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DEBT, 2, 3, 4: NIL DEBET.

POLICY OF INSURANCE.

See ASSUMPSIT, 3.

POSSESSION.

See BILL OF SALE.

PRACTICE.

1. In Virginia, after the first term next following an office judgment, it is a matter of mere discretion in the court, whether they will admit a special plea to be filed to set aside that judgment. *Restler v. Shehee*. *110
2. Money made on a *fi. fa.* does not become the goods and chattels of the plaintiff, until it has been paid over to him; while it remains in the hands of the officer he cannot apply it to the satisfaction of another *fi. fa.* against the former plaintiff. *Turner v. Fendall* *117, 136
3. By the command of the writ, the officer is to bring the money into court, there to be paid to the plaintiff. *Id.*
4. On a motion, in Virginia, against a sheriff, for not paying over money by him collected on execution, it is not necessary that the judgment against the sheriff should be rendered at the next term succeeding that to which the execution has been returned. *Id.*
5. Money may be taken in execution, if in the possession of the defendant. *Id.* *134
6. Although the creditor should have been discharged under the insolvent law of Virginia, yet the motion against the sheriff for not paying over money made on a *fi. fa.*, must be in the name of such creditor. *Id.* *132
7. *Quære?* Whether the statute of limitations can be given in evidence on the plea of *nil debet*? *Lindo v. Gardner*. *343, 465
8. The practice in the supreme court of the United States is to be conformable to that of the king's bench and chancery in England. *Rules of Court*. *xvii
9. A statement of the case must be furnished to the court, by the counsel on each side of a cause. *Rules of Court*. *xviii.
10. Evidence on motion to discharge bail, must be by deposition and not *vivâ voce*. *Id.*

11. *Subpœna* in equity must be served 60 days before the return-day. If the defendant, upon such service, shall not appear, the complainant may proceed *ex parte*. *Id.*
12. The plaintiff in error may show by affidavit, that the matter in dispute exceeds the value of \$2000. *Id.* *xviii
13. When the defendant in error fails to appear, the plaintiff may proceed *ex parte*. . . *Id.*
14. If the writ of error issues within 30 days before the meeting of the court, the defendant in error may enter his appearance and proceed to trial; otherwise, the cause must be continued. *Id.*
15. Where the writ of error appears to be brought for delay only, the judgment shall carry interest at 10 per cent. per annum, by way of damages. In other cases, six per cent. *Id.*

See BILLS OF EXCHANGE, 1, 2, 3, 4, 5, 8, 9, 10,
12, 13, 14, 15, 21, 23, 24: BILL OF EX-
CEPTIONS: CITATION: CITIZEN: EVI-
DENCE, 1: ERROR, 2, 3.

PRESIDENT OF THE UNITED STATES.

1. A commission is not necessary to the appointment of an officer by the executive. *Marbury v. Madison*. *178
2. The president cannot authorize a secretary of state to omit the performance of those duties which are enjoined by law. . . *Id.* *160
3. A justice of peace in the District of Columbia is not removable at the will of the president. *Id.*

See MANDAMUS.

PRIVITY.

1. Is privity necessary to support *indebitatus assumpsit* for money had and received? *Appendix*. *439

See BILLS OF EXCHANGE, 13, 15.

PROBABLE CAUSE.

See ADMIRALTY, 3.

PROCESS.

1. Process shall be in the name of the President of the United States. *Rules of Court*. *xvii.
2. *Subpœna* in equity must be served 60 days before the return-day. *Id.* *xviii.

PROMISSORY NOTES.

See BILLS OF EXCHANGE, 1, 2, 3, 4, 11, 13, 14,
15, 16, 17, 18, 19, 20, 21, 22, 23, 24.

PROTEST.

See BILLS OF EXCHANGE, 5, 7, 10.

PUBLIC AGENT.

See AGENT, PUBLIC.

RECORD.

1. When all the requisites have been performed, which authorize a recording officer to record any instrument, and the order for that purpose has been given, the instrument is, in law, considered as recorded, although the manual labor of inserting it in a book kept for that purpose, may not have been performed. *Marbury v. Madison*. . . . *160
2. The keeper of a public record cannot erase therefrom a commission which has been recorded, nor refuse a copy to a person demanding it, on the terms prescribed by law . . . *Id.*

RULES OF COURT.

See Page xvi.

SALE, BILL OF.

See BILL OF SALE.

SALVAGE.

See ADMIRALTY, 1, 2, 3, 4, 7, 8, 9, 10.

SECRETARY OF STATE.

See MANDAMUS, 1, 7, 9, 10, 16, 17, 18, 19, 20.

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SHERIFF.

See EXECUTION, 1, 3, 5.

STATEMENT OF FACTS.

See ADMIRALTY, 11: APPEAL, 2.

SURVEY OF LANDS.

See KENTUCKY, 1, 2.

VARIANCE.

See DEFT, 1.

VERDICT.

1. A verdict will not cure a mistake in the nature of the action. *Insurance Co. of Alexandria v. Young*. . . . *332
2. After verdict, every *assumpsit* in the declaration is to be taken as an express *assumpsit*. . . . *Id.* *341

VIRGINIA.

See BILLS OF EXCHANGE, 1, 2, 3, 4, 5, 13, 15:

BOND, FORTHCOMING: ABSENT DEBTOR:

OFFICE JUDGMENT: EXECUTION, 3, 5:

EVIDENCE, 1.

WITNESS.

See EVIDENCE, 4.

WRIT OF ERROR.

See ADMIRALTY, 12: APPEAL, 1, 2: ERROR, 1, 4
5, 6, 7.











