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TO THE

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16. But if the paper purport to be a mere transcript of minutes, extracted from the docket of the court, it is not evidence...*Id.*
17. It need not appear by the record of naturalization, that all the requisites prescribed by law for the admission of aliens to the rights of citizenship, have been complied with. *Stark v. Chesapeake Ins. Co.*...*420
18. *Semble*: That the judgment of the court admitting the alien to become a citizen, is conclusive, that all the pre-requisites have been complied with, or that parol proof may be received in aid of the record.....*Id.*
19. An exemplification of a judgment of another state, properly authenticated, is conclusive evidence of the debt; consequently, *nil debet* is not a good plea to an action of debt upon such a judgment. *Mills v. Duryee*...*481
20. Bills of exchange, taken up by the drawer, with damages and costs of protest, are admissible evidence in an action for money paid, laid out and expended by the plaintiff, against the drawee of the bills, who was bound to honor them. *Riggs v. Lindsay*.....*500
21. The usage of trade may be proved by parol, although such usage originated in a law or edict of the government of the country. *Livingston v. Maryland Ins. Co.*.....*508
22. The record of a former judgment between the same parties, upon the same cause of action, may be given in evidence upon *non assumpsit*. *Young v. Black*.....*565

See ACCOUNT, 1, 2: ADMIRALTY, 1, 2: DEMURRER, 1-3: NORTH CAROLINA.

EXECUTION.

See BOND, 2: ERROR, 4.

EXECUTORY DEVISE.

See DEVISE, 1.

FACTOR.

See AGENT, 2.

FAIRFAX, LORD.

1. Lord Fairfax, at the time of his death, had the absolute property, seisin and possession of the waste and unappropriated lands in the

- Northern Neck of Virginia. *Fairfax v. Hunter*.....*603
2. The commonwealth of Virginia could not grant the unappropriated lands in the Northern Neck, until its title should have been perfected by possession; and the British treaty of 1794 confirmed the title to those lands in the devise of Lord Fairfax.....*Id.*

See ALIEN, 1.

FEEES.

1. Each party is liable to the clerk for the fees due to him from such party, respectively, and the clerk may have an attachment to compel the payment thereof. *Caldwell v. Jackson*.....*276

See COSTS, 1.

FIRE.

See ALEXANDRIA.

FISHING VESSEL.

1. A licensed fishing vessel is liable to forfeiture (under the 32d section of the act of the 18th of February 1793, for enrolling and licensing vessels), for sailing, laden with goods, with intent to carry them to another place, without a license therefor, although the goods should be wholly of domestic growth and manufacture, and not liable to any duty. But such cargo is not liable to forfeiture, unless it belong to the master, owner or a mariner of the vessel. *The Active*.....*100

FOREIGN SENTENCE.

See ADMIRALTY, 5-8.

FOREIGN VESSEL.

See ADMIRALTY, 13.

FORFEITURE.

See ADMIRALTY, 18: EVIDENCE, 14: FISHING VESSEL.

FRAUD.

1. On a question of fraud, the remedy at law is complete. *Russell v. Clarke*.....*69
2. A promise to pay a sum of money as a compensation to the plaintiff for the injury done him by the misconduct of the defendant, in obtaining a patent in his own name, for land which he ought to have patented in the name of the plaintiff, and in preventing

the plaintiff from obtaining a patent in his own name, and in consideration of the defendants having procured the patent to be issued to himself, is a contract for the sale of land, within the statute of frauds, and must be in writing. *Hughes v. Moore*... *177

See CREDIT, LETTER OF, 4.

FREEDOM.

See EVIDENCE, 9, 10.

FREIGHT.

1. The underwriters upon a cargo are not liable for freight *pro rata itinervis*, to the owner of the vessel, who is also owner of the cargo insured, in a case where the vessel and cargo were captured, the cargo abandoned to the underwriters as a total loss, and by them accepted, the loss paid, the cargo condemned, restored upon appeal, and the proceeds of the cargo paid over to the underwriters. Freight *pro rata itinervis* is not due, unless the owner of the cargo voluntarily agree to receive it, at a place short of its ultimate destination. *Caze v. Baltimore Ins. Co.*... *358

GENERAL RULE.

See COUNSELLORS, 1, 2.

GRANT.

See EQUITY, 5: NORTH CAROLINA.

GUADALOUPE.

See ADMIRALTY, 4.

GUARANTEE.

See CREDIT, LETTER OF.

HEARSAY.

See EVIDENCE, 10.

INDEMNITY.

See EVIDENCE, 12.

INDIANS.

See CONSTITUTION.

INDICTMENT.

See EMBARGO, 6.

INDORSEMENT.

See EVIDENCE, 4.

INDORSER.

1. In a suit against the maker of a promissory note, by an indorser, who has been obliged to take it up, the plaintiff must produce the note upon the trial. *Morgan v. Reintzel*..... *273

See ASSUMPSIT, 1: CUSTOM OF MERCHANTS.

INJUNCTION.

See JURISDICTION, 5.

INQUIRY, WRIT OF.

1. Upon executing a writ of inquiry in Virginia, in an action of *assumpsit* upon a promissory note, it is necessary to produce a note corresponding with that stated in the declaration; but it is not necessary to prove the note. *Sheehy v. Mandeville*..... *208

INSOLVENT.

See COLUMBIA, 1: CREDIT, LETTER OF, 7.

INSTRUCTION.

See ADMIRALTY, 20.

INSURANCE.

1. The discharge of underwriters from their liability, in case of taking on board an additional cargo, not authorized by the policy, depends not on any supposed increase of risk, but wholly on the departure of the insured from the contract of insurance. The consequences of such a violation of the contract are immaterial to its legal effect, as it is, *per se*, a discharge of the underwriters; and the law attaches no importance to the degree, in cases of voluntary deviation. Necessity alone can sanction a deviation in any case; and that deviation must be strictly commensurate with the *vis major* producing it. *Maryland Ins. Co. v. Le Roy*..... *26
2. A policy of insurance on a vessel "at and from" an island, protects her in sailing from port to port of the island, to take in a cargo. *Dickey v. Baltimore Ins. Co.*..... *327
3. There cannot be a total loss of a cargo consisting of memorandum articles of only one species, such as hides. Nor are the underwriters liable for salvage upon such articles, under the clause which authorizes the insured to labor and travel for the preservation of the cargo, unless, perhaps, in a case where the salvage may have prevented an actual total loss of the cargo. *Biays v. Chesapeake Ins. Co.*..... *415

