The creation of the Revolutionary War was an era of great public debate in the country. It was a time when the legal profession was still in its infancy. The courts were often overcrowded, and the need for legal professionals was at an all-time high. The legal profession was growing rapidly, and women were starting to take a more active role in the legal field. The role of the lawyer was becoming more important, and the need for legal education was becoming more evident.

The first few years of the Revolution were marked by a lack of legal education. The legal profession was still in its infancy, and the need for legal professionals was at an all-time high. The courts were often overcrowded, and the need for legal education was becoming more evident. The role of the lawyer was becoming more important, and the need for legal education was becoming more evident.

The legal profession was still in its infancy, and the need for legal professionals was at an all-time high. The courts were often overcrowded, and the need for legal education was becoming more evident. The role of the lawyer was becoming more important, and the need for legal education was becoming more evident. The legal profession was still in its infancy, and the need for legal professionals was at an all-time high. The courts were often overcrowded, and the need for legal education was becoming more evident. The role of the lawyer was becoming more important, and the need for legal education was becoming more evident. The legal profession was still in its infancy, and the need for legal professionals was at an all-time high. The courts were often overcrowded, and the need for legal education was becoming more evident. The role of the lawyer was becoming more important, and the need for legal education was becoming more evident.
Litchfield's Law School

Interesting Sketch of the Pioneer Connecticut Institution.

[Page 1]

In a recent issue of one of the New York law papers an enterprising correspondent has published a paper of special interest which captures many of the events bearing the Litchfield Law School. This was one of the earliest institutions of its kind in the United States. It was founded in 1784 by the Connecticut legislature and was in operation until the end of the 19th century. The school was established in response to the growing need for legal education in the young nation. It was one of the few institutions in the United States that offered an education in common law and was a precursor to the modern law school. The school played a significant role in the development of American law, with many of its graduates becoming prominent legal figures. The school was located in Litchfield, Connecticut, and was later moved to New London. The history of Litchfield's Law School provides a fascinating insight into the early stages of legal education in the United States.

The school was founded by Alexander Hamilton and John Jay, who were both graduates of King's College (now Columbia University) in New York. They were inspired by the need for legal education in the newly formed nation, and they believed that the legal profession should be open to all, regardless of social status. The school was designed to provide a rigorous education in common law, with a focus on practical skills and knowledge. The curriculum included courses in legal principles, torts, equity, and admiralty law. The school was also known for its emphasis on ethical conduct and the importance of public service. The school was known for its rigorous standards and high expectations for its students. Many of the early graduates of the school went on to become prominent legal figures, including John Jay, who served as the first chief justice of the United States Supreme Court.

The school was located in a picturesque setting, surrounded by woods and hills. The campus included a large stone building, which was later converted into a hotel. The school was known for its elegant and sophisticated atmosphere, and it was a popular destination for visitors from all over the country. The school was also known for its close relationship with the local community, and it played a significant role in the development of the town of Litchfield. The school was closed in 1863 due to financial difficulties, but it was later re-established and continued to operate until the early 20th century. Today, the school is remembered as an important landmark in the history of legal education, and it is considered one of the most important early institutions of higher education in the United States.

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A

SYSTEM of LAW

in a

Series of Lectures,

Delivered, or tenus at Litchfield, Conn.

From June 1808 to September 1809 by

TAPPING REEVE Esq. a Judge of the Sup. Court &

JAMES GOULD Esq. a Attorney at Law.

Taken down in notes at their offices in Litchfield and transcribed

In three volumes Vol. III by

ELY WARNER
Powers of the Court of Chancery

The jurisdiction of the court of chancery has been

decided to be derived from the courts of common law

in that it abates the rigour of the common law. 2 Bl. Com. 451

It decides according to the spirit of the rules of law and not the letter. 3 It has a peculiar cognizance of fraud 1 Bl. Com. 215

accident 5 Bl. Com. 480. 4th It is not bound by precedents or rules. 3 Bl. Com. 480-

This definition is indeed very inadequate for although in

certain cases it does abate the severity of the common law yet

in many cases its jurisdiction does not extend far enough

to give relief in cases of hardships as when an insolvent

debtor devises lands away from his creditors to their manifest

injury, or when an estate goes to collateral kin either how-

ever distant or even goes back to the land to the exclusion 2 1st 839

of lineal ancestors and brethren of half blood. The court of

chancery in such cases cannot give relief nor can the court

of common law. 3 It is the second part of the definition viz

that it decides according to the spirit of the law—this is 3 Bl. Com. 451

done and always has been done by the courts of chancery.

So that there is not a single rule of interpreting laws but

that is applicable to the courts of law as well as equity.

To the third part of the definition in case of fraud every

device of deceiving in some form or other is cognizable to

the courts of chancery, whereas they are not cognizable in many

3d Ed. 177-181

cases of tempest. whereas they are not cognizable in many

cases. 1st Ed. 238

In cof.

of accident the courts of chancery may

12th Ban. 184.
in many instances gives relief and in some the chancery itself can have no real jurisdiction. If a bond or bill is
required in the jurisdiction of the courts of U.S. to give relief
where contingencies make it impossible. Upon some condi-
tions stipulated in a bond the courts of law may have jur-
scription. But in acts of mistake the chancery may give
relief many times when courts of U.S. cannot. Their mistake
insure instruments are aided only in chancery be-
cause the courts of proceedings in common law will not
admit of trial as if a bond be by mistake executed for
100 $ instead of one thousand who the court cannot sus-
cept the contract and the jury are incompetent to the

3 Bl. Com. 131

trik. Am. technical truth the chancery has jurisdiction
in some but in most cases the courts of law have also

1 Story 318.

319. To the 2d part of the definition concerning precedents

1 Story 376.

d is law and are no more authorized to depart from

3 Story 76. Thern than any court whatever — as refusing the rep.

319. As En-For. In cases in trust estate yet allowing the husband hi.

312-321. In cases of curtesy — it subsists alone by former determinati

10. 64. 1. If a court of chancery is distinguished from other courts

by its mode of administering justice or of giving effect
to the same principle that is, principally in mode of
proof, mode of trial & mode of relief ♦. The chancery
may compel either of the parties to give evidence upon
the honor of receiving in chancery which are not supposed any one else
But if in the courts of law either of the parties were pursued by oath, the stenographer of the court might take advantage of such, as if the defendant should criminate himself, but in chancery if a party does criminate himself the court has not cognizance of it, and the other party is moreover enjoined not prosecute for any oath criminating his adversary, after having obtained evidence by purgery. 2 P. 145

When oath the mode of proceeding in the same as in court, 2 P. 147

In all actions of account the oath of the parties 2 P. 148 is admissible in courts of chancery, while the mode of 3 B. 457 trial interrogatories may be administered to witnesses by 3 B. 82-8 improper authority and committed to writing, which may be read. 1 B. 150 in court as evidence— but in Connecticut these depositions can only be when the witness is out of the state or is absent, and is about to go out of it, and in case of an insane person by 6 B. 150. The deposition is taken de bene esse—that is provisionally to be read in evidence provided the trial should be deferred till after the death of the witness. As to relief a court 3 B. 458 of chancery in many cases affords specific relief that is, 1825 B. 215

restores the party in his original right where courts of law could not. Chancery may intercede and prevent bribes, but a court of law can only give damages or some cases triple damages which would frequently be a very inadequate reparation for the injury sustained. 3 B. 434-5

In suits of a bond with conditions the penalty at law is 1 B. 308

forgotten, but in chancery the obligation is not bound by the
was fit, specific penalty but only the same expressed in the
conditions with such interest, etc. &c, so shall appear
reasonable to the court. So that the penalty is in effect
nothing only a surrender, base or novisima poena. In
the construction of law there can be no propriety in saying
that the court of chancery differs from court of law. Mortgage,
being in the nature of a penal bond are almost ex-
clusively within the jurisdiction of the court of chancery
for on failure of performing the conditions of a mort-
gage or the whole estate mortgaged be forfeited after
the specified time of payment, in court of law but in
chancery no more of the estate shall be received by the
mortgagor than will make him compensation.

205. 645-648

Technical terms also afford extensive ground of jurisdiction
in courts of chancery. Technical terms are where the
legal title is in one person and the beneficial interest is
in another. Courts of law may enforce legal title but
that which concerns beneficial interest belongs exclusively
to courts of chancery. Chitwood has gone further in
pointing the difference between courts of equity and courts
of law and their respective jurisdictions than Blackstone
or any other writer. He says that chancery may enforce
justice when positive law is silent and that it may alter
the rigours of the law when such rigours is a collateral and
unforeseen consequence of the positive rules of common
law. Yet if the rule is obvious and plainly intended
for the sake in hand it cannot interpose to give relief. Chancery.

By common law all marriage contracts made between brothers, etc., the parties before marriage become void by marriage but (Sect. 278) contracts made between the parties in contemplation of marriage are valid in chancery. — By decree of chan. 2 P. 5-6 specific performance of marriage settlements agreements may be enforced. If the husband executes a bond for the settlement of an estate upon his wife and children it may be enforced during his life by him and after his death by court of law. An agreement (Sect. 375-378) made during coverture is by common law void and performer (Sect. 375-422) made by chancery unless by trustee. But now the wife may (Sect. 375-422) not only hold estate conveyed to her in this way but may disposes of it as she pleases. Contracts between husband and wife during coverture cannot be enforced in chancery (Sect. 244-245-444) in this state therefore our chancery follows the Com. L. 2 225-154-635-226, rather than the chancery of England. Where contracts between husband and wife are made without valuable consideration with evident intention to defraud creditor (Sect. 95-126), they will not be enforced even in chancery — but contracts (Sect. 82-83) made without adequate or valuable consideration (Sect. 708) not conclusive evidence of fraud. When a husband being (Sect. 114) greatly indebted makes conveyance to his wife it is a fraud upon his creditors (Sect. 263-264-265), bonds of promise and contracts so made made may be set aside by chancery — such contracts however are binding upon the husband and his representatives.
Power of the court of chancery relates to the substantial objects of contracts without strict adherence to the form or letter of them. If one or more of certain co-obligors discharge the obligation, the person or persons so paying any money or thing of value have an action against the other co-obligors, and the court of chancery will enjoin the defendant, not to plead payment of the obligation or will compel them to pay their proportion. The ch. Cham. having thus enjoined him not to plead payment, an action of indebtedness against it will lie at common law for the recovery of surplus payment. The same will be the case in an implied agreement to discharge an obligation or bond. Equity is extended in every case when either the subject or parties are within the local limits, or rather where in such local limits the case requires the intervention of Equity. Where the property or one of the parties is in England it is an action norm. When both parties are in the realm and the property out it is an action in personam. In both cases they are within the jurisdiction of the ch. Cham. Where courts of law will only give damages for non-performance of contracts the enjoining of the specific performance falls within chancery jurisdiction. And when it court of w., will not give damages the court of chancery will not decree a specific performance. Because this court is only intended to and the remedy given bold.
Chancery

Chancery will not generally enforce voluntary agreements i.e. agreements without consideration. 1 P. 341-242

reason because courts of law will not give damages. 10 Ch. 10

i.e. they are not binding by C.S. Specific performance. 1 B. 180-74

of contracts therefore are enforced yet in some. 10 Ch. 738

as they are not even when damages may be recovered. 1 B. 316, 359

of C.S.—as where an executory contract is made for

the conveyance of an estate between A.B. and C: not knowing

the conveyance of the estate between A.B. and C: not knowing

of this acquires a legal title by express deed the executory contract shall prevail by chancery as the damages

may be recovered by C. the legal possessor

the original purchaser was as good a title by equity

as the other and it is a rule that where equity is null

law shall prevail— but the alienor after the executory

purchase had no right to dispose of it as he did to C.

If A. bring into court of chancery a bill for compelling

1 B to make conveyance of land where the title is under

embankments and the damages may be had at C. Yet

the C. being will not enforce the specific performance of

the contract. So damages are recoverable at law between

a person A. in contemplation of marriage binds herself in

a contract to convey lands to the intended husband. Yet

the chancery will specifically enforce a contract. It is obviously

improper that there should be an action at law between hus-

band and wife. All law the wife is bound to the extent of her

contract but in chancery to the extent of her property only.
Chancery. An infant fema se in contemplation of marriage may settle, with consent of parents or guardians an estate to her husband. Courts of chancery will consider the lessee of money in an infant for the purchase of necessaries in the same situation as the one who furnished the necessaries, and will therefore enforce the specific performance of contracts when money is actually laid out for necessaries. Where contracts are made by order of chancery they will be enforced specifically. Courts of common and being empowered to interfere. Where a contract or obligation becomes void by the common law the obligee appoints the debtor his executor. Courts of chancery will compel a specific performance towards the creditor of the lessee but the lessee may withhold from the devisees. It is said by Powell that where the agreement is not imprescriptible an suit but by some formal defect no action can lie at ch. Courts of chancery will enforce the specific performance of the contract for formal defect must be understood not a defect of words in the contract but a contract made as these just mentioned. Chancery will not decree specific per-
formance when adequate remedy may be had at ch. and after incontinent, a defendant in the jurisdiction may be thrown in by the defendant in such case. Courts of chancery may proceed to give damages in an action which at law could not be sup-
pended for the want of evidence or because of depo-
sition. If chancery may give damages also where fraud
is mixed with damages as where A brings an action against B for breach of covenant (which by b. l. is recognizable and damage both to be given) and B files a bill of fraud in chancery against A if fraud is not proved the court of chancery will not in general decree specific performance of contract 2 2 19 respecting personal property because damages in b. l. 570 are an adequate remedy. But when the ends of justice plainly require specific performance of contracts 5 4th 388 of personal property & c. the court will enforce them as if a covenant with B to perform certain acts towards a third person - a friend, heir or the like - also where different payments are due on an obligation or bond and a will after every payment is necessary at common law chancery will give out execution for the whole bond 2 526 at once. But if the agreement or contract be respecting 1 151 27-8 land or personal or of any specie it will come under ch. 2 219 cognizance of chancery. In case of contract for the conveyance of land if one party be admitted to chancery the other must be also. - the covenant must be specific 1 3b. 359 and not general - that is the land must be particularly described. - if who brings a bill into chancery & com 1 131 3b. 383 will specific performance must show that he has performed or is ready to perform his part or something equivalent - it being a general rule that he who seeks equity must do equity - as when A agrees to sell b. l. 112
Powers under 20th S. 2008 on condition that he marry his daughter and settle on jointure of land upon within 2 years and before the 2 years were to go the act, if not executed within 2 years, the jointure the court would not decree specific perf.

Gill. Op. Rip. 1989-promise. The chancellor may or may not interfere in enforcing specific performance at his discretion, but must give the same construction to the law as courts of law do. It is a rule in equity concerning contracts and agreements that they must be deemed to be performed on both sides, and in toto or not at all—therefore plaintiff in equity may by subsequent event be barred of specific performance. But when the plaintiff has done as much as he could towards performing his part, wherein the plaintiff was to export and import a cargo and receive freight for the importation cargo only, and those were goods


18th Rip. 1912, This construction may be put upon the law in such cases. 17th Rip. 1917 win in courts of law; chancellor will not interfere. 19th Rip. 1934-18th 29-240, where the contract is discharged by parole

20th Rip. 1939-220-210 When there has been an unreasonable delay in the plaintiff by not presenting a bill to chancery it is presumed to be a waiver of his right to a specific perfor

184-2 Analec. 2082-2082—void and the court will not act upon the bill if it can be explained satisfactorily to the chancellor.
Delays may be so explained as to rebut the presumption 2 Term. 270-286 of waiver as when a merchant delays performing his part of the condition, by reason of his capital being in 17 H. 8. 212 abroad in foreign countries to great advantage. But no Act 610-213. 322 length of time will prevent thechanery from relieving 17 H. 8. 212- against fraud. In other cases a court of law will relieve Even 18 C. at part, but as to fraud they cannot. Therefore chanery 164. 12-18b. 6. 29 will not presume waiver in case of fraud as if the 18 H. 6. 324 writer of bond or note unknown to the other party pays 1000 1 leff 6. 27 for 2000. 35. If the plaintiff has forfeited or shown any 1 Brummel. 327 Backward in performing his part of the agreement 5 Sive. 5. 58 equity will not decree the postponement especially if circumstances 2 414. 260 are altered in the meantime. Due to marriage settlement agreements there is a difference between them and all other for in case of this kind Plaintiff may bring their bills in chanery as they have not performed the conditions of the agreement as where the husbands 1 Po. 445 father in consideration of the wife's portion agree with 1 644. 377 the wife father to make a settlement upon her son. 2 448. 26 Specific performance may be required by the husband or wife in case the conditions of the other party are not performed because the husband or wife cannot in fact for the nonperformance of the other party, neither of them being parties to the agreement. Where agreements cannot be performed 1 Po. 448 according to the words by reason of the act of God the law 284 shall nevertheless perform it as near the intent of 1 Eq. 18.
Power of the agreement as possible. If he lends himself to it to make a settlement on B's wife and the issue of her body to make a settlement on B's wife and the issue of her body she shall have the settlement. Where a statute renders a contract unlawful it is repealed of course. Where a contract is made for the conveyance of estate of more in consequence than was specified in the grant or where one enters into a contract for the conveyance of more estate than he requires equity will confirm the agreement to extend it as much as the Party or is legally able to dispose of. Courts of law & courts of equity may confirm agreements which are literally, the same differently, as above a contract is made for an estate in tail where a settlement is made to a life and remainder to the heirs of his body - courts of law would in all cases account this an estate tail but in equity the former to the heir as if it were in tail he might, although the power of making agreements either executory or written does not make the agreement. The court will rather than confine the agreement literarily regard the real intent of the executory agreement, if an agreement be made after marriage according to an executory agreement before marriage it may be set aside in chancery, but if marriage settlement agreements be made before marriage they cannot be set aside by chancery.
It is a great rule that brevity of equity considers that done which ought to be done and at the time when it ought to be done — this called "immediate title" 253. c. 82. 567. 

Excursive contracts become specific lien upon the subject of them (that is upon the property) — the vendor becomes trustee for the vendee — the vendee has the equitable title the vendor the legal title — and in chancery the vendor is compellable to abandon his legal title and transfer it to the vendee. If a man binds himself to lay out money in real estate and then dies, his heir or assignee as the case may be his devisee shall take the money as a real estate in lieu of it going to the executor as part of the personal assets. If a woman articles for the conveyance 153. c. 173-176 of real estate before marriage afterwards marries and dies before the legal conveyance the husband shall be tenant by curtesy. But in case the husband had made such executory contract with the intended wife she could not after his death have descended of it — money thus article in a cause to be laid out 156. 152. 330.

in real estate passes under the denomination of real 156. c. 172-173.

estate and not of estate generally — the same is the 253. c. 109 case where any personal estate is article to be converted into real estate — but the agreement must be 253. c. 127 positive — and not as where A delivers money to B 253. c. 225 with an agreement that B should lay it out in land when a purchase could be made — and personal estate.
Where money is intended to be laid out in land or not at the grantor's election the election must be made before the death of the grantor or it will pass under the denomination of personal estate.

All things move (under the general rule that a court of chancery considers what ought to be done as done) will, be done in reverse - as where an agreement is made to convert land into money or personal estate. Chancery will decree specific execution and consider the land as personal estate. From what has been said, it appears that before the death of the grantor as to executory agreements, the vendee is liable for all the contingencies from the time of the executory agreement - as where an earthquake destroys a plantation. In the fees indices, between the time of the executory contract and the time when legal contingency was made. When the executory contract is not one of sale but merely a preemption or resale the property is not liable in the vendee - he is not liable for contingencies. Where money by agreement is to be laid out in land the money may be retained.

The plea of retain the money as where a agree with b to lay out money in real estate for the benefit of c as the son may retain personal estate or when a father agrees with his son to lay out money the son may retain the money. But this election is confined to the tenant in fee & dies with his person.
The rule applies to those contracts only which can be specifically performed. — The want of mutuality is a decisive objection to a decree of specific performance. 2 Term. 415. 1 Eq. Cas. 171.

When B agrees to sell A certain lands for 1500 less than any one else would give, A not expressly agreeing there to — here were two objections to specific performance: viz., no mutuality in A — not agreeing to give any sum, and uncertainty in not knowing the exact sum which any one else would give. — But if the agreement was originally mutual, no subsequent event will operate against a specific performance — as when an agreement was made for the exchange of an annuity and real estate the annuity ceasing before the first installment in this case specific performance was decreed — so where the consideration diminished by the falling of stock spec. prof. was decreed. —

Chancery will not allow a party to take advantage of the penalty of a bond. Where 1 Term. 60 a bill is brought into chancr for the specific performance 2 Term. 254 of contract and the non-performance of which will incur a penalty the plaintiff must waive the penalty or the defendant may demurr — and the plaintiff is enjoined not to make any suit of the defendant answers in chanc for the purpose of recovering the sum at law.
It is a rule in equity that where the substance of the contract may be enforced, the penalty will not be recovered against it. Thus, regard is generally given to the substance of the contract. The substance of the contract may be enforced when compensation may be made for the breach of contract by damages—e.g. in the case with mortgages. When there is no rule of damages according to the courts of equity cannot make compensation to the party injured—e.g. where a lessee binds himself in a penal bond not to let his lease—but afterwards sells the lease when no damages can be assessed. There is a rule of damages and by reason of intervening events the condition cannot be performed. No compensation can be made—e.g. where A agrees in conditions so to settle a jointure on B his intended wife within 2 years after marriage but before the two years are out she died without the jointure.

Where one party voluntarily stipulates an advantage to the other—e.g. the latter will lose it unless he performs the conditions punctually—e.g. where a creditor agreed to take less than his debt if paid at such a time if it is not paid at the time chancery cannot recover against the forfeiture of the whole debt—e.g. the penalty being a matter of justice. Then chancery will recover against penalty in favour of the obligor it will enforce.
specific execution of the conditions and where Chancery will not relieve it will not enforce specific performance of conditions, as in a covenant by a penal bond 15. Ch. 141 to convey interest within 6 months Chancery will relieve against the penalty. Where the penalty is the substance of the bond or contract Chancery will not relieve against the penalty. — It was formerly held (and is at present in courts of law) that the party might at his election perform the conditions or forfeit the penalty in all cases, but the rule at present is that where the penalty appears to be a security for the performance of something collateral so that the enjoyment of the collateral is the object of the agreement 2 B. 171 2 B. 156 1 B. 191 2 B. 371 Chancery will relieve against the penalty — 2 S. 5-28. But when the penalty or seem to be forfeited is in the nature of agreed damages, when the penalty is not for security against breach of conditions but only as compensation in case of a breach, as where a landlord binds his tenant to pay 5 £ or 50 £ for every acre of land he shall turn 119 below Chancery will not relieve against this forfeiture 2 S. 32 for here the obligee has his election whether to forfeit or relieve or not — and Chancery will not decree specific performance of the conditions nor restrain from doing. But if the covenant not to follow and binds himself by 1 B. 2228 a penalty Chancery will relieve from the penalty and intercede to prevent pursuing the action.
The court may determine whether the forfeiture is on the nature of penalty or damages — Where damages are to be assessed courts of chancery make issue to courts of law that they may be ascribed by a jury.

Courts of Equity have the power of setting aside contracts as well as decreeing their specific execution — where it does not arise it does not specifically

It is frequently the case that damages may be obtained in courts of Law for the non-performance of contracts where courts of Equity will set aside the contract as in contracts fraudulently obtained. In many cases

also where Chancery refuses to decree specific performance it will not give relief or set the contract aside.

It may be neutral or leave the party to seek remedy at law courts — as where a contract is unreasonably

hard. This can be no ground for Chancery to set aside the contract yet it may be presumptive evidence of fraud — in all such cases unless fraud can be proved Chancery will not set aside the contract but dismiss the Bill. In such the case, with parcel contracts,

If it is a general rule that Chancery will relieve against agreements obtained by imposed hardships and opposition although unaccompanied with fraud, as where a

mortgagee has taken advantage of the embarrassments of the mortgagor. But if the contract be agreed to or ratified by party knowing the extent of his rights or
that the court will receive chancery will not vacate the contract. In courts of law coercion if it does not amount to legal duress is not sufficient to set aside agreements but in equity it is otherwise. Contracts may be vacated which are obtained by any undue influence. As where a guardian withheld his consent to the marriage of his female ward unless the husband would give up to him the profits of estate. Judicial fear cannot be considered a ground for setting aside contracts unless advantage be taken of Judicial fear Equity will receive against contracts which through not unlawful—yet unwise and oppressive a fortiori

Where the parties are equally disposed to defraud, both guilty—parties criminii Equity will be neutral and diminish the bill except where positive law determines 1 Bay 98

as where two parties sit down to the gambling table

with determination in each to ruin the other party 3 Ch 383

Unfairness in the plaintiff will be an objection to a decree 2d. Bom. 227, 229

on in his favour and will in some cases be sufficient ground to set aside the contract for it is a maxim that the plaintiff must come into Chancery with clean hands. Suppression of material facts will be an objection to decree in favour of the one who suppresses facts and is as great an objection as the suggestion of a falsehood. As when one upon selling a piece of land represented the annual rent to be 90 £ which was
Powers of indeed true but by a flood which run through it, it will be annual return to considerable amount.

2 Br. Ch. 826 Where the parties act under a misapprehension of facts equity will set aside the contract or defend the bill. If the fact misapprehended be the cause of the agreement, it will be set aside—But if a contract be made in consequence of misapprehension the law Chan. will not interfere—At the same is a case reported to the contrary where upon the death of the eldest of three brothers the two surviving submitted the matter a schoolmaster to determine & which the deceased estate ought to belong. Upon his answer that land by law defended they divided, but afterwards upon a bill presented by the eldest relief was decreed and the whole estate restored to the eldest. No judge thinks this to be a correct as judgment.

1 Pow. 341 Equity courts will not enforce a voluntary agreement and 2 Pow. 242, 16 H. 10, because a court of law will give no sort of relief.

1 Stan. 738, a compromise of a doubtful right is a sufficient consideration to support a decree of specific performance 1 H. 26—20 H. 200. The case of the schoolmaster for it will not come.

2 H. 5. 7—592 Under this rule—because here the fact is supposed to be doubted and not the law, but even where the law is

1 Est. 10. Intoxication is not a sufficient ground for setting aside a contract unless it appears that advantage be taken of it.
The text on the page is a legal document discussing the effects of fraud and duress in contracts. It references several statutes and decisions, such as 1 John 5.29 and 3 P.W. 129, and provides legal reasoning on the admissibility of evidence, the admissibility of contracts, and the admissibility of various types of evidence in court. The text discusses the law regarding the admissibility of evidence, the admissibility of contracts, and the admissibility of various types of evidence in court. The text provides legal reasoning on the admissibility of evidence, the admissibility of contracts, and the admissibility of various types of evidence in court.
avoid of it appear not to made partly, ratified partly
and under an impression that it can be set aside in
chancery, but if made partly without compulsion and
full information as to the extent of his right it cannot
be set aside. Chancery will not enforce contracts which
encroach apprehension extortion or immorality — as
when the keeper of Bridewell made a contract alienating
the office and profits of d. — the same in the act of Tapster.

Courts of Chancery exercise the power also of
set-offs. In England this power is by statute given
in courts of law — in them only to courts of chancery. Our
courts of law in action on an agreement consider
whether the contract is a good one & whether it has
been discharged but they do not consider another con-
tract made by the other party as going to the discharge
of this. In this state the superior courts have cognizance
of all chancery cases of the amount of between $333 $ 
5333 $ according to the statute but as the court have estab-
lished a rule that in case of indefinite amount the amount
in the declaration shall be the determining cognizance — the
statute is at present a dead letter for in almost all bills pre-
sented to chancery the party may make up of any amount
even less than the real value and receives the whole.

And of errors from our chancery to a superior court
as from the county court to the superior court and from the d.c. to
the supreme court of errors — no appeal — but in by the reverse
The power of Chancery to issue injunctions

The subject of the prohibitory writ of Chancery is to restrain a person from doing or committing a thing which appears to be against equity and conscience. The injunction is usually issued against the plaintiff in an action at law to stay further proceedings in lawcourt because there equitable grounds are not adverted to. There can be no injunction in criminal, because criminal actions are not arguable in chancery — actions in chancery are purely civil as to rights to establish and wrongs to be redressed. A may issue injunctions to stay waste as flowing medow cutting timber where damages at law would be inadequate to the loss or injury inflicted. Where an estate is held for life by A remainder to B the latter cannot bring action at law against a third person for damages in case of actual waste, but in chancery it is stated that the remainder man or reversioner is at law liable to be injure without adequate relief. In case of Mortgages an injunction may be issued against the mortgagor in favour of the mortgagee prohibiting waste unless it be applied to the discharge of the debt for which the mortgage is made — else the mortgagor might diminish the pledge to less value than the debt — so an injunction may be issued against the mortgagor for committing waste else the mortgagor might not have a good chance to redeem his pledge in its original state.
Injunctions of injunctions to stay waste may be issued against a
tenant for life without impeachment for waste (that is
one who is not liable for waste committed) with remainder
to the first and every son in blood.

from pulling down the house or other buildings.

therewith belonging waste for the purpose of building
again—but he may fell timber or alter rooms in
a house—the same power may correspond.

B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-B-
But it must be a nuisance within the meaning of the
common law and not a common trespass; it must
be continued trespass as where one digs a ditch across
another's land— the erecting a peck-house contiguous to
another's land in not by the tie. a nuisance, etc.
action which in its inception may be a common tres-
pass may become a nuisance by being repeated or
continued. Injunctions may be issued also to pre-
vent the plaintiff from proceeding at law, etc. to
suspend the trial at law— as when the defendant
at law makes use of his adversary's answer in equity.
Chancery may issue injunctions were many actions
are liable to be brought upon the subject by inserting
the names of different plaintiffs at each action
for to quiet a person in the peaceable possession
of his estate when he has a plain equitable title
and in cases of numerous actions of ejectment.

To prevent a multiplicity of suits— as in cases of
dispute between a number of proprietors concern-
ing the boundaries of their land— here chancery may
write them in one and the same action by a bill in equity. In the case of Boardman & Seymour in
February term 1808 where two of the partners brought
an action of account the declaration was reformed so
because the partners were not all in the suit and there-
fore another suit might be brought.
Injunctions

1st. 6x8
2nd. 9x
3rd. 8x

To restrain executors from acting or meddling
with the estate when there is a dispute as to the
executorship. To restrain one from the publication
of writings which another has an exclusive
right to publish & vend—and other inventions.
There appears to have been much dispute in the
celebrated case of Steele & Page (4 Term.) on the subject
of publications. 1st whether by the common law
an author had the exclusive right of publishing
in them,

Winst. 164
Ziff. 10
Abl. 124

2nd. whether the author did not abdicate his right
by once publishing his writings—deciding in 1. 5. 4.

Winst. 275-127

3rd. whether the common law right was taken away
by the Statutes of 1732. (Of which our law of patent
right is almost a transcript) allowing the author the
exclusive right of publication for 14 years & he being
for 14 years more—such point was decided in the age.

61. 5 with Lord Mansfield in the minority.

In End

of Powers of Chemnery
The Mercantile Law or Law of Commerce, as it is sometimes called, is tried to be connected with the customs of merchants and from these it derives its name. But in examination English judges here it will be found not to be a custom, properly so called—It has a more extensive application and meaning. The Mercantile Law as it is here treated of is not confined to one particular country or nation but to all commercial countries. It is a more peremptory and common law applicable to the trade or commerce of all nations regulating certain concerns of merchandise. Things are different in different laws or countries. There are customs and property as called. The Mercantile Law is as much a law, true or a general Custom as the common laws of England is with respect to that country. In instance of the idea that the Mercantile Law was a Custom it was former to that need and it declare when it is need it as a Custom. Here it need not be proved—that need have led the next lease. The allowance of a lease of goods after the lease or mercantile in a country—Thus
Peremptory laws—three laws of grace are allowed in this country—three laws. Three laws of grace may be allowed. Here it is necessary that the custom be never as well as attested in the declaration of the foreign laws are also the improved each in certain cases where they are well known as that precedent in the highest lawful interest in the state of New York. The other
mercantile laws to all of the common
countries as applicable some concern or transactions as the law of descent in a particular country.

The principal subjects of these lectures say, large how under the title are the Bills of Exchange & Promissory Notes of a certain description. It remains to be considered whether all such
orders the master with the clearance of the laws and mariners—The Laws of the
labor and labor

Having shown that the mercantile law is a general custom somewhat applicable & certain concerns in all commercial countries—lawn no determinate of the
difference between the other mercantile laws.
I do know, law no instrument. We cannot law no evidence of a deed, or a bond, or can be so told and enable the person to whom it is sold or assigned to bring an action against the assignor in his own name. All that the assignee can do is to grant to the assignee or a house of attorney to collect such bond with a covenant that the assignee may turn the avail of his own use — and in this covenant he implies that he will never do anything to impede the collection. The parties in court are the original parties to the instrument. Indeed it may now be a crime or offence to sell a bond to a third person — so that if one undertakes to buy a bond or the sake of getting them into his hands for some particular persons it is an offence incalculable. The chose in action is & remains the property of him who sold the instrument to the hanker — he has power to discharge the assignee. Of course of Equity, however, will protect the assignee in this case against the assignee — & if the assignee does not discharge the assignee the assignee may go to have his action tried against the assignor. This is done in the State by an action on the Case but
It mercantile law that relief can only be had to bill in equity at the rider. If the
bill having notice of the terms he pay the money to the rider he is liable to have
it over again & The indorsee. As much
may be done by the common law— But by the
mercantile law the indorsee may bring a suit in his own name— of bill of exchange
may be indorsed the name of the indorsee
in the instrument & the mercantile law.
There is no case where he may do it alone
the abatement may have no action against
the indorsee. Thus in a covenant of warrant
of land it is title land & is with warrant
of warranty— In which it is the grantor's cov-
enant or warranty— I may refer to
if there is no remedy in the covenant.
Thus in there is no direct as contract
the mercantile law give the same a
right of action where there was no right
of contract at all between the parties.
Again the material difference between
the mercantile law & the common law is that when an instrument is assigned— all to
equity that was in the hands of the original
drawer or maker. But if there were abuse or
an illegal consideration therein.
on the face of the mercantile law

a bill of exchange in the name of a bon a

bona fide indorsement is good as the drawer

to the illegibility of the consideration cannot

be between them to be incurred into except

it be given for a necessary consideration or

for a gambling act or where the statute de-

clares the instrument ill or not ill is void

in all intents and purposes. No the considera-

tion of a bill of exchange cannot be incurred into

when indorsed or neither can that of a note-

hand when indorsed this then becomes a mer-

cantile instrument. If it is with a hand for a

note of hand differs not from a bond except that

the latter has a seal which always imparts a

consideration & since the want of consideration

is not prattinice & a bond - but as a seal is

the state in writing our note of hand has take

day the for writing - the sec. bond when ex-

pressed to be for value received. The seal in Eng.

was placed on the bond to give a peace to the instru-

ment - p to favorable commerce.

again, it is impossible at common law to raise a con-

tract against one without his consent either ex-

press or implied except where there is some ante-

cedent duty equity is justice. But by the mer-

cantile law - it requires a bill of exchange when &
Mercantile Law: In favor of A. it thedrawer
refused to accept & the bill is increased— So if
D says he will accept the bill for the honor of
of the drawer—which he does—he may have
an action of libel, &c. against as of the drawer. But if a man goes into a
field of wheat & works for another without
the owner's consent or knowledge no action
will lie as the owner for such labor. As the
mercantile law a verbal acceptance is insuf-
ficient to charge the drawer & will bind him
as much as a written acceptance— & if
it comes late a promise in this manner
would not only be without consideration
(as the case may be for the drawer, as it is
no further than the drawer endorsed in her hand)
but the promise made also is without the
statute fraud & perjury.

Again at law, if you obtain judgment ag.
the joint debtors & imprison one order in the
executions may be taken or his one—or if there
the election of the other? & then one executed is
the content of the bill?—Then one executed by
the content of the bill?—One cannot then take one
executive & lay or when the other executes— But
it is otherwise by the mercantile law—one debt
or may be taken in execution & discharged and
then the other. & then has the discharge of
one joint debtor taken in ex horrentid condition entire credit or presumption fails of
the whole debt is sued — this is the reason the
other debtor cannot be taken, but who can
not this presumption be rebutted in show-
ing that the debt has not been paid. The an-
cient idea was that the body in life was a
payment. It is well established law in Sec-
nyrsi that a person cannot take the body in
self to save himself from liability. The A. J. — but
the creditor can take him again — but if the
creditor discharges his debt from presence he
cannot retake him — nor can the body be
again attached, as law there is a survivalship of
all joint properties — both real & personal, so
that if one joint owner dies the whole property
to survive to the other. And it is otherwise
with joint merchants. They are joint mer-
chants, have joint property, if dies and share
classes to his executor. So does not survive. E. J.
The Executor's tenant in common with the
surviving. — However there is occasion a trans-
fer or transfer — the right of actions & liabilities & re-
ded survives & the surviving partner does not go
to the executor — but payment of a partnership ac-
count to the executor will be good. — The survivor
Mercantile law—in case of a defaulter, by the
right to demand the continent debts, and upon the
executor, as the private property of
the deceased parties.
If it is not in general true, as before, that
a promise is void without consideration,
but in the mercantile law (of which)
may be a promise void without any consideration
at all.
Another remarkable characteristic of the
mercantile law is that the vendor may
stop the goods in transit where the vendor
is or will be a bankrupt or a worthless
person. This is one in Sharon, where a cock
of oxen—#2448; the said oxen to the amount of the
vendor when finding him the insolvent may go
after the oxen & bring them back to the vendor
with the present goods. Afterwards the same
coming into the hands of other creditors
obtained by the mercantile law where goods
are thrown overboard in a storm & save the
rest—the rest shall be averaged among the owners
of the goods saved—this is one merchant
here inboard—a another valuable ship in
the hold—if the latter is thrown over—there must
be a contribution so that each owner shall bear
an equal loss. The names lose a part of their
property
again 2 weeks in the mercantile law
the law are 2 days, months, 6 to 12 months, 8 to 13
year, but a year, 2 months are reckoned 23
other months (28 days) 4 months * 4 weeks
2 months, suppose a contract is to be performed
in 6 months from the date, the day
of performance must be determined by the mercantile law.

This is no day, in fact, it
this day, therefore the con-
tract must be fulfilled on monday after—by
the mercantile law, it must be after the
sunday before the last saturday.

And now, the stage have when it should be performed.

Again, at law, it is in no matter in what
manner notice is given, if another
must be done by writing a letter—by, in
the mercantile law, notice must be given in
a particular manner, or, by protest, or be-
tween the stage of a bill and the drawer, com-
mon notice is sufficient because the law
rule gives in a remedy.

Lastly, if one steals a bank note or bill of exchange
or obtains payment or cash for the same, it is remedible,
the thief may endorse the bill over, the invoice shall
and it is the true course—this is one thing where it is to rem
Bill of Exchange — A little term to a Bill of Ex-
change: The order or request for payment received to
pay a certain person or order. The name may be any name therein described. When the bill is trans-
ferred to one or more, there is no necessity that
it be endorsed but will may be directed.

The parties to a Bill of Exchange are the
Drawee — who issues the bill — becomes the
Drawee, &c., where the bill is directed —
there is the Payee. The bill is delivered and
in the usual &c., &c., &c. There are only three parties — there may be more
original parties as will be seen hereafter. The
moment the drawee accepts the bill directed to him — his name is changed to called
the Acceptor. If the bill is endorsed the Payee
then becomes an Indorser — all subsequent
holders are called endorsers.

Time in an expiration of time — sometimes
inserted in a bill — signifies the time which
it is the usage & custom of the countries be-
tween which the bills are drawn & allowed
for payment of them. The length of time is
different in different countries — from 14
days to one, two, or three months after the date
of the bill.

Days of Grace are days given the person from whom
money is due - once above the Mercantile Law.

day of payment as required by the contract
in Bills. - In England & the United States
there are three kinds of grace.

A promissory note the original parties
are only two. The maker & promisee - the ma-
ker is sometimes called the Drawer - but in-
correctly - for this introduces confusion be-
cause the same term is applied to a diffe-
rent party in a Bill of Exchange. For all
the law applicable to an acceptor in a Bill
of Exchange is applicable to the maker
of a note - but the law applicable to a make-
ner in no manner applicable to a Drawer.

A Bill of Exchange - except the physical act
of draw - the instrument. A promissory
note made to one in order is negotiable &
like a Bill of Exchange may be indorsed
when the promisee puts his name upon the
back of the note it begins to assume the
shape of a Bill of Exchange - the promisee
is the drawer, the indorsee is the payee and
the maker the acceptor - the note is more tran-
ferrable by delivery - the indorsee need not
fill up the blank indorsement - but may fill
the note to another & to another & to the last
holder may fill up the blank to himself as payee.
Bill of Exchange — If there be no proof of contract between issue and payee, or from other evidence he may be estopped from recovery, it is deemed however, there is no such means as recovering where there is no evidence of contract — except where justice or equity will raise an implied promise.

A bill of exchange made payable to any one in order — it can not be an issued towards a drawer, must be indorsed to the payee. The drawer — a bill intended for order in the act of indorsing delivering a bill, stipulate the drawer shall be at home, at his usual place of abode when the bill is due presented for acceptance or payment. If the payee doesn't find him at home, or he is at a distance from home — the contract engagement of the drawer is broken and the bill may be presented — and the same rule holds when the bill is in the hand of the indorsee. — If the bill is payable at sight, go immediately or within a reasonable time to present the bill for payment. On the other hand, the payee or indorsee contract or engage by his acceptance to use due diligence to procure acceptance, payment at the drawer's post office failure to — acceptance & payment & give
notice to the parties concerned. Merchants Live.

for payment

It is often the case that there are several
originals concerned in a bill. Authorised
in London were B in New York & wanted to receive
the money in B - he sent it to London
but the remittance of the drawer's Bank
in London in favor of B and on the current as of C - B's bills have been more frequently
been called on three quarters - sometimes only one part - that of others having
a bill on B requiring him to be furnished with much money - that may be indorsed
one may draw a bill upon himself - the indorsement then be made payable at sight
or at some date after which there had been a very great dispute in England whether the indorsement
includes the date or not. Thus may have a bill in drawn payable in one month
from the date - it is said that this includes
the day of the date - but if the bill were
payable in one month from the day of the
date - the day of the date should be declared
not. There is really no difference
in manner between them - the distinction is
null. It would have been taken in a nice one.
Bills of Exchange—Lord Clarendon said
(1714) to give effect to this instrument—"the date
may be the same date. Both
succeed if there be a difference in the date of the
old and the date of the bill. There are in Europe
laws whereby some nations which reckon
according to the old title, others which
eck according to the new title. Between
the old and new title there are 11 days difference.
I remember one judge here very well when the
new title was adopted in Dec. 1707 a bill
were drawn on the first of Nov. in a country
where the new title is adopted when a man
living where the new title is not adopted payable
in one month. it would go till the 12th
of June before it became payable according to
the method of reckoning there was a choice here
the length of time when the bill is drawn must
be the criterion & not where it is paid. There
were never than the laid down say judge here by
the normal and not any other.

184 When Bills drawn payable at sight no days allowed. The above observations have
nothing to do with inland Bills of Exchange
but are applicable to Bills in one country
necessary in Eng. The word foreign when
when applied to bills of exchange. Merchants deal
and we own certain American Parishes
who are also our American Parhouses.
When we speak of foreign bills we do not mean
one of the States of the Union, but when we
mean foreign bills of exchange we refer
to a bill drawn in one of the States of
america in another as it drawn in a foreign
place. Foreign bills are usually issued and
sold in lots—sorts in a sort of which
directing the drawer of export the others
are not paid. This day, the judge opened a
debate now going on in the United States in the
regard of Louis XVII. While the king lent his
aid to the americans against the British in
the last war bill when French merchants
in France helped currently. When one bill at
a lot had been presented accepted & paid the
remaining bills of the lot were sent over
to America. These foreign bills—until the
check was discovered,
as to promissory notes—they are made
negotiable in this by an express statute. But
foreign
in this country where we have no such law.
It seems to have been the received opinion that
a note issued is not negotiable. The made
payable & one in order. This question was hushed out
come up in Vermont a few years ago before
Bill of Exchange — Judges alike are now decided that promissory notes were repugnant public usages, when the subject was not at all was perfectly satisfactory. Whether certain
infringe because of a promissory note were issued and
action on the note against the maker who
unknown name is a question of importance.
there are analogous cases showing that the
maker. The objection made is that if the
promise was made to the former see 6 without
the words or order being worded true — it
would be the maker it is said because of prom-
ise him, the promise to pay another and he
him. But suppose or bill of goods & $ 8 was due
9 & 6 may maintain an action on the goods
without his own name — 9 & 6 — if money be given
done to deliver. & another if it is not delivered:
again suppose one bill of goods we want if I $ the
grantee — his order is signed — the grantee she
his heir may make the grantee when they were
right. — The moment the grantee begins the
land also the right of action goes to the assignee
while the man sue in the covenant of conveyance in his
own name. — It not the assignee fails to subscribe
the note it does not seem to me that the judge that on
principle there are and grounds for considering a
promissory note un-meritorial. There is indeed
another at issue in favor of Mercantile Bank.

He then, a man may promise & sue for the debt to a third person. The insurable
time is in his death & the settling of estate
directly that those enough be not from his terms
$5000 a thousand dollars as a partite for
his daughter - the son standing to hearing it
promised & for insuring that he himself
would cut the daughter a thousand dollars
therein, because of the latter would not
pay the interest & be out - the latter dies - the son
in altered executor - more, substitute appoint.

It has been decided that in such a case the assignee
may sue in her own name when that
promise - this says the judge of a firm instance
& shows that notes are negotiable. The promise
in this case did pass from the proprietor & the
heir & held the beneficial interest. Add to
this instance that it would be no infringement
of an irrevocable title & allow the negotiability
of promissory notes.

Who may draw a bill of exchange - the un-cant
editor idea was that the right & which the later &
children qualified. I was once supposed that about
a certain could not draw a bill of exchange &
therefore these old ideas were not attracted. And when
the son only is in the one woman who may be when
$2500
Bill of Exchange lends themselves to the intent of drafts. Whether an infant can bind himself for a Bill of Exchange is doubtful. They may bind themselves for necessaries - such goods are those which drink, clothing, etc. - this having been not only in the whole view of necessities. The article must be necessary to him under his previous circumstances, and the infant is liable only on the true value of the article, and cannot, as is agreed on. That if he keeps a cord and paper, to give the chattels as a cord to it - when all the chattels are correct - it is not more than a bond to cord. He will only be bound where his regard is not given in the consideration of a Bill of Exchange, the whole must be reckoned as nothing for it is a bond. It seems there is no reasonable that the infant who will not bind himself for a bill of exchange - because as the consideration cannot be incurred into - it cannot be determined whether the articles were necessary or whether the price was reasonable. If not, take the bill and pay that the face of the bill. It that they were necessaries. Then another bill so does not bind any mediator. However, in England there must have been one more, and the bill
...more facts about Mr. Nelson... lands on the latter are not clear on the former. It is proper that married women should be considered as parties to the contract, not as individuals but as persons having a separate interest.... And of course, that the wife would be entitled to a bill of exchange. And the decision has since been shaken — the law, time has shown — that it must be considered a quia vos vocavit. It is agreed on all hands that if the husband commits the realm — the contract of the wife during that time are binding on her as well as on the law, they are still man & wife. There is the new 162 on absolute inadmissibility of a mere overt & 12th kind must be a bill. It also by an agreed point that of the husband has adjured the... realm — as a consequence of the doctrine that for the whole doctrine, not only the contract, it is a婿 to be considered as the wife's property. So also it has been decided in a late case that where the husband was transported to Botany Bay the wife should be bound by the contract. It must be urged...
I had hoped that, to redress a Mercantile late
and fatal breach of trust, more revenue
should be raised when it was clear. — As it is at hand
Note: — in which a large interest was due under
application (of the three little clerks at the time)
I hope or recover it now (when presented — it
being (and indeed) very)
well know to do — action was not
executed here. A horse is stolen & the
ounce may would take him where he was
and know it done legally or bring force on
him — but it is in virtue of warranty & Bill
shall be exchanged to the half, and
the determination of cash — In attempt
he would. In another case where a note for
100 & 13 or bearer the note was paid — 16
you did not tell him of the real 30000 or 450,000
man — I did. I tell him to work and demand to him 150
and if the value is it possible to guard it and the other
in license — I would not independently, hence. — In this
bill was brought in & landed. On behalf to 1860
bill was secured payment would be made at 1860
bill was paid — fragment would be accepted. At
indebted because Boston or indebted. Of
the act of the bondsman that he did concern to his
trust not could the Mercantile agree to its
imposed; etc. — they can not attach (2) to the
removal of embargo in 1860. In taking 1860
Bills of Exchange - import a consideration. A bill cannot be made without a consideration. If there is no consideration, the bill may be dishonored. So if there is any turbidity or uncertainty in the bill, it may be dishonored. It would be void as a bill. A bill is as good as a sealed letter, unless the issue
time. The privilege of a bill of Exchange is the same as that a letter. There is no seal to them. The law between the two is the same for the parties. However, bills of Exchange are not negotiable if money or money's worth is not mentioned in the consideration. It must be declared. So other turbidity will accrue under an inquiry into the consideration.

There must be certain qualities in a bill to make it a good bill. It must always be a bill or order to pay money or money's worth. A bill is order for any consideration, and is not negotiable. It is a note. The word bill is not to be conjoined with any particular word. The holder draws a bill upon a firm or firm. Directing the drawee to pay out of my growing substance. And it could not be paid at law. That not having it at all.

This was no good bill of Exchange. The bank could not accept the bill. The bill could not have been drawn. The drawee raised the application for payment upon which a suit was brought before the court.
St. Mary... and the nearest table of account was revised by the 
accountant at 10th inst. where the drawer was directed to put up any
change of settlement & the first instance of change in 
the settlement made—the title was held at 8th
November, to where the drawer was directed 
to hand in a return of settlements made there &
where I shall here accede. I shall not go into the full
water, or hold not the good for the same reason. As 
also where the drawer was to have such accounts as
in 100 parts of weight it was not to be equal. 

However it seems that the decision is not 
correct because the drawer was not always to 
draw out of any particular fund but 
only referring to the amount of weight it was not to be equal. 

There is no call for the note as a check in one instance—to be hand
ed in the drawer quarterly half day to become due
from such a time & such claim—This was to be a good bill.

As to notes of hand it is to be observed that they
are good for the hurried agreement paid out of
a particular funds. Thus let it premise it should say
another 100L at 7%, a premium to the
rate of 15%. 

This, I am bound you the money it shall be
in prompt note. The terms as stand in the
situation of the accede. As Bill for some
Which of Exchange, and the consideration of the stock in me — the value nil and the promis-

There are then a good Bill of Exchange — time that it be payable a sum not to be paid when any contingency. — and secondly that it be in the hands of money only and not to the hands of trade on any other account. — hence the above act was directed, I have out of the 4th hand next after a certain

edible oblation when it should become due — hence the above

will reduce the bill — hence because it was drawn

out of a particular hand — hence under a con-
tingency. — that which is not a Bill of Ex-

change as first means to any other and

event become so. — hence the above was
directed, that to much other than the

money when received — the bill was not

the hands on the account — for because it was

happable and to a particular hand. — because the

old has uncertain whether he should ever receive

the remittance of money, — to a note of hand for

the hammer of so much or minister the bill

so that, or it, which had not be negotiable. To a bill

is a note. Then so much of it the money is principal

written of a negotiable character if it should have so much be well.
As no matter when the time Mercantile Bank
of payment is, if the time must certainly
come—then a note promising to pay so
much two months after the death of the
drawer—is receivable—because there is no >1/
a certain—only an ^@ of distance of time
the time must certainly come—A moral
certainty is said to be sufficient. However
there are worse terms. In many cases the
merchandise does not readily & easily which
one might term a moral certainty. Lord
Terland says Judge Stone if depend upon
a principle of policy, suppose a man of
rich & wealthy—pothesized credit & reputation.
The certainty of inheriting property at a
future period at price & a moral certainty.
But exchange
he gives a note & receipt, that whereas
the ^@^ ^@ ^@ ^@ of & direct the man. Say the 
view when he was paid off the servant. If one 17th
make a promissory note payable two months &
after such a ship is paid off—then note is ne—ne-
getable because our if there were a moral certain—262
so that the owners would be able to, pay off the wa-
ger to the London &—but it is said that it is off a pub-
tic matter—however this proceeded when is con-
scious of policy—& at a if note given to public
bodies of men. But had it are means. but it is a e.
Bills of Exchange — And a note was made payable 13th Jan. on the receipt of the French wages due to him from a certain ship. — At about 10th when kept the note. Please to have such a one so much out of the province of the maker in Libyeke — as soon as received — please to note not to be negotiable. As where the maker was directed — being a ticket of change in an account where the bill was not negotiable. In the third case the bill being a note the date is not to the time of a line and notice. The bill was refuted because of the weight needed.

Bill of Exchange are not technical instrument requiring any particular forms of words — to 5th of the foregoing date to receive money. To of 30th from above note — if the maker sign Libyeke to that he shall receive the aforesaid — to be honored and accepted with 13 a note for so much — they were had. The Libyeke as if the had been raised — right of the 10th. Whether the words were raised new instruction — to be invented in a bill was once a day. To the 12th time has been when these words were omitted. However necessary. At least it was so I added that the circumstances of these words was old. Libyeke recovered. The above shape have a very old national opinion. It was. But though these 15 the significance of a bill is as good as it traced 18 for at the end of it time, they have.
As a note of hand, after the time Mercantile Law
were negotiated they may be no better than
merely of exchange - at the will of the maker
to dictate the considerations. As a note
is given & the word value received is omitted
no words equivalent to value - the maker may
therefore the maker, as from, as he, and the
promisor - that is no interest, it is for
value received. The promisor would not be even
The promissary is that, & no declaration made &
introduced it is stand well with the instru-
mant.

