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2. A steamer having a very large tow, and approaching a place where, from the number of vessels in the water, and the force of counter currents, navigation with such a tow is apt to be dangerous, but with a small one is less so—bound to proceed with great care, and if within two or three miles of the place, though not nearer, she can divide her tow, she is bound to divide it. *The Steamer Syracuse*, 167.
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4. When a vessel is sailing in close proximity to other vessels, the fact that her hands are engaged in reefing her mainsail is no sufficient excuse for failure to keep a lookout, or to take such precautions as are needful to avoid collisions. *Thorp v. Hammond*, 408.
5. One of several general owners, who sails a vessel on shares, under an arrangement between himself and the other owners, whereby he in

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effect has become the charterer, is to be considered the owner "*pro hac vice*," and, as such, is liable personally for a tortious collision with another vessel. *Ib.*

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1. Congress has power to make notes of the United States a legal tender in payment of all debts, public and private. *Legal Tender Cases*, 457.
2. A State statute imposing a discriminating tax on non-resident traders is void. What constitutes such tax shown. *Ward v. Maryland*, 418.
3. Taxes cannot be imposed by a State upon vessels owned by its citizens, "at so much per ton of the registered tonnage." *State Tonnage Tax Cases*, 204.
4. Nor is the case varied by the fact that the vessels were exclusively engaged in trade between places within the State. *Ib.*

CONTINUANCE. See *Practice*, 9.

CONTRACT. See *Insurance*, 6; *Public Policy*.

1. There were three points along a river course, the highest A., the next B., the last C. *Held*, that a party having by contract a right to transport with the United States government goods from B. to C., and to and from all points between them, when the transportation was to be by water, did not have a right to transport such goods from B. to C. when the government, transporting from A. to C. touched at B., but did not discharge there, although such transportation necessarily involved (as a greater includes a less) a transportation between B. and C. *Scott v. United States*, 443.
2. Army regulation No. 1002 does not apply to contracts on behalf of the United States, which require for their validity the approval of the Secretary of War. *United States v. Burns*, 246.

CORPORATION. See *Municipal Corporation*.

COURT AND JURY. See *Direct Tax Commissioners*, 3.

COURT OF CLAIMS. See *Practice*, 9.

1. A claim for property accidentally destroyed in the bombardment and burning of a town, by the naval forces of the United States, is not of itself within the jurisdiction of the. *Perrin v. United States*, 315.
2. Not bound by any special rules of pleading. *United States v. Burns*, 247.

CUSTOMS OF THE UNITED STATES.

Under the 6th section of the act of March 3d, 1865, relating to importation of goods, &c., the growth of countries east of the Cape of Good Hope, when imported from countries west, a duty of 10 per cent. is chargeable on them when imported from places west, though no duty was payable when imported from places east. *Sturges v. The Collector*, 19.

DIRECT TAX COMMISSIONERS.

1. Certificate signed by only two of those appointed under the act of June 7, 1862, is not void, and is admissible in evidence. *Cooley v. O'Connor*, 391.
2. The act contemplates a certificate of sale, though the United States becomes the purchaser. *Ib.*
3. Whether there has been a sufficient advertisement is a mixed question of law and fact. *Ib.*

DURESS.

1. A deed procured through fear of loss of life, produced by threats of the grantee, may be avoided for. *Baker v. Morton*, 150.
2. Acceptance from the government of a smaller sum than one claimed, in full of such one (the acceptance being without force or intimidation, and with a full knowledge of all the circumstances), does not leave the government open to further claim on the ground of duress.

DURESS (*continued*).

because the sum was so large that the claimants were induced by their want of the money to accept the less sum in full. *United States v. Child*, 232.

EQUITY. See *Estoppel; Mortgage; Practice*, 20.

1. A judgment being but a general lien and the creditor under it obtaining no incumbrance but on such estate as his debtor really had, the equity of such creditor gives way before the superior right of an owner in the land who had conveyed it to the debtor only by duress and who never parted with possession. *Baker v. Morton*, 150.
2. A deed, absolute on its face, made by nephews and nieces, with their mother, to an uncle—a debt to the uncle from them being at the time of the deed secured by mortgage on part of the premises—held to be but a mortgage. *Villa v. Rodriguez*, 323.
3. A vendee cannot defend as a *bonâ fide* purchaser without notice, against an unrecorded mortgage, where his rights lie in an executory contract; nor where he has a right to call for no deed but that of a "quit-claim." *Ib.*

ESCAPE. See *Sheriff*.**ESTOPPEL.**

1. Where a party having an inchoate title to land gave a power to "sell and convey" it, declaring, however, in the power, subsequently, that the attorney was authorized "to sell and convey such interest as I have and such title as I may have, and no other or better title," and that he would not hold himself "personally liable or responsible" for the acts of his attorney in conveying the land, "beyond quit-claiming whatever title I have," and the party afterwards acquired complete title, and the attorney conveyed by quit-claim for full consideration, which consideration passed to the principal, *Held*, that the grantor could not, six years afterwards, disavow the act of his attorney and convey the land to another person. *Smith v. Sheeley*, 358.
2. Although under the act of Congress of July 1st, 1863, a bank created by a Territorial legislature cannot legally exercise its powers until the charter creating it is approved by Congress, yet a conveyance of land to it, if the charter authorize it to hold land, cannot be treated as a nullity by the grantor who has received the consideration for the grant, there being no judgment of ouster against the corporation at the instance of the government. *Ib.*
3. Silence of a party works no estoppel, unless it have misled another to his hurt. *Railroad Company v. Dubois*, 47.

