

I N D E X.

ABATEMENT OF ACTION. See *Constitutional Law*, 3.

A bill filed previously to the passage of an act of Congress, making lawful the building of a particular bridge, the bill praying injunction against building of it as a nuisance, is abated by such act; though pleas and replication had been filed, proofs taken, and the case ready for hearing. *The Clinton Bridge*, 454.

ACCOUNT RENDERED. See *Evidence*, 3-7.

ACCOUNT STATED. See *Stated Account*.

ACKNOWLEDGMENT OF DEED. See *Illinois*, 2.

ACTION. See *Abatement of Action*; *Negotiable Paper*, 2.

1. Cannot be sustained on a gratuitous promise. *Railroad Company v. Reeves*, 176.
2. A party standing in a position of secondary liability but not in that of pure surety, held to be without right of against a principal for recovery of a tax exacted by the government from the principal, of which such secondary party had notice and could yet recover (protest having been made by the principal) if the tax was illegally exacted. *Baltimore v. Baltimore Railroad*, 543.

ACT OF GOD. See *Common Carrier*.

ADMIRALTY. See *Lookouts*; *Maritime Lien*; *Practice*, 14, 22-24; *Prize*.

A steamer crossing another, so as to involve risk of collision, condemned 1st, for not keeping clear, having the other on her starboard; 2d, being the following vessel. *The Columbia*, 246.

AGENT. See *Factor*; *Principal and Agent*.

ALGIERS. See *Consul of the United States*.

APPEAL. See *Writ of Error*.

APPEARANCE.

Appearing by counsel and moving to dismiss a bill for want of jurisdiction and also for want of equity, is a waiver of the privilege as to not being sued in the Circuit Court, given by the Judiciary Act of 1789, to non-residents of the district, and amounts to a voluntary appearance within the Judiciary Act of February 28th, 1839, which by implication authorizes any court of the United States "to take jurisdiction against a person not an inhabitant of, or found within the district where the suit is brought, if he voluntarily appears thereto." *Jones v. Andrews*, 327.

ASSUMPSIT. See *Quantum Valebat*.

ATTACHMENT, SUITS IN.

1. Their character,—how far *in rem*, how far *in personam*—and the distinction between the two sorts, stated. Conclusiveness of judgments in the latter, in collateral proceedings, where there has been a valid writ, a levy, judgment, order of sale, and deed. *Cooper v. Reynolds*, 308.
2. Where in such suit there is a valid writ and levy on property, a judgment of the court, an order of sale, a sale and sheriff's deed, the proceeding cannot be held void when introduced collaterally in another suit; even though there have been irregular or defective affidavits and publication of notice, such as might reverse the judgment for error in departing from the directions of the statute. *Ib*.

ATTORNEY. See *Counsel and Client*.

BAILEE.

Not bound by *gratuitous* promise. Hence the promise of a common carrier made without compensation additional to what he has contracted for, to forward goods already on his route, by an earlier train than they would usually go by, makes no contract. *Railroad Company v. Reeves*, 176.

BANK CHECK. See *National Banks; Negotiable Paper*, 2, 3.

BARBARY COAST. See *Consul of the United States*.

BREACHES. See *Statutory Bond; Voluntary Bond*.

Suits sustainable for, on a statutory bond, if the conditions of it be essentially within those contemplated by the statute, though not within them literally. *United States v. Hodson*, 395.

BURDEN OF PROOF. See *Entry for Condition Broken*.

CALIFORNIA LAND CLAIMS.

Grants of the public domain of Mexico, their three classes; the regulations prescribed by Mexico for the alienation of its public domain; the Act of the Departmental Assembly of California on such alienation; the interest passed by an imperfect grant in California constituting property protected by the treaty of cession. These matters considered. *Hornsby et al. v. United States*, 224.

CASES AFFIRMED.

Camanche, The (8 Wallace, 476), in *The Blackwall*, 1.
Flanders v. Tweed (9 Id. 425), in *Coddington v. Richardson*, 516.
Grapeshot, The (Ib. 129), in *The Lulu*, 192, and *The Kalorama*, 204.
Guy, The (Ib. 758), in *The Kalorama*, 204.
Norris v. Jackson (Ib. 125), in *Coddington v. Richardson*, 516.
Paul v. Virginia (8 Id. 168), in *Ducat v. Chicago*, 410, and *Liverpool Insurance Company v. Massachusetts*, 567.

CASHIER OF BANK. See *Principal and Agent*.

A cashier has power, when acting *bonâ fide* and in the ordinary course of business, to bind his bank by marking checks on it as "good." This rule applies to the National banks. *Merchants' Bank v. State Bank*, 604.

CAUSA PROXIMA, NON REMOTA, &c. See *Common Carrier*, 4.

"CHOUTEAU'S MAP."

Is not evidence conclusive upon questions of the extent of lots in St. Louis, but may go to a jury with other evidence. *The Schools v. Risley*, 91.

CLAIM AGAINST THE UNITED STATES.

An ancient one on loan certificates, issued by the Continental Congress of 1777, rejected; the same, after investigation into it, having been rejected in 1792 by Secretary Hamilton, and being as the court considered without equity. *Ward v. United States*, 593.

CLIENT. See *Counsel and Client*.

COLLISION. See *Admiralty; Lookouts*.

COMMON CARRIER. See *Contract*, 4.

1. Who shows that a loss was by some *vis major*, as by flood, is excused without proving affirmatively that he was guilty of no negligence. *Railroad Company v. Reeves*, 176.
2. The proof of such negligence, if the negligence is asserted to exist, rests on the other party. *Ib.*
3. In case of a loss of which the proximate cause is the act of God or the public enemy, the common carrier is excused, though his own negligence or laches may have contributed as a remote cause. *Ib.*
4. The maxim *causa proxima, non remota spectatur* applies to such cases as to other contracts and transactions; and ordinary diligence is all that is required of the carrier to avoid or remedy the effects of the overpowering cause. *Ib.*

CONCLUSIVENESS OF JUDGMENT.

Judgments of courts of competent jurisdiction cannot be attacked collaterally. *Stoval v. Banks*, 583; *Cooper v. Reynolds*, 308.

CONDITION. See *Contract*, 1, 2; *Entry for Condition Broken*.

CONSIDERATION. See *Contract*, 1, 2.

The mere promise of a carrier, without additional consideration, to forward freight already on the route by an earlier train than usual, is not evidence from which a jury can infer a special contract to do so. *Railroad Company v. Reeves*, 176.

CONSIGNOR AND CONSIGNEE. See *Factor*.

CONSTITUTIONAL LAW. See *Jurisdiction*, 1; *Navigable Waters of the United States*.

1. An ordinance of a city imposing a license tax upon dealers in beer or ale not manufactured in that city, but brought there for sale, is not necessarily in conflict with the clause of the Constitution which declares that "Congress shall have power to regulate commerce with

CONSTITUTIONAL LAW (*continued*).

- foreign nations, and among the several States;" nor with that one which declares that "the citizens of each State shall be entitled to all the privileges and immunities of citizens of the several States." *Downham v. Alexandria Council*, 173.
2. Corporations whether organized under the laws of a State of the Union or a foreign government, may be taxed by another State, for the privilege of conducting their corporate business within the latter. *Liverpool Insurance Company v. Massachusetts*, 567; *Ducat v. Chicago*, 410; both affirming *Paul v. Virginia* (8 Wallace, 168).
 3. An act of Congress enacting that a certain bridge, already built over a river which divides two States, "shall be a lawful structure, and shall be recognized and known as a post-route," is constitutional. *The Clinton Bridge*, 454.
 4. A constitution of a State is a "law," within the meaning of that clause of the Constitution which ordains that "no State shall pass any law impairing the obligation of contracts." *Railroad Company v. McClure*, 511.
 5. The decision of a State court which simply held that promissory notes, given for the loan of "Confederate currency," together with a mortgage to secure the notes, were nullities, on the ground that the consideration was illegal, according to the law of the State, at the time the contract was entered into, is not a decision repugnant to the Federal Constitution. *Bethel v. Demaret*, 537.
 6. The riparian rights possessed by the owner of land bounded by a navigable river are property, and can be taken for the public good only when due compensation is made. *Yates v. Milwaukee*, 497.
 7. A statute of a State which confers on a city the power to establish dock and wharf lines, and to restrain encroachments and prevent obstructions to such a stream, does not authorize it to declare by special ordinance a private wharf to be an obstruction to navigation and a nuisance, and to order its removal, when, in point of fact, it was no obstruction, or hindrance to navigation. *Ib.*

CONSTRUCTION, RULES OF. See *Evidence*, 8.

I. AS APPLIED TO CONTRACTS.

1. Where the proper meaning of an instrument is clear, the erroneous construction which the parties to it have themselves put upon it will not control its effect. *Railroad Company v. Trimble*, 367.
2. When plain in terms not to be controlled by evidence of usage. *Barnard v. Kellogg*, 383; *Stagg v. Connecticut Insurance Company*, 589.

