INDEX

TO THE

MATTERS CONTAINED IN THIS VOLUME.

[The references are to the STAR (*) pages.]

APPEAL OR ERROR.

1. The seventeenth section of the act of 1836 gives the right of appeal to this court, when the sum in dispute is below the value of two thousand dollars, "in all actions, suits, controversies on cases arising under any law of the United States, granting or confirming to inventors the exclusive right to their inventions or discoveries," provided the court below shall deem it reasonable to allow the appeal. *Wilson* v. *Sanford*, 99.
2. But a bill filed on the equity side of the Circuit Court to set aside an assignment, upon the ground that the assignee had not complied with the terms of the contract, is not one of these enumerated cases; and the value in dispute being less than two thousand dollars, this court has no jurisdiction over the case. *Ib.*

AVERAGE.

See COMMERCIAL LAW.

BOUNDARIES OF STATES.

1. The report of the commissioners appointed by this court in 7 How., 660, to run and mark the line dividing the States of Missouri and Iowa, adopted and confirmed, and the boundary line finally established. *Missouri* v. *Iowa*, 1.

CHANCERY.

1. In 1803, Collins obtained from the military commandant at Mobile a permit to take possession of a lot of ground near that place, and made a contract with William E. Kennedy that the latter should improve it, so as to lay the foundation for a perfect title, and then they were to divide the lot equally. *Hallett et al* v. *Collins*, 174.
2. Kennedy's ownership of a hostile claim, whether held then or acquired subsequently, enured to the joint benefit of himself and Collins; and when Kennedy obtained a confirmation of his title under the acts of the commissioners appointed under an act of Congress, he became a trustee for Collins to the extent of one half of the lot. *Ib.*
3. The deeds afterwards made by Kennedy, under the circumstances of the case, did not destroy this trust; but the assignee, having full knowledge of the trust, must be held bound to comply with it. *Ib.*
4. This assignee obtained releases, for an inadequate consideration, from the heirs of Collins, who had just come of age, were poor, and ignorant of their rights. These releases were void. *Ib.*
5. Before Kennedy conveyed to the assignee just spoken of, he had conveyed the property to another person who held it as a security for a debt; and who, when the debt was paid, transferred it to the same assignee to whom Kennedy had conveyed it. This added no strength to the title, but only gave to this assignee a claim to be reimbursed for the money which he paid to extinguish the debt. *Ib.*
6. The absence of the complainant from the state, and the late discovery of the fraud, account for the delay and apparent laches in prosecuting his claim. *Ib.*

COLLECTORS OF THE CUSTOMS.

1. When Treasury transcripts are offered in evidence under the act of March 3, 1797, (1 Stat. at L., 512,) although they are not evidence of the indebtedness of the defendant, as to money which comes into his hands out of the regular course of official duty, yet they are so when they arise out of the official transactions of a collector with the Treasury, and are substantial copies of his quarterly returns, rendered in pursuance of law and the instructions of the Secretary. *Hoyt* v. *United States*, 109.
2. These transcripts need not contain the particular items in each quarterly return; it is sufficient if they state the aggregate amount of bonds and duties accruing within the quarter, and refer to an abstract containing the particular items. *Ib.*
3. This rule can work no surprise upon the defendant, because every item which is litigated must have been previously presented to the accounting officers of the Treasury, and been by them rejected. The items must be known therefore to the defendant. *Ib.*
4. The acts of 1802 (2 Stat. at L., 172, § 3) and March, 1822 (3 Stat. at L., 694, 695, §§ 3, 7), limit the annual compensation of the collector to a certain sum. This limitation includes the fees as well as commission. *Ib.*
5. The act of 1838 (5 Stat. at L., 264) provides that the collector shall return an account under oath of these fees to the Treasury, and the act also limits the compensation. The fees, therefore, cannot be claimed in addition to the compensation. In the case in question, the time of service of the collector was whilst this act was in force, as it was extended by the acts of 1839, 1840, and 1841, and to 2d March of that year. *Ib.*
6. The acts above mentioned do not deprive the collector of his share in fines, penalties, and forfeitures. He is allowed to claim this share in addition to his annual compensation. *Ib.*
7. But this share does not include a claim to a part of the duties upon merchandise which has been seized, and in order to regain the possession of which the owner has given a bond for the payment or securities of the duties, as well as for the appraised valne of the merchandise itself. In case of condemnation, the collector is entitled to a share of the proceeds of the merchandise, the thing forfeited, but not to a share of the duties also. These are secured for the exclusive benefit of the government. *Ib.*
8. Nor is a collector entitled to a commission for accepting and paying drafts drawn upon him by the Treasury Department. The act of 1799 made it his duty to receive all money paid for duties and pay it over upon the order of the officer authorized to direct the payment; and the eighteenth section of the act of 1822, and the act of 1839 (5 Stat. at L., 349), contain limitations which forbid an allowance beyond the compensation prescribed by law. *Ib.*
9. The collector does not appear, by the evidence, to have been charged twice with the amount of unascertained duties at the Treasury Department, and, therefore, the court properly refused to submit the point to the jury. *Ib.*
10. In an action brought against a collector for the return of duties paid under protest, it was not competent for him to give in evidence a letter from the Secretary of the Treasury, to show that the removal of one of the merchant appraisers was done by his order. *Greely* v. *Thompson*, 225.
11. The legality of such removal as to third persons was valid or not, according as the collector possessed legal power to make it on the facts of the case. Courts must look to the laws themselves, and not to the construction placed upon them by the heads of Departments, although these are entitled to great respect, and will always be duly weighed by the court. *Ib.*
12. Under the various acts of Congress providing for the payment of duties, the time of procurement is the true time for fixing the value, when the goods are manufactured or procured otherwise than by purchase, and are not of an origin foreign to the country whence they are imported hither. The proviso in the fifth section of the act of 1823 (3 Stat. at L., 732), relates altogether to this latter class of goods. *Ib.*

COLLECTORS OF CUSTOMS—(*Continued.*)
13. The penalty provided in the act of 1842 related only to goods purchased, and not to goods procured otherwise than by purchase. *Ib.*
14. The regular appraisers and the merchant appraisers who may be detailed for the duty must, each one, personally inspect and examine the goods. It will not do for one to report to the other that the goods are "merchantable," and then to fix the value according to a general knowledge of the value of merchantable goods of that description. *Ib.*
15. The removal, by the collector, of one of the merchant appraisers, because he wished time given to obtain more evidence from England, and the substitution of another, was irregular, and made the whole appraisement invalid. These appraisers are temporary umpires between the permanent appraisers and the importers, and after entering on their duties could not be removed, either by the collector or Secretary, without some grave public ground beyond a mere difference of opinion. *Ib.*
16. Where the collector insisted upon either having the goods appraised at the value at the time of shipment, the consequence of which would have been an addition of so much to the invoice price as to subject the importer to a penalty; or to allow the importer voluntarily to make the addition to the invoice price and so escape the penalty, and the importer chose the latter course, this was not such a voluntary payment of duties on his part as to debar him from bringing an action against the collector for the recovery of the excess thus illegally exacted. *Maxwell* v. *Griswold*, 242.