EVIDENCE.**I. IN CASES GENERALLY.**

1. Where a court on the preliminary examination of a witness can see that he has that degree of knowledge of a party's handwriting which will enable him to judge of its genuineness, he should be permitted to give to the jury his opinion on the subject, though he have never

EVIDENCE (*continued*).

- seen the party write nor corresponded with him. *Rogers v. Ritter*, 317.
2. Where it appeared by affidavits filed by the appellant, who was claimant below, in a collision case, that it was probable that two witnesses for the libellant received, before testifying, a promise from him for the payment of a sum of money in the event that the case should be decided in his favor, and that the appellant ascertained the fact after the appeal, the court ordered a commission, under the 12th rule, to take the testimony of such witnesses relative to said agreement. *The Western Metropolis*, 389.
 3. The courts of the United States will take judicial notice of the public laws of the several States; and, in Indiana, by virtue of statute there, of the private as well as public laws of that State. *Railroad Co. v. Bank of Ashland*, 227.
 4. In trespass to real property brought to try the title, a freehold or a mere possessory right in the defendant may be given in evidence under the general issue. *Cooley v. O'Connor*, 391.

II. IN PATENT CASES.

5. The novelty of a patented invention cannot be assailed by any other evidence than that of which the plaintiff has received notice. Hence the state of the art, at the time of the alleged invention, though proper to be considered by the court in construing the patent, in the absence of notice, has no legitimate bearing upon the question whether the patentee was the first inventor. *Railroad Company v. Dubois*, 48.

"FINAL DECREE."

What constitutes such decree stated. *French v. Shoemaker*, 86.

FORGERY.

The loss occurring by the acceptance of a forged bill falls on the acceptor
The doctrine illustrated. *Hoffman & Co. v. Bank of Milwaukee*, 181.

GENERAL AVERAGE. See *Average*.

HANDLIN, W. W. See *Rebellion, The*, 8.

HANDWRITING. See *Evidence*, 1.

IMPLIED PROMISE.

By a collector of taxes, to repay taxes paid under protest, not inferable when statute makes it his unqualified duty to pay over to government at once what he collects. *The Collector v. Hubbard*, 1.

INSANITY.

1. A sufficient excuse for failure to make an affidavit required by a policy of insurance previous to payment for a loss. *Insurance Companies v. Boykin*, 433.
2. No defence to payment of loss, if affidavit of the party insane contains the information necessary. *Ib.*

INSURANCE. See *Pleading*, 5, 6; *Practice*, 18; *Principal and Agent*, 1.

1. When two causes of loss concur, one at the risk of the assured and

INSURANCE (*continued*).

- the other insured against, or one insured against by A. and the other by B., if the damage caused by each peril can be discriminated, it must be borne proportionably. *Insurance Company v. Transportation Company*, 194.
2. But if the damage caused by each peril cannot be distinguished from that caused by the other, the party responsible for the predominating efficient cause, or that which set in operation the other incidentally to it, is liable for the loss. *Ib.*
 3. An insurance upon a steamer against fire, "except fire happening by means of any invasion, insurrection, riot, or civil commotion, or of any military or usurped power," is an insurance against fire caused by collisions. *Ib.*
 4. Underwriters against fire are responsible for a loss occasioned by the sinking of a vessel insured when caused by fire (though the fire itself be the result of a collision not insured against), if the effect of the collision without the fire would have been only to cause the vessel to settle to her upper deck, and that be a case in which she might have been saved. *Ib.*
 5. A condition in a policy making the policy void in case the assured kept gunpowder, phosphorus, saltpetre, and benzine on the premises: *Held*, under the punctuation of the policy, to mean "in quantities exceeding a barrel;" this being a more reasonable construction than one which made the policy void if there was *any* quantity, however small, of these articles, on the premises. *Insurance Company v. Slaughter*, 404.
 6. When insurance companies restrict, by conditions subsequently stated, the liability which the policy in its body appears to create, they should set forth these restrictions in terms which cannot admit of controversy, and should print these restrictive clauses in type large enough to arrest the attention of the assured. Nonpareil criticized as not being so. *Ib.*

INTERNAL REVENUE. See *Direct Tax Commissioners*; *Implied Promise*.

1. The provision in the 19th section of the act of July 13th, 1866, relating to bringing of suits to recover taxes as illegally assessed, operates on all suits brought subsequently to the time fixed for the act to take effect, and on suits in State courts; and this though the transactions sued for occurred prior to its passage. *The Collector v. Hubbard*, 1.
2. The 117th section of the Internal Revenue Act of 1864 requiring stockholders, in companies mentioned in it, to return gains and profits to which they should be entitled, whether divided or *otherwise*, embraces profits not divided and invested partly in real estate, machinery, and raw material, and partly applied to payment of debts incurred in previous years. *Ib.*

JURISDICTION. See *Court of Claims*, 2; *Practice*, 11; *Rebellion*, 2.**I. OF THE SUPREME COURT OF THE UNITED STATES.****(a) It HAS jurisdiction—**

1. Upon a decree in the Circuit Court for a sum less than \$2000, "with

JURISDICTION (*continued*).

interest from a date named," provided that the sum for which the decree is given and the interest added to it together exceed \$2000. *The Patapsco*, 451.