II. AS APPLIED TO STATUTES.

3. A statute granting pieces of lands to Indians, and prescribing a specific mode in which they may sell, forbids by implication a sale independently of the mode. *Smith v. Stevens*, 321.
4. Statutes to raise revenue, are to be construed liberally to carry out the purposes of their enactment. The rule that what is implied in them is as much a part of the enactment as what is expressed, holds in regard to them. *United States v. Hodson*, 395.

CONSTRUCTION, RULES OF (*continued*).

5. Those authorizing redemption from sales for taxes, are to be construed favorably to the owners of the land, and particularly when such statutes provide full indemnity to the purchaser and impose a penalty on the delinquent. *Corbett v. Nutt*, 464.

CONSULS OF THE UNITED STATES.

The provision of the act of Congress of May 1st, 1810, fixing a salary to the consul at Algiers, and assigning to him certain duties, treating that place as belonging to a Mohammedan power, ceased to be operative when the country, of which it was the principal city, became a province of France. *Mahoney v. United States*, 62.

CONTINENTAL CONGRESS. See *Claims against the United States*.CONTRACT. See *Construction, Rules of*, 1, 2; *Rescission of Contract*.

1. A sale—in the South and just as the rebellion was breaking out, by a party going North, to one remaining in the South, the sale being made under apprehension that if held by the vendor it would be confiscated by the rebel powers, as was threatened—of stock in a company at its par value, the consideration to be paid out of the net receipts of earnings of the stock, received quarterly by the company, and a note given therefor, with the condition that the principal should become due if the instalments were not regularly paid, after the receipt by the company of the net quarterly earnings, held a valid sale under the circumstances. *Dean v. Nelson*, 158.
2. Such a condition in the note was not a penalty, but was of the substance of the contract. *Ib.*
3. A contract of a special sort between a city and unincorporated contractors, who became afterwards incorporated, for making street railways, construed. *People's Railroad v. Memphis Railroad*, 88.
4. Consideration is essential to a contract, and a gratuitous promise of a bailee (a common carrier), that is to say a promise without compensation additional to what he has contracted for, to forward goods already on his route, by an earlier train than they would usually go by, is not obligatory. *Railroad Company v. Reeves*, 176.
5. When plain in terms not to be changed by evidence of usage. *Barnard v. Kellogg*, 383; *Stagg v. Insurance Company*, 589.

CORPORATIONS. See *Salvage*, 1.

The essential characters of them defined, and an association of individuals under acts of the British Parliament, somewhat in the nature of a joint stock association but with larger powers, held to constitute a corporation in the modern state of the law, though the acts declared that it should not become a corporation. *Liverpool Insurance Company v. Massachusetts*, 566.

CORPOREAL INTEREST.

A deed from one owner conveying quarry lands to his co-owners, in fee, they agreeing to quarry and deliver to the grantor certain sorts of marble from it, up to a limited amount, and he reserving a right, if the grantees did not furnish the marble from the land, to enter and

CORPOREAL INTEREST (*continued*).

keep possession and take the marble himself, till the grantees should be ready and willing to fulfil the conditions of the contract on their part, does not leave in the grantor a corporeal interest in the marble "*in situ*," and hence his interest is not exclusive of the right of the grantees to take marble on their own account "*ad libitum*." *Marble Company v. Ripley*, 341.

CORRESPONDENT. See *Factor*, 2, 4; *Letters*.

COUNSEL AND CLIENT.

1. The attorney or solicitor, who is also counsel in a cause, has a lien on moneys collected therein for his fees and disbursements in the cause, and in any suit or proceeding brought to recover other moneys covered by the same retainer. *In re Paschall*, 483.
2. A motion to pay into court the moneys collected will not be granted, but the parties will be left to their action, if the attorney is guilty of no bad faith or improper conduct, and has a fair set-off against his client, which the latter refuses to allow. *Ib.*
3. A party has a general right to change his attorney, and a rule for that purpose will be granted, leaving to the attorney the advantage of any lien he may have on papers or moneys in his hands as security for his fees and disbursements. *Ib.*

CUSTOM. See *Evidence*, 8.

CUSTOMS OF THE UNITED STATES.

The proviso to the Act of March 3, 1857, which act allows an importer to make additions to the value of goods as given in the entry or invoice, &c., and the act of the same day, which enacts that unmanufactured sheep's wool, above the value of 20 cents, shall pay an *ad valorem* duty of 24 per cent., but if, &c., construed. *Kimball v. The Collector*, 436.

DEED. See *Corporeal Interest*; *Evidence*, 1, 10-14; *Implication*; *Patent*, 3-5.

A deed granting quarry lands in fee, subject to incorporeal rights expressly stated, is not to be construed so as to restrict further and by implication, absolute ownership. *Marble Company v. Ripley*, 340.

"DEVISE."

The term held not to be embraced by a penal act making void all "*sales, transfers, and conveyances* of any estate or property of persons engaged in armed rebellion against the United States," further, if at all, than as against the United States. *Corbett v. Nutt*, 464.

DURESS. See *Voluntary Bond*.

EJECTMENT.

Mortgagor cannot recover in against mortgagee in possession after breach of the condition, or against persons holding under him. *Brobst v. Brock*, 519.

ENTRY FOR CONDITION BROKEN.

Where a person makes such an entry on land as *prima facie* is a forfeiture of the owners and an invasion of their rights as such, the burden is on the party entering to show that his entry was justifiable. *Marble Company v. Ripley*, 339.

EQUITY. See *Evidence*, 9; *Negotiable Paper*, 1; *Practice*, 7, 21.

1. Will enjoin one partner from violating the rights of his copartner in partnership matters, although no dissolution of the partnership be contemplated. *Marble Company v. Ripley*, 339.
2. Will not decree specific performance of a contract:
 - (a) Against one party in favor of another who has disregarded his own reciprocal obligations in the matter. *Ib.*
 - (b) Nor where the duties to be fulfilled by the grantee are continuous and involve the exercise of skill, personal labor, and cultivated judgment. *Ib.*
 - (c) Nor where there is a want of mutuality in the contract. *Ib.*
 - (d) Nor where the party (a grantor) has a complete remedy at law. *Ib.*
3. Will not relieve a corporation against particular parts in its contracts, voluntarily and deliberately entered into, such parts being of the consideration on which the contract was made, because with lapse of time and change of circumstances they have become oppressive to it and more favorable to the other side than was anticipated, or because other unforeseen inconvenient results to the corporation follow. *Marble Company v. Ripley*, 339.
4. Injunction should not be more broad than required by the offence against which it is directed; that is to say, should not, in enjoining a defendant against doing what he has no right to do, enjoin him in such a way as may possibly prevent his doing that which he may properly do. *Ib.*
5. On bill by a State praying that a defendant be enjoined from asking payment of certain United States bonds belonging to it, unlawfully taken some time before from its treasury, and now redeemable, and for such other and further relief as the court may deem proper, it will follow a substituted security (new bonds bearing interest) given by the United States; the substitution having been made after the issue of process under the bill, though before service, by agreement between the holder of the bonds and the United States, in order that the party properly entitled, whoever he might be finally under the bill decided to be, should not lose interest; and the new bonds being held by a trustee for this purpose. *Texas v. Hardenberg*, 68.

EQUITY OF REDEMPTION. See *Mortgage*.

The equity of redemption of a mortgage is not extinguished by proceedings to foreclose the same during the war, when such proceedings were taken within the Union lines, whilst the defendants were absent in the Confederate lines and were prohibited from entering the Union lines. *Dean v. Nelson*, 158; *Railroad Company v. Trimble*, 367.

ERASURE. See *Evidence*, 1.

ESTOPPEL. See *Attachment, Suits in; Conclusiveness of Judgment.*

Where an agent (in this case the agent of an insurance company) has received a general circular from his company employing him, which contains in clear language the terms of his compensation, and has acted on that circular without complaint for several years, he is estopped to deny that he was employed on those terms. The production of a circular of prior date, with other terms as to compensation, does not alter the case. *Stagg v. Insurance Company*, 589.

EVIDENCE. See *Attachment, Suits in; Common Carrier; Conclusiveness of Judgments; Entry for Condition Broken; Mortgage, 3; Practice, 14.*

IN CASES GENERALLY.