COLLISION.
See COMMERCIAL LAW.

COMMERCIAL LAW.
1. It was a proper case for contribution in general average for the loss of a vessel where there was an imminent peril of being driven on a rocky and dangerous part of the coast, when the vessel would have been inevitably wrecked, with loss of ship, cargo, and crew, and this immediate peril was avoided by voluntarily stranding the vessel on a less rocky and dangerous part of the coast, whereby the cargo and crew were saved uninjured. *Barnard* v. *Adams*, 270.
2. The cases upon this subject examined. *Ib.*
3. Where the cargo was taken out of the stranded vessel, placed in another one, and the voyage thus continued to the home port, the contribution should be assessed on the value of the cargo at the home port. *Ib.*
4. The crew were entitled to wages after the ship was stranded, while they were employed in the saving of the cargo. *Ib.*
5. A commission of two and one half per cent. was properly allowed for collecting the general average. It rests upon the usage and custom of merchants and average brokers. *Ib.*
6. The following guaranty, viz., "I hereby guaranty the payment of any purchases of bagging and rope which Thomas Barrett may have occasion to make between this and the 1st of December next," extends the liability of the guarantor to purchases upon a reasonable credit, made anterior to the 1st of December, although the time of payment was not to arrive until after that day. *Louisville Manufacturing Company* v. *Welch*, 461.
7. The vendor was not bound to give immediate notice to the guarantor of the amount furnished, or the sum of money for which the guarantor was held responsible. It was sufficient to give this notice within a reasonable time after the transactions were closed, and the question what was a reasonable time was a question of fact for the jury. *Ib.*
8. If the principal debtor be insolvent at the time when the payment becomes due, even this notice is not necessary, unless some damage or loss can be shown to have accrued to the guarantor in consequence of his not receiving such a notice. And in no instance, in case of a guaranty, will the guarantor be exempt from liability for want of the notice, unless loss or damage is shown to have accrued as a consequence. *Ib.*
9. But when a party intends to avail himself of the guaranty by making sales on the faith of it to the person to whom it is given, such party must give notice, within a reasonable time, to the guarantor, of his acceptance and intention to act on it. *Ib.*

COMMERCIAL LAW—(*Continued.*)

10. Where the guarantor took defence upon the ground that he had before notice given up securities belonging to the receiver of the guaranty which would have made him whole, the time of his doing this should have been given to the jury as an essential ingredient for their judgment upon the question whether or not he had received reasonable notice of his liability. *Ib.*
11. The admission of the guarantor, when called upon for payment, did not conclusively bind him as a matter of law, because it may not have been made with a full knowledge of all the facts in the case. It was therefore properly left to the jury to decide whether so made or not. *Ib.*
12. The following are the rules which ought to govern vessels when approaching each other. *St John* v. *Paine et al.*, 557.
13. *Of Sailing Vessels.*—A vessel that has the wind free, or sailing before or with the wind, must get out of the way of the vessel that is close-hauled, or sailing by or against it; and the vessel on the starboard tack has a right to keep her course, and the one on the larboard tack must give way, or be answerable for the consequences. *Ib.*
14. So, when two vessels are approaching each other, both having the wind free, and consequently the power of readily controlling their movements, the vessel on the larboard tack must give way, and each pass to the right. The same rule governs vessels sailing on the wind, and approaching each other, when it is doubtful which is to windward. *Ib.*
15. But if the vessel on the larboard tack is so far to windward that, if both persist in their course, the other will strike her on the lee side, abaft the beam or near the stern, in that case the vessel on the starboard tack should give way, as she can do so with greater facility and less loss of time and distance than the other. *Ib.*
16. When vessels are crossing each other in opposite directions, and there is the least doubt of their going clear, the vessel on the starboard tack should persevere in her course, while that on the larboard tack should bear up or keep away before the wind. *Ib.*
17. These rules have their exceptions in extreme cases, depending upon the special circumstances of the case, and in respect to which no general rule can be laid down or applied. Either vessel may find herself in a position at the time when it would be impossible to conform to them, without certain peril to herself or a collision with the approaching vessel. Under such circumstances, the master must necessarily be thrown upon the resources of his own judgment and skill in extricating his own vessel, as well as the vessel approaching, from the impending peril. These cases cannot be anticipated, and therefore cannot be provided for by any fixed regulation. They can only be examined, and the management of the vessel approved or condemned, as the case may arise. *Ib.*
18. *Of Steam-Vessels meeting Sailing Vessels.*—Steam-vessels are regarded in the light of vessels navigating with a fair wind, and are always under obligations to do whatever a sailing vessel going free or with a fair wind would be required to do under similar circumstances. Their obligation extends still farther, because they possess a power to avoid the collision not belonging to sailing vessels, even with a free wind, the master having the steamer under his command, both by altering the helm and by stopping the engines. As a general rule, therefore, when meeting a sailing vessel, whether close-hauled or with the wind free, the latter has a right to keep her course, and it is the duty of the steamer to adopt such precautions as will avoid her. *Ib.*
19. *Of Steamers meeting each other.*—It is the duty of each vessel to put the helm a-port. *Ib.*
20. *Of keeping Watch.*—The pilot-house of a steamer is not the proper place at which to station a watch at night. A competent and vigilant look-out stationed at the forward part of the vessel, and in a position best adapted to descry vessels approaching at the earliest moment, is indispensable to exempt the steamboat from blame, in case of accident in the night-time, while navigating waters on which it is accustomed to meet other craft. *Ib.*
21. The owner is responsible for damage resulting not only from want of care and attention on the part of the persons in charge of the vessel, but

COMMERCIAL LAW—(*Continued.*)
also from the want of proper knowledge and skill to enable them to manage her according to established nautical rules. *Ib.*

