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TO THE

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3. The promise to pay the debt of another must be in writing, and cannot be explained by parol. *Id.*
4. B., in Philadelphia, agreed to pay to A.'s agent in Amsterdam, 170,000 guilders, on the first of March, and if he should fail so to do, then to repay to A. the value of the guilders, at the rate of exchange current in Philadelphia, at the time demand of payment should be made, together with damages at 20 per cent., in the same manner as if bills of exchange had been drawn for that sum, and they had been returned protested for non-payment, and lawful interest for any delay of payment which might take place after the demand. B. paid the 170,000 guilders in Amsterdam, to the agent of A., on the 13th of May, instead of the 1st of March. A. is not entitled to the 20 per cent. damages, but may, in a suit upon the bond given to perform the contract, recover interest on the 170,000 guilders from the 1st of March to the 13th of May. *United States v. Gurney*. *333

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1. *Quære?* Whether the mayor of Georgetown, in the district of Columbia, be a justice of the peace of the county of Washington? *Mountz v. Hodgson*.....*324

GEORGIA.

1. The act of limitations of Georgia does not require an entry into lands, within seven years after the title accrued, unless there be some adversary possession or title, to be defeated by such entry. *Shearman v. Irvine's Lessee*.....*367
2. The act of limitations of Georgia does not apply to mortgagees. *Higginson v. Mein*.*415

See COLLECTOR, 2: CONFISCATION, 1.

GIFT.

1. By the act of assembly of Virginia, of 1758, no gift of a slave was valid, unless in writing and recorded; but parol evidence may be admitted, of the existence of a deed of gift, to show the nature of the possession which accompanied the deed. *Spiers v. Willison*.*398
2. In Virginia, in 1784, no gift of a slave was valid, unless in writing and recorded, although possession accompanied the gift. *Ramsay v. Lee*.....*401

See EQUITY, 3.

HABEAS CORPUS.

1. The supreme court of the United States has power to issue the writ of *habeas corpus ad subjiciendum*. *Ex parte Bollman*.....*75

See COMMON LAW, 2.

INDICTMENT.

1. In treason, the indictment must lay an *overt act*, which must be proved as laid. *United States v. Burr*.....App.*490
2. *Quære?* Whether a person who procures an act, can be indicted as having performed that act?.....*503

See EVIDENCE, 20.

INSURANCE.

1. The capture of a neutral, as prize, by a belligerent, is a total loss, and entitles the insured to abandon. *Rhineland v. Insurance Co. of Pennsylvania*.....*29
2. The state of the loss, at the time of the offer to abandon, fixes the rights of the parties. *Id.*
3. *Quære?* Whether the sentence of a foreign court of admiralty, condemning a vessel for breach of blockade, be conclusive evidence of that fact, in favor of the underwriters? *Fitzsimmons v. Newport Ins. Co.*.....*185
4. Persisting in an intention to enter a blockaded port, after warning, is not attempting to enter.....*Id.*

5. The right of the insured to abandon, and recover for a total loss, depends upon the state of the fact, at the time of the offer to abandon, and not upon the state of the information received. *Marshall v. Delaware Ins. Co.*.....*202
6. The technical total loss, arising from capture, ceases with the final decree of restitution, although the decree may not have been executed, at the time of the offer to abandon.....*Id.*
7. A policy on a ship, is an insurance of the ship for the voyage, not an insurance on the ship and the voyage. The underwriters undertake for the ability of the ship to perform the voyage, not that she shall perform it at all events. *Alexander v. Baltimore Ins. Co.*.....*370
8. The loss of the voyage, as to the cargo, is not a loss of the voyage, as to the ship.....*Id.*
9. If, at the time of the offer to abandon, the ship be in possession of the master, in good condition and at full liberty to proceed on the voyage, the loss of the cargo will not authorize the owner of the vessel to recover for a total loss of the vessel.....*Id.*
10. The sentence of a foreign court of admiralty, condemning a vessel for breach of blockade, is conclusive evidence of that fact, in an action on the policy of insurance. *Croudson v. Leonard*.....*434

INTEREST.

1. In an action upon a bond, conditioned to perform a contract, interest may be recovered, in a case not provided for by the contract. *United States v. Gurney*.*333

INTERROGATORIES.

See ADMIRALTY, 19.

JUDGES.

See JURISDICTION, 17: EXCEPTIONS, 1, 2.