1. On an objection to the admission of a deed because of an alleged erasure and interlineation apparent on its face, the court may properly admit the deed, leaving it to the jury to determine whether there was any alteration. *Little v. Herndon*, 26.
2. A concession which would have effect to bind a person when claiming under it and when it relates to one piece of property, has no effect when the person does not claim under it and when it relates to another. *The Schools v. Risley*, 91.
3. An account rendered and not objected to within a reasonable time, is to be regarded as admitted by the party charged, to be *prima facie* correct. *Wiggins et al. v. Burkham*, 129.
4. If certain items in such an account are objected to within a reasonable time, and others not, the latter are to be regarded as covered by such an admission. *Ib.*
5. What is to be regarded as a reasonable time is, when the facts are clear, a matter of law. Where the proofs are conflicting, it is a mixed one of law and fact, and in such cases the court should instruct the jury upon the several hypotheses of fact insisted on by the parties. *Ib.*
6. Between merchants at home, an account which has been presented, and no objection made thereto, after the lapse of several posts, is treated, under ordinary circumstances, as being, by acquiescence, a stated account. *Ib.*
7. But the court will not take notice judicially of the time which rail-cars require to run between different places, and of the frequency of the mails on such roads. They are matters which must be proved by proper testimony. *Ib.*
8. The office of a custom or usage in trade is to ascertain and explain the meaning and intention of the parties to a contract, whether written or in parol, which could not be done without the aid of this extrinsic evidence. It does not go beyond this, and is used as a mode of interpretation on the theory that the parties knew of its existence and contracted with reference to it. *Barnard v. Kellogg*, 383; *Stagg v. Insurance Co.*, 589.
9. An allegation in an answer entirely impertinent to the bill cannot be used as evidence for the defendant, even though the plaintiff neglect to file a replication. *Gunnell v. Bird*, 304.

EVIDENCE (*continued*).

10. A deed which referred to a plat of the land for one of the lines of the boundary, may be read in evidence to the jury without the production of the plat, subject to an identification of such line by competent evidence during the progress of the trial. *Deery v. Cray*, 263.
11. A deed which refers to such a plat for one line, or which authorizes the line to be run by a certain person according to such a plat, is not void for uncertainty on its face. *Ib.*
12. In case of such a deed made a great many years ago, though the plat is not produced, it is competent to show by other proof, written or parol, or both, that such a line existed and where it was located. *Ib.*
13. This may be shown by long possession on each side of the line evidenced by a fence, by the parol declarations of the parties holding under the deed on each side of the line, or by any facts which clearly establish the existence of such a line and its location. *Ib.*
14. Where a party having a good title in fee to lands gives a power of attorney to sell them, and the person having the power executes in proper form in behalf of his principal a conveyance, the facts that he was compelled to make the conveyance by a decree of court on a litigation consequent on a difference between himself and persons to whom he had contracted to sell, as to the terms of the contemplated sale, and on the trial gives no proof of the decree in connection with the deed, is no ground for rejecting the deed on a question between subsequent parties. *Hanrick v. Neely*, 364.
15. Although to establish the fact that a certain suit was brought, or the time of its commencement, the record of it may be used against one who was no party to it; yet only so much as is necessary for that purpose is admissible. Hence not depositions incorporated into such record, where the witnesses are competent, and can be procured in the second suit. Nor the answer of the defendant, the party against whom it is proposed to read it having been neither party to the former suit nor privy to a party. *Tappan v. Beardsley*, 427.

FACTOR. See *Principal and Agent*.

1. Where factors have made large advances, or incurred expenses on account of the consignment, the principal cannot by any subsequent orders control their right to sell at such a time, as in the exercise of a sound discretion, and in accordance with the usage of trade, they may deem best to secure indemnity to themselves and to promote the interests of the consignor; they acting, of course, in good faith and with reasonable skill. *Feild v. Farrington*, 141.
2. The refusal by the consignor to reply within a reasonable time after he received it, to a letter from his factors, stating that in order to meet the consignor's views they had not sold; giving him information about the state of the markets; expressing their judgment and their wish to sell, and *asking a reply, held* under particular circumstances to raise a presumption that the consignor approved of what his factors had done, so far as their letter informed him; and in the absence of anything to rebut that presumption, that the consignor was

FACTOR (*continued*).

to be regarded as having consented to whatever delay had occurred in effecting a sale, even though the delay was contrary to his directions. *Ib.*

3. But such receipt and non-acknowledgment held *not* to relieve the factors from a continuing obligation to sell within a reasonable time, all the circumstances of the case being considered; and at the best prices that could be obtained. *Ib.*
4. The rights and duties of a factor who has made large advances in favor of a consignor who alleges that he has given oral instructions to sell, but who does not reply to letters, such as above mentioned, on the subject of the agency, asking a reply, considered. *Ib.*
5. The questions proper to be submitted to a jury and the instructions proper to be given in such case stated. *Ib.*

FEE SIMPLE. See *Implication*.

FINAL DECREE.

What constitutes such decree, stated. *Stoval v. Banks*, 583.

GRAND RIVER.

In Michigan. How far "a navigable water of the United States." *The Daniel Ball*, 557.

GRANT BY IMPLICATION. See *Corporeal Interest*; *Implication*.

ILLINOIS.

1. A defendant claiming under a tax sale deed, under the Illinois statute of 21st February, 1861, must show not only a tax deed in proper form, but also a judgment under which the tax sale was made. *Little v. Herndon*, 26.
2. A deed for lands in, executed in Virginia and acknowledged in conformity with its laws at the time of execution, may be lawfully recorded in Illinois, and read in evidence without further proof of execution. *Ib.*

IMPLICATION.

A restriction upon absolute ownership in a grant of land having on it a quarry, where the grantees agree to deliver to the grantor, his heirs, &c., so long as they might want, a certain number of feet, per annum, of stone of certain kinds, for a partnership purpose (the grantor reserving a right of re-entry and of taking the stone himself, if the grantees do not fulfil their agreement), is not to be raised by implication. *Marble Company v. Ripley*, 340.

INCIDENTAL."

An agreement by a railroad company with a city (which was about to issue its own bonds as a loan of credit for the road, the road giving to the city an equal amount of bonds of the road), to pay "all and any expense incidental to the issue of any of the bonds" thereof, held not to include a payment of a tax laid on the bonds after they were issued; the city by its arrangements with the road being itself a gainer, and not standing in the exact position of a surety. *Baltimore v. Baltimore Railroad*, 544.

INCORPORATION.

The effect of incorporating certain persons, who as an unincorporated company had made a contract, considered in a special case, in respect of how far the identity of the unincorporated company was affected by the act of incorporating them. *People's Railroad v. Memphis Railroad*, 38.

INDIANS. See *Kansas Indians*; *Construction, Rules of*, 3.

INJUNCTION. See *Equity*, 1, 4.

INSTRUCTIONS. See *Practice*, 3, 4, 15, 16.

INSURANCE. See *Estoppel*.

A policy of insurance contained the usual covenant, that if the property was sold the insurance ceased, unless the consent of the insurer was given in writing to the sale. *Held*, that an indorsement on the policy by the assured, "Payable, in case of loss, to E. C. Bates" (the plaintiff), and under this, the indorsement by the insurer, that "Consent is hereby given to the above indorsement," did not imply either a knowledge or consent to the sale of the goods insured. *Bates v. Equitable Insurance Company*, 33.

INTERNAL REVENUE. See *Stamp*.

The 96th section of the Excise Act of June 30th, 1864, exempting from a tax laid on sundry articles of dress by section 95, construed. *Boylan v. United States*, 58.

INTERSTATE COMMERCE. See *Constitutional Law*, 1, 2, 3.

JUDGMENTS. See *Attachment, Suits in*; *Conclusiveness of Judgment*.

Validity of cannot be questioned collaterally in another suit for errors which do not affect the jurisdiction of the court that rendered it. *Cooper v. Reynolds*, 308; *Stoval v. Banks*, 583.

JUDICIAL KNOWLEDGE

Does not comprehend a knowledge of the time which rail-cars require to run between different places, and of the frequency of the mails on such roads. *Wiggins v. Burkham*, 129.

JUDICIAL SALE.

Made at the suit of a mortgagee, though irregular and no bar to the equity of redemption, passes the rights of the mortgagee as such. *Brobst v. Brock*, 519.

JURISDICTION.

1. A decree made within the Union lines, during the late rebellion, against a person absent in the Confederate lines (or confined as a rebel by the United States), and who was prohibited by the United States from being or coming where process could be served on him, is void. *Dean v. Nelson*, 158; *Railroad Company v. Trimble*, 367.

I OF THE SUPREME COURT OF THE UNITED STATES. See *infra*, 12, 13; *Final Decree*.

(a) It HAS jurisdiction.

JURISDICTION (*continued*).

