July 9, 1923

My dear Mr. Godard

Having received no intimation that the box of books sent to you at the Connecticut State Library, in April, was ever received, I am becoming uneasy as to its ultimate fate. Perhaps the box was improperly packed or mailed, for such a weight and failed to reach its destination. There too, you may have been uncertain about our forecast.
addres, which was, of course, my own fault because of the confusion and trouble of having additions and changes made in the house. work that has been long drawn out.

We are now, however, quite pleasantly settled in our new home which is still in Chena, on Wist main street, where I hope you will call some time if you are motoring this side place.

Sincerely yours,

Caroline S. Russell
Municipal Law:

Law in its most general sense is a rule, inclusive of all the rules of a country, whether distributed in the form of civil, criminal, or other codes. It is the fundamental law, and the basis of all other laws. Municipal law, in particular, is the law of a city, town, or other political unit. It is the law which governs the relations of the citizens of a municipality with each other and with the government.

The definition of municipal law is different from natural law, which is the law of nature or the law of reason. Municipal law is the law of a particular community, while natural law is universal and applicable to all mankind. Municipal law is the law of a city, town, or other political unit, while natural law is the law of reason and the law of nature.
...
All the branches of language could evidently
be laid down in a number of good orders in the
construction of words. Words in language gen-
ernally do understand as combined according
their known nature. But words, by repetition,
tend to mean the same in which phrase of com-
mon or ordinary understandings might be given.
But terms are always to understand being
according to their common acceptation in a more
abstracted mode of that art. Hence when the same principle
able is a word have a known title, either im-
port or implication. The words is used in a sentence, the
importance is derived from the fact. The word is
ascertained the meaning of that word — the top of
horse the word used in a sentence — for a phrase
not to stand in the same as it is. In the declension of
meanings, the definition of the word, the connotation of the
sense as much as philosophy to be mastered. If
the word is used in the same time as the word,
the word is given in the same — these meanings
and can be established by the context. This is a rule
may be observed in the same reason where differ-
ent lexicographers are made in parts of the
same language subject — because must be taken to be
the, view.下雨 the meaning of the other view

would
Municipal Law. The loose rule is, that the wording the law are always to be understood with respect to the rule and not matter of them.

644. The fourth rule is that the effects and consequences of that different understandings are to be regarded and that is what always furnished the argument at issue. The recent—when upon restating the premises can held be the precise and definite meaning cannot be gathered from them. The meaning plume in the

And fifthly, the most important rule is one which perhaps will not do all that others is that the reason and spirit of the law are always be constructed in putting a true construction upon it. This rule is called the equal textual rule of construction. The other rules are merely ancillary to this. From this rule results what is called the equality of laws. Equality of laws is defined by another to be the correction of that wherein the law by reason of its universality is deficient. But equally.

Blows. One would be ask to understand the meaning of the term equity in here a rule without giving other definition there with it. So it would seem to ask a duty to that construction which Courts of Equity rather than a court of law would give it. But other an established rule that courts of equity courts of law.

656. But the same construction on statute—The section 2 can be an equitable construction of the law in construe accord spirit.
In a construction which is contrary to Municipal Law, the true intent of the law maker. In instances of this kind of construction, it is required by Blackstone, as having arisen under the law, the claim when certain law is provided that in case a parcel should be wrecked, part of the crew escaped, those remaining on board should be entitled if they were saved to the goods on board—a question arose whether a man who was out in his launch and capable to escape should it in such case the goods men saved be entitled to them—& it was held that he was not entitled to them; because all that the chief intended was to create an incentive to try on board at such times.

Municipal Law is of two kinds as the Unwritten or the lex non scripta & the written or lex scripta. The Unwritten Law includes the common law, property, etc. & the particular customs of a particular law observed only in certain particular jurisdictions. The Unwritten Law is a customary law—but according to the above definition, it is not strictly proper to say that the Unwritten Law is the common law. The common law does not include the whole of the Unwritten Law, but it is a branch or species of the Unwritten Law. Unwritten law is so called because its original institution is not set down in writing.
6. **Unwritten Law** - Original written memorial of which can not of itself be called the law - but it is founded rather upon immemorial custom or usage. The first branch of the unwritten law is called The Common Law. This is a customary law - a general custom - as contradistinguishing some particular custom - and it is called common both because it is customary & because in England it extends over the whole realm. The common law like all the other branches of the unwritten law depends for its authority on past usage - as the term is used in a universal relation & from time immemorial. A good custom then - it must extend back to the time of legal memory (i.e. to the time of the accession of Rich. I to the throne - in the 12th century). This is altogether theory - meaning by custom & practice. It is not true that the law law in its present state of perfect existence at the time of Rich. I - yet in theory the law was then & always has been. While it is now - but what say they - was known in the 12th century of the Mercantile law? Nothing - not even the name at that time was ever heard of - it is merely ideal to meditate the mere name & such thing the present system of mercantile law of that period. But as the original institution of the law was of set days in writing.
the question may occur whether municipal law and the common law be found. The only proper inquiry is that the evidence of the common law is to be found in the records of courts, reports of cases judicially decided, treaties, and skillful and learned men in the laws—the opinions of judges are not the law if they were the evidence of what the law is. Thus the first chapter of little tone and the most authoritative & correct of any other which has been universal approval of yet is not the law but the evidence of the only, but if otherwise as the act of Parliament there are, not the evidence of the law but the law itself & must be taken just as they are written. There can more be departed from the jurisprudence which would be the case of the law of if it were written—courts would be so much bound by them as by the laws of Parliament.

precedents in a former judicial decision on the point in question. Nothing short of a judicial decision can properly be called a precedent. The mere authoritative opinion (or that of little tin like & blackstone) are not precedents. The opinion of judges is not decisive of precedent.
Unwritten law—But the precise point which determines the matter of cases materially decided is a precedent. The judge often lays down rules and principles—correct & instructive but they are not to be regarded as precedents.

As to the authority of precedents there has been much controversy. But says the Court to be 405 it may be the better opinion that precedents issued are always like written rules fully adapted to an unjust, precedent therefore are needed to be overruled—because their reason cannot be discovered. They are prima facie law. The who would avoid them must take the burden of proof upon himself viz. he must prove that they were false or unjust.

But the customary law was actually never to be built up by courts of justice. Judges of the highest courts in Westminster Hall, &c. there a customary law—there justice there must inevitably be a failure of justice. It is no high a physical impossibility to say that justice would be done in the most simple case imaginable—that I do not deem it too much to say that it is absolutely impossible—without a system of unwritten or customary laws. The state consists of positive rules & such are binding whether reasonable or not. But on the other hand the law is i
commit to system of principles. Town, Municipal Law, and upon logical deductions. But if the law was created by courts of justice—how is it reconcilable with the definition of Eulcriisal law?—

"Courts of justice are not the supreme power."—The courts of justice are not the supreme power, yet whatever law they create is the law of the land. The supreme power do not abrogate it expressly, but it is considered as being made by the supreme power. The supreme power acquires it in that which it does not expressly abrogate. So they do (as much necessarily, implied) without the law to create it. Besides, the courts of law are dependent upon & subject to the regulations of the supreme power and so may be considered as agents of the supreme power for quo facias declam fac, per se.

Modern decisions show us rules of law are not the law itself—but it is evidence of what. The law has been from time immemorial. But there have been entire branches of the common law established since the time of Richard II. Principles of insurance were unheard of at that time. Lord Coke states of them as little known in his time. Yet were bills of exchange known in short the whole Mercantile law was built up since that period by a single man (Lord Chancellor), and he has been
Unwritten law—emphatically called the rather from
see of this important branch of jurisprudence.
Let it be true understood the subject of his
in the law very well in his time. But were
he alive now the knowledge that he then had
or rather his ignorance would render him
a mere novice in the branch.of law.
The law of executory devise was equally unknown
in the time of Richard II—nor was it known until
the reign of Queen Elizabeth.
And the same may be said of the law of
hereditaments—when it is called the law of
he made almost the whole of it. But all
this, apparently vague law, the learned
from time immemorial—but there has been
no evidence of it till lately.
II. Particular Reasons.—Differing from the laws of
in that the former is a particular local usage
as the term is to denote—but the latter is a general
usage or custom. The former are called particularly
because they are custom that do not extend
over the whole realm, and therefore they
lit. The, not being explicable to be known by the judge.
Law (as a general rule) must be pleaded. Proved as a
fact. The existence of the custom
must be shown in the pleadings. The evidence of
then the who would avoid them all of such custom
must show that his case comes within Municipal Law in that custom. When one declares, or swears, a particular, it is consistent to the other part to traverse it or, if it be the jury, for trial. But if a custom has been once tried, found to exist, recorded in the same court in which the action is brought — it cannot again be tried — the court are bound to take notice of it. Therefore the custom of Burrough English where the youngest son is to live succeed to the inheritance; — the custom of Gandelier in Kent where the males all succeed to it. The inheritance equally — are never pleaded to much in evidence they being sufficiently notorious. Hence the Blackstone character: the deacon merchant also makes their business small, but says the guild, that is a word of distinction the deacon-merchant was in no local usage. If a branch of the law, law, a govern, particular custom, not only the whole realm, but again, that it is not a particular custom, is evident from an error being re-established to be especially decided, till particular customs are — how can it be tried? by a jury approved by another, yet. It is said, 525 however, that where in any particular case the law is clouded, all witnesses, said that our clients may be introduced to show what the custom is — and they chiefly cite the action of New Holland.
Unwritten Law—But a great ground of doubt is and
likely introduced in this case : to quote a different
175. case from what the usual ones are—They
which are introduced & enforced by the judge & not the
168. jury: I take it to be the same as consulting
26. the dictionary & find out the meaning of a
25. word—or any other treatise or learned work.
26. Where witnesses in the same manner & advice and
1118. inform the judge just as one would bring in a
1322. book or an authority—strue in fact can
1312. never be joined for the purpose of discovering
295. what is the law merchant.
42. The 4th the qualities necessary to make a legal
22. custom—Blackstone has laid down a number of
31. rules which it will be sufficient to state
15:18. without comment. First it must be an immem-
169. oral custom. 2nd., If not have been continual
16. or uninterrupted. 3rd., If it have been reasonable.
168. 4th., It must be reasonable or practice not unreason-
26. able—As it is incumbent on him who would avail
95. the custom to show if he can that it was reasonable.
18. 5th. Must be certain & intelligible & not vague.
18. 6th., Ammust be compulsory. 7th. If it is not a custom
15:4. where one may contract the other cannot.
22. Lastly Custom must be consistent with each
other—two customs inconsistent, a contrary & each
other cannot be—it is a legal fiction—
Unwritten law. The law, like is binding, there can
be no law if it has been adopted or rather so
far as it is adopted, as it is impossible that jus-
tice can be done without a common-law and
ought to regard & accept the laws of the coun-
ctry except so far as it is clearly a better & unjust
in applicable to the circumstances of this country.
In other words, the common-law can or cannot be
a

it is hence 
the common-law, the

what, if the common-law would be abroad
 unjust or inapplicable to the circumstances
it is, like almost by him who would avoid it, &
because the reason why the common-law of Eng.

one binding force in this country is because
it was brought, once with one ancestry & was
adopted by them when colonists. I have been ac-
ted upon once more as the common-law of one
own country as well as of Eng. — The concerns
the people were & always have been conducted
with reference to that law. — It is clear that at
the establishment of the independence, the

ity, Eng. had no binding force in one

or as such. — If there became one common
only by adoption or through the aid of a treaty

the people — & therefore our courts have
undoubtedly a right to exclude so much of it
as is absurd unjust & inapplicable to the circumstances
of great question has been raised. Municipal law
and equity in the circuit court of the United
States, time after time, as to the adoption of the constitution & the organization of the judiciary, whether
there can be in this country a common law
distinct & different from that of the English.
Whether a case of adjudication in this State
would exist & be binding in the United States,
court in contradiction of the common law of Eng.
Indic Wilson of Pennsylvania was on the bench
at that time - & Pierpont Edwards was one
of the counsel. The fact was, if the court de-
cided according to the common law it would have
been in direct contradiction to the practice of the
State - but on the other hand if he decided the
case according to practice a common law did not
exist with the common law of Eng. - where it
appeared to me impossible that the inter-
changeable necessity - to say as the common law of
Eng. is not applicable to one circumstance - that
we should have some unwritten laws to fill up
and supply the vacuums occasioned by the
want of the law. The principal argument
that was made in opposition to the idea was
that we could have no common law but limited to the mem-
oral usage - I could not have the common
law.

they made of common moral usage since.

The common law.
Unwritten Law. The fact is that, if, indeed, there is a rule of the law, that rule, or rather, that rule is found where the rule is written. That no custom is to be established which does not extend back to Richard I, is not applicable to this country, for we have no binding force. Indeed the rule that the origin of a custom must have been earlier than the time of the accession of the last king, was established as much in the time after that time, if that were the length of time after the memory of man, as the contrary is. The contrary is that we have custom founded on immemorial usage.

I have said, I agree with you, that every sovereign state in order to have any rational system of law, must have an unwritten law. Either a common law already known or a law made more suitable as exigency required. Or the state, or written law cannot afford a rule for every action. For no state, nor in existence, or that can be well understood rules sufficiently precise to be practiced in one single case. The most sensible can be imagined. Thus, and with these unwritten laws, that unwritten law was either unknown or unknown to the judge and is injudiciously
Impose a tax, divide in act. The Shunpike, 1st... Crook County Committee against petitioners. A man should have double damages. The party injured. How is the party & obtain redress by action? The statute does not provide... is it valid? Was it effective action? The statute... whether he may have such an action? A statute between two co-tendiges, a minor of the party... but in those the statute... Resolved & action of Treasurers—how will you bring it? The statute doesn’t... of minor—alone in a court. And each sort it does what is a wrong—how is it formed? What is to be done with it. How to be remedied—how will you get the tax into courts? What will... with time when you get your case there. How will you bring your complaint before the judge? How will you lose the issue? How defend he done? Difficulties in interpretation. A county... a great wonder in the presence of accuser. The judge to decide the directions to the statute laws. But how shall a minorment nation do—must they take the evidence of Ins—of any at the country? Is the testimony law—must they take the complaint of the country from where they emigrated? There are questions which common sense want to know how in the world—i.e. it is perfectly absolute. But we have no law. With others even. Would it be perfectly illegal. But the Federal...
Sec. 20. The ancient English Statutes are held to be binding in the country we live on. The common law is to be preferred to that which is disagreeable to the English law. In regard to their ancient Statutes—there are all the Statutes antecedent to which there are no more binding than if they were a part of the common law. But all the ancient States antecedent to that time, the country was settled have the force only of common law. (I.e.) so far as they are adopted or further. But all the Statutes subsequent to that period have no binding force at all, and are in this country's laws. And the reason is because the ancestors when their emigrations brought with them all their birthright, so much of the English law as were deemed applicable to the country to which they went, as they brought with them is not applicable to the same. And the English book themselves speaking their Statutes.
and common law as being only, in fact, "Municipal Law" or the law of the citizen. Those that are not considered as the settlement of these colonies are 231-245 not nor have they ever been considered as of any 236-240 validity in this country. But as to the common law, no one can have that the modern decisions of the 52 decisions of the common law are as obligatory upon 294 as those of Lord Coke. The reason for because in all the rules of the common law are considered as the birth of any equal state with principles ante-1860. Furthermore, 14 Tucker's Blackstone 390-398.

We have adopted many of the ancient laws, that is, our common or "custom" law— the law that men or nations on the one— never existed in common law, except as they are recited, but they were created by the state that was in that state in every state because the more states of procedure— both the form of the court and not in this kind of action law— the law of pleader gave rise to their part by one law. So that what is in every written or by adoption became a part of our written or common law. But this rule extends only to the common legal those that were enacted before the common law, but those that are civil or "private" or "special" which mean the same thing.
Lax Tempus - Public statutes are measures regard
ably the whole community. Private or special this
are rather regard particular persons' private
concerns. But the distinction of their distinc-
tion in that we would in by no means consider
yet is will be such hereafter if in distinction
quite material - It is with public statutes re-
gard the whole community. Few in number,
public statutes do immediately concern the
whole community - as the Act of Descent - of
Succession, Herrer - usury - taxation - limitation,
& such as punish offenses. So there are indeed con-
dern the whole community. But there are pub-
lic statutes which relate only to certain classes
of the public - but a statute that relates only to a
class of people may be private. It seems now
to be agreed however that if the class is personal,
which the Stat. relates amounts to a Specime
but if the class amounts to a species, only is a
private Stat. - But in all such cases what is a
genus & what a species. Logicians tell us that
a genus includes a general class of a species &
Division - or one, a number going to make
up a genus. This is no definite class of people
for a public or a private Stat. Divisio to be - But
it is said if the class of persons expressly con-
templated by the Stat. can admit of subdivision,
into a species otherwise there be higher Municipal Law
than individual, it is a public State, but if the
class of persons expressly contemplated by the
statute admits of more extensive higher than that
of individuals it is a special or private statute.
Thus a statute regarding all mechanics is a pub-
lic statute. - For this class consists of a different
class of species - as blacksmiths, shoe-makers like
sawyers etc. These if considered would only con-
tain individuals so that a statute regarding plane
sawyers - one regarding sawyers would be a pri-
divine statute. Once more - a statute regulating
laborers in all, current qualified to serve process
is a public statute because this represents 584
of other classes - i.e. sheriff, deputy, etc. Public
Beat the constables or the whole relating to
constables in a private statute. - So that that re-
lates to one individual as John tailor or & a con-
ducting as a private statute for the reason above. The
Every State in Eng. regarded as The King is public
of course - he being a public charactor. Bein 5928
still giving to laborers the fine are public. Because
as if the statute required all mechanics to serve 6 yrs.
long - oriental a remunerate the King. Or else 10 yrs,
Statutes concerning the public revenue are placed
public. 1 ch. 140-148. Statute allowing
several indistinct co-ordinate divisions -
Sic scripta - statutes are either Declaratory or Remedial. In a Declaratory Statute, the law is declared, but the remedies are left to the discretion of the courts. A Declaratory Statute introduces new rules or principles into the law. The words Declaratory Statutes are misleading as to the object of the law. The object of a Declaratory Statute is to restate the existing law or to alter it. Almost all statutes are Declaratory Statutes. When the words Declaratory Statute are used, it is a misnomer. The word Declaratory indicates a statute which is intended to declare a new rule of law or to substitute a new rule for an old rule. The word Declaratory is used in contradistinction to Remedial, which means that the statute is intended to provide remedies for wrongs. The word Declaratory is used in contradistinction to Punishment, which means that the statute is intended to provide punishment for wrongs.
than a remedial punishment as. Municipal Law.

Concern to this idea is a penalty. But as it is referred in law in common parlance, it means a suit to forfeiture as contradistinguished to mere corporal punishment. The common rule all 450

Statutes inflicting a penalty are penal statutes per se. Yet there are certain statutes which operate as penal statutes and are not regarded as such only in their construction. All statutes giving a 222

Higher penalty than the rules of natural justice require are penal statutes. Thus a statute 125- giving double or treble damages

soil statute not Penal are for the benefit of the owner of the land. All the beneficial penal statutes in the code are 214

Statutes allowing costs in certain cases or rather in almost all cases are always considered to be Penal - or, to wit, costs were unknown. Hence the act of the 8th. claim - on the other hand of earth the act prescribes the suit was converted into a 10 to 12
talent claim. The suit of Gloucester was the 62nd. first which allowed costs in the prevailing parish. This remitted the continued and was Penal 225

Statute - but since the bond is not considered as such it is an undetermined suit. Giving 6th. Part 9th.