JURISDICTION.

1. The district courts of the United States are courts of prize, and have power to carry into effect the sentences of the old continental courts of appeal in prize causes. *Jennings v. Carson*.....*2
2. When both parties are aliens, the courts of the United States have not jurisdiction. *Montalet v. Murray*.....*46
3. If it does not appear upon the record, that a suit might have been maintained in the courts of the United States, between the original parties to a promissory note, no suit

- can be maintained upon it in those courts by a subsequent holder.*Id.*
4. The supreme court of the United States has power to issue the writ of *habeas corpus ad subjiciendum*. *Ex parte Bollman*.*75
5. The supreme court of the United States has no jurisdiction but what is given by the constitution or laws of the United States. *Id.* *93
6. Courts which originate in the common law possess a jurisdiction which must be regulated by their common law, until some statute change their established principles; but courts which are created by written law, and whose jurisdiction is defined by written law, cannot transcend that jurisdiction.*Id.*
7. A court of the United States cannot enjoin proceedings in a state court. *Diggs v. Wolcott*.*179
8. It is incumbent upon the plaintiff in error, to show that the supreme court of the United States has jurisdiction of the case. *United States v. The Union*.*216
9. The supreme court will hear *vivâ voce* testimony, to show the value of the matter in dispute, upon a question of jurisdiction. . . .*Id.*
10. The courts of the United States may examine into the jurisdiction of a foreign court, whose sentence is offered in evidence; and if that foreign court cannot, consistently with the law of nations, exercise the jurisdiction it has assumed, its sentence is to be disregarded. But the courts of every country are the exclusive judges of their own jurisdiction, so far as it depends upon municipal laws. *Rose v. Himely*.*241
11. If the complainant be a French citizen, and the defendant a citizen of the state of Georgia, the circuit court of the United States for the district of Georgia has jurisdiction, although the complainant and defendant are both executors, and their respective testators were both citizens of the state of Georgia. *Chappedelaine v. Decheneaux*.*308
12. In deciding the question of jurisdiction, the court will look to the condition of the bond on which the suit is brought, and not to the penalty. *United States v. McDowell*. . . .*316
13. An appeal or writ of error lies from the district court of the United States for the territory of Orleans, to the supreme court of the United States. *Morgan v. Callender*.*370
14. If two citizens of the same state, in a suit in a court of their state, claim title under the same act of congress, the supreme court of the United States has an appellate jurisdiction to revise and correct the judgment of that court in such case. *Matthews v. Zane*.*382
15. The district judge may alone hold a circuit court, although there be no judge of the su-

- preme court allotted to that circuit. *Pollard v. Dwight*.*421
16. All seizures under laws of impost, navigation or trade of the United States, where the seizures are made on waters navigable from the sea by vessels of ten or more tons burden, are civil causes of admiralty and maritime jurisdiction, and are to be tried without a jury. *United States v. The Betsey and Charlotte*.*443
17. The question whether a seizure for violation of a law of the United States be of admiralty or common-law jurisdiction, is to be decided by the place of seizure, not by the place of the offence.*Id.* *452

See ADMIRALTY, 3, 4, 9-16, 21: BANK OF ALEXANDRIA, 1.

JURY.

1. The jurors attending the circuit court of Pennsylvania district are entitled to one dollar and 25 cents per diem for their attendance. *Ex parte Lewis*.*433

See EXCEPTION, 2: JURISDICTION, 16.

JUSTICE OF PEACE.

1. A person may be committed by one magistrate, upon an affidavit made before another. *Ex parte Bollman*.*76
2. A magistrate, who is found acting as such, must be presumed to have taken the requisite oaths.*Id.*

See DEED, 1: GEORGETOWN, 1.

KENTUCKY.

1. Loose and vague expressions in an entry of lands in Kentucky, may be rendered sufficiently certain, by the reference to natural objects mentioned in the entry, and by comparing the courses and distances of the lines with those natural objects. *Marshall v. Currie*.*172

LANDS.

See ALIENS, 2, 3: COLLECTOR, 2: CONFISCATION, 1: COVENANT, 1, 2, 3: EVIDENCE, 13, 14: GEORGIA, 1, 4: JURISDICTION, 14: KENTUCKY, 1.

LAW.

See BANK OF ALEXANDRIA, 1: EXCEPTION, 2: LAW OF NATIONS, 1, 2, 3, 4: MUNICIPAL LAW, 1, 2, 3, 4: VIRGINIA, 3.