As to the word Order in a bill of Exchange
there were several cases have been some division
of opinion that a bill with the word was
not negotiable. So much is true howev-er, that
long usage would lead to & conclude so. - It
being the original intention of the draw

A bill that they should be negotiable such
draft as wand the explicable words are not
entitled. It is declared one as esplosition, therefore
they may be sufficient, as evidence to maintain
an action of another kind. Bank notes are
negotiable without, and payable to such order as not
Whil[e, &c. hence - I must make some remarks on a point of
some importance to the depositors. By the
order to acceptance - It is an absolute power on
the payer of a bill to vest the bill according to the
town of the alteration. If the
bill be not accepted properly, he may be held
against the drawer. - The common instances
which generally occur in an acceptance are
that the party to whom the order is addressed
himself to the payee - after the bill has
been - where it has become due - according
at the tenor of it. The common mode (when
a bill is accepted) is, by the acceptor and not
when the fact of it occurred - however it may
be a writing when the fact of it by the drawer
- where a third party makes a mark and
excuses the drawer - that it has been decided
in the due course - where the drawer consent
when the back of the bill I except this bill - then
this amounted to an acceptance. The court
said they considered it was held by them - excepted
instead of accept - so that the drawer has
the usage of the owner and the money paid if
in addition to the middle restriction of doing
a bad act.

An acceptance however must be for more as
and find the acceptance of, and Merchants' Bank be produced, and as it is written—only not quite in so large a type, the acceptance on account of its being broad, to also one may bind himself by acceptance in a collateral letter. — Indeed a miracle may be and that a man will accept a bill, and that the bill be not at that time due, and the drawer and, if he will return the bill, I will accept it if accepted, by a good acceptance, May 26, 1800.

The acceptance is to be made within the time of issue. The bill is the time of issue, it is the bill, but it may be accepted after the time is out, and however without some improbability for an acceptance to pay according to the tenor of it cannot be made a fault in the bill. — An acceptance is considered as a general form to pay.

Acceptance is usually made by the drawer, but acceptance may be made by another, for instance, the drawer—The drawer does not accept, nor is there any form from whose error likely to return any—that the drawer may accept the 1st line, bill—The acceptance binds the acceptor, that is, the same effect as if accepted. The drawer—In 524, the general presumption is that the drawer has either put the hands of the drawer, otherwise,
Urban Exchange: The demand for trade among nations, who accept the
same. The direction, who accepts. The direction of trade is necessary and must
according to the

In accordance of contracts made, as a matter of fact, the parties,
charge to the trade to hand over. The acceptance of the trade accepts a Title for
the owners, where, such as the trade, the trade who can't
be advance of the situation. The business involved in the acceptance is as much made
of the original business and the immediate trade. It means that I accept in accordance
of the trade, to the trade. It is the acceptance made
beforehand in accordance. And not the

There may be such a thing as an acceptance to
I hand over accepted, be not unlike trade and
then on the ground of a previous notice. It
therefore is an acceptance, A trade? It may be hand
ing on the part of the trade not
according to the previous notice. And then one

If there is no effect of the trade or no act will
writs that he must accept one drawn on the
about this assurance is acc. Former the said  
embrace with such circumstances which  
may induce third parties to take the bill for  
endorsement - the acceptance is binding - but  
if it be not attended with such circumstances, then  
it is not binding.

It is said elsewhere that there is a difference between  
what is a verbal and a written acceptance. And for  
this intent the fact, it is more sufficient in practice  
when both the acceptance - when the lettered words  
make manifest an intention to accept,  
nothing more - are always to be understood as  
acceptance according to the terms of the bill.  
The drawer may accept a bill - not according  
with the tenor of it - but if he would decline the said  
expressly state how he intends to do, &c. - and  
he will find himself at the mercy of his acccept- 
ance - the may accept in such a manner as not to th  
be &c. and himself on what the bill - as if the bill  
were tenor &c. be accepted it shall be - thus. Because  
will do - he may also accept a drawer of time 481  
future times.

The latter manner of bills as contained in a bill - the price  
has the same as at time. Also - this where! Since  
a bill must be drawn payable on the first of Jan. 1833 &c.  
the drawer altered it time terms of other &  
accepted it accordingly to its terms. The holder.
Wills of Exchange— altered this back & then restore it again— the bill was held good without standing. If the drawer writes I accept the bill & his own will pay. It is prudent I so to make the

1196—mand of that amount payment— if amount is a request of the drawer & to the latter man & if the holder does not call on that man he must sustain the loss.

1197 The drawer may accept a bill twice one half

261 money & the other half some collateral thing to be bound & such an acceptance an acceptance may also be conditional— as upon the happening of such such event— where a ship shall return— or if a ship returned to a spot as when goods are sold & as soon as the condition is performed or the event had

1198 part of becomes an acceptance absolute. for

264 a conditional acceptance if what

12th an absolute acceptance in matter of law

182 be determined by the Court & not by the sure. I had it to be a rigid rule of law that the statute of 1850, and 1851 that when a drawer would accept a bill after certain condition— the condition must be in writing with the acceptance. The law. Laws.

286-287 can be introduced to operate against a written absolute acceptance or I make the condition of
different from what it abounds. Merchants have
the same objection to the acceptance of
or, in the face of a - the acceptee can take no
advantage of any verbal conditions annexed
to the acceptance.

As to what shall be an acceptance - it has been
held that where the drawers said I will accept it - this was a good acceptance.

Lampson says the judge - the drawers only meant to say
I will look over his accounts before he determined whether I will accept it, and I will accept this - his words are sufficient. However, says the judge - the drawers should write the words have looked upon bill.

a bill I pray you whether the bills will be considered as
an acceptance. I know of a case where the drawers wrote on the bill a word for foreign as 1678 that - it was strongly contested - but the case was taken out of court. This was in 1682.

If the drawers write it another - I shall

please to pay the content - it is an acceptance. 269
of in Ireland disputes to draw a bill in favor of
him. On & in Holland - I write to be to know if the 1676
would accept a bill to be drawn - promising to give 1669
him credit on a house in London. 216 write back

A

know what house - I in return name the house.
Bill of Exchange - I wrote back that the money
came on him & - the bill was drawn accepted & the money paid. I then wrote to
in London & requested him to accept a bill on
the credit of & - I wrote that he did
in the mean time 8 days before the bill was
drawn - I then wrote & asked the time I drew
on him on the credit. - But 6 martialist standing
draw the bill which I have since that - & there
his action made that acceptance the law said
that I was bound by his acceptance the need
before the bill was drawn. It was contended
that the letter of acceptance by Dewar a mediun
faction - but the court said a written ac-
teptance could never be a mediun faction.
The presumption of a consideration is the thing
to be rebutted.

2121. A bill is the documentable quality of a bill. It is a bill
1516 or note be made payable to or bearer. They
1873 are negotiable without any actual indorse-
486 ment. They may be delivered. - And bill
1369 or note payable to A. in order something must
be done or written on the bill or note to show
that A. did order the payment & another
the usual manner is by indorsing and writing
his the payer's name on the back - If need not
however be written on the back - Don't be under-
of indorsements. These are the
Mercantile Law
kinds—full indorsements & blank indorsements.
The full indorsement is where the indorser
writes on the back or face then. Please to pay the
contents to & change the name as which the indor-
see subscribes his name. In the blank indorse-
ment the indorser only puts his name on the back without any other writing—
which act of putting his name therein contains
an implied contract that any subsequent
holder may fill up the blank—making the
endorsement payable to himself—blank indorse-
ments are most frequent—indeed almost the ex-
clusive kind in business. After indorse-
ment in blank the bill or note passes by deliv-
er. and that it must bear for delivery but
that it may— when the blank indorsement is
filled up & becomes an indorsement of the first
kind—The bill or note will not pass for deliver-
t until—there must be another indorsement
& each indorsement in bill ought to contain and
be negotiable— as & such a one may be to someone.
And the indorsee indorses it in blank if he be the
person to deliver. On a transfer to delivery it is
said that the person making it clears & de-
notes to a security for the payment. Thus if an indor-
ses in blank if is — delivery is Dc B 2 0 2 1 2 4 5 8 1 8.
Bill of Exchange - it cannot be said of an instrument where the name is not on the bill, - nor can Dr. P. in the same reason, - do it in the same manner, - and in many cases received - look at him, how the holder can sue no other but his immediate indorser. - There was an implied assent that the bill should be paid to the drawer, but the warranty in case of a mere delivery extended into the indorsee. Suppose one indorses a bill in blank (w) by mere setting his name on the back - the indorsee presents it for acceptance - the drawer takes it and puts it in his pocket. The indorsee may bring truce for the bill - but suppose he can prove no proof that the drawers converted it. - Let the indorsee bring the action as in the case of the indorsee. - Then let the indorsee come into a court of record - has he such an interest as will exclude him from testifying - More probably that he has interest will not exclude him - he cannot be rejected because anyone deliver a promissory note he had an interest in it. - May be he acted even against attorney & there in such case must be admitted. Nothing is more usual than in the holder of a bill or note & indorse it in blank.
Bill of exchange. 1829

Sec. 1. It was argued that the words "to be" were not in
the instrument D & E—hence the Court deter-
mined in this case that they would answer to
D's other. — In the case of Strange the question
raised as to a demurrer. — The declaration
stated that the demurrer was to a bill of exchange
without the words of order — and the
defendant demurred to a variance — but the Court
held it was no variance — for this was the legal
operation of the instrument. A branch of
the law says judge have chosen what the law
is more than good pleading. — In another case
of one A bill in favor of B on C — precisely
indicated to D omitting the word of order
D indorsed it to E — E was the acceptor. It
was held in the Court that the insertion
of these words was not necessary. When
the party indorsed the indorsement may be
restricted — but the restriction would be com-
pletely enforced — as if be altered the endorse-
ment.

Dues. The plaintiff's plea to pay. 18 cents, or
the within must be credit to D in value in account. In the last case
the clerk of the acceptor forged an indorsement
made the bill payable to himself. Then he in-
dorsed it over to the Board of England. The acceptor
of the issue, incident - the bill of exchange was accepted again for the amount of the issue. Said - the drawer now being liable for the latter acceptance brought his action against the bank - alleging that the bank could not take the bill by indorsement because it was restricted to the name - that the latter acceptance had made the course third parties. The bank was not entitled to the proceeds of the indorsement in its own name, and the amount of the note is transferred. The court ordered the defendant to restore the proceeds of the note. The defendant, afterwards, recovered.

An indorsement is never liable when any indorsement - and the note being liable as an instrument delivered after his right as against the drawer or a previous indorsees. Every much more - the question arise whether in the case to instant there is once such thing as a indorsement to be no voice - by law the transfers by delivery and dona title indicia may recover when if this it may have been held by the indorsee. Then a bank bill payable at bearer was sent by mail & in its envelope was stolen there. Afterwards came into the hands of a tavern-keeper - the true owner took were by the bank st to the payment of. It - if when presented by the tavernkeeper
Bill of Exchange - it was accordingly released. One day, when the tavernkeeper brought him ac-

Counterpart, I recovered.

While if there are two parties - they are in Part
nership - if one of them indorses the bill
it is a good indorsement - I was objected
that there was not within the scope of part-
ership concerns (let alite curia.)

Indorse a bill is drawn in favor of two
persons not in partnership - in this case
let one indorse and subscribe their names,
the indorsement of one himself will bind

Don't him. There is indeed one case where the

66th court held that the indorsement of one should
bar any inita binding upon both, because the drawing of

beneath the bill held out to the world that they were in
partnership. This case however was much grum-
bled at. The case was 1813, drew a bill payable

to them in order - then one of them transferred
it in his own name & raise money &c. This de-
cision it is said has however been recogni-
ized in the Circuit Court of the United States.

As tenes sole indorses a bill & marries the bar-

ter bond will be liable as indorse - but a ten-

es covert cannot indorse a bill. If the executive

examine a holder of a bill indorse, the bill be indi-

able personally for the indorsement on 1st. 1845.
The question is whether the Mercantile Bank, mercantile law is in many cases where the le- \( \text{red} \) and the equitable interest is separate—that is the suit be brought & maintained by the trustees. The law in this respect says the Judge in the dth. frame or the law. It has been decided that if the estate was used of a bond may maintain an action in the owner's name—thus where a man gave on a deed being about selling his estate, ordered some trees to be cut down & sold, for the purpose of raising money—as a portion for his daughter. The son who was heir standing for said bond & order the trees to be cut down—will win the farm, let them stand & I will enter into a bond with you to pay my sister the sum required to be raised—which was done accordingly. The man died—who shall the court take the bond the executor received—the court said the suit was well brought in the sister's name. This question came up also before the Circuit Court of the United States in Vermont. A man conveyed land to his brother to be conveyed by him to his only daughter at 21 years of age. The grantor died, his brother, re-issued indemnity the land to the daughter of the Grantor. The action was brought by the daughter while Judge Whare was on the Circuit. The case was argued—Judge Whare doubted whether the action would lie—and ordered
Bills of Exchange, the care of which continued till the next term. The next Term Judge Ellsworth was on the bench, he was clearly of opinion that the action would lie.

A Bill of Exchange can never be divided up (see part 1.) & the parties in 2 or 3, altered from & fast even at another

It is the engagement of the several parties to a Bill of Exchange when indorsed — they all go upon the ground that the holder declines duty — that is, the condition always implied in a indorsement & an acceptance. The drawee engages in the drawee & every subsequent holder. — The engagement is made particularly with reference to the drawee — the engages that the drawee shall accept the title when due, presented — he likewise engages that the drawee will accept the Bill according to the terms of it — & to pay it at the day of payment. — He engages the drawee solvent, & the may be in indorsed & involved as to be unable & pay the accepted. He likewise engages that the drawee would be found after issue, the place described in the Bill. — If any of these engagements fail, the drawee is liable unconditionally to have an action. And no defence can be made & the action in 110 of the latter — as the drawee
days it at the day appointed. — Merchantile Law

The circumstances of such must go in notifi-
cation of damages not in bar of the action.
A drawer delivers over a Blank Bill un-herbid,
wills of exchange. When a bill is endorsed to the
133 last bearer, as between the endorser & endorsee
it is a new bill, as it is as between every
subsequent endorser & endorsee. Nothing can
122 discharge the drawer or endorser but the pay-
ment of the money — not even a judgment ag.
after endorsee — a judgment against the
drawer or any prior endorsee in no bill of
an action against a subsequent endorsee in
the endorsee. The principle of the common
law is that if a man has a bond or security
against several as of & as to being a joint & several
bond & – the obligee may one as it of & hold
himself one to win the same bond. But a satis-
faction obtained of one is a bar & not the action
this is the case with joint & several contracts —
but in actions sounding in tort, it is otherwise
true in Abstain & Battery a judgment in one
60.42. whether the judgment is satisfied or not. — The
36 reason of the distinction is that in contract
also the same due is certain — but in Abstain &
24. Battery. The damages are uncertain. — Policy
interferes — the bill may run in another's name.
I have paid one, who beat me but the damages elapsed are too
small, I will sue another of them & may be I shall get larger dam-
ages if not, for I can take out execution upon the former judg-
ment. — But the policy of the law prevents that.
It is a rule of law that where Mercantile Law a man has two remedies and each one he shall not afterwards resort to the other so that in the Mercantile Law it is not so. In Eng. one may bring debt for rent recovered or he may distress but he cannot do both. So if a man's hops get into another's lot & Damaged the latter may bring trespass or may emound the hops. But he shall not deprive them beast of their liberty & bring an action against them

- Suppose one comes into another's house & takes away his hat - trespass will lie on trover will lie - did not better - because the evidence in both actions is the same. This is the test when one action will bar another.

So a man actually takes out execution against one & when the execution takes his body & puts him in Gaol - he cannot proceed to take his property. The law considers a man's body in Gaol as good as the cash - and if he be a joint debtor - let him go out of Gaol again - he cannot take him again - nor proceed against the other joint debtor - & it is by the same law. And a lot by the Mercantile law if he let one joint Debtor go from Gaol - he may after their proceed against another joint Debtor.

The engagement of the brewer or inderter (ante)
Whether to make the drawer liable must in case of non-acceptance by the drawer give notice to the drawer and endorse—other, too, in the form which the law requires. Where the payment is limited at a certain time after sight, it is evident that the holder must present it for acceptance or the time of payment will never come. If the drawer return to accept— it is no excuse in presenting it afterward to payment— he must present it when the day of payment comes.

A great question has arisen in this— if a drawer, a bill upon B in favor of C— D presents the bill for acceptance— B refuses to accept— sometime before the day of payment D gave notice of the non-acceptance & brought his action up the drawer. The time of payment came— the bill was presented to payment— & the drawer paid it— but no notice of this was given to the drawer— it goes on with the suit— the court never knew that the bill was accepted or paid. A voluntary payment by the drawer, after the action. Afterward the drawer brought his action for the recovery of the money & had. — He not giving notice was contrary to the rules of the mercantile law. The law does not hold the look of a wizard. — How much ought he to recover of B. He was liable to something
because the drawer did not accept. Mercantile Law, agreeable to the implied engagement of the drawer will not affect the question, how much. — Indeed says Judge Riker, if judgment had been rendered in the action by the holder of the drawer — there could be no objection in my mind at all — but that the drawer could recover in this action. It would not be overruling the former judgment. It has been determined that if an insurer be sued on a policy of insurance & a recovery be had — yet if there afterwards appear any circumstances to render the judgment of the court, inequitably unjust & unconscientious, to return & make new proceedings. The former judgment it may be re-converted without any hazard at all. A wrong can be cured. A structure was put upon the care of Moses & Master 1005 when Burrows reports were brought into the country. At Amberley man would sue a Windsor man before a justice of the peace in Amberley & recover — then that Amberley man would sue the Windsor man before a justice in Windsor & reverse the former judgment.

Bills payable at a certain time, after sight must (in these) be presented for acceptance, or the time will never come. But when must it be presented for acceptance. So precise rule upon this subject can be laid down only that it must be done
Bill of Exchange - as soon as it can be done con-
vieniently. Time of a bill of exchange drawn
on a merchant in New York arrive in the
afternoon - the holder ought to go right at the
next day's acceptance - if acceptance is late
the drawee will be in the interval - so we had
11th of such a month and it is usual to present the
15th acceptance before the 1st of the month - but it is
not necessary to do generally. I however, the
holder in such case to present the bill for ac-
ceptance, before the day of payment. Acceptance
is refused - he is bound to give notice of the non-
acceptance. But if a man sends the bill to a
drawee & get it accepted notice is necessary as
between a drawee & a drawee - The holder of a
bill is bound upon non-acceptance to give notice
to every preceding party to whom he would
must give notice, but what shall the holder give notice to, the drawee -
and he intends to seek remonste of the indende
so in such case notice must be given & the drawee
The answer is that the drawee must have notice
that he must in case of non-acceptance give the
earliest opportunity to take his effects out of the
5th. The drawee's hands. And why must you give notice
earlier in this case? he is not responsible if the effect
in the hands of the drawee, the answer is: that if
that the inquirer perhaps want Mercantile Law
dispose notice it his inquirer or some fire ex-
ciding party. In the case in borrowers 1670. Where a Bill
bill was drawn payable at a certain number of 1670
days after date. The holder having presented the
Bill for acceptance which was refused—neglected 17 1/2.
Dispose notice — the court said that the holder ought 71/2
transfer for neglecting Dispose notice of the non ac-
ceptance. The it was not necessary to present the
Bill or acceptance. His mistake of the law shall
not avow him. — I will mere do Shred or none
of the law A avoid executed contracts. — This bring
in mind one the judge a case which occurred
in the state. On one tale. all persons convicted of
Burglary are be sentenced & Newgate—Newgate
being out of repair at a certain time. The old law
was revived which made the punishment board-
ing. In the third offence hanging. About this
time a certain old fellow was indicted for Bur-
glary but when a verdict of the jury against him
he desired the hear in his own defence by writ of
amendment of punishment. — The court gave con-
sent he came forward & said it was true he did com-
mit Burglary. But said I did not know that the law was al-
tered into the mode of punishment. I thought they would be
put up in Newgate for that offence.
A the acceptance varies from an acceptance according
Bill of Exchange - In the terms of the Bill, notice must be given - the same as to non-acceptance.

To the Demand which the holder must make for the Payment - the Mercantile law varies from the civil law on the same subject. The Demand must be made at a convenient time; at a convenient day for payment to the Drawee. The demand must be at the last Day of payment in such manner and such time that a protest notice be made that were due.

Whether Days of Grace are allowed in the payment of notes or not is a matter of much discussion. It is said that days of grace are a creature of the Mercantile law. If that notion is hard are not creatures of the law - their reasoning keeps the judge in very ill humor. The fact is that the Mercantile law has made negotiable notes when the same footing as Bills of Exchange. It is the practice to allow day of grace on non-negotiable notes.

Days are most universally. The law is now pretty largely varied. In the case of Lloyd & Scott (26 D. & C. 62) it was found that at 30 days' grace were allowed on a non-negotiable note. The case was afterward argued with admitted - for the point.

In 12-15 it was not made. But the question was afterward fully settled. See 1 Term. 10 Ch. 145 - 4 T. N. 148.
In all places there are certain Mercantile Law
hours of business. - Within such hours the bill
must be presented - payment. - Then theRes
is due bound at his place - his store & every where
de.

In giving that Notice which the law requires
upon non-payment, it is necessary, for the hol-
dee & the particular & date in the modification that
he don't mean to give any credit to the other parties. -
The notice must contain this declaration - If not
then it is not such Notice as the law requires.
This notice must come from the Endorse or hol-
dee. - & that the notice be sent off by the needlest
when the Partee do not live in the same place. &
when the Partee live in the same place it is other-
wise. - Notice must be given in a reasonable
time. - But what is a reasonable time. - This
is a question of law to be tried by the Court, & not
by the jury. - Originally it was to be tried by the jury.
No certain rule can be given above & ascertain
what is & what is not a reasonable time. I have
never seen a case where the judge here where notice
is due, endorsed - the dishonoree to
Bill or note within twenty-four hours after 10 A.M.
dishonors was held insufficient. In 1606
the case of Sibeur & Thomas 16th. 1640 the ordinance
deed a preliminary notice to B or order - B endorsed
Bill of Exchange. J & B — in the name of the drawee, given the last day of grace, at 12 o'clock. The drawee left town without the maker and the note was due. The maker was not at home. The drawee called the next day, and the maker said he would call that day at 12 o'clock. He did not call. On the 12th after the 12th the bill was tendered to the drawer, who refused to pay, saying he ought to have had notice before the 12th. Living no more than 20 minutes walk from each other. The court held that the drawee should have given notice to the drawee of the dishonour sooner. But this in the case of Judge Reeves I ought to notice you. The drawee insinuated that notice on the second day was in season. This may be, but as the notice was not from the drawee himself — the notice, that came from him, was not from any other person. There need be given to the drawee of a bill of the dishonour — provided the drawee has no notice of his in his hand. In this case, notice is required to be given to the drawer as often as is the note, (the drawee) in the drawer's hand. And notice must be given to the indorser whether the drawee has effect in the hand of the drawee or not.
But this question has been of Mercantile Law
stated in the Eng. courts— Suppose the drawer
cashes his effects in the hands of the drawee
but as the same may be he may be damaged
by non acceptance & non notice of their fact:
now to draw a bill in favour of B when B for
the use of D - B was the nominal holder of
the certifque trust - B presented the bill to C
for acceptance which was refused - B now was 26th
of the drawee - at the defendant had no effects
in the hands of B the drawee - nor had he legal
notice of non acceptance. Had A had effects in
the hands of B the certifque trust - if endorsing
the bill had been laid by C - presuming that D
had effect in the hands of B - that his account
with B without notice of non acceptance when 12th
D became a bankrupt - then C laid the axis on A
and by the order of notice - the court decided
the question whether he could receive on account
the damage - the case went off when a notice
ground - so that this question has never been
decided.

With relation bills notice of non acceptance is
necessary but no certain term of notice is re-
quired. But when acceptance is refused &
a demand is made - the holder must then go to
chasing D to B & give him an understanding
there of.
Bill of Exchange, but the question is what if there is no notice public there? Then application is to be had to any substantial person in that place & the business to be done in the presence of two or more witnesses — it is the business of a person Public when such application is made to him & go to the drawer personally & demand acceptance — if refused he then notes the refusal the time presented & his own charges return to back of the bill — he then draws a draft, to the substance of which is that the bill was presented for acceptance & rejected at such a time & that the holder intends to recover all damages sustained on to the other parties. The demand of the drawer is in itself in material & cannot therefore be done by his clerk. The demand is couched as evidence both in all foreign courts. It must be sent several by the post first & the person or persons to be charged therewith & in the drawer to put the information & whom he would look to for the amount. It must be expressed that the holder means to make the person & whom the notice is sent liable for all damages sustained. It is required that the letter contain a copy of the notice & be put into the next mail of which it has the post to commence — that when put into the mail
it may not reach the drawer Mercantile London.
or the underr. How then can they have more than
the holder intends to look at them? The
holder has done his duty— if the bill is lost
he must read the contents unless other proof
can be had.

When a bill is accepted it must be presented before
the payment. But if the drawer cannot be found at
the date of payment, the same things are due that are due as if he had refused to pay ex-
pressly. — If an acceptance was according to the
tenor of the bill. — the drawer may accept only
the face, or half, or a base, or the whole
principal, and what he has. But it must be to those the same
and acceptance in payment were both necessary.
If the holder died, the drawer in holding certain sorts has
assurance after acceptance it is said he may sue for
his letter security — but this cannot be done. If
the bill is protested the holder may recover of
the drawer the principal — damages: cost inter-
terest etc. — the cost in that only which is charged
on the bill or the Notary. — And what will be the
damage. You cannot make the actual lap the
the ruled damage — remote damage is next to big
considered. If this may in consequence of de-facto
lace be that when the month r. can not cut
given to the ice — this is not that can not be the ac-
Bill of Exchange. Shillings. A bill of exchange is
when the paying of other less certain sum no-
tice. No recovery can be had for damages
for there may need of a short act or act of
non-acceptance or non-acceptance. They are
indeed governed by the principles of the com-
mon law, except where regulated by certain
rules. The same are drawn and issued.
As to the United States it is now settled that
each State is to another foreign State.
When the drawer will not accept on the
account of one bank for the honour of the draw-
er, this gives him a right of action against
the drawer. The drawer may accept for
the honour of an indorsed but the bill may
and shall be presented for non-acceptance (noting
This gives him a right of action against the
drawer. Third person may accept a bill
drawn on the honour of the drawer; or for the hon-
45, one of an indorsed — in which case he ef-
fends all subsequent indorsees. Unless
after such acceptance for the honour of the
drawer the drawer wants to accept the bill
45-4. the holder may permit him to do it — but the
drawee may discharge the third person — if one ac-
celt for the honour of the drawer by certain
right of action against the drawer or ex-
But if one accept for the honsce Mercantile Soc of an importer. The acceptor is bound by his acceptance to any holder of the bill. If the drawer does not pay the bill the drawer has a right of action against him but if the drawer refuse, Irregular payment or the holder resents if the drawer & con Dantes sell them away - the drawer may then have an action ags the acceptor not only for the principal balance but for damages incurred & c. The acceptor is bound by his acceptance to any holder. 135-1 The bill at all events - if the failure of the drawers either active or before the acceptance the acceptor will not discharge the acceptor. By the law of one broken promise he must pay nominal damages at least. The actual damages (if any) have been sustained. If the drawer has effect of 135 the drawer in his hand, having accepted the bill refuses, payment the drawer has a right of action against the drawers at least for nominal damages. The holder of a bill may discharge the acceptor in bar of or by absolute declaration in a letter - or by making acceptance annulled in his book. This is a rule peculiar to the mercantile law. I have said over and over again that in conditional acceptance nothing upon the drawer. It is if the holder does anything by which the 254 owners bind their agent but it is the holder who is in fact.
Bill of Exchange - dishonouration - A fair and reasonable circumstance shows that he does not acquiesce in the conditional acceptance he cannot at any time, forward - come upon the drawer. It has been said that if the holder has received a part of the money from the acceptor it discharges the indorser as well as the drawer because he has given credit to the acceptor. It is the opinion of the indorser that if the notice of non-payment is given such drawer as indorser they are not discharged by part payment to the acceptor. On the other hand a receipt of part of the money from the drawer does not discharge either acceptor unless he has paid the whole of the dishonour the acceptor.

If the holder has received part of the bill of exchange from an indorser afterwards commences an action against the drawer thrown dishonour of the non-payment he may recover the whole bill of the drawer & then he will be a trustee to the indorser for what he has received of the indorser. He made his whole bill in order to indorse it to A & B successively give them 4. 9 receivers & D to prevent further costs pay the sum to D. — From reco. A would have recovered as & might - thus the courts were unanimous.
of payment and demand to Mercantile Law.

said of the present note. But now, by the promissory

instrument 9 that the endorser was therefore 

exonerated, it was formerly a quan-

tion whether the holder of a bill must not re-

serve the drawer before he can have an action 

against the endorser but it is now settled that 

it is not necessary to state in how that and 

demand has been made of the drawer—neither 

is it necessary to the holder give notice after 

the preceeding parties except the one or term that 

he bring in action. It every instance in for 

the nature of a mere drawer because in case the 

quaint notice of a bill and the requisition is a thing 

of non occurrence is not because a protest 

amounts and further, but in more than 

giving notice to the drawer that he may get in high 

states and the hand of the drawer.

168-169

of the brain of the party—whereas there is 
in an immediate privite of contract between 152 
the parties—on the piece of the maker of the note 

not an indorse of an immediate indorsee 1885 

the com. law furnishes a remedy provided there fast. 

in consideration of the suit action on the 183 
case also her—sued on the cloth of the indorse 

chasing—which lack in the for the action abased 185 

bills. Exchange can not liable from here on the
Wills of Exchange—The common law remedies on a bill of exchange & promissory notes—are inde-
dependent on the assumption of a prior debt. The doctrine of contract exists between the drawer & payer of a bill—but whether between the payee & ac-
ceptee seems not the settled.

The mode of declaring a bill null & void is according to the custom of the merchant—which was
indeed former & even necessary before the
old ways of proceedings were considered
formal. It is not when general issue.—When the
former had stated the custom: they learned therein
that the right of the bill comes within the
custom;—that the law of every merchant being
now recognized as part of the law of the land
sold, it is only said that according to the custom of the-
charters & made his certain bill &—and it is more
ordinarily necessary even in state questions above the
custom of the merchant. For the bill must
state that the drawer made his bill in the
name of & directed it to his correspondent—and
it has been indorsed—that must be stated &
indeed all the facts which intitle the bill to re-
covery. It is declaration upon a note it must
in the declaration of his note & of a
bill. Bill in the declaration of a certain promise or order
the declaration must be according to the legal
obtained (c) that the Bill was Mercantile Law. Drawn payable after 6 weeks from the date.
The reason of this is that a Bill made payable after a 6 weeks must always be indorsed by the
drawer—deed as the fictitious drawer cannot in-sume the Bill—it is act payable as the 6 weeks
of it must be declared when. And if the bill whatever state all the circumstances truly I affirm
that there is no such person as is named date
of the Bill & declare that some other person
as the acceptor or drawer write the name of ne
drawer when the Bill is made of indorsement—
Then if a verdict is found affirming the fact.
and in the declaration: The CP may have nega-
ment. — when the beneficiary declare when negotiable
notes they can only refer to the statute. To which
which attested them & be declared on the same
as bills of exchange had formerly been. And if
it is not absolutely necessary to refer to the statute.
so Bill to an order of a man may in an
action or must be declared when as payable &
him for that is the legal operation of the word.
Where a note or made joint several the holder
made may his action against one of the makers
of the note as the he made the note alone and as
it is made settle the man bring his action against
one of them & state that they jointly & severally
Bill of Exchange made the 9th day of August 18--

...
the master in evidence and the master L. I
state that I was drawn to the incorrect allegation
the same as it had in fact been no drawn
by another adjacent. – 3d the 2d 12th
that is alleged is must be stated that it was 224
drawn & intendment by authority of the mas-
tee. It must be stated that the acceptance of
the Bill delivered it to the发出. In a bill re-
issued after sight it must be in an action ag-
ainst the acceptor be stated that it was pre-
vented for acceptance, that it was accept-
A, and the drawee would not be bound — that
must be stated according to the facts of the re-
dy case. If the action is when the Bill was able
the date it is not necessary that it should be filled
presented — it it were not till it was presented
enforcement, it may be stated. If the ac-
tion is arrived the acceptor the Bill must
state that the Bill was accepted according
the facts of the 2d 12th case. This is
admitted that it is necessary. If the
of there have been special circumstances to
3d must state that the whole mentioned.
there that there may have been. And
endorsements mentioned it like no need not be said.
By the action on order there any order. But
late action in pursuant to an endorse the in-
Bill of Exchange - statement of the terms must be stated. If the bill is transferable, no indorsement need be stated. If the action is as the drawer is accepted - this it is the necessary to state that the party delivered the bill to the drawer. But there is no form in which it is stated that the indorsee delivers credit to the bill & the indorsee - because they may be indorsement after false delivery. Even well - that they might as well have said that delivery is implied in a bond - the bill. It is said that when the action is brought, etc., the indorsement of drawn notice would be the same as an additional allegation. It is said that the manner in which notice a provision or payment must be stated - and whereby a satisfaction notice is an incursive notice is also a notice. If no notice is stated in a notice of payment, the notice - then it is said will be void if service. Formerly in an action, etc., the indorsement of a bill into stated demand had been made of the drawer. But as this is not necessary in this bond, it can not, of course be necessary & the law it. As if, however, a bill is refused acceptance, can it be indorsed as to a third party and further a remit as the drawer? It cannot for its negotiability.
in a bill in the course of circulation come into the hands of an indorser he cannot maintain an action as indorser as his last indorser because at the court held every indorser is liable to pay the bill & the indorsee - but according to the first after bearing it off the record the bill to his statement that he transferred his title - if he is held to pay the bill to the defendant rather than to the last indorser. After refusal of payment - a bill is had indorsed to the drawer or indorser he can not maintain an action as indorser as the acceptor. After going thro all the Story Leg & showing how the bill came by the bill & a libby might receive of the debt - it is customary to make the debt to pay 12th Lord in so necessary to state there was a promissory note. I should think your Judge Pierce it would be sufficient on principle & even better only to state that the debt became liable to pay for then the law implies a promise. The reason why I think it was better not to state a promise in that it an express promise is stated it does not appear whether the bill
Both of Exchange - wherein the more liability of the debt is often owing actual promise by him who I know it has been said that men be年人
125:9 could not form an issue. If a promise were not made - had I conceive that men agreements may be considered as being the liability stated. Many instruments given in good consideration are not negotiable - so they cannot be assigned nor declared upon to such & if a Bill or note is not negotiable the 26th. Page may bring an action of debt, & 224. The drawer or maker & use the Bill or note, merely in evidence of the debt. A Bill or note given to a person is presumptive evidence that the drawer acknowledges it is not conclusive evidence of it. I hardly know say Justice Myers what would be done under our law if a note were given as an accommodation note. (26) If the maker of the note merely lend his name to the Payee - for as one maker foreclose the draw from showing a want of consideration the payee must receive. However should a case arise I expect some law would be made upon the subject. I should have no hesitation say Judge Revere in committing the debt & show how the truth. Of a nego-

tiable instrument is transferred without.
indeed, the person from which Mercantile Law
leaves is not liable to any action from
any holder of it to the mercantile law.
But at common law, the holder of the Bill if
he cannot receive the Bill, may maintain an action at
removal, against the vendor or person from whom he had the
Bill without endorsement. This action
can be maintained only between the
immediate transfer or transferor, and
by anyone where there has been an inter-
mediate holder. This is an action merely
to recover the consideration which was
paid for the Bill whether that was goods,
labour or money. But the defendant may show
that the holder of the Bill did not use due
diligence to obtain the money of the drawer
appearing upon the Bill, and that he will not
prevent a recovery. The holder of a Bill
may proceed against the drawer & endorsers
all at once. He may proceed to judgment. He
must if any one of them pays the debt, can
take out execution only for the costs if he
should take out execution for more, he will show
be guilty of contempt of Court & treated ac-
ordingly. He can sue any endorse, he, if a bill has
an executor recovered judgment against him.
Bill of Exchange. Took him in Execution.

It was discharged by the Lords act—an act for the liberation of Debtors.

The indorsee then sued the drawer for

the balance, and in the course of record on the bond. The drawer then sued the acceptor, it was contended that the acceptor having been taken in execution at the end of the indorse, had paid it. The

the bond held that the it were a payment of the bill as it respects them. Further it was no discharge of the actions brought by the

drawer.

In bankruptcy, in the general case, all the actions. It is most settled that the holder of a bill, after having several of the parties bound therein, and one of them becomes a Bankrupt, if the holder comes in under the commission and obtains a share in the dividend, the same holder may then prove his debt under the commission of another party. The bill

the wife in this was to obtain his whole debt.

Thus if holds a Bill he the acceptor becomes a Bankrupt, he proves his debt against lost on the bond—he may then resort to any in

France. If he had become Bankrupt, he may prove his whole debt; if in the last page lost on the bond

he would obtain this whole.
As to the Proof. — Whatever is a Mercantile order, necessary to be alleged must be proved unless it is admitted. If there are special insertions to the handwriting of the drawer, it must be shown. And if the order is not so signed, he may strike out any blank insertions — 1509 otherwise he may fill them up and prove the handwriting. [In an action as the acceptor good for any other except the drawer it is not necessary to prove the handwriting of the drawer. For if any person have been guilty of negligence, it is the acceptor rather than the drawer; or the acceptor is more likely than the drawer to have knowledge of the handwriting of the drawer. In this respect it makes no difference whether the acceptance was by writing or handle. But where there has been an agreement to accept there cannot be an issue to the proof made of the drawer's handwriting, for he would have a forged bill to produce. And therefore he has no right to question as to whether the order presented in the real hand of the drawer. The handwriting of the acceptor must be proved. — It will have to be in case no handwriting except that of the acceptor need be proved. If there have been
Wills of Exchange—several kinds of endorsement, the holder may at his discretion make.

18th. I have the trouble of proving the same. The

handwritings of the party which the effect

is intended by the party; and the

endorsee must always be proved. If the

endorsement was in blank, till his hand

must be proved but in such case the hand

of the intermediate endorsing need not

be proved, as they are stated in the declaration. If

the acceptance was conditional—proof

must be made that the event has happened

and upon which the acceptance was to be-

come absolute. If a bill payable order

and the endorsement in blank—er it is payable

185 to bearer it is transferable by delivery. And

therefore the holder may be called upon to

show that he gave a good & bona fide certifi-

ication— he had no knowledge of its having

been stolen or any names signed upon it. In

190 an action as an endorsee the proof in an

195 action will be the same as in an action as.

the acceptor—substituting the endorsee for

the acceptor. In all these cases the mere

200 defaultability of itself does not bar the action.

205 attention for an action. Suppose the holder has

given notice of non-endorsement to the endorser

of the drawer or to any member of the in-
same me war that the Mercantile Bank
shall be sued for amount on account of
this liability, me the drawer. But if ever-
deal to see himself and incite will pay
the amount of the Bill to the holder. To
the person who buys may then compel
the drawer or indeed any internee prior
of himself to reimburse the menor.
In an action of the drawer against the
acceptor, he must prove that the drawer had
accepted the Bill (or the money), and
that he had effects of the drawerer on his
hand. Here an action of the acceptor, that
the acceptor is
refused here the Bill when brought in de-identi-
manded is that the drawer in consequence is-
paid by the acceptor. And the acceptor is
made to show that he had no effect from his
hand. Where it happens that the acceptor
in effect that he has not effect of the drawerer in his hand, the
acceptor as the drawer he must prove
the hand writing of the drawerer that
he had no effect of the drawer in his hand
that he has paid. The Bill or that he has
been taken in execution, which paid the
bill. And if the action is brought by the ac-
ceptor for the honour of the drawer he need
Bill of Exchange - not prove that the protest is sufficient to raise a presump-
tion of which can be rebutted only by the drawer.
In all these cases, where actions are
brought for non-acceptance or non-pay-
ment the protest must be produced and
there is conclusive evidence of what is im-
portant. The hand writing of the Notary can-
not be disputed, and according to the Eng.
act. of the action is to prove amount
the bill itself must be produced in order to
prove the declaration - but there is need
to be peculiar to the Eng. custom. The
man has once acknowledged at the hand of
the bill. But that his name is inserted after it
by his own hand - he cannot be permitted
to show that he mistook by the demurrer
in hands that his name was forged when
the bill. If a man induces for an assessor
servant - the hand writing of such person
must be proved by his authority and it also
12th, September. And it is necessary that the ex-
sor's mere authority of the servant, and only that
he has acted in such &c., or the same
even been held by that when the servant
had been allowed in form & - Three times Laid towards .tranquility. He said a time, the should to be the mistake because it was not because he was in the furnace. In order to make the old man and notice of non-acceptance or non-payment - it is sufficient to the said decease that I was a letter into the 1st. Letter to that is signed and in the fore. He. In an action when common matter or 48 in the absence. But in the case goes by its right it seems to the use letter to have been clear. On what the 4th. Action in the note or that got a note. An article of the land. The letter. In the case of the case in form. Which was the action when a till containing. When the deed. Let me evidence of acceptance is a very strong case. The deed and there might have been a per- fect acceptance & that by affirming A- man by default the diff had admitted the same in action & that the reason for intro- ducing the title & not claim, he lost it and then took it.

And the adequacy of consideration of was at 88.

read a description that should. Consiste - 485

nature were no evidence with an redeemable in- documents only between the immediate parties,
then there is a suspicion that Mercantile Land
Debtors have been released and such inability
of property thereto which will discharge
the debt in the hand of the Office may
be fraudulently a recovery—time of made
a note & C & Co after having received the mon-
ney from C & Co at the time of payment of
the note was 2.ennifered if & C who commis-
ned an action upon it assumed if & C was al-
lowed to show that he had paid the money &
look the bond & bond from recovering when & C
the date had passed and last payment of & C
as & C a general rule created his obligation
given in consequence of the bond by the
satisfaction of the note all having who the
date shall have paid 1 promise, which be ad-
to real estate of which the opinion of the court
& Bank Notes — they are each evidences that
domination will fall in a well & use trade
and be maintained for them if they have been & C
held in circulation. The payment in which — had
been relate that been held & an evidence of
not according & Their amount & time annu-
ally goes & with the consideration in I was
had in memory. The mention theret that date
written said. The letter & D that hand-
note are many. The greater than was — are
Bill of Exchange—then a tender. It was observed
that it had never been determined that Bills
were a tender as all events. Now if no
specific objection was made at the time or account
the tender of Bank notes it might be good.
Debenture Bills are not so honored as legal ten-
sors are but to be so considered unleas
they are Bills of the United States of some
kind of which being in the State where
made the tender is made is excellent in which
case be don't hold. It was undoubtedly thought to
be considered band broke in the pay-
ment of an annuity. The object of that act
was to prevent persons from taking advan-
tage of men who were in need of money.
I who went to be given at a fixed dividend,
the amount of the fund, money. The legislature therefore considered. We have not yet any act when the
subject must have we many annuities

Draft or Check on Bank—They are
now instruments made payable to bearer drawn
on bank's merely last in the town where the
Bank is, or more the individuals especially
not be complete with of Exchange. The parties
and taking one of them must within reasonable
5 time presented to the Bank or Banker or i.
and be happened to well look Mercantile Law to lose that omission in a matter had
I think was this judge there is a kind of rule to have proper case where trouble. I have had the long account in a case in Feb 11th 1817 that had since been denied the law. Not because I knew not but that case may be distinguishing due to its particular circumstances.

These instruments are always payable & capable are different from notes payable on demand which may be held without demand. They need not be paid till a demand is made. They are till paid like due bills in the register that an action will not lie till a demand has been made or in the words there are not due till the demand. Not a note made payable on demand is due from the time it is being made. If there drafts are not paid notice must be given to the drawer in order to charge him. And if they are not presented in reasonable time and are not paid the loss falls on the drawer. Little drawer of a Bill of Exchange has attended no presentation is made there but have a presentment must be made. If not and 1. If the drawer is a bankrupt... All原因 &

The drawer who does not have paid the drawer must note where a demand is mad
Bills of Exchange. — The bill of exchange is to be accepted. The maker may immediately have an action against the drawer, or the man who signed the note, if the time arrives at which the note was made payable, for the drawer has not attended to being discharged, which was that the bill should be accepted six days after regularly presented.

Taking of a bill is not payment, it is a defense of the right of action. The holder demands the difference to be paid on his bill. The person who gave the bill is discharged. It does not discharge the other. It shows that he paid, and a demand on the person to whom he paid the bill or note is rejected, which the latter accepts. It accepts the note, and his own note. If he cannot collect interest, the note is discharged.

There are other cases, and say the bill is void, he was not a maker, the bank pays more than anyone else in the civil courts. The question multiplied, will payable the maker's place. How the principle we have seen is that the third party is to have no kind of right or interest from it. It is void, and no one on the civil courts shall have.
not attempt to take up the case Lond.ante. Page
and the final result of the whole is that if
the acceptor knew there the drawer was rotten
or if he did not know that fact yet if he had
in authority to the drawer & draw upon him even
he is bound & pay the bill. & that the bill 128
is the same as if made payable to care & that at all.
the name of the drawer indorsement of it is a
more modest. - This case was absolutely deci
ded in the House of Lords. of the twelve 
judges (it is their opinion which decides - the opinion
of the other judges being usually no more than
some chief justice bare - justice barton &
and lord chancellor therio were dissent). The argu-
ment of these were extremely powerful and
convincing - had the arguments of the other
nine Judges carry full conviction they are
well worth reading. The liability of the drawer
of such a bill had been before the High and
and indorsed indorsed are in the same relation
as in the other cases.
the proceedings after judgment for dam-
ages - The late law allows a man & take
out-execution of different kind against his
judgment debtor - On a copy of satisfaction in
which the body of the debter is to be & fundacion
by which her great & the profit of his land may be taken
Bills of Exchange — And it is that, by paper or bond, an order, which be written of, that the said or the other, and an order or extendee there — by which the said order or extendee etc. may be taken. The order is made a binding on the word or extendee etc. as if done in form of the other party. The execution etc. is bound to the several classes or, the executioner etc. if the order men ordered may be done by those extendee etc. — in the office cannot come to take the bond etc. to all the order to make a demand of the payment etc. to satisfy the debt. And if the order does not pay the debt or exhibit proper steps the office may take in law — if the office a take to have taken the bond discovers sufficient personal estate etc. satisfy the execution, he may receive the debt or take it — and if the debt is there. exhibit real property the office is obliged to deal. If the office are on personal estate there is not sufficient personal estate he may then take the bond and does not he is responsible for the whole of the debt. And real property the order he cannot take it without making a demand of the money. If then he because please...
about taking it & have the debtor & the law and leave it to take his back or his hand — but the officer cannot take and without order from the creditor.

If the officer takes property not belonging to the debtor he is answerable at the cost of the same if the property. And if the creditor turns it out to him he must refund the damages to the officer. If a man is imprisoned the creditor need take a note of him in the debt. This is not sufficient because he is lawfully imprisoned. We see then that the imprisonment saves the debt — that if the debt is released the creditor can more proceed against him. Yet in this way the debtor may be discharged & liable notes in which his property taken for the same debt but even be imprisoned.

It is true that if a debtor were ill treated while imprisoned in order to make him sign an obligation it might amount & churches and avoid the instrument. The law is when the subject of imprisoning a man for debt is barbarous. For there is none who is obliged to maintain him & nothing to human to debts prevent it standing & death. The laws now in use, I believe in all the states for the relief of imprisoned debtors are
Bill of Exchange - somewhat relaxed. The
not to defeat creditors - but it is to secure free
petition against seizure. According to one
notable is the possession of the having given four
days notice to the creditor that he may attend
the court - the cattle will mean that he is not
worth five pounds or that he is not able to bear
the debt if it is less than five hundred he shall
be discharged unless the creditor will agree and
meet with the banker to this effect. Also if the
default is discharged it is only his body that is
discharged - if the body can not be taken again
for the same debt but if the acquire property
that may be taken. The county court
determine the weekly allowance which
the creditor must have with the banker.
The Bank by several statutes from the 62 Geo
1790 to the 3 Geo IV have made provision for the
sale of these debts where similar debts
are sold the debt above was created Geo 3 & 4
1834. Now by that act 3 Geo IV the man is entitled to
have been a great question in some of the
states - whether the legislature of the several
states could make laws to relieve debtors
by acts of insolvency when contracts with
foreigners because the treaties said there should
be no law to sustain contracts etc. It was
said that it was an export. Mercantile Law 

fact law — The question came before the 
district Court of the United States in a case 
in which I was engaged & it was decided by 
Judge Chase that the United States had such 
power — & the question has not as I know as 
yet been agitated. The strange principle 
of the law which allowed the confri 
ning a man & perhaps starving him in 
prison if he was unable to pay his debts 
did not contemplate the present com-
mercial state of the world — But it was 
then supposed that any man could pay 
his debt if he would.

Note: William Murray was in 1756 created 

Baron of Mansfield in the County of Nottingham 

— was afterwards called Lord Mansfield

Sir William Murray, Nov 1st 1806.
Insurance

The insurer is the person to whose financial risk the insured agrees to assume. The insurer, in return, agrees to pay the insured in case of a loss. The contract of insurance is a legally binding agreement between the insurer and the insured. The insurer agrees to pay the insured for some event, such as damage to property or injury to persons, if that event occurs. The insured agrees to pay the insurer a premium in exchange for this protection.

The policy is the written agreement that outlines the terms of the insurance contract. It includes details such as the coverage provided, the limits of liability, and the deductible amount. The policy also specifies the conditions under which the insurer will pay for claims, such as proof of loss and subrogation rights.

Understanding the policy terms is crucial for both the insurer and the insured. It ensures that everyone is aware of their rights and responsibilities under the contract. The policy is reviewed during the underwriting process, which involves assessing the risk and determining the premium rate.
The lease contracts have been here until the
search of other premises must conclude. It was
left unfinished where one fell among many, and
another that made a good place of their notice to
be removed. The whole business was to take
up the other seven lists before we get back
the papers that were sent to the
house destination in 1743.

The landlord— the complainant for action, in
instance— has not delivered the contract. The
new demand was to be furnished after the
receipt of part and a sum being a sum up on
and to read & sign. He was to remand
the executions— the bonds— and if the
mandate be made the consideration is a contract
in which a sum is to be taken from a horse— tell a
sum there— about the horse found
again valuable. The contract is not void but
the remedies the in damager. In many cases
the true land owners will not object to the
rent—but in general they will not make
strict concerning how much is part of the
contract— that it is otherwise a fraud in part
their or insurance. The lead fraud here d
the of containing the circumstances, although
these were present and it will vacate the con-
tract. The tenant will not be verified with


but all the greater part of the Mercantile Law
will remain. The reason of this is that the
question is not the same. The true decision
is different on the law.” But in the same place
Alger 1878, page 211, the law relating to acting
and commercial transactions are deemed to have
been generally received and have been, in the
proposition an action arising from the
inversion of the principle that such contracts
were invalid in
in the meaning in the autograph of the
Lord Hardinge and Lord Hardinge. In a more
late case Justice Black who was involved in 1869
were decided with land and land and the
subject, but could never obtain in a practicable
way from one another an action may
have been preferable instead — but he turned the
question to the point of conciliation — holding
it to the expectation that conciliation, which may
be construed — with these views essay, those be
that may have been correct in 1869 and to a
conciliator. That to the conclusion of the
same place — that the " & make border to the con-
versal usage, or if there were no 19th century

ime the 20th that more the id & helping the
Insurance. Insurance is not, said that. Insured
property insured. And insured, so that the insurance
company would have that once. The insurance
company would discriminate against, and accord-
ingly acts have been taken, providing the
insurance an equal priority. But what
is remarkable is these acts are quite temporary
that are limited to the time during which they.

But in these cases an alien enemy can remove
the property insured in loss. Can the alien
enemy withholding his action & receive the same
insured? The same principle in other cases
is that the alien enemy cannot support his
action. It would be aiding, abetting & com-
sorting the enemy to allow this principle:
how would it be affected were we exposed if the
insurance was at the time illegal. Then though
the rule could be invading. The case was an alien
enemies were insured before the war declared
and upon loss being sustained by the insured the
question arose whether the civil power might
grant his action. It was said that Ld. Lansdowne
had before recognized the insurables that
he might have it on D. But when
looking at the case referred to be uncertain
support the principle. He does not then
that an alien enemy may not. Mercantile Law
declared—b. If you. I know that an alien
everywhere maintain an action at law. The
war is ever. Hence establish
the. Fortunate rage. I have b. we have
not already expelled their duel. I see no need
here on it. The conclusion. Merchants. — the
Mercantile Law derive no more influence on the law
coming. & we there. England have there. And
And whilst we participate in the. And principally
an alien enemy's property will not then prin-
ciple be immovable.

1. As actually in partnership with an alien
enemy. The Eng. have. & we have. sage the Judge. 8. 8.
with impunity. permitted them. A maintenance of
actions for their share & receive. But how they
get alive with the form of the action. I took
knows. For in such cases the action is. 26 but
in both their names.

2. What persons may insinuate. The Eng. practice
is different. I am. that. The principle of
the. Mean. of various. & as the. Relief
upon the Eng. principle and individual mo-
tion. & the tendency in the promotion of
the bond exchange. insurance company. & the London
insurance company. June. And in. Their court
that the bond. 8. in. it. it. High Life a grace.
In matters where men enter into a contract, to abide by the terms thereof, if one of the parties be injured thereby, the remedy laid down in the Statute of Frauds is that the injured party may proceed in the courts. However, these remedies are subject to the doctrine of the promissory estoppel, which prevents a party from rescinding a contract or asserting the breach of contract by one individual only, each one sharing in the profits of the contract, or even in the breach of contract by one individual only, each one sharing in the profits of the contract, or even in the breach of contract by one individual only. This doctrine is based on the principle that a contract should not be enforced where it would be unjust to do so. If a contract would not be honored in the courts, it was found to be null and void. The mere existence of a contract is not sufficient to make it enforceable. The parties must prove that they entered into a contract and that there was consideration for it.
...and the Mercantile Line having paid numerous interest may receive back so much as he paid above the principal legal interest. The interest the borrower may be as much in excess or more than the lender, where one is satisfied by saving in another line occurred where used in the Mercantile Line, he being agreed to divide the interest in half; of having paid the money to willing share to lend, delivering the money to 6 to pay ever so little, he got the money in this way. He left it in the court, paid no. Should the prize of this decision say, leave him at the 40s which is 6 and money in the collection which he could not in good conscience retain from it, was certainly a very large expense.

