

CASES DETERMINED  
IN THE  
SUPREME COURT OF THE UNITED STATES.

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FEBRUARY TERM, 1808.

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GENERAL RULES.

1. ORDERED, that all parties in this court, not being residents of the United States, shall give security for the costs accruing in this court, to be entered on the record.

2. ORDERED, that upon the clerk of this court producing satisfactory evidence, by affidavit or acknowledgment of the parties or their sureties, of having served a copy of the bill of costs due by them respectively in this court, on such parties or sureties, and of their refusal to pay the same, an attachment shall issue against such parties or sureties, respectively, to compel payment of the said costs.

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FITZSIMMONS *v.* NEWPORT INSURANCE COMPANY.

*Marine insurance.—Breach of blockade.*

Persisting in an intention to enter a blockaded port, after warning, is not attempting to enter it.  
*Quære?* Whether a foreign sentence of condemnation be conclusive evidence, in an action against the underwriters?

ERROR to the Circuit Court of the district of Rhode Island, in an action upon a policy of insurance on the brig John, warranted American property, from Charleston, South Carolina, to Cadiz, captured by a British ship of war, on the 16th of July 1800, carried into Gibraltar, and there condemned on the 26th day of August following. The cause of condemnation, set forth in the sentence, was, that the brig was "cleared out for Cadiz, a port actually blockaded," and that the master "persisted in his intention of entering that port, after warning from the blockading force, not to do so, in direct breach and violation of the blockade thereby notified."

On the trial in the court below, the jury found a special verdict, stating, among other things, that the blockade of Cadiz was not known at Charleston, when the John sailed from thence, and that the first notice the master had was from the blockading squadron, who brought to the brig, and, warned the master not to proceed to, nor attempt to enter, the port of Cadiz, and indorsed his register; but the master had no notice of such indorsement upon his register, until after the condemnation. The mate and some