LAW OF NATIONS.

1. If a foreign court cannot, consistently with the law of nations, exercise the jurisdiction it has assumed, its sentence will be disregarded. *Rose v. Himely*.....*241
2. A seizure of a foreign vessel, beyond the territorial jurisdiction, for violation of a municipal regulation, is not warranted by the law of nations.... *Id.*
3. *Quere?* Whether a French court can, consistently with the law of nations and the treaty, condemn American property, never carried into the dominions of France, and while lying in a port of the United States. *Id.*
4. No foreign court can question the correctness of what is done, unless the court passing the sentence loses its jurisdiction, by some circumstance which the law of nations can notice. *Hudson v. Guestier*.....*294
5. Every nation is the arbiter and vindicator of its own rights.....*App'x*. *514

LEASE.

1. An averment of a demise for three years is not supported by proof of a lease for one year certain, and two years' further possession, on the same terms, by consent of the landlord. *Alexander v. Harris*.....*299
2. The plea of no rent arrear admits the demise as laid in the avowry.....*Id.*
3. The court is bound to give judgment for double rent, under the statute of Virginia..... *Id.*

LETTER OF CREDIT.

See EVIDENCE, 8.

LEVYING WAR.

See TREASON.

LIBEL.

See ADMIRALTY, 5, 7, 21.

LIEN.

See BOTTOMRY, 1, 2, 3.

LIMITATIONS.

1. The act of limitations of Virginia is no bar to a British creditor's demand upon a promissory note, dated 21st of August 1772, although one of the plaintiffs was in the country after the treaty of peace, viz., in 1784, and remained here until his death in 1785. *Hopkirk v. Bell*.....*164
2. The act of limitations of Georgia does not apply to mortgagees. *Higginson v. Mein*..... *415

3. The act of limitations of Georgia does not require an entry into lands, within seven years after the title accrued, unless there be some adversary possession or title to be defeated by such entry. *Shearman v. Irvine's Lessee*.....*367

MAGISTRATE.

See JUSTICE OF PEACE, 1, 2.

MISTAKE.

1. A letter of credit, directed by mistake to John and Joseph, and delivered to John and Jeremiah, will not support an action by John and Jeremiah, against the writer of the letter, for goods furnished to the bearer, upon the faith of such letter of credit. It is not a written contract between the plaintiffs and defendant, and parol proof cannot be admitted to make it such. It is not a case of ambiguity, nor of fraud, nor of mistake on the part of the plaintiffs. *Grant v. Naylor*.....*224

See AWARD, 1.

MORTGAGE.

1. The possession of the mortgagor is not adverse to the mortgagee. *Higginson v. Mein*.....*415
- See CONFISCATION, 1, 2: LIMITATIONS, 2.

MUNICIPAL LAW.

1. The courts of every country are the exclusive judges of their own jurisdiction, so far as it depends upon their municipal laws. *Rose v. Himely*.....*241
2. The prohibition, by France, of all trade with the revolted blacks of St. Domingo, was the exercise of a municipal, not of a belligerent right.....*Id.*
3. A seizure of a foreign vessel, beyond the limits of the territorial jurisdiction, for breach of a municipal regulation, is not warranted by the law of nations; and such seizure cannot give jurisdiction to the courts of the offended country.....*Id.*
4. The trial of a municipal seizure must be regulated exclusively by municipal law. *Hudson v. Guestier*.....*293

NEUTRAL.

See INSURANCE, 1.

NEW JERSEY.

1. On the 4th of October 1776, the state of New Jersey was completely a sovereign and

independent state, and had a right to compel the inhabitants of the state to become citizens thereof. *McIlwaine v. Coxe*. *209

See ALIENS, 2.

NON EST FACTUM.

See DEED, 1, 2.

NO RENT ARREAR.

See LEASE, 1, 2, 3.

NOTICE.

- 1. The indorser of a promissory note for the accommodation of the maker, is entitled to strict notice. *French v. Bank of Columbia*. *141
- 2. The drawer of a bill of exchange is entitled to strict notice, if, at the time of drawing, he had a right to expect that his bill would be honored. *Id.*
- 3. It is not necessary to give notice to the opposite party, of the time and place of executing a commission. *Grant v. Naylor*. *224

OATHS.

See JUSTICE OF PEACE, 2.

ORLEANS.