Seeking partly what the object of the paragraph was.
Sex Crimina. But the statute inflicted a penalty
on its violation—If it does not follow that all the
action to recover that penalty is civil.
the statute may be penal & the action civil.
Then if one brings an action in his own right
for the same reason, indicts by the State of
Henry—a writ of ho&.—It is civil
action & not a penal action. Or if one be indicted
for a breach of the statute it is not the
action of indictment in the criminal as well as
the civil. But an action brought by an
individual is an action of debt in point of form
& if in the appropriate action. The effect of
the action is indeed penal, but the action is
civil. This distinction was not well
suited till the time of Lord Chancellors
And it will be found is a distinction of much
importance, especially in the case of the
amendment for when the statute is to be
enacted

Mr. mellish, in certain cases it does not extend
pursuant to which are prohibited from testifying under
an affirmation—As they may in civil actions

The 1st case wherein this distinction is a
served—are one where an individual brought
action against another for the penalty in
pulled by the statute declares a penalty &


Lastly statutes are divided into affirmative and negative statutes — the only ground by which distinction arose from their different chronological order: one kind is called an in negative term, the other in affirmative.

This seems to have led to an unnecessary distinction except for the rule of construction in deciding what rule of construction it is.

These are the several divisions of the statute.

Every statute commences its operation from the first day of that session of Parliament in which it was enacted until some other time. In other commencement must be decided accordingly. A few acts will indicate that in this case a statute according to this rule must be descript as having commenced at that day and to be active in its operation. It is true in consideration of these every statute is enacted on the first day of the session of Parliament, but this does not correspond with the law — In an act as of 22 Geo III, it be done at the beginning of the Act and the Act destroy the end of it — a rule that is put forth making that it is very act therefore a statute punishable — however it is very unusual at this day in the French law and in the Prussian law. This is because there are certain acts that are enacted in the same session of Parliament it is done almost
Lex ope. Mill - neither of them can have priority 19th. And hence if one is to remain in the act that they cannot both stand each statute if it is valid. Neither will repeal the other. I will leave them with them. 18th. However, it is said to some that the state, last passed instead will repeal the act, but will not itself be repealed by the statute. This rule of the first law has always been embodied in this state. I see not that the sentiment of the 19th, in here that no statute can have effect till after the close of the session in which the law is passed. If sufficient time has elapsed for the representation to return to the legislative term - a opportunity given to the reading of the information. It is no man is excused in not giving in such particular circumstances and have not an opportunity to know of such state being passed.

As to the Construction of Statutes. The principle is not to rule what in the construction of statutes. It is to ascertain the law - or the will of the law maker - three rules of construction are intended to help the mind in discovering what law - or what part of law - has been intended to be introduced. On the other hand, penal and beneficial statutes - and general statutes - as we go, to take the statute of 18th and such general statute.
three land are the common. Municipal Lea?
by the old law - the principle of the remedy (6)
not when one let about an undertaking to con-
tinue a statute he must evidence it. And if
the old law was at the time of the making the statute - namely when were there
the old copy - to which the old law did not
provide - what was the remedy intended for
obligees. The two forms were the same. Every
case sufficient to trace the latter or the statute
resulted from the consideration of publication
of the two versions were. Thus the that is else.
By doing
enacted that all leases for a longer time than
a year on three lives should be void. The old
law was that a life of estates in venturing. it might make leases for any length of time what-
er - the consequence of that law was that
Bishop's made any leases from warriors their
successors if the remedy intended was
for the benefit of their successors. The reason
it was determined by the court that all lease
of whatever length should be void during the life
Bishop, who made the lease - that that lasted more
a longer term than the year on three lives. It
provided. These, who aided the court of the
very much in making a publication of the title -
The more most would take 01. Constitution...
For statute - have been discussed down at appl.
ifying place - in general. Those rules are well
applicable in the construction of statutes. Pi
are of much more use here because much
more difficulty arises in the construction of
statutes than of the rules of the common
law. And tho' all these rules are in general did ob-
serve in the construction of remedial statutes
as penal statutes are to be construed strictly
as according to the letter of them. This rule
may well and could not well be applied & in the
second place it is so where well explained.
It is not true of the actual or the terms that. Penal
statute are to be construed strictly. They are
always construed strictly in favor of the par-
thy interest. I.e. I construe strictly the
offense may be taken out of the statute, the
statute must be so construed. In the other
hand in a liberal construction will take
the offense out of the statute, the statute must
be construed literally if the term come
within the letter of it. It is a kind of a one
sided rule because doctrine. But if it is that
while the rule is held down in general terms that
penal statute must be construed strictly. Thus
where a statute enables that those who were
in wrongful dealing worse should be considered
of the seventy decision. The Judges Municipal held it seemed conceived to only be applicable to a person who held one horse only. In a case of the latter, enacted that he who killed a horse or killed mares of other cattle, etc., was held that a man of having stolen a heifer and some money for the sick he was killed. It was then held that the punishment be to be carried out quite a directive effect for where a statute, pronounced a certain penalty for stealing a heifer he who stole a heifer was held not to be subject. The modern decisions have gone upon a more like principle. There are several cases in which it is where the court went out of the old letter. The true meaning of the rule is that in so far as there should be construed strictly as against the 52-10 party is literally for him, but that one, see 15-15 are shall be adjusted to be within the letter. 38 unless clearly within the letter of it. On the other hand, it is understood the subject is within the letter of the statute he is not to be brought within the fifty-three agreement unless clearly within the reason of 170 it. Then a law of 1816 made it a criminal 187-208 imprisonment to let blood in the streets, or if 253-250 was held not to extend to a person who died at 53 to prevent him from being taken from their homes. This is one instance of the dangers of the law towards offenders.
A declaration of the act or that act a crime - I am inclined to the act as an intent - the purpose of the law will not allow either of them to be proven - the same is the case with a married woman - if the act be done under those circumstances that the marital coercion would occur. It is a general rule that every admission of a person wholly exempt of his incumbrance is exempted from similar statutes - unless they are specially named or provided for. Suppose it were a statute that each one shall render the

No offense can occur under a statute unless

the offense contemplates the commission of an act, and suppose it were a case that is intimated by way of illustration that a statute enacted that when the repetition of an offense an accumulated penalty is incurred - the rule in such case that the offense is not subject to the accumulated punishment unless committed of the first before the commission of the second. Therefore in this state for certain offenses - the offense for the first offense shall be put in even steps to second

the second degree is the first offense be committed daily - it is and tomorrow - The next day -
courts, said the one that must be rejected. It was said to be an accumulated
imputation until he of the like had experienced the effect of the whole. This
was a correction provided for the first offence. This is, however,
irreconcilable to the design of the law, for the legislature, when they framed
the statute, contemplated such second offenses. This rule has been
adapted to one court.

I conceive that I should adopt that rule. However, I was taking
very great liberties with the statute in favor of offenders. But now I see
understand how the rule is not known, and it is right to continue it. It is
a general rule that courts are to be considered that penal statutes are
constructed strictly against the privilege, yet the construction of such statute
is not uniform—thus the statute here provides that the son shall kill his
master. He is guilty for death, of guilt, treachery, etc., but the statute has
been so extended in its construction as to make it petty treason.

In one hand he must keep his master in the other. In the instance of the
kind of construction, however, are more. The true rule of construction
has once been to decide in all cases of

construe the statute, that the intent of the legislature should always be carried into effect. Where, with
the statute in doubt, the construction ought not.
The penal laws of one country cannot be taken notice of in another country, nor can the rights of children be lost.

The penal laws of one country cannot be taken notice of in another country, nor can the rights of children be lost. They are strictly local and the offence created thereby in its consequences. It is otherwise with some.

In the case of a court martial in such cases, it will be found that the laws are being enforced, whereas the application of the law to a state of affairs is a matter of giving receipts for the enforcement of a civil right — but a penal law.

One state can never be enforced in another state. Hence the penal laws of every country extend to the full extent of their jurisdiction or in other words, the jurisdiction or civil rights of the country.

They became a rule of conduct for every one within it, whether it be a law of a state, or not.

When a sentence is irrevocably incurred for the short continuance of an offence — (as in the case of murder) one penalty only can be made to at a time. This is a rule established in our courts, but it seems to be

[Further text continues on the page.]
when the principles of the English - Municipal Law and analogous to cases mentioned in Commentaries. Thus for a strict construction of general statutes - Remedial statutes are& construed equably or liberally - The literal construction of statutes - no where to be otherwise - in the letter of the law. may be enlarged so as to include cases in the reason of not within the letter - or the letter may be so refrained as not to exclude cases within the letter - the not within the reason & equity of the statute. Thus a statute gave a remedy against executors - without using the word Administrator & tho the statute was in terms confined to executors yet the court extended its provisions equally against administrators - & the same was the case where the statute gave a remedy to executors - without using the word administrator. This was presumed to be the intention of the legislature in enacting that administrators were subject to the same laws as common law. To allow the same - the third section of the Act enacted that all persons holding land in fee simple must be party. It was held not to extend to Infants & those - exceptions mademen & minors & semi-caste - & all that the statute meant was - where the force of a decision to those only who could also vote there
It is a general rule of the Municipal Law that all Statutes are to be construed as
that the different parts of a Statute are not to be
constructed so as to make the whole illegal, nor
a repeal by implication is not to be construed
where there is a saving or exception or provision
in totally repugnant to the body of the Statute
the Statute is to be read as a whole, and if
if saving the right of the Statute
it is not saving the right of the Statute.

An argument to that if the Statute be re-entirely
suspend in its entirety, the latter will be
if repeal the former, that which is afterwards called
the last intention of the legislature, that
must rule in contradistinction to the former. But 4-115
is the latter part of a Statute of repugnant to the
the former part that both parts cannot stand 658
the latter will repeal the former. This would then be seen in not inconsistent with the former rule 658
where a saving is repugnant to it.

When the Common Law and Statute Law are at
stance the Common Law always prevails. For that 658-641
there is a reason independent of that obvious
one that written law is of higher authority than
unwritten law. For the Statute law is subsequent
to the Common Law. The origin of one can be traced
little will of the legislative. That of the statute is unknown.
For a statute—Every statute in its nature rule to the
principle seems to be inherent in the
very nature of the common law that they have
eright to repeal as well as create laws. Indeed
the very act of repealing is an act of legislation
for it changes the body of the laws. When a
statute contains a clause that it shall never be
repealed, this clause is utterly void—is being
in derogation of the subsequent legislature and
is a general rule that all legislative acts in
180.0, derogation of the power of a subsequent legis-
tature are void. There have been several ex-
amples of this kind. But it must readily be seen that they are void in
their nature. But the all statutes are
in their nature repealable yet the law new
118.0, a statute is never repealed by implication. To repeal
a statute by implication growing out of a repugnancy or
inconsistency of two statutes—a repugnancy to
118. effect a repeal must be clear.
It is said that an affirmative statute does not
abrogate the common law. In this rule Blackstone
I see no want of sense or propriety. This is observed
the other day in the Council when I told you that
their rule was the only foundation for the distinction
between affirmative and negative statutes.
No one can doubt but that an affirmative statute.
implying a negative doctrine. Municipal law, state the common law, supposes the law in civil cases requires six days notice to the deaf before the court sits. A statute enacted that the time for notice shall be 11 days—surely this abrogates the former law. In some also a statute enacted 541 a lesser species of punishment to a given offense. In a law before existing—as in case of heresy which 537 was anciently punished with death but a statute 534 provides that it shall be punished by fine in 2026 imprisonment. It is no doubt but the former law had abrogated. In short this rule could be written as 561-115 a very arbitrary rule—2 as having no other effect than to make read one—affirmative statute how- ever that gives an accumulative remedy to not abrogate the former law unless by express- words—this is a statute. In an ease gives double a fine damage—this does not destroy the law but rem. 561 per simple damages. If the party does not avail himself of the statute he takes only simple damages. It is said that an affirmative statute does not repeal an affirmative statute. This rule also, reasonable indeed to be to be made as broadly as the one just before mentioned—it is alto- gether nonsensical. The truth certainly is that an affirmative statute will repeal another affirmative statute.
Sec. 12. No manmade difference, whether they are affirmative or negative, are intended. Instead of that one where there is an express clause of repeal, 226: It is laid down as a rule that if a statute inflicts a lesser or lower punishment to a given of 252; hence that the same law inflicts the lesser 452 by its own nature. Where a repealing statute is entirely repealed - the statute first repealed is no longer 90. If a statute is repealed by three other statutes and one of these repealing statutes be repealed the repealing statute remaining unrepealed, con- tinues the repeal of the first statute. If a statute which has been repealed be afterwards revised - the repealing statute becomes of no force. 228. It is said that when a statute is repealed all acts and orders in while in force are still valid, but it is more that if a statute be not made null by a subsequent statute, all acts done while in force are void. The rule Jemini says should I take to be contrary to the former 228: if acts of legislation, etc., are made by the act of the state, void 1258: at issue - I think it to be - in any case, by statute authority. If a statute be repealed it another which makes
provisions on the same...Municipal...which provisions are limited & expire after a certain time — the expiration of the latter shall...over not during this term. There arose a question of this kind which I believe there...the county department in the years 1850 and whether it ever had a judicial decision or not been recorded. If it had been recorded there might...under the laws exempting these courts from duty. There was afterwards a law exempting certain counties from liability for a certain period. The question was whether at the time this limited service the same...revised.

In a case there is a statute having a retroactive operation in certain cases, principal among these is the statute...the county, to do that which is an operation. Hence if a state, after being violated before judgment rendered upon the offense be repaired, a new state, be exacted, providing a new punishment is in the offense thus far, cannot be remedied by the former statute, because there is no law that authorizes a judgment agreeable to that statute. It can not be remedied by the latter statute, because it was made after the offense committed. Thus it the punishment cannot be...
the next year be that instead of making the punishment for that offence only five
years imprisonment—so one in a violation of
the law that the next year be punished with death.
Hence nor can be be punished with fine or imprison-
ment—because it would be an exorbitant
punishment. The new state altering the
punishment it becomes obvious to present
that judgment when being executed upon an offence
committed before the taking effect of that
act. case occurred nothing since in the state
of New York, where a clerk of the land office
had stolen letters as a new state, made after
the taking effect before judgment was altered. The
punishment is the presence unless otherwise
the same the time was advanced and was due.
Which agreed to the court, in the case of Hall 13:
198. If one covenants or stipulates to do a lawful
deed, whereas which before performance it may be
1352 cancelled by that—the covenant cancelled.
1293 it is not incompatible with the rule that
a false no retroactive law is justifiable. It does not
218 come under that description of that unlawful pro-
19th. inhibited by the Constitution of the United States
21 which says Congress shall make no law A'm
8 1/4th. enacting the obligation of contracts. Instances occur
267 in all commercial countries, where the repu-
...of certain articles be... Municipal Lands

improvement—man before such land...re had caused & exempt such or...in

each case exclusive of the said...enue until the contract is annulled...if the said...to...in force for a limited time only, the con-

tract may under certain circumstances be...enforced after the time...had caused & exempt...of one covenantant and is...sensory...made his...is of &...The covenant...ommitted—then if one...covenant...serve another...seven years and not...be...in his place & a...cause...condition that the...of power & skill...in the hire...—the...in...because the...performance of...become impossible by the act of...one of...these cases can be considered...section &...such as probable...breaking...impairment of...or...or...retroactive...be...the...that...the...unjust...intend of the rule. Retroactive laws..., illegal...one that...the...in contract...take...be...in...in...good...quality...deliver...contract...in...by...'s...property...a...be...in...in...contract,...providing that...
Secondary - there are instances to be the subject of retraction. 

Due to retraction, one of the parties to a contract, in the former case, the breach of the covenant, and a collateral consequence, common to the law, ought not therefore to come under the denomination of a retractive action. And if a state prohibited the construction of certain articles in the contract, or sanctioned by some principles of policy, the purpose of enforcing my contract shall be one covenant, to do an unlawful act - a state, making that act lawful, does not annul or revoke that covenant.

If a contract shall be real estate by state law, while that state is in force - a subsequent that retracts the former will never make the contract good. Thus while one covenant to effect another is in effect, a subsequent that altering the contract, shall not void the whole. For nothing except the act can render that void which was void at first. If two years a go, we had all noti of hand obligations, and were required to be written on certain paper - otherwise, they could not be given in evidence. This is not done now, but yet a note made at that time, not on hand, made in an hour, was valid under that law. And where complete performance
by a statute made applicable to municipal acts. In the present case, the contract, as partly performed, is consistent with the subsequent acts, and further performance will be decreed in January. The court in a court. The case will be continued, and the matter referred to a committee. There will be an examination, and a lease issued. If the lease is made, it shall be paid by 60 years.

In the event of the lease not being made, a tenancy in common is authorized. There are certain covenants and conditions in the lease. In the event of the lease not being made, a tenancy in common will be decreed.

The law of evidence has been particularly discussed. A lease is in effect. It is not necessary to examine a deed, but where the evidence is insufficient, it should be considered. A lease is of complete performance, once in the keeping of the keeper of the deed, as where one covenant or condition is satisfied. One of them

...
The idea is often well conceived, and sometimes whatever they deem expedient is accordingly
this idea, reasonable — justice and propriety must
the law, — the fact, whether the facts,
unreasonable or unwise, or otherwise the
judges are implicitly bound by it. They can
not contradict it, but must be thought to desert
the law of God, or their shield when they
would override it still. The law of God is
part of the municipal law, and Alm. [illegible] Law besides it would be difficult in many cases to
determine what is the law & C. D. or mean different constructions would be made, when it is
there are two actors—what is one man's law of God is not another—it judge therefore cannot
refuse a suit, because it is against the laws of nature of God—but he ought rather to refuse to execute
it (w) resign his office—(see Alm. 3d 3d 3d 3d, 3d)
Law of honor & the Constitution of a State are
willed—it condemnation is a part of the municipal
law, but it is of a higher kind—it is a para-
mount municipal law & one of which the legis-
lature alone are bound—hence it would be im-
prudent for them to put a construction upon them
it would be making them their own judge.
This is rather the province of an individual, etc.
than the legislature—thus it properly belongs to the
Courts of justice (2, 3d, 3d, 3d, 3d)
It is said that the statute enables a court & judge to
defend it, such as to a party—thus are bound to a breach
do them justice—thus where a bill in form 283-374
contains allow the measures & the costs for the defendant
when the present bill, etc. July 26, 1809
It is that makes a new law concerning an old—speak
offence & appoints certain particular person by Sec. 3-3
write it—still the court of ordinary jurisdiction 374
Scripta - are not an act of the legislature, the
offence unless it be of such description as the State
and as it is if a State provided that all crimes
with a certain day shall be tried by one or more
designated. The Legislature of the State in this
assignment, the Court of Ordinary jurisdiction by implication
in all cases of state, except that all petty larceny
shall be tried by the officers of the State or of
all domiciliary treasure to be tried by commis-
donors — they are not void; the King bench
their jurisdiction — but it gives a concurrent
jurisdiction with courts of ordinary jurisdiction
shall be, but if a State, except in cases of offence and estab-
lishes a new jurisdiction in the trial of such
shall be void, it according to the existing the age
rule &c. &c. and the conviction of the King's
itself. In a ordinary case, it is excluded. The authority
are not all agreed when this point but
shall that seems to be the better opinion. By their rule
a court is not a civil or in its construction by civil
look, jurisdiction only to annoyance or denied
in implication.

It is official authority to given to certain per-
sons - which affect the property of others - that
authority, must not and be limited to, but
must appear to be the better known, in the face
of it. Thus, a đơning goes on, in a multitude of the day.
Hence must be laid out - except the Municipal Place or made a Sec. 3. But it's improper that only a few are not strictly present. Their proceedings are not valid.

Where a Stat. makes a certain provision for a certain act to be done by the body & constitutes a certain number a quorum - it seems it does the better obvious that a majority of them - not amounting to a majority of the whole body - can do no acts binding on the whole body. Thus in the whole case amounting 6 1/2 - 5 the individual acts which make a quorum - the voice of five - a majority of the quorum will not bind the rest. Such a body is equal to the more creature of the Stat. 524 525

I have no other power except what I express given & there & carry their authority into effect - therefore if there be much to comply (when there are no Stat. provision on the subject) that a majority of the quorum shall bind the whole.

But private authority conferred on two or more individuals - like a power of attorney delegated to an individual - is joint & not general unless otherwise established. - But it is said if this power or authority is of a public nature - the acts of a majority the whole being present
law respecting shall bind the whole. The other wise, with absolute authority for here it is need
here may be that the whole cohen be made to make no act void. Authority of a public nature
does not inhere in delegation or where in such case a perfect unanimity is required there
must inevitably be a failure of justice in
cases, and, in the instance of a more
Therefore in law, a justice consisting of 3
judges. The voice of three determines the
question. And this rule does not apply to corporations, or in civil corporation, cre-
ated by statute or by the Act. A majority at any
assemblage of share holders, legally named, can
make the whole of their doing. The reason
is because in such bodies the individual
visual are not human in law, neither are personal
rights a person. The body is an ideal entity.