22. Where a sailing vessel was descending the Hudson River with but a trifling wind, and chiefly by the force of the current, and came into collision with a steamer ascending the river, the question in the case was, whether or not the accident happened, notwithstanding every proper precautionary measure had been taken on the part of the steamboat to pass the sloop in safety, in consequence of an improper movement of that vessel by the mismanagement and unskilfulness of the persons in charge of her. If the sailing vessel kept her course, it was the duty of the steamboat to avoid her. The evidence showing that the steamer did not take proper precautionary measures to avoid the sloop while endeavoring to pass her, the responsibility of the collision must rest upon the steamer. *Newton* v. *Stebbins*, 586.
23. The steamer was in fault for not slackening her speed, on meeting a fleet of sailing vessels in a narrow channel of the river, she then going at the rate of from eight to ten knots the hour. She was also in fault, in not having a proper look-out at the forward part of the vessel, there being no one but the man at the wheel on deck. *Ib.*

CONSTITUTIONAL LAW.

1. In 1836, the legislature of Arkansas chartered a bank, the whole of the capital of which belonged to the state, and the president and directors of which were appointed by the General Assembly. *Woodruff* v. *Trapnall*, 190.
2. The twenty-eighth section provided, "that the bills and notes of said institution shall be received in all payments of debts due to the state of Arkansas." *Ib.*
3. In January, 1845, this twenty-eighth section was repealed *Ib.*
4. The notes of the bank which were in circulation at the time of this repeal, were not affected by it. *Ib.*
5. The undertaking of the state to receive the notes of the bank constituted a contract between the state and the holders of these notes, which the state was not at liberty to break, although notes issued by the bank after the repeal were not within the contract, and might be refused by the state. *Ib.*
6. Therefore, a tender, made in 1847, of notes issued by the bank prior to the repealing law of 1845, was good to satisfy a judgment obtained against the debtor by the state; and it makes no difference whether or not the debtor had the notes in his possession at the time when the repealing act was passed. *Ib.*
7. But although the pledge of the state to receive the notes of the bank in payment of all debts due to it in its own right was a contract which it could not violate, yet where the state sold lands which were held by it in trust for the benefit of a seminary, and the terms of sale were, that the debtor should pay in specie or its equivalent, such debtor was not at liberty to tender the notes of the bank in payment. *Paup et al.* v. *Drew*, 218.
8. And this was true, although the money to be received from the debtor was intended by the legislature to be put into the bank, and to constitute a part of its capital. The fund belonged to the state only as a trustee, and therefore was not, within the meaning of the charter, a debt due to the state. *Ib.*
9. By the terms of sale, also, to pay "in specie or its equivalent," the notes of the bank were excluded. *Ib.*
10. The Philadelphia, Wilmington, and Baltimore Railroad Company was formed by the union of several railroad companies which had been previously chartered by Maryland, Delaware, and Pennsylvania, two of which were the Baltimore and Port Deposit Railroad Company, whose road extended from Baltimore to the Susquehanna, lying altogether on the west side of the river, and the Delaware and Maryland Railroad Company, whose road extended from the Delaware line to the Susquehanna, and lying on the east side of the river. *Philadelphia and Wilmington Railroad Co.* v. *Maryland*, 376.
11. The charter of the Baltimore and Port Deposit Railroad Company contained no exemption from taxation. *Ib.*

CONSTITUTIONAL LAW—(*Continued.*)

12. The charter of the Delaware and Maryland Railroad Company made the shares of stock therein personal estate, and exempted them from any tax "except upon that portion of the permanent and fixed works which might be in the state of Maryland." *Ib.*
13. Held, that under the Maryland law of 1841, imposing a tax for state purposes upon the real and personal property in the state, that part of the road of the plaintiff which belonged originally to the Baltimore and Port Deposit Railroad Company, was liable to be assessed in the hands of the company with which it became consolidated, just as it would have been in the hands of the original company. *Ib.*
14. Also, that there is no reason why the property of a corporation should be presumed to be exempted from its share of necessary public burdens, there being no express exemption. *Ib.*
15. This court holds, as it has on several other occasions held, that the taxing power of a state should never be presumed to be relinquished, unless the intention is declared in clear and unambiguous terms. *Ib.*
16. The state of Maryland granted a charter to a railroad company, in which provision was made for the condemnation of land to the following effect: namely, that a jury should be summoned to assess the damages, which award should be confirmed by the County Court, unless cause to the contrary was shown. *Baltimore and Susquehanna Railroad Co.* v. *Nesbit et al.*, 395.
17. The charter further provided, that the payment, or tender of payment, of such valuation should entitle the company to the estate as fully as if it had been conveyed. *Ib.*
18. In 1836, there was an inquisition by a jury, condemning certain lands, which was ratified and confirmed by the County Court. *Ib.*
19. In 1841, the legislature passed an act directing the County Court to set aside the inquisition and order a new one. *Ib.*
20. On the 18th of April, 1844, the railroad company tendered the amount of the damages, with interest, to the owner of the land, which offer was refused; and on the 26th of April, 1844, the owner applied to the County Court to set aside the inquisition, and order a new one, which the court directed to be done. *Ib.*
21. The law of 1841 was not a law impairing the obligation of a contract. It neither changed the contract between the company and the state, nor did it divest the company of a vested title to the land. *Ib.*
22. The charter provided that, upon tendering the damages to the owner, the title to the land should become vested in the company. There having been no such tender when the act of 1841 was passed, five years after the inquisition, that act only left the parties in the situation where the charter placed them, and no title was divested out of the company, because they had acquired none. *Ib.*
23. The states have a right to direct a re-hearing of cases decided in their own courts. The only limit upon their power to pass retrospective laws is, that the Constitution of the United States forbids their passing *ex post facto* laws, which are retrospective penal laws. But a law merely divesting antecedent vested rights of property, where there is no contract, is not inconsistent with the Constitution of the United States. *Ib.*
24. In 1836, the state of Pennsylvania passed a law directing Canal Commissioners to be appointed, annually, by the Governor, and that their term of office should commence on the 1st of February in every year. The pay was four dollars *per diem*. *Butler et al.* v. *Pennsylvania*, 402.
25. In April, 1843, certain persons being then in office as Commissioners, the legislature passed another law, providing amongst other things that the *per diem* should be only three dollars, the reduction to take effect upon the passage of the law; and that, in the following October, Commissioners should be elected by the people. *Ib.*
26. The Commissioners claimed the full allowance during their entire year, upon the ground that the state had no right to pass a law impairing the obligation of a contract. *Ib.*
27. There was no contract between the state and the Commissioners, within the meaning of the Constitution of the United States. *Ib.*

