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1. A vessel belonging to citizens of the United States, in the year 1799, driven by distress into a French port, and obliged to land her cargo, in order to make repairs, and prevented by the officers of the French government, from relading her original cargo, and from taking away, in exchange, anything but produce or bills, might lawfully purchase and take away such produce, and such voyage was not illegal, so as to avoid the insurance. *Hallet v. Jenks*.....*210
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See FORFEITURE, 1: NAVY, 1.

SLAVE.

1. If the owner of a slave, removing into Virginia, take the oath required by the act of assembly, within sixty days after the removal of the owner, it will prevent the slave from gaining his freedom, although he was brought into Virginia, by a person claiming and exercising the right of ownership over him, eleven months before the removal of the true owner; and although the person who brought him in, never took the oath; and although the slave remained in Virginia, more than one year; and although the true owner never brought him in. *Scott v. Negro London*.....*324

STATUTE.

1. The words of a statute, if dubious, ought to be taken most strongly against the law-makers. *United States v. Heth*.....*413

TRESPASS.

1. Trespass lies against the officer who executes the process of a court not having jurisdiction. *Wise v. Withers*.....*331

TRUST.

1. If the payee of a note hold it in trust, his bankruptcy will not take away his power to indorse it over to *cestui que trust*. *Wilson v. Codman*.....*193

USURY.

1. If A. lend money to B., who puts it out at usurious interest, and agrees to pay A. the

same rate of interest which he is receiving upon A.'s money, this is usury between A. and B., and an indorser of B.'s note to A. may avail himself of the plea of usury. *Levy v. Gadsby*.....*180

VARIANCE.

1. A variance between the date of the bond, as stated in the declaration, and as it appears on *oyer*, is a matter of substance, and fatal on the plaintiff's special demurrer to the defendant's bad rejoinder. *Cooke v. Graham*...*229

VERDICT.

1. A finding by the jury which contradicts a fact admitted by the pleadings, is to be disregarded. *McFerran v. Taylor*.....*270

VIRGINIA.

See AGENT, 3: BOND, 4: BRITISH SUBJECTS, 1, 2: COSTS, 2: LIMITATIONS, 1, 2, 3: MORTGAGE, 2: PROMISSORY NOTE, 5: SLAVES, 1.

WARRANT.

1. A warrant of committal by justices of the peace, must state a good cause certain, supported by oath. *Ex parte Burford*....*448

WITNESS.

See EVIDENCE, 5.

WRIT OF ERROR.

1. No appeal or writ of error lies in a criminal case, from a judgment of the circuit courts of the United States. *United States v. More*.....*159