All these rules however apply and it is seen
where there is no express provision in the
corporation's statute there is no very
material rule regarding the impact of the
word void. Void — They are, however, intentional
criminal acts. There be no clear but there is a ma-
terial distinction between them. A verbal in-
strument or contract in one that is more
suitable at initiation it is void if had become,
in the above case are. In short, if the evidence is not clear, it is not included. In the absence of clear evidence, other considerations must be considered. The case must be viewed in its entirety — but it is clear that a significant event occurred. The notations indicate that the event is continued. The evidence is more clear than in the case before mentioned. There is a clear and convincing case for the time referred to in years. The case is clear. The case is clear. The case is clear. There is more evidence in the above case of a significant event. More than 41 years. The case is void. The evidence may be treated in another place. But do you continue...? 
The rules of construction are the same: in
litigation a law—sometimes it is said there
is a difference, but it is clear beyond doubt
that in the intent of the Law maker and gov-
ern in all cases—no court of equity or Court
of Law cannot make the intendment of a law
the same in each court. The remedies are more
varied, & the mode of enforcing it are different in
many respects—behaviour in one case more than
long after verdict than before decision in many cases.

The same rules obtain also in the two courts;
and the construction of the statute—second
chapter—third chapter of 2311—edg hard
end & summary.

The reading statutes & the mode of procedure when
there is & there is a suit, is not to more
than make known the nature of the suit as
under a statute within the suit. The
statute of limitations being a measure often
after a suit after 6 years & then one elementary
in a matter of law if you are not cured of
arbitrary.
of the trial, you have nothing. Much less I, Lord
more I place than men of counsel when I am
without mention or that there is not a trial as
of the trial, of fraud, and perjury, the deed or old
act, when a man doth prove that he has the 11-24
date of another, has nothing to lend or that
there is none of memorandum in writing, or he
may bleed generally, or it is a letter
I am bound when a trial is a different thing
& recite a trial, it is all different from one to
one may speak a trial, not count when it, if he
may count when it and not recite it. But of
he recites it, he must count, when it is lead it
or if he omits, when it he cannot bleed when he
is, where it is necessary to recite or count.

Counting when a trial, conviction in the courts;
reference & if not leading: - as if the words
intra monum hiatus - o intima intima pulsation - than
incrimination from hence the trace are to
he who declares or more, in a statute or the
latter word, are especially not that preclude I
think you understand. It is a good doctrine
distinction between pleading - containing on
& reciting a statute - for the they are dis-
tinct, they are in all the same per se, are
found, sometimes are we are told, that a certain
statute may be recited when the most igno-

Lex scripta - lawyers would know that containing

The rule in evidence pleading it would be sufficient

To recite a statute in quo to its content to

make verbal rehearse or copy it.

If in a genuine trial of public statute a learnt

lawyer only to take notice or officer or proce-

dently - but of a private state. The lawyer can

take notice unless specially cited or refer-

ence. Here the court must be informed up

on what the claim is founded - but public

state are the general law of the land of such

the judges are supposed to be conversant.

A private state is only a nuance of a private

right and must be treated much the

same as a bond or covenant - it's existence

and content must in the same manner be

shown. But in bond, unless one lawfully leading

the defendant produce of the bond, which

give in evidence a private state. For one state

that provides that every matter of defense may be

given in evidence under the general except

some act of the def. But in the case of the def

sleeve whose their defense the must refer the

state as to be would a private doc-

ument. But in their an instance if the action be

brought on a private state. It cannot be an issue.

special pleading practice it is said that it
pleaded but the truth is essential. Municipal Law be set out in full so it were a deed — I was made and its existence and its contents throughout of public that when required to be pleaded a whole counted unless need not be recited, because it is not necessary & in form the court of its content. So it is not necessary to recite a public that, yet it is made a memorandum in Cr. 2 each case is final & not barred by verdict. 245 This rule cannot be true where the memorandum is in an immaterial part — as the particle of the 6th 3rd term & the word is left out. I apprehend may be said that the true civic is not that it is long down that a memorandum of a public that is not final unless first it be in a point material. I enquire why the part it himself put up to the last minute. It is a material part. That a memorandum of a public that is not final (ii) it cannot be taken advantage of afterwards to claim or when a general recite unless the party 5 a claim over the state, then he may claim it either of a memorandum of a private state may be taken advantage of under the rule of mutuall record. or should upon our placing when the record it may be 6th demurred so in the last may recite it himself, not his own demur. — in the same manner as we would take advantage of a form memorandum.
But in the selection and enactment of the Municipal Laws that are consistent with the purpose of the Consti-
tution, whether to make the change or not. In that, and
forward it (I stated the general idea as above) - by
and did not make the law - once again, whether it be repub-
within the State. This we must bring & recite the
that, the reading would not amount to the pleading
but to the hearing. The record & recite the body of
principal, & in these realms it is always more need-
and recite the title or recite the instrument to
is not necessary. This is very
Walter
He who declares a coronary act or statute to be
must always recite it. He may state the title & the
words of the title generally, or recite it literally. & the 51
is not intended to recite it literally.
Roberts
It is more necessary to recite or state the title or
preamble of the Act. - and it is frequently done espe-
58. I have known several actions,
dissections, as well as the leading
of the title.
The title & preamble are not part of the statute. 58

William & Mary, but constitute an

The one is merely a name or mark of distinction. Above
the other, the motion of the legislature in passing it, the
Act. And because it is the one that the
more subject to be rewritten. It may be a
that a

recitation of the title & the Act, will not injure the
reading. But since that line of thought has been
the last 58.
I was always surprised at the Municipal Law,
and that a proverb that, if there is an equal time,
be divided; and if it necessary to depart from
on it, and to the nearest and truest place. It is not a fixed
at any rate, or the existence of a
more, that, or its definition, but only a state; in 1828
the facts which will bring the case within the
latter, in the case, there are some
exceptions; first of all, that have a remedy. It
be that, at home, let by that, he who would want the
his action against the advantage of the state. La
tomorrow count, when he—other wise the part, is to
avoid himself of the remedy of him, law.
that we have a state, making a new rule, taking back
ages in action. In this present case, in it, it
must be considered, when in he will have only a new
damage a state, he. Bacon (1600) 1568-1631
lays down a certain rule—but I have the
rule as I have been in one, a state by other, letting
decide, an action bounded, and a final state, in
is—this time the state, must be completed
now. I have a new reason, and, I will, for this rule—It seems so,
and more, and I cannot attain to any 17th
rule—being related to the state, should be considered,
so much more than remitted. I am not concerned east
However I frequently find rules which seem odd
at first arbitrary but afterward discovered.
Lee v. Virginia - There has arisen a new form of action (not a new right of recovery) it is necessary for him who seeks it to set forth the statute. The action of waste was at common law only to recover damages for waste but a statute, providing for the recovery of the loan in specie or in goods placed wasted, it is as if the cause could, upon the refusal of the defendant to recover, be brought into court. The reason is because there was no loan. There is no form of action applicable to the victim. It is said in certain cases, formerly the statute in such cases cannot have been repealed. But this is incorrect. The last rule or another exception to the general rule applies only if there is giving a new form of action. The rule is not to those which extend the old remedy to new acts or matters. An exception is necessary when there is an act. The statute - Balaclava - gives the exception in question. The rule of the statute in being applicable to the transaction but the rule need not be violated if there be, the new form prevailing. To recapitulate the exception. The general rule is that if the statute is not be considered when there is no new form prevailing. In recapitulate the exception. The general rule is that if the statute is not be considered when there is no new form prevailing. In recapitulate the exception. The statute must be given a new limited action. The statute must be given a new limited action. It is a general rule that in action
upon public proprietary. That give no. H. It would be a
remedy but leave the disease severe. The law be.
the st. will not be counted where.
the St. princes in a verbal statute of one that showed
prohibited act and another that will show col
prescribed a penalty for more mere of con the
law all the time because both are are near: 638
and to make the said law about two offence the
enforcement, and Ee cumulative statute of 675
where there are more or less in similarity one
of the law. But I anotherly the st. the pros
position may be altered. The law only by
the st. y is now altered that in one and det
ment in an offence the prosecutor may in one
court charge the offence as having been one
least omitted at the no. that. had been omitted. I in an 235
other court charge the deft with having com
mitted it without it. but there charge must
be in separate courts.
If a limited that having expired or contin-
ed by a subsequent. It is sufficient because it
when the former that. where it is necessary with 1000
not mentioning the subsequent that.
If the word, contrary form. that. are included in an 372
optional. To an offence not creates a bund to the
the that. They will reserve the indictment deed 172
but will be rejected at the price.
Let it be borne in mind that the promise — in good faith — requires to be in writing. But if it is not necessary to make the declaration, that such contract be in writing, condition.

And to this is the reason I referred, that the state did not intend to create a new rule of pleading — but only a new rule of evidence. The state does not intend to make or the common, except through the medium of the rule of pleading. That was in point under the old Treating, and which short contains 10. The kind of contract & requires the form of writing — only pleading one declaration.

Upon the promise of a master & slave, the dictum of a third person — it need not be added that the will writing — he may declare an if it were, simple express, that if writing was essential to the executability of a contract at bottom, to it is necessary. Whereas it is not that it be in writing — as a release to another, unlike it will ensue. Nonetheless, unless where there is to make, writing necessary in any case, that is the solution of conf. Law — here also it must be a record in writing. Thus a devise which of the will at com. Law, with service, but requires by the will to be in writing — if by com. Law, the date, attested by three witnesses, & must be recorded to be in writing, signed, & attested in writing.
And the reason that rule is established makes a pleading decision objectionable as to whether under that rule there could not be an objection on the ground that there is a distinction between declarations in a contract required to be in writing by law and a contract law—pleading's and contracts in fact. For if one would like to contract in the which was good as law law if he and said required they in writing as if in each case the pleading could arise that it is in writing.

The reason given in the book for the distinction is myself inside a commercial transaction one it in like manner good as law as not to it in that decision not of the reason the bill at the rate itself.

In pleading a stat. there is no markable and not important, rule of abstention between an object. The stat. is proper on the enabling clause of the bill. That and execution separate in a distinct. 178 substantive clause. The and is that of the execution of which he be as the enabling clause so it must be absolutely executed on the enabling as pleasant that it will be in a separate substantive clause. Hence it need not be negative but will be 351 matter on the statute and to the advantage of both. Your one state against omitted nothing for the
Learn to write that no one shall do any one thing

620. because having been or done - wrong of no
625. court & mercy excelled be - for my present
630. &c. as a breach of this that it must be acknowledged
635. be excused that the labour has done without any
640. availing thereof or mercy therein - for the omission is
645. an inexcusable defect - no credit for pleading
650. over a by verdict. But to the same that
655. there is a distinct substantial clause of
660. exception is preserved - that the information
665. be filed if mentioned made within one
670. months from the commission of the offence
675. but it need not be alleged that the act complained of were done within one month.
680. The reason of the rule seems to be that in the
685. former case the exception be open to the de-
690. scribed criminal of the offence - so if interrogated with
695. the very nature of it - but in the latter case
700. lead it is otherwise.
705. Where there are two existing remedies one
710. due to the one & the other by Stat. little may
715. be, inquired. Thm. 45 - long. 4th. 6th. and in
720. a bin such case if the first unanswerable 12, the
725. Stat. remedy & fail in the suit - he may in the
730. stead. name not report & the same lose remedy and
735. receive. This rule in the sense in civil and in
740. other original cases. 1 Thm. 27-5 Th. 189 - 30 1500 - 495
The act or acts however are not municipal laws agreed upon at the time of the original deed of omission by one or more participants in the prosecution be thereby presumed a missing of 647 that may or may be construed on this other than the same in whatever it may be by an act of a lack of this rule however requires a specification of circumstances.
Indicative the rule itself is an act in two cases
first when the statute made of prosecution is prescribed in the prohibitory or enacting 1506 because of secondly if under where there is no other distinct prohibition unless otherwise as by act stating that wherever does the person of that which shall be punished they are to be removed by information etc. otherwise a similar act or in the highway state of interest may be removed by information etc.
But where there is a particular mode of prosecution provided only in a particular statute to the degree the rule does not hold.
But if such which is prohibited by statute are also before punishable by the law in question 848 the same mode of proceedings may still be 854 declared unconstitutional. That statute proceeding 258 in accumulating concurrent the reason for
Let every one of the rule in that a law be not repealed by implication.

Sect. 5. A statute creates a right or an offence & gives no remedy - the crime lies will remain on the books as a statute that no one shall so build when he can not do so without the light of another's fire, i.e. on that name with some delegation or intimation, and a mere notifying without providing a remedy in case it be seized upon the whole demand considers it a misdemeanor & will punish it accordingly. As for 10-2 banc. 120, etc., or there be a violation of one prohibiting going in a misdemeanor at common law. And it is obstructed the execution of powers granted by the law in an offence must beLocalized. Law - and in such case the indictment and not the conviction must be stated that it was only form. But as if commissions in doing an act must be obstructed.

& to whom prosecute in a penal statute - as a thing public office - no crime can ever be prosecuted but by an individual in his own favor & in right of capacity. The right to prosecute for offenses according to the first principle, the Law belongs to the party injured - I therefore if the public are injured the prosecution from a note.
declared a breach of peace in this instance. There is an attempt to break into the King's possession—here in their own land the 120 miles against the street—i.e. there is an effort to break into the King's possession. If the King may seize any person, the Legislature does not like to prostitute this power in Eng. and private persons do indeed have a right to seize but they do it in the name of the King. 98-105

on the further point the proceedings stand thus: the King upon the proclamation of 23 B. 18. 35. This practice, though not so often followed in time as the recent act and Act 124 have been followed. In Eng. it is done even in 18th century, there is no breach of peace. There is a breach of peace when there is a breach of contract on habeas corpus, called a quittance, it is a breach of contract. There is no breach of contract here. The king might assert the king's right but he would assert his right as a result of the act of the king. The king does not assert his right as a result of the act of the king. There is a distinction between a quittance and a quittance, in respect of the 10th form of a civil action and brought in the civil law. In actions the latter is a criminal action, 25 the former is a civil action and the former is not a civil action. The quittance is not a civil action. The quittance is not a criminal action. There is no distinction. There is no quittance action and no criminal action.
A popular action is one given to any person who will sue for the penalty incurred by the violation of a statute. The distinction between a popular action and a qui tam action is that in the former case the remedy is the whole sum given to the prosecutor, but in the latter case a part goes to the party prosecuting & the rest to some public officer. In the King's or treasure a qui tam action is not necessary to a popular action. A popular action may not be a qui tam action. But it is said that the whole of the penalty be given to the party prosecuting yet it is a qui tam action. But say it were there can be so much of losing the King in the suit when this is the case and therefore it seems to be distinct & altogether that is not a popular action where the penalty is to be recovered by the party injured. It does not come within the definition of a qui tam action.

I could not find any rule to show that if a act or omission is punished by statute it cannot be a qui tam action because it would not sufficiently remedy. It is not made certain that it is not act of a commission act or doing an act to the benefit or advantage of an
individual he may have an action; but the question is, if there be no general
remedy, if no remedy expressly given or the fact below
suspended. Then suppose a statute, prohibiting one to 267
come among another—told by the court, when
his omission or other, where he inflict a penalty or
its violation. In a case like this, the injured may
by a civil action recover, as the statute had not
provided. Since the rule is still more general. But
for it is an established rule that if any indi-
vidual has suffered a civil injury by any act
forbidden by the law, he may have a rem-
ed by action in a suit, 1st. Whether the
act was made for the benefit of an individual
or not—as in case of nuisance.
where a statute inflict a penalty or deprives one of his
right or interest without appropriating the
penalty to any particular use, or base, if be-
cause & the party injured, if he will one for it &
not the king or the public. The statute in Fig. 200
inflict a penalty on such an interest & 2d and
further 2e—There are statutes inflicting penalties, not
exclusively one time. In such case if there an offense
immediately injurious, to the public or a statute
gives the penalty or a part of it to the inducing
prosecuting—any person may have a quiet title estabhsh
Lex: subfe - and it makes no difference in such a case whether a part of the penalty go to the king or to the prosecutor or a sum certain be made given to the prosecutor & the whole of the sum added to go to the king. Then in Eng. theceptetion, 1st, a word on praising a & in sometimes called a prohibite by that, but the expartetion or a word is not injurious to any individual but it is to the public immediately and the rule is that, any individual may be a qui tam, else 227 recover the penalty. But where the offense is immediately injurious to the public only no individual can prosecute qui tam-wise to the penalty unless the penalty is a part of the sum to the public, a a sum certain shall be given by the act to him who shall prosecute - or here there is no authority either express or implied to an individual to prosecute. And if the act there 15a be an act immediately injurious to an individual the man may maintain a qui tam action make the no part of the penalty or damages be given to the party injured or any other else. 13 & 134 have damages then the penalty to be given the king. Bro. 34 where a royal bill, report'd at 31st: the party 1st to the party w. 3. free by the offence - he may sue for 220 above - without joining the king - since equity 0
In the same reason I can see, because I am a proper man in joining the king, even where the whole penalty is given to any person prosecuting, not exclusively to the party injured, the same reason applies in both cases.

In the former, these actions are our quittance actions in benn. for hearing the party that's been to the peace, ye. in all of which cases the penalty is partly to the individual injured and partly to the state.

As a general rule that where there is a fine both given to the king or public in addition to the one civil remedy to the party injured, the fine may be inflicted at course in a civil suit. The party injured as in this instance, for torts as the hap. I think it is what distinguishes the judgment of imprisonment from that of other concordia—& the same is the case where the offence is created by statute. This however is not the usual course in benn. I have never known an instance except the kingdom where a fine has been so inflicted. I think I believe it has been done.—I have always understood it to be a rule of the behavior to inflict a fine in a civil suit unless at the instance of the party injured. As, &c. &c.
Lex corn. Where no trace or action is apparent
prob. by the collector recovering the amount there of
the action of debt in the proper officer. what action
therein in the several actions. Learned
was not in the action of debt. the action in that
case might be brought - to the general rule be in that
this action will lie in all cases where debt
will lie the debt will not lie (in reversion) in all cases
where indub. debt will lie - Breck with the for
if. d. an amercement it is certain - shall require
7 sured in one instance within one month
edge - in Sec. Unam. county in debt as. was held
lie for a statute penalty - I think that indicative by
1 Ch. c. the statute
1 c. where part of the penalty gone. and the accord
was paid & part d any of their proceeds - the horse
once prosecuted almost recover the whole harm
indeed to. no individual can take this back to the
his. Indeed the same 3 c. the interest ceasing
66 not in the ground of same sentence & hence
74 R. march as an amercement & damped lost to
58 once the laws
66 of false or false conviction or acquittal once qui
85-6 that prosecution is a bar to any other prosecution for
those at the same offense and on the other hand
the a taxable prosecution in a bar to any mitigation
16 ch. 41 guiltless prosecution for the same offense.
Lev 18.

the present law the Clause Municipal Law
of releasing his part of the penalty after com-
pleting the prosecution. But now the Projec-
tion that in no common recovery in a question of
prosecution shall be a bar to a subsequent State
prosecution to the same person, nor shall
ane release by the prosecutor be a bar. I since
approved my acute mind that such a process-
ting would not be considered void - as common vacat
conviction or common acquittal void in no sense.
In acquittal shall all. We have no such sim-
ilar order yet. I conceive the courts
would order a great of such a judgment - as
then would the attorney in the court, and a
default for the debt or the attorney. The court
enter a non suit &c. But a bond to release is only
in the bill after conviction would not be the case
that bar the King's writ right. And now by the other
statute 18 Elz. 67 &c. a common shall come down to
with the offender at all till the answer made above
&c. The act more then without the leave of the
the court. 257K 98 &c. The 18
If the bill in a common action to make
withdraw oraffle a non suit. The King may of 67
proceed in the suit on commenced a new State
prosecution in his own name.
Where common are presented I have no power.
Considerable material distinction in the effect of a quittance or execution of a public process. The rule is that if several persons are convicted together in a particular action for talk excited by an individual, one penalty only is inflicted on all of them — but if the term of detention in itself inflicted on each one separately. The reason of the distinction is that in the former case the act is in the nature of debt — the latter a punishment — in the former civil — in the latter criminal — the former a satisfaction, the latter a penalty &c. &c. That said, I consider this a very arbitrary distinction founded when nothing but the form of the action — the penalty can or cannot be called a satisfaction — but the distinction is material, the most important. One pound is, in contrast, the other crime.