4. The length of time a vessel may wait to take in her cargo, without discharging the underwriters, does not depend on the usage of the trade. *Oliver v. Maryland Ins. Co.* *487
5. The danger which will justify a vessel in remaining in port a long time, without discharging the underwriters, must be obvious, immediate, directly applied to the interruption of the voyage, and imminent; not distant, contingent and indefinite.....*Id.*
6. If, according to the usage of the trade, a vessel be permitted to go from one port to another, to collect her cargo, and she unnecessarily exhaust, at one port, the whole time allowed by the usage of the trade to complete her cargo, she cannot go to the other port, without being guilty of such a deviation as will avoid the policy.....*Id.*
7. What is a reasonable apprehension of danger, is a question of law to be decided by the court.....*Id.*
8. To constitute a representation (in making insurance), there should be an affirmation or denial of some fact; or an allegation which would plainly lead the mind to the same conclusion. *Livingston v. Maryland Ins. Co.*.....*506
9. If, by the usage of the trade insured, it be necessary that certain papers should be on board, the concealment of those papers cannot affect the plaintiff's right to recover upon the policy.....*Id.*
10. In general, concealment of papers amounts to a breach of warranty.....*Id.*
11. If the letter submitted to the underwriters, ordering the insurance, refer to another letter, previously laid before them, which letter contained information that the vessel had permission to trade to the Spanish colonies, the underwriters are bound to notice that fact, and to know that the vessel will take all the papers necessary to make the voyage legal.....*Id.*
12. The usage of trade may be proved by parol, although such usage originated in a law or edict of the government of the country.....*Id.*
13. The question whether abandonment were made in due time, is not a question of fact, to be exclusively left to the jury, but to be decided by them, under the direction of the court.....*Id.*
14. No acts, justifiable by the usage of the trade, and done by the plaintiffs, to avoid confiscation under the laws of Spain, can avoid the policy.....*Id.*
15. If the plaintiffs do any act which increases the risk of capture and detention, according to the common practice of the belligerent, it may avoid the policy. It is not necessary, that the risk, thus increased, should be the

risk of rightful capture, according to the law of nations.....*Id.*

See ALEXANDRIA: DOMICIL, 1, 2: EQUITY, 4: FREIGHT.

INTESTATE.

See DESCENT.

JOINT-OWNER.

1. If three joint-owners of a cargo employ the master of the ship to sell it for them, and he afterwards become interested in the share of one of the joint-owners, he cannot, in an action brought against him by the three joint-owners to recover the amount of the sales, set off his share of that amount. *Young v. Black*.....*565

See ASSIGNMENT, 1.

JOINT-TENANTS.

See LIMITATIONS, 1.

JUDGMENT.

1. If the original judgment be reversed, the reversal of the dependent judgment on the "forthcoming bond" follows, of course; but a special *certiorari* is necessary to bring up the execution upon which the bond was given, so as to show the connection between the two judgments. *Barton v. Petit*.....*288
2. A verdict "for the defendant, subject to the opinion of the court upon the points reserved," does not authorize an absolute judgment for the defendants, unless the points reserved and the opinion of the court thereon are stated on the record. *Smith v. Delaware Ins. Co.*.....*434
3. *Nil debet* is not a good plea to an action on a judgment of another state. *Mills v. Duryee*.....*481
4. A judgment between the same parties, on the same cause of action, may be given in evidence upon *non assumpsit*. *Young v. Black*.....*565

JURISDICTION.

1. The courts of the United States have no common-law jurisdiction, in cases of libel against the government of the United States. But they have the power to fine for contempts, to imprison for contumacy, and to enforce the observance of their orders, &c. *United States v. Hudson*.....*32
2. The supreme court of the United States has not jurisdiction, by writ of error, in a civil cause which has been carried up from the district court to the circuit court by

- writ of error. *United States v. Goodwin*, *108; *United States v. Gordon*.....*287
3. A public vessel of war of a foreign sovereign at peace with the United States, coming into our ports, and demeaning herself in a friendly manner, is exempt from the jurisdiction of the country. *The Exchange v. McFaddon*.....*116
4. Upon a writ of error to the circuit court for the district of Columbia, this court has no jurisdiction, if the sum awarded be less than \$100, although a greater sum may have been originally claimed. *Wise v. Columbia Turnpike Co.*.....*276
5. A state court has no jurisdiction to enjoin a judgment of the circuit court of the United States. *McKim v. Voorhies*.....*279
6. A French tribunal at Guadaloupe had jurisdiction of property seized on the high seas, for breach of the Milan decree, and carried into the Dutch part of the island of St. Martins, and there sold by order of the Dutch governor of St. Martins, before condemnation, without any authority from the French tribunal at Guadaloupe. *Williams v. Armroyd*.....*424
7. The circuit court of Tennessee, as a court of equity, cannot award a writ of *habere facias possessionem*. *Wallen v. Williams*....*602
- See ADMIRALTY, 3: DISCOVERY, 1: DOWER, 1: MANDAMUS.

JUROR.

1. After a juror is sworn, no exception can be taken to him, on account of his being an inhabitant of another county. *Mima Queen v. Hepburn*.....*291
2. If a juror be challenged for favor, and upon examination before the triers, he declare that if the evidence should be equal, he would give a verdict in favor of the party upon whom the burden of proof lies, the court, in the exercise of a sound discretion, ought to reject him, although the bias should not be so strong as to render it positively improper to allow him to be sworn.....*Id.*

JURY.

See ADMIRALTY, 3.

LAND.

1. The title to land can be acquired and lost only in the manner prescribed by the law of the place where such land is situated. *United States v. Crosby*.....*115
- See ALIEN, 1: ARBITRATION, 2: DESCENT: DEVISE, 1: FAIRFAX: FRAUD, 2: NORTH CAROLINA.

LETTER OF CREDIT.

See CREDIT, LETTER OF.

LIBEL.

1. In a count in a libel upon the 50th section of the collection law of March 2d, 1799, for unloading goods without a permit, it is not necessary to state the time and place of importation, nor the vessel in which it was made, but it is sufficient to allege, that they were unknown to the attorney of the United States. *Locke v. United States*.....*339
2. In a libel, it is not necessary to negative any fact which constitutes the defence of the claimant. *The Aurora*.....*383
3. An information in the admiralty, for a forfeiture, must contain a substantial statement of the offence: a general reference to the provisions of the statute, is not sufficient. If the information be defective in that respect, the defect is not cured, by evidence of the facts omitted to be averred in the information; the decree must be *secundum allegata*, as well as *secundum probata*. *The Hopet*.....*389
4. A libel for a forfeiture must be particular and certain in all the material circumstances which constitute the offence. *The Caroline*....*496
5. An informal libel or information *in rem* may be amended, by leave of the court. *Id.*; *The Anne*.....*570

See COMMON LAW.