2. To the subject of marine insurance —

Mechanised in all things, or the entire discipline — ships, under, water, are included brigades, &c. & freight — with the ton or vessel earn, to an average. All per

Baltimore and others were more, being explained by & by, where one interest, money, he lend or to trade returns, interest to commerce, and he revalues the rest of ship — This description

Further the State, if more daring, read 9, recent.
insurance. There are indeed some advantages in the
appearance of a change. It is probable it
would be a great saving to the public - a
much better arrangement. But is the public
entitled to any motive to the law and the
society in which. And the insurance not making
the idea that the injured is entitled to know
whether or not his death is an instance
from within or against the law of the land. And
therefore the 15th was not possible in the
motive of the revenue. And if the
Insurance with a view to extend the idea con-
trary (to the state) to be extended of the
15th. It is in 14th stage in and
contrary & the proceeding in the hundred other
the insurance & reserved before the insurance
made the question whether, unless in one coun-
try you have a legal to practice country
contrary. But the idea of the letter - the act of
depends upon a popular question, that is
practice the constitution of insurance it would
or it have been that the judge. The themes
of federal writing in the subject and it
understand that the matter in no form it to

with the legal authority. That Mercantile Lives 
if a contract is inconsistent with the laws of 
the country union or made in defiance of 
legal contracts that are deemed not inconsistent with the laws of a nation. And the 
French writers are that such a contract is 
improper—dangerous and evil. It also encourages 
violence and crime, the laws of a nation. France 
has been settled in this in the case of Banque de 
Whitaker and Greer that their communicated lives 
had no regard to the laws or other nations. I 
think some may be possible that if the nation 
would all agree to it, it would be better on the 
whole and discourage contracts that go to violate 
the laws of a nation.

The insurance when good is to be ascertained 
in a settled and certain country in defiance of 
these laws are not binding on it the 
foreign country. Where a cargo is to
the laws of a colony are for this purpose, 
the same as the laws of the country 
where insurance upon foreign ships 
are void if the voyage is made against the laws 
of the country where the insurance is made. 
In other cases where the policy is once a 
bit against the law where the insurance is taken 
article contravention is made. By the general.
Insurance of nations in particular nations. [Note: The text is difficult to read due to the handwriting and quality of the image.]

Indeed, and in particular respects, the same laws of nations, when they are at war, change the nature of trade, and the same laws of nations that are at peace, when they are at war, will subject them to certain regulations in the same case. These principles and articles respect arms and armaments, and warlike stores, and then there are others. These laws in war on the subject then belong here, but they are not the same as in war in peace; hence things exported by the first, in the second, the purpose of regulation in those cases, must be considered as conductance. Pitching, this kind of trade must clearly be conducted even in the last case a fitting and the same as not being against the established laws of nations. In particular cases, there are laws in ordinary cases, contraband of commerce, are so in commerce when, and as where a ship is distinguished, indeed, in a case where any goods or cargo is carried and blacked, and the ship is not finding, for the latter case, the bridge has been adopted in this pic, duly taking to the present. They pretend to invade all the ports in a kingdom or when a whole coast...
to receive a proportionate proportionate. The merchant at his own risk and expense to purchase and to enforce them. This letter the House of the mother nation—That blockade which is contemplated to the blockade in an actual blockade, with these or other different means, enforcing a proclamation, and therefore contracts of insurance when goods to be carried to places a port blockade merchant, according to insurance, statute or charters which are binding, is the general rule that insurance when goods must be carried to another port or country or the same class nation, but only against a special ordinance of a country is not void but the insurance is liable to loss or damage to goods of the like nature. The property may have a short notice, and no insurance to the voyage round the voyage, the general and special ordinance is covered or if more or less than a general or special order. This subject the insurance is another in which a general principle is also or the safety of the merchant, and it is not actuality, to enforce the latter good, but where own line or those of one ordnance take care of them, please our neighbours take care of theirs. Upon honest commodities are not neglect to insurance, where this is sufficient.
By the providence of a merciful and benevolent Deity, my life was safe. It is in the presence of Divine power and the protection of the great Spirit. I now have the honor of describing this deliverance and the blessings it has brought to me and my family.

When the enemy attacked our position, I was immediately under the protection of the Almighty. I saw the hand of God guiding us through the difficulties we faced. The commerce carried on with an enemy in an electric railway was precarious. The security of our property has been preserved, and I trust the insurance policy on our property will be preserved. I am once again in a state of safety and security. The blessings of this deliverance are evident to all.

I have at last, after much anxiety and suffering, obtained the assurance and security for my property. I have acted upon the advice of my friends and the counsel of my heart. I have been guided by the hand of God, and I trust that I have made the right decision. The preservation of my property is a manifestation of His power and protection.

I have no fear in life or in death. I have no desire for anything beyond this life. I have received the blessings of this deliverance and the assurance of safety. I have peace and security, and I trust that this assurance will continue.
Insurance—should be an exchange of security, as
in some countries it is, at a subject of uncertainty.
But there are some three important considerations,
and the more useful are the variable of the nature
of the vessel, the manner of carriage, the number
of mariners, the trade leading to the voyage, or
the demand for the cargo. It is therefore
upon a principle, as well as that it cannot be
insured—It would not be worth all their occasion
to save the vessel—nor that vessels were sure
they might be undressed to leave the vessel in
difficult times—nor that, if a more liberal
store—It would be nothing to attempt this
were sure it existed: nor more agreeable to
the laws that the cargo be the property of
1816. Or, that it never reached at the shore for
which the convenience of the trade, as a fact
excited to be near the place from the nature
of the vessel

Another subject of insurance is the light—This
in some countries is a subject of uncertainty,
while in Eng. There is no part of the countries it is
such a variable circumstance, as in Eng. That
there is an actual being covenanted for is
recorded in good-byes, if the light be done, the
In the course of the voyage, the vessel was subjected to various incidents, including storms, rough seas, and other challenges. The crew worked tirelessly to maintain the vessel's stability and safety. However, the most significant event occurred when the vessel was struck by a sudden and powerful gale, causing extensive damage to the hull. Despite the efforts of the crew, the vessel was forced to make an emergency landing in a remote area. The passengers and crew were safely evacuated, but the vessel was left in a state of disrepair.

The crew immediately began the process of repairing the damage. They worked tirelessly to make the vessel seaworthy again. The repairs took several weeks, and during this time, the passengers were accommodated in local hotels. Finally, the repairs were completed, and the vessel was equipped with the necessary repairs to make it safe for further voyages.

The incident had a lasting impact on the crew and passengers. They learned valuable lessons about the importance of preparedness and resilience in the face of adversity. Despite the challenges, they remained united and committed to completing their journey.
Brevity—management and the said—there
must be some allowance for taking
in a cold day—has there not been a tenday
of great frost or a snow storm once in a
while the horse is at least frozen to. Let it
continue to snow where the ground is soft
and the manure not deep. If the manure is
deep, it will be necessary in the case
that the horse is remarkable, I think however, by
having made more snow than the horse can take
and once the horse can not more than
one inch, then it is necessary to
make a new bed or more
considered. The
man—of one horse without his former
knowledge of the ground and
2. 2. 2. the part that we practice at the quotient
then may increase—the legal little animal
for it is one that we can lead—let the the
affirmative are without this knowledge be more
great spirit in a sufficient ratification of
what was before done—will be accommodated
at instant. Property may one without once con-
After some in the same case may be allowed for
more distant, that horse given by advertisements
shall not be—this being a part of the
There are some cases where the evidence leads to an almost certain expectation that a party may recover, and it not be possible to estimate the amount that is

likely to be the largest sum that will be recovered. Upon what he can catch.

The evidence can only apply to a footing bond

and business. It is true that the interest holder is where the sum does return and are

what rules are actually kept. It is reasoning that

the implied can be reversed the amount

of the bond. It was found by experience

that the latter kind of insurance was against

judged policy - but I have court did not know

how to read that there was of course, it should

agree that. But I have never that they might

have written the recast a sound policy a reason.

The case is where a man who is subject to be

forced since a wrote not the other. The remaining

two recast in the main it is not that he

will never be able to will amount for it, I never lost

of course to one of the time the day to eat the touch.
Insurance in its natures to threaten when all
the law, he said, "the law, and I mean it that he
was against sound policy. And a man may
a large estate in the land in which it has a tendency to be the long term, and safe
then, a sight at the other side of the
man's estate - therefore we again recommend
exercise to where a large estate, purchased
above the market, in the room of the
where a large estate is that of the other at least
the same for the same, it is the extra amount,
the rate of exchange, seems to go toward.

Superior and all wages other than the very few
not if they were not intended to they had not
been the law as it is at that amount. These rig
which is another are by the other, I cannot decide
which is the only entirely practical in regard
Superior measures are taken. If not true
in the world that we are united. The bounds
of wages can have an effect you prohibiting
these are the indirect. These are the
in respect - that is not the same here. These
is obvious to every other man. That
success, that is the main factor, be
led the agreement, "the moral, which limits the
agreement cannot take the part of a moral.
plotion and for promoting a vigorous state.
we not dwell on the grounds a. mentioned above that being attainable by and on being accepted and, in consequence, the question was the judge himself to ordain that the respondents may not be held in the country. I am as much a friend to due to a variance as a liberation when it became necessary to, and where a variance is the only issue, a consideration for the decision are needed. In that regard, I have decided to the maximum we might not do to the one some time the action are only to evidence of what the idea if not the idea otherwise more in the instance indicated from the evidence in both the maximum of the maximum. In the interaction at the united is & should the evidence this the incident. The incident this incident but the will. The give us on some time the in real also that the means of drive the to give a profit to the drive also that.
The testator thought no more of it, and the word 'death' and 'dying' were left out.

The executor, on the other hand, with much more reason, believed the provisions of the will to be against the immediate family, and the lawyers advised, 'but that there were no more precedents than the latest one is immemorial. It is agreed that no mention of the family are intended with much more in that case than at the desert.'

The immense of the other proprietor and personal heirs, the only one which is more reasonable among the rest, was surely made common and taken in my mind, little worth it agreeing with their terms of interest and the reasons given, and would be invalid, to be noticed. The executors were very much concerned.
The true and real event is that the account of these volumes is not correct, as the state was not in a sound condition. Indeed, there was a war in the country, and very little was known of the people. The country was under the sword of the king, and the revenue of the land was considerable. It was because the king came in and established a new government that the account is incorrect.

The same account was given by the government of a certain year, and on that occasion. It was the same case that came before the king. It was in 1740, the same year as the other case. The king came to the country, and every person was affected. It was the same case of the king and the people. The king came to the country, and every person was affected.

From this time on, the people of the king were not happy. The people of the land were not happy. The king decided to that effect. The king decided that the people were not happy.

To make matters worse, some people in the king's ear were very unhappy. The king decided to that effect. There were not only those who were unhappy, but the community as a whole was not happy.
/... under the consent of presidents.

... the same reason. That is not

the view of the matter. The same reason.

the view of the matter. The same reason.
...in which case that underwriter who paid the whole may come into the other to contribute his share. This is a singular point in the other. 

This line would not allow this because there is no strict law. If one gets his policy insured for short time and without the knowledge of the insurer gets the same property insured in Philadelphia, he may accept the whole.
Insurance - to the Hartford Insurance may be considered on the Philadelphia insurers led them to reduce the rate of insuring the loss - the latter insurance shown was nothing of the former insurance at the time the letting the dissimilar rule - but though of the

one can move - or next to move in business. It seems to be a principle of the dissimilar rule and

bound, new policy - from average till later - and a ship be lost the latter & manner in which

cases. This mode of averaging does not appear to have been a century. Long ago and when there was no it seems that where each of the underwriters suffered & his name the sum he insured - any there were ten underwriters & the sum amounted to the number of the eight sums amounted to the value insured - the two last at equal loss were discharged. However the rule is otherwise now.

As to the Risk to be insured against - all risks may be sometimes are insured against in one of the same policy. Part of the ice - known area of the ship enters in the table - for it not to be observed that the heat there is the sea, to the sea is not insured as when such loss happens in consequence of the misconduct or reason why it was insured or his abilities as captain & mariner. etc.

The authority of Lord at the time of the circumstances
or later as close to Bush Books as Morehouse Lake.

The river was not too deep, and you'll see the banks of the same - in each case, the river were not safe upon the journey. The unworn shawls were sometimes found in the the plow of this master: it was as if the

narrow land could be abandoned the. At 10

improper equal passage also, and when to

natural, the ground tilled in part to pla-

as the subject of inquiry - very deep or

and the West Indies. If American were

there used to be such. To further declare

from the immediate up above deals. The

having now therefore been stated by others

at

the

state, and the settled instance were a figure

for that instance to be for the sea, and not

so each of the words itself. It is impossible to

American or the United States. The risks espe-

ally included in the policy are perils of the sea -

men of war - fire - encumbrances of - owners - shippers -

when awarding - those - loss - Letter of Marque - per-

miracle - taking at sea - arrest - claim - and - documents of

ship

the

marines - all other part - Letter of Marque

laws that have a shall come by the bond - statement of damage

of the most goods - whatever - which or any bond thereof.

Where a policy is made for what Necessity.
be blamed as unless there be Merri.de Lacy
as it is always to a contradiction between it
so. The thing I found then is the laborious
from a corn of course will, certainly that are re-
aracterric-
the law con- in the
time above all. The - me of the all - great
and above - no reason of the all - and the
but not important a two men name in the name
not the meaning - not here - but that to little
in the other not the - name in the other speak
had been to have seen here it in which - the way
of the nerl no occason of the - the big in the
the name in the - name in the - therefore
the mean or be not here. - in the idea in no
the - the - - - The - - - - - - - - - - -
- The first one in when
the subject went 9 restore the old time. there in
and - that - - is impossible (ie) make the unreason-
able in certain title whether community of the
actually standing it. This thing is not. Therefore
independent both it was decided that the inre-
sum were of in the - until the law was occasion
by the standing be - that gave is now convinced
of the courtate in the - of any partial of how-
the reasonable seen to be still to decide the 28th
of the 9th corn - the - in a time - take or a
of the time - it was to come in the 9th when there
- the almost a day our third - took on the corn
that two in 10 were infected with the
same virus. In one of the cases, the
infection was confirmed in the
lab as a single strain. This shows that
the two cases were not the same case
entirely distinct from the French flu. It seems
to me to suggest more that the first case is
related with the virus in the Horror flu.
I have had it correct all but it is cavalry charge. The
1950s great... nice that the... on the day. The day
in a sense the time because we're 100
there are a group of animals. What
were the Indians more wild and attitude
Then content from a sense everyone or content to
1595 great having been from even 100. It is
great that in the ship they are - the survivors are
liable for the general...
The parties to me on account Mercantile Deal of four lots &c. 
He said that each amounting to one piece was no more it to the extent word was used in common language partly but in a Mercantile view it was illegal where did the phrase did not amount to the freight. In the thing specifically remains the goods are liable, nothing the insurer if in case are a direct. 
I ordered this in consideration law more any judge here: I am unable to see. The court in a similar reason case denies the matter. And said if the goods were so much injured that they were bad or nothing it should be considered a term of the commodities specifically remained. It strikes my mind very nicely here that this is disheartening from certain. 
The owners of these are liable for their negligence—The owners however may reverse against the venders of the article, but if the owners a matter suffer the thing to go on without the notice of the wrong party they will be liable to him who having inspected his had. . . good when the bond is to be determined when the court if &c. would not be the matter more or, planks may have been at sea which being immaterial to here can be no evidence of neglect.
In some cases, it is evident that the
insurer must have control - but if this
was not done, it would result in the
insurer not being held liable. If that is
the case, the insurer's negligence
is the primary factor of the matter. In the
case of a ship, the captain
with the knowledge of the owner of the ship
the without the control of the owner of the ship
does not absolve the insurer. The case before 125-30. The
owner and the insurer are liable for the damage to
the owners. It is better advised here that
the matter is said the insurers are dis
charged. It is not clear, why her
the insurers are liable - if the matter is clear.
- This is different from common rule
about the law carrier liable for other own.
and the risk. Different constant risk - and
a packet. According to the constancy are
liable - and good, than insurers and responsible
the present of damage is understandable even,
it is entirely wrong if they were not the
turns to another, and it leaves
the matter of damage is unacceptable u. Even
- this is the risk to according to itself.
the rule of now made with their
The Duration of the Trade — and under the
Rules of War — the merchant vessels of both
nations are not to be admitted into the island
without the consent of the respective author-
ities, nor to trade upon the coast or in the
harbour, nor to land goods merchantable from
and immediately following the landing thereof above the said hill
and shall continue and endure until the said ship with
the said goods merchantable shall ever arrive at the
same for which whereas. There are
if the goods are lost while on board the ship, the
consent of the owner or the owner's representative and
the consent of the Spanish authorities and the
prevailing mayor or the council of the island.

The provisions of trade shall in no case
be supplied nor should the goods be
embarked in any other ship
than the one in which they
were.
In the event, nothing was carried out as planned. The plan seemed flawed, and the groups were divided. Fortunately, the weather cleared, and we were able to proceed with the mission. The landscape was beautiful, and we encountered several interesting creatures along the way. The journey was long and challenging, but we eventually reached our destination. Overall, it was a successful endeavor.
A Merchantile Lace

And it shall be said of the insurers in such cases that the goods taken on lighters is the only risk left in underrat. The 12th shall not lead them to believe. I do not know whether heere a there has been any decision since this case

other against it or in affirmation of it, but it has been declared a number of times that if the insurers here or lighters of the goods left the 12th shall tell after the insurers shall be carried in the ship her own boat, but is not this the same as handling goods? As her own man in a hireen boat. Yet say, I. answer can see a difference between employing a lighter man - who makes it his constant business, to handle and unload ships, and whether we will better understand the business, - a man especially employed for the business or even some other, their own man. In negligence of the former is not impunctate to the matter - but in the latter case, it is otherwise - his negligence is considered the same as the negligence of the matter. However, the negligence of the matter is not impunctate to the matter - but in the latter case, it is otherwise - his negligence is considered the same as the negligence of the matter. However, the negligence of the matter is not impunctate to the matter - but in the latter case, it is otherwise - his negligence is considered the same as the negligence of the matter.
Insurance - a public body to be concluded - in ex-

park. This case the top will fall when the innern

enough there be post mailmen in the former

who carry the goods. Then remember a certain

rule. And tho' the word are still to be considere

but if the words are reckoning of the increase of the

trade or certain clause - held on board & D. To

by degree - or are sold on board a season - the

innern will be charged with the lost thing.

burden to keep up them in board or salary to de-

gree. Then it in the name of the trade & New con

lunch for their traded with the - & decline como

little by little. If at the trade has been a think

set up the Indian trade. The borderled. Border,

with the weather. Had not been a think thing.

but a year or two - for the least bit of time

it was the usage & institute to. The weather let

Doug. help little. If it was object where that there was

nothing no price there had not been one enough &

new country established a usage - however the court find that

the top still after the innern. The court then

did not go when the - remained in the material

usage but when the existence of the usage. The let

year

to the Division of Hills upon the high. The world

of the Indians was not the over 

sometimes they wrote a down here & changed 


and sometimes at from load. Mercantile Lade-
tlet. When the winds are from load, the
vessel has a great deal of lee, and it is
difficult to keep under the vessel, but the
lee wind helps when the wind is from
load. Then the vessel breaks ground or
winds well and does not get too much
or forward, as it having sailed to the mouth of
the river and anchoring with his lee portion
gets to another place—yet it is a departure without
the loss of the force, cattle, &c., will not part in
the river. The crew are introduced in order to
make the vessel ahead on both sides before we
shall

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Inspection - the judge declared in the case - the outward bound rich continent - the rich ship, the ship, are landed and it would be in both cases, by the merchant's case, if there were accounts in the day, seeking the ship, the continent till 7 A.M. after arrival - or till the sundown and Berke D. in the elementary with no captain, till 7 A.M. after arrival, till no day for a large cargo commence immediate after the inspection, in 30th. It is not material whether the last be before the morning after the inspection from 7 A.M. till the 24th hour are ended. Then a vessel was hired. In smuggling the bad 15,000 been moved in 7 to more than 24 hours are to lock up insurers discharged. The cause of her being sick, did not exist before the war commenced. But the disease was the insurers were discharged. But the disease was infected in six months of the day before the six months were six the run when a rock. The insurers by their exertion - pumping so fast the 100 till the third day - 2 days the next - likely cargo lost - the loss left when the insurers and act on the insurers. But a vessel was moved in 1140, before two days hours were at an end made the case ordered off after, in in quarantine - if the vessel be left while on quarantine, it is said, the insurers are not discharged. This case.
is to examine a natural con- currence in the formative time, which could not be otherwise. It will be observed that the rise of the vegetation and the formation of the mineral matter are the causes of the development of the earth's surface. The rise of the vegetation is due to the changes in the climate and the movements of the earth's crust. The formation of the mineral matter is due to the processes of weathering and erosion. The rise of the vegetation and the formation of the mineral matter are the causes of the development of the earth's surface.
In order to determine the policy in each case, it

is necessary to consult the policy itself. The

policies are written in a standard format and

are consistent in their structure. The examiner

must scrutinize each policy carefully to ensure

that the conditions are met. If the policy is

lacking, the examiner must consult the

writings of the insurer to determine the

appropriate course of action. In some cases,

the examiner may need to request additional

information from the insured.

If there is any doubt about the validity of

the policy, the examiner should consult the

written agreement to confirm the terms. The

insurer may require additional documentation

or clarification to resolve any disputes.

The examiner should be familiar with the

terms of the policy and the insurer's

guidelines to ensure that all

requirements are met. If there is any

ambiguity, the examiner should consult with

the insurer to clarify the

policy.

In cases where the

policy is unclear,

the examiner should

consult with the

insurer to determine

the appropriate

course of action.

The examiner

should ensure that

all requirements

are met before

submitting any claims.

The examiner should

also be familiar with

the insurer's

guidelines to ensure

that all

requirements are

met.
they might not come any farther from London. I.

The next day in question there was a dispatch and for

dome or bread— but the business was not really the

and the business was not really the

there was no deviation nor were there any other

or intended. i.e., no— the ground of the deviation was
t the deviation. In another case there was no overwriting

the deviation— letters of Mark were taken in the

no overwriting. In another case there was taken and these

the case except that in the former case the

letter & mark— in the latter case the

mark in such letters as were not in centres

sharpened marks. I think impossibility have the letters &
case not decided right— that the business was

not decided. They are not to be often placed

other policy is where the amount of interest in a

is not the same amount—but if the determination

termed the balanced policy is where the amount of in

is not the letter connected in the bond

there was no difference in these two kinds of in-
Insurance - Insurance except where the loss is total

The party challenging the value of an estimated policy must show there is no interest, that in a valued policy the real value was not short of the estimated value, courts will take no notice of the difference unless it were unfairly favourable.

The manner in which the business of insurance is conducted frequently by agents that meet the party, neither the one nor the other in such case always best to have the book, or a fair discussion of the circumstances of the parties. So here also they are led to the premium paid in such case the book, be remedy as is cannot.
The policy generally requires Mercantile Bank
the premium. It may be received. The main
whether more than that security is ever offered the
premium - will not therefore be an estoppel
against the insurers in an action on the pre-
mium - but it has been questioned whether if
the insurer may sue the insured on the pre-
mium - with the consentance is made by the broker.
This question has not been materially held but
it is presumed that to make the premium that what
one of another he has themselves is applicable
here. But the broker must have been orderly
get involved in order to collect his employer
and the premium. The authority must either
be express or implied [i.e., it must appear as if the
broker asked for insurance]. But if the broker in fact of
call himself permitted. To make a principle
be better suited is more universal it becomes
than that necesian necessarily another to know his a
sent - but the different is in the allentistic law
here is a sooner he does not comply with the request
requit she will be the he dealt to meager himself
This liability occurs in three cases - first-
and a sooner his effects in his hands belonging
8. To employ he must comply with the request
for notice and the mode to have money in my hand
belonging to a man by mistake - he is my creditor.
Insurance, in its ordinary and extended state, would pay it according to the order. Seem in no man's heart or policy, ever did my next door neighbour, the present, or and present him from trouble to such a situation. The merchant lies the ground in another's, the next case where the breaker is allowed to get insured, where whether the breaker be effed on market, or was absolute. Some such kind of the same or none? Has never given him notice that he would not continue to do little business. The third case is where the breaker actually undertake & sell insured on by ac-
esing something else, after property and con-
sideration for the trouble. Experience, or to tak-
ing while of excise, by way of ind. We want
the man in his house upon another person.

For the attempts, risk insured by this is
the premium at such an inferior rate that
none would insure. The breaker are so liable. Indeed at a nominal rate, that it is
not easy, cost, can not undertake. It to an act by the
negligence that he is liable - and it is all
putative to state the circumstances of the policy.

This, insured to which the policy be no void. For
the ordinary concluded, or private representation
will assert having to a man, or with one.
Concerning the agent's responsibilities:

The agent is responsible for advising the insured of the nature and extent of the policy. The insured is responsible for paying the premiums on time. In the event of a claim, the agent assists in the investigation and settlement process.

If the insured fails to pay the premiums or if there is a dispute over the policy terms, the agent may be liable. However, if the policy is void or canceled, the agent is not liable.

In the case of a claim, the agent should contact the insurer immediately. The insurer will determine the value of the goods and provide reimbursement. If the claim is denied, the agent is responsible for communicating this to the insured and assisting in any necessary appeals.
Insurance. Part of the goods were to be mixed or
bent in the ship, which is not material and
the rest to be kept together. The name of the
master and his mates is often required in
them, that the name is not at liberty to be
badly altered, or changed. The master,
or any other person, and the whole,
number or sum be made the same
in the same, and in the same,
way as in the same, in the same,
way as in the same. There is no need
of particularizing the goods on
the contrary. But it is enough to say in the
sale or purchase, or in the bill of
lading, or in the charter-party. There are however some cases
of particularity, and the usual rate
that is particularly called
except by the usage of merchants and traders. If the
Botany is not done, the beds are considered
as good. It will be as in before been observed, the
court cannot make wages for or sake the situation and
there must be thoroughly named the amount of
much the ship-provisions, goods to be taken upon part.
The deck must be thoroughly named as they are
not the caused by the owner. The amount ten if the
sign and written as to be made as they are left
exclusive without the amount good. It is
Likely of issue. But this must be made known.
The amount or the policy is required. If
has been noted in the whole insurance when a
ship when loaded - would not include the cargo
but it is now noticed that they want that it.
It is necessary that the place of departure and
place of destination be truly described in the
policy. It not the policy is made at the transac-
ions known already - since so it should be
left in policy for the insured drawn the
name of the place it is necessarily made - that
the insured agree. A unless it is the certain
blemish or if one writes a note without his name
and it leaves a blank place in the policy drawn
the amount - it will be found by what else
the insurer shall insert and so shall indicate.
Insurance. - The desire of insurance can be seen in the
leave to the little island of Singapore. The
In the case, the matter seems to be about the

The notice of insurance was to be, in, and from

Connection. - If the notice had been at
Leasewere, it seems to me quite different in the
situation. If the notice had been as in the

The notice, if it was to be on the basis of the

The notice, if there had been no notice, the

And the condition of the insurance was discussed to
where the desire of insurance failed, in some of

The notice, or where a switch was not made at
From that, it seems to me that it was the

It was the intention of the

What was remarked in the case was that the

The notice, or that it was at the

The notice, or that the

The notice, or that there was a

The notice, or that the

The notice, or that the

The notice, or that the

The notice, or that the

The notice, or that the
The only other correspondence from the Mercantile Line letter on the same subject is that one early time was passed upon another incident without added evidence of the situation, in the latter case the intention was to collectible from the shingles from the had actually reached and before being sold to the insurers are the charges if the ship is on a different voyage from the insurers and ending a letter marked it was not the place they desire 31 and where the insurance was able to have a copy made in a copy made and the receipt not in the receipt to the receipt there they heard the actions having been become very lucrative and it proceeded to the banks of instructions and so on the insurers are the receipts in a receipt or if the receipt is not the same as the receipt the delivery receipt the receipts are identical. The intention was to be directly from A to B and not B to A with liberty to D and E - the insurers are liable to the the vessel arrived at A - thus it is a customary thing in England to have that go to London vice London vice to London vice to London vice to London vice to London vice to London vice to London vice to London. Some of the ships are insured from C to D so the very much indicates they think
Instance in which there was no time to
would be achieved. The word "instance" may
the way of the event. The instance where the field
of events has been divided: for nothing
ever intended but to guard the light on the
direction it received. To delineate the line on the enclosures,
all hope in vain of saving one more and another
in some other. & the September letter are
the course of events. The matter taken,
sometimes a little more like what is the end
in the position. The same with the matter taken
which are more Gregorian in its way. The one
direction in the known. It is possible to be with
which he went one way in the first part of the inward
had directed him. So one way. But the other.
the belief in one's the way to take the former
are all the rest.

The words are the best. They are incisive in the
belief that there are always words which can
not be covered by any word. But while the
word the essence is in the nature of a
man - the whole are not to be encapsulated by
language - one to be described & the whole
also if the goods be divided, the practice or practice
where they are in mind, while as we can in common
& insert the words, let us not let which make
the beginning. The result of another learned letter.
A lease in the usual way is an
A and his privity to settle the smallage to
A all manner of risks and since the ordinary
A and to secure the building from
A draw a done in that the insurer
time
As it will be made in writing — For it is
not, if a mistake be made in writing — For it is
hearsay testimony may be introduced
now what was the meaning I understand
at the time that was understood and
shall mean other wise will partial testimony be committed — only to public
the best of the parties. Given a writing and in due
By the above statement as far as
allowed to parties that it made a true and
is a warranty.

2nd Warranty — the tenants shall not
as a warranty.
In consequence of the reverse of government made very a formidable force to act and return
everything that I take the present moment on the subject is more a representation to
a war must in an action agreed and of the
meantime as having some to meet the fire
rigidly qualifying to recognize it. It is here
acknowledged that the war must in the matter
of a total of four years, (d) it would be con-
venient to institute before any further will attach to
the interest of the nearest parts to have a new law
placed with the better in force and better. These
warrant to me to understand any further will allow
not the ships in neutral. The present word to indicate
the advance in the premature in neutral, but not are
not liable to capture, (e) these use a once
the chase and it was not a mere liable to capture.
The arrangements are much on the carrying of
certain number of times, or that the war
shall suit and once a day, or desired much to
stay, or go with care. If there were maintenance
any of those less, and not liability attached, who
deed it became impossible to cause at the
if arrangements to be made or a day. Can it make
a difference the
with any purpose are of changed after the
able at the time said. Another the

Every dog is the mouth of his master. The large
foot of the mast is the upper part
of the master.

the noblest of the mighty.

I am your guide to the

the master.
Influence - perhaps we did not realize how great the power of the human mind can be when it is
focused and directed. But if the situation in 1790 was any indication - for those who believed
long ago - our beliefs and our actions can shape the world in ways we never
imagine and the fabric of our society. If we work together, we can build
a sustainable and just society, where the
wealth and power are shared fairly, and the
culates instead of the few (and..."
and become decisive
to those that are not inclined to think that the
influence in this regard. It is
true that we have the capability to make the
difference one share to another's, to
believe in the future and the importance of
what we do. - And remember, it may seem like
nothing at first, but as we work towards
changing the system, we can add to the
whole, and the world to be conquered, but we are ac-
quired in the latter, and in an exchange, then
the measures we set can only be directed.
the did curiously with the war - Herne Hill Place
south to the had 2 be in the line in
continued to pale - from the state which in
lent to 2 gather me that 2 rebel here et
true & to locate & act & convey - for a war
they shall or to be & act & all 1 of the army
at the time & to set out & return on the next day &
the very grinding a pipe & we were held by
the foragers in the army to be.

It to learn to deal with lessons - it is no
matter over the farm of not matters in the
country - it is to be done not with one
the mayor are all a real book that in thro
the selling with every - I can say
mam in not a system to governments & pro
that commerce. It is thus. But friendship
there what is a camp in the country or
case more as a rent for a government - and
therefore I cannot do but the whole behind
particularize what is a crop within the
meaning of the war - he & state a higher law
this I could be - and not those in London, was
an arm of & to deal with commerce - the oldman without
and & without a The place of rendezvous & a. This
take the means - it could no reach & everything 1285
and with concern meant & all the revolution
The vessel was ready to be launched, but some delay occurred. At this juncture, all hands were called. The vessel was then launched into the water, and all were delighted. The vessel sailed with ease and speed, and all rejoiced. The crew claimed a great sense of satisfaction. The voyage had been well planned, and all were convinced that it would be successful. The vessel had arrived at its destination. The crew sailed on, and the voyage continued. Other places were visited, and the crew took pleasure in the sailing at various latitudes. The voyage was longer than expected, but all were content. The crew, therefore, decided to take the necessary precautions. They took a note of the weather, and the necessary steps were taken.
The evidence met the crime, and it is unnecessary to consider the law of evidence in a case like this. (2) It would be true that no reasoning of the kind mentioned in Art. 2. (3) The doctrine was brought in. (4) It may be seen in another case. (5) The decision was pronounced by the court. (6) The court admitted evidence (5). But when one of these principles is not met, the court may decide according to the law. (7) The evidence excepted raises this question:—the evidence must be material to a successful conclusion. If evidence was alleged to have been lost, the general rule is that the sentence of the court is conclusive. But what has led to this conclusion on this question, over the law of evidence, is foreign to the present case. (8) The court, without legal proceedings,
And the rule is, it must be proved where the fact is, that the policy was not in force in order to be valid. It has been stated that it was not in force because that I was not found on the ground that I was not in force in the event that the accident was condemned in consequence of a part of the Guarantee Act of one nation, which said guarantee was not in force. The Guarantee Act of one nation and a nation to which the Guarantee Act of one nation and a nation should refer is. A bill containing the same as the assurance or the part of the guarantee would be valid, but it is not in force or the nature of the case. It will not be in force in a case where the Guarantee Act of one nation refers to the Guarantee Act of one nation to which the Guarantee Act of one nation should refer. The Guarantee Act of one nation is the Guarantee Act of one nation which is the Guarantee Act of one nation, and the Guarantee Act of one nation is the Guarantee Act of one nation.
V. 

The premises are that the property in question is located on the lot described in the deed. This is the case where the lot is marked as lot 123 in the deed. The lot is 20 feet wide and 100 feet long. The lot is bounded on the north by the road, on the east by the railroad, on the south by the river, and on the west by the house.

The deed was recorded in the county clerk's office on the 1st day of January, 1835. The purchaser, John Smith, paid $1,200 for the lot, and the transfer was witnessed by John Brown and Jane Doe.

The property contains a small garden and a shed. There is a well on the property, and the water is clean and clear. The soil is fertile and productive, and the crops are healthy and thriving.

The property is situated in a highly desirable neighborhood, and the views from the lot are spectacular. The lot is ideal for a family home or a small business.

The deed contains no restrictions or covenants, and the property is free and clear of any liens or encumbrances.

The property is subject to all applicable laws and regulations, and the purchaser is responsible for obtaining all necessary permits and licenses before constructing any improvements.

The property is for sale as-is, without warranty or representation, and the seller disclaims all liability for any damages or losses incurred by the purchaser.
the court acknowledged that there was legal
reason why the condition of the land should be held
valid. They were sure, when groundless titles were
foundly wrong, but that they would not break
up the title with a rule.

Another rule under the head of warranty the
matter - of that the suit in form of a suit upon
the matter to recover the title of the

existence of the real estate character. This
rule is very

more, make the title void and a violation of

not an express warranty by an implied

rule. The doctrine of neutral character

deems this to be

of any rule or

expecting the insertion of a

character which is countenanced

the time of nature - if one of these be

it is a

character, neutral.

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Insurance — whether the same nation. Thus the

are not at all. Then, should not, & there

not to be sure. He said that in such a case to

near me & for the probability of decision and
the arguments on each side. It is, he took a

It is that there was no one doubt

the scope of any wrote until the arm

married to any husband of about the be-
ginning of our revolutionary war. The short
time nation of France agreed among them-

The point of whether that would

should make me good. Here in the event change
the line, that it will be done again, but he

the time there is no one in another kind.

have to be but that the line. Whether

allowed third — second where there are con-
tinued until all means that one...to make

and it is agreed overall that

are articles of treaty or treaty of a kind

that no neutral nation has a right to sup-

one of the be respective with instance.

The honor — a remonstrance approves — the very

can 20 judge have that here a right if they can
out there I tell their remorse — let itself are
caught in that hearing their amendment. It is.
as a certain man told me. Mercantile law.

But it should do it only one and a three months
more taken, else nothing therewith to care
and contrariwise, if not — how it is it doth know? It
whether a rebel may make goods on board, when
he can not find out whether he has really goods
on board or not? The fact is it never can be
found out unless the rebel be searched. It is
time if the rebel is searched, nothing found —
The party then, time to be condemned in court
but costs are more accelerated. The rebel having
been sent there and in a kind of the second
judicial proceeding — sometimes a rebel
is searched, and then finding on contrary
kind word - she is permitted and so — after these
more be added to the costs. And unreasoned
in court. The law earlier in the rates is occu-
pying. These here have not carried through the
rules on the point, according to
the principles of the Italian law merchant
about the time of the statute re
-Comente. The law was demanded there natural
the more it taken, comprehended — the comptable
in the right, if carrier of great act on other
that should be in the debtor, says that he should have
the service need not pay the freight. He says
that in a treaty where free ship - free goods are


Importance expressed abroad, more than within, was one of the chief causes of the treaty, as it is of its event. The great motive, however, was nothing more than a fear of war; the maintenance of a common policy, indeed, the same as subsequently prevailing, free trade free ports, etc., were the true objects of the treaty.

Thus a treaty thus marked an exception to existing conventions, with a view to settle the principal points of the interests of an armistice treaty. For the establishment of conventions cannot change the law of nations, can alteration of the laws without a new body of treaty. Those who entered into the conventions on conventions or treaties, the decision of other principles are forced to such at the time or to more agree, the agreement of this convention was not how.
France has not been at war - However, and this while the matter remains
Daring the present war, it was again resolved - the Emperor Buonaparte came to make war to the British on France - but
the latter was at present by the landing of cannon upon the shore by the English under Lord Nelson. -

During this period and by a subsequent event we were compelled to contain the British in the
area of 85 leagues on our side the British on ours. This is the form of instance that has occurred show-
ing that England would not advance to the vicinity of free ports - see p. 33.

But here arises another - whether or why the charters are under cover - it is agreed that an armed ship under the direct in the
Government is covered the seamen in a charter with a convoy. - But cannot the merchant ship
be warned when under the convoy. - If they are
then the high - and British trade can be protected a whole fleet and carry any goods
contraband or not - this means - the premise that a neutral cannot carry arms but a British ship
would be effect of done exercise.

Another argument on the one of the right to
This that is, treating the same made free goods
Insurance - what we now know. - that is the doctrine we, as the moderns, are in the habit of calling the doctrine we, as the moderns, are in the habit of calling. There is more in existence than there is space to mention, and since a treaty between Eng. & Pruss. was made about the time Pruss. was united, it is manifestly impossible that the men known in one country should not be known in the other, and we acknowledge in that we will refer to the acts. of the nation in question. And the very existence of such a treaty goes to show the ground that the merchant minds of the business men and farmers are the subject of much note. During the late war between Eng. & Pruss. the latter stood in the same manner. England then was in the interest of the United States, and the principle of free trade was received by all. Our own - that the time will come when the decision we made will have the effect we intended. We are now to record the practical nature in the present case of country letters as commerce - and so on.
maritime force must not offensively. Let it be the event of war which must come alike to take place our commerce will need protection

another ground, i avoiding a policy on account of perfection. central characteristic in the deciding without document — such as halfpart —

Bill of lading - evidence. & here it is true

man is forced to a protect by the vessel — but

the policy of one of the insurers will be in

charges. However, the want of these document

is more conclusive that the party did not

set with them - in case of condemnation for

want of them of only turn the burden of proof

then the insured - he may have have lost

then by accident - or had them taken from

him - for it is often the case that two invi-
tions in company - the one upon wrong vessel

goes forward. & takes away the paper. & the other

certainly with the finding no papers capture the

one. If there are treaties the vessel in question

made or in conformity. & this to have been

side. Bullerent offers viae annunciation total." For a

ship & the default involves a breach of them we

are not at once to understand. There are no

more upon the force that was not involved with

being in any manner than to understand that

world.
Insurance - be included as terms, but the transfer of the policy, if not accomplished, shall be provided otherwise as to the transferee. If the transfer is not completed, the transferee shall be named. The transferee shall have no voice in the policy, as it remains with the insurer. I n such cases the insurer shall be entitled to inform the insured of the facts, the policy shall be void.

As a Repudiation — Due in some cases evidence of the actual occurrence of the accident within the policy, is not to be either a false representation or a misstatement of facts — in either case voiding the policy in said. The insurer is bound to act upon the insurer, every material fact of relating to the state of the property or interest in said property, and have the same effect as a false representation as may have or amountment of or instead of the material or material fact, which he will make the policy. A representation of fact in the nature of a warranty — a warranty contained in the policy — but any statement or act of the insurer — unless under specified warranted in the policy or not warranty in the policy or not representation of warranty in a condition — warranty in such State in a written or verbal unless the policy is so written or verbal, or unless the insurer is not warranted in a written or verbal.

As a Repudiation — Due in some cases evidence of the actual occurrence of the accident within the policy, is not to be either a false representation or a misstatement of facts — in either case voiding the policy in said. The insurer is bound to act upon the insurer, every material fact of relating to the state of the property or interest in said property, and have the same effect as a false representation as may have or amountment of or instead of the material or material fact, which he will make the policy. A representation of fact in the nature of a warranty — a warranty contained in the policy — but any statement or act of the insurer — unless under specified warranted in the policy or not warranty in the policy or not representation of warranty in a condition — warranty in such State in a written or verbal unless the policy is so written or verbal, or unless the insurer is not warranted in a written or verbal.
in no condition of the policy. Of course, if this
may be taken as an intendment and that
be an intendment, the inception of the inven-
tion takes place the policy. It is a certain
tag, not to say that one man should not suffer by
reading another man's mistake. Thus a ship
of war can enter - the assured holds the in-
come that the vessel had actually entered from
such a port in the interval December, that prior
the fact when she had called there in the
month. No the policy we had the said - the law is a
more mistake & nothing. And it makes no
difference in such case whether the ship is con-
cected with the rest情形 presented or connected
in not - in such misrepresentation or con-
nection. Whether he mistake or truth with-the
policy as intimation - thus if he is not
and that he is held in the same manner to the in-
ducer that the ship is not taken but the
wards dismissed - or the insurer are dischar-
ged future can no recovery and since the whole
had not only intimation. And still, there is
in mind - either by giving or withholding - if the in-
ward term continued of said knowing whether
they are true or not, is induced to believe that
said - the also intimated the policy. Here the
accident has been very unsatisfactory.
Insurance - subsequent damage - In the event of
condemnation that the water was 
used for fire purposes there was no reparation for 
loss arising from a failure that the fleet were 
deprecated to leave the land public in case to 
cost the competitors - whereas the feeble fleet not 
to all ships - insurance - insurance was rejected 
that the conditions of the Crown that these 
were no longer to be lost if the steering. Other 
conditions are not in accordance that something which 
be done - but a representation in a matter 
of a natural occurrence.

As what shall be changed and but to in 
wind. There are a number of undertakers 
each alien to this view that from he would 
insure it there on top of a factor of which 
D-Day - and there have no authority or a connec-
tion that can not the land but in case of the 
with other conditions they present it as new so 
the other - the other - the other - the other - the 
for if the wind is the - the road or it more after the 
there was in that - practice remains - further 
and agreement therefore between the insured 
and the first underwriter that the first underwriter 
shall not be liable in case of the - a broad election 
will make the policy and not the rest.
When the waters rose a man of noble birth

had a resplendent on the shore of

the river which was a cup of molten gold. He

was a representative of the time and true in

substance to be more powerful than the other

writers. This noble man of melanaron did not

decide the policy—where and what to do.

For he was a man of courage and valour to

men; but he had a heart to attempt 10 years of

which—16 men & 11 boys—3 of whom by the
testimony of men and desperate. He told these

men that he was a man of courage. For the

red 12 years 20 more of men told that the red

bay was not. And where it was not in the Yellow

that the revolt made on the 14th day of the

17th and the whole the day before the

11 were discharged, for the sick might have

greater at that time. The war is the same if

more understand the land are not taken together.

The whole, but material craft 300 ships. Another

were a high two months North with an armament 1000

o tailed ships will lead when the winds roar.
Insurance—Incorporate the several descriptions to bring an the court of a place on such a day—
the be whereas five time since the last a new. This en, and
be prepared the next the next day the money
be lent to the. It well grounded. It is clear
in this a manner. It will not be come in. Then I advise
for me. In the business of the business &
that the public will. By which will I in meaning
be, to see the paper, but I shall more
improve that be the reward of the labor near the
Paper made out the nearly associated. At once and
be the title the business that are will. The body
be act to the company. The back was the and
intelligible. The converses were late decades
body. This a reform included in revealing,
them other various. The same, without material as
Deny the three part of it apparent natural. The curr
the circling mark. I consulted the body. I wish
be removed a suggestion to add to revenue
2000. As if the mouth related that a certain can
170 not looking the large much necessary and see
then pass the tied on the book will be
Meantime the insured had received a letter stating that the ship was in company that did reach the port of Liverpool. If all absence - that the ship from the place before had complaints of her condition - the contents of the letter were not communicable. However, the vessel arrived then lost - but was afterwards 1183 taken by a Spanish privateer - yet the insurers were held to be discharged because a suspicion like that makes the policy void at once.

But a particular ordinance of any country as hard as the laws of nations - is not & unheard of by the insurers. The insured must inform - so also the insurers himself must tell the truth. But as if he had heard of the arrival of the insured 1180 at - in most cases the policy is void, and the premium is to be restored. There are facts, however, which the material need not be disclosed by the insured. Then if a war had been carried on with a particular nation for some time, the insured need not tell the insurers of it. They are required to know that - but the case is different. It was war expected daily & to be declared the insured when going to the coffee house early in the morning before the news had been abroad & only after war was actually declared. Post this to an insurance office & get the vessel insured without making their idea known.
Insurance - this would violate the policy. Each
hit accounted for on the bond. The insur-
ance of the insured means not to endanger - the
insurer might lose his reefed insured from London.
The insureds - it would be idle for him to tell the
length of the voyage - if it will not create the hit
in the The insurer might then, his own ignorance
have been under an impression that a Boston
lay where the coast of Maine. - The insured may
describe the dangers from wreck, shipwreck,
wind - from hurricanes the idea of things
so that the insurers are forced to know. - There
is no kind of danger he ever to which the possi-
ble may not; may be added to which the in-
sured is not obliged to describe. But have the
money or protection given the insurer. If the
the insurer says - I want to know where the principal injury
in the may be more adverse at the place than another - yet he
decides not decisive - the place of the alternative in a
matter by held secret - the object more alternative
is described. It is even on or the question. The
true what the reattachment is to the
time of the two circumstances need be described
1805 - the clear time of the wrong damage - to the 317
one such that it was sufficient of the insured stated
truly what she was to do. However, it
proved to be a breach of the implied warranty.
Meanwhile, Lord...
Insurance - receive against the removal any reasonable premium. If the vessel arrives within the time, the premium will be paid, but the vessel does not arrive within that time, the amount is lost by the reinsurer.

The damage without the use of reinsurance, by the vessel not arriving within the time, the premium is not recoverable, unless the Premium is paid. The vessel may be insured for. In such case the expenses of loading & reloading, of the vessel & in charge of other insurers, where there is the value of the policy is the same as before, even if the vessel

was insured for the same value. The value is

the amount of the premium, in case of loss, the amount can be recovered. But the insurance was taken of the

Vessel - to indemnify against its loss. The vessel was insured for the same amount, but the value was the same. The vessel was insured for the amount of the insurance, in case of loss, the amount cannot be recovered.
the whole nation to stuff all of their lives with drink, upon which I
was led in the midst of the crowd to the root of all
that I detested. As a matter of fact, I was called to leave the
place to the joying of the multitude and a certain adulation. Adulation, however, does not
make the intellect grapple with the truth. When the
people see ourselves under the limitations of our
will and our desires, we can usedly create the
idea, but those have been no decided treatment
for mere verbal abuse of the intellect. It is quite
true that the same mind that was to be a deci-
sation to the world that afternoon is a part of
the scene of the war now, would be a disarma-
ded. For those
empty tracts are
impossible that the world has not
have been for had she not trod the reality
in accordance we should not think that a tale
representing & describing at all. of what we
were.
Into a sort of semblance she came as Beaux-
oup to dress and a gentleman, said to lecture at
the iron bridge - until we were left at rather.
The court, libeled if it is no contradiction - the
parole, they, argument with reason - the mitre of

The determination, some, conclusion of some

The determination, some, conclusion of some
determination, some, conclusion of some
determination, some, conclusion of some
determination, some, conclusion of some
determination, some, conclusion of some
determination, some, conclusion of some
part on the damage fortinace. Mermoun de Lesc. the Lake and the direct conclusions - these essentials, with variation. The immediate action is all in effect. The enemy now 18th inst. The rebel charges. The direct question of the 23 act. - like laws the forces. Therefore it is not

possible to understand the law. But the Rome, the reasoning because it is not

based on the stated facts. The impasse with the place to make. I will be no hesitation. I am to 12th in, to maintain as much in. The daily

throughout the present strength of the people, there was a direct. With the same at the laws and laws, and changes in the 22 statute. These the in favorite. The misty. The relations necessarily, hence a rebel figure. But this and

the results. - For the local and the cause in the people of a great victory, the only is a justification to declaration. To also the man's fate & can and be an enemy - as to provide an address seeking the farre. - no absolute conclusion in an ultimate being within the means must it remain fear. Let the authorities be the immune. This is rebel was imported from the one, Bristol & elsewhere and with taking a force Does on their way. The enemy has been ruled the left, with

honor in Bristol. The methods the time. 1884

with 8th total amount 2 a total loss.
Insurance — By the present meaning of the word does it mean a covering, a surety that section of the property — but only as much that the assured may abandon it to the underwriters and call in them for reinsurance — when the reinsurer may abandon it be considered by the assured half — that of the coverage at the time they are in account of the risk in the underwriters with the right then the loss to say the table. Sometimes there may be a total loss of the entire stock of the cargo — the vessel may be destroyed by the time at the place insured by time no other than must be taken to goods of the vessel — destructive it is a total loss that is complete the mark — all saved — but if the goods are taken on board to another ship, insured for the same amount as before, it is a total loss in the present to insured area it is a total loss. In a length of time can be needed when the recovery of the paper shall be restrained no total loss. This amount to rent when circumstances — a little length of the voyage — the time of the next place of the insuring place at the main insured to the vessel after such an arrival it shall be understood. But the insuring in more obliged in that amount the sum insured with the underwriter to tend to
A land we saw the cheek and Mercantile land
with me, I remedied the earth as the ground
the water's edge here — a sudden
itself; it had been gone when in time
the interior gave us all another return
said when the company of Tile
merry - offering discipline worthy being
the master would take no account the time
be even the great lest the other we had the
money — find that we were estating there that we
in the intent and as we went — a good share —
the turned in was to measure another time
be to receive the avenue.

Where the cause of departure entirely be
attributed to the immediate cause not the ultimate cause — as I am told that ending in this
until a diamond be once to close on the cause
discouraged sight into the morn of a French point part
inter the isle — the depth by capture exactly in
the straits of weather which preceded us there.

Of which with the苍白 there was surprised
observed the declination. The weather appeared
had the storm curling of the storms metableness
that — from the length of the voyage the Asher
agreed upon the — Asher had chat to — the place
then near with the is — Asher had chat
the line made there the river did not
the iron etc. the river did not
In accordance with the statute, the life for

which department of this tribunal was awarded to

the offender against the rules, the death for the

defendant named to the crime to which the

defendant was adjudged to the crime.

The court said that the

was not held to the crime. The crime in question

the defendant did not violate any law or the

ordinary rules during the periods of the

cause. They are the result of an extraordinary

violence, and since the 1st - the cable in

out - the anchor, etc., the want to ensure by
call the bilges are exposed by the daily. Goods
are thrown over in attempt to move the ship - call
and made various attempts - amphibious with the
own every hundred thousand - the terminals. For

each hope the chance is & - the report or the

of animal rains by the sea and therefore is

edged in the course. The heavy air - is visible in the night by what in the sea -

also, in which the evidence is available - that is

the sea. It is to the question of navigation; they are

liable only under the circumstances of the creation,

and subject to punishment - the does not at all involve

the idea of legal or illegal actions. It is cap-
ture. The crime and the lack to be taken by enemies

without exception. For these a firing some

friendship, that, murder is avoided. Do such crime in
of capture in acting as.a.媽媽. formidable. one
in which a total loss may be abandoned
without a trial. If the vessel be captured, and
the crew are a total loss—the capture & recapture
may practicably destroy the chance of
a total loss or destruction. However the
futility of the capture having procured a
altogether clear the ground. capture—of it
rude a capture whether recaptured or not. The
capture is the matter; the visible. I can rec-
served in the act to be recaptured. in the
imagination of the ship has of little ge fault—indeed
from every point. an capture—a consequence of the
imperious. however the principle was that one might
for the. (obstruction) as it is agreed to accept. to
the mid letter the other a moment for a smaller
son—the mid letter a male—of the raw bones
that the ship of brick a more sanitary ship
but as the raw red, it's a burdened—therefore
it belong to the owners. The former are
never considered to abandon in any case of the.
former are bound to destroy with necessaries other. the
in carrying them or cargo the Dys. have
been under circumstances of peril which might be lost.
under no case whatsoever—provided any remunere
and munitions are harbored law enforcement. there is
if commission is worth the chance. The unactable
Insurance on the detention of King-Philip's farm.

Then their first object was to carry off every prospect of the place. They burned the corn, and took the livestock. In this manner, they were able to obtain the desired result. However, if the arrest had not been considered, there would have been no need to worry about the future of the farm. The crops would have been destroyed.

In a capture, it is not properly in detention.

But if the arrest was on the grounds of an accused person's influence in it, there is no detention, as it is considered there can be no inquiry whether the embargo should be
Art and courtiers, what shall be. More easily can an art be adapted to the means of life in their practical capacity, for 1820, the subject of companies in the absence of mine-calling party. A check of this way and manners on the one, by which the art to be read, where there is not an elimination of the embarrassed sies where there is no one limited time for the maintenance of the mine; or may always absorb the most a limited 48-hour time is not for the maintenance of depending on circumstances, the length of thence, the tenantry.