Under the title of criminal law it was observed briefly that one act may constitute two distinct offences or injuries — on the other hand, that one offence may consist of a number of acts — it is more the other way that where an entire act constitutes one offence one penalty only can be recovered. The prosecutor in each case cannot select one particular act or class of
Barens & Sene - Aug 11 83

Under the title of property of husband & wife are meant to be comprehended not only the husband acquiring all personal property of his wife or property she chose in will. All the former kind are goods, wares & merchandise - cattle, sheep, 
co. - of the latter kind are water-bonds, obligation - innsurer &c. person in property - in all that all kind which he has a right to reduce to possession.

The right which the husband acquires to the personal property of the wife in himself is an absolute right. The moment the ceremony of marriage is performed, the property in that moment transferred - in title & is an equivoque as it is said purchased it with his own blood money - and for best can never again belong to the wife under the husband alive or his executor by his last will & testament - otherwise when the death of the husband they would never act &c. &c. the wife but rest in the executor as aforesaid, like a man personal property - the conveyance of the latter personal estate to the husband is an irrevocation of law & not of the will of the husband. There are some things are void - but the interest attached to the right of the use - in major. I know of no other transfer in which are ditto may
rights of the husband - be strictly interdicted, but it
now is not to be considered, that in contemplation of law, if
the husband is not the head, and in the case of the
death of the wife, it may be inferred that the
husband will not be liable for the debts contracted
before marriage.

If the husband is the debtor of the wife, or if the
wife is the debtor of the husband, the husband will be
liable to pay the debts contracted before marriage,
and the wife has money that is liable. Therefore, if
the wife has money enough when she contracted,
the creditor must absolutely take her debts. If
the wife dies first, her debts contracted before mar-
riage survive as her - or rather remain as he -
her, for the temporary assurance by love, and
the husband has no property - property is never
transferred from one to another by operation
of law. The disadvantage of creditors, but
here is an exception of the rule.

In fact, the husband is never considered the debtor
of the wife, he would be liable after the death of the wife,
and in no case after creditors determined
what they in the ground. However, it is clear for
all - not because he had property of her.
...must be discharged with him - he cannot be retained a moment. It has been said that the liberty of the wife is a sufficient inducement to him to have it and therefore he might also be joined with the wife. They may be terrorists the husband like his wife might well but it is from being true in many cases. His own liberty may be a sufficient inducement to - may his wife release him of it of course her wife. At the time of their marriage it to damage his in

...they are the same as properties in nature. He has a right of recovery - a right of discharge them from his option - make them his own - his wife is the title does not discharge them nor make them his own. The right to his interest - there are mortgaged

doctrine which he may convey by judgment but

...charge or reduce to have been - he may collect them in the name of himself. He will collect them and they are like the non-temporal things in his possession - if he also will collect them they may be little use - or as it may be without a executor. But what is a reducing by hypothesis. The title of the husband and collected a debt and had not paid. It would be considered as the

...determination - a question in the whole...
ight is the simplest and settlement can be made in a clear tenor mortgage, and if the settlement be not when the
150 lease expires, he is considered as a tenant in a tenor
lease in action until 10th day after the estate
are made to the settlement may be either for
real and personal property and the execution of
the-when the settlement is over personal
property it must be in the instrument of the
tee. The right to-should it be a very near
day settle his debts to what extent
before the wife had lent to her married
stage given & written in writing - the
transacts
202 honor may not meet it is the meaning of the
else at it.- the court - it - the final decision it shall be
by legal document. It can be a compromise in the
350 case the court will always refuse it in
the case and the landlord will make it better-
the right mind when the wife - or unless the will will ah-
170 be in court - cause will fail of settlement
252 even here the will may be come into existence
320 a matter of division with the same as in a case
550 and in one of co-owners they will not dissent
with the settlement. It can be the demand
600 issue for the interest of seeking the whole estate
in some cases the one will adhere more
650 modification at are to make a settlement - all in all,
I then wrote a note of mine. Barron & lime... claiming he will, in some cases, the best part... will not the other their revelations and 21. received a considerable sum of money... subject to the same duty. They must make words the settlement when the will before they can receive any from the trustee - the trust estate - they must make provision... And this must make provision in... don't reconcile mail a letter, to the trustee... and valuable consideration for the... proper person for the will... He must judge himself competent... on the principle in this case. At the trustee is willing to pay over the money... the law requires will make inter partes if present with... he is the final price in such cases... The point is where the will is made or not written... It has been observed that in the will after that... he chose an acting go by the executor. The law... kind in trust has lower evidence as evidence... that he is, for them an administrator. In cases of... table to the next of kin to them. And I have seen it that if an administrator? His demand upon... the ancient statute originally. The will was ent... to his natural birth... the will, we have... children... and who had the management of the...
Right of the Husband: the King originally, in the appointment of that, gave them no power. Each chief of the learning men then continued to them, and they were subordinate to their conscience.

Idle men—they would know better how to debate in the school of the church, for the benefit of their souls. They declared they were accountable to God and their own conscience. They were not bound to submit as they did without these

sacraments of presence in Christ. The eldest four or five

were the priests, power, made it their duty to appoint an administrator when the estate of each individual was lost. Their administrator must be his next friend in the next, and in that case,

the term next friend in a vague term. The next death inquiry is who is the next friend of the estate.

Thus to the law, and in binding when one loses another, brought them here to their birth right. This was received as father in one form, and made

The husband was after the wife's death, husband.

A widow as husband, but a subsequent title made him there as husband. By the law, which is the backbone of this country— the husband after payment of the debt, is accountable to no one for the surplus of her property— including absolute dominion. It is considered whether he is an administrator or not.
The title was introductory to a new idea or the
clarification of the condition is a question about which
there is a difference of opinion. In none of the states
where this has ever been tried, have I ever heard of
exceptions being made to this rule. The purpose is to
prevent the use of the power to anticipate the
need of the public, not retention of the funds. This
historical accident in state law on the subject will
warrant this view. That is, despite the
immediacy in cases and a sense of a case where
inaction would make a renewal of retirement a
question of

Rule of the law: In the cases where a real estate ownership is transferred by a deed in joint tenancy, security interests subject to the tenancy interest, the law for such estates is the same as for tenancy in common in other states. We treat property in joint tenancy as if it were personal property and the estate as personal property. The estate as personal property is treated as if it were real property, but the mortgagee has the right to hold the security against the creator—or make him the defendant—he may accordingly petition for administration.

The husband may release the wife's heirs in action. But he cannot release in his lifetime an interest given him in his lifetime, except during coverture. If a woman's estate, or a man's, is real property, the law in real property, and as a real estate, cannot release for more than he can recover under the law.
in the wife, chattel real — in the Barron Term.

In this they have had
years on the
a time extended by an
execution called an \' Execution.

These state

And has the same moral
power of and the body
of her closer in action.

These are the words of the record
in execution by sureties in record, the day to
be extended one year on two years to the debts
are satisfied of the property. But choses in action do

A cannot be divided when — chattel real in that — if

is derived from the wife & the husband by operation
of law & are therefore liable for her debts.

And suppose he does not choose of them, no execu-
tion is derived when them, he has the land more
and it shall stop, all the unpaid, instead, belong to his

When the husband die, and the chattel over to

back to the wife. Thus far there are no changes, possi-

bilities in action — but as those the wife dies, &

first — then to the husband — he chooses on

in action in such case without, & her representative,

the absolute its the husband as not. Chattel real thing

grandfather, to his hand — he are not liable to

them as administrator, at the receipt when, &

for, his son — it may not be, marital rights, a com-

pletely entailed to the chattel real being by the said

husband — that, if he married before marriage, holding
A lease for 20 years; the husband is
her husband during the two years, at the end of
of ten years she dies; who takes the rent of the
more ten years; and the wife; nor the original lease, but the executor of the husband.

If a lease be for a stated term, makes a
soft
date of it an marriage so that when marriage,
her husband does not get possession of it before he
dies; it transfers date wise unless no presentative or
the presentative. It
because there must be an actual or legal act, a
date which the lease is a descent, an act of the

The maxim sit, sit aliquid, aliquid, and a kind of other
penalty is the one man’s moral debt, for belief.

Lease may make the tenant real or close in act, by
an adventitex, an acti adventi of the husband of
with no title relation.

Q What interest the husband allies in the real
property of the wife at her own, and any estate, a real
nature - The husband by marriage acquires
the title of heirship of all his lands, ten-
ment. The claim he to his own coventancy
this is an estate co to be because it may by necessity
be taken in like it termination condition. But
it real time, for the estate acquired at the co
to rent called certainty, will be seen by sig.

Thus end this note. Of her conclusion, see will be said.
Rights of the Widow—If an injury be done by a
inheritor during coverture—It is rendering
the right. Therefore, the court, given them in the
suit action to redress—But if the injury be done
by the use or by entering & destroying crops
which motion can be made, ground of mainte-
ance be alone in it bring the action. But the
death of the husband, the wife is in the sole owner of
the estate & the executor has any interest and
shall support the last estate, ought a husband to en-
ter the coheiress or executor have any interest in
this? Suppose the last estate, ought a husband to en-
ter the coheiress or executor have any interest in
this? Suppose the last estate, ought a husband to en-
come the real estate to woman to her heir if
nothing more than marriage & subsequent death
fail if there be no issue of the marriage born alive.

The moment a man is married, he acquire an
interest in the lands—In the use or usufruct &
their facts during coverture
But he may have an estate during coverture in his
wife's land—There is called an estate by

But to give him the right there must have been
child born alive & one that could have inherited the
estate & the must have been actually born in
Broward.
with this present and the land (by a mother) and the heir male of the body of the
child and if there be a male child by a female there can to be no certainty - because the child the born to the male not inheriting nor being given to any
of the heir of the body by birth; no child is more
the dictatorial manner. We have none care to
be a more certainty. For the certainty of other
cases it is not necessary that a child to certainty
be added in the husband's certainty; of our
friend in that instance had the child of one had
been born to and have inheriting. We have aid
this seems not by any thing. Our houses are orig-
inally the land, the chambers there in the
country that is the. The title in time of great
articles also may be termed in the certainty with
not in a place we always claimed as right to the
have a title a change there. Let we give up. In the
state altering certainty - We give with the idea with that
does not sine to. We at respect to loose. In 20, there was above a time that not a hand in our cases
reasoning did not come from the aft. And whereas
they adhere in the research. The research did not take
the opinion. The doctrine may have become the
while. Perhaps must have made some before
the by other's have. Imagine it into like now.
Highly the husband. The law has been somewhat that if a husband leave whether the husband can be
96 tenant to the property or a tenant of all when
their land is given to a trustee & sold & turned for the
wife. The time was during the ancient of
the case, where the husband would not be entitled
as for the courtesy of a case. Since then, there have been done
in the course of allowing edo
with tenancy to the husband of the person
the law of property has not been understood. Has a right
of course to be tenant of the heretofore
write read by the
man may marry a woman that has already
heir claimed her land. In such case he has no
interest in the land. But he has interest come
in lieu of these. As the rent. In short
the same a case. If the husband in
such case does leave no children in arrear which
during cohabitation it would be more convenient to the
wife. But if the rent has accrued before con
close to every 10 per cent interest in the same
842 any otherwise in action arising in her favor.
Here marriage. There according to the French
side of the law some alteration is made of this.
That has or has been raised advantage for the
husband granted getting a wife. In consequence.
...that he has an absolute right to supply Baron Thine
her personal property in addition to claiming
er other rights in action - that he cannot make
reservation against master of his choice or de-
scribe charge - that if the debt first. This cannot
get done as a servant, but in this case, it aver-
dicate to the next of kin by the common law
the sine, case a point which would be free in the
name of the husband, his wife - if would survive
the survivor of the marriage, but that if her
real should survive her death up to the husband,
that her real estate after her death would go back
to the wife or her heirs - that when certain condi-
tions are not met, the real estate may be income to the wife, etc.

We are now to see what the wife gains by marriage
in marriage, the wife gains a partial right of income after the death of the husband - the doctrine of
coverture - the wife may gain property on the estate of the husband. She in these
intestate, to one third part of all the personal es-
teate after the death are paid - if the husband left
issue - if the husband died without issue the
intestate to one half of the personal estate remaining after the death of the husband. But this estate,
he may devise away from her even every bit of thing, but
and the document, the title of distribution of all to
the wife has to allow her a portion of the distribu-
...
Eighth to the dice is 8. There are one and if there
will bring nothing the excellence and the
unhappy cannot escape under the power and
the wise. The face at the hand with no breath
in the inaccessible time - he is a man of the
proverb, and it the holy adoration
in the tabernacle to know the truth, not in
and to his daily conduct. - Then, a text that
David amends. It can consist of sea-board;
relative nature at the cold-room condition
for record condition of moments. and then for
high, scenes, foibles, and art, but the form
can move without any probability to make the I
they are not the important, nice to be circumstance
it death - nor an force in the or blade of the love
his death - and the latter hand the commandment
the love, and there is one at length from that
This can personal case - he cannot abdication
be free and be independent. He cannot kind personal
abolished in some to be there from the other hand
act. I have the force and distinct. You do not
acts were in the secular out the handicapped where there
be a dictionary in that. They resist - they
in the time be ask abdication, even condition as
healing and not discard the husband of the wife
husband during his life, please a time for the in-
least raising a many times after the child.
have the said of the deceased land, Barony, Farm, if there be - to the estate, has had a
benevolent estate, with the right to pay a rent, or any estate of the nearest estate for the
wills and estates in that the estate, cannot be transferred. Where the deceased made on will of the real
property, for the payment of the debt - the executor
and administrator do execute the personal
and in payment of debt - the said - 3,000
and - administrative. The line there is at
there is repetition. So am I to think there's the tell him about the
land that was devised. Then the debt is remon-
strated while being the time he will have practiced
and is not to have - I shall call the will.
$200
and by it have accused the real property may with
an additional and it be said is sufficient of the
remainder he to me, and part the will provided, as
the land and administrator pay the debt by debt amount to
of the value of the said farm and farm. One is considered to
the administrator's estate is too as it involves the third party.
The husband and the - the trust were in need of a land
the title, has a written, estate came as is the longest in the
increase it, together with the line these to land.
The debtor, now you can represent, the done or that it be
desire the principal is to be described.
Right the little - the may stand in till the ex-

Here. There have been instances where the

character has intervened, and that the spe-
cially created thing is not distant. The idea of

taking away its inherent value and as

there is real estate without it. To that de-

scribe the real estate itself and the

personal interest in it.

In such these latter the real estate constitu-
e and the personal interest in it as well as the

idea. This is the law in how

the personal benefit of the estate on the

personal estate is different to the estate

with the benefit in the sense of where the

thought is great in order to be large enough to

be the

idea. The consideration here is whether the

benefit to can touch the same harm of making before both

benefits are established. The principle under which

the law here is that when the advantage on the

hand in the payment of all is considered then

s of all then shall the harm be taken to then

draw into the other eight. And judge there

the benefit. To draw to a harm where the

benefit and there be a benefit in the harm that

with that claim is held an absolute creation of it in normal

description. The difference of real property states

lead borrowed to by statute.
of the wife's estate in the second paragraph. A husband is the holder of this estate, and he can only be divested of it by its natural termination, will or sale. The estate of the wife is termed the wife's interest. The law not only does not make part of what the husband might seize but the husband's interest at one time during the course of the matrimonial relationship over which the husband had seized. Thus it is possible for the husband to divest himself of his interest by assignment, authority, death or divorce, and yet the co-widow retains both him in the common estate. It is clear that the land of which the husband was seized—let it be the husband's interest in the wife's estate—is sufficient to have a direct lien on an immediate right of seizure if sufficient, and hence a lien also from an estate of the party—for a husband can never be tenant by the curtesy unless there be an actual tenancy nor can a husband ever be tenant by the curtesy unless there be an actual tenancy. But a legal estate is an immediate right of seizure if sufficient, and hence a lien also from an estate of the party—for a husband can never be tenant by the curtesy unless there be an actual tenancy.
This 1st or 2d Wife — the 1st shall and be made of the whole
of ours because she was made to such a time
before the 2d Wife — the land of the 1st
shall not be sold at her issue if she hold the
farm; right — a right of the 1st Wife's
in the estate — in time — the reservation
of the farm with all the improvements.
1st Wife shall have the use of the
farm until the death of the 2d Wife
Lastly.
This 1st or 2d Wife — the 1st shall and be made of the whole
of ours because she was made to such a time
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of the farm with all the improvements.
1st Wife shall have the use of the
farm until the death of the 2d Wife
Lastly.
to agree and enter into any such (Pare. 23)
thing as in such a case. But when a certificate of Power
is a necessary part — the power and the certificate must
be returned to the originator of the certificate and the
move shall be reported. The report of such a move is issued
by the court — the report is issued to the
accidental and partial home-representative of the place
from the decree of the court at real relationship.
The superior court — the superior court — the
writ of error can be taken.
Dower in England barred by reason of his being an alien —
the regulation seems quite difficult — in England cannot hold real estate
in England, in an alien may have a dower.
If no body else can take anything he may remain in
his possession — but if he dies the court have no dower
because he had in certain relation of law a title of
land on less than the king immediately after the
title of the title is relinquished.
Codicil
Dower may be barred also by the wife receiving
or living with an adulterer — and if she comes to take
back the dower, her tract, she as her while the
will be entitled to dower.
But a more reasonable bar of dower is the action
of a wife to gain in lieu of dower. In such a case the
woman is gaining dower by the false representation
or identity, by the false statement. She before marriage — when
she is capable of contracting — in the exercise of her free
will — provide no co-contract — promising that and the
Right. They must have entered agreed the
by an act of truce - a truce that was not made.
A real estate - a property of a personal kind -
would be ablated - because it would become the
property of the person who was married. It
was a separate estate of an estate. For this
reason, he created that one may have the enjoy-
ment of it immediately, after a truce. But more-
over, the real estate that is the ablated on
the estate - the estate must be a complete
estate of itself. That would be a complete
estate of the land to be determined in the manner. It
is said that the estate is not even to be
selected of the estate, nor determined in the manner. It
is said also that the estate is not even to be
selected of the estate, nor determined in the manner.
In general all contracts with the parties, where there
is no grant or other party, will not determine the con-
tacts. But a contract like this is extraordinary
usually, in that case. In that circumstance - the fact
of a marriage on the same estate - the marriage
will determine the estate. That being a critical time
with the estate, it will be expected to make a very large
change. The court and the care that one does not
have during an important change. If you
leave the land unoccupied - will certainly remain
we will not in the estate.
But had she not been gone. Young Mr. Adam Smith is a very wise man and he is a very wise man, and what kind of pro-
post is he to have it in mind to judge of a man's character? It seems like the reason of the relation being done and
much more which was as well as he can
from the evidence of the Lord family, and in the
opinion of some unprofitable on the wise to that
called the bank to take care of it well; it being another
represent of the eldest of her own. "I don't feel."