LICENSE.

See FISHING VESSEL.

LIMITATIONS.

1. In order to avoid the plea of the statute of limitations, to an action by joint-tenants, it is necessary to show that all the plaintiffs were under a disability to sue. *Marsteller v. McClean*.....*156
2. A recital in a deed is good evidence, to take a case out of the statute of limitations. *King v. Riddle*.....*168
3. The defendant to an attachment in chancery, in Virginia, may plead the statute of limitations, without answer. *Wilson v. Koont*.*202
4. A defendant who removes from one county to another, in Virginia, is not thereby prevented from pleading the statute of limitations, unless the plaintiff has been, by such removal, actually defeated, or obstructed in bringing or maintaining his action.....*Id.*
5. The exception in the Maryland statute of limitations, in favor of "such accounts as concerns the trade or merchandise between mer-

chant and merchant, their factors and servants, which are not residents within this province," applies to dealings between a merchant-creditor residing out of Maryland, and a debtor residing in Maryland. And in order to take the case out of the exception, it is not sufficient, to aver that the creditor returned to, came, and was within the state of Maryland, after the cause of action accrued, and more than three years before bringing the suit. *Bond v. Jay*. *350

MANDAMUS.

1. The power of the circuit courts of the United States to issue the writ of *mandamus* is confined exclusively to those cases in which it may be necessary to the exercise of their jurisdiction. *McIntire v. Wood*. *504
2. If the court below order the proceedings to be finally stayed, upon suggestion of the attorney for the United States, in a case to which the United States are not a party, this court will order a *mandamus nisi*, in the nature of a *procedendo*. *Livingston v. Dorgenois*. *577

MARTINIQUE.

See ADMIRALTY, 4.

MARYLAND.

See DESCENT: EVIDENCE, 10: LIMITATIONS, 5.

MASTER.

See POSTMASTER.

MEMORANDUM.

See INSURANCE, 3.

MERCHANT.

See ACCOUNT, 1: CUSTOM OF MERCHANTS: LIMITATIONS, 5.

MILAN DECREE.

See ADMIRALTY, 5, 7.

MISTAKE.

See AGENT, 1.

MITTIMUS.

1. In the district of Connecticut, the marshal may, upon an attachment for debt, without a *mittimus*, commit the defendant to prison for want of bail. *Palmer v. Allen*. *551

MORTGAGE.

See EQUITY, 2, 3.

NATIONAL CHARACTER.

See DOMICIL.

NATURALIZATION.

See EVIDENCE, 17, 18.

NEW JERSEY.

See CONSTITUTION.

NIL DEBET.

See DEBT.

NOMINAL PLAINTIFF.

See ASSIGNMENT, 2.

NON-INTERCOURSE.

See ADMIRALTY, 14, 16, 18.

NORTHERN NECK.

See FAIRFAX.

NORTH CAROLINA.

1. By the laws of North Carolina and Tennessee, a deed for land in Tennessee, executed in North Carolina, by grantors residing there, in the year 1794, proved in 1797, by one of the subscribing witnesses, before a judge in North Carolina, and recorded in 1808, in the proper county in Tennessee, is valid, and may be given in evidence in ejectment. *Blackwell v. Patton*. *471
2. The first grant from the state of North Carolina, upon an entry, is valid, although issued upon a duplicate warrant, the original being in the hands of the surveyor-general; and although a subsequent grant issue upon the original warrant for other lands. *Id.*

OBLIGOR.

See EVIDENCE, 6.

ORPHANS' COURT

See ACCOUNT, 2.

OUSTER.

See EJECTMENT, 1.

OYER.

1. *Oyer* of a deed, set forth in the first court, does not make that deed part of the record, so as to apply it to the other counts in the declaration. *Hughes v. Moore*. *177

PARTITION.

See DOWER, 1.

PAYMENT.

See ACCOUNT, 3: BOND, 3.

PENALTY.

See EMBARGO, 5.

PLAT.

See DEED, 1.

PLEADINGS.

1. When issue is taken on the negligence of a postmaster himself, it is not competent to give in evidence the negligence of his assistant. *Dunlop v. Munroe*. *242
2. When it is intended to charge a postmaster for the negligence of his assistants, the pleadings must be made up according to the case; and his liability then will only result from his own neglect in not properly superintending the discharge of their duties in his office. *Id.*
3. In order to make a postmaster liable for negligence, it must appear that the loss or injury sustained by the plaintiff was the consequence of the negligence. *Id.*
4. It is a good defence to an action upon an embargo bond, that it was given for more than double the value of the vessel and cargo, and that the master was constrained to execute it, by the refusal of a clearance. *United States v. Gordon*. *287
5. Upon a special contract, executed on the part of the plaintiff, *indebitatus assumpsit* will lie for the price. *Bank of Columbia v. Patterson*. *299
6. *Nil debet* is not a good plea to an action of debt, founded on a judgment of another state. *Mills v. Duryee*. *481
7. Upon the issue of *non assumpsit*, the defendant may give in evidence the record of a former judgment between the same parties, on the same cause of action. *Young v. Black*. *565

See ABATEMENT, 1-3: AGREEMENT, 1-4: CORPORATION: COLUMBIA, 1: DEMURRER, 1, 2: DISCONTINUANCE: LIBEL: LIMITATION, 1, 2, 4, 5: OYER: SET-OFF.

POINTS RESERVED.

See JUDGMENT, 2.

POLICY.

See EQUITY, 4: INSURANCE, 2.

POSTMASTER.

See PLEADINGS, 1-3.

PORT.

See EMBARGO, 4.

POWER.

See EQUITY, 2.

PRACTICE.