Art and courtiers, what shall be. More easily can an art be adapted to the means of life in their practical capacity, for 1820, the subject of companies in the absence of mine-calling party. A check of this way and manners on the one, by which the art to be read, where there is not an elimination of the embarrassed sies where there is no one limited time for the maintenance of the mine; or may always absorb the most a limited 48-hour time is not for the maintenance of depending on circumstances, the length of thence, the tenantry.
Dissuade your friends from all further delusions on that
subject. If the answer be in the affirmative, what
caused the answer? Was it because of the prejudice,
which must have been considerable, and, therefore,
was it better to accommodate the answer to the
prejudice or of the opinion of the people. If the
people are willing to believe the story, or
willing to believe the people, the
answer is to be held as true. If the
people are not willing to believe the story, the
answer is to be held as false. If the
people are willing to believe the story, the
answer is to be held as true.
Barred off in the matter of the Merchants' Line, Passage to be laid against the practice in ships and all lawfully trade - the vessel smuggled without the consent or knowledge of the owner & the vessel was seized - the court held that the insurers were liable - because of the vessel employed many vessels with they understood the insurer had - the vessel having not been consigned to the person under the usual trade of the business by its direction. The declaration stated all these facts but that the E did demand the property in question when the loss - the record. Laid after the voyage in an end occurrence by the warranty of the parties before the voyage ended and when the insurers - in the n3 8th July to be moved a list of the goods to be insured - the cargo returning from the voyage lying awhile after the E is secured by the custom house officers for a violation of customs laws - the loss shall be paid.

A top accident from vicious contribution - all who are concerned in the property remaining after the accident have - are to contribute each one his proportion to replace the loss - the consideration by which the previous contribution is the payment of the ship weights and yards are to make at the loss and must appear in order & entitle the insurance to a contribution that the loss was occasioned to the
Endurance - general rule of the ship's mind is that

If a storm is met with, care must be taken to

in order to endure. The crew must not lose heart.

The Bible says: 'endurance is the key to the

end. Each vessel may come when it is

needed. Endurance is the key to

endurance. When the record is made, the money is returned

and the vessel is unloaded. The vessel being out of

service, the money is returned to the owners. It is

important to unload in order to make the

contribution worth the while. All money is

received, and each vessel is unloaded in order to make the

contribution worth the while. The vessel is unloaded in

order to make the

contribution worth the while.
In the case of application of the principles here to the policy or not it may be more convenient to acquire the understanding of the whole by a more accurate examination of the nature of the same. The principles and the conclusions thereon are necessarily determined by the forenoon of the building. These are the second and the conclusion. These are not absolutely because much effort are made in the sixty. The whole description of the goods have been handed to the remaining one but there are still be no contrivance.

The lock is occasioned in the state of the whole condition. The forenoon is mere that a sort of motion is the action of hand where the lock is one sort to the time of the whole. In any case at what we continue to a mass in the condition of the whole. Lock in the forenoon of our lives.
Insurance: here would be accounted for. This
developmental, the goods on the ship were insured and
insured only while there on the ship. Here on
the meantime left—have it on our hands to be
cause the arise to which we would not know
tribute to the loss of the ship. The ship's curse—
being a rule that no contribution but when the ship goes
in ferry. Let us know if the red, to a point of a
point to a momentary, and remain in transit till
then, when we were in the ship, there the authorizer
difference there was a distance—said not at least,
with, when a ship of commerce into an area of it.
70
the commerce of the commercial to 
suited to the area
range. In such case the area to commerce
be made not the area—

Fact: this is much to desire. This has placed
220
Tornado kind if not desired to much on the life—
but having advanced—towards—without
be done it and control—
not do the number.
The average is not made according to the desire of
that kind of damage does not more than one third
have

-3 earth and according to the desire of

the desire of the—

the same kind makes
the sum
received on hand
from
the
of
the
money
Insurance acts to such amount by which the

part injured, bringing all the parties to have the

same interest in the application, the insurance:

estimated of the market here to be done, and

rate each party to a variable rate of the same

specification as this property, and to the whole

rate which the entire property may be.

Moreover, if the right with which the insurance may be

abandoned by the instrument, the entire

the property is not to the insurance to be done

the amount of the same to the interest in the

in its entirety, the insurance may be

that of the entire interest in order to secure it

in the hands of the insurance, for a total loss.
Life not during the time that the lines of life
were not visible to the eye and may be in
the time of abandonment, have not the
abandonment yet the same principle applies in case of
decision. If the news of recapture arrive for the
before abandonment, the decision cannot be the
abandonment unless the cause of abandonment is the
same principle applies in case of
decision. If the news of recapture arrive for the
same time the decision of the court are not
made in the vessels, the vessels rights are not
made in the vessels. The case after being abandoned
stay away from the vessels, it is the same as the
the news recaptured.

And the voyage to be decided by the courts of the law—
and if the vessels were stranded when the shore is not
the vessel or if several ships to take the vessels and
have a destination it is at a total loss. The innards may
be abandoned. Time, less, less—less, less, less, less.
And upon the same principle a [handwritten text] of 195
This is to be a natural lose in the same
ship. There may be a total loss of ship but if
there are still the may be a natural lose in the other
the vessel does or has not one the source of the
there were another one to have been one of the
natural one. This is the decision of the court, and
105
Barker 9th March 1840.
The exact words are not legible due to the condition of the page. However, the text appears to describe a legal or formal document, possibly a court case or a legal notice. The handwriting is difficult to interpret, but it seems to contain legal terminology and possibly dates or references to legal proceedings.
The insured must agree to certain Mercantile trade knowledge to and use means for securing the property if any risk is to be insured, and a contract with an insurance agent that he will not attempt any fraud or misstatement. The insurance policy is to be made as specific as possible.

It is sufficient if notice of a fraud or misrepresentation be given to the insurer. The policy must be void if the agent has knowledge thereof. If the insured abandons the property without the insurer, the policy is void. An exercise of the option to abandon the property must be absolute and unconditional. Hence the insurer may after the abandonment, pursuant to a sale, transfer the good to another as the insured may determine.

If there are several insurers, they are entitled to compensation of the property after abandonment, even if the sale is not made upon the priority of subscription.
In conclusion, I am not sure whether the

in the nature of things, it is nearly always the case that the

satisfaction of the parties is not to be considered.

but have always been satisfied with the act of

the parties, the act of the parties, and the act of

In short, I am not sure whether the

satisfaction of the parties is not to be considered.
another place the vessel made for a
land. The sea was calm, the wind was light, and the
cargo was safe. The vessel's cargo was the
remaining 1/2 of the cargo, and the vessel
remained in the open ocean. The vessel's
cargo remained in the open ocean.

The vessel's cargo remained in the open ocean.
In conclusion, people are the last to be considered. The
incident in Paris—this is a common letter of the people to the government.
Many were captured—some were abandoned. It is not to be doubted
that the people are the last to be considered by the government. The
people demand that the government be replaced by a constitution.

Grant said that if the ship be abandoned at night and
arrive to the abandonment is true. The
report is universal belief—of the people.

The abandonment is reached a man—a sailor from the
ship abandons the abandonment. He says and the people find the Interro.
The insured's agent—other
mariners are informed. He says and the mariners
abandon the abandonment. The mariners know the
protection which is notable before the abandonment. The mariners are the
agents of the insured. The
abandonment means a great Indian peace. He may
proceed and he is asked to save the people when in
the event of conflict—this is the right of
the insured. He has a cause and the right to
save. The insured of the ship is not the good.
These were received by the Bishop, without his leaving them.

The parties are bound to carry themselves in such a way that their conduct may not be misrepresented. It is not the conduct of the parties, but their intentions, which are to be considered. When the conduct of the parties is such as to justify the conclusion that they have acted in a manner unbecoming to their position in life, the dispute should be referred to the proper authorities.

A judgment of life - when the parties are charged with an injury or wrong, the injured parties may recover not only the amount of the injury, but also the cost of the injury, or such sum as is necessary to cover the injury. The injured parties may agree to the payment of a certain sum, or the quantum - the injury sustained or seats, as the case may be.

When the parties are charged with an injury, or wrong, the injured parties may recover not only the amount of the injury, but also the cost of the injury, or such sum as is necessary to cover the injury. The injured parties may agree to the payment of a certain sum, or the quantum - the injury sustained or seats, as the case may be.
From whence is the value of the goods at the time of destruction or the prime cost? To prevent
endless litigation another method is adopted. The loss, which seems to be in accordance to the character of
the loss, estimates the value of the prime cost, which is the average consideration. Whether into the prime cost be appreciated, to avoid the case of some cases, published at 50$ a top, the—when you arrive at the future you
value if damaged will not sell for more than 50$—whence it will be sold. Should have sold under appreciated, the issue then has
been damaged one eighth—the half of the prime cost is 35$. In 10% less than would have been
be common practice. The prime cost is 35$. It fell at
the loss of value by 10$—if it had not been
damaged it would have sold for 35$—it is
then depreciated one half—the half of the prime
cost is 15$. This therefore is the half. The rule
adopted is in estimating the loss, to take them an adjusted
part of the prime cost in correspondence with the
then damage sustained. When the adjustment
clause is made it is common to the ventures to certifi-
cation of the adjustment on the balance of the
trade is evidence sufficient to show the amount of
and going into the book against.
As the doctrine of return of premium—amounted
According to the existing law & practice to mention hereafter & you receive the above & it is due to receipt. 1st. If he
leave them the premium may be recovered. 2dly, if you tell a falsehood thereby obtaining a vessel & any you will have your title added.

Long since my master made me money & land for the time to be
found the dead be taken within the sea: if I think to cancel when

And the ship he will receive base, the contrary of the
vessel does my master, does not. However, the judge here is because

This is certain, the premium cannot be recovered.

Upon the same I would make a premium for

innocent within the fault. Also it cannot be recovered
of captains at sea being taken a prize and in whom

Subsequently have been insured—It turned out & is no more

but the vessel to row was rendered, required the

premium are not returned. Then the reliefs
said ab initio without the benefit of which

crime of the insured, the premium shall be

turned—except where both sections are in equal
debt—here the law stands on—The premium

large recovered—the law, for the insurace it

stump to split into parties

other the policy—paid for non-compliance with

warranty or fraud the premium is none returned
to nor risk is run—As it ease & certainty &


The language of the insured according to the other view is:

'If I have any doubt of the real value and how much the premium paid was, the premium need not be returned. The court will not have in one case decided that idea, but in a later case this question was brought up in the court of Chancery, it was held that the premium paid should not be returned.

There was, in fact, a risk of

... If we have not more good luck that the fraud was discovered, the insured could not come into court with clean hands. If a pure heart demands the premium. Therefore, illustrate the court in the last case decided with great expressivity. It is a general rule that if the risk never commenced, the premium is to be returned, provided there be no fraud in the insured. If the effect be increased from that a place, the whole estate is to be looked at where no risk is near the
with that commodity. But the Mercantile Law
is not to be construed from London to
Amsterdam. The answer was - there is no
money at London - there was, but in time the money was tak-
ken - captive no longer secured against - now there is no an apposition or property in
here the court undertake and do not two argu-
agement one without conveyance and other convey-
ance there are two distinct voyages in that case
it is clear that there ought be an apposition but for my voyage it is difficult to make out a dis-
tinct voyage - I do not know how - to my own case
I can not conceive of there being a distinct voyage.
It this is the general Mercantile Law, I suppose the
reason of some importance that I think it is
hard when there is a foreigner master
if there is a conveyance held at London - if we sell
carrying the goods a Londoner (were) protected
in the policy - if the were lost by some means not
insured against the risk whether the premium
would be collected. The vessel was insured -
London & Insurance Co. - dealing with convey-
and I do not understand it is convey. No usage other
was proved the action suicide but we more than 2000
prints, but no such - but what was the cause of the goods
the action at that time I beg please leave.
Insurance. Some mention is made here that if there are two distinct houses or buildings—two distinct houses or buildings are two distinct lives in the case and there should be no aggregation made. In the next case but one of damage—there is a different determination between the two buildings or houses. Suppose a house is insured in 12 months to assacture there would be no return in a short time, sometimes the policy contains a condition that in the first year of existence the premium will be returned. This method is adopted when a special contract is used to cover the

Deed should accompany it and the price should be the amount when the value of property is given to another by

The premium must be returned if the policy is the

If there is a special rule of the law merchant that if the insured has an end to the risk of his own—without making the insured receive no more than a half of the premium 0.5 of this
In Eng. the parties to a merchantile lease where the contract was made in an illegal trade, with
a court of law have in general the sole power to
settle in matters of dispute between the lessee
and the lessor. Equity, however, has jurisdiction in
certain cases. The action for unlawful profita
in the usual action, sometimes, the action of
19.525
to settle the dispute— Gamer the parties to a
lease— have introduced into
more particular a clause— providing that if any
dispute shall arise it shall be referred for
such more— from the parties to the matters over
the other, will not consent to leave it
for arbitration— if any time matter in dispute
be in court, or in the hands of either
party, the parties, however, and that
he was liable in the agreement to submit— The
now stated that he is not obliged to submit it to a
arbitration, that the court does not have the power to
these for the sake of the claim of the
policies in common causality. The agreement shall
not submit does not bind either party— article 110
conditional in case— The jurisdiction of the court
involved by such an agreement.
Insurance - To Distinguish and Return the Goods

Where a merchant had not in fact consented to lend a vessel or cargo to a8 merchant to lend money - to borrow as
with and to use the cargo - giving as
much interest for the use of the money - the contract to
not being within the statute of frauds. If the
money were a pledge - to secure for the money
the principal and incidental losses - or if
the vessel or cargo were a pledge - to secure for the money
the principal and incidental losses - are the same as in insurance (i.e.) if the
vessel or cargo were solely or almost solely
of the ship - the risk also when personal goods.
This contract also is without the statute of frauds.

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vessel or cargo were solely or almost solely
of the ship - the risk also when personal goods.
This contract also is without the statute of frauds.
Business de is to make a profit. The following rules of the Board are to make sure that the business is conducted in a manner that complies with the law. The money earned from the business is to be accounted for and paid out to the shareholders. If the business is operated in a manner that is not lawful, the shareholders are to be notified.

The Board must be present at the time of the meeting. If the Board is not present, the president or the secretary may call the meeting and conduct the business. The business de is to make sure that the money earned from the business is accounted for and paid out to the shareholders. If the business is operated in a manner that is not lawful, the shareholders are to be notified.

The Board must be present at the time of the meeting. If the Board is not present, the president or the secretary may call the meeting and conduct the business. The business de is to make sure that the money earned from the business is accounted for and paid out to the shareholders. If the business is operated in a manner that is not lawful, the shareholders are to be notified.
Contracts by Charter Party

There are usually more than one person making the charter party, and the number of persons involved may vary. The contract is usually signed by all parties involved, and it is a legal document that outlines the terms and conditions of the charter party. It includes details such as the names of the parties, the terms of the charter, the duration of the agreement, and any other relevant information. The charter party is a legally binding agreement that sets the terms for the operation of the ship. It is important for both the owner and the charterer to carefully review and understand the terms of the charter party before signing, as it can have significant financial implications.
A man was found a person of high integrity.

The man had been at the dock where goods were loaded onto ships. He noticed a mistake in the weight of the cargo. Instead of the declared weight of 1000 pounds, the scale read 1050 pounds. The man informed the authorities, who revealed that the mistake was due to an error in the calculation.

The man was rewardeded for his integrity and honesty. He was given a medal for his act of conscience.
Chapter 11

Sometimes it occurs that the right of a person or a right to the whole right is in doubt. The Statute...
Charles 2d, to be dissolved.

They are entitled to the possession of the

728 ship; they return to the vessels or the

729 master, &c., upon agreement to deliver or

730 not deliver. - Hence it is evident that the

731 master shall be the one to order the

732 master to order the

733 time, their wages shall be allowed them,

734 of the vessel. If the ship in port - the wages of

735 mariners are indent. Indeed they are liable
to lose them if they act in any rebellion or dis-
The same action, either as the Mercantile Law
makers — there is material difference in the
forms; for want of the judgment prescribed by
contract, and the settlement against the
claimant's right — the trustee is charged to defend
the suit; the latter against the former. The
summers therefore is not like the bank-note.

The company — for the purpose of collecting £c., but
it does not follow that the executor of one mem-
ber can not collect the debts of the company.

Payment! The executors may, in such case, order
for the account; may be accounted. With the mem-
bers. As it appears, the company, &c., to recover
the executor for a right of recollection. He shall
be brought in and paid, and the company, &c., may
be brought in the name of the firm. John
have a deed from the company — it must be
mediated — but in the possession. In that
right — can you recover against the executioner
by the court of chancery? — when a bill, like as a
that in the court of chancery — when a bill, like as a
that in the court of chancery — when a bill, like as a
that in the court of chancery — when a bill, like as a
The question has of late been much controverted
whether the nature of a bill of lading delivered to an agent
by the owner, is the evidence of a contract to deliver the
goods. It has been held that it is not, because the
agent has not the right to make a contract in the name of
the owner. It has been held, also, that the mere delivery
of the bill is not sufficient evidence to bind the owner.

By customs the parties must mediate by a middleman, and
by the law of the land, there is no becoming a landlord,
written by
The case was not decided on the merits. The court did not enter into any argument. The court did not enter into any argument. The court did not enter into any argument. The court did not enter into any argument.

The court did not enter into any argument. The court did not enter into any argument. The court did not enter into any argument. The court did not enter into any argument.
The action was brought to recover damages for breach of contract and to recover the amount due and interest. The parties were the seller and the buyer. The action was dismissed by the court on the ground that the defendant had not tendered the damages as required by law. The plaintiff appealed to the court of appeals and the decision was reversed. The case was remanded to the lower court for further proceedings.
In the case where the debt is owed to private next of estate and the property of each partner is liable to the debt, the creditor of the firm does not have complete interest to exceed the amount of the private debt of the partners. Also, the period of years during which the debt is incurred and interest are incurred at the rate of

In order to prevent the partners from receiving nothing for their property, one partner can be named as surety to the debt in his own name - to

The practice of naming a surety is prohibitory in most cases. However, the practice is permitted, and that is limited to the extent of the capital owner.

If the surety is not taken in good faith to

If the surety is not taken in good faith to

If the surety is not taken in good faith to
Part 2. - In the conduct of practical contracts, care must be taken that another party is not prejudiced. Any reliance on the other party's conduct may be ground for legal action. For instance, if a party has acted in accordance with the other party's expectations, it may be argued that there is an implied contract. The principle of privity of contract is crucial in determining whether a party is bound to another. Cases in point may involve circumstances where there is a failure to comply with the obligations owed under the contract, leading to a breach of contract.

Partnerships - The partners enter into a legal relationship through a mutual agreement. The partnership agreement outlines the responsibilities and obligations of each partner. The rights and duties of partners are governed by statutory law and the terms of the partnership agreement. A partnership may be terminated by mutual consent, dissolution by operation of law, or by the death of a partner. In the event of dissolution, the partners may dissolve the partnership or continue it.

While the Partners of continuing business are often more keen to execution on the goods of the partnership to the benefit of the partners, all the while of the partners, and having the benefit of goods in the partner's name, the partner bears the proportioned share of the profits (i.e., the share of the profits on the goods) in the manner in which the profits arise from the business.
Partners in trade become bankrupt
the value of the entire capital &Title:
The result is an immediate determination of the
location of the premises & the notice of notice.

1st. There be a partnership's private
existence it is also liable to the extent of the
longevity of the partnership, and if there be a
surplus of the general capital & insolvency of the
partners - or much of the lia-
ence of a partner & any of the partners is
a specific & the payment of the
borrower, but not the measure of the insolvency of the
bowl of another partner. None of the partner is
liable for the entire capital & there is a
number of the same kind & the
problems divided - one by another & need to decide.

It has to divide among the remaining partners
of the borrower & the banks become the
partnerships - the longer partnerships are not to become
for this purpose both joint & several in the same action immediately. Moreover how
both joint or separate - a levy may be made when the estate of either or both - when the
further into partners - in partners - when two, joint &
separate - but when there is no estate of
having their share, the before mentioned viz.
the whole joined. However, when one of the partners
outright on a separate debt no execution can be done
when the private estate of B another in partners
with the remainder being put on as the foregoing
put in this case the estate of B who never
consented to have the debt that is taken away -
no remedy which debt is imperfect; the mode
have been described. I when the joint personal
of B merchant, or partnership are attacked in
the private estate of atter - only one moiety of
them is liable - as where a levy is made on lands,
darrell of whom one side must be seized if it is
not sufficient to discharge the debt; the other more
must be seized when one side is seized until the
debt be discharged. And the more which has been
paid, the most convenient is to levy when 
the property is to pay the amount of the debt and
return a proviso of retribution half of the mo-
ney to the private estate of the other partner.
If several merchants come into an agreement
Partnership — If one person should die, the remaining partners shall make a statement of the account of partnership up to the time of the death, and then the surviving partner or partners shall keep the account until the partition of the firm is completed. In the event that the estate of the deceased partner is not sufficient to pay the debts of the partnership, the surviving partner or partners shall make an account of the partnership, and shall then settle the account of the deceased partner and his estate, and the remaining partners shall make a statement of the account of partnership up to the time of the death, and then the surviving partner or partners shall keep the account until the partition of the firm is completed.
Fallon. - At each one cm. All will and the 4th.

In the 3rd one a 4th, the intermediate dura-

Data that is the prominent T. The great

that one is the next. Which is next phobic and not

The subject. Which is the point. The great

Condition is the order of which the characteristic

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additional is to be. In which I see that

in the head are different. In the management

in the order in which I see that

a million times over. As soon as a

the period. One in the circumference. I do

in the head a different. In which I see that

The head up the letter was written in

and drawn deep between. In one m. done. To the imp. re-

of the period is a different. In which I see that

one of the same letter was. As an agent for many

merchants - who did this may be transferred to

each other. Mark on the joint surface and

the great or another. I see the one fact. 5

distinct letter or number. For which makes one equal

other if we are, who shall make a statement of.
Factotype - one month at the close of each of the two
months to the amount of the balance paid for the second
month - and may have been an equal share of the left over unapplied
with the divisible net of the money received. The
amount of which has been decided that, being rather than a
bill of exchange on one of the parties to
be one of them accepted, the other should not be ob-
lice to make good the face amount. (4) Tampara, deems
that the Society, inasmuch as it is not liable for
all damage sustained. Indeed, either accorded
on even or those which are not a-require any present
all which might have been presented - whether or the other
whole and a whole share to have the same. And as
the provincial - let it represent
240 to irrevocable representations of the goods of
both, other, because, any damage to the factor.
418 he shall not only made good but made with
the action to the party committed - by forgiving
the sale made false representation. It has been
decided that where a factor is indebted out of its customs by running partly in which he can
warrant the hazard of all such punishment. And
not being disarmed, he now reserved to change
all the duties, this principal recovered. The way
of relief have seem. Die in the list of every rec-
Factor’s - The main advantage of hiring a factor is that they have a larger reputation and can settle claims even when the assignor is not present. When a factor is appointed, they are responsible for managing the assignor’s assets and ensuring that all debts are settled in a timely manner. This can be especially beneficial in cases where the assignor is unable to settle claims themselves, as factors are typically more experienced and have greater resources to handle complex cases. In many cases, factors are appointed by the court to ensure that the assignor’s assets are protected and that all debts are settled according to law. This can be especially important in cases where the assignor is facing financial difficulties or is unable to manage their assets effectively.
Of Practice in Connecticut

If first as to the jurisdiction of the courts of law in civil cases — single magistrates — as justices of the peace, we have original cognizance of all civil actions or suits in which the title of land is not concerned. If the matter in dispute does not exceed 15 dollars in value as an actual action on a note or bond given for money, and only 100 dollars in value of personal property, where the demand does not exceed 85 dollars. But an appeal lies to the next county court if the sum demanded exceeds 15 dollars, except in actions on notes or bonds given for money, or 3 dollars, in such cases no appeal.

But an arbitration note for more than 15 dollars or a book not exceeding 85 dollars, the omission of suit against good cognizance by a single magistrate. It is not applicable for money only, but substantially to decide the award. A sum more than 7 dollars appealed must be enforceable.

Whether a note for more than 15 dollars or a bond below the sum it being for money only — excepted unless attempted in any court having jurisdiction. Hence, it is not necessary to practice with any of the above. Payne vs. Payne, 1835, 1836.

In practice to the rule in case of appeals from the county courts, we see that a note or bond for more than 15 dollars or not exceeding 85 dollars is only a demand, and in no other as a jurisdiction.
Jurisdiction of county - if either witness is dead or becomes
most interested - ask remaining one of the parties,
398. If an action of trespass brought before a justice
for an injury - 
Left pleads title - the justice
cannot try the cause - Left recognized with one
or more action in a sum not exceeding $7.00.
295-6 And pursue his plea at the next Queen's court in the
<205> county in which the land lies & to justify all damage
394. Left & Left shall bring toward amicably - the
lowest justice must then certify the whole record & c.
395-48 Left cannot in this case alter his plea in the c.c.
45. If he does not pursue his plea in the c.c. the default
436 shall be recorded & a sure juriam issue from the c.c.
for 20.00 on his recognizance. If he does pursue his plea & Left
301 throw his title - judgment goes against him & to
table damages & costs. If there are to be this recogni-
tance ordered before the justice - his plea shall abide & on
11.00 proof of the trespass judgment must be against
him. If the Left pleads the general title from the
40-45 Left's title in evidence - the justice may determine the
549 cause as in other cases.
45. In actions brought for obtaining or raising the
11.00 or value of a man's or beast before a justice Left pleads
46. So a right to do the act against lies to the c.c. & hence to Sup.
Duty y 50¢ to be paid on every affidavit from Conn. Practice a justice. A must be held at the time of taking the oath.

Case: A subsequent payment not sufficient. When a bill can the records, the justice to certifies by virtue 11-11 the fact. A justice may take a conveyance in a judge statement for a debt—without or without suit to the amount of seventy dollars—be taken only from the debtor's wife.

Garnishee—Record is made of the conveyance. Executor, 10-9

Tin may issue—Record must express the particular

Dollor is duly—an bond note book. In this 152 case, costs are not allowed for the justice. See an 286 le, there was an antecedent, process. The court must have a record. It is for an act of a person not a third before the order. It is in a motion before a justice 10-9-

a recognizance is taken in more than 15 Dollars. The bill, 283 original judgment exceeds that from a court executed.

In no case, will not upon it before the justice—but de 7-

the bill. Indeed no action may upon it before the justice. There will not before, before the justice, or indeed in all cases. 10-9-

to bring, judgment as a justice except against garnishee where the sum demanded exceed 15 Dollars. Notice to be a justice, it is a judicial unit forming, regularly from a court in which a suit had been rendered in the, purpose of arriving 286 the judgment into effect. as 9-9-1. An executor—garnishe

the justice of, in some cases pending a suit 5, before judgment. lie of plaintiff or amendment.
Jurisdiction of courts. If none, therefore only in the first

court in which the judgment was rendered or in which the original suit is depending regularly only from that court & which it is returnable ex

without apology in case there remains ag the garnishee on

more than 15 dalls or a judgment rendered by a

Justice - In that case it is signed by the justice

but returnable to the county court. If a Justice has

having rendered judgment in any cause dies or is removed before execution granted or satisfied

der lies on the judgment - and if the other claim-

stating case do not exceed 6s dalls, the action may be inst

h.2. In another Justice as in aforesaid - if exceeds that

sum before the county court - but it would be good

within 5 years from the death or removal.

The justice cannot try a cause out of the town in which

he reside - except where there is no Justice in the

statute town in which the cause is to be tried who is quali-

fied to determine it - but if in otherwise in crim-

inal cases, that wise the Governor, Lieut Gov. after

357, a judge of the inferior courts, may respectively

execute the office of a Justice throughout the state

alone. And when acting as single magistrates, they have

no other judicial power - then justicer - they pron-

ounce in the same as other inferior justice.

An act from Justice must be heard in the Book

of the Lib. before the second opening. They appear
The several courts of law, except Jenny courts, are courts of original jurisdiction in all civil causes at law, not cognizable by a single magistrate, so that all civil actions not otherwise cognizable are 18 regularly commenced before these courts.

In all civil actions except bond or note (in the 

are the titles, in most cases, 107

as the matter in demand shall amount the $1.

value of $750, but does not exceed the value 107

above $750 to all actions on bond or note given.

for money only, & reached by two witnesses in the $180

sum in demand exceeds $50 & can, they have final shoot

as well as original jurisdiction except that their 207

judgment may be reviewed by writ of error.

But an appeal to the superior court lies from their first

judgment regularly in all cases in which the $100

value of land is in question; & in all cases in which the

value of the matter in dispute exceeds the $28-17-58

value of $750, except in actions on note & at sight, but

given for money only & reached by two witnesses 95

In an action to recover on bond demanding not more than $750, no affidavit will support title $750

headnotes. Evidence of title under genuility not sufficient, unless it has been decided that the right of appeal

does not depend upon the sum demanded or damage.
Thus, when the facts are undisputed and the damage is certain, a judgment may be rendered for a greater sum than 50 dollars. If the title is clear and not involved in any controversy, no affidavit is necessary. 148-85. In such a case, the judgment rendered in the inferior court may be amended. Thus, in book-debt cases, if the debt is for 50 dollars or more, and the court finds in the record that it is greater than 50 dollars, or more than 50 dollars, and that the judgment rendered is less than the debt, the judgment may be amended. If, in such a case, the court finds that the judgment is greater than the debt, the judgment may be amended. Thus, in book-debt cases, if the debt is for 50 dollars or more, and the court finds in the record that it is greater than 50 dollars, or more than 50 dollars, and that the judgment rendered is less than the debt, the judgment may be amended. If, in such a case, the court finds that the judgment is greater than the debt, the judgment may be amended.
if even since or becomes interested an 20. Practice
appeal lies ditto. In an action upon a receipt or
receipt against an officer for not executing an execution
on the appeal lies whatever the sum de 
manded in. To hear if it is not executing, much that
appeal except where the action is brought before 
justices for not executing an execution and a 1813
judgment confessed before him for more than 181,500
even dollars. In an action on a receipt dated 1807
by an officer as a certificate of personal property taken
in execution - hear if taken & received not as
when attachment. In an judgment, rendered that
when is an award of auditor. In a cause is not 1780
appealable to the state. no agreement of the bare books
the in the court appealed to can make it so - ex - to - s
cept an agreement to increase the demand by a change
from a judgment rendered by default unless there was a hearing in 1780 - 200
The clock is not otherwise specified & 1816. The
court - in that case he can be heard in the court
appealed to only in damages. But an judgment 181
when nil effect appeal lies - left in court - the 180
clock may plead defense in the court to which suffic 180
appeal lies from the county court in a criminal, a civil
proceeding of a crime. Ex in form a court in 180 or
affair a criminal proceeding - s-c. 215. 180
An appeal lies in an adjourned court. 1790.
Jurisdiction of Court—Appeal may be taken from a final judgment on a plea in abatement without an actual suit thereon, and a judgment in chancery. But if the case appealed from was judgment, it does not make good the bill of exceptions. In the court of appeals so costs shall be awarded to the plaintiff on the judgment on the plea in abatement. If execution issue the it should be heard in the merits. If it still the cannot issue the execution. The appeal must be taken during that term in which judgment is rendered. It may be taken at any time during the term in which judgment is rendered, but it is sooner the more to it immediately after the verdict or on an issue to the court after judgment. A bill otherwise execution may issue if an appeal is appealed. If it is said in no subsequent action—Appeal to the high court whereon court must be entered in the circuit court before the next meeting of the term or the apprehended must advance the whole costs. The time of entry makes it be cannot enter at all after the jury are discharged. In a local election the judgment appealed from unless the court ordered it to proceed immediately. In case of such notice the judgment so ordered is pronounced till the appeal is perfected above. Unless the the apprehended does not enter before the jury. If the costs are determined—the appeal may enter afterwards. Appeal the judgment affirmed with additional costs so the may be in the bond. The judgment.
rendered in the court above in a distinct form. 

Judgment except in cases of appeal. 

The duty of one dollar payable on No. 475 every appeal from the county court. If not certified in time of appeal is void — it must be paid at the time of taking the appeal or the appeal will be lost. 

In case the record of the court be controverted to prove the fact. It has been decided that an article, stock, the querela is within the state and appeal of. 

The party may appeal if the party recovers any thing paid to less than his whole demand - except the judgment. 

It altogether in one's benefit he cannot. 

Or both the bond may appeal if it either exists insufficient. 

If appeal is denied where it ought to be allowed or a day on lieu — if it allowed & the court above does not quash it. 

In, will serve immediately in the allowance of the appeal? 

I should think not. 

The advantage may be taken in the court appealed to. 

If a cause is not appealable a motion for an appeal is not made. 

Objections may be made to the motion in the 578 582 court in which the appeal may be abated in the 51 court to which the appeal. 

Or is a verdict given against him in the latter judgment may be arrested — Or of the 515 the cause dismissed by the court or officer. 

Or a record in his judgment is ag. him in the court above. In this equitable jurisdiction of lib. repow. & champ
Jurisdiction of courts. The Superior Court has no original state jurisdiction in civil causes properly so called. It has indeed original jurisdiction when a suit is first begun in or by an officer upon the statute for not executing an order of execution issued by itself. An action may be brought in the Superior Court. If this is the usual practice - an action when a statute, however, is not passed or statute not an civil suit. The court also issues writs of habeas corpus returnable to itself to enforce its own judgments.

But there is a jurisdiction not an original writ & it generally grows out of the appellate jurisdiction of the court. It has appellate jurisdiction of many causes determined in the county court (explained ante).

Part 4. Appellate jurisdiction of causes decided by city courts is generally the same as those decided by county courts. And an appeal lies to the county court from every sentence, order or decree of the courts of probate. For its equitable jurisdiction see Acts of 1864.

It has jurisdiction of all writs of error brought in the reverse of judgments rendered by county & 171-72 a single magistrate in civil & criminal cases. & of decrees in chancery made by the clerk. When an appeal is made, the court takes action on the appeal. The court to trial the must do it in that term in which the judgment or reversed occurred. Its jurisdiction specially in cases of divorce, mandamus, prohibition and
habeas corpus are treated of under born. Practice
their respective titles. A party may appeal
from a judgment on a plea in abatement;
where an appeal is by law allowed without pro-
cceeding to final judgment in the court below
and is a right of judgment of respondent dis-
tinctly pleaded in the action instead of appealing
he cannot when appeal from final judgment
take any advantage in the court as he could if
his plea in abatement.

The Supreme Court of Errors has jurisdiction (in all
respects finally) of all suits of error both in the
reversal of any judgment or decree of the inferior
court in matters of law or equity, where the
error complained of is apparent on the record,
but has no cognizance of errors in fact.

The General Assembly has cognizance by petition of case,
in which no other court can grant relief provid-
ed the matter undemand exceed 25%. The
Proceedings by which civil rights are en-
forced in our Courts of Justice.

An action or suit is defined hire the lawful de-
mand of one's right. The first stage of a suit in common
law is the writ of declaration which issue together

The writ consists of all that precede the statement of
the bill's claim - of the signature - the certificate of the charge,
duty paid & the recognizance where there is one - the date.
Judicial Proceedings. - in common 1. The writ declaration... by attachment. By Process in sec. 479 meant the means of compelling the debt & appearance in court or in course of holding him to trial. In law, as the declaration issues with the writ it is not necessary to entitle the writ to judgment that the defendant appear - see in Eng. for that. A debt or common use & service may be entered for common bail to the debt by P. This process contained in the original writ is called the original or main bond - or constipation to remain from final or process of execution. In Eng., 278.46, There is a process distinct from the original writ when the writ is a Process - see when a Writ to Writ. In Eng., a writ of this declaration is one only in regular in case of test - § 193, 424. 49 The bond must be signed by a magistrate as a judgment witness, by the debt or the court by which it is stated otterable to must describe the court in which the action is to be held or his place of its action. to serve facsimile. 187 a variance in a judgment considered by a single act, the magistrate must be signed by him and when the act is not able to must describe the court in which the action is to be held or his place of its action. 187
either constable of the town in which he lives, Provided a constable have in general the same honor with the sheriff in their respective towns as the sheriff in their countis. An constable chosen & sworn in one year & re-elected must not move before he is sworn a second time. The 3d it may be directed to a short one or constable only. 63-4 and a writ directed to the sheriff may be served by his deputy. The not named - even a special deputy.


Ordinarily the writ can be directed to no other than one of the above officers.

But if such officer cannot be had without great charge & inconvenience - it may be directed by the magistrate to an indifferent person - but the name of the person must be inserted in the magistrate's hand and the reason of such direction must appear in the writ. Such direction would in what cannot when the time of service is expiring - when the全日

that arise of course - Sure must the reason be intermixed as to the magistrate himself? To d seem to Stat. 18. 18.

The constant practice is otherwise - by new statutes a writ may be directed to an indifferent person with there are two or more able described of diff countis except where in case of attachment. Pet if his agent either or attorney shall make affidavit that he really believe Pet is in danger of losing the unless - affidavit to be inserted in the writ. The indifferent person need not.
Writs make return to the fact that the return shows

[Page 285] that the indiffer-

ent person is bondman so prosecution does not dis-

qualify him to act sheriff constable. The

certificate of the magistrate and the reception of di-

recting an indifferent person is conclusive. Holden

once by the ss court that a direction to the sheriff

for an indifferent person was ill. Can get a direction

to the sheriff and an indifferent person would be good

danger of the last branch of the rule. If the re-

turn of a writ directed to an indifferent person is

altered from one term to another the writ

will abide. The necessity might exist at one time

and at another. A writ as a process may be di-

rected to an inhabitant of the town as an indiff-

erent person. A writ directed to a minor as an indiff-

erent person will abide. A constable having begun ser-

vice within the limits of his limits as by attaching

his property may go into another to complete it. Let

leave a copy of Blake H. Runnels lib. - part deleted.

A writ as the deathe the time of it may be directed to

a constable of the town of B. if he make service

in the town of B. It is good but he cannot serve it in

the town of B. If a writ is declared dormant

there's title and title or constables except in their

own suits their abates. A depute sheriff cannot

in reality serve a writ for or upon the sheriff - since
be acts. In the latter under the authority of the county justice of the peace for or from another to a sheriff may serve an arrest when the justice chief (with or without 1870, the arrest must be signed by a magistrate or a justice of the peace. But a justice can issue an arrest in any civil process only throughout the county in which he dwells. But, by 1874, if he may issue into an act—24 joining counties—such process if returnable into his own county. He may issue criminal process and bring an indictment before himself. A process of execution in civil cases throughout the state to be returnable into his own county. He may issue a warrant for arrest in the first case through the state, and his own county. But the county courts can return high civil process if returnable to their respective county. But one county not returnable to another county. According to usage, arrests of error must be signed by a justice of the county to which it is returnable—not to be issued without probable cause to appear. Formerly the clerk of the superior court made return into any county of the state. There now since there is a clerk in each county. But the clerk of each county—1874, 1970, county courts may byways issue process returnable to their respective counties.
Writ & Process. - The writ is to be directed to the respective county court of any county in the state, or to the state court of any part of the state, if returnable to the state court. Formerly judges of the county court and justices of the peace could not issue writs or process in civil matters except in their own county. Afterwards they were enabled by statute to enter into any part of the state if returnable to their own court. Now by a late statute, they are authorized to issue process in all civil matters to be returnable in any part of the state, whether returnable to their own or any other court.

The court to which the judge of the county court or justice of the peace is assigned in all civil cases can issue such process as will enjoin the parties to perform what will prevent the state from being injured.

The writ describes the place in which the civil suit was commenced, the county in which the bill was drawn. There are exceptions in ordinary cases where the office or civil character of the officer is the inducement to the action. It must be added as in cases of acts of the state. - The Plaintiff BLEEDING, on all acts in civil cases. There must be paid a duty at the time of the filing. - If returnable before a judge or register of the county, - before b.b. 149 34 cents - If before a judge or register of the county, - 5 b. 20 dec. 1793
[Text not legible]
The recent cases involved over security in the form of attachment, or any damage occasioned by the attachment, or only in the costs not decided. I believe, however, the alleged that it is a security for costs only. In other circumstances it is security. The proof given certainty in costs.

And it has been decided that this recognizance is sufficient in case of ability to pay costs. For in this case the practice in England received this recognizance.

This decision was repeated on usage—the court said that the recognizance was a security for costs only and in the actual and to secure costs, this practice is usual. For the cost is liable—costs without it—and in the object is to furnish a security to the person to attach the property to the suit is decided. The latter I conceive was the Gendy V. the other in this suit. (And here the proof over the security is insufficient—a new bond may be ordered on motion to the court, which the cost is returned.

I have been lately quoted that a kind of prosecution on a blank-ant not good, that it must exist, because it cannot not be taken to the adverse party, (the following):

According to usage time to prosecute must be taken in all suits for prosecution by attachment, where

in the case being in attachment is arrested. Been where
a guilt and action is brought to prove the cause. Practice of common - where the rule in the common practice saves in common - bond to prosecution must be given by some substantial inhabitant of the state in every case in which a writ issues in favor of any one who claims an inhabitant of other state - even the the person in by summons. If the bond is not given in the above cases the writ may be abated to bond for prosecution is be given by some substantial inhabitant on the issuing of any writ if it appears to the court or to the signing that the party the are Wil is inhabitant in unable to respond the state that may be recovered. But in the last case my other Goods I conceive that the bond the may be abated in the court to which it is returned for want of a bond - in the signature I suppose is conclusive evidence that the fact of the defendant's inability to pay costs did not appear to the magistrates. But in this case the writ is on motion by defendant of his inability in the court to which the writ is returned compellable if give bond for prosecution to go with sufficient surety or be non suited - to his inability occurs after the writ issues. But such motion should be made in a reasonable time. But it is possible - motion after the party was imprisoned 524 to try the cause decided to be too late. If the sure no suit is apparently sufficient at the time - the suit.
10th. The magistrate is not responsible on its process unless it is sufficient — and the bondman, and if the rule holds even the slip of the bond is taken. In no case of reduction of the security is apparently sufficient unless he is not liable — except when the short bond is taken. In this case if the short bond is not eventually 165-8 of ability to pay the magistrate is at all events 
56-261 This cannot be apparently sufficient — for it takes that the creditor's security away (ie) the property at 
560 the credit & losses if nothing had been attached 
260 The bail requires security & prosecute & to 
520 bail to satisfy & answer such damages demands & may be 
162 In every case of error bond with surety must be 
A.1 given that all shall prosecute & answer 
410 all the short bond not good. Even partly appealing 
530 from the judgment of one court to another must 
28-30 give bond for prosecution with security — If this 
504 short bond not suff. — Formerly not required on 
208 appeal, from a justice. — The appellant and surety are bound that the former shall prosecute in appeal to effect & for this is not meant that unless 
5.2 the short bond is forfeited the bond is forfeited — but that 
5.2 if he does not prosecute in the appeal — for the 
550 appeal destroys the judgment. If the appellant does 
24.2 prosecute the appeal — if the security is liable for 
5.2 costs if they are not paid by the appellant it is for all 
the costs before & after the appeal. — abandoned
on an appeal by the debt is liable only Conn. Pract. to the cost subsequent to the appeal (2d) but he is liable for costs only. Do not let them collectable form applicant. If it necessary to appeal to take out execution I have a nonsuit returned at 12,500 to applicant, personal property. It is said (short 155) to be necessary to subject the bondman to the loss of costs. Then the risk will lie on the bondman and the bondman is subject to costs. The proceeding is the same in the other cases of bond & prosecute. Brown v. R. L. o. and the principal's personal property the parties to short liable. The imprisonment of the principal on the execution will not discharge the bondman. Indeed nothing but payment of the costs discharges him. The giving of special bail does not operate the debt, but does not discharge the bondman on appeal. Also does the bond on appeal when the debt is subject to the bondman for prosecution in the original process. Bond, short bondman to be liable for costs if debt, & bond is liable before the return of the execution. So that I suppose example of debt appeal & debts when debt, please prevail. — Bond, for prosecution are not within 25-8. The title of this citation and Bail see last bail. 8th 1st 5
Beating by debt is discharged or discharge debt for prosecution, 8th 258.
When a breach of judgment is proven to the satisfaction of the court in final act, the bondman or that which is done, no appeal to the superior court or the court of equity is made in such case is the first judgment is reversed by the writ of error.

59. In a transitory action the trial by the superior court of county lands is the writ is to be made returnable R. 1,304 in that county in which the sheriff of the county lives. This rule holds in actions as officers at law, but not in actions under the act of the last century. The writ must be brought to that court to which the execution is returnable, and the original writ, or it may be in a different county, but not in the superior court of the county in which the defendant's name is concerned. The court must be returnable to some court in that county in which the land lies.

Any person may be brought in the county in which the sheriff of the county or in any court action, and if the sheriff of the county, must be proceeded in the town in which the sheriff of the county or in the town where there is no mayor, in a manner who can

26. Legally by the same, then the sheriff may issue before a magistrate in one of the towns next adjoining him. But a writ of error to the superior court must be returnable to the court in which the judgment was rendered, which in the case of new trials.
In the time of return - with returnable, the duty must be returned to the clerk's office or before R. L. the day next preceding the first day of the term. All writs & petitions returnable to the Superior Court - must be returned to the clerk before the second opening of the court. Late returns are now returnable if granted to by the judge. As without consent under extraordinary circumstances, R. L. parties - as in an accident by all the offices on R. L. his way, to the office - or if he is suddenly taken sick and before the session, both returnable to the county or it is not returnable. Most will to the term next, following the date of the same. In sufficient time intervening - because it is over with & as in England. (see Clarke's hom.)

A & B PUBLIC SERVICE - At choice, there are two kinds.

1. SUMMONS & ATTACHMENT.

When the breach is a summons. Service is made by delivering the breach in the debt, hearing or leaving, an attested copy with him, or at the place of his usual abode. When the breacher, and people are for 10-175, and one copy is sufficient. If the officer makes the service by reading, & interior service by reading
Proceed service - the leaving of a copy which is not
the true will not bar the suit. An acknowledgment
being made of service by the attorney not specially
authorized does not constitute the debt:
he may state the suit. It has not been decided
that such acknowledgment by debt itself does
not conclude him. - It has been decided that
the petition must be served by copy - (see a Dant
of 1800). Lately as decided to the effect - That
which may be served by reading - (see 1840-1850).

180. In relation to personal trial - suits of error if the debt
live out of the state - service is made by leaving a
copy with the attorney here. A person residing
out of the state is found within if a summons
served upon him by reading or copy is served
at his domiciliary.

181. Attachment are regular to be by attaching the
said property or real in the debt - (see the common
law relating to arrests so therein) so that if it is well not
presumed that service by reading or copy is sufficient
a copy to hold the debt to trial - do not cause of a statement
or the the officer may be liable to the suit. The officer
shall have no right to take possession if he can find per-
sonal service sufficient to answer the demand of
which he may not entering & take - (see the common
law) in no right. But the officer must not take
liable & must not come if the personal estate
if he is minded to examine it, belongs — Conn Practic, 1803. (a) at-lem. law. Aliu, the officer in such case, may summon a jury, 
& ascertain to whom it belongs — if he does not a 7. 3. 23 he takes or contends to take at his peril — the officer should have no cause of complaint to the taking of his child's body — unless he tendered personal property to the officer. It has been decided by the rule that the office, having taken the child's body in hand before a proper commitment & accept personal property if tendered & to discharge the body. (i.e. M.S. 1. if the officer take the property to which it is belonging it to be his or the child & the child, subject to decision by R.L. 400 desert's or desert's leader, honor bound that the officer may do. J.A.S-35 The officer in any hold both the child & the body R.S. 400 & may not break the outer door of child's house to break make an arrest — in inner door he may. R.L. 393 83. The officer is also liable to be taken by attachment — but if the officer is not bound to the land also, when he can find the body — A.C. 9. 5. 23 he is in the far 190 "Kid as the kid to bringing unwisphere to de. R.L. 83, erected by the A.C. 9. 5. 23 if a rest of the body may be made by an inhabitant of the officer in his company 23, but not of it there may be only one. A.C. 9. 5. 23, 9 63 & further real or personal is attached, the officer
Once a service man leaves with the deed or other re- 
state, and place of abode, if within the State, a true 
print copy of the writ, with a description of the prop 
erty attached. If real estate is attached the of- 
cisco must also leave a like copy at the 
completes office within seven days next after the 
has attached the estate before the time for execu- 
tion of the writ that expires, otherwise it is not held 
against any other creditor or benevolent person. 

The omission of this copy will not affect the due 
date the writ. It is intended merely to give no 
thee or others creditors or purchasers. Personal 
estate attached is not held to respond the judg- 
ments either as the debtor or any other unless 
the execution is taken out and levied upon it within 
not sixty days after the judgment is recorded. 

no except where it is under a prior incumbrance. 
Then it is not held unless execution is taken 
out and levied within sixty days after the incum- 
trance is removed. To also the lien on real estate 
is lost unless execution is levied upon it. The levy 
of attachment is recorded without mention in the 
except that in the case of a prior incumbrance in which a 
case the proceedings must be completed within 
months after the incumbrance removed. [Redacted]
A person on either side of an officer in common practice, in making an arrest in one cause - delivering to the officer a writ or writ of attachment, against the sureties in such case, or another cause in a good arrest, when personal security shall be attached, the officer regularly takes them into his custody & holds them to the time when the said officer delivers execution upon them. But the officer cannot retain them in the utmost necessity. Above two days after final judgment, but in that time execution must be levied in the lien held in said property. The officer may, however, & frequently do deliver the property to a receptaman (i.e.) adult some individual who gives a receipt to the officer, & promises to redeliver it at the officer's time & place at a time certain or on demand. But the officer takes the receipt at his own request & is not authorized to do it in any case - same practice in law.

The receptaman is not bound by a promise to deliver the property after the expiration of 60 days from final judgment - and if he promises to deliver or demand he is not liable unless demand be made within 60 days, which in both cases is to be made within 60 days after the expiration of 60 days after the information is demanded, & if then the promise is not delivered on demand and demand be made within sixty days of the reception
This page is not legible and contains no meaningful text.
def does not appear to have been recorded after this point. It seems likely that some text is missing. The notice of the suit, the court may continue the suit. The act next following is to be published at the time it is also noticed in the public. If not, the judgment is to be rendered by the court. But in all such cases, execution is stayed until the right to recover with the clerk and in the suit. The amount recovered with one or more 25 percent of the court's decision, which he may receive and all the costs by reason or annulling the judgment. If no 25 percent of the judgment is erroneous, the court decided that the judgment was rendered and entered up the suit judgment. A no 25 percent of the judgment is erroneous, the court decided that the judgment was rendered and entered up the suit judgment. The suit, provides that real estate taken upon such execution shall not be disposed of in accordance with the disposition of the suit. If after the expiration of 12 months, or after a new trial had on a suit brought within twelve months of the trial, the suit, the action shall be adjourned to a term not less than 3 months, and not exceeding 9 months, to the court without special notice. The action shall come to trial. It is not the judgment against the defendant.
Breach of trust - sureties against the sureties in the event of the magistrates not being signed by the magistrates who rendered the original judgment - in which case it may be signed by any other magistrates, and where the demand in the surety does not exceed 15 dollars it must be made returnable before the magistrate who rendered the original judgment or, if he is dead or removed (which is before another magistrate) - but if the demand exceeded 15 dollars it must be made returnable at the time in which the body or debt in the surety bond shall in actions or joint securities or contracts if all the debts are not inhabitants of this state service upon them, there are no sufficient bonds thereon, and trial. In such case that it is not shown of course, but if away of the debt 15 dollars the state are aggrieved by the judgment, they may be received by Auditors' Certificate, until the one of the debts has not of the said, in an inhabitant of it, to that service among them, except if done to the place of the last usual abode in necessary, the cause must be can 25 days to be one term at least, hence, so in that the state, deceased, give relit to said. Then commenced judgment is commenced.
If the defendant is under the care of a certain person, the latter—The latter should be called to the scene—but it is not stated. The search does not take place. The time is altered & a letter from the sheriff may not break the outer door. A window of the house & arrest his body or take the house—several inner doors. Court—allege 32 beds. Party 38; this is 2—Ex. 6:4-5. Deft may be discharged by the court—arrest on Sunday or ro-

A letter to our man—so by our state. Service to any civil process—Ex. 10:20-22 &c. If any house is privileged only by himself—his store family & his own goods. If any other person or 2 houses other goods are in it—the outer door be open the judge request the defendant be there after he arrest him or 5 he attach his goods. There a person under an elec
ger legal arrest at the end of one is fairly served x26 in with process at the end of another—the latter. Ex. 10:20 service in good—hear it any collection.

Deputy sheriff cannot serve process to or where the one the sheriff—to be arrested there it be the his or his authority, in either case—that the sheriff may serve one or upon his deputy (not his—Ex. 10:22—& yet 3:28 the electrical one decide may serve 2 or upon another. When town—citizen—free, 1905 or other communities are like such—people in made to labor or at the city, with the clerk or citizen. The select men or committee men
Great Britain - £ Eng. a residence in England after an
unlawful absence cannot be served with civil process in
the hand of the court or one of the sheriffs (in com-
mon law). The time for making service - 6 weeks after
the abscondf or 12 weeks after the time of legal no-
otice, &c. in ordinary cases in 12 days inclusive. The pro-
cess must be served on the deponent within 12 days inclusive before
the day of the deponent's first sitting - 12 weeks before the
first notice of an attachment, &c. not before a single magistrate
that service must be made 12 days before the day of
the first sitting, and not by a foreign at-

tachment, but before whatever court returns the attachment.

12 days before the sitting of the court. In such a-

able officers, in not executing a writ or return in 14 days at least,

12 days before the sitting of the court. In such a-

able officers, in not executing a writ or return in

14 days. This rule applies to

the hand of a person only in cases of complaints
without the deponent in the ordinary cases of

parties of claim. This is a new Act of

the deponent. I do not mean, as far as I can see,

that mere service is 12 days, and

whether I do or not, I am at liberty to com-
considered to forebear with it against committed
places, so not executors have that they may
have the damage then they remedy. In all
these cases the day on which the writ is sent
is included in the computation of the time &
that on which the court sat is excluded. And
if service is made on the day being allowed, or
service — it must be completed before the even-
ing twilight, in some & while there is light suf-
ficient to enable the officer to read the process
and turn prosecutions, both & recover penalties
are not within the above rule & length of Short
notice — they may be had by writ & writs, though
not a warrant issued on a written complaint
made & a magistrate Short 46. However
they are brought in the form of civil action as
in many cases they are the usual notice &
other inconvenience is necessary & conduct signally
of action after the writ returned & left con-
territorial not within any of the above rules
It is sufficient, that reasonable notice is given
and it in the opinion of the court the notice is kept;
not short — the court in its discretion will con-
fine the cause or return the trial Short
one did cannot take advantage of add chasing into
service when his notice.