2. Of a case, as on a final judgment, where a dismissal of a petition and exhibits, amounts, under the facts, to such a judgment; and where entries of "judgment rendered," and "judgment signed," made on such dismissal, were exhibited by the record. *New Orleans Railroad v. Morgan*, 256.
 - (b) It has not jurisdiction.
3. By virtue of its original jurisdiction, to entertain suit brought by a State against one of its own citizens. *Pennsylvania v. Quicksilver Company*, 553.
4. Nor, under the 25th section of the Judiciary Act, to review a decision of the highest court of the State, maintaining the validity of a law which it has been set up "impairs the obligation of a contract," when the law set up as having this effect was in existence when the alleged contract was made, and the highest State court has only decided that there was no contract in the case. *Railroad Company v. McClure*, 511.
5. Nor, under that section to review a decision of such a court, where was drawn in question the validity of a statute of a Territory. *Messenger v. Mason*, 507.
6. Nor, to do so where the authority of the United States, to which the State law is alleged to be opposed, has been left by the United States subject to modification by the State, and has been modified by the State law set up. *Ib.*
7. Nor, to review, as "an authority exercised under any State," the authority conferred by a State on its Supreme Court, to hear and determine cases. *Bethell v. Demaret*, 537.
8. Nor where the writ is defective in respect to parties. *Miller v. McKenzie*, 582.

II. OF THE CIRCUIT COURTS OF THE UNITED STATES.

9. A marshal of the United States sued in a State court after the 2d August, 1866, and convicted of a trespass in levying upon property not the defendant's in his writ, cannot remove the suit into the National courts either under the act of April 9th, 1866, or the act of March 3d, 1863, as a suit brought against him in a State court for a trespass made or committed during the rebellion by authority derived from an act of Congress. *McKee v. Rains*, 22.
10. They have jurisdiction between citizens of the same State—
 - (a) When the so-called suit is but a rule to show cause in a case where the jurisdiction confessedly existed, especially where the defendant in the rule has appeared, answered, and undergone judgment. *Reilly v. Golding*, 56.
 - (b) Or where it is a bill for injunction to restrain proceedings of garnishment against the complainant's property, instituted in a suit in the Circuit Court, on which jurisdiction thus existed; and also praying the benefit of a set-off against the garnishing creditors' demand. *Jones v. Andrews*, 327.
11. Under the act of February 28, 1839 (applicable to "any court of the United States") between citizens of different States, where the defendant is a non-resident of the district where the suit is brought, and

JURISDICTION (*continued*).

voluntarily appears, or even if not a necessary party, does not appear. *Ib.*

12. Allegation of citizenship is sufficiently made when it appears fairly, and in such a way as to leave no room for reasonable doubt, from any part of the bill or declaration, such as in the case of a bill, its title and prayer, of what States the respective parties are citizens. *Ib.*
13. But in a suit against a corporation it is NOT sufficiently made by an averment that the defendant is a body politic by the law of another State, named, and "doing business" in it. *Pennsylvania v. Quick-silver Company*, 553.

KANSAS INDIANS. See *Construction, Rules of*, 3.

Half breeds, reservees of land, under the treaty of June 3, 1825, have no authority, under the Act of Congress of May 26, 1860, to sell their reservations independently of the assent of the Secretary of the Interior. *Smith v. Stevens*, 321.

LACHES. See *Practice*, 5**LETTERS.**

Obligation of a consignor who alleges that he has given oral instructions to sell, to reply to those of his factor who has made advances, and asks a reply as to selling; the matter considered. *Feild v. Farrington*, 141.

LIEN. See *Counsel and Client*; *Maritime Lien*.**LOOKOUTS.**

The rule of navigation, which requires a special lookout, does not apply to a case where the absence of a lookout had nothing to do in causing the collision or loss. *The Farragut*, 334.

LOUISIANA.

The mode of proceeding in an attachment suit there against a surety on a forthcoming bond, given to obtain a release of property attached, being by rule to show cause, a jurisdiction existing in the Circuit Court will not be defeated because both parties to the rule are citizens of that State. *Reilly v. Golding*, 56.

MARITIME LIEN.

1. The doctrine of *The Grapeshot* (9 Wallace, 129), on this subject, that is to say, on the second point adjudged therein (pp. 133, 141) affirmed. *The Lulu*, 192; *The Kalorama*; *The Custer*, 204.
2. A maritime lien against a vessel for necessary repairs and supplies in a foreign port, may exist though the owner was there and gave directions in person for them; the same having been made expressly on the credit of the vessel. *The Guy* (9 Wallace, 758), affirmed. *The Kalorama*; *The Custer*, 204.
3. It is not displaced by a common law action for the value of the repairs and supplies; the action not being yet determined. *Ib.*

MARITIME PRIZE. See *Prize*.

MARSHAL OF THE UNITED STATES. See *Jurisdiction*, 9.

MERCHANTS' ACCOUNTS. See *Evidence*, 3-7.

MOHAMMEDAN POWERS. See *Consul of the United States*.

MORTGAGE. See *Equity of Redemption*; *Possession*.

1. A mortgagor of land, as between himself and his mortgagee, has only an equitable title. He cannot, therefore, recover in ejectment against the mortgagee in possession, after breach of the condition, or against persons holding possession under the mortgagee. *Brost v. Brock*, 519.
2. An irregular judicial sale made at the suit of a mortgagee, even though no bar to the equity of redemption, passes to the purchaser at such sale all the rights of the mortgagee as such. *Ib.*
3. No presumption of payment of a mortgage can arise from lapse of time against a mortgagee or his assigns in possession, when the mortgagor became insolvent and died before the debt fell due, and when his vendee of the equity of redemption also became insolvent before the maturity of the debt, removed from the State, and never afterwards returned. *Ib.*

MUNICIPAL BONDS.

Issued by a county having no power to issue them, are void, though negotiable in form. *Marsh v. Fulton County*, 676.

NATIONAL BANKS. See *Cashier of Bank*; *Principal and Agent*.

Their obligations for acts of their cashiers, considered under the Currency Act of 1864, and various provisions of that act passed upon. *Merchants' Bank v. State Bank*, 604.

"NAVIGABLE WATERS OF THE UNITED STATES."

Meaning of the terms within the intent of the acts of July 7, 1838, and August 30, 1852, defined. *The Daniel Ball*, 557.

NEGOTIABLE PAPER.

1. A party buying negotiable bonds of the United States with overdue coupons, is to be taken as affected with knowledge of prior equities when he purchases them after the date when they are redeemable, and for which the coupons run, knowing that the government, paying promptly all its bonds generally, objects at that time to redeeming these, and does not in fact redeem them or the overdue coupons, and where notice has been given in public papers of great circulation that payment of the bonds was forbidden, and that there was difficulty about them. *Texas v. Hardenberg*, 68.
2. The holder of a bank check cannot sue the bank for refusing payment in the absence of proof that it was accepted by the bank or charged against the drawer, nor does the fact that the check was properly drawn on a National bank (a public depository) by an officer of the government in favor of a public creditor, alter this rule. *Bank of the Republic v. Millard*, 152.
3. Cashiers of banks have power when acting *bonâ fide* and in the ordinary course of business, to certify as "good," checks drawn upon their respective banks and to bind them thereby. *Merchants' Bank v. State Bank*, 604.

NOTICE. See *Negotiable Paper*, 1.

PARTNERSHIP. See *Equity*, 1.

1. In stating partnership accounts, where one partner has had entire charge of the business, he is to be debited with the whole capital placed in his hands, as well as with the proceeds of sales realized by him. *Gunnell v. Bird*, 304.
2. If part of the capital consisted of stock, which has been used in the business, or disposed of and the proceeds charged against him, he should be credited with such stock as a disbursement, to the amount at which it was originally charged against him. *Ib.*

PATENT. See *Rescission of Contract*.

1. Where a roller in a particular combination had been used before without designs on it, and a roller with designs on it had also been used in another combination, it was not a patentable invention to place designs on the roller in the first-named combination. Such a change, with the existing knowledge in the art, involved simply mechanical skill, which is not patentable. *Stimpson v. Woodman*, 117.
2. A claim for arranging an elastic bed for printing designs, is not a claim for a design under the eleventh section of the act of March 2d, 1861, entitled "An act in addition to an act to promote the progress of the useful arts,"—but is a claim for a device. *Clark v. Bousfield*, 133.
3. A deed conveying "all one's property and estate, whatsoever and wheresoever, of every kind and description," carries patent rights and extensions, if the grantor own any. *Railroad Company v. Trimble*, 367.
4. A deed by which a patentee of an invention conveys all the right, title, and interest which he has in the "said invention," as secured to him by letters patent, and also all "right, title, and interest, which may be secured to him from time to time," the same to be held by the assignee for his own use and for that of his legal representatives, "to the full end of the term for which said letters patent are or may be granted," carries the entire invention and all alterations and improvements, and all patents whensoever issued and extensions alike, to the extent of the territory specified. *Ib.*
5. A grant by a patentee of an extension of a patent, before any extension has issued, will carry, if the terms of the grant be proper ones, the legal as well as the equitable interest in the patent. *Ib.*

PEDIS POSSESSIO. See *Possession*.

PENALTY. See *Contract*, 1, 2.

PLEADING. See *Jurisdiction*, 12, 13.