1. This court will not rehear a cause, after the term in which it was decided. *Hudson v. Guestier*. *1
2. Only two counsel will be heard on each side of a cause, whatever be the number of points or parties. *General Rule*. *1
3. If the counsel for the appellant neglect to furnish the court with a statement of the points of the case, the appeal will be dismissed. *The Catharine*. *99
4. The rule to dismiss a writ of error, for not filing a transcript of the record, within the first six days of the term, does not apply to cases where the transcript shall have been filed before the motion to dismiss. *Bingham v. Morris*. *99
5. This court will issue a commission to take new evidence, in cases of admiralty. *The James Wells*, *22; *The Clarissa Claiborne*. *107
6. The courts of the United States may fine for contempts, imprison for contumacy, and enforce the observance of their orders. *United States v. Hudson*. *32
7. A nominal plaintiff may dismiss a suit brought in his name by a creditor who has not an assignment of the cause of action. *Welch v. Mandeville*. *152
8. A plaintiff may discontinue a count in his declaration, before verdict, and waive the issues joined thereon. *Hughes v. Moore*. . . *176
9. *Oyer* of a deed, set forth in the first count, does not make that deed part of the record, so as to apply it to the other counts in the declaration. *Id.*
10. A plaintiff who has declared jointly against two defendants, as being in custody, when in fact only one of them was taken on the *capias*, cannot abate his own action against the party not taken, unless authorized so to do by

the return of the process against that party.
Barton v. Petit.....*194

11. If the marshal of Virginia return that the defendant is no inhabitant of the district of Virginia, the suit must abate as to such defendant.....*Id.*
12. The plaintiff, in Virginia, is not bound to declare, until all the defendants have appeared, or the suit be abated as to such as have not appeared.....*Id.*
13. In a suit against the maker of a promissory note, by an indorser, who has been obliged to take it up, the plaintiff must produce the note, upon the trial. *Morgan v. Reintzel*.....*273
14. Each party must pay the clerk his fees for services rendered to them respectively; and the clerk's remedy is by attachment. *Caldwell v. Jackson*.....*276
15. This court will not quash an execution, issued by the court below, pending the writ of error, if it be not a *supersedeas* to the judgment. *Wallen v. Williams*.....*278
16. A writ of error, issued in September, may bear *teste* of the February term preceding, and may be returnable to the next February term, notwithstanding the intervention of the August term between the *teste* and return of the writ. *Blackwell v. Patton*.....*277
17. Upon an indictment for putting goods on board a carriage, with intent to transport them out of the United States, contrary to the act of January 9th, 1809, the punishment of which offence is a fine of four times the value of the goods, it is not necessary that the jury should find the value of the goods. *United States v. Tyler*.....*285
18. After a juror is sworn, no exception can be taken to him on account of his being an inhabitant of another county. *Mima Queen v. Hepburn*.....*291
19. If a juror be challenged for favor, and upon examination before the triers, he declare that if the evidence should be equal, he should give a verdict in favor of that party upon whom the burden of proof lies, the court, in the exercise of a sound discretion, ought to reject him, although the bias should not be so strong as to render it positively improper to allow him to be sworn....*Id.*

See EVIDENCE, 15, 16 : JUDGMENT, 2 : JURISDICTION, 2, 7 : LIBEL : MANDAMUS, 1, 2 : MITTİMUS : PROMISSORY NOTE, 2.

PROBABLE CAUSE.

See EVIDENCE, 13.

PROCEDENDO.

See MANDAMUS, 2.

PROCESS.

See ABATEMENT, 1, 2.

PROCLAMATION.

See ACT OF CONGRESS, 1, 2.

PROMISSORY NOTE.

1. A note payable at sixty days cannot be given in evidence to support a count upon a note, which count does not state when the note was payable: the variance is fatal. *Sheehy v. Mandeville*.....*208
2. Upon executing a writ of inquiry, in Virginia, in an action of *assumpsit* upon a promissory note, it is necessary to produce a note corresponding with that stated in the declaration; but it is not necessary to prove the note.....*Id.*
3. The plaintiff cannot give evidence that the variance was the effect of mistake or inadvertence of the attorney, and that the note produced was that which was intended to be described in the declaration.....*Id.*
4. In suit against the maker of a promissory note, by an indorser, who has been obliged to take it up, the plaintiff must produce the note, upon the trial. *Morgan v. Reintzel*.....*273
5. The payment of the money by the indorser, after protest, is a good consideration for an *assumpsit*, on the part of the maker, to pay the amount of the note, with costs of protest.....*Id.*
6. The maker of a promissory note, payable to order, is, under the custom of merchants, liable to refund the amount of the note and costs of protest, to an indorser, who has been obliged to take it up after protest..*Id.*

See CONSIDERATION, 1 : EVIDENCE, 3, 4.

PROTEST.

See PROMISSORY NOTE, 6.

REHEARING.

See PRACTICE, 1.

REPRESENTATION.

See INSURANCE, 8.

REVENUE.

See BOND, 3 : FISHING VESSEL : LIBEL, 1.

REVIVAL.

See ACT OF CONGRESS, 1, 2

RISK.

See INSURANCE, 15.

SALE.

1. Upon a sale of land at auction, if the terms be, that the purchaser shall, within 30 days, give his notes, with two good indorsers, and if he fail to comply, within the thirty days, then the land to be resold on account of the first purchaser, the vendor cannot maintain an action against the vendee, for a breach of the contract, until a resale shall have ascertained the deficit, although the vendee should instruct an attorney to draw a deed, and insert his name as purchaser. *Webster v. Hoban*.....*399
2. A sale by authority of the captors, before sentence of condemnation, is affirmed by such sentence, and is good *ab initio*. *Williams v. Armroyd*.....*423
3. If a factor purchase goods, by order of his principal, who dishonors the factor's bills for the amount thereof, the factor may sell the goods, without orders from the principal, and it will not prejudice his right of action against the principal, for the amount of such bills, damages and costs. *Riggs v. Lindsay*.....*500

See ADMIRALTY, 5-8: EQUITY, 3: FRAUD, 2.

SEIZURE.

See ADMIRALTY, 3, 20: EMBARGO, 5.

SET-OFF.

1. If three joint-owners of a cargo employ the master of the ship to sell it for them, and he afterwards become interested in the share of one of the joint-owners, he cannot, in an action brought against him by the three joint-owners, set off his share of that amount. *Young v. Black*.....*565

See ACCOUNT, 3.

SLAVES.

See EVIDENCE, 9, 10.

SOVEREIGN.

See JURISDICTION, 3.

STATE COURT.

See JURISDICTION, 5.

STATUTE OF FRAUDS.

See FRAUD, 2.

STAY OF PROCEEDINGS.

See MANDAMUS, 2.

SUPERSEDEAS.

See PRACTICE, 15.

SURETY.

See BOND, 3: EVIDENCE, 6

TENANT IN COMMON.

1. A tenant in common cannot maintain ejectment against his co-tenant, without actual ouster. *Barnitz v. Casey*.....*457

TENNESSEE.

See NORTH CAROLINA.

TERM.

See PRACTICE, 16.

TESTE.

See PRACTICE, 16.

TITLE.

See LAND, 1.

TRANSCRIPT.

See PRACTICE, 4.

TRANSHIPMENT.

See EMBARGO, 2.

TRUST.