2. As of a "final decree," where the whole law of a case before a Circuit Court is settled by a decree, and nothing remains to be done, unless a new application shall be made at the foot of the decree. *French v. Shoemaker*, 86.
3. Under the twenty-fifth section, where a plaintiff in error set up, in the court below, that he was entitled to have a note held by him, made by the defendant in error, paid in gold or silver coin, under the Constitution, upon a proper construction of various clauses of that instrument, and the decision of the court below was against the right thus set up. *Roosevelt v. Meyer* (1 Wallace, 512), overruled. *Trebilcock v. Wilson et ux.*, 687.

(b) It has NOT jurisdiction—

4. As under the twenty-fifth section of the Judiciary Act, in the case of an agreement made between two States, in pursuance of an act of Congress, the decision of the highest State court to which the writ of error was issued having been not upon the act of Congress but upon the agreement. *People v. Central Railroad*, 455.
5. Nor under that section (where the objection is that the decision has been in favor of some State statute, objected as obnoxious to some of the grounds set forth in the twenty-fifth section), if the judgment of the State court would have been the same without the aid of the special statutory provisions assailed by the plaintiff in error; and where the judgment does not give effect to some State statute, or State constitution, which comes within the grounds. *Knox v. Exchange Bank*, 379.
6. Nor of a judgment of a Circuit Court in ejectment, where the record stated that the land for which the suit was brought was "of the value of \$500 and over." *Parker v. Latey*, 390.
7. Nor of a proceeding in its essence an equitable one (as the foreclosure of a mortgage), brought here by writ of error instead of appeal; not even when the case comes from Louisiana. *Walker v. Dreville*, 440.
8. Nor of decisions of the Circuit Courts exercising but a supervisory jurisdiction, under the second section of the Bankrupt Law. *Hall v. Allen, Assignee*, 452.

II. OF THE CIRCUIT COURTS OF THE UNITED STATES.

9. The courts have no jurisdiction under the act of March 12th, 1863, commonly known as the Abandoned and Captured Property Act, where both parties are citizens of the same State. *Mail Company v. Flinders*, 130.

JURY AND COURT. See *Direct Tax Commissioners*, 3.

LEGAL TENDER.

1. The acts of Congress known as the Legal Tender are constitutional, when applied to contracts made before their passage. *Hepburn v. Griswold* (8 Wallace, 603), on this point overruled. *Legal Tender Cases*, 457.

LEGAL TENDER (*continued*).

2. They are also valid as applicable to contracts made since. *Ib.*
8. When a contract by its terms calls for the payment of "specie," it cannot be discharged by the notes of the United States now known as "greenbacks" or "legal tenders." *Trebilcock v. Wilson et ux.*, 687.

LIEN. See *Equity*, 1; *Mortgage*, 2.

LIMITATION.

1. The beginning and termination of the late rebellion in reference to acts of limitation, are to be determined by some public act of the political department. *The Protector*, 700.
2. The war did not begin or close at the same time in all the States. Dates of beginning and ending in different States how fixed. *Ib.*

LOUISIANA. See *Handlin, W. W.; Practice*, 20.

The statute of July 28th, 1866, relative to the transfer of cases from, to the Circuit and District Courts of the United States, construed. *Edwards v. Tanneret*, 446.

MORTGAGE.

1. A deed on its face, absolute, held to be but a mortgage, under special circumstances, and where the parties stood in the relation of debtor and creditor. *Villa v. Rodriguez*, 323.
2. What interest those by railroad companies, whose terms embrace future acquired property, cover; and how far others are displaced. *United States v. New Orleans Railroad*, 362.

MOTION. See *Captured and Abandoned Property*.

MUNICIPAL CORPORATION.

Where the issue of bills as a currency (except by banking institutions) is prohibited, a municipal corporation has no power, without express authority, to issue such bills; and if it does issue them, the holders thereof cannot recover the amount, either in an action on the bills themselves, or for money had and received. Especially where the receiving, as well as issuing, of unlawful bills is prohibited by statute. *Thomas v. City of Richmond*, 349.

NEGOTIABLE PAPER. See *Municipal Corporation; Ohio; Usury*.

The loss from acceptance of a forged bill falls on the acceptor. *Hoffman & Co. v. Bank of Milwaukee*, 181.

NEW ORLEANS.

Provisional Court of. Statute relating to transfer of cases from to Circuit and District Courts, construed. *Edwards v. Tanneret*, 446.

NEW YORK. See *Usury*, 5.

NEW TRIAL. See *Practice*, 10.

OHIO.

Statutes of, by construction, authorize railroad companies of all the States to sell their bonds and notes at such prices as they please. *Railroad Company v. Bank of Ashland*, 226.

OPINIONS OF THE COURT,

Will not, as a general thing, go into grounds and reasons of the judgment on appeals involving questions of fact, where two courts below have both decided in the same way. *The Spray*, 366.

PARTICULAR AVERAGE. See *Average*.

PATENTS. See *Evidence*, 5.

I. GENERAL PRINCIPLES RELATING TO.

1. It is not a bar to an action for an infringement of a patent, that before making his application to the Patent Office, the patentee had explained his invention orally to several persons, without making a drawing, model, or written specification thereof, and that subsequently, though prior to his application for a patent, the defendant had devised and perfected the same thing, and described it in the presence of the patentee, without his making claim to it. *Railroad Company v. Dubois*, 47.
2. Silence of a party works no estoppel, unless it has misled another party to his hurt. *Ib.*

II. CONSTRUCTION OF PARTICULAR.

3. Dubois's, of September 23d, 1862, "for building piers for bridges, and setting the same." *Held*, to be for a device or instrument used in a process, and not for the process itself. *Railroad Company v. Dubois*, 47.