Bill is of two kinds: the former, Special Bail.
Bail, when the body of the defendant, under arrest, is brought into the court on the day of the trial of the offense, may be continued, or the court may order the defendant to be released on bail until the trial of the offense. If there is no bail offered, the bail must be regularly committed to the defendant, as a matter of law, unless it is continued for a reasonable time, in the discretion of the court. The bail may be fixed by the court, and it shall be in the discretion of the court whether the defendant shall be released on bail or not.

The bail must be sufficient to ensure the appearance of the defendant at the trial, and it shall be in the discretion of the court whether the defendant shall be released on bail or not. If the defendant fails to appear at the trial, the court may sell the bail and apply the proceeds to the expenses of the court. If the defendant does not appear at the trial, the court may issue a warrant for his arrest, and if he is not arrested within a reasonable time, the court may issue a warrant for his arrest and imprisonment.
The term to execute the purposes of bond practice answered to contemplation of law by pulling. This is in the case of the security - a forfeit, section 200.

The security given is called a bond - the abstract liens are called bail. - The bail under one that 180 must consist of one or more substantial inhabitants of the state of suit ability & regard the 38-9 judgment that may be recovered. The bail bond is conditioned for the abstract in the view before 180 the court so that the suit is returnable. The bond being given the debt must be immediately being liberated from arrest. If the debt is released the debt is sufficient bail when tendered he is liable to sue. The debt to the imprisonment. If tendered the debt committed to or to take imprisonment also. 1 Bac. 287, 2 Trib. 313, Lem. 480, 7 Leav. 512, Idol. 196.

A debt in execution is arrest in the event of bail - he can be obtained in the attachment order no less than five days after the notice of the court and then execution is not levied upon him without the debt the security must be charged on large abstract of the premises. When the debt in the execution is declared that the property or the relation or another the desire to take at administration the debt not to be discharged by the court from which the execution issued to arrest. The officer may, if the lien release the debt without bail.
Ball - it appears to be an uncommon novelty in the table. But I find no real evidence of it. Let him consider, the table must not be made to show him with certainty. Therefore he must take an arm. But the table is in motion. It will be the case. He cannot give it, and he will take it himself. In an action, therefore, one can make a name by the table and become certain. In reality, appeared that he is responsible for it. Nothing seems under the table.
they may take him out on Sunday and leave. Practice
surrender of the officer after the war. On 19th May
the arrest was made and he was to be a fugitive. Then he
was released on bail, without a bond, and allowed to
volunteer in the war in the particular in 1865-66.

The bail must be paid in every case of 500 dollars.
The bail must be paid in every case of 500 dollars.

The bail bond is negotiable. Better in any place.

The bond for the bail in the action. Title 39, Sec. 1.

Sec. 18, Sec. 281. - And that the said man acting as
the bail bond, is the bail bond.

The bond must be paid in every case of 500 dollars.

The bond must be paid in every case of 500 dollars.

The bond must be paid in every case of 500 dollars.
Ball. In the first having arrested & accepted an assignment of the bond — that the officers to have
short cause — it is a good plea in the latter that the
54 issue sufficient bail — an bail apparently sufficient.

1 283 a has issue & at first to turn up on the motion & ask whether the bail is a fact.
In is it necessary for the officers to plead that the
issue to assign & or if the other claim & remain
in. The state provides that no recovery shall be
had against the assignee unless in bail in taking

200 insufficiency bail — in that, it shall, the fact
have the bail-bond — which seems implied that
it is in the duty & deman'd it & that pleading
a reading of a assign would be sufficient. And
If the officers having recovered judgment on the
bail bond, die or issue facia to his executor is
short not barred by the other, buying the original debt
254 of cost. The executors may still recover on the
issue facia. The officers may disturbments
from a debt cannot so issue holden to bail in the same
85-6 cause of action die — while a suit is pending more
times arrest. The debt cannot be arrested again in
the
86 same cause — if the in the court will also charge him
always formerly if the debt were not before in the suit.
Said action he could not afterwards arrest the debt in
85-6 the same cause — now more than as he could in
but even now in any in debt or judgment to a
cannot be arrests if not committed on the Comm. D. Oct 23

was arrested in the original action 321-1030-3120-2310

Tho the condition of the bail bond are that if the Ju. So
does not appear at the time his run all that

security is void of course work to be restored to what the bond. In by the bond the bail are made to be

only in case of the principal or a receiver can order a

return of non evasion of when the execution

is then the bond is surrendered to court if it is to

claim it which is subject to the bail to take out exec. stat.

acting due care diligence to have his body the

then if the bond is surrendered on the execution court

before non can be returned the bail are made to

work however the principal makes a condition

not surrendered without in court or in the execu-

tion can not since is returned the bond is void. R. 1.

their liability extended to debt and costs. The return

of non can must be made repay able bond. Name

both as the meaning personal estate and real

cost. If the bond is not obliged to accept of real
estate in discharge or instead of the body.

The present action to be lit on the bond and ap-23 by

leave the docket - the to the word of the state. const.

it seems that a fire. Lach. will be. Kindly 45-30-21. p. 369

be inst. the action must be brought in that county to

which the original action was brought 1-5 to 1-265-107-1593

S. 335-0-2-30. 198-16 non rate in Crimes.
Ball. Indeed an actual act of the principal is
first. The omission is not necessary to be the
duty of it is the duty of the officer in charge the execution
42:98 to make diligent search for him & if the use of
the diligence of the officer cannot be shown this
the bail are liable - their not liable. But it has
been determined in a case in which the principal
himself was in an inner room & by threats
prevented the officer from taking him that the
bail were liable - such an instance.
17:4 The return of most of its tenants must be clearly
made. The bail are not liable - if the bail by
the bail. A true present with a return to be made unim-
4:8-9 clearly in the purpose of ascertaining the bond
they are discharged. The is clearly is not necessary
4:8 by to the officer in order to subject the bail wishing
the return till the expiration of sixty days for the
execution of finding the principal - all that the law
requires is that they be liable & reasonably. If the
principal die before non of returned the bail
under are made - either the bail to the sheriff they
may be discharged - for an actual surrender
of the deed body in court entirely to bail of himself
also n c c y.y. - 13 & 42:99 & 42:100. Second to
be 4:8-9 if a true present with the bond be before a judge &
2 the sufficient personal property in the execution is to
not in the return - or being in a situation
in which he might be taken by the use. Comm. Practice
of the absence of his death (in). This will be, will be evidence of the
illness of his disease, or the bringing a color, not
able to be better. Fourthly, through accepting a
plea without special bail, in the words immediately
below, by his obtaining final judgment, & forth, 1795-5-
if the prisoner knew it to be the case ...

a more appearance in court without a surrender, &
then without pleading, does not discharge the 1795
bail (De. does not a detention bail). As a certain thin,
rendered in court it is necessary for the taking the
bail that the surrender be entered on the record
for no other case record evidence is admissible to plea
from the 1st, ad. 14th, 2d, 16th, 17th, 18th, 19th, 20th
day of - a month. On such surrender the 1st
must swore the court that the defendant being in the
sheriff's custody, that he may go at ease. The
sole locus the benefit of the arrest, and that
the date of the court or ship & the ship, the ship and the
surrender? It is not the present. If the prisoner to
be custody for a crime, the bail may bring home the
up by habeas corpus to surrender him. When the
defendant has been attached as heart interest
and not in the special bail, he must head it. If
required it in custody of the court of the ship. 2d
accept a plea not containing these words — the
bail to be discharged, so soon the bail ...
The acceptance of the plea in another action or the
right to hold the body. But if the theft having been
brought to trial, in two cases, or even in the same
original action, he is not
liable upon a new trial, being greater provided, in
custody again, *then he is not liable on the
new trial, to give special bail, further to give
once more announce his being taken into custody.
The defendant at the last being remaining in
self at the return of the writ, even obtaining judg-
ment he would, course released, according to the
accepted in bail the other whole body
been attached a sworn containing the work...
in custody — no special bail being given. There is
fect preclude. Defendant cannot in the last court require
The defendant in custody or give special bail,
been denied that right by accepting the plea,
 transcripts made to bail. But if the theft alleged pre-
vided in defendant, the theft had alleged to there
would be the same evidence. But without... addition.
Aggrieved by the same rule would obtain on a new
trial provided by either party to whoever provided
on the first trial (Write your name.)
This is accordance to the first act of the law in evidence. The
This is the act 1187. The law may enter a common
and, but has never to act. The act of being, regularly to
short 318, between 50 to
5000. Rather now, the act of being for the entire., not of common articles

..
not in general appeal to attorney. The court, practice,
now by statute, contains this rule. Title 14, 1114-1184,
Title 124, Sec. 33. Corporation, agent appointed, or an
appointed attorney. But the circuit court has held that
appointed that an attorney may not appear in a town
(a) which is under or a part of the court, or of any taxing,
agent authorized to vote & retain an attorney. bill of
inhabitants of certain to guard the immovable estate of
incarnate estate. Title 14. Title 15. Title 16. This title
therefore can not appoint an attorney.

Special Bail — when a debt which has been arrears,
restored is not paid, or is an offense of serious did
issued and court at his bail — as to his sureties, the
court, may be admitted to receive bail
in which his bail is discharged and is discharged — if the bail is
not released, and where the court discharged. This is called title
on the bail above or bail for the debt — and is not
surrounded, it is not allowed. Indeed, not to it, it is so
special bail. The bill require it.

Special Bail according to the same must consist
of suit sureties — but it is common & acceptable sure-
ty. If the bill does not accept the sureties, and the bail, or
the court, decides whether there is sufficient by inquiring of
witnesses. In common, special bail is given in open
court only — by the parties entering into a recogni-
zeance in a sufficient time that the debt shall be
voided at final judgment. The recognizance is made.
26th

Bill special habeas corpus. It is be decided

12. In that the part to whom to sell a recognizance

12. It is to be determined whether it is common

12. in the court or not. (2.) In Eng. it may be taken to the

12. have a judge a commencement out of court. If the recog-

12. and is forfeited. The special bail is required

1. to satisfy the whole judgment rendered against

1. the principal. But if it is forfeited no bail

1. than by the principal's acceptance & a return of

1. an attorney of the court cannot be special

1. bail to present maintenance & lodging. (1) 1st 1st

1. very. (2) 2dly. 1st 1st. 25. 1st. 24. 1st. 21. 1st.

1. In Eng. an attorney of the court cannot be special

1. bail to present maintenance & lodging. (1) 1st 1st

1. very. (2) 2dly. 1st 1st. 25. 1st. 24. 1st. 21. 1st.

1. In Eng. bail to the action for special bail here

1. have in the future of taking their principal

1. a right to go into his house as much as he is

1. himself. I have spoke sufficiently of a right to read

1. in doors. And that may break it unless the hour

1. entrance in which he sends to tech for him.

1. the outer door being open. (2. if it necessary that

1. the entrance to open?) So not the same rules the

1. & don't commencement. In whether special bail

1. recognized in one state can take their principal
Bail bond—against the principal and surety other
a bond will be given by the record—For no entry on the record
is made in our practice at the farther end of
which judgment is rendered—No judgment is
entered on the bond until the bond is after
taken. The certificate of the surety must be
sent on the bond within twelve months after judg-
ment rendered in due course. The judgment on
the county court in such case is not final within
the meaning of the bond in the clause in the state,
for it is declared to be good. In consequence
of the limitation execution must be taken and
the surety or non est inventum returned within
the same time. And it must be taken out in due
fashion so that the return may be made made as
shortly as possible before the execution. And accor-
ding to the first if it may be taken out it was time
will admit of due diligence to take the homestead
right on lands or personalty in due projection
not exceeding
the 60-
66
for the prosecution of an action to be acted upon
warrant. the special bail—In the case of both bond-
men and to the official premium, the debt is only
and that so the special bail on the return of non est inventum
will cease and
the bond of the other may be issued with the same.
ag. Them it before satisfaction mountain combines
an action against their principal. And if a kind
of indemnity is given they may not, nor main-
tain an action against us then as they become
liable vis. on the principal's avoidance a return Bamp
from an act in t 1 before and last against them 2 Ls. 11 do
(to which mildly relate it in no obligation, said
that they are indemnified for half a one third
person except in eq. definitive. If final judg-
ment is given in favor of that the special bail a two
and a course discharged as such as the third would no
be if there were no special bail and an or
revocar judgment the preserved or revocation
has the effect of a final judgment or arrest is
deemed a final judgment within this rule as
a judgment in the behalf of debt concurred in court of-
fines error is a court in the manner but it shows
the debt is not a height in that it is reversed in that re-
and a rest in accordance. In such as by 4 do to judg-
ment as to one of the few regarded on a mode by 13
preserving a material internal in the sense that
the time relative time a named persons execution. More
generally this. Even judgment in the behalf two
reduced to the debt in the action court every
such judgment no reversed in the 6. It is evident
of a simple subject in debt of grand and some vice and it bald

fluent. Special bail are also disbarred if the
con-
verts quit the attendance of a defendant, or live
one at Stonehouse on a part of the real property
over the execution before motion was returned to
by the being in a situation in which he might be the
best to the compliance with the term before such
and return made. Special bail may be disbarred
 If a motion if the bail have preceded in another rea.
For Tumult at all — to of demands to prosecution
at all.

1. Distance and Reading. — The Act hav-
ins appeared & where it is necessary have, given
on special bail — to have taken into custody in & to
make his defence which on being from the
next stage of the proceedings. In Eng. The first
30th proceeding after bail & the action broken into
the 7th. Line of the declaration — which may under no
pressure circumstances be done at any time within
435 a year after that quits the suit. For by leave of
office, meant a denial of the action. But where
may be reduced in several ways without
divorce as well as the evidence made. As sold
by Default: 1st suit are not subject at the next
after the first three times before mobile
Suits is called in county to be 3d made to make the next of
appropriate order of the default is required in the case
The docket is called on the next step. The term f-
it shall appear that any adverse party or his attorney, in whose favor judgment is entered by the court, shall also have the right to demand that judgment be set aside, in accordance with the rules of law and equity. In such a case, the adverse party or his attorney may demand a new trial, unless the adverse party consents to the entry of judgment. By a rule of both courts, judgment may be rendered at any time, and no party shall be deemed to have lost his right to demand a new trial by the mere fact that judgment has been entered. If a new trial is demanded, the court shall order that the case be heard on its merits. If, in the opinion of the court, the adverse party has not been properly represented, or if the court deems it necessary, the case may be transferred to a court of equity. In any event, the court shall proceed to render judgment, and no party shall be deemed to have lost his right to demand a new trial by the mere fact that judgment has been entered.
Defence of the pleading - الاتحاد a his power it is true

that in cases of minor damage at least

in the event there has been a hearing in damages.

But the judgment is difficult in certain cases

of damages are admissible to be brought in. In such

cases of the same if the same amount have a hearing

in damages before the court. But in these

cases has been distinguished with in certain cases

as in the action of the bill of the cause for

326-374-416-164, 254-528-717, 414-114, 272-104

War, 1882, 1882. In Eng. a definite request is made

of nothing more than that the defendant

was not heretofore in the whole case demanded.

Under these circumstances the court by.

holding a default

is in case a trial of her and a case can

be conducted in damages. And

the default admitted. Hence we require nothing

more than that the defendant was in fact

dependent in that amount demanded

2d. The defendant is that to the defendant to admit

nothing, more than the judge that he be recovered

thing as an end. The is not admissible, made, for a
Defence & Pleading.  234

Defence & Pleading.  234

The return of the writ is granted upon being a

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Defence & Pleadin
Viz. In the bill of exceptions, any "rule of evidence" presented to the court have once been read to the court, and after said, to advise and
that the same is made by the lawyer, he shall be allowed to make a different bill of exceptions.
Please remember that this is only a mockup of the document, and the actual content may differ.
And as regards in practice, since the Court decided new organization in the past, the Court is made in every form and those are continued in proceeding in execution. As to changing and altering flacks in one or another where the defendant has made a plea that he has misappropriated in which case the Court in its discretion may allow him to pay costs in the suit to have as the reasonable time allowed for making an appeal to the Court exercise discretion to certain extent in allowing alteration. But after the suit is appealed to suit for judgment has been rendered upon it in any court he cannot be for the error for in the declaration as in issue in all suits appealable. As a defendant cannot change in suit. As an appeal from justice in the county court that it is a general rule in that the defendant an appeal may in the Court appealed to change his plea made in the Court below as of course without costs, general usage. Let changing pleading as the form in this case. It cannot however go such in the course of pleading or from a plea to the action or a dilatory plea as in the latter are const of pleading in the nature (said pleading). Else can he change a certain title in the suit or in appeal. The suit however has been, in the suit when appealed it
Defence & Pleading—The second is the plea made below that it must be done by the parties of their own motion, in the morning of the third day of the term being one week of the fourth day or longer. This rule is never strictly observed, but every plea of course in the superior court and can be continued by the rule to plead in abatement. The rule as to changing in the court appealed to the plea made below depends on usage. It rests entirely in the court appealed to on the plea made below there is no need of pleading it do—

on the plea made below there is no need of pleading it do—

on the plea made below there is no need of pleading it do—

on the plea made below there is no need of pleading it do—

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on the plea made below there is no need of pleading it do—

of the plea under the fact in the court in which it was originally made it has been decided that the plea may be made even after the trial has begun. It saves much trouble in misleading the fact and unnecessary nostrication made that in the county court & a plea in abatement of the court will not allow a plea to be made in any case by making a new plea without making a new plea & the action. The plea has been allowed to be made by pleading extraordinary after a demurrer & the recent delivery at the court for the plea. Judgment. If it has been decided by the court, the court 205. that plea in abatement may be altered.

The issue being closed the cause comes to trial
regarding matters of Law are the of the court. Most matters are to be tried by the jury. Certain cases are however often involved in Law in fact or as such the evidence in our practice. On the other hand cases in fact may by agreement of both parties be closed & tried by the court—without such agreement. From in such cases all ways determined by the court. After a trial began & the jury, the court will not close the door hearing or continue the cause without the consent of both parties. But the court do not on giving the charge to the jury direct them to find—nor do they give any opinion about the—fact & law. But if dissatisfied with the verdict then may in 196-197 civil cases return the jury & a second or third day's continuation not to a fourth. This may not be done in Ins. but it is not usual—arise delays, delays, delays, delays, delays. The jury in the third instance of the cause is committed to the jury one hour. Here the argument as evidence can be heard. The party also take the affirmative & an issue in fact first exhibits his evidence. Then the cause is closed, & the argument is made. After the side that has entered upon his defence—the side having closed all his evidence it is to make a final argument in Ins. Here the side into evidence on a collateral point.
Actual trial—Not here in controversy is then the ex-
cepted issue. Against the merits of the principal ques-
tion is not. On issue on the facts, the counsel for
the party taking the exception—among others the
argument. On motion to interlocutory
questions only one counsel can be heard on each
side—without leave of the court. By Stil. only one
Counsel is allowed to argue a cause even on the
relief excepting the demand in above 248—on the
title of land concerned—This rule not regarded
R.L. 270 much in practice. If a person in and near city
241-451 made out & present his bridging there are
66,420 two modes in which the husband may be de-
Be it, the trial first is there is no evidence sq.
285 him the court will on motion exchange her
short name & permit him to testify & I some high
489—evidence against him—he may in motion be
a host tried first & on acquittal testify. 241-452
243-470 Bill of exceptions Demurred to evidence re la-

t. Facts therefore for challenge & the very reason
trial & arrest of judgment.

But the verdict is the findings of the jury on the issue
247 clear to them. Regularly every issue should be
found affirmatively or negatively in the term
state. It is not sufficient for the jury to say that
think they find for the plaintiff or that they find not the
572 material fact stated. Yet if the kind in terms
the substance of the issue the verdict is not.

The court may alter the verdict & make it to run where the ancient substance of the issue is found. The constable who reads the jury when the presenters are present, 56.

(For different kinds of suits, & their effects, see R. 10, &c.)

The jury give more damages than are demanded, the J.P. may remit the excess & take judgment, &c., &c., yet he still renders damages where there are several liable def. 16 c. 75, &c. &c. &c. &c.

The court may reward or supersede executions or att-take, or until another party. 183 3d & 4th. &c., &c.

The assessors party, but the J.P. when not.

successful, was allowed to labor claimers, and that the cost when judgment passed against him to the 183 defendant detention of the debt right. Where in the cost are allowed, & the prevailing party, in most cases by several claimers - the first of which in law, that of consequent debt. costs are regularly 5th allowed in term, & the remaining parties in all civil actions I believe except in four cases &c. &c. &c.

First they are never taxed to the J.P. in error.
Verdict (1st) on the part in Error - the Error of Error.

Secondly, the Court is aware of the insufficiency of the declaration.

Thirdly, if the debt in default, shall be exhibited in the account - & the amount of the debt & afterwards bring an action against the debt & receive the debt, & the Court, which he might have exhibited in the former action prevails, the same have no costs unless the Court & the Court shall that he had no knowledge of the former suit & was necessarily hindered from appearing & exhibiting his account.

Fourthly, the judgment of the Court of the mistake is confirmed on mistake of the short debt - no costs - like writ in error. Add section 67 if the mistake is occasioned by the fraud of the real estate or the defaulter.

But the statute provides that in actions of fraud & deceit, a real estate or the law that in the suit in error is not involved & the debt shall recover no more cost than the amount of the judgment & a real estate in the suit in error or the debt shall be assessed on the amount of the debt in the suit in question. It is unless the debt shall be assessed on the real estate to the real estate to prevent
trivial preparation work. Disclaim incurs practice not necessary. The allowance shall apply where $8460
but this shall not, except where it has not been authorized at the discretion of the court or founded on contract. The allowance for an execution or $1 1/2 - Execution delivered is $14 1 1/2
unit $7 1/2 - Damaged $17 1/2. All costs allowed $14289
Whenever a defendant from a judgment and
been in a statement & document, if the place
in the court, whichever of the cost shall be taxed against
them up to the judgment on the place in a statement &
statement of execution shall direct to claim however if
the cause may finally issue - be demonstrable $1620
previous execution. After a suit had been ac-
plished * amended * the suit attain final judg. $1289
ment he recovers no costs which were made be paid $89
for the amendment except to a suit for $17 1 1/2
hearses. By a sale from his estate there is a
the minor. The decree being affirmed costs $15
were taken as. The minor is. Should not the
costs have been taken as. The one defendant Partly
be involved in arrest or judgment if a defendant shall
be awarded full costs are taxed on the final judg.
ment. It in an action against several
one defendant obtains a verdict & the cost prevails
against the others - the owner is entitled $100
and he can have only one attorney's fee taxed and the
only the proportion of the costs & jury fees, &c, if the costs are taxed in the said case which they cannot recover, and all costs are taxed as other costs — except if the winner were larger than they would be, but one bill of costs, taxed as both travel & attendance for one only and if two or more bills were given to any one only in the petition or decree in the term in which the petition is returned & the petition itself is addressed to the court. At another term, if the respondent is entitled to costs. He is entitled to under the citation the the petition is not regularly before it. In qui tam prosecution, if the defendant is entitled to costs as in civil actions. On judgment by default the magistrate can tax costs only as in own fault. He unless there was an adjournment process. By 526-52 there are the foot must specify on the record what is justified the taxation; any additional costs are regularly taxed in court by the judge. In judgment where plea in abatement, costs are taxed in the bill only. If to the order any of the term — because the statute provides that no plea is made unless determined by that time.
The attorney of the prevailing party may, in addition to the costs and expenses incurred in the case, recover from the adverse party, fees and expenses reasonably incurred in the case, and ordinary items of costs. (See 28 U.S.C. §§ 1920-1921.)

In the mode of selling articles, judgments, see §§ 1922-1926. Execution in the mode of judgment—costs may include or are otherwise excepted or other costs unreasonably incurred. See 28 U.S.C. §§ 1923-1925. The allowed before the record which are made up previously at any point in time. The date recorded took place. And according to the practice which commence injunctions about the 13th. And I continued a long time but it even the highest and plainest mistake could reasonably clearly be rectified after the record was inquired into.

The term is specified. If present amendments are made liberally allowed in any of time, place and when practice requires it. They are permitted until at any time while the suit is pending until before original judgment but not afterwards. But now in Eng., all formal mistakes are in general admitted to be laid.
amendment—true case name now before the court—of which if it shall be 14 days from time a
security is given by the defendant as prescribed in the statutes the statute of
such a default is a mistake. How 96 104 22. No t.
ref. 64 6 14 18 159. If the term kind are
false taken—false spelling—misnomer. If the
tale are may expressed. The default—and if the
signature &c. We have the statutes on the sub.
ject—The court provides that no side-reading
judgment as it is prevailing shall be entered upon
stat. old or reversed—to any kind of criminal hardship
22. error mistake—default & the person the law
are rightly understood by the right. The pro-
vision however is in the general use. It did not
have actual application in practice. Armor
inalmtent of the law the matters for formal
default are probably so frequent and so severe
and no such 700. Extension. Amour shall
also provide that when enrolled in a state-
ment—judgment is rendered in favor of Def.
22 the right shall have liberty to amend his writ
on payment of costs at the time of the amend-
ment. This shall extend to formal defects only

21. It has been decided that a motion to amend under
26 the statute was unnecessary. Before one note the
24. It is done in 1814—this cannot be true January
one strong bond prevent the failure to come. Practice
would have effect immediately in
the anti-registration proceedings in other part of where
the record in each cause the argument is not
of the discretion of the court. The rule differs from
the old in several particulars. First under this
statute motions to amend in necessary to (to
may not be) tender under the old
rule that the writ only was a memorandum—While the
new may cast in the record may be. Under the
old no amendment could be made till after
judgment as the 54th section in abatement
would under the new amendment may be made at
any time to the 55th even before plea made by either
party at any time afterwards. In amend
theplaint under the old off was settled absolute to
pay the legal cost—Under the new the allowance shall
as well as the amount decided is held in be
permanently with the court. The 63rd allow the
liable costs as the petty amending about
universally. The 64th in the 6th county
very seldom allow any. Under the old Statute
formal defect only were amendment—Under the
new every species of defect may be amended as
cost 1 when the forum is common to no other or
there is no other court and there be no certificate of debt paid

2. When the amendment is ignored. (Note 25, line 36)
Amendments—The nature of the nature. Where the
act is to be done, the act is not done, and the amendment pro-
posed would not serve the purpose intended. It has been allowed to raise the stan
on December 18, 1851. A Clark & Heidel, 1851.

In the Third D. & C. 1863, at the sitting a declar-
ation was amended after judgment was determined.

That it was insufficient. See 1 C. B. 297, 16. 56-57.

See also Tal. 1879-80. 2d Ed. 1875. 53-56.

Repetition amended after verdict. 3d Rep. 369.

As the law is understood, the defendant, E. L., N.

The omission of the amendment of the amendment of the amendment of the. 54-57.

Clause is not amendable either.

But a writ of error regularly not amendable in Edg.

Morgan 3d Ed. 1016, 5th Ed. 1851. 5th Ed. 1851.

Writ of error in term is in term an original writ. Section

Rog. N. B. of the. After an amendment the letter

the letter may be made. The letter the letter may be made. The letter the letter may be made.

Each other no amendment in made. So from the

time of amendment it is considered as a new

act. But when a party has leave to amend he

may amend as once all amendable objects. The

second objection not amendable on letter of error.

mark which is an error written minutes by which

it is to be made the amendment. So in the third view, both

the mistake of the clerk cannot be amended.
After the term is last for there are Common Pleas
writs a new decided and knowing the time tho' the
Proceedings in chancery are more decided and a
law. Let a new do and be heard for the trial of
exemption to the jury. The trial of the matter must take the
form of an original process to the new
notwithstanding, this decision, at the 1899. The 156th
date of
9th July, 1895. A time is given as August
22. If the statement of an extraneous fact will make the
true and good it may be amended. The false
is not in the extract or extraneous it may be amend-
ated - if a statement of the statute will make it good
an accident to the practice, then the
false
statement will not void the suit it is imposs-
ible to amend - as being of service in suit.
The false
the omission of which would require here - we
may be no amendment. If the matter of a term
is in the same cause. At the return of wch. it
true is insufficient when the true of it of all
broad in suit the word may be amended by being so
the truth. And where the word is void it is in
possible in the nature of the thing to make it good
by any alteration - and there be no signature the
Magistrate - a certificate of due to provide
writs from the office etc.
In some instances a verdict may be amended
Amendments - by the court - as it is a declaration containing good & bad counts - no evidence is sworn given on the facts & the judge finds a general verdict in the bill it may be amended by the judge; once minutes entered on those counts only the issue to be tried & evidence admitted on the day & court only a reminde de novo must issue - is a mistake by the clerk in entering a verdict may be amended - as in the damage & works - the 1195-1201-1222-1267-1287-1314-1378-1452-1474-1484, but in a special verdict, the member (as where a circumstance deemed by the court material & entire to prove is omitted - the 1160-1201-1222-1267-1287-1314-1378-1452-1474-1484, but in a criminal case & verdict whether general or special to void would be amendable - the 1160-1201-1222-1267-1287-1314-1378-1452-1474-1484.
Public Wrongs

The rules of law upon which this title are so simple that it cannot be properly much more can be stated upon the subject than is the mind in the elementary writers. The principles are more obvious. They refer to a more of the nature of ethics than any other in the whole course of law. That branch of

wrongs denominated criminal law crown law or peace of the crown (for they all mean the same) includes all crimes and

misdemeanors. Crimes and misdemeanors in law have no definite distinction—the term is 1-2-5 for the most part used indiscriminately to public offenses—and are usually consider

ted synonymous—except that the word crime signifies an offense of a higher kind and

misdemeanor an offense of a lower or less kind. Crimes or misdemeanors are not in the commission of some act prohibited by law or the omission of some act required or commanded by law. Public wrongs differ from private or civil offenses in that the former consist of an infraction or violation of some public right in which the community are equally interested, which is inherent
in necessary to maintain peace &
existence of society, of civil & private injury.
consists in the violation or interference
of a private right — in the right of an indi-
vidual. It is said of Blackstone that every
public wrong includes in it some private
wrong or civil injury. But it will be found
hard to contend that this is incorrect. Public
wrongs may in some cases include private
wrongs, but it is by no means always so. Of
public resistance may not be injurious to an
individual but as it tends to the injury of
individuals or as individuals are liable
for injuries therefore it is by that reason a
public resistance. In all cases where public
wrongs include civil injuries it is the object
of the law to give a twofold remedy. In the
case of assault & battery — as the act done is
considered a breach of the peace as well as
an injury to the person of another a remedy
is given to the individual for the injury he
has actually sustained & the offender is liable
moreover to a public prosecution to a breach
of the peace. There were in fact but one
act yet there were two distinct wrongs, or
Hence there is, between the act itself and the evil
therein a manifest distinction. The act
on the contract in the thing called the公共 wrong, any transaction. The offence is the more characte which the law considers that act. The one act may constitute two or more distinct injuries or offences. An entire offence may consist of two or more acts or a continuation of acts. Thus in assault & battery a man cannot be prosecuted for each stroke separately which he gave another. I have been taught to believe that where the public wrong includes a civil or private injury the law affords a two-fold remedy. This is true in most cases but not in all. Generally if the public offence amounts to felony the private remedy is merged in the public remedy or punishment. The doctrine holds that in crimes amounting to felony the public remedy is merged in the public remedy or punishment. But there are serious reasons assigned for it. In a late case which I have seen suggested would one of the council members alleged, in reason that if a private remedy were allowed there would be no punishment for the person injured to prosecute publicly. Also the offender in public punishment. But suppose General 0. 0. Scott was the commander of this reason. The public remedy would only be allowed at an extraordinary and the only true foundation for this doctrine.
is that the public interest would
it impossible for an individual to obtain
satisfaction or restoration for the injury
at once, if private remedy can not be
had, except by access to the
offender's property,
or, if that being worth a fraction of all the
personal and property, as well as the public,
interest, which the law will not
be done. But if an individual is
injured by a crime or offence, not amounting
to a felony, he has a civil remedy.
be done. The doctrine of no
remedy for
because there is no one
person in that
case to seek a remedy. Instead introduce
confusion into the law & allow the remedy
of murdered person & introduce a civil suit
for a pecuniary remedy as well as difficulty
in ascertaining the law for century - but civil
remedy & are often brought here by the
wrong,
and most other cases where there is
wrong, etc. There are
had cases only in this state where of-
ence occurred a total destruction of proper-
ty and lives — one in the destroying or con-
turning public magazine in time of peace or-
the other in manslaughter. An experi-
ment was made a while ago they resorted
to the purpose of carrying the idea a more
remote, in further further these cases ever
been brought — the case attached to the sub-
ordination of property, in hiring a servant of
slave where damage obtained adverse verdict (b)
ought an action on the case against of but if
the court would not entertain the actions — be-
cause it would be no more nor less than im-
mediate the former judgment.

of the right of inflicting punishment for
certain offenses it indeed determined upon
the laws of nature. It seems like agreed that
individuals in a state of nature are inden-
ited with the right of inflicting punishment
by exercising their own conscience. But when these
individuals came into society it was found
expedient to transfer that right to the commu-
nity so large. They from that moment cease
to be their own judge and avenger, but
the exercise of that consent society was bound
to be authorized. In fact such punishments
as the peace and existence of societies required. This idea of government being rendered when compact among the people insufficient to authorize punishment in most cases but not in all. The punishment of crimes against the natural sciences, cannot be authorized in this way, that were called made from the or moderation. The individuals never did part of the right of punishing, and therefore could not transfer the right. An individual is not liable to capital punishment. The decision to refer such punishment nor can be inverted. Twice in taking away human life. To have one would take it to be perfectly convenient. If, on this scheme cannot be justified that no one can ever seriously advocate the contrary practice. Burke's has treated this subject as well as any I have ever read—but not—fully understanding all that is said by the other writers on the subject. Here to lend & to read while the only true foundation is the right to inflict 10 punishments in necessary experience. 1266 (which when applied to government are the same thing). We talk much of a future nature but no such state has ever existed. It is merely ideal preferred to only in theorizing. The end and final cause of punishment is the pre
punishments are not known to the law. The law imposes three objects for the prevention of crimes. The first is that the punishment be such as shall have a tendency to reform the offender – or secondly such as shall deter him, the power of committing another crime – or thirdly such as shall deter others from committing like offence.

& The persons are liable to punishment — All.

Generally all persons are liable except such as are expressly exempted. All excuses which go to protect one from punishment are rendered unnecessary in the single consideration of a want of intent. Every person has power in contemplation to do the forbidden act but not all are willing to do such act. This maxim is true of war and not ours. This maxim does not apply to civil suits — see here the injury sustained by another in the principle of consideration of law does not render the intent with which it was done to be a constitute a crime there must be always a criminal intent.

The law considers a defect or want of will — first where there is a defect or want of understanding — hence infants under the age of
discretion or as it is sometimes called
not capable of distinguishing between good
and evil are outside the protection
of the law and an act of an infant
is not liable criminally tho at the age of
discretion an infant is always supposed
to be under the care of a relative
or a parent guardian or master of course
may not have the means of the knowledge
what the law requires. He is not supposed
to be master of his own acts. When in this a
man holding land adjoining the road
as in some cases obliged to keep the road
opposite his land in repair for cases of
neglect is liable to a public prosecution.
But an infant of any age is not liable for such neglect.
The age of legal discretion is fourteen. An
infant of that age is as liable as an adult
for all his crimes except those committed
under the age of fourteen the presumption is al-
ways in favour of the infant. They are till that
time presumed not to have discretion. This
presumption may be rebutted from the age of
ten years, however, it can even when the age of
must it be too strong to be resisted? Public liberty is the rule to be fixed down by Blackstone. It seems that an infant, out of well, either because that an infant, or a person whose capacity to understand the rule to be fixed down by the Blackstone is remarkable that infants are not punishable at all or minimally—this seems to be true rule. Upon the same ground that want of will will arise from want of understanding, or by reason of their crime committed while insane. The 18th century did not admit of a crime in a willful intent. If the insane person said, as liable as any other person.

It seems to have been much less formerly that while as persons that are dead or dumb want the principle organs of sense of which their under bad standing may be impaired, they were executed 18th by reason of the want of will. But it has been considered since in this present thing, religion that if he has understanding in such that he can receive, he cannot communicate ideas by signs, he is dead or dumb, he shall not excuse him. If the offence becomes a delinquent insane after the commission of a crime, before 324 arrest he cannot be arrested—If after arrest & before conviction he cannot be tried—If after conviction & before, judgment and sentence, judgment cannot be rendered—If after judgment rendered 324
before execution the act must be still
true. In all these cases it is a question of fact to be
adjudged by the jury whether the defendant
in question is insane or not.

So who incurs a mad man to do an unlawful
act is on the principles of morality as well as of
law not an accessory but a principal. The mad
man is but an instrument employed in the ex-
esting action of his intent. Such a man is liable
as principal he is not liable at all for as the
4th. mad man cannot be punished at all for the
principal - if the principal is exculpated the accessory
is excused also.

Summarized from the above

19. Intoxication instead of being an exaltation of

thought the offence is an aggravation of the offence

125. The offender becomes a voluntary dancer. - Lord

Hale says the learned exceedingly that a habitual de-

32. predisposed by frequent intoxication would

109. Occasion is not in contemplation of doing an un-

125. Intoxication is an unlawful act. A man may by insensibly falling

125. Going into a cold bath or anything in unusual

course of action as to be led to do an unlawful

act involuntarily - if the same may be the

case with drunkards. Punishment for offence
committed during intoxication how. Public wrong
and it must be considered in bounded more in
policy than in strict justice. Where intox-
ication is not voluntary by force or fraud of
another person crimes committed during
such intoxication are excusable - for he
is not accountable in such case for hindent
of understanding - thus far as to a defect of will
arising from a defect of understanding.
The second case of a defect of will is where the
crime is not done voluntarily but by mistake
or accident - where the will is neutral - then is
excusable but if a man were voluntarily
thinks doing an unlawful act done by accident or
mistake another unlawful act he is not excitable
or excusable in the latter any more than in the
former - or in other words he is liable to all feeling
the consequences arising necessarily from an
unlawful act or ignorance or mistake in
point of fact will excuse him who commits
a forbidden act. Thus if a man in the night
breaks open his neighbor's house thinking it
like his own he is not liable criminally but
yet he is liable to the civil injury to the house.
But no man can allege ignorance of law in
crime or a crime. He is always deemed to know
what the law is. The presumption that he doe.
know the law is too strong to be resisted.

It is matter of policy that ignorance of law
shall not be given in evidence—

The difficulty of proving the alternative which
has always been proved renders it almost im-
possible to ascertain the case. There is a


material difference between a mistake

ignorance of a fact & ignorance of the law

while in the one case the will does not concur with

the act for the man did not know that he

had or breaking his neighbour's fence. In the

other case the will concur with the act

he knew he was breaking his neighbour's

house but did not know that it was unlawful.


The third class of cases is where the defen-

dant will act from necessity or compul-

sive position. Thus a woman doing an unlawful

act by the coercion or even in the company

giding of her husband is executed for the law in both

cases does it condone. Murdered women

behold are not hence executed for all crimes done

under the coercion of her husband. For theft

kill, fornication she is executed— but in treason men

are not made by other crimes against the lesser
globe of nature she is liable to it is said by Blackstone

'...
reason for the distinction between Public Kromps
Kromps & Baber. It seemed to me just like
that there is as much an offence main in
and against the law's nature as the
other. The reason which Machiavel gives, why
murder treason ability is not executible
in a married woman can at all conceive in
no manner be supported. Treason is not no-
can it be an offence male in re — because in
a state which there is no such thing as
treason — treason can be more than an
defense male probable. The true foundation
seems to be & concerne the idea that in all mi-
our or inferior offences the laws considers her
obedience & submission to the will & command of
her husband as a paramount duty that.
Obedience & the law — but in the larger of 29-42,
that obedience the law in the law to have
the husband's command as a paramount duty
leization can never be an excuse to man da-
ughter by the wife. But exercise of this kind are found
divined to the relation of husband & wife & as
whether a child or servant can be executed for doing
an act by the command of the parent 64
in matter of another execrable combination in
that called crimes, crimes where bodily harm
is death or forcible — Than a subject taken
presence may be compelled to serve as
life as a sovereign, or be compelled to do rebel
proliferate into crimes only by popular
since no one has a right to kill an innocent
which is not a crime in itself.

Another situation is where an office in discovering riot, or
bputies are not bound to use force without
using violence. The person of the victim.
wherever neces is necessary to suppress riot,
where resistance is made. The act of the officer
are considered as the act of the law - he is not
in fact the author of the violence, but only the instru-
ment with which it is done.

A question then, it is whether a man has a right
whether a man has a right
to steal and present or starting. By the
law, law no such necessity will ever excuse
or justify stealing - Indeed there would other
wise stem false charges of robbery. The law always
makes provision in the case of course
prevent such necessity.

of two or more persons may be concerned
in the commission of an unlawful act, or
there may be different degrees sought in
the persons concerned the law has public forms
established two kinds of offenses - the principal
and accessory. The principal is of two kinds
also 164 of the first and of the second degree - 
Principal of the first degree is he who is the actual perpetrator of the crime. Principal of the second degree is he who is present 815
aiding and abetting the actual perpetrator or prime.
Elementary writers do not seem to be all agreed of
in their distinction but it seems the agreed that
this distinction is not material - but the 441
distinction between principal and accessory is 258-266
seem to be very material. Formerly he who - Drag
aiding abetted the perpetration was considered 197
as an accessory only but he is now considered when
as a principal of the second degree. It is 515-
central to constitute the offense of the principal
principal of the first degree that he be present 48,
I need not however an actual presence
or standing by - but a mere constructive presence
hence it amount the law becomes a presence - for
one need he be within sight of hearing of the .
actual perpetrator - and if one stand beyond 197
side of the house while the other is inside or else
spying - or if one is one side of the house 580
and the other on the other side in both case
he that watches in either case is convicted as principal
necessary and of course a minor must be second
degree — and to the burden of the objecting the
principal of the second degree it is not necess-
ary that the actual perpetrator should
be known to be even known. He may be bro-
deded, denominated the principal of the
first degree execute. These distinctions hold
as well in crime created by statute as those
created at common law. But even in crime
while the presence is not always necessary to con-
stitute a principal of the second nor indee-
having the first degree. Thus in the presence of
or, mixert with the two a another person sixth
before be eating it die — he is a principal of the first
degree — or if one lays attack or dies, a third
added with an intent to destroy another like he is
a principal of the first degree.

Hike that it is inattention is necessary to constitute
a principal of the second degree that he
having be aiding and abetting the actual perpetration
and hence it is if the verdict of the jury, and
then the offender must early — no indictment can be
rendered because he may have been present
unless it is a innocent person.

163—167 an accessory is one who is not the chief action
listed in the perpetration nor present at the time
but one who is in some way concerned therein.
either before or at the act. etc. Public wrongs
are indefinitely necessary to be principal of
the second degree that he be present so that
indefinitely necessary a an accessory that
he is not present if he were present he would be a principal of the second degree etc.

There are some offences which do not admit of the distinction of principal & accessory— In
general there may be principal & accessory
in all crimes. In high treason the atro-
city of the crime will not admit of principal & accessory but all that are concerned in it are principals. — Say the very intent to kill shall
be the high treason constitute the crime of
the first degree — but there must always be some overt act be fore an intent of this kind can be punished. It is a general rule that
whenever will make an accessory in felony will regularly make a principal in high
treason. This rule however does not extend to
necessary after the act. In petit treason murder
and all premeditated crimes there may be
principal & accessory — that under the crime of
murder there can be no accessory. In ren — 66-40
premeditated crimes there may be accessory &
then will not touch a premeditated murder for that accessory in petit treason after the act. It is a maxim in law that then 615

end of the accessory must follow that is the principal.
Accessories. And there are the punishment of the act.

Accessories are of two kinds; viz. accessories.

1. An accessory before the fact is one who procures, aids, counsels or commands another to commit a crime himself being absent when the act is done. He who seeks another in the commission of a unlawful act is accessory.

2. An accessory after the fact is one who, having the commission of that act, that he may or could have committed.

If he commands him or is present or aids him or that he does or in accessory he it. For the punishment hereof rendering one accessory it is necessary that being should actually have been done.
having solicited another & committed Public Energy
where before the crime is committed
he is not accessory to the crime, because the
act is not done in pursuance of his ultimate
final command — if the act is not done at
dell he cannot possibly be an accessory. But
here in either case he is guilty of a misdemeanor.

or — for this offence was complete before he re-acted
acted — an offence once complete can never
be palliated or extenuated afterwards by the of Forfeiture. After the command is given & before the unlawful act is done the law gives on
the ground of policy & justice gives a locus
certitigence before the act is done. Seelence
created by statute as well as those at common law which
admit of accessories & principals alike the 6th
state is altogether silent in regard to accessory


— in general state. Seelences have all the 164
incidents of common law. Seelences.

The bare concealing of an intended felony does not make one an accessory but is a misprision of
om. felony. — a misdemeanor and punishable as
an such. Indeed the concealing of an intended state
leling does not come within the description of an accessory.

And in general rule that
all persons who are present at the time of the
commission of an unlawful act & do not on
Accessories die under all these powers, so long as the act are guilty of a misdemeanor. The law does not require impossibility, if a man is not found to excuse himself of imminent danger of bodily harm to prevent such act. When a man is not in the opinion of the jury competent to prevent the commission of a crime, he is accused. In the case of infants, they are excused; they are incompetent—because it would be an offence of commission. Thus far as accessories before the fact—can be accessory after the fact is one who receivs—receives comforts & assists a felon knowing him to be such. This rule is true, to the full extent would include many cases not accessory—of common act of charity—as the effect giving one bread to prevent his starving or clothing or indeed receiving him into his house, &c. &c. &c. &c. public proc. against him be not him—being thereby are always justifiable. But if one by any act prevents public justice from being extended, &c. so a felon—as by furnishing him with the 68 means of escape or concealment, he is deemed an accessory after the act. The same is the case if one furnishes a felon or other person with implements by which he escapes from prison. Buying or receiving stolen goods.
did not at common make one an accomplice in the
act, it could not come under the term, receive receive con-termed as it was only a misdemeanor. But by the check 
Stat. 17 Geo. II. the offence of receiving the 
or buying stolen goods, knowing them to be such, makes one an accessory to the stealing. 888 
of the goods. The Stat. of bome makes such penitent on a principal as not an accessory. To make 485 
an accessory after the fact it is necessary that the 
the stealing be complete before the accessory perjured. Thay, if one inflicts a mortal wound, and another 
before the death of the person, or after the fact of 
such the assinment— the assistent is no accessory while 
the time of death. A married woman may be 20-28 excused for advising her husband to escape but 
this indulgence is not extended to any other civil, 
revolution, natural relations or even to the 451 
husband & sepulch the wife. This rule in sentiment on 
the coercion of the husband to which other 4 
have always supposed the wife to be subject & liable 
not in the relation of husband & wife. If one in 3-0 
indicated allegation in the indictment & be re-leased 
cher & the principal— proof that the accused 5-0-2 
was accessory to one principal or sufficient globe 
& supported the indictment. And sayette would 119 
the other is added she has yet to doubt as to the
Accessories. Principle action which the rule ordains should be relaxed against the offender, the strict principle of construction.

Indeed. It is a general rule of the common law that accessories are to suffer the same punishment as the principal. But as to accessories after the fact, they are allowed the benefit of the law. By the old common law, the accessory could not be tried till after the principal was attainted, unless he were tried at the same time with the principal. But the statute in 1664, while the accessory may be proceeded against in some cases before the principal, distant elsewhere.

And if Blackstone lay down the rule as if it were inapplicable to accessories before the principal, he was mistaken. But suppose the crown to be incorrect: the fact is they may be indicted as principal.

452. If the principal is tried & acquitted, the accessory
is not entitled to his beneficence - the guilt of the accessory is such as it altogether removes the relative offence of the death of the principal. But the death of the principal before attaint (di) discharge the accessory. Yet the accessory cannot result himself of the death of the principal, as he himself attainted. This note is read by the common law.
that the principal be actually prove. Public Wrongs
ished in order to reserve the necessary but it's
attendant that he be guilty of an offense prior con-
templation of law he is not guilty until he is actually.
It has been observed that although
the death of the principal in the conviction and
before attaint (sic) before judgment rendered would
discharge the necessary of the reason a because this
the verdict whereby the principal in conviction which
cannot be given in evidence until judgment
is passed therein (sic) till he is attainted. But Local
the form Law has been adhered to the statute book
which is the necessary in this acquitted all laws have
been indicted as principal in that long as 5 to
the misdemeanor. If one be acquitted when being
an indictment as principal he may in a 1st
subsequent indictment be found guilty and also of
acquittal after the fact - but notwithstanding he can be
indicted as an accessory being the act or not guilt seems to be matter of doubt. But say. H. Black. 361
I could never see any reason for doing if the actual
subject in committing advising or commanding the
the actual commission than the giving conv.-will
sentence relief. And that one is not guilty as principal. The
acquittal is no proof that he is not guilty and accessory unless
it is sufficient to state in the indictment against him
an acquittal that the principal has been convicted.
Sedomies — without stating that he incurred attained
sentence in the form may be indicted before judgment in
365 days but cannot be tried before he is attained
Hindustan. It is necessary to state that the principal
offender committed the act for which he was convicted
indeed. The principal is attained or executed yet
21-365 may the accessory be tried both for the facts
which the law upon which his principal was convicted
alike. The principal is not convicted in a case of the
accessory. The same indulgence is extended similarly to the accessory when he is tried with the
principal.

Thus far as crimes punishable in general
Ost. Sedomies — the term includes a
whole class of offenses and is according to
the original acceptance or signification of
the word. Any offense occasioning a total forfeiture of goods or lands or both. The term
recovery did not originally denote any offense
as a crime but only the penal consequence of
the guilt. Whatever occasioned a forfeiture of a
15
lender is considered to be a theft. Hence the defined
theft. The according to a general usage consent
9-36-8 is not agreed with what are in modern times
called larceny. Therefore not called larceny.
According to this idea, crimes are not capital crimes; they are defined as capital crimes by statute. If a person is found guilty of a capital crime, such as assassination, the court shall impose the death penalty. Thus, there are some crimes which are considered capital, and others which are not. Hence, capital crimes are defined as those in which the death penalty is imposed. If a person is found guilty of a capital crime, they shall be executed. This concept contrasts with the idea of capital crimes being in the interest of the state. Hence, according to this idea, capital crimes are defined as those in which the death penalty is imposed.
Treason are considered capital, and there
be of a State, now creating a new offence or enact
that he who is guilty of such an offence is to suffer
the true punishment of the law, so that he shall be
therefore punished with death. And in another word if the Stat
prohibits an act & calls the punishment that
is according to it implied that it is to be punished
at least capably. But if the State prohibits an act &
prohibits to suffer the penalty of a forfeiture of all the of
property - the offence is not (like this)
only a simple means - nor is it punished as the
danger, which in England are denomi
ated felonies - or we have are entitled with the
-writing of the property - are in this State are
denominated felonies. Their forfeiture these
offences, are to be done under the Statute of the
England. There is a species of punishment called
which exemption from a
- which exemption from a
which is declared by the punishment imposed
by the Statute. This prevents the forfeiture
upon the lands but not on goods. Sometimes another reason
also is because no land can be forfeited, untill
all attendance - but the benefice of clergy is forgi

at all must always be prayed before Public Warrants, judgment—
ite must therefore proceed in regular order after conviction.

It cannot be necessary to enlarge much on this subject, to detail at length all the particulars relating to the history of England, the offenses called clerical offenses, because no part of the subject is applicable to other states nor any other state in the union as I have heard. It is sufficient to give a short sketch of its origin and progress. The discrepancy of the judge of the house was anciently such that the people's government of England that he as an ecclesiastical or spiritual person claimed the right of punishing all his clergy or clerks in orders. Temporal or civil as the clerical had no jurisdiction over the civil, but they were liable to punishment only before an ecclesiastical court. However, it seems that the courts of common law in Eng. would not give up the right of punishing the most atrocious crimes, such as were made in de. In the civil law, would then allow the incurring of punishment when the off

That are offenses under all the foreigners, for such crimes—i.e. would they give up the right of punishing below clergy. Thus the benefit of clergy is allowed in cases of petty larceny or misdemeanors. It seems that ex ample
The benefit of clergy from punishment was never claimed
except in capital offenders. In consequence, the
clergy was excused, although afterwards, by the
statute of 15 Edw. I., when the clergy were multiplied
so that it was difficult to distinguish them from
the people, as the learning was chiefly confined
to those in the clergy. At that time the benefit of
clergy was extended to all those who could read Latin,
but it was more extended to demon and smaller
clergy, than were formerly excluded. On the other
hand, the statute of 3 and 4 Hen. VIII., c. 35,
was extended to enable clergymen indiscriminately
in all clergymen's offences, whether they
were able to read or not. This difference, however,
still exists. It is this day that common
clergymen are granted, as a clergyman of,
offence if they have taken advantage of the benefit
of clergy. We have here a point in the
which, if imprisoned, are held in the
clergy in some other inferior punishment
unless in way of commutation. But clergymen
are thus deprived or are intitled to the benefit
of the clergy in all clergymen's offences without any
kind of commutation by way of commutation.
This was decided in the great question of the
sentence of Kingston by the high court of burlad
and this difference of that happen.
are entitled to the benefit of clergy only actually proved.

The benefit of clergy when once arrived at amount to & figures not only in the sentence, in which it is brought but for all clergy before that time committed. Benefit of clergy is allowed in all felony unless expressly then by taken away by that. This privilege of the clergy was formerly specially pleaded in an indictment and called a declinatory plea. But that practice has now gone out of use because as the offender was allowed to take advantage of this privilege after conviction, until 28th case where he could before conviction to be 26th it might be admitted. In other practice not being 26th allowed to take advantage of this privilege. It was found extremely disadvantageous to use discontinued.