CONSTITUTIONAL LAW—(*Continued.*)

28. From the year 1681 to 1783, a franchise in the ferry over the Connecticut River belonged to the town of Hartford, situated on the west bank of the river. *East Hartford* v. *Hartford Bridge Co.*, 511.
29. In 1783, the legislature incorporated the town of East Hartford, and granted to it one half the ferry during the pleasure of the General Assembly. *Ib.*
30. In 1808, a company was incorporated to build a bridge across the river, which, being erected, was injured and rebuilt in 1818, when the legislature resolved that the ferry should be discontinued. *Ib.*
31. This act, discontinuing the ferry, is not inconsistent with that part of the Constitution of the United States which forbids the states from passing any law impairing the obligation of contracts. *Ib.*
32. There was no contract between the state and the town of East Hartford, by which the latter could claim a permanent right to the ferry. The nature of the subject-matter of the grant, and the character of the parties to it, both show that it is not such a contract as is beyond the interference of the legislature. *Ib.*
33. Besides, the town of East Hartford only held the ferry right during the pleasure of the General Assembly, and in 1818 the latter expressed its pleasure that the ferry should cease. *Ib.*
34. After the year 1818, the legislature passed several acts contradictory to each other, alternately restoring and discontinuing the ferry. Those which restored the ferry were declared to be unconstitutional by the state courts, upon the ground that the act of 1818 had been passed to encourage the bridge company to rebuild their bridge, which had been washed away. But these decisions are not properly before this court in this case for revision. *Ib.*
35. The town of East Hartford, having no right to exercise the ferry privilege, may have been correctly restrained, by injunction, from doing so, by the state court. *Ib.*

DUTIES.

See COLLECTORS OF THE CUSTOMS. TREATIES.

EJECTMENT.

1. On the 30th of January, 1835, Poindexter purchased from Thomas a right of entry in certain lands in Louisiana, with authority to locate the lands in the name of Thomas, and they were so located. Subsequently to such location, viz., on the 27th of November, 1840, Thomas, by notarial act, transferred to Poindexter all the right which Thomas then had, or thereafter might have, to the land so located, and authorized Poindexter to obtain a patent in his own name. The patent, however, was issued to Thomas, and not to Poindexter. This did not vest in Poindexter a *legal title*, which would enable him to recover in a petitory action, which corresponds with an action of ejectment. Poindexter did not take a legal title, either by direct conveyance or by estoppel. *Gilman* v. *Poindexter*, 257.
2. On the 20th of November, 1835, Poindexter, by a conveyance of record, conveyed his right in the lands in question to Huston, and on the same day, by articles of copartnership with Huston, not of record, authorized Huston to apply these lands for the mutual benefit of Poindexter and Huston. *Ib.*
3. A purchaser from Huston without notice, is not affected by these articles. *Ib.*
4. If the defendant in an ejectment suit claims a right to the possession of land derived under a title which springs from a reservation in a treaty between the United States and an Indian tribe, and a state court decides against the validity of such title, this court has jurisdiction, under the twenty-fifth section of the Judiciary Act, to review that decision. *Henderson* v. *Tennessee*, 311.
5. But if such defendant merely sets up the title of the reservee as an outstanding title, and thus prevents a recovery by the plaintiff, without showing in himself a connection with the title of the reservee, and then a state court decides against the defendant in the ejectment, this court has no jurisdiction to review that decision. *Ib.*
6. In order to give jurisdiction to this court, the party must claim the right

EJECTMENT—(*Continued.*)
for himself. and not for a third person, in whose title he has no interest. *Ib.*

EXECUTION.

1. Where the Commissioners who acted under the act of Congress passed on the 3d of March, 1807, for the adjustment of land titles in Missouri, decided in favor of a claim, and issued a certificate accordingly, this decision settled two points; namely, first, that the claimant was the proper person to receive the certificate, and second, that the title so confirmed was better than any other Spanish title. *Landes* v. *Brant*, 348.
2. But between the presentation and confirmation of the claim, the claimant had a property which was subject to seizure and sale under execution according to the then laws of Missouri; and the subsequent confirmation by the Commissioners will not destroy the title held under the sheriff's deed. *Ib.*
3. Neither will a patent subsequently taken out under the title of the original claimant avoid the sheriff's deed. *Ib.*
4. The claim was founded on a settlement for ten years prior to the 20th of December, 1803; and in such cases the decision of the Commissioners was final against the United States, and entitled the party to a patent, which gave a perfect legal title, and went back, by relation, to the original presentation of the petition. It consequently enured to the benefit of the alienee. *Ib.*
5. A patent was required in cases of final confirmations, *founded on settlement rights;* before its issuance the title was still equitable. *Ib.*
6. The original claimant being dead, a patent was afterwards issued to his representatives. But an act of Congress, passed on the 20th of May, 1836, declared that, in such cases, the title should enure to the benefit of the assignee. Upon this ground, also, the sheriff's deed conveyed a valid title in preference to an heir or devisee. The patent, when issued, conveyed, by virtue of this law, the legal title to the person who held the equitable title. *Ib.*
7. The circumstance, that the sheriff's deed was not recorded, was of no consequence as between a party claiming under that deed and the devisees of the original claimant; nor was it of any consequence as between the party claiming under that deed and an assignee of those devisees, provided such assignee had notice of the existence of the deed from the sheriff. And an open and notorious possession under that deed was a circumstance from which the jury might presume that the assignee had notice, not only of the fact of possession, but of the title under which it was held. *Ib.*
8. So, also, where the lands of the deceased debtor (the original claimant) were afterwards sold under a judgment against his executors (conformably to the laws of Missouri), and afterwards acquired by the same party who had purchased under the first sheriff's sale, a refusal of the court below to instruct the jury that this sale was void, was correct. *Ib.*

FERRIES. See CONSTITUTIONAL LAW.

FRAUD.

1. Where the Circuit Court instructed the jury, "that if any one of the mortgages given in evidence conveyed more property than would be sufficient to secure the debt provided for in the mortgage, it was a circumstance from which the jury might presume fraud," this instruction was erroneous. *Downs* v. *Kissam*, 102.
2. Any creditor may pay the mortgage debt and proceed against the property; or he may subject it to the payment of his debt by other modes of proceeding. *Ib.*

GUARANTY. See COMMERCIAL LAW.