PENSIONS.

Under the act of Congress of 23d of February, 1853, granting to widows of Revolutionary soldiers, who were married subsequently to January, A. D. 1800, the widows take only from the date of the act. *United States v. Alexander*, 177.

PLEADING. See *Captured and Abandoned Property*; *Auditâ Querelâ*.

I. IN CASES GENERALLY.

1. The principle of pleading that a demurrer, after several pleadings, reaches back to a defective declaration, has no application where the defect is one of form simply. *Railroad Company v. Harris*, 65.
2. A plea in bar waives all pleas in abatement. *Ib.*
3. A defective declaration may be cured by sufficient averments in a replication demurred to. *Ib.*
4. Where a plea is erroneously overruled on demurrer, and issue is joined on another plea, under which the same defence might be made, the judgment will not be disturbed after verdict. *Railroad Co. v. Bank of Ashland*, 226.
5. On a policy for \$10,000 signed by four companies, each of whom agreed to become liable for one-fourth of the loss to that extent, one action can be brought against all by their consent; the declaration charging the separate promises and praying for separate judgment. *Insurance Companies v. Boykin*, 433.
6. A verdict finding that the defendants did assume in manner and form as in such declaration alleged, and assessing the whole damages at \$10,000, is a good verdict in such action. *Ib.*

PLEADING (*continued*).

II. IN ADMIRALTY.

7. A decree on a libel for a tortious collision may be made against one of several general owners, who is owner *pro hac vice*, and so liable for such collision, although such one owner is sued jointly with other general owners and is not described as owner *pro hac vice*. *Thorpe v. Hammond*, 408.
8. Though a libel alleging an admitted collision may not allege the specific sort of negligence by which the collision was brought about, but on the contrary allege facts not shown, yet where the true cause of the collision is disclosed by the respondent's witnesses, so that the respondent cannot allege surprise, the appellate court, if it can see that the omission to state the true cause was without any design, will not allow it to work injury to the libellant; and though the libellant ought in such a case to have amended his libel below, will extract the real case from the whole record, and decide accordingly. *The Steamer Syracuse*, 167.

III. IN THE COURT OF CLAIMS.

9. No special rules of prevail in that court. *United States v. Burns*, 247.

PRACTICE. See *Evidence*, 2; *Captured and Abandoned Property*; *Pleading*, 4; *Rehearing*.

I. IN THE SUPREME COURT.

1. What constitutes a final decree stated. *French v. Shoemaker*, 86.
2. Indemnity on appeal bond presumed sufficient where record does not show the reverse. *Ib.*
3. Though several defendants may be affected by a judgment or decree, there may be such a separate judgment or decree against one of them that he can appeal or bring a writ of error without joining the other defendants. *Germain v. Mason*, 259.
4. A judgment *in personam* against one defendant for a sum of money, which at the same time establishes the debt as a paramount lien on real estate as to other defendants, may be brought to this court by the party against whom the personal judgment is rendered, without joining the others. *Ib.*
5. Under the 30th rule of court a motion to advance is discretionary with the court. *Ward v. State of Maryland*, 163.
6. An advance under that rule refused; it appearing that the party asking the advance was not in jail. *Ib.*
7. Such motion cannot, under the act of June 30th, 1870, be made, except in behalf of a State, or by a party claiming under its laws. *Ib.*
8. Although a suit be nominally by a State as the plaintiff, yet where the real plaintiffs are individuals—as *ex gr.* in a *quo warranto*, where the State is plaintiff *ex relatione*—the court will not advance, even by consent of counsel on both sides, a case under the act of June 30th, 1870. *Miller et al. v. The State*, 159.
9. A continuance granted on an appeal from the Court of Claims, there having been a motion made there by the appellant, and yet undis-

PRACTICE (*continued*).

- posed of, for a new trial on the ground of after-acquired evidence. *United States v. Crusell*, 175.
10. The court below, not this court, must determine whether the application for a new trial is seasonably made. *Ib.*
 11. When a case is within the jurisdiction of the court, and there has been no defect in removing it from the subordinate court to this, the court will not dismiss the case on motion made out of the regular call of the docket. *The Eutaw*, 136.
 12. Where the record shows that the case of a plaintiff is inherently and fatally defective, a judgment against him will not be reversed for instructions however erroneous. *Barth v. Clise, Sheriff*, 401.
 13. Judgment affirmed under Rule 23d, with 10 per cent. damages in addition to interest; the court believing that the writ of error had been brought for delay. *Insurance Company v. Huchbergers*, 164; *Hennesey v. Sheldon*, 440.
 14. Although when a court has no jurisdiction it is in general irregular to make any order, except to dismiss the suit, that rule does not apply to the action of the court in setting aside such orders as had been made improperly before the want of jurisdiction was discovered, and restoring things to the state in which they were before the improper orders were made. *Mail Company v. Flanders*, 130.
 15. The mode of finding the facts by the court (waiving a jury), under the act of March 3d, 1865 (relative to the trial of issues of fact in civil causes), and as to the effect to be given to such finding, and the manner in which the record is to be prepared for this and the extent of the inquiry to be made in this court, set forth in detail. *Kearney v. Case*, 275; *Miller v. Life Insurance Company*, 285.
 16. In appeals involving mere question of fact, where the District and Circuit Courts have taken the same view, this court, affirming the decree, contents itself with an announcement of its conclusions, without extended comment on the testimony. *The Spray*, 366.
 17. When a contract for money is, by its terms, made payable in specie or in coin, judgment may be entered thereon for coined dollars. *Bronson v. Rodes* (7 Wallace, 229) affirmed. *Trebilcock v. Wilson et ux.*, 687.
 18. On a policy for \$10,000 signed by four companies, each of whom agreed to become liable for one-fourth of the loss to that extent, one action may be brought against them all by their consent; the declaration charging the separate promises and praying for separate judgment: and a verdict finding that the defendants did assume in manner and form as in the declaration alleged, and assessing the whole damages at \$10,000, is good. But the judgment should be against each defendant for one-fourth of the damages, and against them jointly for the costs, and a joint judgment against them all on the whole sum is erroneous and should be reversed. On such reversal this court, instead of awarding a *venire facias de novo*, must, under the 24th section of the Judiciary Act, as well as by the common law powers of a court of error, render the judgment which the Circuit Court ought to have rendered on that verdict. *Insurance Companies v. Boykin*, 433.