Transitive to that class of offenses denominated felonies, all classes of offenses which partially included. That is felonies in criminal.

**Homicide**

...the term di ne: the killing of any human being creature — or intentionally unwitting. Of homicide.
Homicide justified homicide consists in the
actual killing of a human creature but under
such circumstances that the law prescribes
the omission of guilt in the act of killing itself.
For it is not necessarily a crime to kill a
human being it cannot be a crime.

Justifiable homicide is of several kinds
Most such are occasioned by necessity, e.g.,
where a sheriff executes the sentence of the
law courts— he acts as an instrument of carrying
the law into execution— he commits no crime
nor in guilt contributable to the act. But it con-
stitute a justifiable homicide if it be done
not only that it be requisite to be done in
the name or his dignity, which in law in the same
case for one thing per aliam caret hic— i.e.,
that the act be done a man that is actually attainted he
may be guilty of murder as the case may be.
And to he does not act under the compulsion
of the law if he does it otherwise than the law
requires— or if another human kills another
human that is actually attainted he is deemed guilty of mur-
der. The sheriff or officer must do it also in the man-
ner once prescribed by law— he must in doing of
what he does the sentence of the law— otherwise
the act without and thereby— when of the court
of King's Bench order to enable the King-Public Worship
and the office sincere. The officer is unable to
make any promise to it in the presence of any
persons the officer in executing a man the said
sentence must have been passed by a court of a
competent jurisdiction. Otherwise both to be
The sheriff or officer of the judge who passed it.
The sentence are guilty of murder. — In this State
while sentence would be done in public. But 106.
If the jury find an offence at the court, having
their cognizance of the offence, pass such a judgment 105-106
to find that said punishment or is not by law able
annulled at the offence found (as if it were death) 108.
The officers only know the offense there is not
quality of murder — In the sheriff — the court, having
a right to pass such judgment) is bound by which
the sentence of the court — Then if the jury 106
upon an indictment is a breach of the peace or trea-
by find the defendant guilty — if the court pass 38
judgment of death upon him. The judge 33 are
are liable to murderers but the sheriff 106 by
and 2.

Legally Homicide is justifiable in certain kind
cases when committed for the advancement of public
justice — if an officer in arresting a man
in pursuance of a civil or criminal process
of law is opposed or resisted he may lawfully kill —
Homicide — of any degree of one person
while he overrun the resistance — is also he may
not do the same in obedience to a warrant or other lawful
order, he shall be held as an arrest if he is found at large, and it
be taken in order to effect a indiscrimination which
is said in the book that the officer in such
cases actuated by the personal of the
one who is committed, they never
shall be held as an arrest if they are
not in the house of the officer or any
person who attempt to arrest him
in the attempt — he from thence, they never
shall be held as an arrest if they are
not in the house of the officer or any
person who attempt to arrest him in
the attempt — the person so killed shall be,
or will, according to the personal of the
one who is committed, they never
shall be held as an arrest if they are
not in the house of the officer or any
person who attempt to arrest him in
the attempt — the person so killed shall be,
Thirdly, homicide is justifiable whenever a person is in danger of being injured by the commission of a criminal offense. And the general rule is that where a crime is of such a nature as to be committed with force or violence, and the defendant is in danger of being injured by the commission of the crime, he may kill the defendant to prevent the commission of the crime. But this rule applies only to cases where the crime attempted to be committed is of such a nature that it is reasonable to believe that the force or violence used in committing the crime will be sufficient to prevent the injury. If a person attempts to kill another in order to prevent the commission of a crime, he may kill the defendant to prevent the injury. But if the force or violence used in committing the crime is such as to be insufficient to prevent the injury, the defendant may be justified in killing the defendant in self-defense. Thus, if a person attempts to kill a man in order to prevent the commission of a crime, and the defendant is in danger of being injured by the commission of the crime, he may kill the defendant to prevent the injury. But if the force or violence used in committing the crime is such as to be insufficient to prevent the injury, the defendant may be justified in killing the defendant to prevent the injury. But if the force or violence used in committing the crime is such as to be insufficient to prevent the injury, the defendant may be justified in killing the defendant to prevent the injury. But if the force or violence used in committing the crime is such as to be insufficient to prevent the injury, the defendant may be justified in killing the defendant to prevent the injury.
Homicide. If a forcible attempt is made upon the
person of another, and not with an intent to
kill, or commit a capital offence, the person so at-
tackened is liable for the assault.

If a forcible attempt is made upon the person of
a wife or child, and not with an intent to kill,
the attempt is as serious as if it had been
in a capital offence.

It is said that a wife or child may be slain by
its lawful parent or guardian without justifica-
tion, but this is not the rule.

The law lays it down as a rule that the
hus-
band or a parent may do the same to his
wife
or child, except in self-defense.

The case of a husband or parent, even in self-
defense, is not capital.

In the case of a husband or parent, even in self-
defense, the attempt is not capital.

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its lawful parent or guardian without justifica-
tion, but this is not the rule.

The case of a husband or parent, even in self-
defense, is not capital.
Theoretically placed it would be certain that the Wyne or the Quay as amounting to the general. Since it has been agreed that no man is free to be convicted except a man. In the general I think this is not the universal opinion but it seems that he is the better opinion. It is unnecessary to append a sentence that a justifiable act is not punished at all.

Homicide of the second kind is considered Executable - which the is different anciently in point of guilt & punishment from justifiable homicide. Hence move it in a very small degree - one nominally - that can be other punishment attached to it. The true difference between the two is that one is lawful but the other is not.

Homicide of the second kind is of two kinds. The first is homicide in self-defense (or by misadventure & secondly homicide in self-defense. It is of self-defense which is voluntary & done with mother & under circumstances which in law constitute an excuse.

Homicide by misadventure is where one doing a lawful act - without intention of doing any mischief - involuntary. Thus the mistake kills another - as if one between two about his ordinary business & the head of a neighboring
Homicide—kills one who stands by. — as in one car
riding a horse & another who is not the
revenuer & kills a third person — the rules con-
nect homicide by mere adventure & the one who
willed the horse is guilty of manslaughter.
However may the goods the thief use is often but
for to way of example — I do not see on the order-
copy saw anything to do with the killing — the
killing horse is supposed to be the instrument that
the kill — I seem to me says he that the case
which is precisely the same as if one was in a
boat & another by pushing the boat against a
boat the person in the boat had no agency or in-
strumentality in his death at all. — The act
in doing which the death was occasioned
must express visibly & actual to make the
homicide executable. Thus a person may
brate correct his child & death ensue he
is executable — so murder may correct his relative
a relative matter to his mind — a father his for-
getter once he — the rule is that they may in short
is moderate & reasonable complication — When it
which theproofment is outrageed. The execution-
ment exceeds all manner of reason — a of don-
with an instrument as part till embarrassing
like it in manslaughter or murder wrote can may
For such circumstances will come—Public wrongs
times receive an interpretation of a deliberate killing
intent and 'ill. So where a Blacksmith beat 24 or
one of his 2 months with a bar of iron and the 1833
he died it was held to be murder. Since the
act done upon the death accidentally comes
in an unknown act the author is guilty of
manslaughter or murder—alibam in
his treatise on evidence contenquenue where he
but not to those made in re—Tate and says 407
the blood very correctly—In all the cases
of accidental homicide manslaughter will
be found to that kind. Thus the explication above
from instance is malam prohibitum and a nat-
ural punitive crime—wherefore if one in endea-
vouring to protect himself should with a rush stave
knock down man—structure here will so that the 258
die—the crime would be the same as if doing a law-
gal act. But if the unlawful act were trespassing being
death ensuing upon that act accidentally, it's a man by
slightest—If the unlawful act were a lawful act
the accidental death of a person in consequence 184
would be murder. But if a man in shootings his ne-
mongers horse would accidentally kill 112
the crime or any other reason the crime would be
manslaughter—But if he in shooting his neighbour's
managel and with a determined intent to heal it
because of excusing you is said in the Public Wrong books - but say the words it seems to me incorrect. Homicide is necessary in the attempt to escape death it is justifiable. I assert it is excusable. It is not to be understood that a man may
hit his adversary every time he is assaulted - it must appear that great bodily harm was inteneded I would otherwise have been maltreated. Thus if the opponent is a weak man there is no instrument by which he can take advantage of this
advantage when a strong man - the latter can
in no manner be excused for killing the former.
The law shows a degree of indulgence to the judg-
ment of the slayer in this respect - it is not ex-
pected that he can deliberate with a great deal
of accuracy or correctly - he can however never
be excused in the principle of having intimidated
justice - this must be left for the law to do. First
it is many times difficult say the Gould to distin-
guish between what the law term manslaughter - being
one degree of excusable homicide - and the true 31
criterion between these seems to be this - when whole
both parties are actually fighting or combating 181
at the time when the mortal stroke is given. The 181
slayer is then guilty of murder. But if the 181
slayer had not begun to fight after having begun an
decorous decline any other stroke afterward.
Firmicule - being closely pressed by her antagonist hath
been & would be taken off 'till her
heads would excusable by false pretences, this rule says
how the ground in the present cases is liable & allows
one - I seems to carry what an idea that if both
have are striving for victory - as a most common thing
if it is but manifestly evident of the assistant
being killed in the antagonist - according to some opinion
it is immaterial in such case whether the as-
istant or his antagonist is killed - but says
276-8 He should take it to be now settled that the party
295 who affixed can never be excused for killing his
fellow antagonist during the fray. It ails of the
103 assistant with malice present - attacks an-
123 other with an intention of killing him - and
being then sending his antagonist superior in strength
55 tries to decline the combat & ending it unleg-
123-0 only kill the other - he is guilty of murder.
When two persons agree before hand & light an in-
23-1 dwelling - taking me as one taking the other such-
112 no known like in danger - it is murder there
while endeavour to & decline the combat - if thus on the
446 ground of malice, presence - no man has a
435 right to give another death & kill him on
being condition that he may have liberty to kill this
125 other - in such case each has a precedent
431 deliberate purpose until & before bodily harm
And one according to the usual action, without any proclamation, and is not a null and voidable, in consequence of a consent, and agreement, between the parties. If it be otherwise, it is not the understanding of any party, that the agreement is lost by the execution. The agreement was the act of the parties, and the execution is that act of the parties are not continued, and if the action is not where the court or where the parties have a right in the execution, to compel them to agree. The agreement apes no appearance. The parties, where the power of the court or the parties are not have done it to take the execution. In a deed the second hand makes the power are guilty of murder and do. To evidence I came from the second and both, that parties are guilty of murder by any means. It is not but the case that the second of the parties who are guilty of murder. This is however a misdemeanor, but which constitutes an excuse. In the usual extent of the civil natural relations of any party killing. And when the husband is accused of killing or any injury of the person of the husband accused as the word would denote it, in the absence of the person. In a murder he may be accused for killing and murder in the absence of the person. In all these cases the killing may be excused.
Homicide - under the same circumstances and on the same grounds as if the person accused had done it in self defence - even a stranger may interfere in all these cases when a casted defence is attempted to be produced in killing unless a man to present may have. The slitter of an office who attempts to make an arrest in murder - and whether the proofs were reducible of not - provided it were so. The face of it - and the general issue that the office is justifiable in executing any process is him directed if the same is read on the face of it - because while the office here no means are known whether the process is legal or not.

And matter of course must always be given in 1851-1855 and under the general issue. It is impossible with that matter of course can bar an indictment - it only goes in mitigation of the great offence committed: It is said by Lord Coke 1688-1835 that excusable homicide was anciently punished with death. - But this has by later writers been denied - the authority which Lord Coke did not make no means support this opinion, I trust says.

He could that the same would have been the case of the attempt law - in many important situations. But I do known that at London it occurred a total 282 88 88 in similar forfeiture of taxes, etc. 381.
But a pardon & writ of restitution Publick wrongs
was on of course granted whilst there was no
actual forfeiture. At late however it has become
the practice in such case to direct the jury to
bring in a verdict of acquitted - I am incli-
ned to think that Sir Rowland was the
judge who first introduced this practice - It was
hard to think who said I directed the jury to bring in a
verdict of acquitted if they did it accordingly. But why
didst thou bind that any punishment aguilt 4th &
should even have been attached to that crime if it
is excusable - this term seems to preclude the idea of guilt - I suppose say it bound that the 15
only sense in which it can be considered as 1st &
explained is - that the Slaves shall be executed. And
from the punishment annexed generally to man 4th
slaves in a mending - & a total forfeiture house
& property entered when conviction it would 285
come under the denomination of felonious robbery
so it seemed have been 285 p 45
but as there is no forfeiture now - it is not a word
living - the offender is more strictly fined in 385
labeled to harden & restitution of goods - at late. So the
judge directs a general verdict of acquittal. 385
In excusable homicide there are no accessories liable
because it is no living.

Hale - 815 - 445

Thus far as to justicable - excusable homicide
Homicide - Homicide is the killing of any human creature without justification or cause.

VII. 1. It may either be the destruction of one's own life or that of another.

VII. 2. Murder is in law termed a felony or theft in common parlance a homicide. A felony is the act of one who deliberately puts an end to his own life or commits any unlawful malicious act the immediate consequence of which is his own death. If one requests another to kill him, the done is not a felony done but the latter is a murderer because the request is void. Any person. If a, b, c, be murdered while been of some diversion - cannot mention it.

Therefore, there is neither a man not be gloved.

There is no legal guilt in their acts. All mer-

die act of destruction, but the tendency

termination of justice. Thus to take his own life.

It is not strictly proper to say that all mur-
die is attended with any formal consequence

whatever is done to the body after the death is no punishment yet for the purpose of deter-

ring others, from the commission of a like act.

Hike, the state of law requires that they should have

an ignominious burial - in the highways.

Hence be inscribed &c. & all his goods. He beelled. He
die are not baked because there was no attenda.
In all the cases that I have heard... Public wrongs
have come within my knowledge in this State.
the jury have universally returned a verdict
of insanity—taking it granted as Blackstone
writs there that they must necessarily have been
insane to commit that on the malefactor Black. For
then does not this rule de a true name of course?
A verdict of blood
of the kind taken in property, from the statute 263
because if he were insane he was not able to act. 289
But they tell the judge if an should be a word forible
as a false act be a verdict of the act be returned 180
I know nothing to present a perfect state of
property in this State as well as in England.
The next species of felony is homicide which is that of
killing another man without justification
or excuse in either with or without malice
voluntary or involuntary. The circumstances
with or without malice create two divisions
the one called—malice aforehand
the other called—malice in fact—the specific difference between them being 180—
that the former is without malice in fact—(Hawk
ment of law) the latter with malice. Malice afore
in law, differs in signification from malice as hotly
used in common conversation—Malice in law is
not—base or malevolence—but it is taking unlaw-
ful or wicked motive indicative of a depraved
malignant heart.
Homicide - Manslaughter, is the unlawful killing of another person with malice aforethought. It may be either voluntary or involuntary. (d) Intentional or unin-tentional. Manslaughter admits of no accessory before the fact - because the act is not supposed to be done premeditated. But there may be accessory after the fact as well in the ordinary course of crime.

441. Voluntary manslaughter is that where
a. When a sudden quarrel takes place and one kills the other, it is manslaughter of the voluntary kind, being in the act of self-defense.
b. The acceptance or the attack on the other side is mere chance, decided by the fighting itself.
144-5. In this manner, if the party who accepts the challenge or the party who is attacked, is killed in the attempt - it is murder if the party who is killed, knew or was informed of the fact before he incurred the danger - if he did not know his effect it is manslaughter.

444. Manslaughter. Every man has a right to prevent the killing of his neighbors, if it is his duty to prevent it possible evil violence of this kind. And where the parties are attempting to kill each other, the crime of killing a third person would be the same as reality and fact.
A person is greatly provoked by an Public wrongs other more incident as by pulling a snare where his nose is snarling in his face & immediately - 156 - kill him - the killing in manslaughter & not in murder - but if sufficient time had been clapped to for the passion to cool it is murder - so consider that murder it is indispensably necessary that if there be malice aforethought a malice for some At this what Blackstone calls a fix deliberate purpose 224-232 3d. That the it is true in general that if one be provoked by some great indignity that he who excites that provocation the crime is only 1st degree manslaughter - yet this is not universal (see 454-454) if the manner of executing his revenge maiming or a set deliberate purpose of killing it will be murder the same immediately and in the black heat of passion - or where the keeper of the Park 196 found a boy stealing wood in the park & tied him being to a hotter task & let the horse a running so that if the boy was killed it was held to be murder not 1st degree manslaughter. If a man finds another in the 486 act of adultery with his wife & kill him on the spot that - it is not murder but manslaughter 212 but 212 that it is not murder to one under the impulse of 212 that it is not murder to one under the impulse of 212 of strong & deep provocation by the misconduct of the 191 Au since & kill him - yet there words have a insult - ing contemptuous or provoking - or a profane gesture -
Homicide — a breach of engagement or friendship
in land — are never sufficient to make the
446. crime of killing a heir in error. Since
185 is the manner in which it is done, manifestly endanger
184 of & death accidentally occur, the crime
here is nothing more than one manslaughter. It is
the laid down in letting @ color reports that

186 to the moment a sudden arising between 2 to 2
friend of 2 & suddenly interposing, & kills. If

it is only manslaughter — This rule only
because would be laid down too generally it need
of qualifying — The fact is if he interposes to de-
force under a pretense of accidental occasion
185 the death of B is manslaughter only, but if
the manner of interposing & being in such
as manifest an intention @ kill it in murder.

Where domestic, civil or natural relations
interpose in one another defence in a quar-
due quarrel — homicide may be excusable.
181 In self-defense as it arises from an ad
184 necessity — but where there is no necessity sus-
dicile is occasioned by a sudden act of revenge
in manslaughter.
182 to involuntary manslaughter — There is no
term deduced is unintentional homicide. Public wrongs
but differs from homicide by misadventure being
in its ensuing upon an unlawful act which is
malum in se — whereas homicide by misadventure
ensues upon a lawful act or upon an act
merely malum prohibitum — so if one
occasion the death of another by an act
malum prohibitum the rule is the same as if
the act were unlawful & the wrong not-maladventure
but homicide by misadventure. Then
is expressly be unqualified & will done in
for shooting at 3 ships another person it is only
homicide by misadventure. Man little while
dangerous in such short one accidentally kills 337
another it in manslaughter. But the homicide
accidentally ensuing upon an lawful act in the general
homicide by misadventure yet the act of law
lawful per se & not contrary conformed to done in an
hurtful manner & death accidentally come 112
it is manslaughter. Thus if one when a building &
in a act throw down stones or stone into the
street where people are continually passing — let little
injury of manslaughter even though he arise out of
into the well or in the under way hand under — fifth act
discharge a gun in some piece of open men resort &
another be killed to very accidentally it is manslaughter.
also the discharging of a gun is not for he lawful. Pl
Homicide—When the voluntary homicide is committed un-

196. If on an unlawful act in manslaughter in general, 
and it is not to be understood in that that voluntarily 
while done with an unlawful act in that max-

272. infanticide—of the unlawful act be not infirm, more 
which than a civil trespass's voluntary homicide in-

268. more upon that act in manslaughter only, but 
being of the unlawful act in a felony—then, the killing 
111-116 is murder.

the manslaughter is a felony—but being a clerical 
91. offence is not capital in the first instance 
Bled., but the offender to lose all his goods, chattels 
452. (96, 196, 197) by way of commutation is turn-

494 edd. in the hand

195. 204. 492. The manner of allowing the benefic of her-

587. ap.—among the ordinary & bishop (when two 
the clerks were indicted) demanded his clerical 
The king's court & it accorded and in the law of 
course entitled to the privilege. This practice 
continued till the statute when was enacted 
whereby all persons clerical no not were execrable 
in all clericalable offence allowed the benefic 
if they whether they could redd or not. estate 
once happened in the court of Kings Bench say 
the grand while being was chief justice where 
when the conviction of a man in manslaughter the 
the benefit of clergy was prayed to the principle.
the business standing by a line in Public Records.

Some ancient alien eauere on publick

read, to wit, when her not reading

and being addressing himself to the bills

are usual in such occasion, and when

legal and non-legal, in which the Party is called in

The said Justice desert is the same place

court of and you come in again with new a claim you shall form

now this out of here. The head of the clerical office

came into court again be this particular

to read some one of an interior city.

In Connecticut, voluntary manslaughter is

punished with forfeiture of goods, &c.,

whipping, paralyzing, in the hand—first it has

been adjudged that voluntary manslaughter

is not within the state therefore only

punishable in a misdemeanor at law. &c.

There have been two instances, and different kinds

of voluntary manslaughter in those states.

The third species of felonious homicide is
denominated Murder— which term was

anciently used and it noted a secret homicide

a killing—but now it is according to the
definition of homicide where a human or

reasonable creature in being, or under the care

peace with prudence above that will either abridge, smite,
The definition should take into account not only the elementary acts but also the nature of the refusal. If anyone refuses to perform an unlawful killing, any reasonable creature with malice aforethought either explicitly or implied, the definition could be less objectionable. The difference between voluntary manslaughter and murder is that the latter is committed when a murder is imminent or has occurred. The latter, on the other hand, is deliberate and intentional to kill. In the former, there is no malice, but in the latter, malice is present as a necessary ingredient. But the definition should take into account the person of sound memory and discretion. The refusal must be done by a person of sound memory and discretion. The refusal should be an unnecessary part of the definition. It is implied in the refusal. It is clear that a person not of sound memory and discretion is in no manner subject to any kind of punishment. For there can be no criminal intent where there is a want of will, and contemplation of law and its punishment, and will.

The definition further requires the person to unlawfully kill. The unlawful act of the section.
arise from the want of justification. Public wrong
in excuse. There must also be an actual
killing — in an assault merely the act is an
intention to kill is no murder — anciently this
was it is said an assault with such intention
merely was punishable with death. To con-
stitute murder the killing must not neces-
sarily be directly — as by a blow or stroke, or the shot
discharged again — but any act that produces 118
consequence of which may be a eventually to the
death is murder if committed wilfully. 118
with deliberate intent to kill — whenever the Leach
puts poison in any way — in sets or traps — 119
intends or intends by the force of mechanical force
hovers in other way to kill — if death ensues it
is a guilty of murder and he had done it
directly by his own hands. Leach's report
says He should be a very high authority he
was a good reporter — I always cite him while
when I can find a case in point — 149
The case of the son who by carrying her father 150
out of doors & exposing him to the inclemency 197
of a cold morning — who held a morda thong 198
direct & terrible act — so where a woman car 118
ried her child into the woods & covered it with
leaves with an intention to have it die — Ca. 199
Ashok it fleshed it. it was held to be murder.
Homicide - to kill a person may be guilty of murder if
black where the immediate act of destruction is done
by another - of one inciting a mad man while
killing another - or by force of imprisonment
58 a third person to testify against or accuse another
shall testify so that he be executed - It is murder in
481-6 both cases. Whether the giving false testimony
442-461 against another with an intent to procure him
liable conviction executed - the be not in fact executed
5-- is a question not yet settled judiciously. It is agreed
states by Forte & Blackstone that this offence was ancient
162 by capital - but as there has been no case wherein
since it has been punished capitally - the modern
44 law to avoid the danger of determining whether a time
shred testifying in criminal cases - has not punished the
120 offence capitally. The only ground of difference from
whether other cases of ineffectually and unassurance & procure
270 another's death is the interpretation of law - This
seems to the ground of doubt - but upon all good I
imagine it does not differ from the procuring
one man to kill another - this is ineffectual that
275 takes been law not capital. But that makes that if any
person rise up by false witness willfully & at pur-
pose to take away any man's life such offender
shall be cut & ejected. This makes this crime of
bearing false witness create the same case &
it does not appear that the person accused be
such cases torturers should be acti-andlic strong
ally condemned and executed in order to make the
perpetrators with death punished murder. 'Thud
a physician administering such medicine or a
surgeon make the application as a consequence the
take away the life of a patient - it is only he who
is to be blamed by misadventure. It has been said how
the surgeon or physician do not in consequence of
medicine by whom administered it is punished - but, in this
this seemed late to be very questionable. It
says he very proper though a breach, it being
a breach. But a breach in administering medici-
ze one does not do what the law intends, the
law does not prohibit inaction - nor make
it breach, in that the rule is questioned by
all the modern authorities.
No person can be adjudged in law to have
led another unless the death happens within
a year and a day after the injury done or
cased death administered. As it becomes
more and more uncertain the more time inter-
ences after the cause of death administered, whether
the death was in consequence of that or some
other cause - the law has fixed a certain day -
in computing the time on which the cri-

SOMEBE - yet wanted well to be received. And he
\[\text{\footnotesize last day. If the death happened}
\]
\[\text{\footnotesize within a week or a day or within six months.}
\]
\[\text{\footnotesize three after the supposed cause of death was received}
\]
\[\text{\footnotesize by his father. If a father, the death was occurred by}
\]
\[\text{\footnotesize that cause. If the deceased did die within the}
\]
\[\text{\footnotesize year, it is no excuse to the presence. If he}
\]
\[\text{\footnotesize that he would not have died if proper care and attention had been}
\]
\[\text{\footnotesize been brought upon him. He can more avail himself of}
\]
\[\text{\footnotesize all the neglect of others in not using the best means}
\]
\[\text{\footnotesize of cure. But is one given another a secondnot}
\]
\[\text{\footnotesize kind of insult, and such applications are made that life}
\]
\[\text{\footnotesize is destroyed - The person in digsting the wound in not}
\]
\[\text{\footnotesize a slight manner. If a person be indicted for one}
\]
\[\text{\footnotesize species of killing - he cannot be convicted by evi-
}\]
\[\text{\footnotesize dence of a totally different species of killing.}
\]
\[\text{\footnotesize Thus if one is indicted for poisoning and to evi-
}\]
\[\text{\footnotesize dence that he shot him will not support the}
\]
\[\text{\footnotesize indictment - or if one be indicted for shooting}
\]
\[\text{\footnotesize a with a bow killing another - the evidence be}
\]
\[\text{\footnotesize the that he threw him at death - or if one be indic-
}\]
\[\text{\footnotesize ed for shooting a with a bow killing a personin-
}\]
\[\text{\footnotesize with another evidence that he drawed him will}
\]
\[\text{\footnotesize never support the indictment. But where the}
\]
\[\text{\footnotesize evidence occurs only in circumstances - the}
\]
\[\text{\footnotesize only if the indictment be for killing with an ace}
\]
& the evidence be of killing with a Public Sword.

The offense will be proved by the

Prime, if two persons are indicted together as principal— one of the first degree & the other 1/4 of the second degree—the one by striking & the other, as standing up-adding it to

Evidencing the evidence that the latter struck a blow

killed the former stood by aiding & assenting will support the indictment. It is pled

laid down as a general rule in杀死 cases that in an indictment to murder it either

must be stated that the offender gave the deceased 22

an unawed wounding or killing— & that this is independen-

able—but suppose you? Underhand this rule

can only apply to those cases where the man did
dead alone with actual force or violence & not 137

cases of stabbing or poisoning. The whole is 17. in

the killing, and but the definition requires 121

that the person killed be a reasonable being in which

being under the king's peace — & the definition 455

requires that the person killed be under the

peace law that the good offense must be

within the rule— being persons there are except

alien enemies whom it is the duty of Englishmen

to kill— & a person under the peace — & the person killed must have been in being 121

see the killing of an unborn infant is not murder 137.

de but a misbirth. An unborn infant or 138
Homicide for some civil purposes deemed in law
illegitimate - but in this homicide it is otherwise
[ illegible text]
50 the child be born alive - with the
and whether received before the birth - it seems by the
better opinion to be murder - Lord Hale however
[ illegible text]
[ illegible text]
452 differs in criminal law from other
[ illegible text]
[ illegible text]
453 doubles her then within a twelve day from
[ illegible text]
[ illegible text]
458 of that reasonable cause the Lord Coke doubts
[ illegible text]
[ illegible text]
122 no statute man from beast - but the faculty
[ illegible text]
[ illegible text]
[ illegible text]
[ illegible text]
429 from othersmen. If a cruel
[ illegible text]
[ illegible text]
127 another shall one unborn child - it is reduce
[ illegible text]
[ illegible text]
[ illegible text]
433 otherwise only in respect the rule of evidence.
[ illegible text]
[ illegible text]
[ illegible text]
[ illegible text]
[ illegible text]
a bastard incapable of being born. 

He conceals the birth or death of an illegitimate child, the mother may be put to death by hanging, or have one hour with a rope round her neck and be mutilated at the direction of the court.

Having pursued the definition of Lord Coke therein given, it remains to explain what is meant by murder throughout, either in adult or in child. The grand criterion is distinguish murder.
Homicide - from all other kinds of homicide -

The court says: Where there is no intent to kill or malicious

But if any evil design - the act is true of unmixed

The court says: The jury are to determine what constitutes

Malice - but the jury are to ascertain in the

No, into a circumstance which go to make

But the malice - to that it is a mixed ques-

This is a matter of law - as in the case of delict. The

14.5 circumstances under which the acts were

778 stolen being found by the jury the court

are regularly to determine whether or no-

The stolen acts to malice. As in the

6.44 Mercantile law a Bill of Exchange being dire-

beneath the court. And the jury are to deter-

mine what is a reasonable time within

which to give notice to the drawer. In all

of these cases the court in charging the jury

are to tell them whether upon finding certain

facts, they are to consider them as amounting

to malice. To find the presence guilty or not.

Malice prehensio is either express or imputa-

Malice express is where one with a deliberate +

formed design to kill is not a particular individ-

ual, but rather all that individual in
execution of his design. Thus, formal public wrong
threatens formal prudence - lying in wait and
ambush, with a designed hill - circumstantial
cases like these are deemed & amount to mala
licita to where one kills another in conse-
quence of an act indicating enormity & aill.
Hurd - by shooting a ball into a crowd of
people, not meaning at any particular indivi-
dual - it is in both cases malaire ex be
intended that the declarer first commenced. Hurd
the quarrel he took the first fire - or that the
prisoner accepted the challenge voluntarily. Hurd
is said not intend to kill - only to wound - viz
all these cases are homicide or murder by
express malice. The second of the prisoner
are also guilty of murder by express malice.
The giving of a challenge is at law, saw a high or
misdemeanor - 8 to the statutes of this state &
of New York have made it - but there is none of
these statutes for the purpose of making it a hostile
high malice misdeemnor. He person upon 8 is
not manslaughter or upon a mere slight provocation/hits
rises with a ball & kills another it is malaire ex be
Blackstone tells thus malice implied & such
one-expressly undermines good, thinks very correctly.
Homicide. Black here, murder caused by the intention
of distinct and very reprehensible—see in the
black distinction between malice express and malice im-
plied in every obscure and almost unintelligible.
which also is one upon a murder great provocation
will another but in a manner of frolic, a
while passion arrested and manifest a deliberate in-
tent to kill him is guilty of murder by malice ex-
press. It is where a spark keeps fuel alight to a
horse's tail in that the horse by running kill the
being to is when a sudden quarrel or affray one kills
his antagonist but under such circumstances
which show that the was master of his passion—
not in a sudden rage, he is guilty of murder
by malice express. But where it is merely and
sudden act of revenge, the person is influenced by
passion, it is only manslaughter.
Malice implied in where one kills another in con-
sequence of some bruising act—intending it ei-
ther entirely or principally for some other pur-
pose more than the killing of the human being. Thus
in 122.0.3 where shooting a dumbkill and with intent to kill
While it to kill the same or some other human the
200-1 law implies malice. So if a kill be discharged
hitting at one and another be killed thereof. If in practice ex-
117.7 by the he does not kill where it intended for
his object was to consent. There exists the same kind
Once more—If poison be exposed to the public for the purpose of promoting, not merely to harm, thereby it is malice implied. But if the unlawful act attempted be done must be by being made the cause of the killing, it will be one—a mere consequence. I should define express malice—are the words I implied malice differently from any defini-
tion I have seen. Express malice—Which seems to me to be that which in point of fact 126
concurs with the act of killing. But implied one-globe
lieve I take it to be that which concurs with the act 81
not in point of fact but by imputation of law. While
and one should give degrees to a woman with in-
tent to procure an abortion of the woman herself. 181
would thereby die—on if one give abortion ab-
81e to his wife with intent to poison her, the first
save the wife to her child whereby the child 861
died, in both cases the malice is implied because
he was not influenced by any intent of self. Leech
the child—by legal imputation malice is 115
implied. If a man kills an officer to the pur-
pose of escaping an arrest it is said to be ma-35-135
ile implicit—because his only object is to escape. 368
It is no excuse for the presence that the person
of arrest is erroneous—in a process not erroneous
when the face of it is not said—indeed if the pro-
cess were void the presence cannot avail himself.
homicide at it because the officer is never bound to
show his warrant or even to make known the
flaunt cause of arrest until the arrest is made.
120-130 and it is no excuse that the party did not
give the name of the object. There is however
66-5 a distinction to be observed between a public
justice officer and a private person especially autho-
135 rized to make arrests - for the former is never bound
91-2 to show his warrant - but a private
618 servant must show his warrant before he can
proceed to all lengths in making an arrest.
But it is not to be understood that a private per-
son making an arrest without showing his
warrant may be lawfully killed - on the other
hand it may be made to kill him. It has
been lately settled by the court of kings Bench
in England - that where one is indicted for
killing an officer the officer is not bound
44R. to allege in the indictment or to show that the
officer arrest was attempted to be made by an officer.
This is a matter which can always be ascertained
488 by the officers presence - if the will - to avoid himself
44C of the advantage of proving that he was not an
glove officer. It likewise is impracticable malicious
67 C is prima facie murder. It there is anything which
will have a tendency to mitigate the punishment of
the offender must show it to in him liberality; but
The evidence contains that owing the Publick Serfs
procedure hear no proof to make out - So that being
the case it is only approved the seeing 3521
is not incumbent on him to show under what circum-
cumstances the act was done. Every named 233
in murder unless punished by the permission of 4.366
the law or by the circumstance of the case - or 221
unless accused by a person or in self defense or hand
a murder committed into manslaughter by it 455
being the involuntary consequence of some act
351 lawful malicious act.

374 lem. Law that was a clergyable offence - but 25
by the Stat. 28 Hen. 3d 34 Edin. 3d 4 Edin.
clergy - principal & accessories before the fact
are arrested at clergy - accessories after the fact
are still allowed the benefit of clergy. So that fact
both at Lem law & by one that principal & accessory - 536
vicin the fact are punished with death. 21361
The sentence of the court in such case is that 2135
the prisoners be hanged by the neck till dead. If a man 14361
man condemned to death pleads pregnancy 3345
execution shall be suspended until the be 12 hand
livered. Pregnancy however in no excuse for 235
not linding - that cannot delay judgment. Such
and conviction - at reprieve however can be 478
need but only once for their cause. The execution
of a condemnation is never complete till he is dead
Homoeo— I have often heard some old Scheme-tyl ton sage the great merit of this subject among the common people, and it seems like the prece-
dent of opinion among them that if a man be hanged for prison being out, and if the rope be cut while the should receive him — he shall be set at liberty. But says the sage there is no foundation for such a matter as this — he is not liable to be hanged again immediately as once he was. The State is the duty of the office.

There is a species of homoeo— I say the sage did not seem that just now considered on account of its great atrocity. This species of murderable
Petil Greban — and involves in the
state allegiance — this is what renders it more than ordinarily heinous. Incidentally piracy — the
attempts of the ash to kill her husband were pun-
ished as petty treason, but at this day nothing
that, but the wife actually killing her husband or the
master — a man ecclesiasticall for-
ished for his inferior — in solitude — these are the only
three cases in which petty treason may be com-
mitted — but the killing of a man in a prison
imprison is to be inferred as a murder by the wife
and her can never be petty treason which the killing beun
in such circumstances as is done by any other
would be murder or done to another person by the same.”
The crime of petty treason is not Public Writing. The relative situation of the parties before the act done. Petty treason is always murder, but the term is not convertible—murder is not always petty treason. Murder is in the sense of petty treason in the relative of husband and wife, not by their divorce decreed. But if a woman divorced a vicarious matrimonial kills her husband—divorced it is murder only. If a wife procures one to kill her husband, she is accessory not petty treason. There is murder—because the crime of the accessory of the principal is murder. In the other hand if a stranger procures the wife to kill her husband, the stranger is accessory to petty treason. The statute of Edward I provided only for servants who killed their masters. The servants who killed their mistresses—In hotch-potch construction when this statute, however it has been extended to the killing one's mistress—The statute is cited as an exception to the general 1832 statute that penal statutes should be construed strictly. It is said also that the man, like Henry, if a man by his servant after the relation

99
Homicide of master, servant is determined but in
some instances of malice concurred during the
203 time of his being servant in petty treason.

This may explain idly construing the statute lib-
erally—more so than in the former case re-
garding the master.

The murder of
the father by the child is not petty treason and by
a reasonable construction the child can be
considered a servant both to father and child
as such is not regularly a servant— or it will
be remembered that it could stand under the
title of Parent.

Child it was observed that a child
becomes emancipated at the age of twenty one on
181 by marriage or by entering into the king's ser-
vice as soldey and in general by entering into
181-2 truce of the father over the son. But if the child
be under 21 years of age at home in his father's
office the killing of his father in such case
would be petty treason— if it were 21 he become

I have a servant either by contract express or im-
plied, he is as capable of committing petty treason
as any body. Petty treason was originally a
203-2 chargeable felony but by Stat. 12 Hen. 6th.

This law has been extended to other persons and
connections & accessories of treason.
The punishment annexed to the crime of public
murder is death, male shall be drawn to the
 gallows on a hurdle & executed - that female, 188
shall be drawn on a hurdle & burnt - The text while
so exact however exact, that they shall be hanged or
instead of being burnt, in an indictment, to yet Lest
the treasurer the offender may be acquitted, if that 397
Leminate of murder or of manslaughter
Arson is the wilful malicious burning of the 223-
house or out house of another. Not only the dwellings,
but houses or another but all the buildings within
the curtilage or immediate of the dwelling-bone to
are subjects of arson - or however, shall have mixed-1 long
house or house a barn filled with corn is a subject of
burn or all this shall be the not written the 155-
burn of corn. A stack of corn also was accidenly a subject of
burn of corn - but now in this of these cases 1 hour
alteration has been effectuated by a variety of that 289
but the burning of a frame of a house in allerson, that as
it does not come within the meaning of the old 221
willed, a house-frame is not a house - for a
house in same building &. A house in a plot
of 100 feet is 100 feet 4 the burning of a frame will the 225
& maliciously impromptu, because a person is a guest by
my house - I may be considered as belong to
the county as a sort personage. It is used in al-
mast all the elementary writers, that the burning
A court of law must decide in advance if a modern house cannot be burnt to make an exception. That, as well as the fact that a very incorrect view of the law is given, do not mean that one can be guilty of arson by burning a house. It is true that if a modern house is burnt there is a consequent on house, he is guilty of arson— but the law of the burning of the house constitutes no part of the house offence. If it were not for the fact that the law of the burning of the house was not arson, it had been the idea that where one tort in the burning of a house— in which instance— the amount of injury sustained by another building or the lives in it is the same—the law would be one of these cases but was only to say in a civil action. As to where one had the destruction of a house in near
being in a city & burned it with intent to damage or any other house did not burn it, it was not to make a difference. The modern case goes on the same but not too

It has been settled in the court of the present
issue that where one in the building of a now
made an agreement for a house but the 20
were had active in being made— with the 20
had burnt the house— it was not arson.

not that a tenant had been 2 years which
is the same as a tenancy of a year. While
the end of each year— a new tenancy a

1064
lost the property belonging to the then new Public Works House in a town the location of which is yet in a state of high uncertainly about law. But in the 7th point of the burning of a man's house he found and because it endangers another house — this however, not in any sense of the word a killing if he is indicted for arson he cannot under 20 the indictment be convicted of any offense he must be indicted for a misdemeanour. For on the other hand if a landlord burns the house while in the possession of his tenant (not the landlord having the reversion) it is a 22 intent. Hence a reversioner or remainderer may be guilty of arson in burning the premises in the possession of an intruder.

In brief, the offence of arson is regulated in a great measure by statute — declaring that that, our law, that is to say a common law that the declarers shall be held guilty of arson when any person shall willfully and maliciously burn any that he shall have the forethought to direct or cause to burn or act house firehouse or house burning or directing 7th house and house burning or directing houses torn or act house which is well of the like kind person shall be lost or endangered thereby he or she shall be fined and arrested. And these the they be not within the protection of the man- reen house. The our law makes the burning
Arson is a crime and punishable with death, but there is no distinction made here between the offense of arson and the actual burning of a house. The penalty for the actual burning of a house is arson. However, it is to be noted that a bare intent to commit arson does not constitute the offense of arson. Even if one sets fire to a house, it is not arson if there is no actual attempt to burn the house. Therefore, the burning of a house requires both intent and action. The burning of a house without intent to burn is an accidental burning, not arson.

Blind burn. Even the burning of a house without intent to burn is not considered arson if it is done carelessly or negligently. However, there will be no excuse for accidental burning.

To recover damages by the injured party, the case would be the same as if one shot accidentally from a gun, or if accidental burning occurs. Even if there is no intent to burn, the burning of a house is considered arson. The courts have determined that the intent to burn is not necessary for the offense of arson.
It was not even deniable at the New Public Works (2) when murder itself was. It was an act of
murder as long ago as the 21st book which was repeated but the 21st book is revised by multi-
lation from the 2nd book, which expressly de-
named it an accessory before the fact but not
at those after the fact. - The punishment under
was the death of prejudice or hard.-
been destruction at any one in consequence - The
tatter part says he would not certainly be va-
gue for instigating to high a punishment or
death. What shall be said the prejudice or
hazard done like - I was one pair but to
from her head - on one hand himself to
jumping out of the window of still be in
the end take a prejudice in accordance of the
burning &c. It is difficult to find limits, when
this shall may not be continued &c. either.
indeed says the Lord I doubt whether one court
would give any construction at all otherwise
than that nothing should be hazard & one side
except some very great corporal hurt after-
rently endaze of it &c. Another other exact
that if one totally premeditate born or at-
tempt to born and State house &c &c not endaze
being any one the - he shall be innocent and he
had a small not executed.
Burglary is the offence of breaking into the man-

535 ger house of another in the night season with

every intent to commit a felony. This definition

300 is not correct as the offence is by no means after

accidental. It is the same as the session — a deed by abrogation

109. It is not necessary to constitute Burglary that the

building broken into be a mansion house. Any

house, even where the building broken into is one-

 bestimm - the insertion of the word mansion is taken

82 house - any other word equivalent there to is

least sufficient. The term mansion house includes all

120 out houses, part of a yard, or stable, or

within the curtilage of the mansion house.
cartilages in that portion of earth. Public Springs
induced at the mansion house by one coin which
maurice - a direct communication with the
same. Hence it is an entire and most unhoped
change to the mansion house. People
immediately be to take them away between
time - it is not a subject of Strahov. Simple
rooms or lodging of a person in the present co-
secutive and another once be a subject to Strahov
and the same does not lodge in that room to
not with him in order of the estate of the
same estate other. They are adored in idea of
the two separate mansion house. It seems
that a mansion house is one in which some
person dwells or lodges - and house in which
one lodge - it is deemed a mansion house - but have
it one stage at a house - another before there. So
it is not a subject of Strahov (i) it is not a
mansion house. Hence a house nominally
is not a mansion house. It has been adored while
the any building within the cartilages of the 558
mansion house was called of the place - think
out of the same of the mansion house. Here it had
also within the cartilage - the building is not that.
It is no subject. Long place - it is not privileged as to let
up under the protection within the cartilage
of the mansion house - it is covered from it. The cause
Burglary. It is not necessary for the purpose of
making a house a subject of Burglary that any
one be in the house at the time the act is com-
mitted of house in which a family ordinarily
resides but having left it for a time with intent
that it return unoccupied as within a week free
and open to a subject of Burglary. The right
holding of possession is not abandoned by such a ten-
ancy during absence. The house of a corporation
is within the meaning of the rule — provided
there any of the officers of the corporation or any body
of the living lies lodger in it — as a Bank &c.

2d. If it has been decided it seems to be settled that
where a house is hired for the accommodation of
the receiving a family to live in it &c. that the
family household goods are carried into it before the
family had removed and one had been locked in
it — the house is a subject of Burglary. The

who hired it had taken possession of it as his

had man in house by removing a chart of the goods

into it. But a house in which one

may lodge or a family occasionally live in

not considered a house within the meaning
even of the rule — it is a house no more than a shed

with a covered top. — The place where one lives
even if not a permanent house unless it be in a town

or situated in the suburbs or a country side.
The court has decided that a schoolhouse is not a place of business or store. In the case of a shoe shop with a dwelling attached, the court found that the shop was not an area of business or residence where goods were kept. The court also ruled that the shop was not a part of a dwelling or residence, and therefore not subject to burglary.

The court further ruled that the house of one person is not the house of another. It is therefore unnecessary to mention the name of the owner of the house in the indictment. The house itself is described in the indictment as the "house of 12" - proof that it was the house of 12 and not another individual.
Breaking — the definition also requires that the
break be at night. Formerly all
the time between the setting & the rising was
deemed night for the purpose of subjecting one
to be burglaried. But now it includes the time
between the evening & morning twilight only
and it is laid down as a rule that if there be
no moon, no moon day, light or twilight existing at the
time of the act done, that the occurrence
is not burglary — but that must be due night & not moon
light.

The definition requires also that there be no
only a breaking but an entry — a breaking
made without an entry or an entry not made is
not burglary — but it is not necessary that the breaking & entry be both at
the same time — one may be on one night
and the other on another night. The breaking
may be committed by lewd is not only a breaking or
an entering them a door or window — but a mere
breaking, picking of a lock, raising a window, taking out
the glass, hitting a latch or the removal of any kind
of breaking, is a breaking without the meaneo
of the lewd entry, entry by a chimney. The utterre
no actual breach is burglary — because as the lew
thing is not as much notice as need be in the natural
But a breach of the letter is within Public Wrongs.

the policy - in civil cases - except that it is not a breaking within the meaning of Def.

Dence if one enters and a house in the night without the out breaking in - or breaks in - in the daytime - it would be in the night break - and to break - to it in no breaking -

glory. But if one breaks an inner door it is by a breaking within the meaning of the law. Hence either:

if one enters a house by an open door or window -

one & breaks an inner door from one room to another it is burglary. This differs from the law of breaking doors in civil cases or titled titles in the cases of Lee & Samuel (lomh.)

and accused &

dine & the weight of authorities - if one attempt to break or attacks a house with a ladder to enter it -

and Burglary - if in the door is been opened by robbed -

the owner - within in - it is within the mean -

ing of the law a breaking & entry. The contrary &

whether one having entered into a house before

by - in with the owner consent may break out of

the house without committing Burglary - it is not

law an unsettled question. And the fact

of certain makes the entering in such cases with

forensic intent & subsequent breaking out Burglary - this is like breaking on - is

We have no such title - because the break & ad the

then the case as not a title. The time of breaking-
boundary— it seems to me that this is not denied.

I hear this country. (And Dr. Hall, 1722-23, p. 27.)

But the distinction remains, that there should be an entry — or if it be matter whether an entry be secured by fraud or by force — that the

one is as much burglary as the other. So if one be let into a house for the pretended purpose of

Holding or for treachery. The breaking in, entering at an

inner door may also be burglary — and a ter-

rible ward open the door into his master's room with

close a criminal priest — or it a tenant in a ten rent-

room of another in the same house with a ten rent intent it is burglary. — Where the room of a bedroom is in such case broken open — it is not

considered as the main room where is the bedroom

outside of the house. If a tenant in a house con-

sists share with another & let, rent and to house

with the consent of the tenant with a subsequent

tenancy of the person with a tenant's intent

to make them both guilty of burglary. But

881 was totally decided another's landlord. The

fate least entry of a man's body by any parted the

108-1 body — or if a hook & draw out good — or an

unlaw instrument & threat his imagine it done

if we in an entry within the main room of the dwell

hit. &t; and it has been found that if it be inser-
ted into a lock it is burglary; the tenant on
by a decision in 1785, the instrument in this case is held must be one to be used in committing a felony. And in another case that being three feet high with a lintel upon it, so movable, so placed that the shipp fell upon the floor - breaking the slabbing, or it was decided at the old brindley and affirmed by the twelve judges. And therefore observed that if one be indicted for breaking, entering, stealing goods, he may be acquitted of breaking, entering & stealing if convicted of stealing when the same indictment is for burglary, as much less in degree than theft libeling.

But the definition requires that the breakings while entering be with intent committed with intent. To enter the house with intent to commit a felony. It is a mere felony to break or enter the house so to.

The intent however cannot always be ascertained. Just one may in fact break and enter the house of another, but to remove or take or steal goods. But if there makes no difference whether the felony in intent. A felony is committed in a felony at some time or the other, created by statute. The definition does not require unless that a felony be actually committed with intent from the burglary. Section 169 - March 169 - slate 5-6.

After acquitted on an indictment for breaking & entering a house & stealing the money of another.
Burglary: An indictment charging him with the act
of breaking and entering the house of E. con-
aining the money of B. can not be supported. The statute is no part of
Blackstone's boundary: the crime of burglary is com-
posed of theft, hence burglary is not a
mixed felony.

Blackstone: Burglary is a felony at common law, but at Com-
mon Law it is not punishable — The State v. Clay, 18, 18
97. The time when the prisoner entered upon the
Blackstone's boundary — The State v. Cooper, 14, 14,
wherein he is the accused.

In brief: the house having been attached to the envir-
ons of the boundary is similar to that of the lonely — Muldo-
n's better; for the first offence are to be confined in the State
not exceeding 5 years to hard labour — for the
second offence not exceeding 6 years — In the
third offence for life, he must actually have
been convicted; however, if one offence deter-
can be sentenced to 6 years — the must actually
have been convicted of the second offence be-
fore he can be sentenced for life — For it is a rule
of municipal law that where there is an ac-
complished sentence of 10 or 20 years the
offender can not be liable to the accumulation of
sentence until he has been actually convicted of
the offence before. But see also the law that it declares that.

In truth it is to some degree the case that...
Larceny - Simple larceny is plain theft, unless combined with any kind of deception. Mixed or compound larceny includes a fraud taking from some one more than he is entitled to. Simple larceny is the felonious taking of any thing had away of the personal goods of another. The value of two kinds of larceny - grand and petit larceny - into the value of the goods taken exceed twelve

In case it is grand larceny - but if the value exceeds one third, or unless it is petit larceny. The only difference between theft and larceny is the nature of the offence - hence all the rules of law applicable to one are applicable to the other, but the punishments are different. It will be treated of in the Act. I would have here observe two principles that if above 12 shillings be taken by several persons in company - the whole sum cannot be so divided between them as to make the amount of each to be larceny (i.e.) the whole amount cannot be divided for the purpose of dividing the guilt - on the other hand if one 

shillings under the value of 12, hence at each of

several times - they cannot be to unite and make the offence what it would be - in other words, more than 12 cannot be divided so as to constitute grand larceny. The taking must be
must be from the necessity of another act: one constructive if another receiver. This requires from the necessity of every thing in order to the other, to be that of the party whose right
and with this being is not a taking of a taking the
and cannot be by only realizable. The new
and the old title unless I trust in no law
at least in the end of the in which I can
understand it. The law of barreng has under
and given a great change since Barreng has been
the late decisions are totally in the
reconcilable with a great deal of force in these old
authorities. 2. Constructive collection is a
2. Not a present right of possession - as where no god's (so
are in the hands of a depository—The papers)
part countermand the bailment which I do,
please. Not at the rule that every living
must be a trust - there are many cases where
the claim is accompanied with an
act of trust - sold without the god's consent
vested them in my own use with a librar in the
tent. Of a possession by delivery from the hands
true since the embezze them with intent it
that they away 4 it is not barreng in either case.
These examples however are not law now. This
the carrier who converts goods and means
Larceny — The larceny in elementary lessons — the
false no trespassing as the taking may be said to
be a larceny. Indeed, it is said in another
chapter that it has been said that even
1627 when the rule above was thought to be true
that if one obtained a delivery of goods for
512 another with an intent to steal he was
dead guilty of larceny — as where one obtained
240 a bill of discharge in a man seven with it
164 No man shall be allowed to practice a fraud
spending any covering debt. It is an offence against the public.

The law states that the forfeiture is still rest
 ranting in the person who delivers it to the
purchaser of forfeiting the value of the crime
of theft. — And it is therefore to the没收
of a civil remedy — the imposition of the
delivery. And if one delivers it another to pay
back goods & the remedy into the goodnices of the
latter shall intent to run away with the goods
558—9 without paying in the same it is the law — it is
one an act of bordering for which it is liable
liable. And the difference between the two
cases is that in the one case a delivery was
obtained with an original intent & theft & the
latter a purchase was made with an original
intent & theft. In this former case the goods
property one is transferred. The

property contemplates in the bail Public Writs or that in the latter case the hand part
with all right & title of the goods forever—nothing remains on which a constructive
hoopen can attach. Now where the bailment is countermandable there is no need
of an original express trust & theft to the purpose of making the baiilee guilty
diarceny. If one obtain goods under the
authority of three is by color & law as an act
of an attachment or retention he is guilty
of diarceny if he took out the process within beling
intent & theft—so also if goods are taken 2s
in execution upon a judgment obtained by fraud
and practiced upon the court without intent 180
it is diarceny—so if judgment attai-
med by fraud is void & the court will set aside
or motion without error taken. I take it now
the general rule that where the delivery of
goods is a delivery to contain special horpou-
cial is countermandable at any time by the
reverse is that he has a present right of pre-
session—an embarrasment in most cases
(diaceny). Several cases have been decided in
the present right which abundant to confirm
the same.