It may be a question whether the personal property
to be given at a marriage is not the husband's during
his life, when a settlement of a marriage where
the wife is not sufficient to maintain her? The form-
ture would be sufficient, if it is evidence of an im-
portant person. A settlement of a marriage,
this is in distinction from that which is consid-
ered as a purchase of the other in action. —

A settlement is sometimes made a term marriage does
not and settlement be made in pursuance of antina-
dem before marriage is in a good as it is over-
fully made before marriage. There may have
been special reasons for not making an actual
settlement before marriage — and the existence
under an inaccuracy in the time. Such a set-
tlement be made in pursuance of and previous brin-
Right of the Wife - the estate will pass to the wife in the case it will be no devise to her and if the estate is a family in the absence of the husband's right of election after his death - because during coverture she is under the co-erction of the husband and would not be bound by any acceptance at that time. It seems ancien that the wife might accept a jointure or a certain co-erction of personal property in her husband's name or in the name of her husband and enjoy the co-erction of whatever there are in the land where the estate is situated. Jointure almost like the co-erction of property - the estate looks like something like this - she may have power to reject whether such estate would not be passed to her and now and in the case the jointure is the construction of the estate of the husband and if the husband makes a will to pass to her an estate or a heritage in their co-erction the estate will be accepted by her under the co-erction of whatever there is not a separate estate in the estate - the estate must take the devise in the absence of the husband - He must be entitled to it especially if she is a good wife. There is a practice that if a wife have in almost all the states more than 60 - or the husband in making a will become one or the other in her name or in the name of the will it will be new showing her entire will - if she passes a question - what will be the mean - did she mean devise it entirely or does it devise
Thence, therefore, say Judge Luce, 

"From an estate in which we are interested, it is clear that the condition of the land given in trust securing a livelihood is a safe of secure; however, it may at least be a sufficient or complete security. If this is true, the extent to which Judge Luce's views are justified is a breaking in upon the "divine" nature of the land, and it is clear that if the land is taken from the owner, it would be too close to take it, there is no intention to show that these would be barren. If the will does not join with the instance in a mortgage, the estate, the will have closed in it. The mortgage will take i with the trust in consequence. It is all the more so to deny the land in saying it will be forever. One may hold and take the right to void it at the will of the land; the estate must be restored as one marriage.
right in the book. We can have no peace in a world
where we can never find happiness. In which it is mortgaged for ever may hold any
after the death of the owner, and shall pass the third part of it to the agent in the
same way as here one (in) two thirds of the
whole estate—over the same part of the estate
in which he was. If the remaining one third
right not the book
of the heir, and it may not only of the third as the
whole estate—but in the same way as the remaining
third—(in) the book to the heir and his heirs and
the one third of the estate as before to the heir.

The judge there in such a case must of course do the
right by that article I have shown them to be
the example. I shall think when the necessity
of land on a river there is left under the
more since an imperfect in the modern
he will make a balance of the estate as before before.

Deed - in the may not be custom to be
though the common estate - in the mead as the
meantime if it be not the putting of the
the article is not to marry there with the estate.
The estate cannot be injured by an equality of re-
debtation—nor can the value of the mortgage be
drove in the present common extent, because it expanded.
...at the end that an estate is not a subject of divorce, it is
considered to be a breach when the granting of the deed.
Moreover, the question has been very much reiterat
ed in the courts. It came before this court noted with
agreement learned in the case of the rule to decide, told
that the wife may be entitled to an estate
prescription, as Judge Sneed's letter to his staff
are conclusive and unanswerable. Hence, it
shows an agreed opinion, but that a notice connection
is real estate, indeed the recite it were dis-
and end - a device did it must be executed ac-
cording to the statute. For the Temporary,
however, the decision of this case must have been for the
courts and the law - the temporal as to whether we
are granted at the end that the one, the effect
during the penalty of the time. Judge Sneed's letter
observes in one case the decision, and comes from the
a strict adherence to precedent, and that the main prob.
lem of the matter are the only things that are
merit at the time. I should have no hesitation
any further, but one in deciding not an issue of
contention was a subject of divorce. This I
consider to be enforceable but all our principles
are, with the question in the court, to
While the court after great deliberation decided
that a wife may be endowed of an estate of the...
above marriage. This law is to the right of the hus-
band & rights of the wife - inherent in the one be-
fore marriage but according to the other after mar-
rriage.

The objects, now to be considered are - the rights of
the husband to the wife's choses in action according to the dan-
cining overture & also his right to damages for injury either to
her person or property during coverture. In the personal
property to be given to the wife during coverture,
there be no words in the act expressing it to be
her separate property, or in the separate case
it goes absolutely to the husband - and a legacy be
given to her by will - or in any other way. And they
show down the rule one judge here - that it is very dif-
ficult to. A legacy be given to the wife during
coverture if goes to the husband's executors. The
his death & it is of a kind - or any other in action
they are her the mad tax for these actions without
paying his wife. The joining the wife would not
do him the action. It is settled on the one hand
that such property according to the wife during
coverture is an absolute & in so to his executors
or other executors. On the other hand it
is not stated that it goes to the husband as admin-
istrator like any other chose in action to be di-
tributed to the next of kin &c. All agree in that
the husband may one alone. In a case in action
accrue after marriage. In cases where the husband dies before his mother, the
wife succeeds to the estate in action. The fiction is of no
good to the wife, much less to the executor. But the old
doctrine laid down in common Digest is upheld. The doctrine
that the doctrine that has been receive Einaudi's
land - the correct - is the correct - is the correct. The doctrine has
acknowledged principle that a rule which
tend to destroy the symmetry of the law is to be avoided - on the other hand.
the doctrine in common Digest is preserved. The
symmetry of the law - take it to be a general
rule that in every case where to claim will survive to the wife upon his death - to
be any sort of notice to be given at time of
this claim. But it is agreed (at least) on all hand
that the husband requires alone for any claim
across in action accrues & even in action
as a judgment is obtained in the husband alone
alone - whatever may have been the claim to in
ance judgment - the husband - will survive
himself as going to the executor. And therefore it would
have been in principle that the husband's claim in action
accrues, the surviving wife's claim is entitled to
the sum set out in right to demand for injurious alimony.

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this claim. But it is agreed (at least) on all hand
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have been in principle that the husband's claim in action
accrues, the surviving wife's claim is entitled to
the sum set out in right to demand for injurious alimony.
A man who does any injury to his reputation, either by a false accusation or by giving false evidence, is said to have made a false escape. The remedy is the same as in case of a fraud. In other words, he must return the goods for which he gave false evidence, either personally or by a surety, in the same manner as if he had entered into a contract to sell the goods. This is the case in which the plaintiff may recover. If the husband wrongs the wife in the act, the wrong to the wife. This is the case in which the wrong to the wife is to be recovered. This claim on right of action arising here in case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. In the case of the husband's death, the husband must join in the action, the husband must join in the action, and the wife must join in the action. The husband has been wronged. The latter gave, when the ground was damaged, in the name of the husband alone. The former has been indemnified. The latter gave, when the ground was damaged, in the name of the husband alone. The former has been indemnified. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action. This case of the husband's death, but this kind of injury — viz. the false evidence — will arise in the action.
having a bad name may he rend Nor a
a ead gft gft wem fro fomg it as in F:::

The therefore is a con vencion,
notin enap a the reme d in to attitice on the laec 156

This is often said he an a 40

Time 156 - 50 in tewf ssha 156 case in 156

place redmet - hence in another a 156 case for 156

an advantage contrary the husband may be case long

quod est usm, for an epp of the wite. The husband is a

who one declare lime of med service of 156 156

dan act all auxilliary con, am he sure the cons

vice one age 156 children in certain ranks or 156 156

promised with unde. the husband may amend

the action even to the half of service - the dice has a

made may occasion to mit this later

It follows that who one declare the husband or

the coronor the wire is liable to the husband not on the ground that he has an half of service of

there are special clamase and the statute. The
term of said that the husband had a risip 156

he son the same as he had the horse - further

idea is yet explained. Until pleasure the

came of the throne the action by the husband to an

injury done time to we and 156 case quod re

ducer his may. This rule was a comprehensive and origi-
The husband, in which there are a good deal of moral, even of some good - the action, the term, was called good or bad, and
its effect. Injury is remedy in case of criminal conversation with the wife - the ground the action is troth or false - but the action
is in substance, false - falling the seduction - the alienation - a section 50 - this arose from the rigid adherence to the marriage that the wife had
in and, however, the trust, there. It is inferred that no action on the wife would be good, but by an action in bond or of
the trust, in the form of if it were a. A petition - yet the proceedings are a. An action for seduction
the action in false respect is limited or case
true by a trial in days, in actions of troth or
false, the action is an action of false
false. If it be recovered, if the damages are
bail, by the error, and in the case will be
be recovered. As the husband is joined to the
him in, when false, the action is an action of false
not case. If it be recovered, if it be an action of false, and
false, by the false occasion - which action in the case are
false. Domestic offense. The action will lie, in
inference of a husband being a foreigner or not 
and a truster of a marriage. He is a man that is not re
named his son after said Baron Jones as right to live according to his own power - the power of the state - the state of the state - the state of the state - the state of the state.

In the state of the state - the state of the state - the state of the state - the state of the state.

Now if any one is not satisfied that any man cannot abuse his power it will be impossible for any person to conserve his own life & the rights of another person that is a better man. In the state of the state - the state of the state - the state of the state - the state of the state.

In the state of the state - the state of the state - the state of the state - the state of the state.

In the state of the state - the state of the state - the state of the state - the state of the state.

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In the state of the state - the state of the state - the state of the state - the state of the state.
The man who is married to a wife and still resides with her in the same dwelling, is the husband. The wife who is married to him is the wife. This is the ancient idea. In modern times, the term literally means a husband and wife, but the manner of the people have in modern times assumed the appearance of more humanity. Since land came to the throne, the wife has been regarded more as a companion than a servant. In some cases, the husband is not the only one who is regarded as his wife. The conduct of the woman is no less important than that of the man. Indeed, she has a right to have her husband serve her. The law provides that if the wife does not cooperate with her husband in the performance of her duties, she may be held liable for her neglect. This provision results from the right of property. If a woman does not perform her duties, she may be held accountable. The law also provides that the husband may be held responsible for preventing the departure of his wife with another man. If there is no evidence of her voluntary consent, she may be held responsible. The law also provides that if the husband is not present, the wife may be held responsible for preventing injury. If the law is not acted on, and she is not present, she may be held responsible.
The husband in either title or
the wife's name, if omitted, is a
Barnet in an instance I have large, the tithe. When
a suit is brought to recover the back rent the wife
in the action. In there are but two instances when
mean losses by the instance either the
wife cannot be retained a moment—before
the husband when mean or partial to one.
There is one instance however where the wife
may be imprisoned without the husband
if the wife is made before marriage, by her name
in name that she be married—then judgment ap-
are the wife may be imprisoned alone because
the judgment must unite the wife.

And delaying the execution—It is said to some
of the elementary writers grounded as well when
the title of a judge that is execution be taking
out as both the husband or wife & the husband
is not to be found—The wife may be imprisoned
not without time. The tithe in the may be taken up
would be retained till a reasonable time, here referred to
taking the husband—But the instance is also
remained or only the name be brought up as before
and the wife must be released. That it if the wife
will not appear, he. It also is to the husband not
liable—But in a suit judgment obtained the wife then
The husband must live with his creature, even if the creature be a brute; for the husband is the master of the house. If the creature be a brute, then he must live with the creature. If the creature be a human being, then he must live with the human being. If the creature be a human being, then he must live with the human being, even if the marriage is illegal.
Likewise, in the husband - or other act to be committed by his order or command. In all other cases where one order another &c. to do anything act, the person who gives it is a servant or the like, as well as the Butler, that the moment a man tells his wife &c. to do to, she is clear of the act in his case is to one &c. liable. Again, supposing the case not without him, &c. upon whom her neighbour - once in his presence - there never told him or commanded her &c. to do - &c. in the instance, she is only a slave - after in the ground of bare

rule of evidence - But if the act be told unto her

the party will not able to file the case will

but in a verdict of no evidence and her - in non-

nulla, &c. &c. is an evidence from silent blank.

as to her neighbours - Hence - not in her company nor

by her advice - The husband &c. to may be said ab-

out - if not made by my own hand. The action of the case will proceed as her - But not as him

in this alliance the case in case where the inci-

dent of act is inflicted in nothing more than a

line to the husband in the act and the wife must

be joined with her in the prosecution. And where

the nominal act attains &c. Hence is under-

prosecution or control her, in which the may be

prosecuted wise - she has here all the meaning of

willing of the laws of the demand &c. contrary.
the husband may be and alone but there is a all
promise between a husband & a wife.

Those which were in ordinary when the
wife were unchaste the husband is obliga-
ted to divorce her. But those who have
children & properly & maintain them, he is
bound & maintain them & of the marriage again
she has inherence all her property and her prop-
erty of the general revenue. When that
has inherence & maintain them — that is a widow.

be a heavest pain childre whic are of a woman
daughter — the herself is not bound & maintain to
them un matter will her husband be bound &
maintain them of the marriage again. The lawn
where also in wife raise bound & support them
let the children —not to live — if there is a mar-
riage there — there has property enough but her
parents are parents — the to the law is in not
bound to maintain them; but by that he would
be imputed — yet the husband is not bound to
maintain her parents — there is an exception of the
rule—insulted perhaps in exceptions. (The husband is
that his side of obliged to maintain her parents.)

she reserve domicile transeuntly & where leave
the land in the estate way. And then be disposed of
this estate. In this form I found of the question
The true test was whether the husband had ever
maintained the status of a wife by a common
law. The rule of evidence was not applied on
criminal actions, but the case was identical what
was the duty? The wife before marriage becomes
the duty of the husband after marriage. - only
with the wife. I doubt the ground upon the judge
upon which this case is made - the court house
and down a broad principle.

There are cases as before referred to are the
wife, having committed an offence shall be ex-
cused - on the ground of exaction: offences
of this kind are called male prohibitis - that it
is a crime not to bring the dead in which it
but that is not a case existing in a state of nature
is a crime to bring in linen. - The female being
considered a satisfaction. If the offence of the
wife is only as peremptory. The wife is excused if
the committee, etc., to under consideration - it
the husband alone is liable - the title married
which is death. It is remarkable that such
violence extend only to the wife and not to the
murder, however, each man not to be tried even in the case
in case of offences against the law of nature or
murder the murder of the crime on treason which could
male in re - conviction will not be made occasion
No will catherine excise the wife. Baron & Serre where the is accused of having a brothel the ground of the prosecution is that she is considered the chief brothel in the neighborhood. The chief brothel & brothel in the neighborhood.

The wife may never be an accessory after the fact 28-5 in case of being to the husband for any good done in him. But the husband of the crime. The committee may be accessory before the fact the husband as well as any other person connected with what contract, made by the wife are binding upon him or company—thus contract made by the husband—It is indisputably true that the nurse is as sure or entirely for him by express authority—every contract made in pursuance of the authority is binding upon him.

He is also bound by such contracts of how as are usual service & contract & every duty or such kind as he never contracted of his wife—in the same manner as other contract—there being no exili box present, so also if the contract be such as is not according to the usage of the country usually made by he will be bound to do the same nor would there be contract or bond never before made be contracted. Thus it is said, she should purchase a horse or a horse of dozen to 120 produce & could. But she was not the done—endeavor to keep the horse 8 the horse 8 an antecedent with the - in term of 25th.
Contract of the Wife. If the wife concurred with the husband according to her nature would declare
the husband to bind by every contract made by the wife for articles coming into the possession of
the voluntary trade or receive the necessity of
the husband. And if the husband should,
the wife them all promise & promise in his sign
he will be bound. The wife of such case would
an implied promise - in the dictator that it
is his duty. Say in such case he would be
least. If he had always declared he would not
lay for them. If the wife should in his
absence purchase goods for her children. And
coming home should object the said goods & clear
out the place - he would be liable. The husband
will sometimes be found where he would not be
found. Where there not peculiarly of mere chance
attending. Thus to supply the husband goes to a
foreign country or there resides a child - the wife in
the mean time must have more than ordinary
sense into the business of the family. If the
husband was a farmer. The man purchase the or
ordinary terms upon it - the in other occasions
he would not be bound by the thereafter. To if the
were a merchant & trade - he may have goods
on the property of doing or a debt & interest - If he were
a tenant or were about the land. Sometimes worse.
The husband is bound by his contract to maintain her and her children where he does not actually provide them or her. If the husband gets permitted with his wife and turns her into a storm or takes away her clothing and leaves her naked she may go any more. The man who sold them to her may charge them if she has sold him — he may have no action of bankruptcy — stating that the husband is before a day. The presumption is that the husband will share her death, a day she is married. And the case will be the same. The he is bound to the town, forbids the merchant from selling her to the slave is good in all accounts. He will never stand 1214 to have no money for necessities. Written up is the tax account and the money standing in society. If he is a man of affluence the more have a better gown about in the house the better from his husband — 1215 refuses to consider with vixen the circumstances once he knows that she will be liable for necessities furnished to her — then whenever he takes her about Frances to death or putting her head off & actually puts them to be known. The woman is frightened, she — she is not bound with him — but he is bound for the necessities. And if she departs from him without reasonable cause he is not bound by her contract for necessities. This goes upon the principle that he is not obliged to maintain her away from home.
contracts of the wife — hence of the owner back again.

...want to see with more feeble resolve. He is an
orderly for all necessities connected now. But if the
choice with the option he is not required
to maintain his ever too the more after the return
it with like utter him. This letter from
the case of her husband about a attorney ret-
turning the he may even are relate still hope
at it. In those others with no declarator
contract is necessary — the seller hadn't mon-
tice of much evidence — it is said the husband
would not be heard. I have seen no case say the
judge document the one — no is it inagument oth-
other principle. The matter is found by the con-
trols is his servant where the servant has been
accustomed to make such contracts — suppose
now the servant is discharged — the service is aban-
don the servant in an unprobed extra he
go to a store & buy goods — not as he had been
accustomed to buy — the matter is near — the mer-
chant did not know that the servant was clear
charged — in such a case the court held the plai-
ter was liable — the merchant acted a good and
reasonable part — for it did not know that the
service was at an exceed and was of matter of general
public notoriety. The wife is not liable herself
when the clothes with an admittor any more than
with her husband
if the law...
been said that a man separates from his wife because
of having a separate allowance - The fact being a
matter of necessity the husband is not entitled to ask
for compensation for necessaries. It has been held that
the husband is not liable in such cases. The wife is
entitled to her separate allowance - She is not
entitled to her separate allowance - Of course whatever the
wife can earn is her.
It has been observed that the husband could not
be held liable if the wife were taking her good or in no benefit
due to her own personal action. She may have
a personal nature. It is her own action, she may act-wise.
contract of the wife. He is her personal enemy— it is
no more than reasonable that since he refused
dead with him himself, to make also enforce
his wife from trading there on his account.
Because I presume they judge otherwise if there
were no other reason in the place that could
furnish her with necessaries on the part of
an enemy—he would be bound by the contract
with him. If the wife buys necessaries it is agreed
that the husband will be bound. But the wife
may sell these & tell them or borrow them as
said that the husband is not bound by. It is not
tills because the husband again. But in the
hand— & the husband may sell on account & carry it on
he may not be bound, but when the ground that the
purchase goods which he usually does he would
be bound.

No subsequent improper conduct of the wife can
discharge the liability of the husband when once
such liability has attached.

It is said that the wife can never bind the hus-
band by any deed in her own name or in her
own right— But as attorney she may according to
the power she has— The deed that would be void in
for the article he would be bound— To accept the is
in such deed in which she is in the article that to void
is void— The simple or simple contract receives
The law raises an implied power in the husband to the wife that he will pay in necessaries the debt owed by her. The same is the case with bonds given by the infant to necessaries. The bond is voided as the infant is liable on the original contract.

Here I said may judge severe, that in case of a contract made by the wife for the loan of money or the sale of goods, or necessaries actually to live on, it is not binding upon the husband at law, but in Equity, the rule is the reverse. See Parent's liberality, 293 n.

Fair is a case say judge severe where it is anne Batten, necessary to have different rules in Equity and Law. I think the rule ought in this case to be the same which in law as in Equity, the power of a husband is limited. 125

If the wife be committed for debt to any one by the tort, husband is not bound by any necessaries. Case 155 is that case. This results from the principle before held down that the husband is not bound to maintain his wife either away or by her imprudent conduct is taken away by legal bonds, if he is not bound to maintain her.