PRACTICE (*continued*).

19. On motion in this court to dismiss on the ground of irregularity in the citation and recitals in the appeal bond, the court, acknowledging the obvious irregularity of both bond and citation, yet *held*,
 - i. That the acceptance by the counsel, in particular language, was a waiver of the irregularity in the citation. *Bigler v. Waller*, 142.
 - ii. That the irregularity, as respected the bond, did not necessarily exact a dismissal, which was accordingly ordered, only unless the appellant filed a sufficient appeal bond, in the usual form, within ten days. *Id.*
20. The distinctions between law and equity must be preserved in the Federal courts of Louisiana, and equity causes can only be brought to the Supreme Court for review by appeal, and cases at law by writ of error. As the pleadings in the Circuit Court for that district are by petition and answer, both at law and in equity, the court must look at the essential nature of the proceeding to determine whether it belongs to the one or to the other. A proceeding which is in its essential nature a foreclosure of a mortgage, as a mortgage is foreclosed in a court of chancery, is a suit in equity, by whatever name it may be called; and when brought here by writ of error, the writ must be dismissed. *Walker v. Dreville*, 440.

II. IN THE CIRCUIT COURT. See *Practice*, 15-18.

21. Even after an appeal, a Circuit Court may, in some cases, enjoin a party from proceeding in another court in what the Circuit Court deems has been in effect passed on by it. *French v. Shoemaker*, 86.

PRINCIPAL AND AGENT.

1. Where an insurance company instructed its agents not to deliver policies until the whole premiums are paid, "as the same will stand charged to their account until the premiums are received," and the agent did, nevertheless, deliver a policy giving a credit to the insurer and waiving a cash payment, *held* that the company, it being a stock company, was bound. *Miller v. Life Insurance Co.*, 285.
2. A majority of persons, the persons being commissioners appointed by the government, clothed with public authority to do a public act, may execute a power given to the whole; though this is not the rule generally in regard to private agencies. *Cooley v. O'Connor*, 391.

PRIVATE CARRIER.

Distinguished from common, and not bound to the same extent. To what extent bound. *Shoemaker v. Kingsbury*, 369.

PROVISIONAL COURT OF NEW ORLEANS.

Statute referring to transfer of cases from, to Circuit and District Courts, construed. *Edwards v. Tannaret*, 446.

PUBLIC AGENT.

Several, clothed with authority to perform a function of government, how far all must join in performing the function. Distinguished herein from private agents. *Cooley v. O'Connor*, 397.

PUBLIC POLICY. See *Evidence*, 2.

1. Action will not lie for the price of goods sold in aid of the rebellion or with knowledge that they were purchased for the Confederate States government. *Hanauer v. Doane*, 342.
2. A promissory note, the consideration of which is wholly or in part the price of such goods, is void, and an action cannot be sustained thereon by a holder who received it knowing for what it was given. *Ib.*
3. Due-bills given for the price of such goods and passed into the hands of a person knowing the fact, will not be a good consideration for a note. *Ib.*
4. It is contrary to public policy to give the aid of the courts to a vendor who knew that his goods were purchased, or to a lender who knew that his money was borrowed, for the purpose of being employed in the commission of a criminal act, injurious to society or to any of its members. *Ib.*
5. A law passed by the legislature of one of the late rebel States requiring the redemption of bills issued by a city in aid of the rebellion, cannot be enforced. *Thomas v. City of Richmond*, 349.
6. The law as to the recovery of money paid on an illegal contract stated and defined. *Ib.*

RAILROAD CORPORATION. See *Mortgage*, 2.

1. Where a Maryland railroad corporation whose charter contemplated the extension of the road beyond the limits of Maryland, was allowed by act of the legislature of Virginia—re-enacting the Maryland charter in words—to continue its road through that State, and was also allowed by act of Congress to extend, into the District of Columbia, a lateral road in connection with the road through Maryland and Virginia; *Held*: (the unity of the road being unchanged in name, locality, election, and power of officers, mode of declaring dividends, and doing all its business),
 - i. That no new corporations were created, either in the District or in Virginia, but only that the old one was exercising its faculties in them with their permission; and that, as related to responsibility for damages, there was a unity of ownership throughout. *Railroad Company v. Harris*, 65.
 - ii. That in view of such unity the corporation was amenable to the courts of the District for injuries done in Virginia on its road. *Ib.*
 - iii. That this responsibility was not changed by a traveller's receiving tickets in "coupons" or different parts, announcing that "responsibility for safety of person or loss of baggage on each portion of the route is confined to the proprietors of that portion alone." *Ib.*

REBELLION, THE. See *Direct Tax Commissioners*; *Public Policy*.