I. IN CASES GENERALLY.

1. The effect of an averment that an appeal required to be made within a particular term of time, was "duly" made, considered. *Braun v. Saurwein*, 219.
2. Under a statute which requires promissory notes to be stamped, making them void only when the stamp is omitted with intent to defraud

PLEADING (*continued*).

- the government of the stamp duty, a fraudulent omission cannot be taken advantage of on demurrer. *Campbell v. Wilcox*, 421.
3. An averment in a declaration that the defendants had made and delivered to the plaintiffs their promissory notes, implies that the instruments were at the time in the form and condition required by law. *Ib.*
 4. The filing of a plea to the merits after a demurrer is overruled, operates as a waiver of the demurrer. *Ib.*

POSSESSION.

- A mortgagee having a right to take possession of twenty-five different tracts of land, presumed to take possession of the whole, though in fact his actual occupancy did not extend beyond the limits of one; the tracts having been wild land, separated by no marks on the land, and when mortgaged mortgaged as an entirety. *Brobst v. Brock*, 519

PRACTICE. See *Appearance*; *Counsel and Client*.I. IN THE SUPREME COURT. See *Writ of Error*.(a) *In cases generally.*

1. Damages at the rate of 10 per cent. under Rule of Court No. 23, on affirmance,
 - i. Will NOT be given, where the law as recognized by the affirmance was not perfectly settled when the writ of error was sued out; though so settled when the affirmance was made. *McKee v. Rains*, 22; but
 - ii. WILL be given when it was so settled and the writ of error has been apparently taken for delay. *Campbell v. Wilcox*, 421.
2. A judgment will be affirmed, where there is no bill of exceptions, demurrer, or finding of facts. *Reilly v. Golding*, 56.
3. Where the bill of exceptions does not purport to set out all the evidence given in a case below, and it does not appear what other evidence, if any, was there given, this court will not reverse for an instruction whose correctness or want of it depends upon the state of the evidence; the terms of the instruction not necessarily implying that there were not facts in proof bearing upon the subject besides those of which the instruction was expressly predicated; and error not being matter to be presumed, but contrariwise. *Wiggins v. Burkham*, 129.
4. To warrant reversal there must not only be error found in the record, but the error must be such as may have worked injury to the party complaining. *Brobst v. Brock*, 519; *Deery v. Cray*, 263.
5. A reinstatement of a case once dismissed by consent refused chiefly on the ground of laches, notwithstanding assent by the other side. *Deming's Appeal*, 251.
6. The court will not review a general finding on a mass of evidence brought up. *Norris v. Jackson* (9 Wallace, 125) and *Flanders v. Tweed* (Ib. 425), affirmed. *Coddington v. Richardson*, 516.
7. All the parties against whom a joint judgment or decree is rendered must join in the writ of error or appeal, or it will be dismissed, ex-

PRACTICE (*continued*).

- cept sufficient cause for the nonjoinder be shown. *Masterson v. Hern don*, 416.
8. Modern mode of proceeding on error or appeal in such judgments, where one of the parties refuses to join in the writ or appeal, stated *Ib.*
 9. Refusal under special circumstances to dismiss an appeal by the United States from a distant Territory, though, contrary to the usually obligatory rule of practice, a transcript of the record had not been filed in this court until about two years after the end of the next term after the allowance of the appeal. *United States v. Vigil*, 423.
 10. Where, on a certificate of division from a Circuit Court, this court is equally divided in opinion, the case will be remitted to the court below for the purpose of enabling it to take such action as it may be advised. *Hannauer v. Woodruff*, 482.
 11. Prohibition from this court to a District Court does not lie except where the latter court is proceeding strictly as a court of admiralty. *Ex parte Graham*, 541.
 12. A writ of error dismissed as defective in respect to parties, where the suit was against four persons by name, and the writ recited that it was against two which it named, "and others." *Miller v. McKenzie*, 582.
 13. A decree which adjudges a certain sum of money to be due from an administrator to each of the distributees of his intestate's estate is a final decree; and its character as such not destroyed by some added directions. *Stoval v. Banks*, 583.
 (b) *In Equity*. See *Equity*, 4; *infra*, 17-21.
 (c) *In Admiralty*. See *supra*, 11.
 14. When a motion is made by an appellant to examine witnesses in this court in an appeal in admiralty, the appellant should show some excuse satisfactory to this court, why he failed to examine them in the courts below. *The Mabey*, 419.
- II. IN CIRCUIT AND DISTRICT COURTS. See *Abatement of Action*; *Jurisdiction*, 1; 9-11.
15. Where the instructions given to the jury are sufficient to present the whole controversy to their consideration, and they are framed in clear and unambiguous terms, it is no cause for the reversal of a judgment to show that one or more of the prayers for instruction presented by the losing party and not given by the court were correct in the abstract. *The Schools v. Risley*, 91.
 16. When, from conflicting proofs, a question,—such as *ex. gr.* what is "reasonable time"—is a mixed one of law and fact, the court should instruct the jury upon the several hypotheses of fact insisted on by the parties. *Wiggins v. Burkham*, 129.
 (b) *In Equity*. See *Equity*, 4; *supra*, 13.
 17. It is a gross irregularity to hear a case without some terms imposed, on an amended bill filed after replication, without leave of the court. *Washington Railroad v. Bradleys*, 299.

PRACTICE (*continued*).

18. So it is an irregularity to go to hearing without replications to answers. *Ib.*
19. A petition by "way of cross-bill," which makes nobody defendant, which prays for no process, and under which no process is issued, is a nullity. *Ib.*
20. A decree on such a bill, praying the reverse of what the original bill prayed, is fatally erroneous. Nor will the fact that objection was not made below cure a combination of errors so large and so grave as above indicated. *Ib.*
21. Motion made on the foot of a decree against a defendant to compel an account, when the decree, by its terms, limited the accounting to the date of service of process in the suit, denied, where the property for which the account was asked was received (if received at all) after such service, and where, in addition, the original decree, which charged all those defendants against whom proofs existed, did not charge the one now sought to be charged, and where the proofs on the motion were no other than the proofs at the original hearing. *Texas v. Chiles*, 127.
(*c*) *In Admiralty*. See *Salvage*, 1-3; *supra*, 14.
22. A libel for salvage may be filed in the name of the master and owners of the salving vessel, although the master may himself make no claim. *The Blackwall*, 1.
23. Parties entitled to salvage because their property—a vessel—has been used in effecting the salvage, do not lose their right because other parties, who used it and were thus, perhaps, also entitled, have made no claim, and, being bound by official duty to work in effecting the salvage had, perhaps, no right to make a claim. *Ib.*
24. Lien for salvage against the United States may be enforced by proceeding *in rem*. When the property is not in the possession of the government, and the effect of the proceedings is only to compel the government to come in and assert its claim. *The Davis*, 15.

PRESUMPTION. See *Mortgage*, 3; *Possession*.

PRESUMPTION OF PAYMENT. See *Mortgage*, 3.

PRINCIPAL AND AGENT. See *Factor*.

1. Evidence of powers habitually exercised by a cashier of a bank with its knowledge and acquiescence, defines and establishes, as to the public, those powers, provided that they be such as the directors of the bank may, without violation of its charter, confer on such cashier. *MERCHANTS' BANK v. STATE BANK*, 604.
2. Where the authority of the agent is left to be inferred by the public from powers usually exercised by the agent, it is enough if the transaction in question involves precisely the same general powers, though applied to a new subject-matter. *Ib.*

PRINCIPAL AND SURETY. See *Action*, 2.

1. Sureties in an administration bond are bound by a decree against their administrator finding assets in his hands, and nonpayment of them

PRINCIPAL AND SURETY (*continued*).

over, to the same extent to which the administrator himself is bound. *Stovall v. Banks*, 583.

2. The fact that the liability of a party who appears as a principal debtor is really and as respects the true debtor but a secondary liability, and that evidences of debt issued were issued chiefly for the accommodation of such real debtor, does not give to the other party the complete equitable rights of a surety, if he himself may also be a gainer by the operations entered into. *Baltimore v. Baltimore Railroad*, 543.

PRIZE.

Maritime does not exist where the capture is on "inland waters" of the United States. *The Cotton Plant*, 577.

PUBLIC LAW. See *Consul of the United States*.

PUBLIC SCHOOLS. See *St. Louis*.

QUANTUM VALEBAT.

A bank is liable under, when its cashier without authority purchases coin which goes into its funds. *Merchants' Bank v. State Bank*, 604.

RATIFICATION.

None of void instruments. *Marsh v. Fulton County*, 676.

REASONABLE TIME.

What is to be regarded as a reasonable time is, when the facts are clear, a matter of law. Where the proofs are conflicting, it is a mixed one of law and fact; and in such cases the court should instruct the jury upon the several hypotheses of fact insisted on by the parties. *Wiggins v. Burkham*, 129.