Case of debt due owing to the wife before marriage by the husband. If any debt else over the wife before marriage we have seen what comes of it after marriage the husband collects the debt as fast as he can. Otherwise that are due from the husband, it is said.
Contracts between husband and wife - that when marriage they are annulled. It is true that they are annulled during the coverture - but after the death of the husband do they not revive as his executors. It sometimes gives a bond and afterwards have it acknowledged by the bond, the same - his being 12 in coverture will be evidence of fragment - and however conclusive - the presumption there may be revivable - for it may have been taken by force, if so may be shown after marriage all the wife's choses come into her possession - among the best he has the bond which he before gave to her if i. Therefore presumption evidence a judgment can be. The case is the same if the bond is made before became due during coverture 12th - as to such as become due after coverture it is de termined (i.e.) after his death - are there kindred at law when the executor. It has long been settled in Equity that they are binding - the question is, are they kind.

At law, the executor. It has long been settled in Equity that they are binding both at law & in Equity. A bond securing a provision to the wife was given the before marriage it being property. To take effect after his death - it has been held in two cases but with a decided court that such a bond was good as the executor. Hobart felt the two chief further divested from the opinion of the Court.
As I have contended with all Baron's cases
the former is the more against the other
where the husband is a domicil in a different state
the dissenting opinions of the two books
there were the only occasion of doubt - this was the
question however has been lately decided by the court
the whole court were of opinion that
the wife might recover of the executor of the
husband

as to contracts entered into between the hus-
band's wife for real property before mar-
riage - it is no matter what it is termed or the consid-
erance. Again the same cases have been
borne in mind are otherwise if there was in the
contract is not annulled - the land in her
but like the rest of her real - not separate prop-
erty in will have the use of it.

But as a consequence of land after marriage
the maxim that the husband's wife cannot
contract during coverture seems to apply if
the reason the maxim is that there were both
one person in law. The maxim to be true in
most cases - and as the uncle in kind
of the wife she has to her real property - it
not real in the husband - but it the law to her
wife were one person it would not in her
one real estate coming to be by descent of the
Dower.
contracts between the husband and wife. In the doctrine of the maxim that husband and wife cannot contract as a sea-coal; this cannot convey land to each other.

The wife cannot convey the land to him because she is not joint to it under no coercion. But if the wife can convey, then it is under no coercion.

I assert that there is no case where the man can convey that husband and wife cannot contract has been extended beyond the limits which were originally intended.

In certain cases there is a sale against her consent by estate. In the circuit courts, if there were, the law would be considered here, John to be. Honeysucker had these heads together in a manner, whereas I mean the wife of a woman. John may convey the land to Honeysucker as trustee in trust for the wife of John. John is not to rely on a conveyance like that. The title does not in equity exist in law, but goes to the settlor's grantee.

And, says Judge Coker, there can be no reason why she should not be allowed to convey land directly. And in a way the only reason which any\textsuperscript{1} pretend to advance is that the maxim should be preserved—the conception of which was so fundamental, that it should be preserved. And this maxim is more by a piece of land, to be considered in equity, is by completely it right. Another way in which land may be conveyed
to the wife is in the husband &c. be written so that the wife, as his friend, agree with this friend &c. of the same estate by deed or will. This must be the mode of conveyance in this state because we have no state papers conveying the legal estate to the equitable trust.

As personal property, the husband cannot make any contract or conveyance for or between during coverture a deed in favor to an equity contract that the wife shall have certain articles — in the benefit of the sale of them — have been held to be good — thus the husband agreed to give the wife all the land gained by making it fall to the cedar — by the agreement. — Should it till the gas together both — he never did infect in right during coverture if sold it. — Moreover he wanted the money &c. for which he gave it. — The question now whether the executor could be compelled to pay up the bond the court held that he should pay it. — I was not pretended that he was a executor — that he should be bound next att the debt more said.

As an article of agreement to live separately — the law does not recognize such agreements. — Here the are recognized in their locality rights. — where I cannot say — it our country would exist in
contract between husband & wife, & increases in joy & comfort as it has done, the same reason may exist here as in D.P. for such agreement. In D.P. they are recognized as binding both at law & in equity. The husband has certain marital rights which he may renounce & they are binding on him to the extent of the renunciation. If he has entered into a contract with his & allo. a separate maintenance it shall be carried into execution & if he has covenant to recompense the services he cannot after claim them. But a contract for a separate maintenance does not because all his marital rights, if he has a legacy left to him, he has a right to. But if he covenant not only to allow her a separate maintenance but to allow her all legacies &c. that should come to her, he would have no right to ask her to allow her a separate maintenance. The wife living with a separate maintenance may do any thing or suffer any thing that does not the he, unless no injury. If there be no reason for another with another, it is nothing for the husband. If he undertake to restrain her or to take her in & there, & he is liable not in a suit for her & & for a breach of the peace. Increase 3.4.18.1 where she was brought upon a broken cord & 3.4.18.6 the husband upon her being also alleged to 9.4.18.6
the husband was married to her. Barry v. Brown.

Tenancy in common is a separate and independent

ownership of the land. The court held that the husband

was bound by the contract. 2 Bem. 271.

The husband gave his wife a note evidencing that she

owed the debt. The court held that the husband was

bound. 2 Bem. 271.

A decree of court settlement of property, when a wife by an article

of separation is not affected by the rights of purchaser

or creditor - unless there is a conveyance in the husband's

name. 8 Bem. 271.

The courts have often directed a separate maintenance,

where there was no article of separation.

Tenancy in common must be determined by court order,

and it is the duty of the court to be certain that

all facts are brought out in the case, until after

that in abatement of the action. Where
contrived between husband & wife, the obligations
of the wife, rested upon an agreement—tho courts at
any chance, have the power of decreeing a sep- 
artate maintenance—some late decisions
4/8 have renders the doctrine questionable.

The statute made by a wife of her separation
are at her discretion. The justice额度
2/28 says, that a wife living apart from her husband
9/16 by articles of separation & having a separate main
in the meantime, it is a sine vice & absolute. Therefore
4/17 except as to marrying again. It is clear that the
9/28 cannot in such case compel her & to habit with
2/25 him—she has no right to reside when she return but
8/4 to agree & to habit together, it is a complete
9/22 absolute discharge of the covenant of separation.
gained property devised to a owner may be held to be
3/30 his separate—the intention of the testator being
7/5 clear, understood, taking the whole will to-
gether—although it was so where in the will declared
expressly tie his intention

as to contracts by which the wife binds herself—the
gen. rule is, that the wife cannot contract to as to bind herself—the contracts are void. this is the gen. rule, but all agree that there are some cases where the may bind herself by her contract.

The principle when which the general rule goes is that the husband has a right to a breach of the
The right to paramount & absolute Barony & tenure
right— he will not suffer his wife to be sued
that in part without him— if he is writing
the court will not suffer it— the fact is there
under this coercéion & the shall not in order
parties can be bound to his contract— the true Barony
coercion by which it all goes whether the id & some
bound or not— in to consider whether any of
marital right of his can be affected by the co-debt
contract— & secondly whether the contract was
be in force to be void under this coercéion Hulle
another 3 there are in the war the mag but her 200
200— the disability arising from coercéion is re—move
moved by banishment of the husband from the
realm forever— neither can any marital right
of his be affected— no reason can be given why
the may not be imprisoned as well as a serje—
tale— Indeed they have always been admitted the
law. coverture itself is no disqualification
but it is the consequence of coverture that dis-
qualifies the wife from contracting. In case of
banishment the wife is not a serje tale but
is said to be in coverture mortuary— neither of
there are the ground of coercéion in— All
latter matter— The Lady Herbert could not marry 10
with her husband was banished— to said the
pro—law the
ological court— research for non will be attorned or attented
Liability of the Wife - When a man had committed
an rape, certain offenses he might avoid himself of the
prerogatives of the dowerary - unless the particular
wife of the offender failure to make - without any
bonds as a return it had been held that the wife of
such a man may bind herself - to also the
wife of an alien cannot may entrust - besides
the wife of a man transplanted only, her seven
years after being bound by her contracts in
the two last cases men been receive the husband
and not be civil into maintenance. But can a wife
having a separate maintenance & living separate
from her husband be entitled to be receive. For all
no question saw the judge had, perhaps been assertion
more than than the in Westminster Hall. It
was given as the opinion of Lord Hardwicke that
a wife not being under the coercion of her hus-
band might contract of be sued - This opinion
was afterwards deemed to be true (contradicted)
by the court of King's Bench when Lord Hardwicke
saw. The case was to all lengths to show that
where there articles of separation of a separate
maintenance allowed - she will be bound by
any bond given by her during their lives. Give
no more credit to the decision of the present case
on the ground of a separate maintenance. I agree
to the doctrine of Judge Reeve, but not in the
ground upon which some of them are based. The
consideration of a separate maintenance—under the
principle of the doctrine is one—where a wife
lives, and not a separate maintenance, I have 5
the case. It does not follow that because the
wife is liable, she must, therefore, be liable for
the debt with an addittive. There is a notorious
fact neither the husband nor wife are liable.
The decision in the 13th.R. 5 in the court of 12
and that there was a different decision about
the same time in the court of 12 P.C. is another
attorney in the King's Bench. It is to
acknowledge a question raised. But if it be considered
upon the ground on which I place it, no decision
to the contrary will touch it. The Judges, it is true, have sometimes shown symptoms of disfavor at
the decision which I am attempting to uphold.
In one case where the court showed a disposition
to overrule there was justifiably no relief
his seat. In another the right of the husband
affected where the wife lives apart with article
of separation and makes contracts. He renounces
all claims to her person—she may therefore be made
infirm in mind without affecting his rights—such is
the under any wen or at the husband at the time
an action not. He has all the liberty of a term sale.
Liability of the wife — This is introduced in no new principle. I do not hold out the public that the wife is liable for her contracts on the ground that she has separate maintenance but when, the husband ground of the living apart from the husband and by articles of separation. 4. If his idea in case will be found to meditate. One of the cases acted as being at the heart of the case, where the wife was sued — she pleaded coverture — the plea replied that she had cloaked her which repudiation was held ill endured over — this case in no manner parallel to that of Barn. Olson et al. — or there had been no sort of agreement or separate marriage away. Another case is that of the death. This was a voluntary separation as agreement but not in writing — it was only a common family table. The law does not regard such agreement unles & writing — the husband therefore, could find a period to the separation at any time — he had in the view of the law relinquished none of his marital rights — he had a right to see his wife at any time when I want you for a wife again I'll have you. His marital rights may therefore be invaded if women ground the decision is correct. Another case was where an action of assumpsit was brought as the wife for goods sold to her — to the action the wife pleaded coverture — replication that she lived with an adult,
that the husband had run away. He left her in his house—there was no covenant of
separation & the action was not sustained. No
one tried in this case is like that of Mr.
Daniel Webster—the court it is true had tried the ground of
their decision was that there was no separate main-
tenance—but the husband have said there was no
separation or maintenance & the ground gave just
another case was where there were no articles at all.
Dissolution & maintenance except a temp.
many aliens had sued before an ecclesi-
castical court— during that time the wife made a
contract but the court held the war was not liable—
this case has not the least resemblance to that of
Mr. Daniel Webster the husband showed very
great dil. just at that case— the Justice Lawrence
went upon the true ground in giving the decision
he said the action could not be sustained because
there was no covenant of separation. In the other
is another case but it has no resemblance to the
point in question— the wife in this case leave sep-
ate from her husband & carried on the trade of
Haberdasher—she made a will & died—her executors
were sued—now it is clear that she could not be held liable, accord-
ing to the law that she could not be liable because
the property belonged to the husband & Lawrence said
that a wife could not sue for her verdict of the own.
Liability of the Wife — In the 35th, 544 in another case
This was the case where Buller left his cash. I
admit no judge here that the court in their
case intended it over took that of Baron Polwin.
And this decision independent of the opinion of
the judge does not stand abridged to that of Baron
Polwin. The husband convinced with the
wife to pay her a separate maintenance and left
the wife to understand that she should continue
her own — but there was no agreement to live sepa-
rate — only by law as long as they should agree
to live separately. All this is consistent with
the doctrine before laid down — he could reclaim
him to there was no consideration. All is pre-
sently as a lease of land — its continuance de-
dpends upon the will of both parties. There is
and the question whether a lease covert living
apart from her husband by articles of separation
having a separate maintenance may bind her-
self by her contract.
One case there is where she can contract to act
and bind herself the use liveth with her husband. She
cannot convey her land, during coverture except
by lease or in common recovery. If her husband join
with her in lodging a lease or suffering a common
recovery, the conveyance is absolute — the being ex-
cluded by a marriage a wife is married in and of
not
If the lessee a line or suffers a conveyance by a person and if she herself or any other person is entitled, he may destroy the whole contract, but if he does not dissent during his life, the conveyance is absolute at his death. In this transaction, she is considered a tenant sole or some other, have it quire time. If she has not been say than the court would not have required a solicitor a recovery. The presumptively therefore is that she was a tenant sole. Sine a tenant recovery are in another form the same, both being solicitor actions of the law, only the parties in the former make a conveyance of their right, but in the latter, the right is after importance make the default. But how can it be let the wife convey her lands in this country, we have no such species of assurance as time or conveyance, the may here convey by the common mode of conveyance, i.e., by deed. Her husband must join with her in the deed to make the conveyance valid. At any rate, the makes a deed of conveyance without joining her husband, she does not disagree but before the deed, it is gone forever. The husband before marriage connotes to never to finds, reconcile with the wife's lands, that is she wanted to sell them, he would join with her in the conveyance. She made a conveyance in her own name alone, she died.
Unrelated to this: The law of contract enforcement - that if he had had a child born before the marriage, the estate would have been entitled to curtesy after his death. The maxim is that no estate can be created to commence in futuro. The wife therefore cannot convey her estate to commence in futuro at the curtesy of the husband in determined but cannot the curtesy be a remainder when the husband's estate - his is a life estate. Here comes another unbuilding maxim - that a remainder cannot be limited when any estate that does not commence at the same time with the creation of the remainder is by the same mode of conveyance. - But the husband takes his title by virtue of his title, his right cannot be created by any act of the court because it is created by operation of law. She is not barred of her right of recovery on the ground of co-conveyance, because co-conveyance is of consideration in a land court recovery nor because any marital right of the husband is violated - for a conveyance of this kind does not operate till his marital rights are extinguished, I understand. Judge Lee, that the wife may convey her estate to commence after curtesy in come.

Nothing present in Eq. but the concern that an estate cannot be created to commence in futuro.
In this case, the marriage is not lawful. If the land is conveyed, we have a claim by which land may be given to the immediate descendants of any one in being. It must be given to the issue of the younger child in being. In this way a great title in future may be created. That which is good by way of executive device in England is good here as a conveyance. If the wife has land given to her by deed or devise or coming to her by descent, can the husband be divestee and destroy the title? The case of this kind is the same. The lands are all silent, or the grave on the head, can he divert the wife of her title when once it is vested in her? Must every right of hers be subject to his will? He is a tenant of her property. There is a reason for the same reason perhaps why he may destroy her title. That is that his rights may otherwise be affected to her disadvantage. It seems clear from what is said in the description that his marital rights may be injured. If he is compelled up, her will is to tend to the other, he will be liable. That there if he may not think the land to be worth enough to redeem the ne, or perhaps he does not want the pleasure of trouble of it. Another case that in the books is that the wife may have a lease rendering.
Baron: Some - It is not the intented law that the
wife may execute - naked authority - there
where the barn interest is it - and one de-
vise to a man who lends the real property
matter whether the devise he made before the
first marriage - if a true land is given the she
becomes to a third person upon the performance
of certain conditions. But the husband may re-
ceive no prejudice by her act. - It is not ne-
cessary that his consent be given before the last
limited devise - if so the the power may be con-
trolled by the more recent of his will
Of the legal title of an estate rests in the wife
date adverse to another. She may convey without
her husband. However there are at least when
one of the interest - there extinguish the estates not
the other two interest held and the property because
no right of her could be affected by the same. That
decision has been grumbled at - but not overruled.
The maxim that the wife can have no estate in-
qually applicable to this a mother case.
On the power of the husband to convey the real estate of the
wife - if the husband and the other her & convey away
his wife estate alone he unexclusively in title
repudiate her interest if he has a child. If the husband
inhabit - His estate during the coverture is not held.
in the conveyance of the land under Private Relation
by fine or recovery — here she would be barred and
her heirs.

As to the house of the wife after the death of the husband
there is no contract made during coverture — 54 an estate
be conveyed to the husband & wife during coverture — the next will accept it as to her part —
indeed she cannot because she is mere co-ordinate
but after coverture, she may accept or refuse
of the wife joint with the husband in a con-
veyance — not by fine or recovery. The magistrates
if after coverture — or in lieu of — their without
the husband leased her land for 4 years — the lease
the end of the time he dies — the will must be found
pursuant to what the law and it — at the 1st of
being rent — the aforesaid lease. From there — the
rule — was judge where we called that contract
during coverture concerning the wife's land
are not void but voidable, where the wife at
the coverture is determined affirms a lease of
her lands made by the husband & herself during
coverture — the wife to intend to take rent
aforesaid. — This is easy to understand. — But the
difficulty is in understanding how the estate
titled to the aforesaid rent — the rent which be-
came due during coverture. This probably have
thereby from the principle. If the husband
Baron Ferno: People are joint owners of a lease of land belonging to the barrister. When the death of one of the
219 parties occurs, if a lease be taken by husband and wife jointly—rendering rent—& when his death
she agrees & by the next continuance of the rent
Suppose a woman in defeasance of a year's paying
rent—rent becomes in arrear & she marries
her husband, she is the liable—the husband was liable before his death with his wife— it is clear that if
survivors as her—buts how rent had accrued
In the case of the husband—of the death—& if the
she, her lease would still have it to pay—The
is her, hence arising her liability. It seems then
also that a lease is repealable & change her creditors
in that case. This too by operation of law—a case
the like of which is not the found in the whole
course of law. If lease to his in the husband's while
the husband commits waste & dies the wife at
least the lease by occupying the land—she
will be liable for the waste committed by the hus
band—otherwise if the waste the to be seen on
where the may. If the wife agrees & by a sale of the
225 land, before marriage & whereby the decree of
against her after the death of her husband, is not
held, some event which would be her husband being absent
181 of her land, with warranty is liable on the.
covenant of warranty.— The deed (private relations do not carry as a rule with a wife
notice when she is a joint tenant.
A contract with a woman that it the word
of another— he would pay her rent— the married
of cannot release them, because she has no inter-
test in it afterwards. A covenant with her to
leave her rent if she dies before the husband, is
cannot release it. The case is the same if an annu-
ity is left to the wife— he can so far be released
other choses in action but he cannot release any
annuity in real property— an enclosure claim
herein— the may discharge all that needs
accommodation coveture but no more
of wife may suffer more an estate by the negligence
of her husband— where the death of the estate or
the preventing of a restatement— hence in whole
the extinguishment of the prior title or
a condition— as is caused to a simple delinquent upon
the non performance of conditions— she cannot
perform the condition further unless with the default
in the death of the wife or her husband. Of an estate
in the wife’s land— with condition that she
shall not file the conveyance to be void— but if
a condition annexed to an estate by law, if not to
the act of the hanaier— then she is not to be prejudiced
and the husband neglect to perform the conditions.
When the husband must join with his wife in a suit

1. In all suits in which the husband must join with his wife, the rule is an unbuilding one—The husband must join in the place of the wife. Elements in Leav. tare writers often say that if the husband

2. did before marry the husband may sue alone—but no case can be found to support

3. the opinion—one of the involved is that a civil case is given during invention co-every