1. A purchase of the property of a loyal citizen of the United States under a confiscation and sale made pursuant to statutes of the late rebel confederacy, passed in aid of their rebellion, is void. *Texas v. White* (7 Wallace, 700), affirmed on this point. *Knox v. Lee*, 457.

REBELLION, THE (*continued*).

2. Dates of its beginning and end, different in different States. How they are to be determined in reference to acts of limitation. *The Protector*, 700.
3. The appointment by General Shepley of W. W. Handlin as judge in New Orleans, was a military appointment only; and was revocable by Governor Hahn. *Handlin v. Wickliffe*, 173

RECEIPT.

Of a smaller sum in payment of a larger. See *Action*, 1; *Duress*, 2.

REHEARING.

Refused after several terms had elapsed; though perhaps in form the judgment which it was sought to have reheard was not quite regularly given. *Noonan v. Bradley*, 121.

REVERSAL. See *Practice*, 12, 18.

REVOLUTIONARY SOLDIERS. See *Pensions*.

SHERIFF.

Not responsible for escape of prisoner brought before court in obedience to a writ of *habeas corpus*, while in custody of court, and before a remand or other order. *Barth v. Clise, Sheriff*, 400.

SHIPOWNERS. See *Collision*, 5.

SOVEREIGNTY.

Audita querelâ does not lie in any case against the United States. *Avery v. United States*, 304.

"SPECIE."

The word defined when used in contracts for the payment of money *Trebilcock v. Wilson et ux.*, 687.

STATUTES OF THE UNITED STATES.

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

- September 24, 1789. See *Jurisdiction*, 1-7; *Practice*, 1-4; 18-20.
- March 2, 1831. See *Railroad Corporation*.
- February 28, 1853. See *Pensions*.
- February 25, 1862. See *Legal Tender*.
- March 3, 1851. See *Collision*, 5; *Pleading*, 8.
- June 7, 1862. See *Direct Tax Commissioners; Public Agents*.
- July 11, 1862. See *Legal Tender*.
- March 3, 1863. See *Legal Tender*.
- March 12, 1863. See *Jurisdiction*, 9.
- July 1, 1863. See *Estoppel*, 2.
- June 30, 1864. See *Internal Revenue*, 2.
- March 3, 1865. See *Customs of the United States; Practice*, 15.
- July 13, 1866. See *Internal Revenue*, 1.
- July 28, 1866. See *Provisional Court of New Orleans*.
- February 22, 1867. See *Railroad Corporation*.
- March 2, 1867. See *Bankruptcy*.

STATUTES OF THE UNITED STATES (*continued*).

July 28, 1866. See *Provisional Court of New Orleans*.

June 30, 1870. See *Practice*, 7, 8.

TAX. See *Direct Tax Commissioners*.

By one State discriminating against traders of another, unconstitutional.
What constitutes such tax. *Ward v. Maryland*, 418.

TENDER. See *Legal Tender*.TONNAGE TAX. See *Constitutional Law*, 3, 4.

TRADERS.

Of one State have right to trade in all without injury from discriminating taxes against them. What constitutes such tax shown. *Ward v. Maryland*, 418.

UNITED STATES.

Auditâ querelâ does not lie against. *Avery v. United States*, 304.

USURY.

1. If a bond be not usurious by the law of the place where payable, a plea of usury cannot be sustained in an action thereon, unless it alleges that the place of payment was inserted as a shift or device to evade the law of the place where the bond was made. *Railroad Company v. Bank of Ashland*, 226.
2. A prohibition against lending money at a higher rate of interest than the law allows will not prevent the purchase of securities at any price which the parties may agree upon. *Ib.*
3. Whether a negotiation of securities is a purchase or a loan, is ordinarily a question of fact; and does not become a question of law until some fact be proven irreconcilable with one or the other conclusion. *Ib.*
4. Though the negotiation of one's own bond or note is ordinarily a loan in law, yet if a sale thereof be authorized by an act of the legislature, it becomes a question of fact, whether such negotiation was a loan or a sale. *Ib.*
5. Plea of in New York, by a corporation, forbidden by statute. *Ib.*
6. The requiring or giving of collateral security for the payment of a bond when negotiated, is not inconsistent with the transaction being a sale. *Ib.*

"VOLUNTARY STRANDING."

What constitutes, so as to entitle owners to general average. *Fowler v. Rathbones*, 102.