See JURISDICTION, 13.

PAYMENT.

- 1. If the debtor, at the time of payment, does not direct to which account the payment shall be applied, the creditor may, at any time, apply it to which account he pleases. *Mayor, &c., of Alexandria v. Patten*. . . *317
- 2. To an action on a bond, conditioned to pay money on a certain day, payment on a subsequent day, is not a good plea, without averring it to be the whole sum then due. *United States v. Gurney*. *333

PENNSYLVANIA DISTRICT.

See JURY, 2.

PLEADING.

See ACCOUNT, 2: COVENANT, 1: LEASE, 2.

POSSESSION.

See ADMIRALTY, 14: EVIDENCE, 11.

PRACTICE.

- 1. If a writ of error be served before the return-day, it may be returned after, even at a

subsequent term; and the appearance of the defendant in error waives all objection to the irregularity of the return. *Wood v. Lide*. *180

- 2. The service of a writ of error is the lodging a copy thereof, for the adverse party, in the office of the clerk of the court where the judgment was rendered. *Id.*
- 3. The supreme court of the United States will hear *vivâ voce* testimony as to the value of the matter in dispute. *United States v. The Union*. *216
- 4. After deciding the question of value upon the weight of evidence produced, the court will not continue the cause, for the party to produce further evidence of the value. . . . *Id.*
- 5. The certificate of commissioners named in a *dedimus*, that they took, in due form of law, the oath annexed to the commission, is sufficient evidence of that fact. *Grant v. Naylor*. *224
- 6. If the return of the commission be inclosed in an envelope, sealed by the commissioners, no other sealing by the commissioners is necessary. *Id.*
- 7. The refusal of the court below to continue a cause, after it is at issue, cannot be assigned for error. *Woods v. Young*. *237
- 8. The appearance of a defendant to a foreign attachment, in the circuit court of the United States, waives all objection to the non-service of process. *Pollard v. Dwight*. . . *421

See ADMIRALTY, 6, 19.

PRIZE.

See ADMIRALTY, 1, 2.

PROCEEDINGS IN REM.

See ADMIRALTY, 3, 4.

PROMISSORY NOTES.

- 1. If it does not appear upon the record, that suit might have been maintained in the courts of the United States, between the original parties to a promissory note, no suit can be maintained upon it in those courts by any subsequent holder. *Montalet v. Murray*. *46
- 2. The indorser of a promissory note for the accommodation of the maker, is entitled to strict notice. *French v. Bank of Columbia*. *141

PURCHASER.

- 1. The purchaser of land from a collector of taxes, must show the authority of the collector to sell. *Stead v. Course*. *403

REFUGE.

See ALIENS, 2.

REGISTER.

1. If an American registered vessel be sold, while at sea, to a citizen of the United States, it is not necessary, that there should be a bill of sale, or a new register, until the vessel return to some port of the United States. *United States v. Willings*... *48

See DUTIES, 2.

RENT.

See LEASE, 1, 2, 3.

REPLEVIN.

See LEASE, 1, 2, 3.

RESTITUTION.

See ADMIRALTY, 1.

REVENUE.

See COLLECTOR, 3.

REVERSAL.

1. Costs are not given upon reversal of judgment. *Montalet v. Murray*..... *47

SALE.

See COLLECTOR, 1, 2: DUTIES, 2: REGISTER, 2.

SALVAGE.

1. One-half allowed for salvage in Delaware bay. *Peisch v. Ware*..... *347
2. Goods salvaged are not liable to the ordinary revenue laws..... *Id.*
3. *Quere?* Whether they ought to pay duties..... *Id.*

SEAMEN'S WAGES.

1. Seamen's wages are a lien prior to bottomry. *Blaine v. The Charles Carter*..... *328

SEISIN.

See COVENANT, 1, 2, 3.

SEIZURE.

1. Seizures under the prohibition by France of all trade with the revolted blacks of St. Domingo, could lawfully be made only within

two leagues of the coast of that island. *Rose v. Himely*..... *242

See ADMIRALTY, 15, 18, 22: LAW OF NATIONS, 2: MUNICIPAL LAW, 3, 4.

SENTENCE.

1. A sentence of condemnation is necessary to divest the property, in cases of capture or seizure..... *App'x* *614

See ADMIRALTY, 8, 9, 11, 16: EVIDENCE, 4, 15.

SLAVE.

See GIFT, 2, 3.

