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TO THE

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1. Where an enemy's vessel was captured by a privateer, re-captured by another enemy's vessel, and again re-captured by another privateer, and brought in for adjudication, it was held, that the prize vested in the last captor—an interest acquired in war, by possession, being divested by the loss of possession. *The Astrea*. *125
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1. Where a British ship was captured by two French frigates, and, after a part of the cargo was taken out, presented to the libellants in the cause, citizens of the United States (then neutral), whose vessel the frigate had before taken and burnt, by whom the prize was navigated into a port in this country, and, pending the suit instituted by them, war was declared between the United States and Great Britain, it was determined, that this was a case of salvage. A salvage of one-half was given, and as to the residue, it was placed on the same footing with other property found within the territory at the declaration of war, and might be claimed on the termination of war, unless previously confiscated by the sovereign power. *The Astrea*.....*128

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1. Under the act of the legislature of Tennessee, passed in 1797, to explain an act of the legislature of North Carolina of 1715, a possession of seven years is a bar, only when held under a grant, or a deed, founded on a grant. *Patton's Lessee v. Easton*. *476
2. The act of assembly, vesting lands in the trustees of the town of Nashville, is a grant of those lands; and where the defendant showed no title under the trustees, nor under any other grant, his possession of seven years was held insufficient to protect his title, or bar that of the plaintiff under a conveyance from the trustees. *Id.*
3. Where the plaintiff in ejectment claimed lands in the state of Tennessee, under a grant from said state, dated the 26th April 1809 founded on an entry made in the entry-taker's office of Washington county, dated the 2d of January 1779, in the name of J. M'Dowell, on which a warrant issued on the 17th of May 1779, to the plaintiff, as assignee of J. M'Dowell, and the defendants claimed under a grant from the state of North Carolina, dated the 9th of August 1787, it was determined, that the prior entry might be attached to a junior grant, so as to overreach an elder grant, and that a survey having been made, and a grant issued upon M'Dowell's entry, in the name of the plaintiff, calling him assignee of M'Dowell, was *prima facie* evidence that the entry was the plaintiff's property; and that a warrant is sufficiently certain, to be sustained, if the objects called for are identified by the testimony, or unless the calls would equally well suit more than one place. *Ross v. Reed*. *482

STATUTES OF VIRGINIA.

1. Under the act of assembly of Virginia, of the 22d of December 1794, § 6, 8, property pledged to the Mutual Assurance Society, &c., continues liable for assessments, on account of the losses insured against, in the hands of a *bona fide* purchaser, without notice. *Mutual Assurance Society v. Watts's Executor*. *279
2. A mere change of sovereignty produces no change in the state of rights existing in the soil; and the cession of the district of Colum-

bia to the national government, did not affect the lien created by the above act on real property, situate in the town of Alexandria, though the personal character or liability of a member of the society, could not be thereby forced on a purchaser of such property. .*Id.*