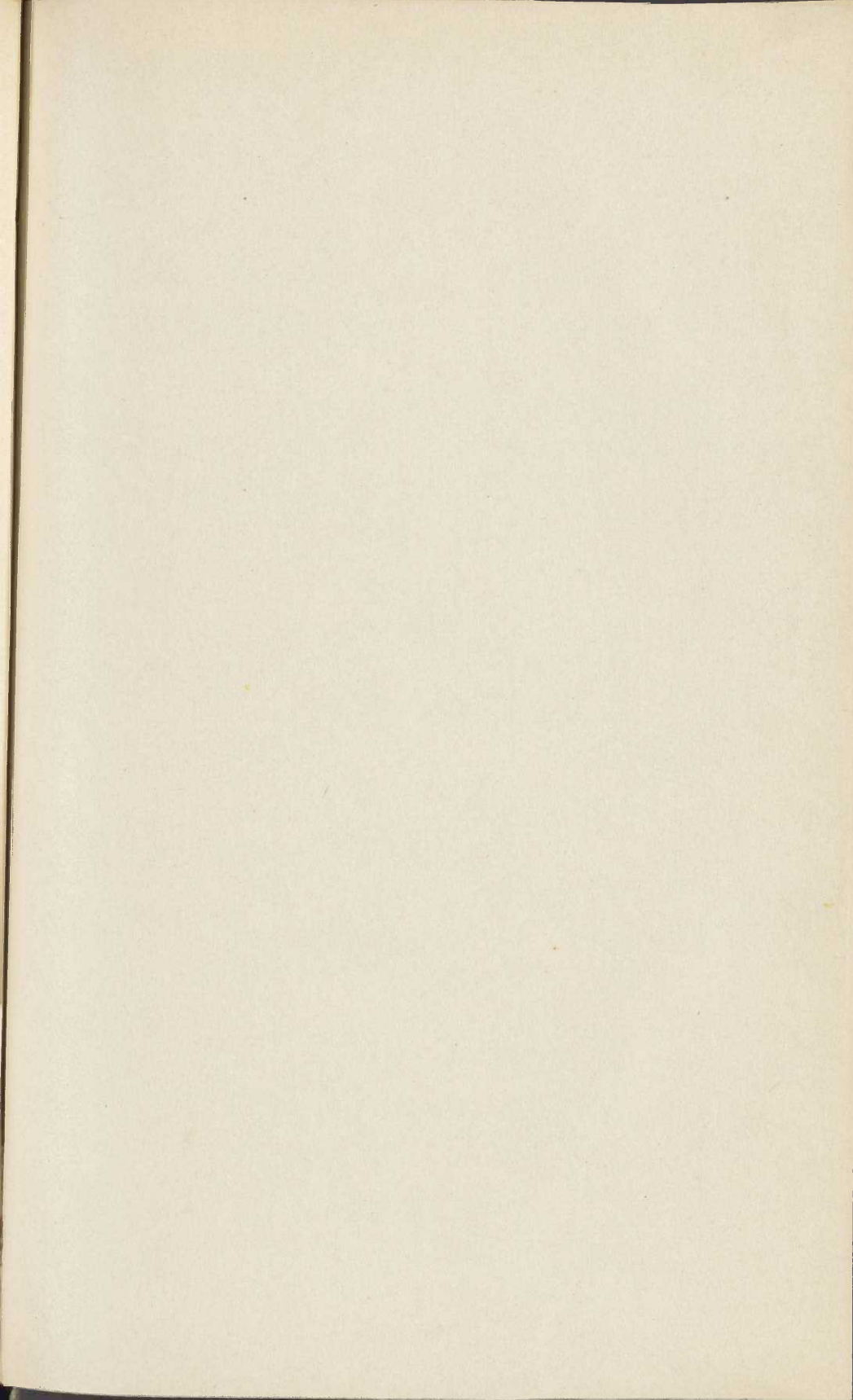
WAIVER. See *Practice*, 19.

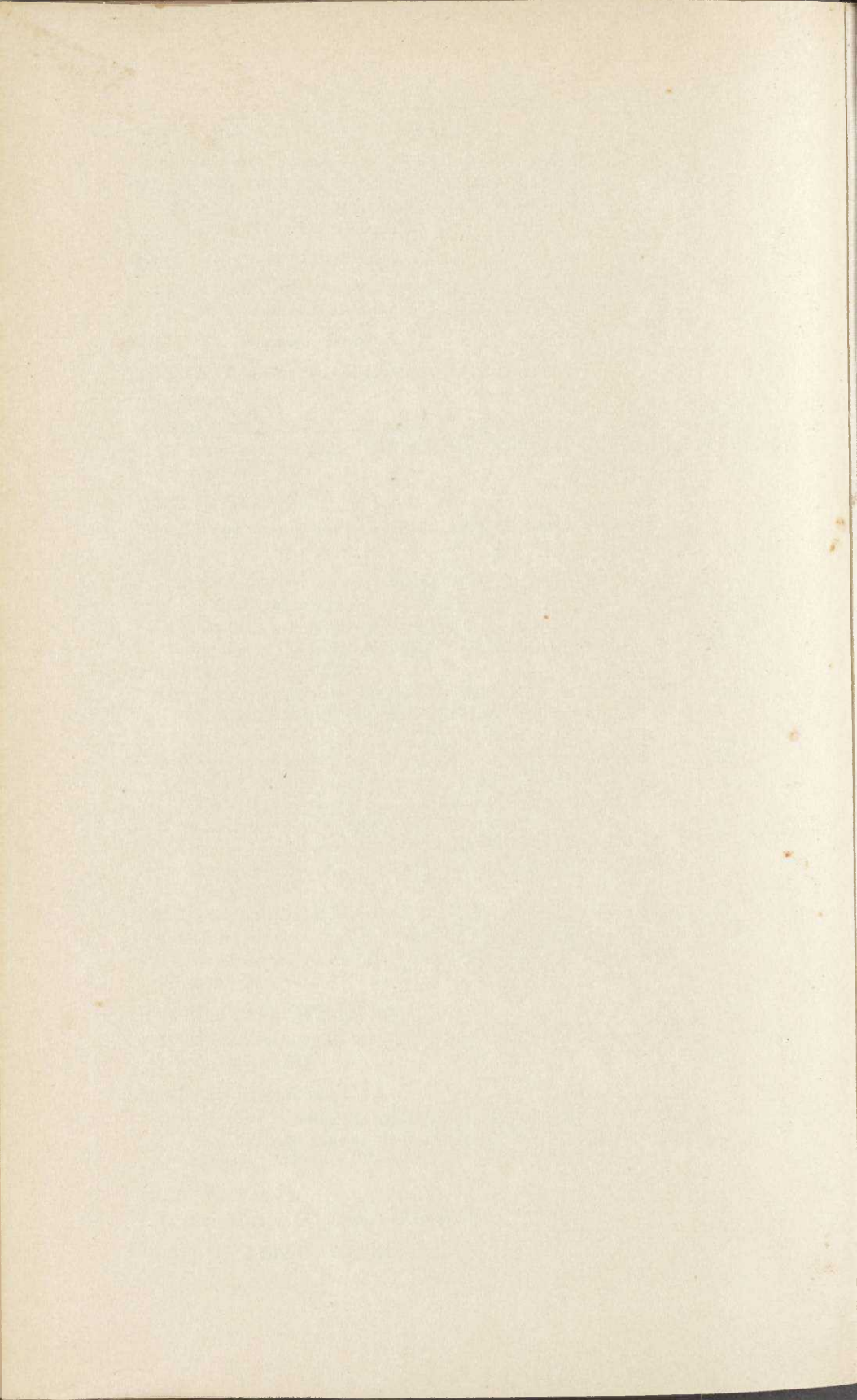
Of irregularity in citation and recitals of the bond on appeal, held to have been made by counsel's accepting service of the citation in a particular form. *Bigler v. Waller*, 142.