SOVEREIGNTY.

See NEW JERSEY.

STATE.

See NEW JERSEY.

STATE LAWS.

1. The courts of the United States will respect the construction given to the laws of the several states, by the courts of such states. *Higginson v. Mein*, *419; *Pollard v. Dwight*..... *429

STATUTE OF FRAUDS.

1. The promise to pay the debt of another must be in writing, and cannot be explained by parol. *Grant v. Naylor*..... *235

ST. DOMINGO.

See MUNICIPAL LAW, 2.

SURVEY.

See EVIDENCE, 13.

TAXES.

See COLLECTOR, 1, 2.

TENANTS IN COMMON.

1. In Vermont, tenants in common may maintain a joint action of ejectment. *Hicks v. Rogers*..... *165

TERRITORIES OF THE UNITED STATES.

See JURISDICTION, 14: TREASON, 8: TRIAL, 2.

TREASON.

1. To constitute a levying of war, there must be an assemblage of persons, for the purpose of effecting by force a treasonable purpose. Enlistment of men to serve against government, is not sufficient. *Ex parte Bollman*. *75
2. When war is levied, all those who perform any part, however minute, or however remote from the scene of action, and who are actually leagued in the general conspiracy, are traitors. *Id.*
3. Any assemblage of men, for the purpose of revolutionizing, by force, the government established by the United States, in any of its territories, although as a step to, or the means of, executing some greater projects, amounts to levying war. *Id.*
4. The travelling of individuals to the place of rendezvous, is not sufficient, but the meeting of particular bodies of men, and their marching from places of partial to a place of general rendezvous, is such an assemblage as constitutes a levying of war. *Id.*
5. To levy war, is to raise, create, make or carry on war. *United States v. Burr*. . . *App'x* *470
6. If an army be actually raised for the avowed purpose of carrying on open war against the United States, and subverting their government, a commissary of purchases, who never saw the army, but who, knowing its object, and leaguimg himself with the rebels, supplies that army with provisions, is guilty of an *overt* act of levying war. *Id.*
7. So is a recruiting officer, who, though never in camp, executes the particular duty assigned to him. *Id.*
8. The term "levying war," is used in the constitution of the United States in the same sense in which it was understood in England, and in this country, to have been used in the statute of 25 Edw. III., from which it was borrowed. *Id.*
9. All those who perform the various and essential military parts of prosecuting the war, which must be assigned to different persons, may be said to levy war. *Id.* *472
10. Those who perform a part in the prosecution of the war, may be correctly said to levy war. *Id.*
11. But *quære?* Whether he who counsels and advises, but performs no act in prosecution of the war; or he who, being engaged in the conspiracy, fails to perform his part, can be said to levy war? *Id.*
12. If the war be actually levied, if the accused has performed a part, but is not leagued in the conspiracy, and has not appeared in arms against his country, he is not a traitor. *Id.* *474
13. Constructive treason is where the direct and avowed object is not the destruction of the sovereign power. . . *Id.* *475, 476, 477, 478
14. Where a body of men are assembled for the purpose of making war against the government, and are in a condition to make that war, the assemblage is an act of levying war. *Id.* *475
15. The assemblage of men which will constitute levying war, must be a "warlike assemblage," carrying the appearance of force, and in a situation to practice hostility. . . *Id.* *480
16. An assemblage of men, with a treasonable design, but not in force, nor in a condition to attempt the design, nor attended with warlike appearances, does not constitute the fact of levying war. *Id.* *482
17. To assemble an army of 7000 men is to place those who are assembled in a state of force. *Id.* *484
18. The travelling of several individuals to the place of rendezvous, either separately or together, but not in military form, would not constitute levying war. The act must be unequivocal, and have a warlike appearance. *Id.* *485
19. War can only be levied by the employment of actual force. Troops must be embodied; men must be openly assembled. . . . *Id.* *487
20. Arms are not an indispensable requisite to levying war; nor the actual application of force to the object. *Id.* *488
21. It is not sufficient, that an indictment for treason allege, generally, that the accused had levied war against the United States. The charge must be more particularly specified, by laying an *overt* act of levying war; and this *overt* act must be proved as laid. *Id.* *490
22. A person may be concerned in a treasonable conspiracy, and yet be legally as well as actually absent, while some one act of the treason is perpetrated. *Id.*
23. Every one concerned in a treasonable conspiracy, is not constructively present at every *overt* act of the treason committed by others, not in his presence. *Id.*
24. A man may be legally absent, who has counselled or procured the treasonable act. *Id.* *491
25. The prisoner can only be convicted upon the *overt* act laid in the indictment. If *other* overt acts can be inquired into, it is for the sole purpose of proving the particular fact charged. *Id.* *493
26. A person cannot be constructively present at an *overt* act of treason, unless he be aiding and abetting at the fact, or ready to afford assistance, if necessary. . . . *Id.* *494
27. If the particular *overt* act of treason charged be advised, procured or command-