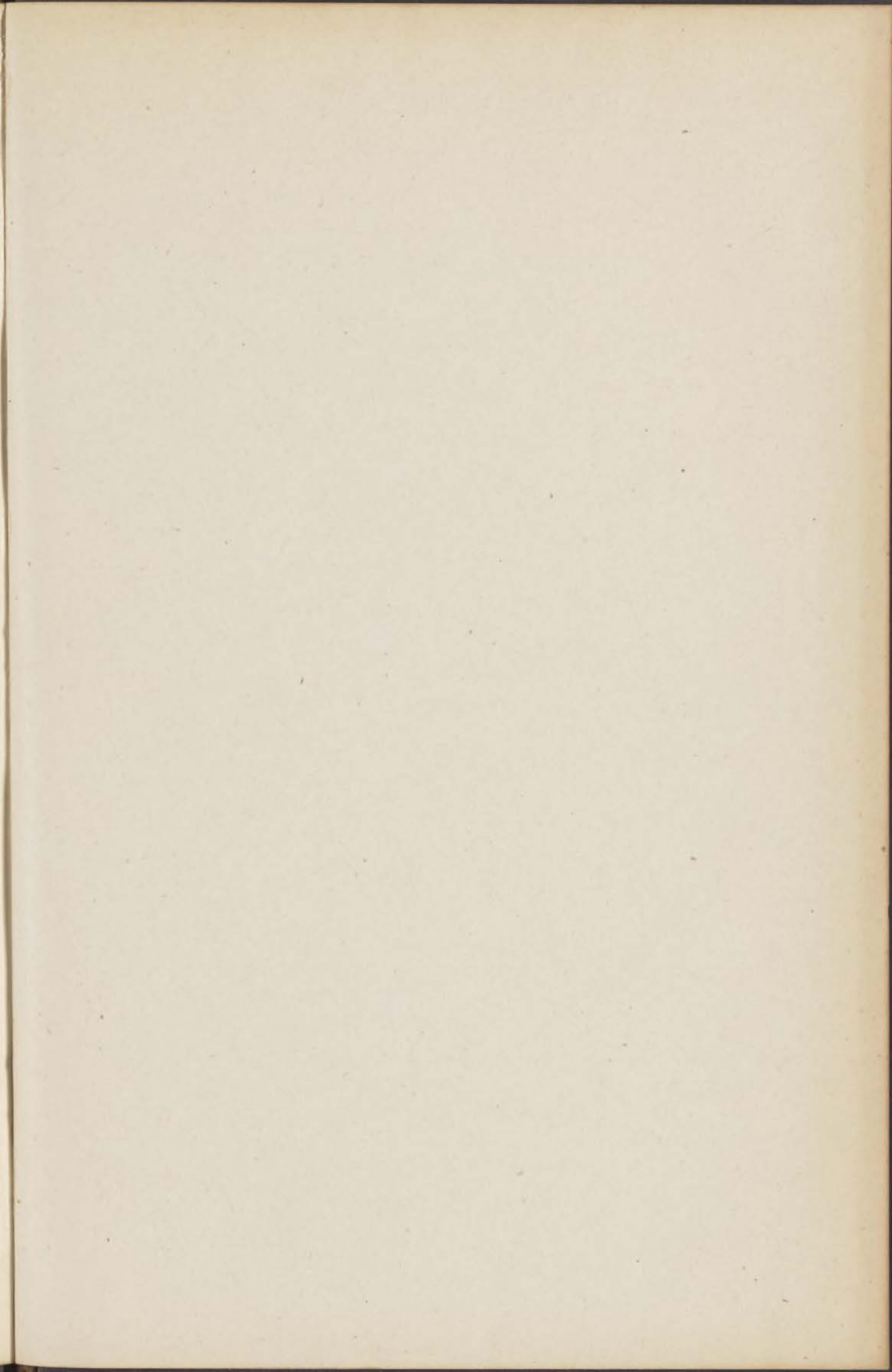
See STATUTES OF KENTUCKY.

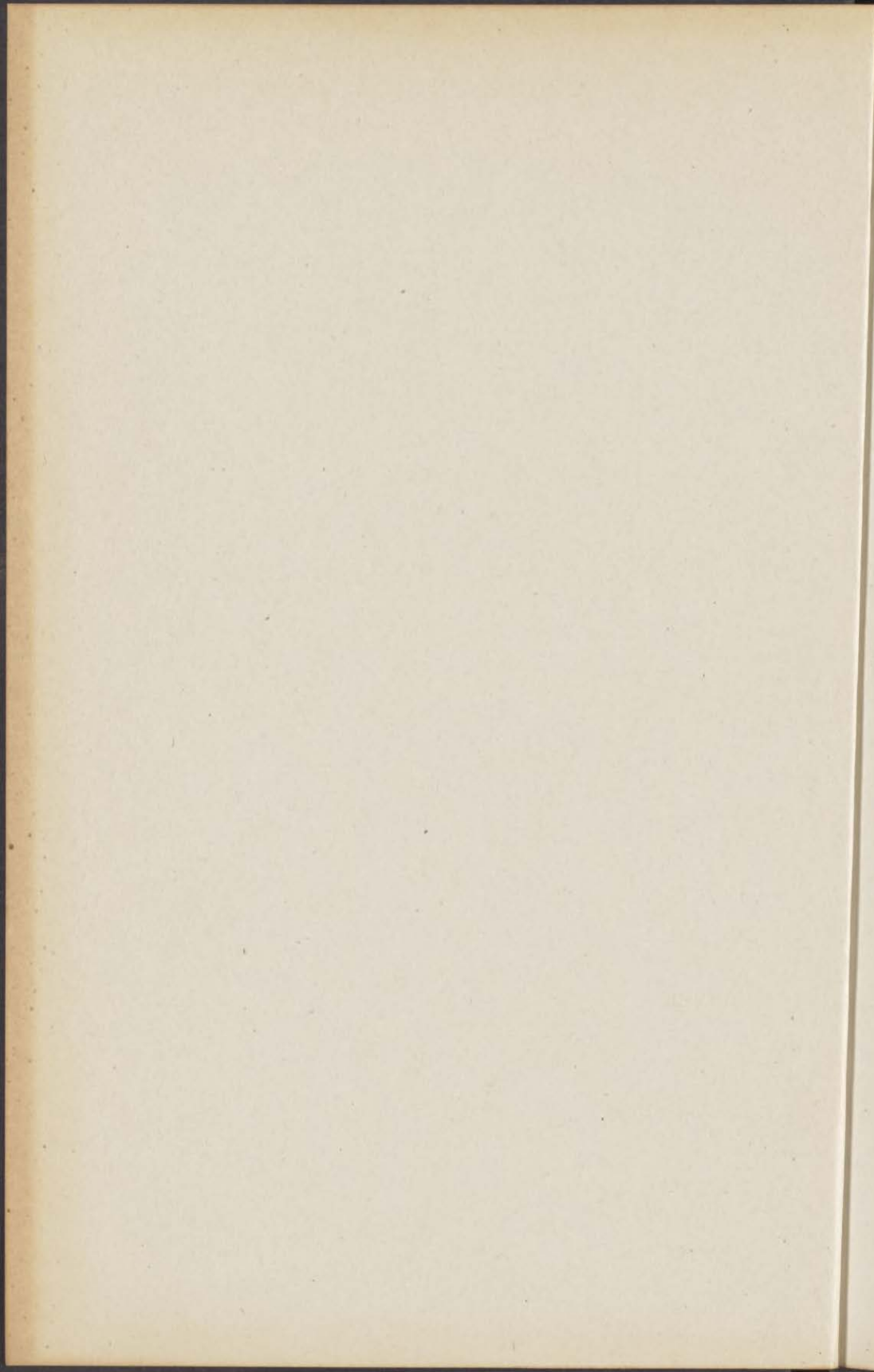
TRADE WITH THE ENEMY.