IOWA.

1. The report of the commissioners appointed by this court in 7 Howard, 660, to run and mark the line dividing the states of Missouri and Iowa, adopted and confirmed, and the boundary line finally established. *Missouri* v. *Iowa*, 1.

JURISDICTION.

1. Where it appears that the whole case has been certified *pro forma*, in

JURISDICTION—(*Continued.*)
order to take the opinion of this court, without any actual division in the Circuit Court, the practice is irregular, and the case must be remanded to the Circuit Court to be proceeded in according to law. *Webster* v. *Cooper*, 54.

2. The decision of this court in the case of *Nesmith and others* v. *Sheldon*, (6 How., 41,) affirmed. *Ib.*
3. By a statute of Pennsylvania, passed in 1836, "assignees for the benefit of creditors and other trustees" were directed to record the assignment, file an inventory of the property conveyed, which should be sworn to, have it appraised, and give bond for the faithful performance of the trust, all of which proceedings were to be had in one of the state courts. *Shelby* v. *Bacon*, 56.
4. This court was vested with the power of citing the assignees before it, at the instance of a creditor who alleged that the trust was not faithfully executed. *Ib.*
5. The assignees of the Bank of the United States chaatered by Pennsylvania recorded the assignment as directed, and filed accounts of their receipts and disbursements in the prescribed court, which were sanctioned by that court. *Ib.*
6. A citizen of the State of Kentucky afterwards filed a bill in the Circuit Court of the United States for the Eastern District of Pennsylvania, against these assignees, who pleaded to the jurisdiction of the court. *Ib.*
7. The principle is well settled, that where two or more tribunals have a concurrent jurisdiction over the same subject-matter and the parties, a suit commenced in any one of them may be pleaded in abatement to an action for the same cause in any other. *Ib.*
8. But the proceedings in the state court cannot be considered as a suit. The statute was not complied with, and even if it had been, the Circuit Court would still have had jurisdiction over the matter. *Ib.*
9. Where a case had been brought up to this court from the Supreme Court of the territory of Wisconsin, and was pending in this court at the time when Wisconsin was admitted as a state, the jurisdiction of this court over it ceased when such admission took place. *McNulty* v. *Batty*, 72.
10. Provision was made in the act of Congress for the transfer, from the territorial courts to the District Court of the United States, of all cases appropriate to the jurisdiction of the new District Court; but none for cases appropriate to the jurisdiction of state tribunals. *Ib.*
11. By the admission of Wisconsin as a state, the territorial government ceased to exist, and all the authority under it, including the laws organizing its courts of justice and providing for a revision of their judgments in this court. *Ib.*
12. The act of Congress passed in February, 1848, supplementary to that of February, 1847, applies only to cases which were pending in the territorial courts, and does not include such as were pending in this court at the time of the admission of Wisconsin as a state. *Ib.*
13. Even if Congress had directed the transfer, to the District Court of the United States, of cases appropriate to the jurisdiction of state courts, this court could not have carried its judgment into effect by a mandate to the District Court. *Ib.*
14. Under the 25th section of the Judiciary Act, this court has no jurisdiction over the following question, viz., "Whether slaves who had been permitted by their master to pass occasionally from Kentucky into Ohio acquired thereby a right to freedom after their return to Kentucky?" The laws of Kentucky alone could decide upon the domestic and social condition of the persons domiciled within its territory, except so far as the powers of the states in this respect are restrained or duties and obligations imposed upon them by the Constitution of the United States. *Strader et al.* v. *Graham*, 82.
15. There is nothing in the Constitution of the United States that can in any degree control the law of Kentucky upon this subject. *Ib.*
16. The Ordinance of 1787 cannot confer jurisdiction upon this court. It was itself superseded by the adoption of the Constitution of the United States, which placed all the states of the Union upon a perfect equality,

JURISDICTION—(*Continued.*)
which they would not be if the Ordinance continued to be in force after its adoption. *Ib.*
17. Such of the provisions of the Ordinance as are yet in force owed their validity to acts of Congress passed under the present Constitution, during the territorial government of the northwest territory, and since to the constitutions and laws of the states formed in it. *Ib.*
18. The seventeenth section of the act of 1836 gives the right of appeal to this court, when the sum in dispute is below the value of two thousand dollars, "in all actions, suits, controversies on cases arising under any law of the United States, granting or confirming to inventors the exclusive right to their inventions or discoveries," provided the court below shall deem it reasonable to allow the appeal. *Wilson* v. *Sanford*, 99.
19. But a bill filed on the equity side of the Circuit Court to set aside an assignment, upon the ground that the assignee had not complied with the terms of the contract, is not one of these enumerated cases; and the value in dispute being less than two thousand dollars, this court has no jurisdiction over the case. *Ib.*
20. If the defendant in an ejectment suit claims a right to the possession of land derived under a title which springs from a reservation in a treaty between the United States and an Indian tribe, and a state court decides against the validity of such title, this court has jurisdiction, under the twenty-fifth section of the Judiciary Act, to review that decision. *Henderson* v. *Tennessee*, 311.
21. But if such defendant merely sets up the title of the reservee as an outstanding title, and thus prevents a recovery by the plaintiff, without showing in himself a connection with the title of the reservee, and then a state court decides against the defendant in the ejectment, this court has no jurisdiction to review that decision. *Ib.*
22. In order to give jurisdiction to this court, the party must claim the right for himself, and not for a third person, in whose title he has no interest. *Ib.*

LANDS, PUBLIC.
1. On the 30th of January, 1835, Poindexter purchased from Thomas a right of entry in certain lands in Louisiana, with authority to locate the lands in the name of Thomas, and they were so located. Subsequently to such location, viz., on the 27th of November, 1840, Thomas, by notarial act, transferred to Poindexter all the right which Thomas then had, or thereafter might have, to the land so located, and authorized Poindexter to obtain a patent in his own name. The patent, however, was issued to Thomas and not to Poindexter. This did not vest in Poindexter a *legal title*, which would enable him to recover in a petitory action, which corresponds with an action of ejectment. Poindexter did not take a legal title, either by direct conveyance or by estoppel. *Gilmer* v. *Poindexter*, 257.
2. On the 20th of November, 1835, Poindexter, by a conveyance of record, conveyed his right in the lands in question to Huston, and on the same day, by articles of copartnership with Huston, not of record, authorized Huston to apply these lands for the mutual benefit of Poindexter and Huston. *Ib.*
3. A purchaser from Huston without notice is not affected by these articles. *Ib.*
4. Where the Commissioners who acted under the act of Congress passed on the 3d of March, 1807, for the adjustment of land titles in Missouri, decided in favor of a claim, and issued a certificate accordingly, this decision settled two points; namely, first, that the claimant was the proper person to receive the certificate, and second, that the title so confirmed was better than any other Spanish title. *Landes* v. *Brant*, 348.
5. But between the presentation and confirmation of the claim, the claimant had a property which was subject to seizure and sale under execution according to the then laws of Missouri; and the subsequent confirmation by the Commissioners will not destroy the title held under the sheriff's deed. *Ib.*