See CREDIT, LETTER OF, 6.

TRIERS.

See PRACTICE, 19.

UNITED STATES.

1. The United States are not bound by the declaration of their agent, made under a mistake of fact, unless it clearly appear that the agent was acting within the scope of his authority, and was empowered, in his capacity of agent, to make such declaration. *Lee v. Munroe*.....*366

2. Proceedings, in a case in which the United States are not a party, cannot be finally stayed by the court, upon a suggestion that the interests of the United States are involved in the controversy. *Livingston v. Dorgenois*..... *577

See BOND, 3.

USAGE OF TRADE.

See INSURANCE, 4, 6, 9, 12, 14.

VALUE.

See BOND, 1: EMBARGO, 6.

VARIANCE.

1. A variance is immaterial, which does not change the nature of the contract. *Ferguson v. Harwood*.....*409

See PROMISSORY NOTE, 1-3.

VENDOR.

See SALE.

VERDICT.

See EMBARGO, 6: EVIDENCE, 9: JUDGMENT, 2.

VESSEL.

1. A public vessel of war of a foreign sovereign, at peace with the United States, coming into our ports, and demeaning herself in a peaceable manner, is exempt from the jurisdiction of the country. *The Exchange v. McFaddon*.....*117

See ADMIRALTY, 13: FISHING VESSEL.

VIRGINIA.

See ABATEMENT: ALEXANDRIA: CONSIDERATION, 2: DOWER, 1-4: LIMITATIONS, 3-4: PROMISSORY NOTE, 1-3.

WARRANTY.

See EVIDENCE, 12.

WIDOW.

See DOWER.

WITNESS.

1. The principal obligor is not a competent witness for the surety. *Riddle v. Moss*...*206

YEMMA

A public vessel of war of a foreign nation, right as given with the United States, coming into our ports and demanding passport in a foreign nation is exempt from the jurisdiction of the courts of the United States. See *United States v. The Schooner "Yemima"*, 114

See *Amesbury, W. v. Francis Young*

VIRGINIA

See *Amesbury, W. v. Francis Young*, 114
See *Doyle, J. v. Commonwealth*, 114
See *Commonwealth v. Doyle*, 114

WARRANT

See *Barrow, W.*

WIDOW

See *Doyle*

WITNESS

The principal witness is not a competent witness for the party which he represents. See *Doyle*

114

A proceeding in a case of which the United States are not a party cannot be finally adjudged by the court upon a suggestion that the interest of the United States are involved in the controversy. See *Doyle*, 114

See *Doyle*, 114

WRIT OF HABEAS CORPUS

See *Doyle*, 114, 115, 116

VALUE

See *Doyle*, 114, 115, 116

VERIFICATION

A return is inadmissible, which does not state the facts of the contract. See *Doyle*, 114