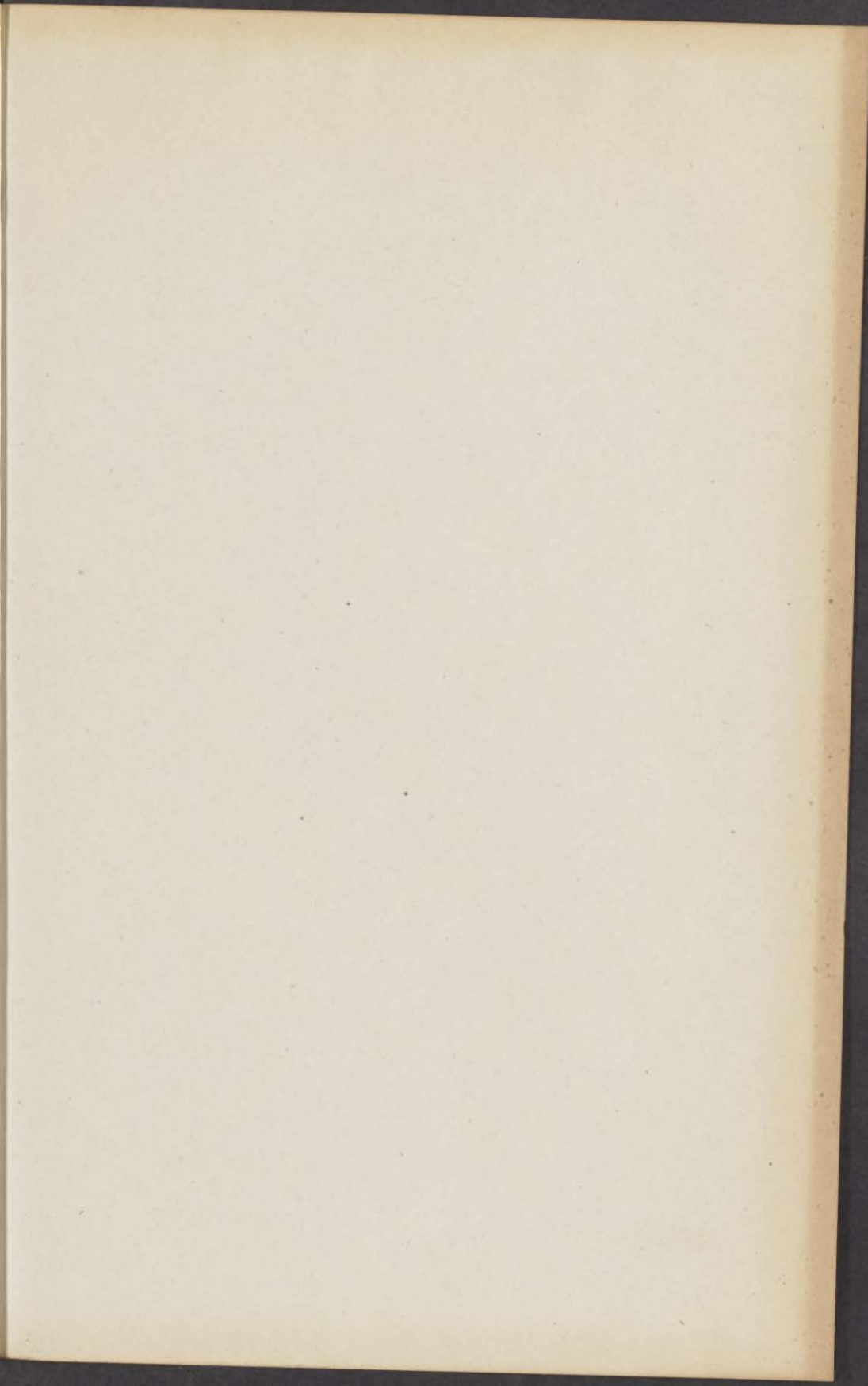
See DOMICIL, 2 : LICENSE, 1 : PRIZE, 5.