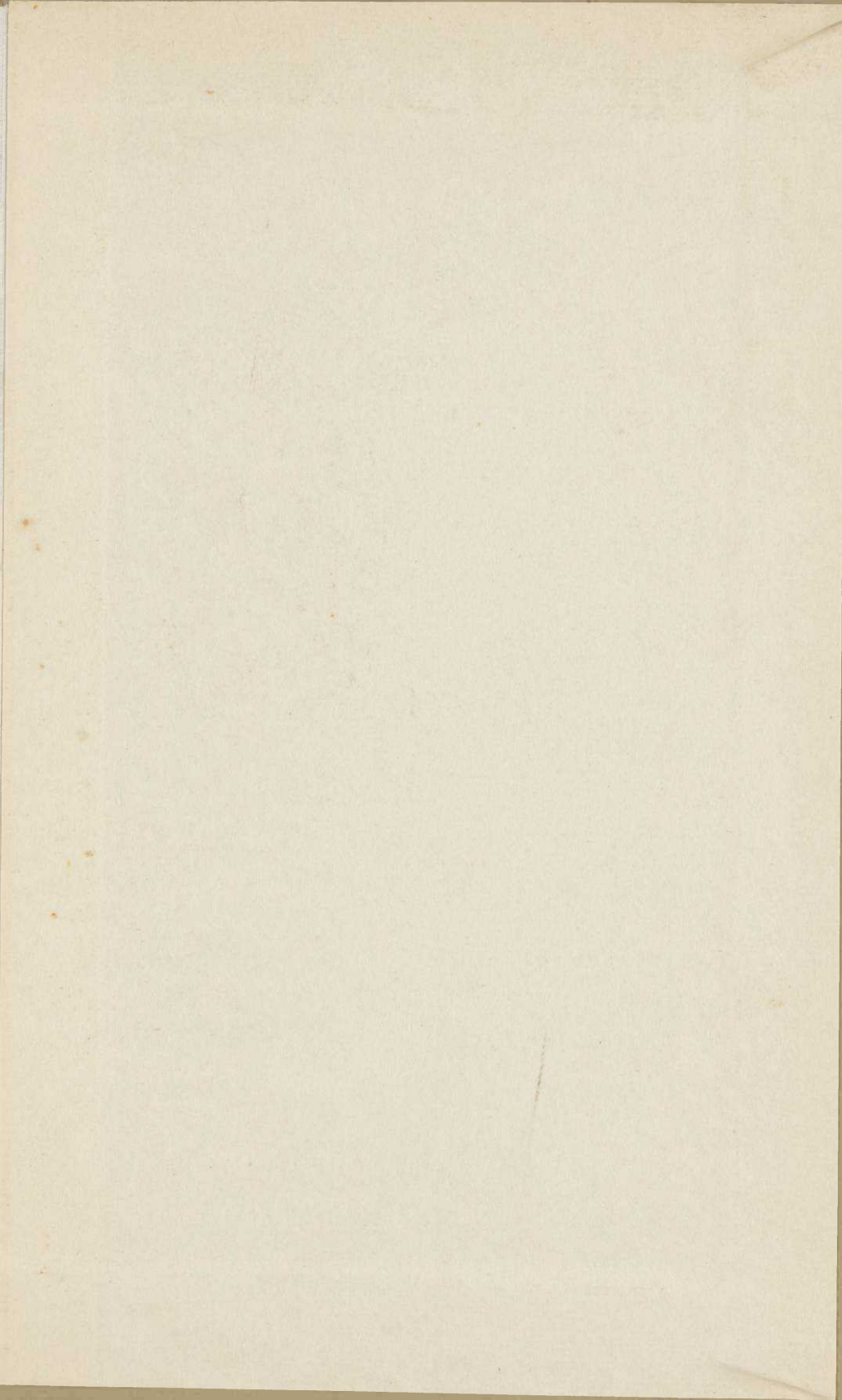
WIDOWS.

Of Revolutionary soldiers. See *Pensions*.

WRIT OF ERROR. See *Practice*, 20.







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