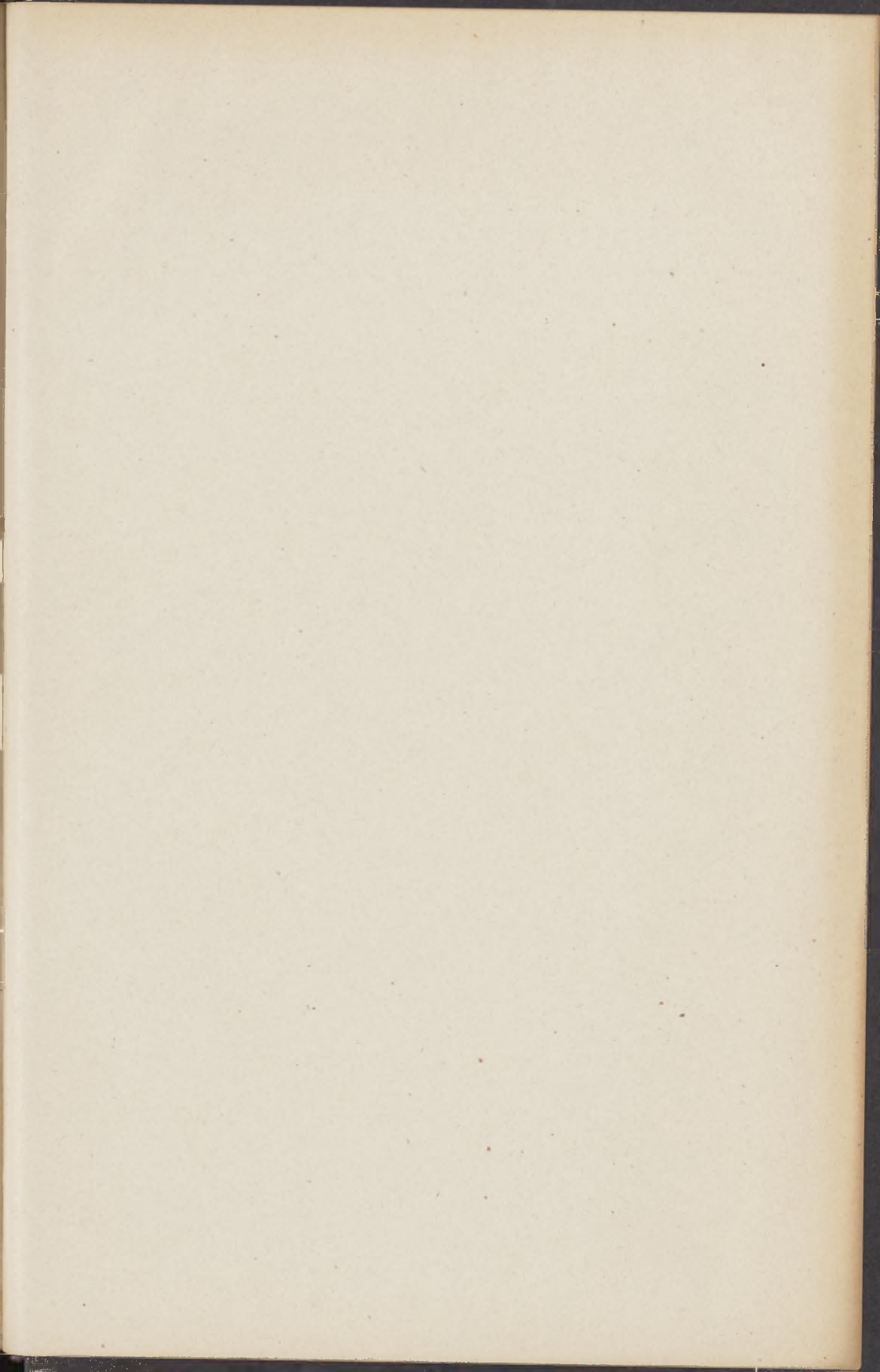
See *Doyle*, 114, 115

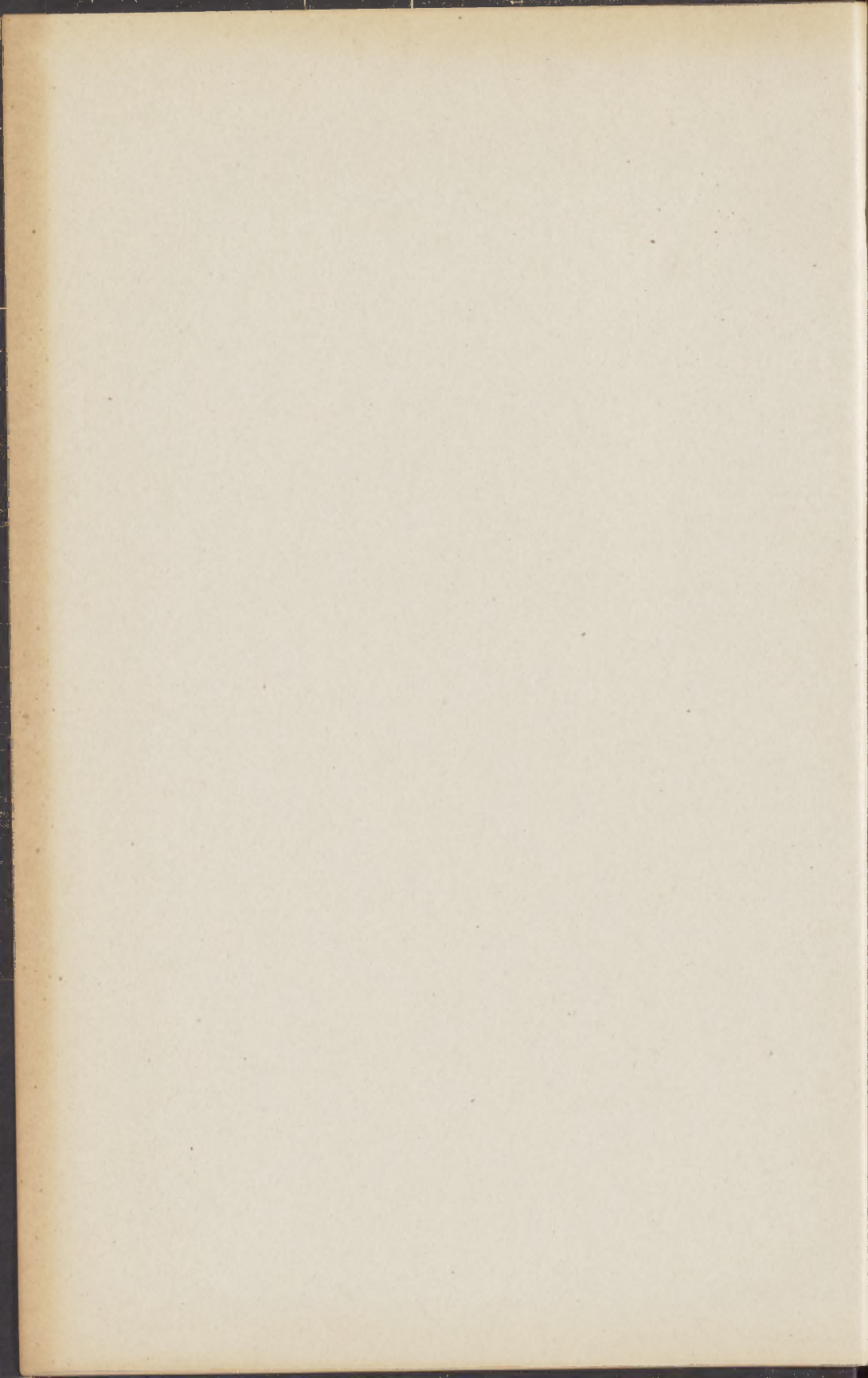
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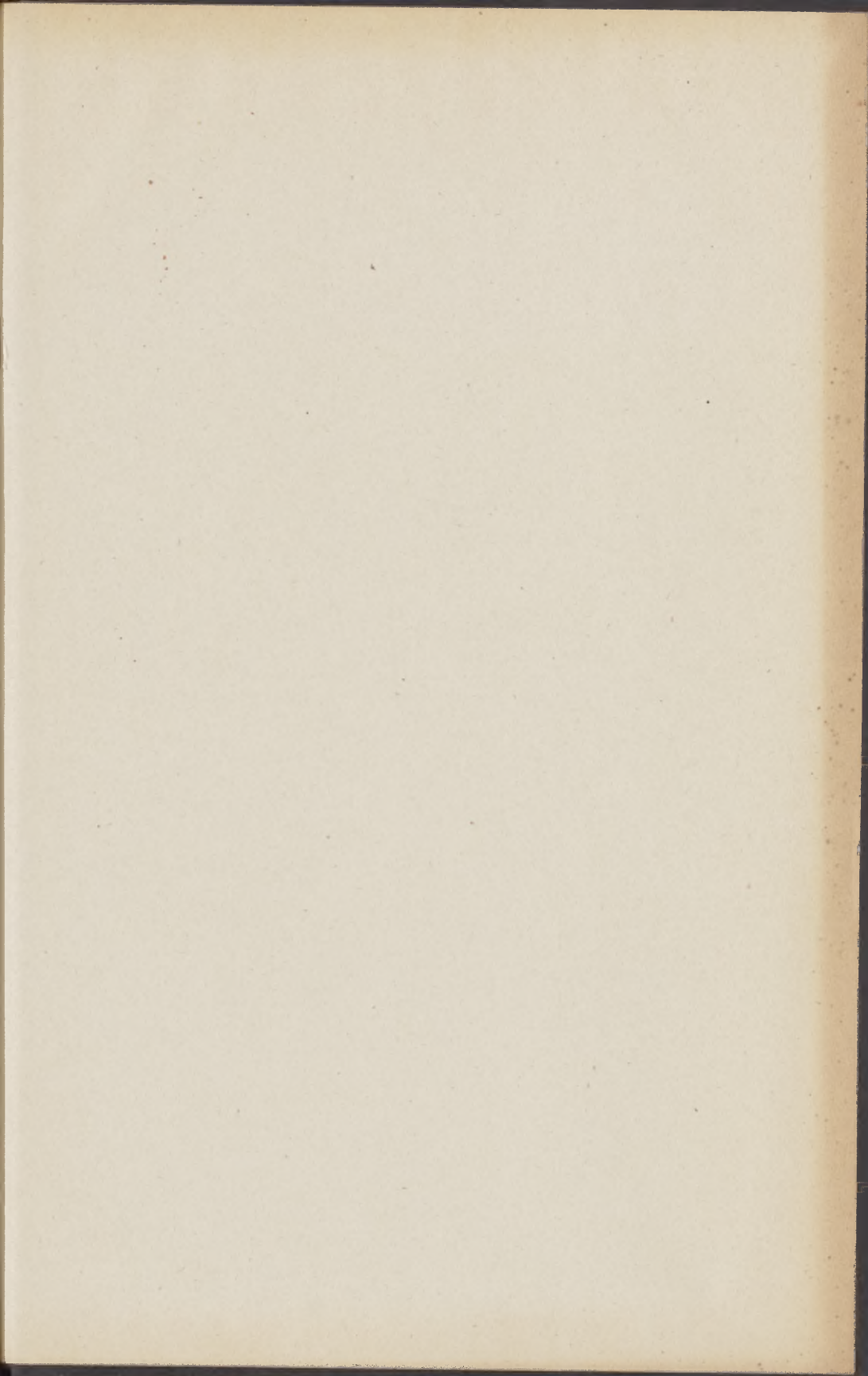
See *Doyle*