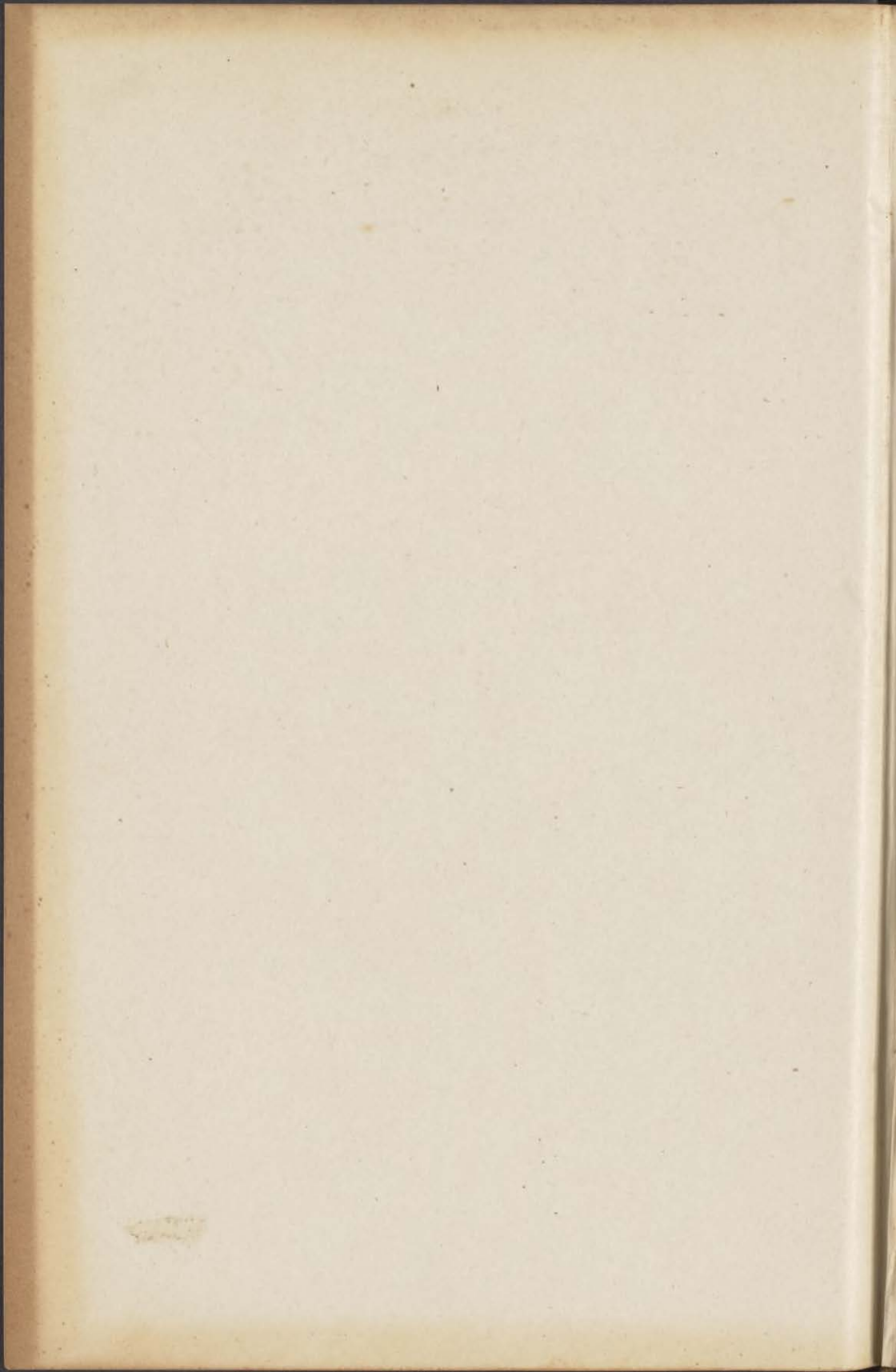
TREATY.

