *The Rachel v. United States.* *329

See INSURANCE, 5, 21, 22, 25.

LAW OF NATIONS.

1. A seizure beyond the territorial jurisdiction, for breach of municipal regulation, is warranted by the law of nations. *Hudson v. Guestier.* *281

LEGISLATURE.

1. A party to a contract cannot pronounce its own deed invalid, although that party be a sovereign state. *Fletcher v. Peck.* *87

See GEORGIA, 1: LAW, 2-5.

LOCATION.

See BOUNDARIES: KENTUCKY.

MANDATE.

See COSTS, 1: JURISDICTION, 5.

MARSHAL.

See ATTACHMENT.

MARYLAND.

See CONFISCATION, 2: JURISDICTION, 8: SALE: SLAVES, 1.

MISREPRESENTATION.

See CONCEALMENT, 1, 2.

MUNICIPAL LAW.

See LAW OF NATIONS.

NATURALIZATION.

See ALIEN, 1-4.

NEUTRALITY.

See INSURANCE, 1, 23, 24.

NEW ORLEANS.

See JURISDICTION, 10, 12: SLAVES, 2.

NEW TRIAL.

1. The refusal of the court below to grant a new trial is not a ground of error. *Marine Ins. Co. v. Hodgson.* *206

2. When the reversal is in favor of the defendant, upon a bill of exceptions, a new trial must be awarded by the court below. *Hudson v. Guestier.* *281

ORDERS IN COUNCIL.

See ADMIRALTY, 2: INSURANCE, 4.

ORLEANS.

See JURISDICTION, 10, 12: SLAVES, 2.

PARTNERS.

See JOINT PARTNERS, 1, 2.

PATENT.

See CHANCERY, 2.

PATENT-RIGHT.

1. The assignee of part of a patent-right cannot maintain an action on the case for a violation of the patent. *Tyler v. Tuel.* *324

PAYMENT.

1. If neither the debtor, nor the creditor has made an application of the payments, the court will apply them to the debts for which the security is most precarious. *Field v. Holland* *9
2. A promissory note given and received for and in discharge of an open account, is a bar to an action upon the open account, although the note be not paid. *Sheehy v. Mandeville* *254

PLEADING.

1. In Virginia, if the defendant die, after interlocutory judgment, and a writ of inquiry awarded, his administrator, upon *scire facias*, can only plead what his intestate could have pleaded. *McKnight v. Craig's Administrator* *183

See ACCIDENT: COVENANT, 1-3: PAYMENT, 2: PRACTICE, 12.

PLENE ADMINISTRAVIT.

1. In Virginia, if a defendant die after office judgment, his administrator, upon *scire facias*, cannot plead *plene administravit*. *McKnight v. Craig's Administrator* *184

PRACTICE.

1. A report of auditors may be set aside, although neither fraud, corruption, partiality, nor gross misconduct on the part of the auditors be proved. *Field v. Holland* *8
2. Without revoking an order of reference to auditors, the court may direct an issue to be tried. *Id.*
3. A court of equity may itself ascertain the facts, if the evidence enable it to do so, or may refer the question to a jury, or to auditors. After an issue ordered, a court of equity may proceed to a final decree, without trying the issue or setting aside the order *Id.*
4. The writ of *habeas corpus ad subjiciendum* does not lie, to bring up a person confined in the prison-bounds upon a *ca. sa.* issued in a civil suit. *Ex parte Wilson* *52
5. The court below, upon a mandate, on reversal of its judgment, may award execution for the costs of the appellant, in that court. *Riddle v. Mandeville* *86
6. In Virginia, if the defendant die after interlocutory judgment, and a writ of inquiry awarded, his administrator, upon *scire facias*, can only plead what his intestate could have pleaded. *McKnight v. Craig's Administrator* *183

