

**SEAMAN'S WAGES.**

1. The crew of a steamboat plying between the ports of adjoining states upon navigable tide water, have a right to proceed for wages due them, by libel in the District Court of the United States, and have a lien on the vessel, her tackle and furniture, for such wages. *Abbott vs. Steam Packet Co.*, 542.
2. This right to libel the vessel in the admiralty courts for wages, extends to every officer and seaman who assists in navigating her except the captain. *Ib.*
3. The officers and seamen have a triple security for their wages: they may have recourse to the vessel, the owner, and the master. *Ib.*
4. The seaman's claim for wages follows the ship and its proceeds, in whose hands soever they may come, is preferred to all other demands, and constitutes a sacred lien, which continues as long as a single plank of the ship remains, and extends to the whole amount of compensation due the seamen. *Ib.*

**SECRET TRUSTS.**

The court does not favor secret trusts, and will not allow them to be set up to defeat the right of creditors. *Brooks vs. Dent*, 523.

**SHERIFF.**

See POUNDAGE FEES, 3.

PRACTICE IN CHANCERY, 43 to 45.

**SLAVES,**

See FREE NEGROES.

MANUMISSION, 1, 2.

WILL AND TESTAMENT, 14.

**SPECIFIC PERFORMANCE.**

1. A bill for the specific performance of a contract is an application to the sound discretion of the court, which withholds or grants relief according to the circumstances of each particular case, and in the exercise of its extraordinary jurisdiction in such cases, the court, though not exempt from the general rules of equity, acts with more freedom than when exercising its ordinary powers. *Tyson vs. Watts*, 13.
2. The contract must be fair, and just, and certain, and founded on an adequate consideration, and if deficient in either of these requisites, its performance will not be decreed; hence the plaintiff who seeks the enforcement must make out a stronger case than is required of him who resists the decree. *Ib.*
3. The contract must also possess the essential ingredient of mutuality, and in cases of inequality of obligation, it is better to leave the plaintiff to his remedy at law for damages; for if equity acts at all, it must act *ex vigore*, and carry the contract into execution with unmitigated severity. *Ib.*
4. The manifest object of the defendant in this case, (and which he believed was secured by the contract) was to have the minerals on his farm worked as well as explored, and by the contract he gave full power to P., the assignor of the plaintiff, to make explorations and to work the