LANDS, PUBLIC—(*Continued.*)

6. Neither will a patent subsequently taken out under the title of the original claimant avoid the sheriff's deed. *Ib.*
7. The claim was founded on a settlement for ten years prior to the 20th of December, 1803; and in such cases the decision of the Commissioners was final against the United States, and entitled the party to a patent, which gave a perfect legal title, and went back, by relation, to the original presentation of the petition. It consequently enured to the benefit of the alienee. *Ib.*
8. A patent was required in cases of final confirmations, *founded on settlement rights;* before its issuance the title was still equitable. *Ib.*
9. The original claimant being dead, a patent was afterwards issued to his representatives. But an act of Congress, passed on the 20th of May, 1836, declared that, in such cases, the title should enure to the benefit of the assignee. Upon this ground, also, the sheriff's deed conveyed a valid title in preference to an heir or devisee. The patent, when issued, conveyed, by virtue of this law, the legal title to the person who held the equitable title. *Ib.*
10. The circumstance that the sheriff's deed was not recorded was of no consequence as between a party claiming under that deed and the devisees of the original claimant; nor was it of any consequence as between the party claiming under that deed and an assignee of those devisees, provided such assignee had notice of the existence of the deed from the sheriff. And an open and notorious possession under that deed was a circumstance from which the jury might presume that the assignee had notice, not only of the fact of possession, but of the title under which it was held. *Ib.*
11. So, also, where the lands of the deceased debtor (the original claimant) were afterwards sold under a judgment against his executors (conformably to the laws of Missouri), and afterwards acquired by the same party who had purchased under the first sheriff's sale, a refusal of the court below to instruct the jury that this sale was void, was correct. *Ib.*
12. A supplementary article to a treaty between the United States and the Caddo Indians, providing that certain persons "shall have their right to the said four leagues of land reserved for them and their heirs and assigns for ever. The said lands to be taken out of the lands ceded to the United States by the said Caddo nation of Indians, as expressed in the treaty to which these articles are supplementary. And the four leagues of land shall be laid off," &c.,—gave to the reservees a fee simple to all the rights which the Caddoes had in those lands, as fully as any patent from the government could make one. Nothing further was contemplated by the treaty to perfect the title. *United States* v. *Brooks*, 442.
13. In October, 1817, Coppinger, the Governor of Florida, issued a grant giving the grantee permission to "build a water saw-mill on the creek of the River St. John's named Trout Creek, and also to make use of the pine-trees which are comprehended in a square of five miles, which is granted to him," &c. *Villalobos* v. *United States*, 541.
14. The deputy surveyor surveyed 16,000 acres of land in three different tracts, the nearest of which to Trout Creek was thirty miles off; and this change of location never received the sanction of the Governor. *Ib.*
15. The decisions of this court have uniformly been, that the survey must be in reasonable conformity to the grant, whereas the one in question is not. *Ib.*
16. The surveyor-general had no authority to change the location of the grant, and split up the surveys, as there was no authority in the grant to go elsewhere in case there should be a deficiency of vacant land at the place indicated by the grant. *Ib.*
17. The lands on Trout Creek were poor, and those which were surveyed were of the best quality. The surveys, therefore, have neither merit in fact, nor the sanction of law to uphold them. *Ib.*
18. Following out the principles applied to the construction of treaties in the cases of *United States* v. *Reynes*, and *Davis* v. *the Police Jury of Concordia*, in 8 Howard, this court now decides that a grant of land in Louisiana, issued by the representative of the king of France in 1765,

LANDS, PUBLIC—(*Continued.*)
was void; the province of Louisiana having been ceded by the king of France to the king of Spain in 1762. *United States* v. *D'Auterive*, 609.
19. The title to the land described in this void grant was vested, therefore, in the king of Spain, and remained in him until the treaty of St Ildefonso. It then passed to France, and by the treaty of Paris became vested in the United States. *Ib.*
20. None of the acts of Congress have confirmed this grant. *Ib.*
21. The act of 1805 (2 Stat. at L., 324) required three things in order to effect a confirmation. 1st. That the parties should be residents. 2d. That the Indian titles should have been extinguished. 3d. That the land should have been actually inhabited and cultivated by the grantees, or for their use. In the present case these conditions were not complied with. *Ib.*
22. The act of May 26, 1824, in part re-enacted by the act of June 17, 1844 (5 Stat. at L., 676), did not create any new rights, or enlarge those previously existing; but only allowed claims to be presented to the court which would otherwise have been barred. *Ib.*
23. By the treaty of 1795, between the United States and Spain, Spain admitted that she had no title to land north of the thirty-first degree of north latitude, and her previous grants of land so situated were of course void. The country, thus belonging to Georgia, was ceded to the United States in 1802, with a reservation that all persons who were actual settlers on the 27th of October, 1795, should have their grants confirmed. (See also 3 How., 750.) *Robinson* v. *Minor*, 627.
24. On the 3d of March, 1803, Congress passed an act (2 Stat. at L., 229) establishing a board of commissioners to examine these grants, whose certificate in favor of the claimant should amount to a relinquishment, for ever, on the part of the United States. *Ib.*
25. Without such confirmation by the United States, a grant of land situated on the north side of the thirty-first degree of latitude, issued by the Governor-General of Louisiana in 1794, would have been void. But it was confirmed by the board of commissioners, and is therefore valid. *Ib.*
26. The original grantee indorsed upon the grant that he had conveyed it to a woman, whom he afterwards married, and referred to another instrument of conveyance; and in all subsequent transfers there was a reference to that same instrument, reciting its date, and that it accompanied the deeds executed. The confirmation of the commissioners followed and adopted this chain of title. *Ib.*
27. That instrument of conveyance being lost, it may be presumed, under the circumstances, that the original grantee intended to convey to his wife a greater estate than the law would have endowed her with upon the marriage. *Ib.*
28. Even supposing that the confirmation of the commissioners was not conclusive, yet the facts of the case show a superior equity in the title of the wife over that of the child of the original grantee; viz. the motive which led to the conveyance; the fact that the widow sold the property for its full value, saw the premises occupied by persons claiming them in fee for thirty years, and never informed her son that he had a right to the property after her decease. *Ib.*

LIMITATION OF ACTIONS.
1. The absence of the complainant from the state, and the late discovery of the fraud, account for the delay and apparent laches in prosecuting the claim. *Hallett et al.* v. *Collins*, 174.