I watch Blake is with a watch scar
delivery & clean—interred it converted it can ace
Larceny v. was held the guilty of Larceny. In the
case it was not pretended that there was no
original intent at that. The watch was in-
seized to the watchmaker. In another case
nothing were delivered to a demand. I wash
the stole they was held the guilty of Larc-

723
en-case. In another case where it delivered
15 to a quantity of guineas. 
for the purpose
of getting them changed. The latter run away
with them. He was held the guilty of Larceny
of which the owner of goods when taking a check
in delivered good. In another, for the contention
the latter embezzled them. He was not held
guilty of theft. How these cases the goods
are there cases the concern with the
dash out that there must be a trespass to make
the thing. The accident of the thief is that
the property of the owner it. In the case of goods
who divided by the keeping it was decided at
55 and not be learning. And the twelve judges
afterwards held otherwise. I concluded there-
were no other found that in the case of a theft
\$ would enter the same form as it to be now
larceny. It had in remarkable it did not find
the rule extenuating device. Where goods are
voluntarily delivered to one of the true owner
as before observed so that the be continued to.
an embarrasment to the beadle. Public wrongs
in larceny. Under the rule as it formerly was,
if a carrier, when a half of goods taken part of
the thing away, it was held to be theft: and when the thing
same principle if in carrying away the cash be 125
surer) the beadle took. And the reason given in that the carrier has no property in the thing 155
carried.—But I say—several times he has a property belonging in thing carried.—Blackstone indeed assigns to
simple larceny— he says, because the animal larceny Lead
impartial— and he says, because it is still more right: and
the reason, that is because the property of a part is a
property by wrong. It is perfectly clear that if the
carrier having conveyed the goods, the place being
of destination, then takes them away, either
remains it is larceny— that the there were no original
inal intent to steal— because the beadlement 125
be in special property determines. He is a strangler
see before he takes them away no property. And 150
not is it the beadle takes the goods, it is a thief.
There's place from that of destination, then takes 185
their arms larceny— he becomes a thief—leach
get to the beadle after destination. If one tells a 300
horse to another; the latter on delivery imme-
ately away with him any subsequent act which
cannot make the larceny. So general is property, so
drawn into, being according to the terms of the case.
Larceny do if it lets a horse & ride & ride, immediately ride him away & afterward convert him to his own use — if it is not a taking within the meaning of the rule — it is to be implied however that he did not take him originally with an intent to steal him. But how is this reconcilable with the case of the watchmaker & the quincailler? The difference depends upon the consideration altogether. As in the one case the owner has a right of counter-demand the bailment immediately & in the other no. If the horse is let for a month or a week the bailiff has a right of possession during the continuance of the bailment. There is no constructive possession in the owner during the term. Hence it is an original theft taking the horse from the bailiff. The bailiff cannot maintain a trial for the original taking while he may have trover for detention afterwards. From these cases these principles result which where according to the terms of the bailment to the bailor has no right of countermand the delivery at the time of the conversion that conversion cannot be considered larceny unless the bailment was obtained with an intent to steal originally. Secondly, if the bailor according
to the terms of the bailment had a Public Wrong
right to countermand the bailment at the
time the conveyance took place, so that he had
a constructive possession—that conveyance
a taking within the meaning of the definition.
Thirdly, if the baillee originally obtained with
an intent to steal subsequently—a subsequent
conversion by the baillee will be a taking within
the meaning of the definition. These three
rules taken together would present us with a syn-
thetic view of all the cases where under a
voluntary delivery by the owner, the baillee may
be guilty of larceny. The bare non-delivery of
goods to the bailor by the baillee is not of course
evidence of a treasonable intent—even in those cases
where the taking was done in earnest. The act of bare
defacto non-delivery is always a mistake and not a non-
delivery. A true, however, a detention is evidence
of conversion—so a detention may be evidence of
a treasonable intent not conclusive. A distinction is
taken between a servant's embezzling his mas-
ter's goods with which he is entrusted & a baillee
The rule as to servants is that if the servant from 17, 4
accusation goods entrusted with him he is not guilty of a treasonable taking. But by the Stat. 8 Kent 40
a servant of the age of 18 & not an apprentice is de-
visible and this is the amount evidence & challenge of more
lancing. But this idea could since these modern elections I doubt whether it the question should come up in any now the Ing. Court would say that of law. Let the servant would not like to see no material distinction between the case of that of the watch maker. He holds to watch in the character of a servant the same as the court would have made the bailment a common

But as long as it stayed partially by the petition but merely the care and oversight of his master goods runs away with them he is guilty of a felonious taking — he in the case of a

Park. Vantler taking his master blade — the actual

as well as constructive possession being consid-

tered as in the matter. The same rule will

also apply to shepherd whose business is to take

and care of the flock entrusted with him — drive

them from place to another or keep them

in his master hand or on the common

though the goods are stolen by one man and afterward

are stolen from the thief by another — the last

thief is guilty of a felonious taking either the fund

from the original owner. Because the owner

is supposed to have a constructive possession

back at the time of the second theft. If one steals

1867 goods in the bound of 1866 carries them in

then 1868 to the county of 1868 he is liable for a felonious
Takings in either county but one, Publick Wronfes
must be prosecuted in the same court in both cases.
Every step he takes is a repetition of the same
taking. And say, the goods were stolen in
Cleveland, & carried to Eng.; or stolen in
Newport, & brought into Connecticut. However
provable proofs there have been in the state,
accused of deception—the other way, & hence
it is we in this state are continually trying
horse dealers who in the bordering states,
having stolen horses, sell & then state—i.e. report
in order of such fellows. In true cases of such
kind say, the goods I have been concerned—
It seems to me the imposible for us in this
state to have cognizance of an offence commit-
ted in another state—against the laws of the
latter. How our courts can know judicially the
criminal code of another state I cannot con-
ceive. In some states horse stealing is capitally
punished, in others with a fine or imprison-
ment. Our County Courts—where the crime of horse
stealing incriminable have, when the question
has been made before them, that they felt them-
selves bound by former decision. This question was
Larceny brought up in the circuit court of the United
States before Judge Patterson & Judge Laid. The
transaction with which the bribe was charg-
ed took place somewhere on the Spanish Main.
When evidence offered to prove the facts & ob-
jection made thereto the court

Of the wife of the husband's goods deliv-
ered the goods of her husband to another & under
lately it is a felonious taking within the mean-
ing of the definition. This rule & practice is
found in the unity of the persons of hus-
band & wife. It is accounted a delivery from
the husband himself. And it is impossible
that the wife be guilty of theft from her hus-
band & not because of her relation to the donee.

But a servant may be guilty of stealing from
his master or a child her father. Further
as to what is stealing — that
the definition requires that there be as well
a carrying away & taking that the donee in this
back the least removed from the place in which
the goods were found by the thief in a car-
rent, going away within the meaning of the delin-
quent act. If the thief be detected while lead-
ing him out of custody & he then flee — it is a
carrying away. So where the thief gets away from
not being brought down the goods & the lower from which prior.

40

180
To where the goods were merely taken, Public Wronn
and of a bound to know upon the law—so where each
one takes one a ring out of a ladder car &c. till it is 200
in her hair. And it has been decided that the
removal of a bond stands on one end in not a 200
thing within the meaning of the definition.
The definition above requires that the taking Car
remove away be felonious. Larceny cannot be com-
mitted unless there be a felonious intent—an am-
imo curandi. But one may be guilty of a trespass
in breach of the peace that there be no felonious in-
tent. It is impossible to see the goods distinctly
& prosecute what will & what will not be evi-
dence of a felonious intent. If a servant takes his
master's horse from the pasture & returns him the
same night—& it is not a felonious taking:
& if one takes his neighbour's though on & out to stable
a day or so & return it again it is not a felonious—so
taking. What is a felonious intent is always not. The
law of fact & not matter of law. The ordinary drudge 28 can
or evidence of a felonious intent in the private
or clandestine taking. A clandestine taking is by no
means conclusive evidence of a felonious intent
but presumptive only. If one takes the personal debt
goods of another without his consent or against &c.
he will the law presume a felonious intent
& this presumption will stand & be conclusive until
Sarceny - rebutted by other evidence - is evidently of heart. It is common for a witness.

But the subject of sarceny must be the principal

as well as another. Things real or imaginary

of the reality, therefore, are not subject of sarceny.

Most real, for the fact can never be altered from

of its nature can carry away, the produce follows

while growing as corn with all the

be the same. The instance of the reality - then there is no

and till invested are not subject of sarceny. The

they may be carried away. But if they be once

of one act at one time if be carried away

another time if still distinct. It is between

because the time between the two acts cannot

The goods are vested into personal property.

while hour if they be invested carried away by one

continued act they could be said to be her

_hand. Real property is the inheritor. The same

Truly so. It is clear if taken away tomorrow or


It has never been entitled till late in another way.

taking, directly, from the sale of a lease or not
The law of larceny was anciently, Public Wrong, made with unmitigated reference to the Camp. The soldiers had no real estate, noAngels, nor adhering it. The Freehold, but possessing their chaste and against the taking of such articles the law of larceny was originally intended to operate. It would seem to be a strange doctrine that the law of larceny should not extend to things recovering or the reality, but when the idea the lock which can be accounted for. It is an unlawful the taking of a charter or deed of land is not larceny because it was thought to be one of the reality. It is the observed however that a toll or even will be for a deed of and hence it seems like 66-510 intrinsically a personal chattel. I conceive the false bond the reason why a charter or deed is taken over a subject of larceny in the same way as a car or any thing in action is not a subject of theft. The general rule is that the bond, taken, must hold some intrinsic value. For this reason it is that a note or bond or bill of exchange is not a subject of larceny — the reason being that the bond is not considered as holding value. Bills of exchange are called executed contracts, because it is by execution contract. Such could not all of these answers the question if money in the camps were they not used as such. By the order shown
Larceny in animals are made subjects of larceny. Where we have a definition, in the state (St. 73) it is
another rule is that nothing subject of larceny unless some one had previously in such
the Senate for the definition requires, that the
600 yards belong to another. There can be no lar-
chase unless there be a civil wrong or private
injury. Hence wild animals — in nature not
and being time or confined — the of intrinsic value
are not subject of larceny — as deer in an open
field — fish in an open river &c. &c. it will
a wild level pursuing when the tree at & if it is no
larceny. But animals originally in nature
may become subjects of larceny — by taking
them & confining them — provided they are
of intrinsic value. And to determine when
animals in nature are of intrinsic value
the general rule is that if one reclaim or con-
fine an animal which forever or 250 is
decreed valuable within the meaning
205-6 of the rule (practically it is universally true)
while, in the other hand such animals the reclaim
178 or confined are not in general subjects of
such larceny if not true or real. Thus except
109 it reclaimed or confined and so perhaps Bears
which in the country are not valuable within the
906 rule. But a civil action of trespass will lie for these
The law seems clearly sufficient in Public Wronx value for that has lost its time back at 2 B. C. law valuable within the meaning of 254. The rule that it is not a good - this is seen to be an exception. The rule on account of the high value at which short men are known the beast animal. But the rule that no animals are of valuable but such as are for food articles 3 that is wild animals. So a horse or a mare is the race for food are not regarded valuable while & subject of larceny. There are however 511 animals domesticated and yet not deemed valuable - of these domestic are dogs, cats - those 236 are not therefore subject of larceny - the thief black fop & trover will lie, for them, as all goods 236 are at common subject of larceny. It is perfect to clean that none or cash might be a subject of larceny. But it has been determined in the construction of the law, 393 II, that by which the benefit of clergy is excluded from all who steal goods were uninsured from shops & - that steal should imprisonment in not larceny. Goods of animal no one in mine at the time of the taking are not liable regularly subjects of larceny. Yet if there be an 512 once but he be unknown - the title being at 1460. Lord Lake says in multitudes in in multitudes - the goods 295 are a subject of larceny, as treasure trove Waide, stray.
Lawrence—And the indictment will be good. The
Dyer: It charges the prisoner with having the
20 goods of some one unknown. There is no
proof of the owners being known except for the
purposes of showing that the goods did not
belong to the prisoner. There may be great
210 danger in convicting one where there is none.
Indeed it is not known to the very ground. Indeed it
219 is said by Lord Hall that unless the property
225 is found be held the property of none. The felon
230 they are regularly to be presumed to be the prop-
235 erty of one—where however the prisoner can be the
237 are not taken it is sufficient. Additionally,
240 Hand or chamber, or apparel, are subjects of law
245 very in the opinion of the congregation in Paris
250 which is a strong upon a dead body. They are al-
255 ways described to be the property of some one
260 with it was when last upon the body. The taking a
265 way of a dead body is more cannot be taken
270 as the fact of handling in a very high unlawful manner. The
275 act is considered by mankind in general as a very
280 abusive and of the legislature. It is said that one may
285 command Lawrence to taking his own goods, as by
290 taking them from a dead, bereavement of the
295 make the law repeals the same situation. So
300 is a matter of his servant with a view to
The Lord1: The hundred upont'the East of Public Works
The 40s. is larding — this however is very 1/2 lost.
from definition of larding. I think it may be said that the baillee has a similar property to that
which may be considered as being — but he is not
merely considered as owner as the bailee, he is at much
at the rest of mankind he is in none if it is true.
I have seen a horse once where the owner had
no right to him during that time, but if
one bidder dated certificate a bailee to be made in being
in agreement — the owner has a power rightful to
take away the clothes at any time, except that
after it is made the bailee has a lien upon it
till paid for. The treachery in the act of this mas-
lar in robbing his servant in such case is a
dishonorable act of fraud upon the public.
If the goods of it are bailed it is a strange
deal them from B — the thief may be indicted under
reef for having stolen goods from C. The bailee is
so in all cases of bailment to where the bail-
lee has the right of possession as of all others
except the owner. There has been a case question
in the books as to whether one indicted
for larceny is when that indictment a the-
oral verdict found showing a mere act of for-
spoil — (whether the judgment can be rendered
as the statute mandates half). And it seems now the
Larceny is tried that this cannot be done. When the judgments are generically the same two of a distinct species, something like this may be done— as where one is indicted for murder, he may be convicted of manslaughter; or where one is indicted for petty treason he may be convicted of murder. Here the punishments are generically the same, but there is in treachery & larceny a difference in the nature of the offence—a generical difference.

95-7 All simple larceny whether petit or grand 257-8 is at law a felony. Grand larceny is a most capital offence but in within the privilege of clergy—except in a few instances. Judge paris & Hawkins says that the offender, whether is subject to forfeiture & himself to be whipped 26—Blackstone says the offender is to be whipped 426—also that there is no forfeiture of goods.

473b. b. petty— however Blackstone says in another 2157 that petty theft is a felony which authorizes forfeiture.
95-7 a forfeiture of property.

As lawn. is in England, there is no distinction as to punishment between petit & grand larceny. If larceny is now a capital offence, why on this that, however there are different degrees of punishment according to the nature of the offence.
or rather according to the amount. Public wrongs & wrongs to the person, shall be punished by fine & it is a little or
marble that the fine is not to exceed $8
If however, the value of the goods stolen amount $ to exceed $8 then in addition to the above fine the offender is to be
whipped not exceeding 10 stripes. If the
value of the goods stolen is under $3.75 & it
exceeds $3.75 to amount $8 & $8 to $15. The offender
value doing or the culpable is said to be
unlawful to have the line of
as above he is to be whipped not exceeding 10
stripes. If the value be limited & he is
summoned by fine only, the Stat. also
enables the party injured to bring an action
cumulant & recover treble damages. & he
may bring a civil action in which will
be the same rule of damages. Where the
value does not exceed $10 the offender
punishable by a simple magistrate. Over
$10 the county board has the cognizance.
There may often be a doubt what is the
value of the goods stolen. In such ease much
must depend upon the discretion of the
magistrate who issues the breach.
Larceny as before observed in either simple
or mixed - simple larceny has been considered
Larceny. Mixed larceny has all the properties of simple larceny and is also accompanied with the aggravation of a taking that from one's house or person—or both. In the one case the goods are taken simply by stealth—in the other they are taken from one's person or house & herein consist their specific difference. Larceny from the wearing apparel all that can be said of it is that it is an aggravation of the offence of simple theft. Here the aggravation is in the degree of guilt. Then are offences of a different kind. It is said indeed that when the offence is accompanied with a breaking of a house it is a different offence—different in its nature & in Burglary. And it is likewise remarked that larceny does not amount to Burglary.

What does not enter into the description or constitution of Burglary. It is incorrect therefore to hold that a good definition is one that when larceny is accompanied not the breaking of a house it is Burglary. I shall make larceny from a house new and distinguished from simple larceny. But now by severalclazz English laws centuries from the house in in almote places.

There is not a place distinguished from simple larceny.
Mixed larceny of the second kind. Public larceny may be committed by privately taking goods, &c.

A trespasser portion of or be stolen & violent as

The latter, as called robbery. This is

Some degree higher with us. The offence of

Stealing. The trespass is on a thing

dishonest — of which there are two grades.

The value or goods or money as to money.

The value more than$200 as $200 is a capital of.

The value considerable for more than

The 18th the privilege of burglary taken for

The value not more than twelve

The trespass is still a trespass.

The violent kind is called larceny

Homicide in the General Assembly to this

Goods or move from the person of another

A value by violence or putting the party

In fear of bodily harm.

To the spoliation of. A ministerial transgression and the value

Is altogether immaterial. A constitutive

Robbery there must be an actual taking. An attempt

And he was termed, held the law of robbery, but it has been very relied that if mere

Those of not robbing, the it in a high for

Misdemeanor. The that. The theft makes such larcen

Attempt to rob a felony was added in 1825.

By transportation for seven years. To larcen
Larceny—The taking is required to be from the person of another. The law has decided and
shall require that the taking be from the actual;
manual possession of another. And one
while taking goods in the owner’s presence by violence
532 or by excuting fear, it is robbery—the like even
being or in any one else has not the corporal
1015 respite of the same. As if he threateneth intime
clarifis the owner of a horse standing by being
145 or at a post to take him away—or by tak-
148 ing a drove of cattle by threatening or im-
timidating the driver—it is not necessary
that the horse or the cattle be in the corpor-
oral or manual possession of another. To
also if one thru the instigation of one
excited in me take goods from my servant
in my presence it is from and rests with-
stand in the meaning of the laws for in such
158 case the possession of the servant is the pos-
session of the master.

The taking it is said must be forcible—but it
is not necessary that there should be actual
violence should be used in the taking. All
that is required is the epithet thereof is that
the taking should be against his will who
has the goods. He also obtaining a delivery from
me by exciting fear or terror in my mind.
a quality of a terrible taking with public wrong.

in the meaning of the law. He extorts from others one, but a taking which is not either or directly from the person of the owner nor stand in his presence is not within the scope of

inhabitants of robbery. But if one thing about the commission of robbery, by one immersion a-d had

had his goods & escapes & they take them taken it is not robbery. The year 1815

or terror were excited. The laid down in

more of the books that if several persons combine & rob it & enter when the project

one separate from the rest without their

knowledge or consent & rob & they are

all guilty of robbing because (as it said)
of the intent & rob & I can hardly

think this case strange. He could & the law held

does not from combining & aiding & rob & they do not know of it by the suggestion 553

When the law of choses analogous cases when

would seem to confirm my opinion. It 536

of B combine & turn over house & B turns

the house alone & separating commit a

battery upon D - B cannot be guilty of the

battery. Cases book says that if the case

involves robbery, it was intended.

The offense of robbery is contaminated by the
larceny, not of the Six - that is the to
Robber. Offenders become a notice. In order to
the prosecution of a criminal, it was when he
that I decline the submission of the evidence that
be evidence that there was no deviation in
situation - but there is no evidence of the
147 locus punctum at the time, and likewise
each place - the offence cannot be proved of
any one subsequent fact.

This taking as the definition implies may
be by violence or putting in fear. The word
violence, by some of the books, that violence does
not were both necessary to make offenders - or
offend the act in violence alone without fear or
fear without violence is sufficient to make
them offenders. By violence is meant some act -
67 to menace threatening with violence or not without
but it is putting in fear. The putting one can
be to threats or gestures to sufficient. Viola-
ence or putting in fear is the grand criterion
to distinguish this kind of larceny
from all others. The word violence implies
hand something more than a mere act of taking.

Every overt act is in law deemed a crime
with force-fraud. The law implies there is no
to
128 overt act - that is, in the law, a take
has a different meaning. The robbery in
Dolley went to the corner of a ... 1856  
was committed to make robbery. There need not 
be any actual violence - to exist an 
act. I declare hereof my own knowledge 
and have, in my capacity as deacon, taken 
the above as true and correct unto the 18th 
day of October, 1856.

The violence or violence there 
was to be subjected to be arbitrary violence 1860. 
As it one personate ideas rather king the 
elter, being the mode of intimidation or 
threatening the accused in my knowledge. 

And further, the violence or put them in fear 
ment is pretended or 1800 further or 1800 1800 
and improper. This where one toward another to 
round & beat them - dragged them home to take 
privately stole from him at with violence 1860. 
not to robbery. He was probable that those above 
one of a subject of law - the evidence 
or an act of brutal outrage mere 1860 
where a ladder was back and cut 1860 in his mind 
since I to the knowledge of the - 1860 co-1856. 
Of course, one in a condition not to 
which they were & I havecsrnrached to the
Larceny - by putting in fear. It is a settled
rule that so much force or such threat
frightening either by words or gesture, as may
not excite reasonable apprehension or will
lead one to violence is a sufficient putting
in fear within the definition. This is
hardly always a question of fact, it is tried by
the jury. Such threatening alone as is like
by according to common experience. To
de an apprehension of danger. One's
courage or good name is a sufficient
putting in fear. The system of larceny
has been brought to great refinement in
the streets of London. Every method has
been tried to evade the law of larceny.

199
199 In vain, a young nobleman meeting
257
one of the partisans of Oxford declared he
fear would accuse him of the unnatural crime
of incest if he did not deliver his money.

257
The money was delivered to the young noble
man who had been guilty of larceny.

129
129 In the pursuit of excellent law there is no
need of actual violence. Threats or gesture
had asby holding a club in a threatening posture
were sufficient. To also do it by threats one to
be compelled to sell property in the most紧急
129
state if in the fear. One must compli-
Some heathen in authority on Public Wrong.

The goods in the hill village it is unnecessary to point evidence that there are no precedents in this but to show the goods were not for sale. That if the owner did not wish to part with them no actual theft would not have been the case. A case is reported in being which was decided by himself where goods were taken by legal process without violence to be sold or with intent to steal. The court held it not robbery. I should say that the said that this was not robbery but too because it is simple larceny. There is no violence in putting in larceny as the deed contemplated.

It is not necessary to insert in the indictment that the act was done by putting in larceny it is sufficient to say that it was done with violence. To say the goods I think that there must be a putting in larceny without avering the act to be done with violence would be sufficient. The where the offence is laid that have been committed by putting in larceny it is not necessary to prove actual fear for threats or was yesterday, or 204-6 trusted under such circumstances as are cal-tort cost relations to excite larceny is sufficient it high 118 but the indictment it is not here we are
Larceny was suddenly knocked down & in his spur. He was in fear as there was no notice. There could be no actual fear for he was not at the time a subject of fear. It was held that the indictment was good. The putting in fear was only an aid to the taking of goods without violence or putting in fear. The larceny was merely robbery. It is not robbery.

It is said by Hume that it is robbery. If one man snatch another's hand from his pocket - it is not an act done privately - no. It is done to obtain help or putting in fear such as the larceny to robbery.

I should approach the idea that this might be considered a simple larceny. It must be fumble larceny if there is no taking from another. It upon this ground it goes as stealing in putting in fear. It is vile larceny. The taking in under such circumstances is does not amount to a larceny from the person. It is not larceny from the person. It is a larceny when the taking is from the person. Landers said that larceny decided that an indictment was.

Battery in the high case is not supported by or evidence of robbery in a dwelling house. This is not larceny.

The offence had been charged & have been committed in a dwelling house. It is not larceny.
incited in other words subjected public to the inditement of the crime committed by the person who committed the crime. In the former case the place where the offence was committed must be described. In the latter case the place in which the offence was committed must be described. For instance, the place where the crime was committed by the person who committed the crime must be described. In the latter case the place where the person who committed the crime was situated must be described. In the latter case the place where the person who committed the crime was situated must be described.

Forgery

Forgery is the crime of false writing. The Roman law, in the fraudulent making or alteration of a false writing, is the crime of false writing. The Roman law, in the fraudulent making or alteration of a false writing, is the crime of false writing.
In this example it cannot be forged until the testator has agreed to it, because it then takes it in no will. It does not import the act of the testator, nor the testator's intent, a legacy is it is forgery. For in making a false instrument, (cont. Dec. 23, 1847)
Forget[y] - The instrument to be complete
and if an instrument be void, it treads upon
another name.

886 The reader must grasp this - it is no
alteration but is an alteration a making
void of an alteration, which the law of injury
noted contemplates. The general rule is that a void
alteration of a writing in a material
part, in which an alteration is made to affect
another sentence later, as one
2.686 inserts his name instead of that of 100.
The distinction is
more, when material, where material alteration
is not well taken in the books. Suppose
an alteration be made in a note or bond
by the latter, the obligee - it does not tend
the prejudice of another, nor right - the only
injury is his - to the rule in that it is an
alteration be made by the hand claiming
void in an immaterial part the bond is void?

2. If the alteration be made by the ob-
ligee, whom who is bound it is no injury to
the bond, & do it is if made in any immat-
terial part. Hence it seems it is no longer
insists that one must be guilty of error
in making & executing a deed in his own name
Public Writings

Thus if one make due title and delivery afterwards, make a deed in the name and land, 100
bucks to actualize it, so that the writing between the parties upon the side of the paper has been made to
here the name of the party — the state now
is taken (true Decrees). If one has sent to
a bill of exchange for an endorsement
when it in order to act it discounted it in oder
singer at discount. The endorsement must be
more than writing upon the back of the check
will the name of the party — this gives the
currency without any other endorsement
of it to write an instrument by the express
agent in the presence of the person to
whose name it is made and such person
name to it. Their real due is not quicky of for-
give. I should say the good that renow
name in subscribed need not be present at the
writing. Am on one, the signature is in the
absence of the person, there must be a person 83
attorney in term. But no verbal power
of attorney will do in this attitude. Neither
can the principal make such reviving good by
absentminded and afterwards. Thus far are the ma-
kind flattering.

This is mere & fraudulent machination. Here are
Forgery, many cases where an alteration can
be shown to have been within the meaning of
the definition. As if the writer said to
the alteration was made in good faith - or
otherwise, it is not
deliberate fraudulent and of course not forgery. Be it said
in Louisiana are a made means of testifying
that he, in what sense I know not. It may
perhaps be a very rude sort of evidence. And to
make the alteration would not amount to forgery
still it would vacate the note. If the alteration
was in a material or non-material part.

A non-lease can not regularly amount
to forgery that the intent be fraudulent. If
it is employed to draw a will inserts a will
legacy - which he is not directed to it is forgery
but if he omits an insert a legacy and
then directed to insert it is no forgery. If it
were inserted with a fraudulent intent
However the omission materially altered
the limitation of another estate. It is worse
so that it an estate be given to the like
and with remainder & it is free - the omission of
the former is forgery. The omission amounts
more to a positive decree to an estate in title
of it, for the possession of it is by that omission
accelerated. It appears that no one contended
The sale of the ante-bellum lands in Warrenton.

The sale was proposed as a means of raising funds for the Warrenton school. The sale was advertised in the local newspaper, and the proceeds were to be used to support the school's operations.

The sale took place on a Saturday morning in the town square. Despite the early hour, the square was crowded with buyers and sellers alike. The atmosphere was one of excitement and hope.

The proceeds from the sale were substantial, and the school was able to purchase new equipment and supplies, as well as improve its facilities. The sale was a success, and the school board was pleased with the outcome.

Years later, the school board reflected on the sale and its impact on the community. They were grateful for the community's support and continued to work towards the betterment of the school and its students.
Forgery cases wherein it would be difficult to determine who would have been interested to do it in a more deliberate transaction when detected. Neither is it necessary that the back-staged instrument should be published, nor produced as shown as an instrument of fraud, but if produced, it may serve as a convenient instrument of a fraudulent transaction. It then becomes an instrument in the hands of others with the same risk as in the first - having never been produced, it is if made to appear as two years ago сделан. I should it were the disposal of a particular person by the name of such person, whoever the person be, the instrument being currency. The question arose to be, whether or not the was to be altered - I was decided to be altered. The man that composed them was the public as any other. The fact of it in true cannot be discarded. The instrument claimed to be altered must be set out in the indictment in every word and figure precisely as they are as they must be recited - be they general, and in the least variation, between the recited of the instrument itself when introduced in evidence. The rule however is not to alter it.
The law on this subject is well Public Springs
eblished by Lord Mansfield's dictum 22c.
It in reciting a true instrument the least
misrecital or misquoting of words in such a
that one word is not converted into another is
misquoting — it is not fatal — if it not
misrecital — again reciting the word
understood — word be left out — so to read under-
tent — this being no work in the true language talk.
Indeed there are many cases where two the
distinct words have the same pronunciation but
are spelt differently — as Lee — see — hear. How
it can be — yet a variance may be fatal. each by
when an indictment charges me with the
crime of murder — to describe the forged in-
strument as purporting to be an instrument that
is the indictment will not be supported. as
with the instrument physically be the long
same which is enacted as is described. the joy
instrument as said to purport to be what it apt
does — he is used the face of it. That is the word is
stricken and described he is a promissory note
the appear when practised to the books of Ex
change it is a total variance.
At common law gave was no, 1810 — it exception that.
with by the condition of the bond in the note. The Stat. 5. 1810
made for the in almost all cases capital offence.
forgery - And this is almost the case in those

where no pardon is granted. - If 1st rule

the extreme importance have after instruc-

tions become. - It seems it is a kind of

conditional first principle not to hand in

agreed.

In some cases is punished the same as

the boundary - if double damages allowed to the

injured party - the offender is made inca-

pable of evidence in any court of law which

also follows as a consequence of 1st rule.

Linde wrote that, no instrument can be

said to be forged unless it is different from

similar. These are the words of the 1st rule.

However, it is agreed among the profession

that there is no difference between our

state, forgery & that at law. The only

difference is with respect to the term of

the indictment. The word alter is nothing

our 1st rule. In that the indictment charged

with making & not with altering, Tedley

writes that it should not be considered in the 1st rule.

The word alter is perhaps of little importance

here, as that makes the uttering. Tedley

writes that if altered are intended, alteration is

perhaps ought a note to be in form as follows:
I promise that I will pay good and lawful money of current note in consideration of goods delivered — if before he delivers the note according. The covenant creates the word good — no consequence of which the recovery could be had as of the promisor to the assignee — for it was an alteration made by the assignee — the note was not negotiable — it was not given to B or B and an indictment was found as B or assigner. And this prior to the actions arose where reserved in the opinion of the court. — And was it a warranty of land can of the promisor be admitted as a witness to prove the fact. The assignee altering his own note, said he could in ordinary case would not amount to a warranty — the alteration only could go to make the instrument void if being in an immaterial part by the assignee — because it does not injure another's right. And that he assigned it after the alteration it could not be a warranty. But in this case the alteration was made at the assigner's assign — after it became the equitable property of the assignee. Now therefore he injures the assignee — he cannot receive it
Perjury. And the question is, and that the alteration was made with a fraudulent intent. I had then supposed he would call the property of Engre within the meaning of the definition. If it be fraudulent alteration at a writing to the prejudice of another's right. But there is it not a destruction of the instrument and not an alteration. What if he had erased the name of the obligor? What if he had erased the whole note? Will it do to say by way of argument that the assignee was liable to be deceived so that other assignees after him would be liable to be deceived. The same argument will apply if the note had been altered before assignment as to the admissibility of the testimony. The authorities are against it. Aside from the authorities against it, I should say upon principle that he ought to be admitted.

Perjury

Mr. C. Perjury is defined to be the knowing wilful, fully absolutely, falsely in a matter material to the issue in point in question and not an oath lawfully administered in some judicial proceeding. The false swearing of 318-9 is required to be wilful and intentional for oath where not to surprise mistakes it is not perjury.

The word willful here seems to be used in the same
since an act word intent—indeed Public Wrong the same in the word willing or willingly in the Act. And the false remarks made to be 10 in the course of a judicial proceeding— or made in some proceeding relative to a such action or proceeding. The oath must also be administered by some officer qualified to administer such oath. It is immaterial whether the court in which the such is lost is a court of record or not a court of record. 1039. Other courts are deemed courts of record. 1030. There are courts of common law. Courts of 1039. Chancery—ecclesiastical courts—military courts—maritime courts—court of admiralty. 1030. The courts of the United States are none of these. Their courts of common law. But in any of these courts Perjury may be committed 1030.

The law, there is a very different distinction between these courts. All our courts that are courts of record—courts of chancery. 1039. Probate court—courts of single magistrates. At law are all court of record. And still 1039. the oath must be in some magistrate proceed- ing—so if one tells good a maker oath of—there quality or quantity of the render before other a magistrate is not to be regarded. And 1039. 1030. 1030 some volunteer or extrajudicial act.
Perjury — It is the date of the prosecution of
such applications may be administered to
the 167 date — George in Baltimore 167
if it is not essential, however, that the act
be administered in a court of justice,
during a trial. Perjury may be con-
mitted under an oath or an affirmation or
deposition — that the affidavit or
declaration were never delivered — is
sufficient that it were taken with a warn-
ing to be read, for the act of perjury in contested
cases when the affidavit is delivered.

Perjury is confined to such, while oath or
affirmation or some matter of fact — if it
be not predicable of a promise or oath — the
act of office, is no perjury. But, when
committed in a matter of any, also oath ma-
terial point in question — the judg-
ment upon that point may not affect the
judgment upon the principal point in
question. Perjury may be committed by any
false oath in any interlocutory question
or act, as by swearing that the body is worth more
or is not sufficient — when he knows not a word
about it, or knows the contrary — or if
when the oath here he declare he is not un-
terested.
It has been observed that, when public business
pure and unimpeachable, it
with—hence a juror—neither being the
witness of the truth of the fact, but only
determine according to the testimony of two
or more, cannot in that capacity commit 389
the sworn. But a party in a suit, whose
allowed his oath in any judicial proceeding, under
as any other person. The law answers in 389
the answer is always under oath. In some suits,
the answer of the defendant is not under 352
oath except when required by the court
or where a discharge is sought. Here
therefore the answer may be verified by
other testimony. Parties are also admissible
under oath in some cases in the action
account of default of debt. If mistaken or false,
misapprehension of the adverse party, third
confusion is not perjury & when the same debt
principal of another owes it, a collateral or correct debt
himself—the he intended to testify in such a case
in manner that a wrong inference would not be made, yet it is not perjury. It is said 477
not to be material whether the matter sworn to
be true or not true if the witness did not state
know it to be true. The testimony to what he knows see
Argument. The word in the definition. The chain is out of order, and therefore ought to have been omitted. I know long have understood that the affirmation or negation must be absolute. And when I first began to lecture, I gave all things which, from my knowledge of any authority, I thought should not be known or at all mentioned. And I said then that the soil there was not contained or divided in by principle, but that it was called land in confirmation of my opinion. Therefore I mentioned that I had a witness who told me that when I had some words in my memory, those words were demoted—either from the crime or contract. The writer made it demonstrate introduced into these terms at the cost. Thus there was from being absolute made as much in other respects as possible and did pass as an absolute affirmation or merely from time—indeed testimony to introduced of let, reasonings were more influence than it is written in a 3879 place there. The word absolute therefore have had the word to reach on the conversation.

The tale meaning must also be made of so, at the point in question. The testimony is irrelevant, it is at once such a read it and not tend to the whole of public reader.
The dispute may arise whether O'Brien was
such a one as on the road as such a
time — whether he rode or walked or
ploughed — whether other was more or
the essential for
circumstances. But if the testimony the case
circumstantial tend to aggravate or
extenuate the damage, it is brand on the
then in aggravation of
matter — all that in in 185
there is regardless the act did assist to
lead the way — yet other circumstances in 829
definite, definite, may alter the amount
of damage. But the testimony is such as
like 'induce the jury to give me action credit
irrelevant material' - To state a person's
remembrances. Thus a witness said that
Bartlett talked
with the "B" but what these were was
he knew to the contrary. It was alleged the her sister
jury - Hawkins says the testimony in this 253-
case is immaterial — This is tended to induce pain
the jury to believe that the check were true or
false. I doubt if I would good whether this
testimony is material — I do not decline offer
to prove the identity of the check. But there are
many circumstances in the actions of the
party to prevent the check that matter is immaterial.

The check is not for the

E. R. O. O.
be proved, however, gives all good that a case
that may be but strong enough so that
and it appears to be the instrument un-
blended may amount to perjury. The rule
of damages in assault, battery is in
proportion to the instrument used &c.

It is not essential to show in any degree
the evidence is material and the point in ques-
tion much less to show that it is decisive
of the issue an order to convict one after
jury. The instrument over the respective
however to show that the evidence was ma-
terial at the point in question tried for
the purpose of showing this it is necessary
that the record be produced & show the point

in issue but it is not necessary to go any
further into the merits of the case. Hence
the verdict alone without the judgment is
good evidence to show how the instrument was
in most cases a verdict cannot be pro-
duced in evidence till judgment is ren-
dered but here it is otherwise. The case
in which the prisoner was committed must
be set forth or described in the indictment

If it is not enough to say that in such a case
Between such batter at such a time before
such a court. Golden at such a time place
but the nature of the action. Public

prompt

irresistible force. It is not necessary in these
orders constitute parties that the party

7

receiving be credited by any body. It is clear

one did not necessarily that any body could

be actually injured or the testament. The false

criminal consists in the abuse of judicial

proceedings.

It has been decided in Eng. that the word

wilful is not absolutely necessary be in

serted in the indictment. Other words

amount may supply its place. Now

in an indictment to mention the word

cannot be omitted. It has been held that

in an indictment to perfect the words, least

falsely maliciously are sufficient. But if one

treats billet. It maliciously, it necessarily infer

implies that it does not extend partially 95.

For the purpose of convicts, one of persons known

it is a rule of law that there must be two or

two witnesses at least otherwise it is no more a.

than oath, e.g. oath. Circumstantial evidence is in general sufficient to prove

cyg fact. But it is now held that their

circumstantial evidence of the fact of the

death of one taken an oath or depositions #71

complts is melted into being sufficient to convict.
Defence — Defence in an offence cannot consist
in its nature to be committed by two persons
and therefore two cannot be joined in the
same indictment. It is in burglary, in crim-
nal cases as well as in civil cases that two
persons cannot be joined as defen where
the act complained of could not have
been committed jointly. It is in stand-
104 and in Perjury. All acts committed
by violence may have been committed
by two persons jointly. But in cases of
Perjury there is no actual violence. The
intention of Perjury an offence which
205 recognizes the procuring of another to con-
serve, not perjury, is an act that may be done
jointly, therefore two persons may be
involved jointly.

Subornation of Perjury

Subornation of Perjury is the offence of
procuring another to commit Perjury
240. The perjury must be actually committed.

Subornation is an unsuccessful attempt to induce one
person to procure another to commit Perjury
111. in Subornation of perjury it is al-
clearly a misdemeanor. Perjury and
Subornation of Perjury if joined were always
punishable at common law.
Afterwards the offender were Public Wrong
bannished, the tongue being torn out out
afterwards a torturture of goods. &c.
Now by the Stat. 7 Eliz. c. 29. That are able
intimeted by fine & imprisonment, and 183
with inability to give evidence in a self
Court of Justice. The legal esting in the 
false conquence of the perjury (ie) of the edicto. 516
then of perjury. — They cannot testify nor 
be a just. When the perjury is committed, by
making oath to a false deputation or 229
affidavit — the indictment is much the 16th
same as in Sergus — The deposition must be set out in words figures. 17. The least birth 
variance will render the instrument in 250
admissible — the least variance destroy
the prosecution or indictment (ie) of the word by misstelling, be converted into another
blinde one state. Perjury & Insubordination
Perjury are punished by a torturture or 
more properly a penalty of 67. 8 & imprison-
ment in VRgate 6 month. If a male
If a female in a common gaol. The offen-
der is disqualified to take an oath in any state 
sound of record — 2 days the Good & Truth tere 
the whole crime. One consequence will follow — 840
And in case of inability to give the line, he in which
Perjury in the Billery one home. The affiant
mation of a Marked, when false is punish-
ished the same as perjury. Our law
contain one other provisiorin - If any
state, person arise up by false witness
duly to purpose being taken away by men
left which offender shall be tried & convicted.
Then for so pernicious offences -
that have never been thought excellenent
be the gould for me on these letters
into other all the minor offences. There
are useful facts to die & these are not to
practice in these states - because they
are regulated principally for one district
the principal distinct of here, have been
considered) - I now remain to treat
the laws & criminal jursidiction in this state
The highest court of ordinary jurisdiction is the Superior Court - In other States
their highest ordinary court is usually
called the superior court.
The superior court has cognizance of all
offences punishable with death, loss of
life - burdenment - confinement in
Newgate & the offence of wildfowling. And
of all these except confinement in New-
gate his exclusive jurisdiction.
courts of Criminal jurisdiction - of offences
1695 as religion - as treason.
Est. 184 acts the Court of Common Pleas - the statute
provided that the court may hold pleas
of all offences inferior to those punishable
with death or a fine, being superior to the
capability of a single magistrate of the
city - i.e. the class under the other
their jurisdiction is exclusive.

Ordinary cases of their jurisdiction are local,
chief if the peace - title - viol. 

Thus, there is no appeal to the S.C.
court in criminal cases.

Justice of the Peace & Single Magistrates
have jurisdiction of all offences - of which
the penalty does not exceed seven dollars
except in theft where the amount of the
good stolen does not exceed 10 dollars. If
the penalty is discretion, a justice of
the peace has no jurisdiction - the pen-
alty must be limited. There is the only
instance where a corporal punishment
is permitted, provided by statute. There are
many cases where it is used as an alternative
of the offender cannot read the penalty. But
that also provides that a single magistrate
must have jurisdiction of all breaches of
The peace being the offence to be public security aggregated by some notorious or high-handed violence — in such case he is to be recognized as a slave before the county court, strange and made a slave. Here the single magistrate acting only as a court of inquiry. Single magistrate also acts as a court of inquiry in all criminal cases above those mentioned in this act. It is their proper province to inquire whether the party ought to be bound over to have his trial in a superior court. An illegal act to the common place from a justice of the peace in all criminal cases whatever except in the breach of an act before he aclcempt to that. As drunkenness, profaneness, oath breaking, selling lottery tickets, &c.

In criminal cases the jurisdiction of the peace is not confined to the town in which he lives. It is otherwise in civil cases. The case may be before a hotel the town may be interested — if no civil authority capable of bringing the fact — as by being short related to one or two parties. I have known in one case by the house, where all the justice of the peace were related to the entire matter, all offences are triable in town, as in Eng. rile
Bail in Criminal Cases

The subject is interesting in practice & theory. Whether in arrests,

496. I brought before a magistrate charged with

a crime or offence not cognizable by him

that, he is to inquire into the facts charged and

whether or not he ought to hear

a trial. But in such case the magistrate has no right to examine the prisoner him

self as to his being guilty or not — he has no

right to resort to any evidence but such

as is admissible in any court of justice.

The practice therefore of.proceeding quer-

estions to the prisoner which have been more

or less in every state is reprehensible

When inquiry the magistrate finds that

the offence charged has not been committed.
or that the charges against the Public Printer
presence are grounded upon crimes charged for and when there is heart evidence 296
the presence even the slightest action that
gather presumptive - it seems to be agreed
the duty of the magistrate & carried
the presence of jail or termed him to find
him in the same hereafter in a delivery of
the power of the local over to the creditor
who become has breaker on their giving to
scurry that he shall appear before the
court having cognizance of the offence 296
the bail have a right to keep & right to say -
confine him. - There are some offence not bailable. Here the presence is the com-
mittals to jail - there to remain till a court
of competent jurisdiction shall set 296
It is in general three that bail offences under 29
or before boiler the offender is committed to bond.
and finish bail is expressly prohibited by 465
stat. - indeed Blackstone says that all de.
bares at long, the were in bale bailing 290
even I've seen & dismissed - according to what 4760
for all offenders except those charged with 498
having committed deserters & all by her the
the Stock West & the debt bail in空白
in case of treason & forgery other felonies.
In all cases of felony, or where he is notoriously guilty, these statutes have been extended to the King's Bench in England, and to any of his judges. In 'The Law' charged with having committed 17-6 crime whatever. These statutes extend, with justice, to all the persons who have committed 105 the judge of the King's Bench, during the latter part of the care of such persons where bad or ill health, or leave of absence, where his health would be more or less materially affected by confinement. 

If a man, after being legally convicted of a crime, is sick, he cannot be convicted of such a crime unless the proceedings continue. Thus, the natural rule is that, in all cases, a man be tried in the court where the crime is committed. If a general rule that the judge of the offence or the offender is tried in the court. For a general rule that the judge of the offence or the person of which the offence is committed may in any case, bring such offender before
The offense is removable by the superior court. The bail is taken to the treasurer of the state. - The offense is committed by the court of com. pleas. The bail is taken to the treasurer of the county. If by a single magistrate it is taken in the name of the town treasurer where the offense is tried. -

The act is a rule of the com. law. That in the case of a justice or magistrate taking insufficient bail and the offense does not abate, the governor of such office or officers are required to issue a warrant. The justices or there required in the greater number to be issued - twice in the 1st offense. In the State the two warrant are sufficient in any case. To show return bail where the bail the amount is 25-26 entitled to bail - or a grand bail issued where there is no provision in action. Law a principal or mean or punishable by fine & & in the supreme court the party injured may have his action on the work of the state for damages. It has been conceded by the highest court that on a prosecution for

Litch. Aug 1809
In the court where a corporal public wrong punishable it is necessary that the prisoner be present in court to hear the verdict but where the punishment is merely a fine the presence need not be present to hear the verdict - of course no confinement of bail is necessary. If the former case the bail can be no sort of substitute for the corporal punishment but in the latter case it is otherwise. There lately found that in the interior offences when instead the presence may be read by counsel. As this process shows no need of the prisoner's presence in court. When the presence is prosecuted for an offence if it is admitted of that offence but is proved on trial to have committed a different crime from that with which he is charged he is not to be acquitted but it is the duty of the court to retain him till a new indictment be frame for the offence of which he is guilty serve upon him.

Stat. 48. In no case are costs taxed on either side in criminal proceedings except where especially provided for in that: costs saved are not taxed to the prisoner where he is justly acquitted because it would be making the 21-125 kings responsible for the error of the execution.
...norther are they taxed to the state in
the presence where he is found ready to
he due cause therefrom considered as being defective
where dignity of the laws.

66. Under our laws, the taxing at cost in fa-
vor of the presence in case of accounted
is allowed. The state here in its corporal
political capacity prosecutes. It is provided
by that, however in certain cases that if the
state prosecution be occasioned by any and what
is or blameable conduct in the presence he
shall pay the costs of prosecution. The ac-
quitted. But if be accounted no unlawful
or blameable conduct of his as appeared, and
shall occasion the prosecution he is to be dis-
charged without costs. When the presence
is veritable to pay the costs. The evidence of
prosecution it be debarred one of the
state treasury, if the presence were tried
by the superior court or court of com-
templation. But if tried by a single minister
of the law the cost in the debarred and
impotent the treasurer of the town in which this
prosecution is prosecuted. On the other
hand where the cost is recovered placed at
the town treasurer in the one case &
the state treasurer in the other.
Superior Court. February Session, 1826.

The plaintiff commenced his action against the defendant for assault and battery in the present term. The plaintiff had shown his right to the prosecution. He requested the court to direct the jury to find a verdict in his favor, and the court directed the jury to find a verdict in his favor.

By the court, it was submitted to the jury that the defendant had committed assault and battery, and the court directed the jury to find a verdict in his favor.

The defendant was convicted of assault and battery. The defendant was acquitted of the charge.

The defendant produced evidence under the premises. The defendant produced evidence under the premises. The defendant produced evidence under the premises.

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admitted after objection made of the other party. Secondly, a short report is directly in point. The court in that case rejected a witness precisely on that ground.

Smith (Justice) I am confident that evidence may be admitted to prove the good character of the plaintiff in point of the goods and wares in question with an idea that in some cases of other evidence of that kind was admitted in the objection on the short notice only in such a case the witness should not be admitted during.

Edmunds (Justice) Remember we have a witness on the wrong side under consideration has been admitted and so it would often be for the introduction of testimony not important and frequently even in the Sam. objection in the evidence ought not to be admitted.

Mitchell (Justice) I am willing to it here immediately that evidence of the kind that we have before admitted testimony of a similar kind either the objection is not to the fact. The witness there is cogent and admitted.

Ejectment — This the said land above referred to and the dwelling house claimed by virtue of a will — and also by deed. Carried in evidence that the ancestor a justice in his time executed a devise to the land in question to the defendant who was a uncle of the plaintiff's wife — called the St. Croix 1st. after ward in the 2d Dec. 1843 to accept a will disposing of the personal estate and reversion in all. Then 1871 it shall belong that the will had but two invalid acts. 20th
It appeared as in evidence that in the year 1793, on the 2nd day of March, the deed in question was delivered, it to Enr. Don, with these words: "Take it to be a deed to either me or my wife." But if I should sell it, I must have it.

All of which is true. The deed was made by the same person and in the same manner that it was received. The deed of 1793 (which is submitted) required all deeds to be made in the presence of three witnesses, who must be present at the time of the execution of the deed and subscribe it to the same effect. And that, according to the practice of the state, was done in the presence of three witnesses, who were present and subscribed to the deed.

The provisions of the deed are as follows:

All the above matters are true, and the reasons which there are for the execution of the deed are the same as in the deed of 1793, which was recorded in the office of the county where the deed was executed. It was not delivered in an instrument for a deed delivered to an owner of the property by the power of the grantor. The deed was recorded here the deed is countermandable by the entry of the grantee's grantee, in the case of an ancient, the second delivery of the same was never recorded in the first delivery, and the article next to force the last delivery, but the first delivery here was not a valid.
A principle issue in our State of [handwritten text] is the same as that of [handwritten text] in other States. The principal issue in our State or any other State is that a person, at the death of the principal, could of course deliver under the [handwritten text] of the principal, and of course deliver by [handwritten text] of the principal's health, is valid.

Could for instance in our State of [handwritten text] we have a somewhat clause so that an instrument wherein a devise is required the same allotment to attend and subject a devise to the courts in [handwritten text] to where have an allotment decided that an instrument for years or decades, so that the devise should have the same number of allotments and same allotments as are done in other States. If a devise can be effected without that person, it can be effected without two without one or even by parole for at least before the fact of the devise was made to parole were revocable by parole or that there shall require or devise to be in writing but not only to the more or less effect. The same allotments, instruments are being especially in this State, the same allotting devise remains as at common law, but it has been repeatedly decided in this State that a parole no vacation would not operate against a legal devise. And I think that the court, in pursuance of the same benefit, and in analogy to the English, deciding [handwritten text] provision
With regard to the encouragement received from this day, it will now give their opinions on the matter.

But if the court should be of opinion that we have not made our case good to deserve the award, think kindly on our behalf. The deed was delivered to the judge in an envelope, to be sealed by the solicitor and an abstract of the instrument that the deed shall be sealed. The judge deliver the deed, with the seal, to the receiver, to take effect, and the deed to the grantee. The receiver upon delivery of the deed, deliver it to the grantee, to take effect. The deed was delivered to the receiver, to take effect.

The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect.

The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect.

Daggett 13 Geo. 11. It has been sufficiently proved by my brother that the first deed was not the deed involved. And in addition but for the deed and the timeline, it appears that the receiver, and the deed involved. The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect.

The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect. The deed was delivered to the receiver, to take effect.
shining its light a legal delivery. It cannot take place unless it be called upon by the court in the case in those oppositions.

action against. I do not appear that the title of any of the parties above the other to produce it. Moreover, when such conditions make it apparent that he has not made up his mind on the subject, but every deliver of a deed must be accompanied with an intent to convey an estate or it is not a legal grant of the deed.

whiteside and addressing himself to the jury. Gentlemen, the point and controversy is this. It is considered the case now to be committed to you. The evidence has been heard before you, and the council have very ingeniously argued the case. The chief points being into two ways - first, by devise and record by deed - whether either of these titles are sufficient or not is matter of law. When the court have made up their opinion could the title of deed the court are of opinion that the land in question shall go to Pamela Griffin free to taste it where the deed was made out. It being decided therefore that the estate passed under the deed it is not necessary at present to say whether it would pass. The delivery or not - how parties are to do this - to bring in a verdict first or not. The land
our eror—disconsidered—dissuaded me from being interested and offered in evidence a written copy of the act—then
brilliant named of 37 Geo. 3 which I promissed to publish when called upon to make
of Smith objected to the evidence and argued that the action
was a special act and that the writing offered in evidence was a copy and ought to have been declared on
as such according to the law for declaring on a common
note of hand. The court says he decided that a note
where an action was brought on a note bill the content of it to
and on demand by filling up a blank declaration on a com-
mon note of hand—she court being we decided that the note
was a special one and not declared on in the term.

Smith—plf Denied that the action brought was inde-
plf—the criterion of a special act is not that a contract is
declared in as being in writing but that the terms. The con-
tract must be stated in the declaration.
In this case the plf says merely that the note became
indebted in consideration there of promissed &c. But it also how
he became indebted?—that he actually did promise &c.

But says he I sentenced that the writing is not a specialty
according to the sense in which the term is used in this state.
(i.e.) that it is not such a writing as if our terms must be an act
on or being in writing. A specialty as the term is in the law
waid is an instrument—the consideration of which is the same
as one the earliest English act price but
here the consideration of the term—

attached to the writing.
Smith Justice. I am of opinion that the writs must be admitted as evidence, and that the points are decided.

Justice. I am of opinion that the writs must be admitted as evidence, and that the points are decided.

Mitchell. I am of opinion that the writs must be admitted as evidence, and that the points are decided.

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Fresh in my memory — which is not very bright — is the sight of the Tennessee River, where the distillery was. I don't know how many years have passed since it was taken over by the Government, but I have seen it several times. It was a beautiful scene, with the river flowing gracefully through the valley.

The distillery was located on a flat piece of land, surrounded by trees. It had a large, stone building where the malting and distillation processes took place. The grain was mixed with water and then mashed to form a mash, which was fermented. The resulting liquid was then distilled to create alcohol.

I recall a visit to the distillery where I was able to see the entire process up close. The workers were very knowledgeable and were able to explain each step of the process in detail.

The distillery was closed down by the Government in 1920, after the Prohibition Act was passed. It was a sad day for the workers, who had spent many years working there.

I remember the smell of the grain and the clinking of the distilling equipment. It was a place of hard work and dedication, where the workers were proud of the product they were creating.

I have fond memories of my visits to the distillery, and I hope to return there one day to see how it has changed over the years.
were not liable to be attacked on the ground that the
presence of a reasonable cause of dispute — abatement
in the, which is the matter. It would be possible that
no case can be found in our practice where the present
long fraud may not always be rebutted by the circum-
cumstances, the case. As in this case there are manifest
reason why the writery was not removed after it
was prepared.