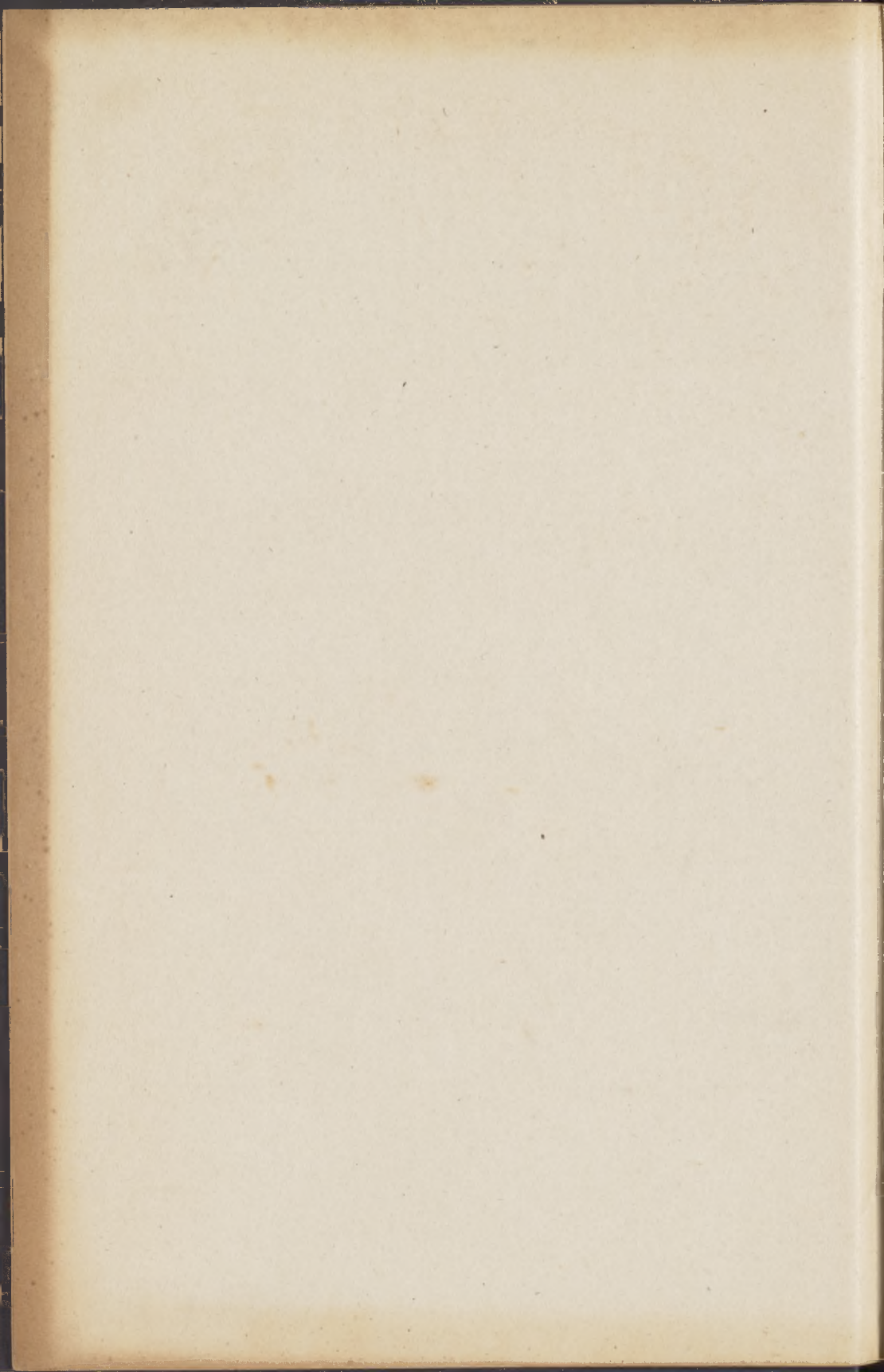
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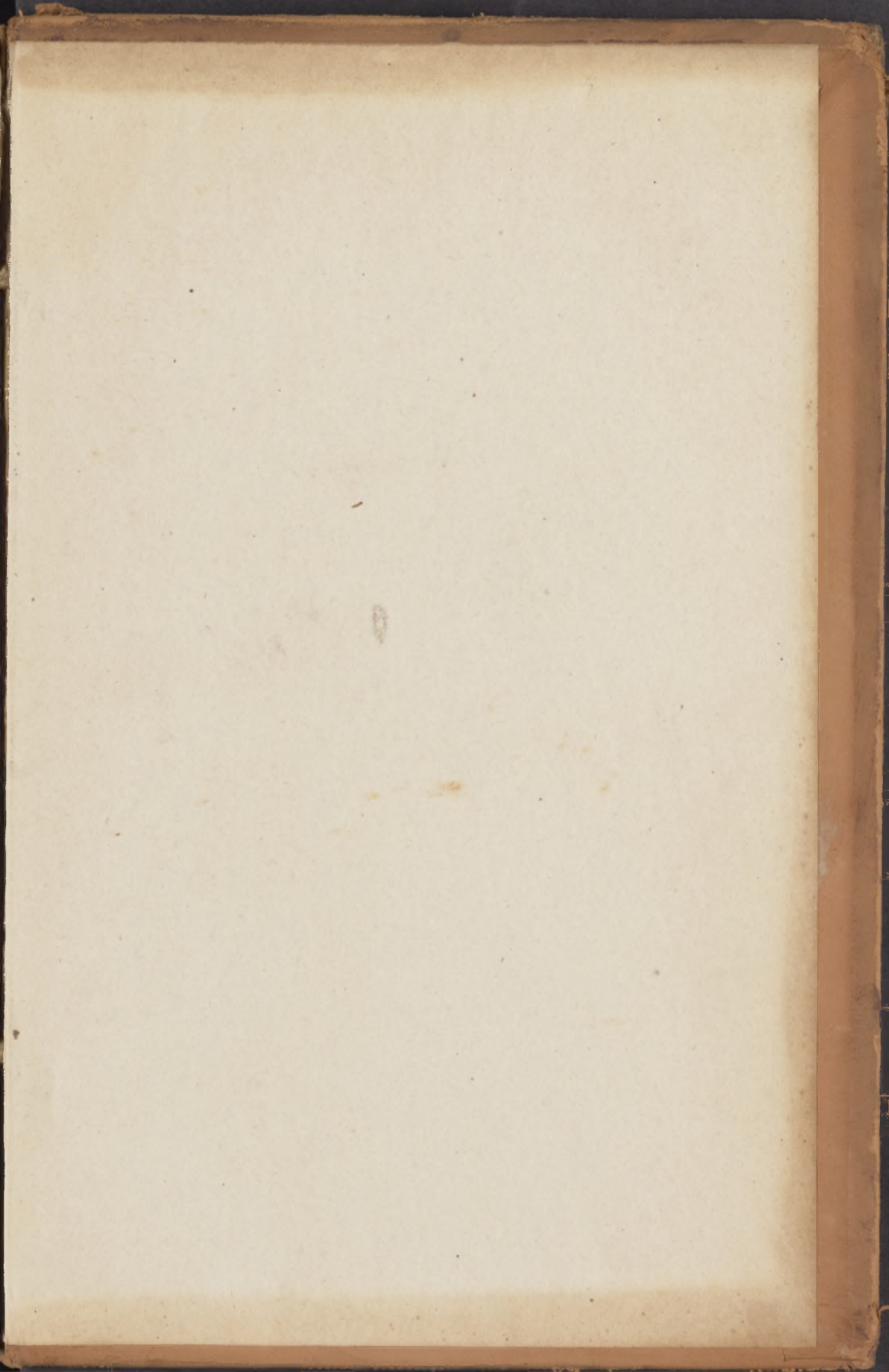
See *Doyle*, 114, 115, 116