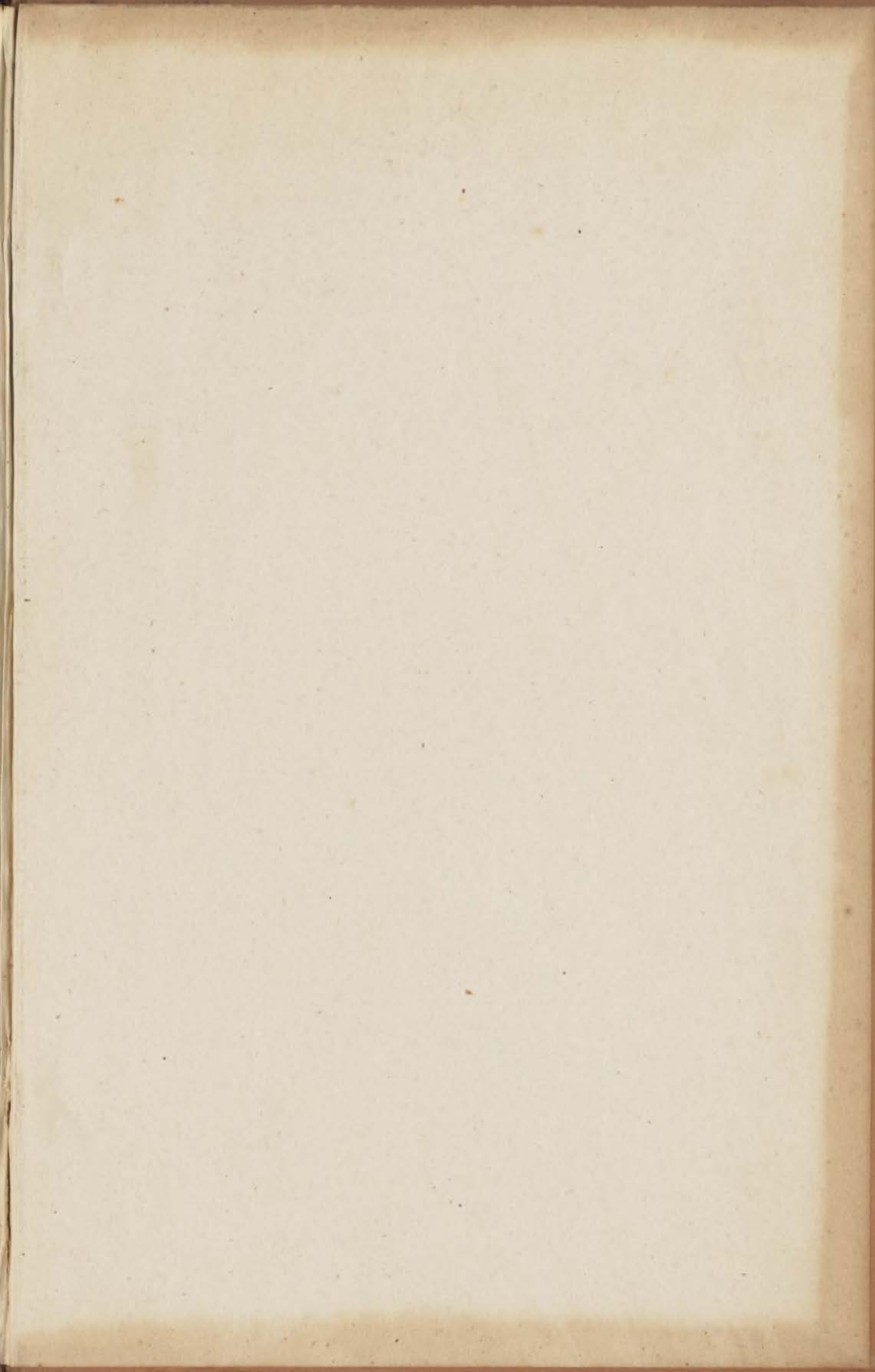
Under the 9th article of the treaty of 1794, between the United States and Great Britain, by which it is provided, that British subjects, holding lands in the United States, and their heirs, so far as respects those lands, and the remedies incident thereto, should not be considered as aliens; the parties must show that the title to the land, for which the suit was commenced, was in them, or their ancestors, at the time the treaty was made. *Harden v. Fisher*.....*300











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