REBELLION, THE. See *Contract*, 1, 2; *Constitutional Law*, 5; *Jurisdiction*, 1, 9.

1. The equity of redemption of a mortgage is not extinguished by proceedings to foreclose the same during the war, when such proceedings were taken within the Union lines, whilst the defendants were absent in the Confederate lines and were prohibited from entering the Union lines. *Dean v. Nelson*, 158, and see *Railroad Co. v. Trimble*, 367.
2. The voluntary residence of a person within the Confederate lines during the late rebellion, did not incapacitate him, under the act of July 17th, 1862, from making a last will and testament, further, if at all, than as against the United States. *Corbett v. Nutt*, 464.

REDEMPTION FROM TAX SALES. See *Construction, Rules of*, 5; *Tax Sales*.

REMOVAL OF CASES. See *Jurisdiction*, 9.

RESCISSION OF CONTRACT.

Held after the death of a party to have been effected where nothing was ever done during life to give effect to it. *Railroad Co. v. Trimble*, 367.

RES JUDICATA. See *Attachment, Suits in*; *Conclusiveness of Judgment*.

RESTRICTION.

Upon absolute ownership in a grant in fee not to be raised by implication
Marble Company v. Ripley, 340.

RIPARIAN RIGHTS.

1. May be interfered with by ancient passageway along the bank. *Risley v. Schools*, 91.
2. Can't be established by mere calls in deeds from private parties. *Ib.*
3. Give right of access to navigable parts of the river, and to make wharves. *Yates v. Milwaukee*, 497.
4. Are property. *Ib.*

ST. LOUIS.

1. Eastern boundaries of declared. *The Schools v. Risley*, 91.
2. Certain lands not included in her school reservations by the act of June 13, 1812. *Ib.*

"SALES, TRANSFERS, AND CONVEYANCES."

These terms, in a penal statute, held not to include a devise. *Corbett v. Nutt*, 464.

SALVAGE. See *Practice*, 22-24.

1. Corporations may be entitled to. *The Blackwall*, 1.
2. As also the owners of a tug carrying ordinary fire-engines under direction of the fire department of a city, and saving a vessel on fire. *Ib.*
3. One-twentieth of the value saved allowed to the owners of such tug. *Ib.*
4. Non-prosecution of their claim by one set of salvors enures to the benefit of the owners of the vessel. *Ib.*
5. Personal property of the United States on a vessel is liable for. And a lien for, may be enforced by proceeding in, when process of the court can be executed without disturbing the possession of the government, though it cannot be either by suit against the United States, or by proceeding *in rem*, when the possession of the property can be had only by taking it out of the actual possession of the officers of the government. *The Davis*, 15.

SOVEREIGNTY. See *Salvage*, 5.SPECIFIC PERFORMANCE. See *Equity*, 2.

STAMP.

As for acceptance, not required in bank checks marked "Good." *Merchants' Bank v. State Bank*, 605.

STATED ACCOUNT.

When an account between merchants at home is treated as such. *Wiggins v. Burkham*, 129.

STATUTE OF LIMITATIONS.

When the running of, to the right to sue, has been suspended by an enforced cause not mentioned in the statute itself, the operation is suspended only during the existence of such cause. *Braun v. Saurwein*, 218.

STATUTES OF THE UNITED STATES.

The following, among others, referred to, commented on, or construed.

September 24, 1789. See *Jurisdiction*, 2-8, 10, 12, 13.

May 1, 1810. See *Consul of the United States*.

June 13, 1812. See *St. Louis*.

July 4, 1836. See *Patent*.

June 12, 1838. See *Jurisdiction*, 5, 6.

July 7, 1838. See *Navigable Waters of the United States*.

February 28, 1839. See *Jurisdiction*, 11; *Appearance*.

August 30, 1852. See *Navigable Waters of the United States*.

March 1, 1855. See *Consul of the United States*.

March 3, 1857. See *Customs of the United States*.

May 26, 1860. See *Kansas Indians*.

March 2, 1861. See *Patent*.

June 7, 1862. See *Tax Sales*.

July 17, 1862. See *Devise; Practice*, 11; *Rebellion*.

March 3, 1863. See *Jurisdiction*, 9.

June 3, 1864. See *National Banks*.

June 30, 1864. See *Breaches; Construction, Rules of*, 4; *Internal Revenue*.

July 2, 1864. See *Prize*.

February 27, 1865. See *Abatement of Action; Constitutional Law*, 8.

March 3, 1865. See *Practice*, 6; *Tax Sales*, 3.

April 9, 1866. See *Jurisdiction*, 9.

July 13, 1866. See *Pleading*, 3; *Statutes of Limitations*.

August 18, 1866. See *Consul of the United States*.

STATUTES, RULES OF CONSTRUCTION OF. See *Construction, Rules of*.

STATUTORY BOND. See *Breaches; Voluntary Bond*.

How far deviations from the form prescribed by statute may be made, and, if the bond be voluntarily given, its obligation remains. *United States v. Hodson*, 395.

SUITS.

Original, and supplementary or defensive, distinguished. *Reilly v. Golding*, 56; *Jones v. Andrews*, 327.

SURETY. See *Principal and Surety*.

TARIFF. See *Customs of the United States*.

TAXATION. See *Constitutional Law*, 2; *Construction, Rules of*, 4, 5; *Tax Sales*.

TAX SALES. See *Construction, Rules of*, 5; *Illinois*, 1.

1. The act of June 7th, 1862, "to collect taxes in insurrectionary districts," authorizes redemption by a party furnishing *prima facie* evidence of possessing the character which entitles him under the act to redeem. *Corbett v. Nutt*, 464.
2. Does not require, as a condition of recovery, where land has been

TAX SALES (*continued*).

redeemed, the forwarding to the Secretary of the Treasury of a certificate of redemption, &c. *Ib.*

3. The 7th section of the act of March 3d, 1865 (amendatory of the above-cited one), applies only to owners seeking in person to redeem. *Ib.*

TERMS.

Meaning of particular. See "*Devise*;" "*Incidental*;" "*Navigable Waters of the United States*;" "*Sales, Transfers, and Conveyances*."

UNITED STATES.

A case stated where she cannot set up her immunity from suit *in rem* by an individual. See *supra*, *Salvage*, 5.

USAGE. See *Evidence*, 8.

"VOLUNTARY BOND."

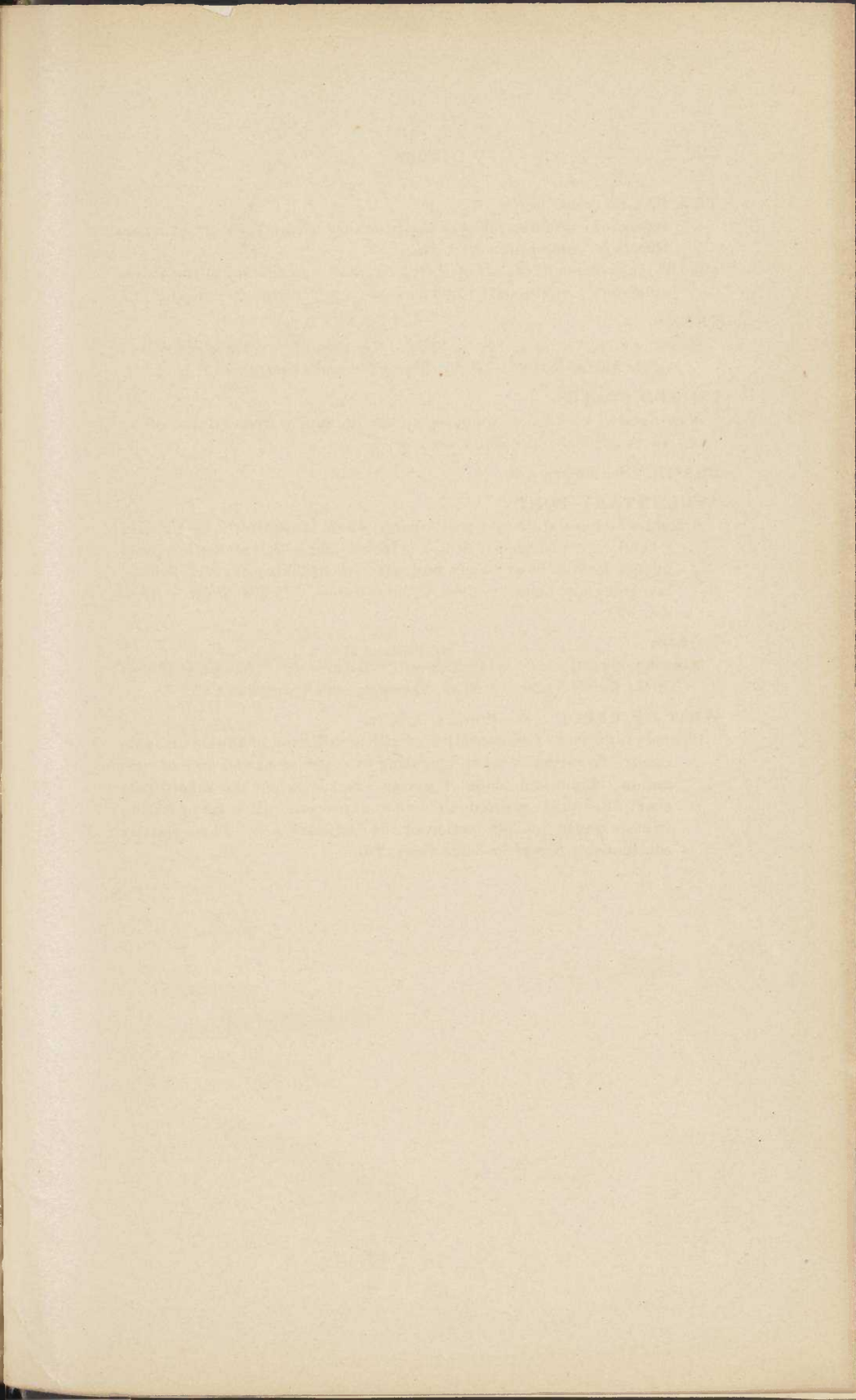
A bond which a statute says that a party whom it requires to be licensed "shall" give before his license is issued, and which makes it a penal offence for him to exercise a business without taking out such license, is a voluntary bond, if given without duress. *United States v. Hodson*, 395.