4. good reason that the husband and wife alone

5. in Leav. is not given during invention co-every

6. must take an oath of safety—& I had no rec. for

7. settled his estate, but this was not good

8. built to some certainty.
the child to whom it related and that care relating with 1283.
the point. If the child by or it was holding
that person also before evermore the wife
was not from a slave to the lord Christian
and expressly that debt due the wife before
marriage would not be due to the wife-bride and
of those debts which accrued before a second mar-
riage he may the writs alone. The body
may not the will nor alone for debts due to her
because told that they being little husband the
moment they are recovered - That tell is that:
the wife is disabled from maintaining any
action is her own name - They in all these - that
then required no such liabilities - but the in
not telling who venture durability became due
if it had not been or was the alone - the hus-
band wife are out better resolved - but it is
why should the husband remain alone the true
ground was they were it of it or he allowed the
alone - however occasions the will may be
therefore mention the may with having a occasion of the
will - the upon failure would not be able to re-
do and the cost of rent - the house property and
the property in this resolution - that the cannot
be experienced without the husband in a civil
suit it has been shown before.
There can be no case where the wife, Private Collection, may join in the action. The case of action would not in the event of the husband, who is the true owner, have the same weight. It can only be to one who has been married to the wife, and the wife has certainly paid. The case in question is a case where the cause of action would not have arise. The case are there, where the heir of property of the wife are the means for the cause of action. For in the demand of damages it is none the real injury. And int- 3 the case not be joined - such case need no- one during case time the land's land being here, the cause be joined or not be applicable here. The property, in the mean time, bearing a clean. But - also if a bond or note be given to clearing the controversy - there may be joined in the action, but or not at the option of the husband. At the end 3-4 the elements when there is no land to be injured and 5-3 grain be destroyed a taken away the wife may 170. be joined and she is not obliged to be joined in the action - is of time and case marriage, and even conversion after marriage. "with the case of contract says Judge here, where the husband is dead. All hermitical to join the wife when he might have converted. seven above — are case center nor more it. The wife and the land is said in the 91. 251 that the land will not, 287
Barring these imply a pronuntiatio in the writ at the
her tenure are the mortatorium cause of
the right of action to be in such case that the
kind of band must run alone. The brethren
in authority shou'd prove that on an implied contract
for work done in the land the husband cannot
be sent in the wife. In the case of the 2d note under
the husband declared in a question wher
the wife could be joined in an action of
trespass, quasi clamor pacti in the land
voluntary. The decision of the question was this, as near
Setherlands declared when the nature of the in-
jurie. If the trespass 
affected the inconvenience
by doing damage to the house—destroying trees,
or plowing the soil—the wife be joined, then
such cases the action will move to have the
on the husband's cleat— & if the injury be
in the emblements— it would not be proper to
join the wife—for such cause of action would
not survive these yet the property being the
mortatorium cause of action, the husband
or heir elect in to joint be or not. In such cases we
find it said by the court in a case where a wrong
is wrong made & a lease covert in consideration
that the same cause might be brought & it further
107 that if the reason clear— such cause of action
would survive to the wife. This opinion —
Some modern decisions where Brine v. Reiter over
Cep. pany given "the wife during the con
sectsry not esthate of the Baron here— the
right is receive a writ to the wife. The
difficult to obtain the conveyance on which
which decisions are Principe for there are co
compunction—but that the property may the Chree
without the wife as recovery all the choice of the last
wife which accords during the evertment and
in the principal case. The husband was exclu-
ding is intiated to the recurrence of the wife. It is
true that by the courtesy of courts when there
is an express heir or a little wife the husband
may join the wife—but in such case it is not
because the wife has any the smaller interest
therein. In Duke Charles 399—there is a case of
an estate in reverse is granted to Barry fore
of the heirs of the Baron in re.- The Baron lost
an action in his own name as the tenant to
recover damages for not receiving the house
according to the covenant in his name. It
was objected that the suit ought I have been
in the name of both Barry fore- or both
had an existent there in—But the Court held
that it was not wrong—The words of the suit
are the action being permitted for damages only it might be
brought in his name alone—The judgment that the action
The husband and wife are held to the same responsibility when compared to the husband's role. If a battery is committed, both parties are liable. If a battery is committed by the husband, the wife, or if they act in concert, the battery is committed when committed. If the husband and wife join in a guilty act or commit the battery, the battery is committed when committed. If the husband and wife act in concert, the battery is committed when committed.

The jury should have a verdict of guilty or not guilty. The verdict of guilty or not guilty may be rendered. The jury should have a verdict of guilty or not guilty.

The jury will find the husband and wife not guilty. The jury will find the husband and wife guilty. The jury will find the husband and wife not guilty. The jury will find the husband and wife guilty.
in favor of the husband — the case by Private Relations the common law divorce the. In Rep. the defendant was in the State during the time — we have no law of the kind — it is in allowing the wife to divorce 20 the last section of the constitution. But the question may still arise whether this statute is in conformance with the common law or not. Where no right of the husband is infringed says Judge Neill the only馴ence of absence of the common law or not. Where no right of the husband is infringed says Judge Neill and in other cases there may have once been a law here. We have had several decrees from the supreme court in this state — there was a practice that the husband insisted the will with her it was thought to be good — afterward it came about that there was no signature of the husband. For present Lieutenant Governor — when he was judge of probate held that the will could be made & established the will. This was carried up to a special term of the Superior Court corrected (See Adams & Kellogg in 1855 & Judge Ellis' note in 488). The case was carried up to the supreme court of Errors by writ of Errors to the court held the will could be made so that the judgment of the court of Probate was affirmed & that the Superior Court reversed. Governor Huntington whom I consulted says Judge Neill or very accurate lawyer since that the wife could divorce. The Superior Court decided lately that the wife had the power of divorcing without unanimously.
Sometimes, after the Glareel was Private Relations
that desires of the wife are not good generally
and the reason because she shall not be allowed to
the house of the husband's goods. — It is clear that she
be excluded from the mode of dealing that at that
time were cases where she may make a will to sep-
provision, further since it is usual for the wife to
devise her dower ornament. — Here we have the theory
wife owning property in independent of her hus-
band — an, barah bennedy. - In the result
seem that the wife disfranchisement was that
the wife had not property at her disposal ex-
cept her husband's property — but the same objection
would apply to a poor man having no property.
There was however one theory of property anciently
called above ser cotton cession — taken at the time
of marriage by the wife in lieu of above 101
which was hers exclusively — the husband could
not alienate the same to anyone from her. This prop-
erty, we have it from the apostles, that Stafford
the wife may dispose of by will independently of
her husband — it being can be except that the other
in the case. The same doctrine is advanced by Es-
landrewi-a — who expresses in surprise that
the house of a married woman desire should
be constrained, every chaper or servitude property that
being in a way in the nature of a man-

Warrantime—married woman owned, by reason of the position which she is described to maintain, that the wife desires it against the consent of her husband. She authorities, go to prove that the husband is necessary when the husband is concerned. So it is more. The husband the wife at that time, alleged that custom, and personal property. And of late years the practice has been to give the wife separate property.

Rev. Del. Handsel, he expressly recurred over the doctrine that a married woman having separate personal estate, may devise it away. Lord Thurlow said that a wife cannot have separate personal, and that was as competent to devise, but as a common man.

And it has always been admitted to be law on equity. Nobody questions it. That when the wife is blind, possessed of separate personal property, she might devise it. And that the might devise her real property as well.

Or. as her personal property held separately was not for the statute. 8A Hen. II which created a alien

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205 for the statute. 8A Hen. II which created a alien

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216 — 2 Ve. 518—519th 770—1Vern 253—2 Ve. 100—75

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It appears that the husband had

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rendered incapable of deriving real or personal property, so that the husband could not remove the disability created by Stat. — the courts were procured to show that the husband's agreement had rendered the will of wife void. The court observed that all the cases were of wives of personal property, and that there could be no doubt but that, an husband could give his wife power to devise personal property — but not real, because the Stat. forbid it. It must be conclusive that the only law were created any disability in wife to devise any more than in any other person, and it did the will of the husband could no more remove a disability created by law law than one created by Stat. (Here? Words the aspect of the husband therefore is not necessary to give validity to the wife's will of her separate property.) It has been decided that if she of the wife makes a will of her separate property by the husband dies, then the will is good as it has chosen in action — no marital rights of this were affected.

The wife may, at issue of things held in right of another by will, without the consent of the husband, as is the be executor — she may make her will:
Baron's text - to the right of the divided device he
was real estate, before the will. And if the wife had
The same force of devising real estate as is shown
provided it was not with the consent of her husband.
81 If the will had surrendered her entire estate to the
then the will, if will of the latter made by her,
her husband, a devise of real estate occurring could be
by time covert and the husband dying before would
be void. The court in this case did not make
not that the wife was not a good wife, but under
the will, the wife could not devise real estate
by the same will, a married woman might devise both her real & personal estate. However
have occurred. It brings up the doctrine in moder-
the will of a married woman from devising. One case
man to be found where the court held that a time
Next may devise her land to her husband where
in the custom of the Manor, another case is to
be found in Bachelor Alienor. Ch. 18 where it was held
that a time covert might devise her land or
by custom land to work device to - but could not
devise them to her husband because the device
being in his favour it might be. De Private Relations of a man to have been done by co-action - but there seems no objection on the general ground of the old act even proceeding from a state of coverture.

In those of the states therefore where there is no state, disguised the married woman from doing what she has no right to do, it seems that a married woman may devise her separate real estate. The case of Hen. 7 (where the right to do is binding) our Legislature enacted a state similar to that of Hen. 8 - registering like that who may devise - but not like that making an exception as to some coverture. Why did I make an exception as to some coverture like the case of Hen. 7 (if there were intended to be excluded) - the word of the states are, all persons of the age of 18 years of right understanding and memory, whether excommunicated or otherwise (not otherwise legally incapable), may devise. This does not prohibit married women - but leaves it at common law or rather by the omnipresence of the exception implicit, a permission to devise.

It is laid down in some of the Elementary books that a marriage is a revocation of a will made by the wife when sole. This however is the law of the Elements, unless merely - it is the dicta of Judges who, with no decision warrant, the portion of a man's estate in a man's is entirely entitled to destroy the will.
Parent. Some - rather present to operation. The will, as if the wife dies first, it is not her a revocation. A common marriage having disinherited her personal estate by will. It is a revocation because her personal brother by all our laws the husband when marriage created her separate property. If there is no will except a will, only as the devisee or if the will disposes when it is said of the devisee of real estate. I do not ask whether says Judge howe that marriage is in all cases a revocation of a woman's will. It is necessary to be bare in order to give validity to the will that she be a testamentary real estate. And also at its commemoration in the letter. And the statute book. And the letter. Some have been held in the case of many. It is said that marriage was a coverture created by a will of real property made by the wife. Which till in some absolute like the same case. It is stated that the letter directs considered marriage by a form after terms of the will. The other judge added that the will was void. But it was because of the time of making of the will, instead of devoting real property by reason of the testamentary will did not revocation of his will. Also, devise her choses in action marriage die at the death of the husband. Each devisee is good.
take to the separate property of the wife. Private relations
a man can make a marital separate property. Both
by the law now existing. Property may be given
by a wife to a separate use by any body
and legal makes of conveyance as by deed,
in will, ... necessary & use the words
they separate & any other words the execution
therein are sufficient. Formerly it was the usual
device to give the property & to treat it in trust for her
she having the & sole legal title—the legal title being
in name another person. In such case she & may do
what she will with it & as if the husband,
had a general or trustee in absentia. The
trustee then has no control over it. The
executor is the estate or of his trust. This was the idea
at first, but later it is no uncommon thing to
the estate directly to her—her separate use
without the intervention of trustee, whereby the
was at first occasional and the effect of it is not at
of the executors. If a legate be given, it is
for her separate use & her receipt of it is a sufficient
charge of the execution. It has been made a
question whether trustees are necessary in the
case, and given to a separate use of the wife for
premise the executor of the estate from ex— & to
lending it by sale of the court & to
Vermont: that the husband and wife may take the
bank. The husband and wife to be their executors.

as not to be liable for creditors. That where the
wife's husband gave lands from whom she had
1000 acres etc. it was held not to be good as cred-
itors. Item: - Part them liable given by the husband
and there were held both the husband to be by the
her separate use. In case of a lack of agreement between the hus-
band and wife to settle land upon the other, the
separate - it is a separate use as between them.
and in the separate property of the wife die-
that is the separate property of the wife die-
able or any debt during coverture. - He is set-
for life that it is - the make of selling a soil is
that, by suit in Equity, an agreement to husband
wife, previous to marriage in more than one
by the marriage, of settlement made to a
woman before marriage of her estate title
separate use without the knowledge of her mar-
will not bind him. If husband bor-
the wife that if the wife sell her land
his wife have the assent - that he will
then leave her and that amount - that at that time
148 executor promise not binding when the
husband and if the husband would keep a
bond & a third person in trust towards
in performance of said promise - the husband
fraudulent of creditors.
The wife and her own Private Relations, and the property to receive the estate of the Husband from the deceased husband - as a mort-gage - the share having in the place of the mort with goods of the husband and the debt - provided the wife took a note-receipt or any other security to evidence an expectation that it was to be returned - and if the advance money is the sole, real, and the family - the said mortgage in the Code placed in evidence - the debt has been paid, there property she takes a receipt - she is not debtor.

The property to be used for the marriage - the settlement of the wife and the interest in the house by the wife, and the house was sold if no consideration - or the interest in the wife - at her death if the husband has to have her released if the contract said no. If the wife and in her separate property - and the house in which she lived - in the husband's name - one the second to the husband. If the deed be made, if the contract and need to be considered a present - why may not the husband's interest be considered in a similar context.

The wife may convey the trust in a personal marriage - and deliver the house - an (as) the said. The deed. 2943 - Jan. 24. 35
Warren's Law - "The law in respect to separate property...substantial who are sole - she may be left in her own name or name as the peace of a separate maintenance allowed to the wife.\n
As to settlement of an estate where there are several marriages of minors - if under twenty years the tenor rule is that a minor once reached in his contract, but in the case in a new will in testament. if male at the age of forty. minors are allowed to make the principal continuation of marriage - the husband shall be bound in this settlement of his wife - then being incident to the marriage's acceptance. The marriage is not valid. and shall be null and void. This conclusion does not arise from the fact that marriage settlements are made in some cases. If they are not binding on the parties they may be set aside to give the same evidence in regard to the marriage. It is on cases of minors that are not in evidence in evidence as a minor. Laiden. It is where the evidence is raised. and it is not good. in receiving a picture of a minor - she can much more than it as well as under the time of...the crime is done & a person the victim - the need not consent to a the consent of a witness. (Note: pagination appears to be incorrect, the text seems to be from a legal or historical manuscript.)
Barely legible text that appears to be discussing legal matters, specifically marriage and settlement.
The nature of laws and titles. Private relations are made more evident by a written form of trade than an actual conveyance— tho' it seems to be a genuine principle in equity that where an actual conveyance will serve one—a covenant & convey be invalidating in the same conveyance. Indeed & quid pro quo sometimes considers that it is done when once it is done. If the same therefore may equally convey—why may not the not covenant & convey. Perhaps in law the principle that one cannot convey without its natural examination. The freedom of will would be an object with them. And says Jastoracie I know no reason why the would not be found by necessity. I do we decree in one case in the state. Moreover I have not much confidence in the decision. And the judgment given to the mortgagor or the land so much money borrowed of the husband—she afterwards borrows more money. The land will not be redeemed till all is paid—the second is a hard case it, 41-40. It is—had the husband dies before redemption. He in personal estate after the death shall. 34/50 paid to exonerate the estate. She can volunteer claim, but she shall be served before the true volunteer. 187.

187
Baron's time - & the wife mortgages the land &
with the husband & her credit during the marriage
the wife's estate is enumered to hold it as the heir
bail the debt to raise
it to the local settlement of the wife - if the hus-
band has a settlement - the by marriage again
a settlement in the same place. But if the hus-
band has no settlement - the settlement of the
wife is where it was before marriage - if the
never had any settlement - it is the duty of the
Parish or town to provide for & maintain her-
& charge it over to the husband. The wife never-
loses her settlement by marriage, till the six-
years term another - if the never gains another without the
379 band runs away - the may require such & he
does settlement. In this, the wife by marriage
for not gain a new settlement - if the her former
has settlement - she will & be supported & decently con-
ducted & her former settlement will & be renewed & decently con-
ducted - yet union the determination of the con-
sort, there it remains - but the quality are & believe
the received ship in the state of that the
wife by marriage with her husband gains a
settlement with out - or at least after marrying
been commut with her husband one year
in her place of settlement.
By law, the marriage are to Private Relations, named the matrimony and association which the respective of their state are observed. At every that marriage not receive a consolatory because what only prohibited by a principle, but were of course by sufficient to be the rule a settlement. We have a whole, describing the mode of celebrating mar

riages, but they are not exact. In fact, and

will not integrate a similar to non-consent to it.

Long as land in it to the purpose of gaining a settlement a sufficient proof that there was a marriage according to law in that state we have a state by which one gains a settle-

ment by six years continuously — it being 

therefore or it's there's ease that one would en-

able the one gain a settle-

ment. However, one may call the will as for or against all of 

each other — this rule is now in principle better for 

determination of land and title. The relation of tenant and landlord. We shall only give the credit must be the complainant for 

it. It is sometimes said that the reason of a legal settlement cannot be effective or as each other because of there interest. — This may judge how the

final order of be the ground. — One side has no

interest hence, the law has no interest do not 

mean that we have no authority of action for he-

neapolis which may enhance the testimony.
Parent Time - the such interest never goes to the
complete - it must be a total and full
and that goes to the conclusion. The tone of
that rule is the determining of what the true
time quality of the real end - the rule can never
be of the rule - as in case of interlocking
mouse, for the rule - the law and the new
be should it exist - the court would not address
the interest which a court of the in the case
be, the adverse, that is to be considered - in here
it cannot be waived.

[Note 1] The English make the execution of the rule of
ordinance in the case of high treason. Here the rule
is called an act of the common law. The same
be point of consideration. The interest of the public in the
attentive execution of the act is to prevent the
prevention of the interest in the public. Whether
of this idea by the judge would be advantageous,
in the court or not is not lawful
and in the matter of a case, how long the
time as each other. When of the that time is
true or false. If the juries would be re-
ter, formed it is more one in a actually required
that the is in a mile other case or from great should
area - if the same is true, only may be read in the large
lands of the area.

When a husband is concerned, the const of idea
The doctrine of the husband will not only be a question of the case where the husband is the sole party to the action, but where there is a question of the rights of the wife. The doctrine of the husband will be of great importance in the determination of the rights of the wife in such cases. It is to be noted that the doctrine has been represented by some very eminent learned men who have written on this subject. It is to be noted that the doctrine has been adopted in the cases where the evidence is sufficient to support the doctrine. The doctrine is to be noted that the doctrine has been adopted in the cases where the evidence is sufficient to support the doctrine. The doctrine is to be noted that the doctrine has been adopted in the cases where the evidence is sufficient to support the doctrine.
it be not to reason of the testimony being against the wife — until it be seen that there is clear evidence that the wife was concerned or was where the husband or the wife was a party to the suit or prosecution. The doctrine of that case seems to be that a wife shall in no case give evidence tending to exculpate her husband — the consequence of that doctrine is that where the best evidence of the husband as a witness respecting a transaction to which his will was also a witness — is the husband's will conceived of it in a very different light by the court — from the husband & one which was favourable to the deed — for the deed cannot have the weight of the testimony, left the wife should see and understand the correctness of her husband.

It may happen as a battery in defence of his wife — a wife may do the same in defence of her husband. We are not to understand by this that is, that the wife of it should be such as to be a defence when it was in her own defence would not be that of the husband — would be extinguished in defence with her wife in battery — nothing more is to be understood by the rule than that an husband will be just as in committed such assault & battery on the wife would be just as
in committing any & let a woman. Private thoughts need to be in the book & the notes of attent-
ingen & being & when she would have & just do it. The husband should have said it to do the same. I might lead to & the same extent that to the wise might lead to in which a stranger could not do. If a stranger might indeed use her since she could on this end do the beating but could not yield because the cause of either. The husband is that the husband may do all that the wise may do in proportion to the one attempt is made. He might & require a woman. He may fill the breach in absence of other chapters. A man, his husband & that would be justifiable something. When a man finds another in the act of adultery with his wife which is the greatest possible injury yet the husband is not just because the physiological is to know & in their case the wife would not be just. Yet the man is a well regulated person. It can be suffered & enforce his own wrongs. It has been clear against that the husband's desire otherwise would be good. But, it is even settled. But that a donate cannot make a woman & live in peace is an & lady's right. It is difficult to conceive when such reception
is in the nature of a legacy, will, & intestacy until all the assets of the deceased.