7. In all cases of reversal, if this court direct the court below to enter judgment for the plaintiff in error, the court below will, of course, enter the judgment, with the costs of that court. *Id.*
8. The refusal of the court below to allow an amendment, or to grant a new trial, or to continue a cause, cannot be assigned for error. *Marine Ins. Co. v. Hodgson* *206
9. The court below may allow amendments, after judgment upon demurrer, affirmed in this court. *Id.*
10. In an action of covenant upon a policy under seal, all special matters of defence must be pleaded. Under the plea of covenants performed, the defendant cannot give evidence which goes to invalidate the policy. *Id.*
11. In order to prove the condemnation of a vessel, it is only necessary to produce the libel and sentence. It is an irregular practice, to read the proceedings at length *Id.*
12. In debt, in a bill of exchange, under the statute of Virginia, it is necessary in the declaration, to aver notice of the protest for non-payment. *Slacum v. Pomeroy* *221
13. What is fatal on motion to arrest judgment, is fatal on a writ of error. *Id.*
14. This court will not direct the court below to allow the proceedings to be amended. *Sheehy v. Mandeville* *254
15. It is too late to question the jurisdiction of the court below, after the cause is sent back, with a mandate to cause the decree of this court to be executed. *Skilern v. May* *267
16. A special verdict is defective, which does not find whether an abandonment was in reasonable time. *Chesapeake Ins. Co. v. Stark* *268
17. When the reversal is in favor of the defendant, upon a bill of exceptions, a new trial must be awarded by the court below. *Hudson v. Guestier* *281

See CHANCERY, 2, 3: COVENANT, 1, 2, 3.

PROMISSORY NOTE.

See ASSIGNMENT, 2: JOINT PARTNERS, 1, 2: PAYMENT, 2.

PROCESS.

See ATTACHMENT.

REASONABLE TIME.

1. What is reasonable time of abandonment, is a question compounded of fact and law, which must be found by a jury, under the direction of the court. *Chesapeake Ins. Co. v. Stark*, *268. *Maryland Ins. Co. v. Rudden* *338

SALE.

1. The act of assembly of Maryland which authorized the commissioners of the city of Washington to resell lots, for default of payment by the first purchaser, contemplates a single resale only; and by that resale the power given by the act is exhausted. *O'Neale v. Thornton*.....*53
2. By selling and conveying the property to a third purchaser, the commissioners preclude themselves from setting up the second sale, and the second purchaser, by making this defence, affirms the title of the third purchaser.....*Id.*

SEIZURE.

See ADMIRALTY, 3.

SENTENCE.

See ADMIRALTY, 5: EVIDENCE, 5.

SET-OFF.

See ASSIGNMENT, 2.

SLAVES.

1. The right to freedom, under the act of Maryland which prohibits the bringing of slaves into that state, is not acquired by the neglect of the master to "prove to the satisfaction of the naval officer, or collector of the tax, that such slave had resided three years in the United States," although such proof be required by the act. *Scott v. Ben*.....*3
2. The act of congress of the 28th of February 1803, respecting the importation of slaves, is not in force in the territory of Orleans. *The Amiable Lucy v. United States*.....*380

TREATY, BRITISH.

See CONFISCATION, 2: JURISDICTION, 8.

TROVER.

1. Infancy is not a bar to an action of trover. *Vasse v. Smith*.....*226

See INFANCY, 2.

TURNPIKE ROAD.

See INQUISITION: JURISDICTION, 3, 4.

USURY.

1. If an agent, who has, by permission of his principal, sold eight per cent. stock, apply the money to his own use, and, being pressed for payment, give a mortgage to secure the repayment of the amount of the stock with eight per cent. interest thereon, it is usury. *Debutts v. Bacon*.....*252

VERDICT.

1. A special verdict is defective, which does not find whether an abandonment was in reasonable time. *Chesapeake Ins. Co. v. Stark*..*268

VIRGINIA.

See ASSIGNMENT, 1, 2: ATTACHMENT: BILL OF EXCHANGE, 3: INSURANCE, 8-12: PLEADING, 2.

VOYAGE.

See INSURANCE, 3, 5, 7.

WASHINGTON CITY.

See SALE.

WARRANTY.

See INSURANCE, 23, 24.

ATLANTIC

1860-1861

1862