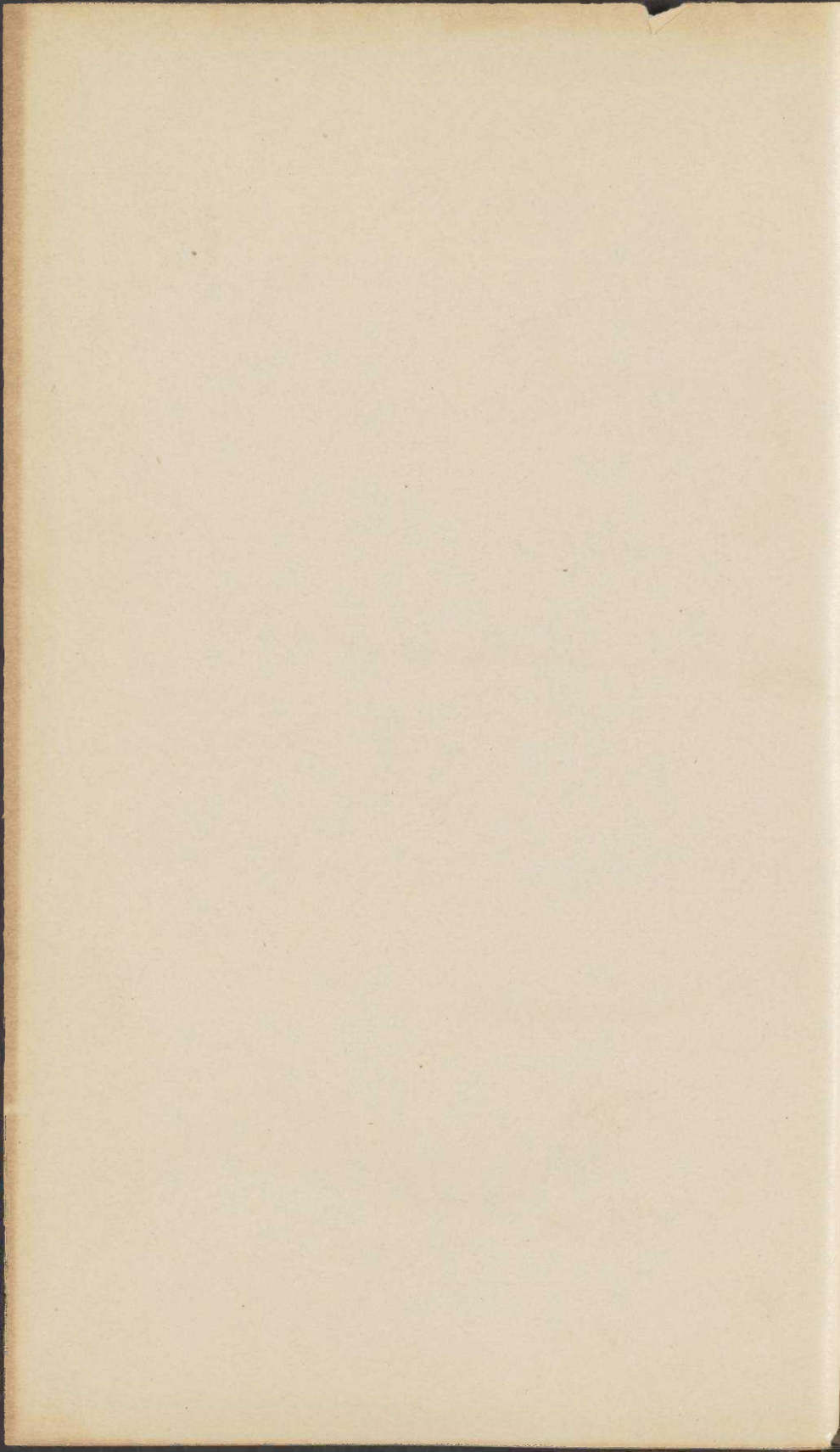
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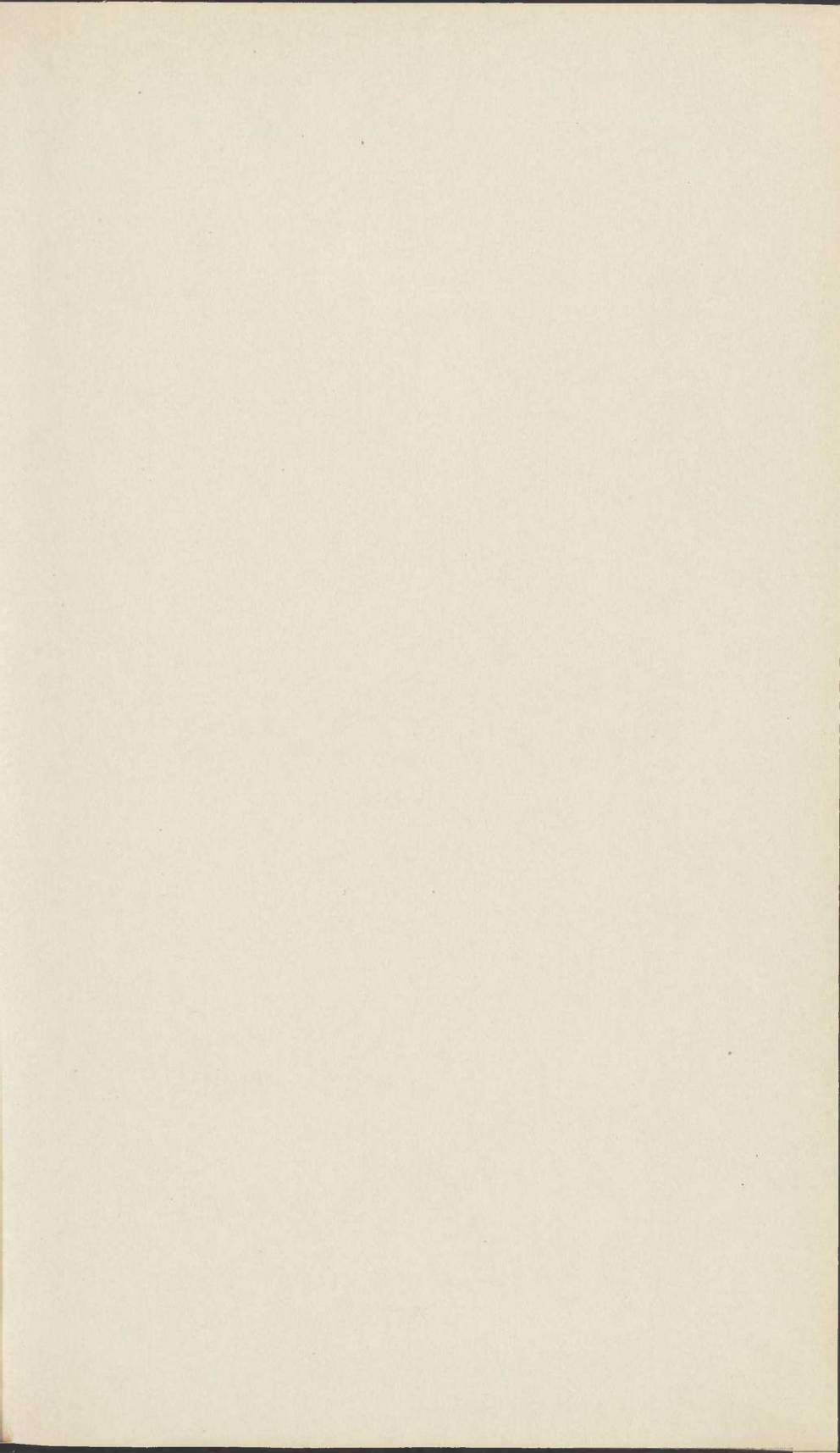
Meaning of particular. See "*Devise*;" "*Incidental*;" "*Navigable Waters of the United States*;" "*Sales, Transfers, and Conveyances*."