- ed by the accused, he is guilty accessorially, and not directly as principal. *Id.*
28. A person in one part of the United States, cannot be considered as constructively present, at an *overt* act committed in a remote part of the United States. *Id.*
29. The presence of a party, where presence is necessary to his guilt, is part of the *overt* act, and must be proved by two witnesses. *Id.* *500
30. An indictment charging a person with being present at an *overt* act of treason, cannot be supported by proving only that the person accused caused the act to be done by others in his absence. No presumptive evidence, no facts from which presence can be inferred, will satisfy the constitution and the law. *Id.*
31. The part which a person takes in the war constitutes the *overt* act, on which alone he can be convicted. *Id.* *502
32. *Quære?* Whether he who procures an act may be indicted as having performed that act. *Id.*
33. If proof of procurement be admissible, in England, to establish a charge of actual presence, on an indictment for levying war, it is only by virtue of the operation of the common law upon the statute of Edw. III. *Id.* *503
34. *Quære?* Whether there be, in this country, a similar operation of the common law? . . . *Id.*
35. If proof of procurement be admissible, upon a charge of presence, such procurement must be proved in the same manner, and by the same kind of testimony, as would be required to prove actual presence. *Id.*
36. The conviction of some one who has committed the treason, must precede the trial of him who has advised or procured it; and the right of the prisoner to call for the record of conviction is not waived, by pleading to the indictment. *Id.* *505
37. *Quære?* Whether the crime of advising or procuring a levying of war be within the constitutional definition of treason? *Id.*
38. If the *overt* act be not proved by two witnesses, so as to be submitted to the jury, all other testimony is irrelevant. . . . *Id.* *506, 505
39. Levying war is an act compounded of law and fact, of which the jury, aided by the court, must judge. *Id.* *507
40. Appearing at the head of an army, would be an *overt* act of levying war. So also, detaching a military corps from it, for military purposes. *Id.*

TREATY, BRITISH.

See ALIENS, 2, 8: CONFISCATION, 1, 2: INSURANCE, 4: LIMITATIONS, 1.

TRIAL.

1. The clause of the 8th section of the act of congress for the punishment of certain crimes against the United States, respecting the place of trial, when crimes are committed out of the jurisdiction of any particular state, applies only to offences committed in some river, haven, basin or bay, not within the jurisdiction of a particular state, and not to the territories of the United States, where regular courts are established, competent to try those offenses. *Ex parte Bollman*. . . *77
 2. The conviction of some one who has committed the treason must precede the trial of him who has advised or procured it. *United States v. Burr*. *App'x* *505
- See ADMIRALTY, 19, 20: EVIDENCE, 3: EXCEPTIONS, 1, 2: JURISDICTION, 16, 17.

VESSEL.

See DUTIES, 1: REGISTER, 2.

VERMONT.

See TENANTS IN COMMON.

VIRGINIA.

1. *Quære?* Whether private acts of the assembly of Virginia, printed by the public printer of that state, under the authority of law, may be read in evidence, without further authentication? *Young v. Bank of Alexandria*. *384
- See BANK OF ALEXANDRIA, 2: COLUMBIA: COVENANT, 2: EVIDENCE, 13: GIFT, 2, 3: LEASE, 3: LIMITATIONS, 1.

WITNESS.

1. A witness interested in certain admitted items of the plaintiff's account, is still a competent witness to prove other items. *Smith v. Carrington*. *62
- See TREASON, 29.

WRIT OF ERROR.

1. If a writ of error be served before the return-day, it may be returned after, even at a subsequent term: and the appearance of the defendant in error waives all objection to their regularity of the return. *Wood v. Lide*. *180
2. The service of a writ of error is the lodging a copy thereof, for the adverse party, in the office of the clerk of the court where the judgment was rendered. *Id.*

See APPEAL, 4.