MARRIAGE.
1. In order to constitute a valid marriage in the Spanish colonies, all that was necessary was that there should be consent joined with the will to marry. *Hallett et al.* v. *Collins*, 174.
2. The Council of Trent, in 1563, required that marriage should be celebrated before the parish or other priest, or by license of the ordinary and before two or three witnesses. This decree was adopted by the king of Spain in his European dominions, but not extended to the colonies, in which the rule above mentioned, established by the Partidas, was permitted to remain unchanged. *Ib.*

MARRIAGE—(*Continued.*)
3. An ecclesiastical decree, *proprio vigore*, could not affect the *status* or civil relations of persons. This could only be effected by the supreme civil power. *Ib.*

MISSOURI.
1. The report of the commissioners appointed by this court in 7 Howard, 660, to run and mark the line dividing the states of Missouri and Iowa, adopted and confirmed, and the boundary line finally established. *Missouri* v. *Iowa*, 1.

MORTGAGES.
1. Where the Circuit Court instructed the jury, "that if any one of the mortgages given in evidence conveyed more property than would be sufficient to secure the debt provided for in the mortgage, it was a circumstance from which the jury might presume fraud," this instruction was erroneous. *Downs* v. *Kissam*, 102.
2. Any creditor may pay the mortgage debt and proceed against the property; or he may subject it to the payment of his debt by other modes of proceeding. *Ib.*

PATENTS.
1. The seventeenth section of the act of 1836 gives the right of appeal to this court, when the sum in dispute is below the value of two thousand dollars, "in all actions, suits, controversies on cases arising under any law of the United States, granting or confirming to inventors the exclusive right to their inventions or discoveries," provided the court below shall deem it reasonable to allow the appeal. *Wilson* v. *Sanford*, 99.
2. But a bill filed on the equity side of the Circuit Court to set aside an assignment, upon the ground that the assignee had not complied with the terms of the contract, is not one of those enumerated cases; and the value in dispute being less than two thousand dollars, this court has no jurisdiction over the case. *Ib.*
3. Stimpson's patent "for an improvement for the purpose of carrying railroads through the streets of towns, or in other situations where it may be desirable that the wheels of ordinary carriages should not be subjected to injury or obstruction," decided to be a combination or application of means already known and in use, and not to be original as to the invention or discovery of those means. *Stimpson* v. *Baltimore and Susquehanna Railroad Co.*, 329.
4. That the mode given by him for the application of those means, and the objects proposed thereby, differ materially from the apparatus used by the Baltimore and Susquehanna Railroad Company for turning the corners of streets. The latter, therefore, no infringement of Stimpson's patent. *Ib.*
5. An assignment of a patent right, made and recorded in the Patent-Office before the patent issued, which purported to convey to the assignee all the inchoate right which the assignor then possessed, as well as the legal title which he was about to obtain, was sufficient to transfer the right to the assignee, although a patent afterwards was issued to the assignor. *Gayler* v. *Wilder*, 477.
6. When an assignment is made, under the fourteenth section of the act of 1836, of the exclusive right within a specified part of the country, the assignee may sue in his own name, provided the assignment be of the entire and unqualified monopoly. But any assignment short of this is a mere license, and will not carry with it a right to the assignee to sue in his own name. *Ib.*
7. Therefore, an agreement that the assignee might make and vend the article within certain specified limits, upon paying to the assignor a cent per pound, reserving, however, to the assignor the right to establish a manufactory of the article upon paying to the assignee a cent per pound, was only a license; and a suit for an infringement of the patent right must be conducted in the name of the assignor. *Ib.*
8. Where a person had made and used an article similar to the one which was afterwards patented, but had not made his discovery public, using it simply for his own private purpose, and without having tested it so as to discover its usefulness, and it had then been finally forgotten or

PATENTS—(*Continued.*)
abandoned, such prior invention and use did not preclude a subsequent inventor from taking out a patent. *Ib.*

PLEAS AND PLEADINGS.

1. The act of Congress passed in May, 1828 (4 Stat. at L., 278), directs that the forms and modes of proceeding in the courts of the United States, in suits at common law in the states admitted into the Union since 1789, shall be the same with those of the highest court of original jurisdiction in the state. *Sears* v. *Eastburn*, 187.
2. Therefore, where the state of Alabama passed an act to abolish fictitious proceedings in ejectments, and to substitute in their place the action of trespass for the purpose of trying the title to lands and recovering their possession, the Circuit Court of the United States should have conformed, in its mode of proceeding, to the law of the state. *Ib.*
3. And the judgment of the Circuit Court, dismissing an action of trespass so brought, upon the ground that the law of the state was not in force in the Circuit Court, was erroneous. *Ib.*
4. Where the declaration contained two counts; viz., the first upon a special contract that the plaintiffs had placed a machine for saving fuel on board of the steamboat of the defendants, and were entitled to a certain portion of the savings; the second upon a *quantum meruit;* it was admissible to give in evidence by the plaintiffs the experiments of practical engineers to show the value of the machine. Evidence had previously been given, tending to prove the value in the mode pointed out in the contract, and the evidence in question tended not to contradict, but to corroborate it. It was therefore admissible under the first count, and clearly so under the second. *Steam Packet Co.* v. *Sickles*, 419.
5. On the part of the defendants, the evidence of the president of the steamboat company was then given, denying the special contract alleged by the plaintiffs, and affirming a totally different one, namely, that, if the owners of the boat could not agree with the plaintiffs to purchase it, the latter were to take it away. The court should have instructed the jury, that, if they believed this evidence, they should find for the defendants. *Ib.*
6. The court below instructed the jury, that, if the president of the company, acting as its general agent, made the special contract with the plaintiffs, the company were bound by it, whether he communicated it to the company or not. This instruction was right. But the court erred in saying that the plaintiffs had a right to recover on their special count, if the machine was useful to the defendants, without regarding the stipulations of that contract as laid and proved, and the determination of the plaintiffs to adhere to it. Because, by the contract, the defendants are to use the machine during the continuance of the patent right; and as no time is pointed out for a settlement, a right of action did not accrue until the whole service had been performed. *Ib.*
7. Whether, if there had been a count in the declaration for the cost of the machine, and the jury had believed that the defendants had agreed to pay it as soon as it was earned, the plaintiffs might not recover to that amount, or whether such a construction could be put on the contract as proved, are questions not before the court on this record, and upon which no opinion is expressed. *Ib.*

PRACTICE.