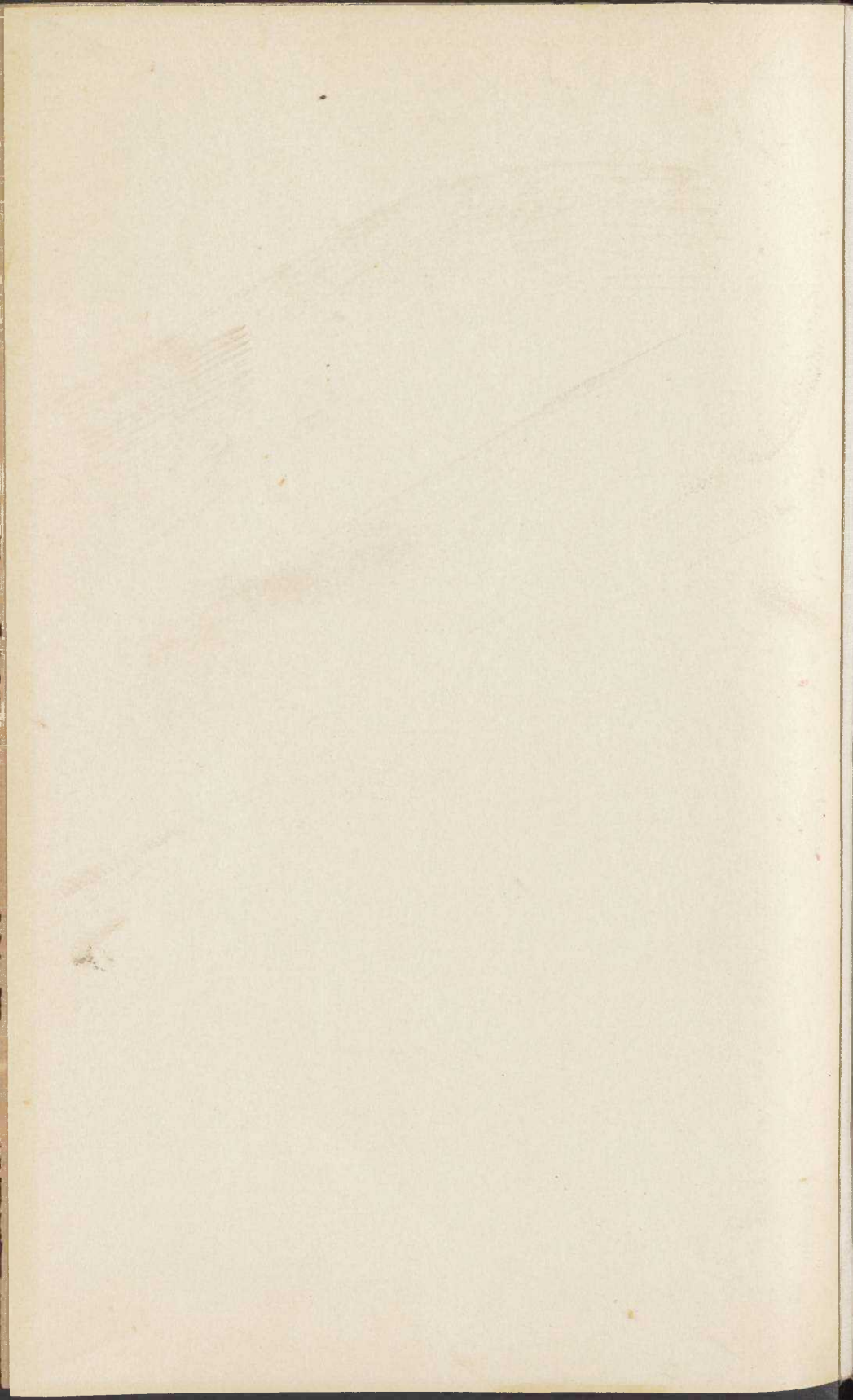
WRIT OF ERROR. See *Practice*, 7, 8, 12.

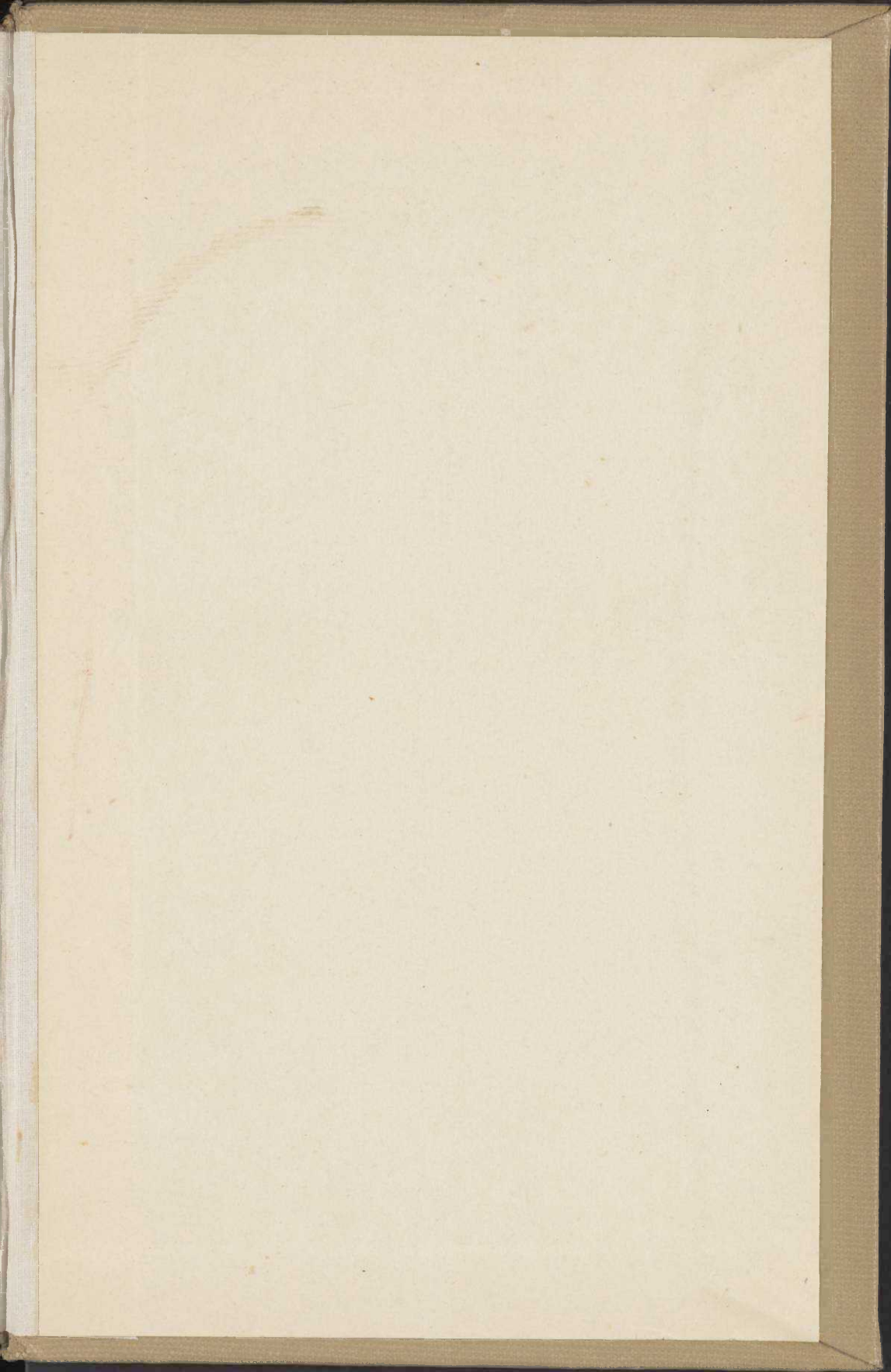
Its effect (and that of an appeal) upon the jurisdiction of the subordinate court. In virtue of what, operating as supersedeas and stay of execution. Time and mode of giving effect to, when the subordinate court afterwards proceeds to issue final process. How far operating in cases under the 25th section of the Judiciary Act. These matters considered. *Slaughter-house Cases*, 273.











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