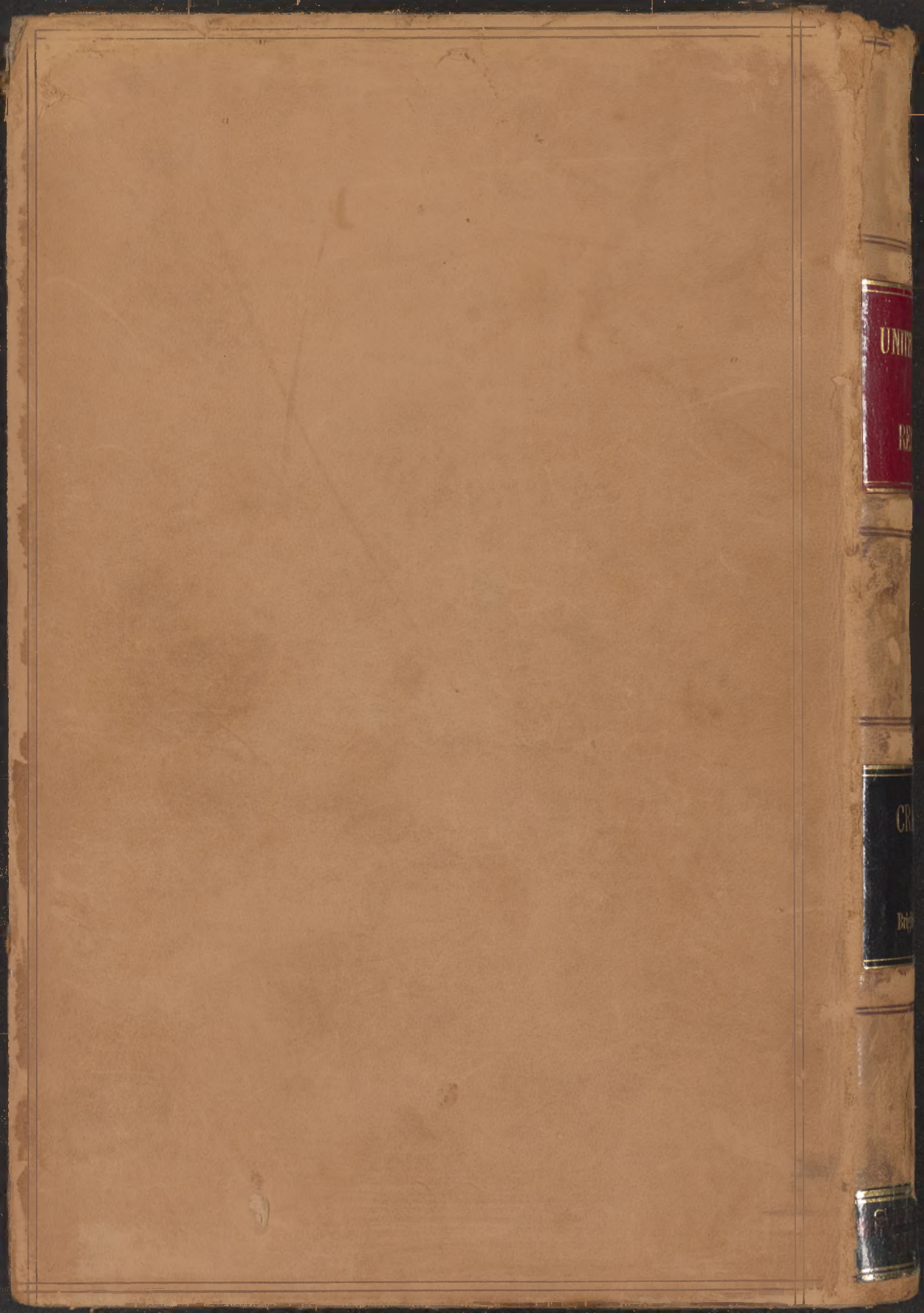












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