1. Where it appears that the whole case has been certified *pro forma*, in order to take the opinion of this court, without any actual division of opinion in the Circuit Court, the practice is irregular, and the case must be remanded to the Circuit Court to be proceeded in according to law. *Webster* v. *Cooper*, 54.
2. The decision of this court in the case of *Nesmith and others* v. *Sheldon* (6 Howard, 41) affirmed. *Ib.*
3. In order to sustain a motion of docket and dismiss a case under the forty-third rule of this court, it is necessary to show, by the certificate of the clerk of the court below, that the judgment or decree of that court was rendered thirty days before the commencement of the term of this court. *Rhodes* v. *Steamship Galveston*, 144.
4. Hence, where the certificate of the clerk stated that a final judgment was

PRACTICE—(*Continued.*)
pronounced at April term, 1850, it was not sufficient, because *non constat* that the April term might not have been prolonged until December, 1850. *Ib.*
5. The act of Congress passed in May, 1828 (4 Stat at L., 278), directs that the forms and modes of proceeding in the courts of the United States, in suits at common law in the states admitted into the Union since 1789, shall be the same with those of the highest court of original jurisdiction in the state. *Sears* v. *Eastburn*, 187.
6. Therefore, where the state of Alabama passed an act to abolish fictitious proceedings in ejectments, and to substitute in their place the action of trespass for the purpose of trying the title to lands and recovering their possession, the Circuit Court of the United States should have conformed, in its mode of proceeding, to the law of the state. *Ib.*
7. And the judgment of the Circuit Court, dismissing an action of trespass so brought, upon the ground that the law of the state was not in force in the Circuit Court, was erroneous. *Ib.*
8. The practice of bringing cases up to this court upon an agreed state of facts has been sanctioned, and is now pronounced to be correct. *Stimpson* v. *Baltimore and Susquehanna Railroad Co.*, 329.
9. After a case has been decided, and judgment pronounced by this court, it is too late to move to open the judgment for the purpose of amending the bill of exceptions, upon the ground that material evidence which might have influenced the judgment of this court was omitted in the bill. *Gayler* v. *Wilder*, 509.
10. If there was any error or mistake in framing the exception, it might have been corrected by a *certiorari*, if the application had been made in due time and upon sufficient cause. But after the parties have argued the case upon the exception, and judgment has been pronounced, it is too late to reopen it. *Ib.*
11. Where a case had been brought up to this court from the Supreme Court of the Territory of Wisconsin, and was pending in this court at the time when Wisconsin was admitted as a state, the jurisdiction over it ceased when such admission took place. And when the writ of error was ordered to be abated, the clerk was directed not to issue any mandate or other process, but only a certified copy of the judgment. *McNulty* v. *Batty*, 72; *Preston* v. *Bracken*, 81.
12. A motion being made to dismiss a cause for irregularity in the bill of exceptions, it was ordered that the whole case be argued upon the bill of exceptions. *Hoyt* v. *United States*, 109.

TREATIES.
1. The second article of the treaty between the United States and Portugal, made on the 26th of August, 1840 (8 Stat. at L., 560), provides as follows, viz.:—"Vessels of the United States of America arriving, either laden or in ballast, in the ports of the kingdom of Portugal, and, reciprocally, Portuguese vessels arriving, either laden or in ballast, in the ports of the United States of America, shall be treated on their entrance, during their stay, and at their departure, upon the same footing as national vessels coming from the same place, with respect to the duties of tonnage, lighthouse duties, pilotage, port charges, as well as to the fees and perquisities of public officers, and all other duties and charges, of whatever kind or denomination, levied upon vessels of commerce, in the name or to the profit of the government, the local authorities, or any public or private establishment whatever." *Oldfield* v. *Marriott*, 146.
2. This article is confined exclusively to vessels. It does not include cargoes, or make any provision for an indirect trade,—that is, it does not provide for the introduction of articles which are the growth, produce or manufacture of some third country, into the ports of Portugal in American vessels upon the same terms upon which they are introduced in Portuguese vessels, or the introduction of such articles into the ports of the United States in Portuguese vessels upon the same terms upon which they are introduced in American vessels. These classes of cases are left open to the legislation of each country. *Ib.*
3. The Tariff Act of Congress, passed on the 30th of July, 1846, has the following section:—"Schedule I. (Exempt from duty.) Coffee and tea,

TREATIES—(*Continued.*)
when imported direct from the place of their growth or production, in American vessels, or in foreign vessels entitled by reciprocal treaties to be exempt from discriminating duties, tonnage, and other charges." *Ib.*

4. The treaty with Portugal is not one of those referred to in this paragraph. *Ib.*
5. Consequently, a cargo of coffee, imported from Rio Janeiro in a Portuguese vessel, was subject to a duty of twenty per cent., being the duty upon non-enumerated articles. *Ib.*
6. An historical account given of the course pursued by the government of the United States, showing that, since the year 1785, it has been constantly endeavoring to persuade other nations to enter into treaties for the mutual and reciprocal abolition of discriminating duties upon commerce in the direct and indirect trade. *Ib.*
7. A supplementary article to a treaty between the United States and the Caddo Indians, providing that certain persons "shall have their right to the said four leagues of land reserved for them and their heirs and assigns for ever. The said lands to be taken out of the lands ceded to the United States by the said Caddo nation of Indians, as expressed in the treaty to which these articles are supplementary. And the four leagues of land shall be laid off," &c.,—gave to the reservees a fee simple to all the rights which the Caddoes had in those lands, as fully as any patent from the government could make one. Nothing further was contemplated by the treaty to perfect the title. *United States* v. *Brooks*, 442.

VESSELS.
See COMMERCIAL LAW.

WAGES.
See COMMERCIAL LAW.