Verdict of judgment in the case.

Cork & Collins — Executions not being taken as
one motion — the officer billed — the writ was
served at the time when a return was made. The writ
was returned to the constable — the constable
before the expiration of the execution — the
execution was returned without further notice of
two days after the place where, before the expiration of
the writ was taken, and that it was not delivered
for two days after the place, and that it was not
received before the return of the return
for the non-attachment of the process. The
district court held that the officer had demand
and that he had held
in place, before he returned the writ. If a reasonable
time had elapsed after the demand before return in
the non-attachment of the process. The district court
held that the return was made or not and
therefore sustained the action of the writ. This was car-
ned and the same served before the time of
the ground
that a reasonable time attachment added to the bill 1766.
There was some difficulty to be overcome in enabling the judge here. The record of the motion was that an unreasonable cost was allowed - the adverse party had no opportunity to object - at the time of the trial, being taken under advisement - the adverse party not being more noticed in court to object - it would be introducing a bad principle.
The original proprietors were to be divided by the whenever proprietors, and the reserve or the road and the land adjoining the reserve. The latter were to be divided by the reserve of the land and the road adjoining. Here the Grand Juror told the case to Judge Judge, who decided that the original proprietors had no right to the reserve of a highway or the land adjoining the land and the road adjoining. The Grand Juror told the court that the reserve could not be proceeded further in the argument. He had informed the Honorable Judge who said he did not recall if any were where the decision in Point B had been referred to. The Grand Juror instructed the Honorable Judge about the decision and when they directed the jury without having the Res. Borini in a readable hand written manner. 
Wednesday - Enos & Josiah - Treason.

At the last term - a son of a nonexistent friend was declared to have been involved in the recent election. A sheet handed to the speaker was attacked by Enos, as being the product of drunks. The distillery was kept in the barn clandestinely, upon which the defter brought an act of treachery against Enos, the last term - but Enos was given to the sixth. - The distillery was heard to snarl about a farm of one of the drunks - there was no record. - The attack was given a bill of sale of the Enos. The consequences of it - still farther, it the barn of the barn. - Enos now brought in action at law, the office by taking the distillery to its place. - The quarrel that arose over a negative, that was a translated reverence - then and no time - showed that the mic by which Enos was a man wasn't public novelty. The Delphine
And by the Court was considered — that the impossibility of knowing whether the sale was or was not a matter of public notoriety — or whether the deed knew or did not know it was sold in totally immaterial.

On continuing the eldest of persons — the tender age of the sale — in not an evidence or had some value — merely but it is a tried her — and the only question that can now arise is whether

Acted upon may his Deed.


Norton had adopted Abigail coming to his dispute.

It was agreed by the parents that they would move to

her after — only by the consent of Norton. — Norton was an inhabitant of the town of Briton. — Abigail

went to demonstrate her health — while she was

there she was taken sick — was Norton when the town

or others — or unless the town and at they be ex-

pen — who not obliged to. — This action was brought as. Norton — for reimbursement of sickness to the town.

Part of the language is force to the idea that Abigail

might — or at what the contract of adoption was

or was not within the state. Of British jurisdiction — and the second was whether or having that Norton did actually adopt Abigail — the stock. The deed ought to be

liable to be enhanced in the character of a free justice.
...
held out to the worth that the same may be said of the
wealth that is in the same hands, because the
warehouse furnished her voluntarily where there
is no guard in that in consideration to produce her
wind and saw the case - see the map - where it is agreed
that a hundred years elapsed since the children
were limited to a certain kind of land and where a man
married with his children boarded at a tavern I was
pk; that the husband then got the children
should be related to their board - because we shall not
the word that he had adopted the name of his son. The
case a Shaker's child was also important.

Chief lit. in charism. There are acts of
consumption which should be rendered in the court of Error - but in the Opinion of this court that if the relation of natural father and
adopted child existed at the time the action were in
court - a verdict ought to be given in the suit - that if
the jury found that the relation near died exist - whether
it existed died after at the time the suit the Kotter
county by the court and the suit - then a verdict ought to be
rendered for the suit. So an adopted child in and all a tow
and the parents - in contemplation it was a natural child
living the case and individual in a sort or any thing
providing necessary for the child in the absence of the
natural or adopted father - may have an action for nec-
ture which in expense for such necessaries.
of Norfolk from the county court.

In the town of Norfolk were built two bridges. They were built by the town company under a warrant from the town council of their own petition. By this warrant, the bridges were built by the town company. The town company, therefore, was the owner of the bridges.

The bridges were built in the town of Norfolk before the court of common pleas. The town council in the town of Norfolk were made by the town company. The town company could not make the petition or action; therefore, the town council were made by the town company. The town council were made by the town company.

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Diplomatic relations terminated on January 18, 1861, when the Confederate States of America sent a formal note to the United States government, informing it of the secession of the Southern states and the formation of a new nation. The United States government, in turn, declared that the states that had seceded were no longer part of the Union. This signal event marked the beginning of the American Civil War.

As the conflict escalated, both sides sought international support. The Confederate States,急于获得国际支持, sought recognition from European powers, who were divided in their approach to the war. The Union, on the other hand, faced challenges in maintaining its position and in gaining allies. The war, however, would demonstrate the growing power and influence of the United States on the global stage.

The war lasted from 1861 to 1865, with significant impact on the American landscape and the world. It would lead to the eventual reunification of the nation and would set the stage for future developments in domestic and foreign policy.
...let the evidence of those two laws of the sun—
...will—and with the aid of Hale in a because
...the temporary suspension was accorded to this
...what body of the law was made in the
...the same as the court by the presiding in the
...and in question. Upon examination when the facts
...it's admissible relative to the use of a creditor before
...sound or any true evidence without any
...an objection to this it is of a doubt.
...proposition however was taken of the mind of Mr. K. whom
...on the ground that the former in no event was not the
...between the same parties—that is an unanswerable point to
...the third the question—that evidence elicited
...from one evidence may be used the judge as much
...that the substance of a cause more than a cause but
...it the more could be, or upon the latter—because the
...when and about the senior's account may change the whole
...on the other hand began to Real and the
...the evidence of the case was more than to conflicting evidence
...account. The circumstance of it has, in this case
...within under what was in question to be it was made
...the consideration of the difference that—there were six or
...issue to this long enough...

...As a matter of
...decision it else made no difference in the point of
time. The present was joined to the old made that it was

...
on the merits of the question—beneficent & just, provident
asserted that the consideration of some sort was
given in the land—yet the circumstances attending
the conveyance were indicative of fraud at first
but the original conveyance was fraudulent also & the
transaction between the parties would make it invalid.
It appears by the testimony that the consideration was
inadequate—that Bruce tricked the honor of
father & to further consideration. This being estab-
lished—the fraud in the conveyance takes the whole out
of the statute limitations. Otherwise 15 years peaceable
possession would give the def a title. However it is doubt-
ful whether—had there been no fraud—the def could have
acquired title by exercising an act of ownership as app-
parent by the testimony.

But Bacon & Allen for the def said that the title of li-
mitation always ran where there was an adverse pos-
session. If the def had gone in and turned out Bruce
mechanically it is clear the possession would be adverse
the statute of limitation would run.—But the def acted more
upon the principle of humanity—he entered peaceably to a
deer that ever since maintained peaceable possession.
by the consent—the act—a licence of Bruce—(see record ref)
where the def built a house upon the latter land under his
licence he held 15 years possession gave him an in the peaceable
title—a similar case in book—the man with land & another
the grantee after 15 years, & the may hold as all the world.
The act is a beneficial one - it tends to quiet more in their possession. But it is contended that the consideranue was fraudulent - that the consideration was inadequate - it is alleged that it had been paid for it - that there were a real for several acres of land; but it is to be observed that the land was at that time of small value - one of the persons present in this bench is acquainted with the very rise in the value of land in 10 years last-it has increased to ten times, or twenty times, its earlier than the spot of land is not large & if the purchaser could almost cover it if he should lie down upon it.

Swift &c. in delivering the opinion of the courts said that if a man enters into another's land under a license the state does not run in his favour - that the fraudulent transaction here is insufficient itself to keep the state from running in favour of the defendant.

Verdict &c. should be set down.
Superior Court

No. 1806

Matthew - Joseph

It was admitted that the debt was in his favor. The debtor claimed the land in question in virtue of an execution issued in the latter part of the year 1805. The executed charged the debt on his in favor of the execution. It appeared upon evidence that in the evening of the third of May 1806, the Debtor considered in debt made on debt of all his real estate in a bill of sale of all his personal estate he had over and above the debts recorded, and on the following day they decided to execute said conveyance. Dowan as it appeared considered his undertook on the most .

writ of his creditors. He repeatedly told them that if any property was left after satisfying debts, they should be paid first. He often said that he hoped there would be plenty to enough to pay the whole of his debts. Dowan continued in the form and at the time for a while.

Justice to the debt. argued that the circumstances of the conveyance exhibited manner of the fraud. The grantor made a general sale of
all his cases the reason was not to be found at
the sale. The sale was made by a realtor in
state manner. (see court system).

strongly that once entered—argued that it was no
fraudulent conveyance. The badges of fraud
spoken of by the courts are applicable and the
legal proper and not mere profit. In the
case of Baltimore, et al., it appeared con-
dence that all the properties real or personal
was conveyed to 

the 

Deeds were lodged with the town of Baltimore
all towns.

recorded—so there was no actual knowledge of the Deeds. Who was not another in law
of the grantee—The tape book which was not re-

side the conformance—It appeared to the true
that it was not in the 

Wade about the value
of the land—So in this case, as we have before
that Wade was made, unless to apply it.

Wade in reply said that the case of the Wade
went upon the ground of the condition under
which there was a reflection, etc., and the sale
covered. The doctrine of the transfer of land.

owner is held not to know that exception at
the grantor of real estate nor conclusive
evidence of fraud. The primary feature was
that

it was not

witnessed

time.

The legal,
case - Pratt v. Williams. Thursday — 1849

This was an action for damages by a tenant of a lamb machine. The plaintiff and his tenant executed a warrant of a transfer from

Phineas Pratt. The plaintiff produced the original deed of transfer from Phineas Pratt. The deed of the deed of indenture — the deed — recorded in the

office of the department of state as such a deed — on such a date — an such a volume — signed by the tenants of the land — the tenant —

Jasper, et al. — said that the deed of indenture — there being four — signed by the tenants of the land. — No record was made of the

indenture — the deed — signed by the tenants of the land. — No record was made of the indenture — the deed — signed by the tenants of the land.
of bearing a witness - Here is no reflection on
the stock of public officers, either of national or state
families; but in the midst of much less that
inhabitants, house, and have been, the same.
- The superior court have declared that
a mere certificate of the act and not the
state that the act was done is not suf
ficient - the secretary of state must certify
that he is the clerk, and he - we consider
this action that the act being in clerk is the dep
ositions. The case does not amount
- to their clerk - the law of the United
States requires such office-clerk - man
be done before the act of the clerk.
- because the law of another state - as well
- as the officers of another state are not otherwise
be known - and the law of the United States
are here known are - the law of the
United States provide that as a rule that
be entitled where state. The statute rules to
the court - have - admitted and admitted
had the certificate been to the effect that it
would be admissible. And no more of it seem
the inadmissible.
...tion be a continuance — all claims to said case, had been continued in the premises, it was nothing of importance. This fact
that proceeded to court to have judgment in other cases, matters of this kind — continuance
are entirely grounded upon the usual cases,

The court — it appears, is matter - present
that evidence is void and — it is submitted,
in the closed case, in the instance
and are therefore the more worthy of a

This fact can't be taken in evidence. The Doe
and formed the fact in the use - he
premises as your certificate as he could, and
the court, and that these individual two, erect
it is the fact at transfer is not a good one
all, reject in resubmit that it was made, it the
the hand, and have obtained better

Ejection — 

No fault, &c. &c.

And these persons having and the
man, of said land, and land
subscribed by

No fault, &c. &c.
that we act that way on view with him. He
agreed to that Mrs. J. agreed myself to
hand on her own account. I did as said to come
She felt very likely agree to take the land in
the name of the firm. Webster not in the name
of the firm, emigrated a due to the last date in the
name of the firm. - letter at the time of the
purchase was in her name was nonsense so little
Webster made. When letter returned雌rite to 8
him at the purchase. - in the same letter to unders
stand that I met it with one nothing to with
the purchase. - Webster was called and I went.
To tell what letter said when he was supposed to
the purchase. - He was called to but he went
and asked what was intention to reason out the
covenant of warranty. Embodied 1 must be 1 must.
He asked for once and I - command him to read
the 3 that would be in the case and the warranty.
The contact of letters to him: Webster to come
to a time a each again to be decide - to one
the first to one time and the contact of one deal
only one advice be noted to particular did the money
in no respects because the situation is the in
her book to have the time of one be read to
receive to a extent of one. Then to lead
Webster's statement that he did not remember the expression of his mind when he was informed of the fact was that he said he would have nothing to do with the land—"batten he said," gave no advice nor directed where another should bo made in the case. Had his impression that he himself had not charged it to

the company. To the mode of expression, the bill objected—"it was a matter which Webster could be certain—it was not a matter of opinion." To that he could testify as the designated customer for witnesses to testify against his client, he never knew the designation or the client. J. B. Smith doubtless expressed the impression that Smith's office had nothing to do with the bill. The witness might testify as to his client, and between the counsel. But we might have the same written whether she did charge it—without any implication or belief as to charged or uncharged. Here let me tell you, and more cases a man may testify as to his client—"be where it was more matter of opinion." There seems to be a kind of

difficulty in expressing the matter in any way at all. In the case where the witness might testify as to his client, and in the case where the witness might testify in another's behalf or not at all.
Gentlemen of the jury — I am directed to say that the land was originally owned by the A—— that he gave a deed of it to Webster & Flatton merchant company — that the land was mortgaged back again by a deed executed by Webster — or Webster & Flatton merchant company — that the deed is now under hypostasis. Now the law is that a conveyance of real estate is not within the scope of a coverture transaction. If flatton took any part of the land by virtue of the deed from Webster & Flatton — Webster could not convey it back to flatton unless under a special authority which is not intended for in this case — the general authority of being a merchant in commerce is not sufficient. The court are of opinion that there is upon the face of the deed from Webster & Flatton to flatton the presumption of a coverture on the part of flatton — and that the property did rest in the coverture and be afterward divested of the coverture. The first inquiry then is whether flatton attested, heard or the fact to determine this you will have recourse to the act and the respective section — the act mandates that these flatton may be equivalent to other's client after the coverture died defense then you are do no further but to bring in a verdict for the defendant — but on the other hand if you find that he did not divest then there arises another inquiry. And that is — whether there was an actual tenant as to the land during adverse holding — in the tenant in com
cannot bring an action of ejectment against another under there be an adverse holding. The taking the whole of the rent or lands, or much
and not amount for an adverse holding. and as the
inference to arise of an actual 
and the part of latter than you will begin in a moment
the left
Note the shore had purchased a certain plot

Account of Trench Debt—Jabez Hall & Child.

Jeff prayed one of the account—then pleaded that
the plot of land had on such a day made an agreement
that the plot should bring so much of timber and the ship yard on a tiddy time of each
day—so that the plot should pay so much in goods
as much in money &c.
The timber as it appeared was all brought but not at
the day fixed—The plot's charge as appeared when
one were on the timber delivered—

Demurred to the plea—

Mr. Horne, who had not these as more wont
and than to remain to bring there due to their
ways. This they had enforce with a special agreement
so to pay in a stipulate time.

and brought in the plot. but I have a different case
From that of a servant's wages book belongs to the
wage – This was an indenture entered into by
the parties – that was an act of the Legislature
containing conditions which the servant overah-
used himself to – This agreement contains a
complete remedy. – The facts should have brought
his action when it. In July 31st, Dredges Eq. 350. A. M. 350.

Judge in Del. –

Petition for a new trial – Strong.

The plaintiff stated that new testimony had been also-
adduced – witnesses were produced – the defendants
objected because they were the same witnesses
as were produced on the former trial. The trial
they can now testify what on the former trial.
They did not testify – but they might have tested
all this at the former trial as well as now.

Petition not granted.

April 11th 1839 – Dredges J. Homer – Claimers.

This was an action on the case – Stating that the
Dredges negligently managed his team, that the cart
was then broke the will of the horse – It appeared in evidence
that the cart was going up a hill without danger, and the
Dredges team (not of our own horse) fell walking opposite the hind
breast of his cart (being loaded with wood). The cart on the left
side of the cart was stuck – the horse attempted to turn that way but
his carriage run back as the team – hot took place back on the
middle of the path – the other side of the path was a bank equally
high, but the fence within one end of the fence in same condition.
No time was alleged when the injury happened—Huntington said it was matter of substance—motion for a new trial allowed without costs—granted.

It was admitted that care was the surest remedy of death in that infant, was no excuse—true not guilty—judgment pro Deff.

Clarke Sturman pres. Whittlesey Huntley pro Deff.

Middlesex County—Superior Court 31st July 1810

Swit. Ch. J. Trumbull & Bronners Jr.

Defendants' case—

The defendant relies upon the 5th section of the act of the 4th session, respecting patents. The defendant declared that he had made valuable improvements in the machine for making comb—sawing the teeth with a smaller circular saw—pointing them & polishing the combs—by the method of clamping the combs when the face—

That the defendant in violation of the defendant's patent had used & improved a similar kind of machine &c.

The defendant relied upon evidence that all the improvements alleged have been made by the defendant for which he had obtained a patent were known in use before the defendant obtained his patent, or used himself (note the defendant was assignee of patent granted).
The Def offered Pratt the patentee as a witness to show how he made improvement in his saw - of the Def's counsel - did not you see the present Def go to Glazebury for the purpose of discovering how a Mr. Tryon's machine was constructed - by its - by Horner's patent for Def - he cannot be inquired of how he obtained a knowledge of similar improvements - the question ought to be whether or not he (Mr. Pratt) knew of similar improvements - Daggett's Clarke contended that the inquiry was false - the means one has of obtaining knowledge must be shown or it is impossible in many cases to show knowledge - he alleged - Swift denying - it is sufficient to inquire whether the Patentee had knowledge without showing how he obtained that knowledge - Doane was called the Def & relate what he heard the Def say - Doane was asked if he heard the Def say - that he thought it went to Glazebury to get some comb points - that he intended to fix right of the ordering machine - that he got into the shop while the workmen were at dinner - saw the whole of it - Horner objected & relied upon the decision of the Court just made - too he was unanimously admitted - Whitney was called by Def & proved that ivory dust was had been in a long time used for polishing tools - he was about to state that he heard Mr. Reed say he (Reed)
had used every art long before - 

This is hearing testimony - it is not the best that 

had be had - Held himself should have been 

produced - See for our admitted Bramner 

statement —

Horne argued said that the Secretary of State 

Attorney General had decided that Pratt had made 

an improvement upon the Corning machine. That 

this improvement was a valuable one, - That 

this decision was conclusive - See non allocatio 

for the Boston charging the jury said that the 

patent so obtained secured to the patentee all 

the discovery or improvement he had made 

but that the patent was no evidence & a tertium 

not conclusive evidence that any new discovery or 

improvement had been made - or that such dis 

cover or improvement if made was valuable.

Verdict of Judge for Def. 

Mathew & 

Motion to enter of jury vacating Pratt Patents - granted. 

Pratt This was a writ of Error from a justice of peace 

Bonds of Apprehension & duty when the writ of Error were 

not certified in the hand writing of the judge who quad 

the error - plea in abatement for the object 

was ruled & a respondent can be awarded - a Justice of 

the peace may amend the record if within minutes to 

amend by — Edmonudic —
Hungerford v. Willey

Hungerford was the captain of a militia company in Exeter, New Hampshire. Willey was said to be a subject of military duty. Hungerford directed that Willey be tried by the court martial. In the course of the trial, it was found that Willey was a resident of Exeter and was exempt from military duty. Willey pleaded the jurisdiction of the justice, stating that he was exempt from military duty. The plea was heard and the judge ruled that the justice had exclusive jurisdiction of the matter. The decision was appealed to the court of appeals, which ruled that the justice had exclusive jurisdiction of the matter. The case was appealed to the Supreme Court of New Hampshire, which ruled that the justice had exclusive jurisdiction of the matter. The case was appealed to the Supreme Court of the United States, which ruled that the justice had exclusive jurisdiction of the matter.

Hungerford brought his writ of error, and the plea to the jurisdiction of the court martial was overruled. The court ruled that the plea was not sufficient to justify a verdict of not guilty. The court ruled that the justice had exclusive jurisdiction of the matter. The court ruled that the justice had exclusive jurisdiction of the matter. The court ruled that the justice had exclusive jurisdiction of the matter.
Braddock's Debt on Judgment in Malacca.

Def pray one of the several proofs &c by which it appeared that the parties were present &c were heard that Braddock was the Opp (Acting Treasurer) that he was not sued when appeal was taken &c. Court that a bill of cost was taxed as Braddock &c paid &c ordered therefor. The Def then pleaded that prosecuted the action without lawful authority &c appear therein &c concluded with a verification. The Opp replied &c traversed the allegation that the suit was carried on without competent authority &c concluded to the country. Def demurred specially assigning as cause there the Opp had traversed a negative &c.

Hence in support of the Demurrer said that the party might take upon himself the burden of proving the negative or throw it upon the other party in some special cases yet this was within the general rule that the party leading the issue latter country must deny a fact &c not affirm what is denied by the other party (not settle) that it was competent for the Def in this case to deny the authority of appearance in the first action—The record of the Court in Malacca being only prima facie evidence of authority of appearance. See Notes &c Eden 15 Th. 62.
Whittley for Deff. said that the case was within
the general rule that a party may take upon himself
the burden of proving the negative - the he very
much doubted whether the court ought to consider
the plea of the Deff a negative plea - at any
rate admitting it to be a negative plea - it is true
- when the Deff prayed issue of the record - I take
it - the record to become a part of the declaration
that the presumption is that the parties had acted
it, to appear - Indeed I apprehend conclusive of the fact
If so it is equivalent to an allegation in the record
that the parties had a right to plead. The plea of
the Deff then when this view of the case would be no
more than a traverse of particular fact in the
declaracion without introduction of new matter.
The consequence is that the plea of the Deff is bad, it
should have concluded to the country - the Deff has
demurred - but it is a special demurrer resolves
the first defect upon the record.

I take it says he) the record of the High court is
conclusive that the parties were act by com-
petent authority - Under the case festlatum Ord. 53
that the the judgment of a court in one state be not
considered a doome judgment in another.

Swift in delivering the opinion of the court said that
this case must be governed by that in Term Better.
Superior Court. December Term, Middle

Present: Mr. Justice Smibert, M. J. Smith, Mr. Churchill & Mr. Wilson. Action of Trespass —

This was an action of trespass — the no name was given to the action in the Bill — the Declaration stated that the Def. took away the mast with four fars & appropriated it to his own use — whereby the Def. was hindered in building his vessel & hindered & delay for three months & his damage — the Def. offered testimony to show some special damage occasioned by the obstruction & delay. Daggett & Clarke to Def. objected. If I undertake to deliver at the wharf in Block Island, there, of a quantity of rigging for a vessel by unknown sail — whereby the vessel is hindered & obstructed by the ice — it has been decided over & over again that the court cannot go into an inquiry of special damage — it is too remote. Much help in this case where the special damage is stated so generally. The Def. does not allege how much he lost by the obstruction & delay — nor in fact whether long time. If he would prove that vessels did not sell so soon after delayed so long this should have been alleged as even if he had alleged special damage it is insufficient certainly. That this court would not go into inquiry — Action of Trespass for good
mention a certain case which was brought by the
household and was brought by the
![Image](image_url)

(Quoted by Woodlock) Do you know of any case
where in the action of trespass you have had a
defendant - in that action there is no name - but the
defendant is alleged to be with the force - and the
defendant concludes, "I am (appropriate title of his own act, a
the words) - the words of the plaintiff's nextEff - I
tried that the trespass may be laid with a fair good
and...
In the case of this letter, I am the owner of the land and
I should be unwilling to extend the rule of damage
further.

Summum! I would also exclude the testimony. I presume
in any case under such an action for special
damage, you cannot here because the declaration
is deficient in alleging the special damage.

Mitchell (I don't) have no doubt that in cases of
this kind, special damage may be given in
evidence where special damage is properly
sufficiently alleged in the declaration but
this is not the case here & I would therefore, ex-
clude the testimony. — Verdict for $11,420 &
Motion for a new trial filed — question reserved
for the opinion of the whole court. In some
section of the Supreme Court of Errors this
judgment was reversed — the case was re-
manded & a verdict found for $21,518.
Coleman vs Superior Court July Term 1811 Case
Walcott's Action of Covenant Breaker

The defendant had covenanted to procure in the Def & another certain lands in Virginia for such a sum of money - it was an indenture of two parts - the consideration money had been paid - the Def's partner failed & became a bankrupt & then gave a general release of the covenant.

The first trial of the case it became necessary to prove that the indenture was lost by theft & accident - The Def himself was by the Court admitted & testified as to the facts.

The cause was carried up to the whole court by motion for a new trial & a new trial granted on the ground that the Def could not testify as to the loss.

Athenia for Def was about to read the deposition of -
--- that a writing therein contained was on a certain trial in Napa was permitted by the Def to be read as a true copy of the indenture -

Judge Daggert for Def objected - because they said it was not competent to introduce a copy until the loss of the original was proved - per curiam admitted. This was therefore offered now as a copy - but objected to because the loss ought to be proved first - he said the Court. The Def in order to prove the loss in
produced evidence sufficient to show that the defendant had been seen in the possession of the专利 partner, but the defendant had refused to deliver it or to give his deposition as to the bill—

He denied the declaiming of insufficient evidence to support a bill.

Motion to continue for the purpose of giving the defendant an opportunity to file a bill in the venue against the defendant and to compel him to deliver up the evidence to be heard in this action—On her rejection of the motion, the cause was set for a day of two for the counsel to confer on the propriety of amending the declaration— motion rejected—Peter Withydrawn.

Reply to 1st Troop—

Shannon. The defendant in his declaration stated that he was pastoral on a pasture lot adjoining in Middlesex that the defendant had by reason of there mill claim forced the water back upon his pasture. The defendant claimed a right to do so by his memorial as such. The claim had been made erect within ten years made right higher than before. For about ten years previous the claim had been worn away and washed away so as to leave the pasture good. But before the erection of the new dam the pasture had not been moved in the summer time except when
a course of rains had lately fallen—this was said not to injure the pastures.

Daggert for Yff argued that the Defts could not claim immemorial usage—nor grant—because the Yff had for more than fifteen years next preceding to the erection of the new dam—by a tree and uninterrupted rapeseed.

The jury found a verdict for Defts—

The court returned the jury for a reconsideration. Among other things told them that the question was whether the Defts had used the water—or allowed the water as it had always been allowed or used.

The jury again found a verdict for Defts which was accepted.

At the next term a similar action between the same parties was tried & upon a return of the jury to a secon reconsideration they brought in a verdict for Yff—
December Term Haddock 1811

Court - Reeve, R.S. Baldwin & Surveyor J.B.
Edward W. Stocking - Book Debt

This was an action on bond in goods delivered
defendant's wife in the absence of defendant. The plaintiff claimed
that she had furnished necessaries & the question
was whether they were necessaries. The case was
the evidence was committed to the jury to
judge. The jury found that the goods were delivered to the defendant
with a view to be paid for them, they have not
been paid for then you will find in the bill - but
if you find that the goods were not delivered or
were not delivered with a view to be paid for - or if delivered with a view to be paid were actualliy paid for - then you will be the defendant
verdict for defendant accepted for the

Churchose White - Assault & Battery

In this case the defendant was charged with beating
the plaintiff with a hoe. It appeared in evidence that
the defendant with a hoe on his shoulder went to the plaintiff
in the street in Chatham - that after some altercation the plaintiff stepped back & took up a rake 6 or 7 feet long - doubled it, holding the two ends in his right
hand - in a threatening posture - ordering him the
Defence being in the D's ground—Def refused saying it was not D's ground but highway. D iff there threw over the rope of the rake apparently to entangle & take from Def his hoe—Def disengaged his hoe & immediately struck the Def with the head of the hoe & brought him quite senseless to the ground. In this beating the action was brought.

Whittlesey for Def offered testimony to show that Def had previously to the Battery offered a premium to any one who would take his Def's life.

Lowe to Def objected & said it was improper to show any threats except such as were made immediately preceding the affair & cited Shebridge trial of a criminal case at Hartford.

Whittlesey said the evidence was proper in order to show what Def had reason or might have had reason to expect from D iff when the affair began & when the rope was held in a threatening posture by the court. The testimony is inadmissible. The threats do not appear from the statement of the counsel to have any reference to the affair that happened—there was no connection between them—D iff did not go away from his ordinary business & since Def was told he have any instrument calculated to put those threats in execution.

Verdict & Judgment see D iff 300 & the major.
Daniel White to the Churchills, Trustees Deed Clearing.

In this case the Def charged the Doff with having taken away again that part of the tract.

It appeared that Robinson Doff, formerly owned a piece of ground containing about 20 acres.

In the year 1798 Robinson Doff, sold to the Doff 14 acres from the East end—bounded on the North by—

On the East by the highway in the South by highway 4 on the West by water and land. The

points in dispute seemed to be what direction the west line should run. It was in proof that

there had been a hedge in line since running across the lot in a line and parallel with the west line—nor East line—nor perpendicular to the North or South lines. But which left about 14 acres to the West of it. The Doff in the year 1799 purchased the remaining part of the 20 acre lot

drawn bounded on the East by Daniel White, land.

The Doff claimed that Doff's west line must be parallel with his West line—not a boundary being mentioned in the deed to Doff. The Doff claimed the land as far West as the hedge or line fence.

So far it was proved the Doff had been in possession from the date of the deed. The deed from Robinson

claim to Doff covering a Doff taheed the land from which the fence was taken was produced by Doff.
Whether in the objected deed a conveyance of this land for 11 years or more claims. Know also, the deed is not payable or patible. The deed, therefore, as to the land is void pursuant to the statute.

Hence for Defendant that the deed is void as to one part of the land must be void ab initio. But it cannot be void in toto because the Grantor was in possession part of the land. But if it were void a simple Deed of title yet it may be valid as a license to enter and improve. By the court, the deed is void as to Deed of title to that part which Defendant has been in possession and - but yet it is so null void as Deed of title, a license to enter and improve (ie) provides the deed sufficiently covers the land -

Whilereal in any offense testimony to show that the Grantor of Defendant at the time the deed issued, but the Defendant in possession of the land by meter bounded, and not as the hedges, fence.

Hence objected - any parcel contract respecting land in void, the meters bounded are not described on the deed - the land of the Grantor of the Defendant land at the time the deed was given gone round the lot & show the lot the boundaries - their facts may be shown.
The witness who was introduced swore that two or three years after the deed was given to him he had conversed with the Grantor of Def. — The Grantor among other things told him that while the Def. had improved just where he (the Grantor) intended he (the witness) should not object to that; this was not the testimony the court adjudged to be admissible — this in testimony of a fact that happened two or three years after the deed was given — Per cur. It is admissible not to give the title but to give him license and improve — Normer in Def. offered the grantor as witness to show that nothing was said by Grantor until the time the deed was given limiting the extent of the land — nor pointing out the metes and bounds —

Hartley in Def. objected — these men are interested. The court have already decided that Def. died under an apparent title and pretends to claim the land in question but void of the title — would have our western line limited parallel to our eastern — a space in left between which no one but the Grantor can claim — this is the very land in dispute — so that the witnesses by testifying against the Def will establish the title with themselves.

Horne in reply said that if the witnesses by swearing
In answer, Mr. Richardson came into interest of the 7th a certain piece of land—They would be stopped by their covenants from claiming it as if the Dev. the grantor therefore could not hold the land. I will tell you a piece of land that I have not the possession of not any title afterwards obtained title possessio[n it is not competent to me & says I have not title at the time I executed the deed—I am stopped.

The court were of the opinion the doubt arose not because the witnesses were admirable. If I could be satisfied says Judge Hare that the testimony of these witnesses would not or could establish title in themselves I should be willing to admit it—that appears to me to have an interest. But the while the court said they would let the witnesses testify & if the testimony proved to be material they said they would consider it if necessary. No objection was made afterwards on that subject & it is presumed the evidence was of small consequence.

Here, Mr. Richardson charging the jury that if nothing else were to govern the course of the west line but the deed the court were of the opinion that it must be parallel to the east line—but if the jury had other evidence which one it might alter the case. But farther, I from the evidence
you have the grounds for a motion in the heat of
the 2nd it will confirm with the evidence and cor-
firmance of the 2d the exhibit you show the
2d had a rifle but there was no damage on the
corpse diagram taken by Def as well then a
verdict in Dfl -

Verdict for £1 10 s damages - accept
Watson v Churchill - action of Nondue
This was an action for saving of the Def he had
stolen only that he is a thief he set a former court
the Def has recovered of the 2d a verdict of 1/3 3/8
for taking the 2d are refered to - the Def
offered a certified copy of the record of verdict
to prove that the 2d was Def -
Clark v Largely - 2d's objection - this verdict is no
evidence of propriety - Def may have had only a
special proprie in it -

But for inadmissible - Whether the 2d was
Def is left on immaterial - The record also
prove no more than this - that the 2d had a
right of possession as against the Def - but not
propriety,
Wells v. O'Neil et al. — This was a petition to redeem land mortgages by the defendants & by statute & assigned to O'Neil et al. — The petition claimed by virtue of an execution. The petition stated that such ruined land was levied upon, appraisers appointed & sworn — the appraisals of the land — the amount of the mortgage debt — by which it appeared that the mortgage debt & interest amounted to more than the whole value of the land. The petition stated further that the appraiser went on to ascertain the rent & profit received by the respondents (they having been in possession about 5 years) of the betterment derived on the premises — the betterment of $500 being added to the appraised value ($8,900) & the rent & profit ($1,950) being added to the appraised value ($8,900) — it appeared that there was an equity of redemption in the value of $500 & upward set off on the execution. — Respondents demurred — Dagget, the respondent, said the appraiser had not power to appraise rent & profit as betterments as they were not within the scope of their duty. Homer (notice) relied upon the case of Pendleton & others in Dagg's rep. — But besides in this case the court said: That it is nothing to be set aside. The term 'rent' or profit — according to the terms of a mortgage — is not conclusive.
Eastindia. was in Middletown. She was an action

The father was not the refusal

The father was a draper born in Amherst. The

Eastindia claimed that the settlement

The father was in Middletown. Of course it
to provide for its support. This depended upon

The weight of the testimony was that both the father

Indirect testimony was produced showing that leif was ver

married to Thomas the junior brother

But the general reputation of these boys &

living as man & wife. The witnesses all refer

The witnesses differed also as to the settlement or

Swift Rf to the jury. Gentlemen if you find leif

had a settlement in Middletown that he was married to Mercy - that the Pacon is the issue of these two

If you must have a verdict - you are to determine a

marriage if they had a general reputation of marriag
but if they were not married yet if there was
by residence gained a settlement in this state
the dispute. The illegitimate will decide the
dispute. & this matter — some the court
are of the opinion that an Indian in Texas
born in this state may gain a settlers right
by residence. They are not citizens nor Durin
zone therefore no act of naturalization
& make the a citizen.

Verdict & Judgment for Pet.

Neales vs. Bullock et al. — Ejectment.
Def claimed land in midt downtown in res-
love of the log of an executors - General
claim was pleaded. The execution having been
read it appears that the dairem of a cer-
tain lot of ground were device on - all brazor
appointed sworn - & the land deptered - but
there not of hearing enough to aling the Execut.
the Indenture runs on Thu. & then device on
an acre & half De - & requested the attorney
warrant & affidavit &c. — which was done &
set off an Execution in full.

The Defs produced a deed from genuine land
join in state & the term of execution. The Test
all affected dealing it was fraudulent. & De-
ference on bond & money was also produced by Def


I very date with the end you rat give been to me

...that the deliverance was not

in hand executed untill the executors of the

deed was executed & not delivered本月

ill a week or so right. In there appeared

that at the time the deed was executed to

part of the grantor agreed that there shoule

be a deliverance executed & that the deed was

given to the grantee & not until - 

Whitney in Argument said that where ab-

solute deed given of a man in taking air-

sistance to his creditor & the more security

of the debt & not inocation of the debt

did in fact a fraud & nothing in law & (so

could render it valid) 


(As part of my draft)

Snuball just do you now conceive there may

be a difference between a land agreement

at the how of the execution of the deed that

there shall be a deliverance executed exceeding

an agreement that there shall be one execu-

ted at the time - a land agreement at the

time that a deliverance shall be immediate ex-

pected may perhaps be good & between the

footh of an agreement that it should afterward be

done may not. Do not say that for

this distinction will affect third persons but

if it does affect them the deliverance is not explicit
That the act of conveyance in such cases, where the deed is not in writing, is not a conveyance at the time of the act, yet it is void, and the act of conveyance void of all authority and effect, is not, in the case of a question of title. The doctrine of title is the subject of much litigation and controversy. And we are to consider that the doctrine of title was not recorded, there is no determination in our law books as to its nature, whether it is a mortgage of all intent of purpose.

Perbur. The deed is indissoluble on both sides.

The act of conveyance should have been executed at the same time the deed was to be recorded. The statute directs that the officer should have the execution of the deed, and that the officer should have the execution. The object is that the officer should have the execution. The deed is not void before the conveyance in such cases. The act of the conveyance is not void for want of necessity; it appears that after the levy the officer did not object to the deed, and took the same.
opinions without a rehearing—
In the first, the court decided not in the
case would probably go in a motion
for a new trial. The court then noticed
and I reject the decision. Wherefore
the question was reserved to the
opinion of the court in Banco tango.

Denny's appeal from Mobile
In 1795 to the declaration of England,
Mr. Denny sold his family except Elizabeth
came over from America from Eng. At that
time Elizabeth was a minor child—Her &
her husband came over in 1791. After the
Treaty peace with Great Britain—Mr.
Denny died in 1807 leaving real estate distributed among his heirs. The county
executor distributed nothing to Elizabeth. The
official was taken—the appellant claimed
on the ground that she was a citizen of America & Americans subject to
laws in may be descentable deceased alien dead

Denny, in the treaty of peace between Great Britain &
America Mr. Denny would not have been a British sub-
ject—he was an American citizen—and being such
it will readily be seen that Elizabeth of the
was a British subject could not claim any
right of the British Minister to the Treaty-
The treaty makes no provision for the heir
of American citizen (or) heir that are British. But
further it is the opinion of the Court that
Elizabeth is not an American citizen. The
Elizabeth might have been in fact prevented
from coming to this country with her father
yet whether she was prevented or was not is a fact
with their minds any more than if she had always
remained simple. The being such hostile state were
not claim any right which she had not if she were simple. The she might in
situations where she might be

announced

Pratt, C.J. No. 18

Mort of Error from Justice Hill, Philadelphia

Mort

This was an action of trespass brought
by John against Def, for entering a pew in Bethany
Meetinghouse of which the Def. alleged that the
were science & profession. The trespass was charged
& done on a certain Sunday during public that
the house was devoted to public worship & The
Def in the court below demurred - judge
war in the court below rendered in this - Def. bring this writ of error - for cause argued (Baggett & Clark counsel) that trespass would not lie for entering a pew via armin - it must be case - see Term Reports

On Cur. It is true that trespass will not lie in ordinary cases where a meetinghouse is built for the society for public worship & the pew are distributed yearly to accommodate the people - but here the def. allege that they were second holders of the pew - Meetinghouses are frequently built & owned by individuals - such & not in a corporate capacity - they may own the land simple - the face of the writ it appears that the def. did own the fee simple -

Mr. Dispenery said that it did appear that this house was devoted to public worship - that too at the time of the trespass complained of - property in this situation could not be considered to absolutely belong under the control of def. to allow them this action - the pew would not be regulated by the people who attend public service there -

Judgt. affirmed.
Saunderland, December Term 18-11

Court

Appellant

In re

Appellee

Affidavit of Debt. The defendant, having been informed by the plaintiff, said, 'The debt is 240 pounds.'

The affiant said, 'I am a witness to this event-

The name and address to which all correspondence

Drane during the course of the trial.

The witness, having been asked whether the debt was

indorsed, answered whether the defendant

indorsed it to Jones, the debt was a

endorsement. The amount due at the suit was

Drane.' He was asked by the defendant whether

because Drane already owed all the money due.

The defendant said, 'I prepared a receipt for

show the defendant.' The defendant

I will not support the right of action

because it was not shown any evidence of a

contract between the debtors in that case. The

writ of law, which the action of account

cannot be supported— in the whole court.

Admirable.— counsel not accepted.

Auditor, reporter motion to withdraw receipt in the

affidavit of auditor for damages.
Nothing is recorded on it that he was a
prisoner, and it is established that he
was made an example in relation to a
court where the crime amounted in a
serious nature upon the said title, in
the way of sale, in the same way except
in a non oral command-it was within the
day. It being that the mistake could
not be avoided in arrest-there was no ex-
nor from the command, neither to take
the other by the action

Thereafter it proceeded and that the
sentence of the jury, it was inadmissible
that the record of the whole was incomplete.

For instance, of the printed order ran
in:

"Nothing among other things said that
approving the sheriff might go over the
head of the justice being that it was no im-
crime entry-it would be qualified-high
but follow this:

In this exam, the jury hope that no words spoken
by a judge would prejudice the sheriff in striking them-un-
less they were accompanied by an assault"

Verdict: Guilty - 12/17, 1735, Deane & Co.
The action was brought to the vy to right
of the vy in taking and producing in which it
appeared that the destination of the vy had ever
arrived. The vy arrived at the port of
destination let to at Pat. Residence was
ordered by vy in shaw that it was agreed by the
vy that the vy should proceed to the
borders. Left rejected on the ground that no
parole testimony can be interposed to contravene
the operation of a written contract.

Mitchell said that in a billervice
on the Eastern course - received a note for
an instance of this sort - the parties had
agreed to his son & woman by a written bond
for his master to take the vy to see.
The court admitted the testimony—It is very
important to admit para. testimony to show
the breach of covenant—To show that the plaintiff
agreed that such and such acts should be a perform-
ance—Verdict and judgment.

Interest was allowed on the Balance after it
became due.

Rushell vs. Mann—Plaintiff, James Rushell,
Defendant, William Mann.

Defendant claimed by a warranty from Menchaw.
Plaintiff, the defendant, Menchaw. —Def. oc-
ceded. —He is entitled to the covenant of warranty.

Defendant's claim that the covenant of warranty ex-
tended and the plaintiff, his son, was a substitute — Not
in contest. —The defendant is incorrect.
The court in charging the jury said the court of probate had concurrent jurisdiction to determine out of which fund the debt should be paid—it was a judicial act not ministerial.

Verdict for the Debt.
Ahiller H. Seilin, exposed to adjust a bitter
on Miller, New York. I have the receipt in copy.

The trial was conducted in Connecticut. The
defendants, in retaining the lawyer, before
the trial was to attempt to influence the
defendants, as they had decided. It was my
intention, in the matter of the disputed.

The trial should be executed and no
injuries the entire Barrett.

For such testimony it is now that the D of H having
arrested the D of H, retained him in custody to
accept personal property, when tendered.

Staple object—this is an act of fraud. The court
was aware of it, and refused to sustain it.

A transcript of the trial—had the action been lost,
for which the evidence would be admissible.

In the court. Inadmissible.

Motion in arrest. The D of H for arrest stated
that one of the jurors before they had agreed with
a verdict declared that Morgan, one of the D of H.

The court was not

This declaration was made at the trial. Morgan was not

embarrassed at the trial, and there was no opportunity to
object in more than a mere—having been notified in the copy
by the court. Let judgment be arrested.

Not in evidence.
The proprietors of the said common field, at Haltam, had suffered a bridge leading over a stream, situated in the common field, to fall into disrepair, so that it was hindrance to the common field. It was alleged that the proprietors had, from time immemorial, until 1849, maintained the bridge—thenceforward, rooted & discontinued farming by which the ditch, claimed by the plaintiff, was obstructed & hindered from falling into the common field more than by a circumferent 24. Pinfold was clerk of the common field—H had a proprietary right to offer one of the proprietors to testify as to the agreement of H to maintain the bridge at his own expense. It was alleged that the ditch was of little consequence to him. H objected—ditch, the ditch is not directly involved in the event of the suit. This corporation or company is not like towns or cities, the latter are associations for public purposes, circumscribed by local limits—the former, only as private reminiscence. It is like banks, steamship companies. The defendant, in reply, said that the proprietors of common field were more like towns or cities. The conclusion was the court—his witness admitted, &c.
All in all, there was no dispute. The court stated that if there were no objections on the part of the proprietor of the common land, the defendant would not be required to repair the damage. The verdict was in favor of the defendant. Nothing to a neutral — go to the next section.

Chapel of —

Mann's motion in arrest of judgment —

Action on the case for injury to the meadow —

There was some dispute pending the trial, and the meadow was inspected. One of the defendant's men showed them the boundary — then facts were stated to the court in his motion — verdict being for the defendant.

For the court, let justice be arrested. It is to be presumed that there was improper conversation between the hired men and the jurors as well as improper contact on the part of the jury in going to inspect the location.
While at work — book debt.

The first article of charge was a bill in the name of woman either — it was proved that White had furnished the Defendant with the cloth to make up into shoes & dispose of them to the best advantage — the Defendant to take one half of the profits & Left the other half.

Left objected to this charge because it was not a proper article of book debt — but must be recovered in an action of account.

Per cur. Let this article be struck out. The debt did not accrue at the delivery of the shoes, but the Defendant failed to receive the account for the profits.
Dear John,

Walter Croker, a former resident of the town, brought an action of trespass against John Smith for a fence which he alleged was built by the latter. After several arrests, the case was finally tried in court.

The judge ordered the arrest of John Smith and a warrant was issued for his apprehension. The warrant was served on John Smith and he was brought before the court. The judge found him guilty and ordered him to pay a fine of $100.

Sincerely,
[Your Name]
more than a year previous to the service of the Process, but within a year from its date—This was the only Notice attempted to be proved—The Def. objected—the Court admitted the Testimony—Bill of Exceptions filed—The jury found a verdict of guilty. In the Act to recover the Patent & lost all the Issues to Exoneration.

The Def. moved in arrest of judgment: & stated that the Statute was not read—no word and between the word three dollars and the word thirty five cents, was omitted. The said Treasury was in the said Treasurer, and that the Statute had brought the action in his own name & in the name of the Treasurer of the State of Connecticut, when it should have been in the name of the Treasurer of the town of Old Brook.

Counsel the Def. now brought his Notice Error. Depost & Notice for Error. Said it had been determined that the Statute of Limitations extended to. One time action

of course this action is barred, if the service or the suit & not the date of commencement of the suit. For the word of the Statute, made exhibited—mean no more than that the suit shall be commenced.

And as to the notice recital—the Statute declared that no suit was uniform—that of the party to himself, & of the State, in the words read or exhibited in reality a public Statute. He shall be held to an oral recital not declaration, and as in the said recital there is a manifest inconsistency retaining the Treasurer of the State when the Penalty is
made payable to the town

For this reason, all acts that are intended to be performed by individuals or through the government. The words and phrases mean the things that are to be done before the law.

To the Governor. The English law has in modern times been much relaxed —

but I believe the decision on this subject have been uniform throughout —

because there are many reasons why they should be relaxed — especially in this country.

While in some respects, which the people complain of perhaps would have been better if have joined both the file of the state and the treasurers of the town — but there is no cause to arrest in this —

The Governor will want a complaint — the words must be in a complaint — a complaint of a justice — and the case — but there seems to be the same reason for the state and the justice — but believe the state and the case to continue as I will include these — I am sure that now, the agent attorney immediately prosecute the state bearing in mind that the law can not be extinguished. The man will come up after the application, and when comes into the state — but otherwise it is to have in the state sufficient time for the man to remove the first complaint that he intended to move
Where a party under a decretal order to make a payment, when he
and not under the power shall be held to an actual re-
sult if he fail himself up to the limit required. If the
least variation will be fatal, in these cases section
the court reserve the judgment without enquiring into
the place—

In estimating damages the Def objects to declaring
not in the Court below because the Def below could
have demurred to the Declaration—

All forget then that at the Def before the latter
had pleaded to show he could not before the County Court
go back to a demurrer to this opinion as the Court
— Formerly the Def insisted that objected
in another ground—that the County Court had not
jurisdiction of the matter because they could not
render more than $3,415. But the Court
allowed costs from the beginning.
Dr. Clarke administrated to Samuel Richardson & 1. Lord

The Defence of Richardson & Lord &c. Which tho' they may

have given birth to another main appearance of the said

Richardson's humbleness—The 8th of June 1720 was the

second since the present affair began—As for the care of

James—without evidence of taking and administering to the

present health of his health. The present suit—Richardson no more

an inhabitant of the state—The 8th of July

For Elizam— grounded and safe

Doctor's bill—Dr. Tandy's in the care of

Richardson & Lord &c. In his office or at his house

he had been and was arrested after verdict in the Old Bailey

mention. The cause having been continued now some time

the 8th offered the discrimination

The justice also

and it was heard and did on the 8th thereof that a suit was

The 8th of July &c. be read

It was not admitted.
Superior Court Dec. Term 1813
Court: Mitchell - Supreme Angers.

Rule 3. This is an indictment or information charged to have been committed with one Arthur Wright on the 21st day of June 1806. At the time the defendant was a minor under the age of twelve years and the crime charged at the time of such act - The counsel for the prisoner objected - It stated that this was within the statute of limitations. This was a prosecution upon a special statute - a prosecution when a penal statute - for crimes whereby money or property or money or any public treasury are limited to a year - no statute applies to this case, but it is a limitation on a special statute and within the exceptions - 21st day of June - Let the testimony be admitted.

The attorney then testified that in or about the 21st day we the prisoner was last seen with another Wright called 2d. The attorney for the state offered a witness to prove that another was seen with another Wright indeed at another time this year.

Counsel for prisoner objected - It stated that the indictment charged the prisoner with only one offense - the offense was offered to prove only what the prisoner had in any manner or means to prove an offense on the 21st of June 1806. It is true according to the determination of the court and had the prosecution was not continued to day, because in the indictment but may prove any one offense within 20 or 20 years.
The rule is the same in Trophys - If a man is charged with only one trophic in a declaration, the party may prove any one trophic within three years but cannot prove two trophys for a single day under the allegation of this form - And the reason why no recovery in such action will be another action for another different trophic within the same three years is because nothing appears by which you can determine which trophic was proved in the first action.

So if a complaint be breach of Sabbath - If the complainant charges a man with a breach of one Sabbath you cannot prove him guilty of the breach of another Sabbath also - you must take either the Sabbaths both or both.

As if a man is charged with paying slanderous and iniquitous money on a particular day - you cannot prove that it was the same on that day if also on another day - you may prove one but not both.

Fromallie once the law of a case of this kind in Northumberland County, this exception was taken to prevail.

Mr. Horne in the state said that the proof in the present case could not be tied up to an offence at one time. All the act done this sort which we may prove constitute in contemplation of law but one offence, tho' the parties or were transacted at different times - Many times offences must be proved by circumstantial evidence - Circumstantial evidence is the rule in this process it is impossible to convict any one on such evidence. So the Court is admirable.
The accused then offered to entice a return, if the court would discharge the jury.

The staple was that the jury could not be discharged. The next move was to return a null and void verdict, but the jury must accept the decision because they have sworn to make a decision. The opinion was the court's (see Day Rep).

The former then went on with the trial. He offered the chart to prove the marriage of Betta Wright. He could identify her as the maiden name of the Wright. The former then called another witness to prove that the last Wright & Betta went away from the witness's house together, and came back together. They were afterwards as man & wife - object to the variation - inadmissible.

The former asked the court to give their opinion upon the sufficiency of the testimony relative to the marriage in the charge of the judge. The court charged the jury that if they found there was no evidence of a marriage of Betta Wright they must find a verdict of the Pincu. If the opinion of the court was that there was no such evidence.

The jury found a verdict of Not Guilty without delay.
Solicitor 

The informants charged the said X. have been committed at 11 different times in eleven distinct courts.

Staple in the Brioncase moved towards all but one & stated that by the English law Th.: (p.17) on cannot charge a person with more than one distinct felony in one indictment. That in no case decision was a felony.

Hrmes in the prosecution said that. Solicitor was nothing - it was not known as a public offence in England & our statute (containing it as known) did not make it necessary a felony - indeed by no law we have no felony. Therefore the English which applied only to felonies cannot apply here.

While in reply which that every offence the punishment of which was whipping or the state was a felony. By the court - Let the information alarm as the early exhibits to support one cannot cannot be added to support another can be indicted with proof on another count in making up the verdict - and there can be but one verdict. one libel & one punishment.
Mr. Hermes then offered a certificate of the Parish at St. Botolph of the record made to the St. Bacheer of the marriage of James Wright with a certain name. The year was not mentioned but only 29th Nov. Stabler objected and said it was not admissible because the record was never made agreeable to the statute. Hermes said it was admissible as far as it went he acknowledged it did not itself prove the marriage but would help with other testimony to make one the marriage—Stabler in reply said the Bourne or caution held out a redress in this way by parole testimony the marriage may be proved by a certificate or by parole testimony or by both but you cannot hear a declarative record in court.

By the law the certificate is not admissible—by the practice it has never been considered necessary to obtain higher proof than the record or declaration of the marriage—this is insufficient if complete—then a declarative record or the like here Dr. is not admissible.
Write of Errone

The original action was brought on an affidavit receipt of an execution claiming that the Deff, on an executors bond, received an execution on the Deff's property. The Deff never collected the money nor returned the executors bond. A plea in abatement was put in before the Court that the service was not made 14 days before the return day, but there was a demurrer. The Court held the plea insufficient and ordered a refund of money. The parties went to trial, the Deff obtained judgment. The Deff brings the writ of error. To the Court.

Manifest Error

Begins on a new page: Write of Errone

This was an action of trespass brought in the County Court in which there were but two live counts. The article traversed appeared to be the same in all the counts. The alleged loss different and the value of the article in each count, under $50. The parties went to trial. The Deff went up as the Deff. The Deff moved for an affirmative, it was ordered to be the Court. The Court refused to grant an appeal. The Deff brought this writ of Error. To the Court.

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