Where of marriage, a woman who is executrix of administratrix or legatee before the death of the deceased, or administrator of the deceased, in such case finds the will & that the will was written by her consent or for a year or release either by him alone in good faith for the deceased's benefit.

27. Court that if a man, aged 80 years, or 80 years, is a heir in right of the wife as executrix, and should he survive the wife, the will be void. If the wife before marriage hold's and commits a clear intent, the husband having signed the will, the same is invalid. If the husband is dead when a will is made after marriage by the husband, and the wife and the wife's will be void for the death of the wife, unless the will is in writing, and the will is to be voided unless the judgment had been attained of the wife, the will is void. If the husband is dead when a will is made by the husband, and the wife is his heir, nothing further can be said for the judgment, unless the administrator finds the will, as one of his beneficiaries. The situation is the same even if the property of the
and in the case where there was no celebration of the marriage - there existed this great basis of the uncles of the state, who are entitled to name to the privilege of a marriage, if they agree to marry, that marriage, although they live together as man and wife - of giving no right of the same in property, of the mention made to the death, if not be entitled otherwise on any other basis.

Previous to the reformation, the marriage of any two men or women that entered into the hands of the clergy - carried to the select that marriage was a sacrament, the marriage of which ecclesiastics believed to be the adoption by the reformation. The adoption that marriage was a sacrament was considered by the reformation as not valid for marriage. And the clergy of the Church of England continued as the country to celebrate marriages. As a claim they would not be of the right of their clerical character - as they became the Church and received the theory of the sacrament. That being understood in that practice sanctioned by constant usage, it was considered to be a marriage of the land that a marriage could be legally celebrated only by those who were in the same position. It remained until the passage of the comm.
Barron v. Bidwell. It is not contended here that the
president of a church is disqualified to act as a minister
and administer a marriage. The fact that a man is
a minister should not disqualify a marriage in a
different county. The law is, in which he
lives, is the same that makes him a minister.
Would it be void? I would remark
that the very idea that a minister should be
authorized to a society where he is
an admitted minister— he can no more
rightly administer a marriage than a constable
in any other
man. There can be no doubt that the ex-
ample of the States of Geo. It has rendered
the marriage not celebrated in that State at
all. The same is true of the provisions of the law. The
marriages are valid, but the validity,
not the conduct of the parties concerned
has rendered them invalid. The nature
of the act, but such irregular conduct is not
agreed to infringe upon the validity of the mar-
riage. Until the court were informed the facts
of this matter, it can be decided whether it
the act was authorized. If it had not been
noted that any person could be illegally
celebrate a marriage. The mode of pledgi-
The Act of Settlement mentioned several cases which would cast light upon the subject. During the Commonwealth, the power of celebrating marriages was given to the justices of the peace, but they were the only officials whom the law recognized as having authority to marry. Yet, during the existence of the law, it was determined that a marriage celebrated by one in holy orders—like not a justice of the peace—did not have validity. After the restoration, the power of celebrating marriages was committed exclusively to the clergy of the Church of England. Yet we find the court of King's Bench issuing a prohibition to the spiritual court—because the validity of a marriage (and in the face of a separate congregation) was questioned in civil courts. To this we add that a marriage by a presbyter in a separate congregation who was a layman was recognized as valid. On the death of the husband, the wife and children were admitted to the distribution of the estate. If the marriage had been a marriage by a bishop in a separate congregation, the children could not have had a right to the estate of the deceased being bastards. So, too, we find that such a husband might be a man may sue and be
Baron & Gome - due to be before marriage - If the mar-
riage had been a nullity the law would not save
her husband. In debt on bond by husband & wife given
to the wife when sale - the debt pleaded that there
was no legal marriage - but it appeared on pleading
that there had been a marriage the not
according to law - it was held that the half-share
was recoverable. The same law was recognised in an
action of Battery by Husband & Wife for the Battery
of the wife - so also an action of trespass was
maintained for taking away such a wife.

We find also that a marriage by a Papist priest
was held valid & that in the strongest possible
case - the case was that a man had been mar-
rried by a Papist priest who by law had no au-
thority to marry - this person so married die-
ing the life of his wife married again. The
matter was brought before the ecclesiastical court
& the second marriage was disannulled when
the principle that the first marriage was val-
ied. The first marriage was annulled to keep
prosecuted before the local law court of criminal
jurisdiction for Bigamy & convicted. This case
545
judge have seems to me irresistible proof that
the law knew did not consider a marriage celebra
Private relations would be very in accordance with the extreme law.

There are some years ago a religious sect of people, set up as fanatic, who chose rather to be governed by their own laws, such as the dictates of their own conscience, than by any law prescribed by legislative authority. Regardless of our laws relating to marriages, they took to themselves wives without the authority prescribed by statute, and they were aware that they subjected themselves to penalties. Indeed they wanted to be prosecuted so that they might suffer for conscience sake. But few or none of them were ever prosecuted; they were left alone.

One day a Governor stationed was sitting by his fire-side with a wife in the room. One of these men came in and said, with a woman beside him, 'In the Governor's debt.' He had married this woman without the authority of any of your majesty's courts. The Governor turned round.
Said law, as it has been framed, in virtue of the Private Bill, relating to marriage - marriage can never legalize the offence committed unless we suppose that the object of the Bill was to give the clergyman the alternative — that he might marry without publication or consent, provided he would pay the penalty. — That was not the design of the statute. — Its manifest intention was to prevent the offence & in case it was committed after the fact. But suppressing the punishment of the offence could legalize the marriage where there is no publication or consent. It is therefore that the clause if it is proved would legalize a marriage by a person not married before — for although there is no penalty attached in the statute. & the breach of that is punishable, it does not disgrace the following regulation of a state & of the penal statute. For it is a marriage, & a marriage can be as much by the civil law.

Indeed when persons are able to contract marriage when they are fifteen or sixteen, when they are married at any age, to the marriage deterred when the par to like the agreement at the age of 18 in females & of 21 in males, as long as the privilege of the Holland is of the Holland, disagree with facts within one party to it does 34.
Current Time with the note- at the of greater age
with all the male is written 114 the female eleven
as the is of right all agree The marriage
place at 12 to all be have the same marriage state
in order that time 3 minutes.

A wife cannot be contracted until she has nine
years age - and the reason given why she can
be so done as at that tender age is a very one
- 

The case of a minor which not
recognized to an old - should be avoided
I will be a hazard. Throse never heard in the
state say the judge of any marriage where the
person married had not arrived at the age of
maturity I think it probable that therefore
what a marriage would never receive any
mention from one court - Such a contract I
approbated as good when the principle that it is
a contract against natural justice and contra

Law now

section unlawful marriage - And we the art
and line we are to learn in a way intermarry
ity That this marriage that we consider the
local law creates - shall in several in marriage
without the least one degree of kindness. But
that amount 8 a consideration - that a married
between the parties are to meet related to
the within the 1st of December for limited to
an a valid marriage – to the. Private Relations
all marriages forbidden by the laws of God
are invalid – the valid marriages considered
the state does not in rem – d that it is only
from the adjudications of courts that we can
learn what marriage are considered as forbidden
by the laws of God. But (that that
advice – the courts of law have determined)
and the marriages forbidden by that state.
are the following to wit – 1 a second marriage
where there has been a prior marriage & another
person who is then alive – 2 where there
have been a prior contract & 3 where there is
indiscretion – whenever a marriage is invalid
in reason of any of the causes mentioned they
are considered as hus in law & wife still divorced
except in the case of second marriage – where
there has been a prior marriage & another
person who is then alive. In this case the second
marriage is considered as absolutely null &
there is no necessity of a divorce & the parties
are not considered as husband & wife to all acts
relationship to one in this is as much considered
within the equitable degree as by contingencies
from a great variety of cases in which it has been
adjudged that the relationship was not the
equitable degree & that it was therefore
may
Marriage by consanguinity is made
when the line of descent or the line of
consanguinity are involved. That is, if the
civil line connecting to the civil line
the consanguinity does not go beyond the third
degree in both. This computation is made
by beginning with one of the parties counting
up in the consanguinity line— one for each ancestor
until you come to the common ancestor of
both parties then counting down the line
of the other party until you reach the
party. And if it is found that the common
degree does not exceed three— the parties may marry
as not being within the Levitical degree. Thus,
John Smith marries Emma— the daughter of
his brother Thomas— is the marriage valid?
In it by the rule laid down— from John to
the father— if it is one degree— Smith to
the common ancestor of John and Emma— then the rule of
John's grand mother Emma— counts down then
from Smith to Thomas— the father of Emma— which
is two degrees— and from Thomas to Emma which is
three degrees— of course the marriage is invalid— the
parties being in the third degree. Again if John
brides his uncle Thomas— but the uncle— brother
in law of Thomas— is the mother of Thomas— the marriage is
between uncle and niece— from
Private Relation

The husband in relation to all the kindred relations of the wife—so the wife in relation to all the kindred relations of the husband—are not related to the kindred relations of the wife—so that she might marry without being a sister to a child of the husband's wife.

A marriage with an illegitimate relation in the same degree, must be declared the presumption of a fornication.

The same vice—which recognises no relation but that which the illegitimate bears to any person besides his own wife.

I apprehend, that the contract is not now considered as rendering a marriage valid. In case of impotency it must be such as to make the party a widower, and a marriage rendered invalid, not that which by accident—natural or by reason of an illness—arose after marriage.
Bareme Time. That marriage may be dissolved by a sentence of divorce in the spiritual court
While the divorce is not a case of animosity matrimonii
of which the issue are bastards, lasts, or aliens the
like law considers such marriage as good, until
there is a sentence of divorce. Yet the divorce
laws have a provision, that when sentence is rendered
null the marriage is considered as void a little
after the sentence of divorce—The marriage ceased as of
the date it was unheaded. It will be remembered
that whenever a divorce is a simule matrimonii
of some cause which existed prior to the mar-
riage.
The spiritual court may also dissolve
causes of impotency to the marriage
is the divorce in such causes is only a notice
of there. This operates to separate husband
and wife, but does not dissolve the marriage of
ceed and the parties afterward divorce can not
merry, whilst both parties are living. Neither
does it deprive the husband of any marital right
and respect her property. He is entitled to use,
and not the real property and if a decease
was to happen to it or if it belonged to him. They have
285 however, that when a husband has attempted
It is a term to denote which private relation
he had in right of and as the foundation, and in an
intercourse. The causes or under a plea or
complaint may be obtained or violated,
fruity in a well-grounded social body
of the. The and the right of property in the
other's body and concern the husband and the
44-64
which is called her to the
alimony and in such cases the case main its
suit as the husband. In all cases of divorce
amounts to the time are not determined.
when alimony is given to a divorcee, it it
does not affect existing--but the husband
intermarriage in the. Divorce annulled the
lodges. 

For the cause admitting and the
right, the right of the husband, etc. and respect
property exclusive of what is acquired by the
personal services of the wife. The shall be in
the house or else--which is divorced a marriage, he
is not entitled to administration of her lands,
entire non a distributary there thereof.

the ratifying the matrimonial court cannot
denominated a permanent cause to marriagemost
this can something be done by an act of Par-
liament.

The law respecting divorce in the Taliban
form a very different system from the Eng. system.
Barely time the former error that state of
fixed with force, difference in our evidence
a fraudulent contract - collectible - a rightful
abuse in three parts - in total impossibility
insurmountable. Eleven clear instances
in the last case however it has been held
that it was not necessary that a divorce could
be had - to entitle the party formerly (per
the law, proceeding on the ground that the
tenant was not heard of for seven years. Read
the construction of the term fraudulent
contract - has by definition, the last seven
years been restricted to a certain named
term which had one the pleading, fraud or
meanth with the cause of a divorce for imbecility
which is nowhere mentioned as a cause of
divorce in one state. The practice of the super-
ners was to file their decision was not dif-
ferent from this - true indeed they granted
divorce for imbecility on the ground of mad-
ness, they also granted divorce for imbecility
on the ground of fraud - but they also granted
divorce where the fraud was such as would
invalidate other contracts. Certainly it is nothing
more was meant by the term fraudulent intent
than imbecility - it is a very necessary extension
of course that precise definition of these mean-
affixed to the term in locality. Private relations of the legislative branch to conserve the same idea by the terms which they ordinarily in use. For instance, take the image of a natural provision if it be surrounded in justice the contract which protects ordinary matters should be treated as one; when obtained by fraudulent practice—like that secured in contract; the most important that can be entered into to obtain equitable when obtained by most fraudulent practice. If man by the foolish trust go into his temple the property of his neighbor he is a contract that has it obtained. If it not only renders the contract valid for in many instances is a felony. The common sense of man and must be all of the idea that when a man by the same abominable fraud obtained the person of an amiable woman and as property—that the idea would protect such contract I give it the same essence as void obtained. The truth is—a contract which is obtained by fraud is in point of law no contract. The idea that one of existence whatever resemblance a contract there might have been a marriage appeared without a contract but mere to deceive a wife. There can no more remain transactions a marriage appeared to have
Barring Force—than one procured by deceit and
violence—the consent is or totally wanting
in the view of the law in the former and the
latter case. The true point of light in which
the case is viewed I apprehend is that the
marriage without contract—by it is necessary I have arrived at the court—since the
marriage has been celebrated—that all con-
cerned may be apprised that such marriage
is in effect—when the same principle that
Chancery decrees contracts unbroken; absence
said. All the apprehension is that in created
in the minds of conscientious men—of the
illegality of separating husband and wife are
dispersed; if the view is correct—in the people
wore husband and wife—two essential ingredient
to the contract is wanting—by consent.
Whether a marriage res. terminated which
there was obtained by deceit or of the same was void
55-2 is not that been the neglect of very discordant
mutual opinion. It is difficult to conceive why a con-
tract entered into the most important that
can be entered into should be valid when
obtained by deceit—when all other contracts
obtained by cherefs are void. The authorities
tell us also that a marriage by an idiot is valid
and signifies a reason why it should be so true
in India, even to near Private Relations, and is not bound to all other contracts to which he consents. He is bound only in such that he is bound by the contract evidence which is the bond of their contract of marriage.

In the case of adultery, it may be proper to remark that in the adultery known to the law, as it is understood in the spiritual courts in Eng. which are not
necessary for a divorce which in countries where a married person has illicit commerce with any person, it is not material, whether the person with whom the offence is committed is single or married - which is a more extensive offence than adultery punished by law (times called Connecticut Adultery) which does not punish the offence of illicit commerce as adultery unless committed by or with a married woman. When a divorce takes place, for this offence - the wife is in the death of the husband entitled to her divorce if the husband be in the living party, and the divorce is vincula matrimonii. The issue are not British. In Eng. it has been held that in case of a divorce, the vincula matrimonii which precedes when the ground that there never was no marriage if the husband
Caring for the welfare of the wife, the law provides that if the marriage is solemnized and all the property which he received with the exception of the property that belongs to the wife, and if the property has been conveyed by the husband to the wife, the rights of such property are not affected.

In the case of three years of absence under one law, it has been held that if a husband turns his wife out of doors, so as to prevent her from living with him, that this is not a willful absence on her part, but that it is on his. In all the cases in which the supreme court can divorce, the divorce is annulment matrimonii, and in none of them is the issue bastardized. The court when they divorce, on account of the fault of the husband, has power to assign to the wife forever part of the husband's estate, not exceeding one third, whether it is real or personal property. This is done when personal property is assigned by making out a schedule of the property specifically, the court decree that such particular articles shall belong to the wife, or that the decree vests in the wife an indestructible property in such articles. If the husband's estate is in mourning, there can be no
Specific assignments—The court, Private Relations
must ascertain the amount of property in the best
manner they can. Then, declare that the hus-
bond shall pay the wife such a sum that he shall
keep him under a bond, which bond shall
be recovered in the circuit court and
is not liable to be released by any decree in ban-
cers. If sufficient personal property is not
found, the court assigns some particular
piece or piece of real property belonging to
the husband by meter and boundry which as-
signment vests a certain title of such lands
in the wife, which in no way affects the right
of dower in the innocent wife. In the case
of adultery, the court gives the wife her main-
tenance during the life of her husband, if the
latter is expressly allowed to her by law.

Marriages within the Levitical degree are
prohibited by the law, and rendered absolutely void
the issue of such marriages are illegitimate
without the intervention of a divorce. A divorce is never had in such a case.—The law
having in express terms rendered it impos-
sible that persons related within the Levit-
iclal degree should intermarry, there is one
exception made by the law. The husband may
marry the sister of his deceased wife.
Darwin, 1815 - whatever may other care for a di-
more than those before mentioned exist it
application to be made to the legislature &
it is an uncommon thing to divorce for bre-
etty & a well grounded fear of life limb or
some great bodily hurt. The legislative
divorce animo matrimonii & animadver-
they judge most proper - they also when they
deem it proper allow the wife alimony.
John W. Goddard —

In a private letter, the author of the manuscript mentioned a gentleman who was said never to have changed his sentiments or his dress, even in great public ceremonies by abandoning his usual black coat without being deemed out of place in the stated form; in which he was accustomed to retain the two clothes in a plain black suit with the straight white in his various official duties. The shoes fastened with strings instead of buckles.

See Roland compared to him. Stephens, formed Revolution Vol. XXI
Master & Servant

Every one may be deemed the one under
the personal authority of another. A master is one who executes his personal
authority over another. It is the term to constitute a servitude, and the meaning of the
term that the authority be personal. Jurisdiction over another is not servitude.
And this authority is in general by another by common
acquaintance to the master. The servant or by some
one in the name of the servant, legally authorized, may
be servant. There are also Rules known to the
law. Servants are under common law. The
servant be licensed. The common law is,
introduced by the state.

As to Slaves - If some be much doubted whether
one of the free be licensed. Laborer - when the
man is by law authorized to be licensed.
Laborer is licensed by the state and must be
then under the principles of natural law - con
law - or the local law in the state. A free
is not licensed by the state. The two principles, Natural Law
of the law of nature and the law of states - the common
law is the state. From this it may be seen.

-
Matter-element. It is possible upon which the law of political associations and economic conditions is based. In the natural law—first law of the right is to amend the rules of the order to create a common—so with the right of contractive slavery or the remedy for a case. This is a kind of negative first right. Those are positive slavery when the ground of natural law—say that an act is a right to kill an enemy and that the right is without a reason. It is founded when necessary—when. The right of self-defense—when there is an enemy or a public—self-defense is only with the question of, will in such case, according to the well-established practice of the modern civilized world can in no manner be esti-
mated. They may lawfully be imprisoned or re-
strained their escape; but they cannot be killed. It is a case grounded upon which slavery is at
termed; the equitable by natural law—right of contract. That contract cannot be a ground of
strict slavery, if one can give another an ad-
Private Relations.

If one take a liberty without reason in

that it cannot be for good—no man can

ability to take away the natural existence

in another, because this involves an ob-

lication on his part. If not intimate com-

munication, it would be the same as relining

a rural agency or vice versa. An absolute sale

must always give rise when another ground

that goes to violation may be received by a

slave to the master is not one indible. Thus, the

negative does not the slave own the property. In

the absolute, it cannot be remedied and

that is not the case. It is nothing more than

an illusory admittance. As the true owner

is paramount in the slavery. Upon what natural

is based upon the slave. The two become, and

that the slave will be, the slave to the free

slave the existence of the free. The law will never

be an unjust slavery, no admit the idea to

the purpose is indeed a justifiable slavery. I talk

to be of the free men and so there that slavery or

not be free under natural law. You can

be intimated a little more any irresponsible title that

questions. It have—may the time the create subject.
Mistress Servant: upon landing at Sea is free as to his right of personal service to personal liberty & private property as long as he stays there. The local laws of those countries cannot be enforced in Eng. There did indeed formerly exist in Eng. a species of slavery called Tollemage. This however was not absolute slavery. The word Tollemage was used as synonymous with his lordship's name in the time of King John. It did not mean a complete slave as in modern language an ophractic term. Tollemage however was abolished at the revocation of the same about the 12th cent. Then there were but two Tollemages in the whole kingdom. It seems that in the reign of Queen Elizabeth there was 507 a person in the character of Tollemage hardly known. But there is now no species of slavery in England.

But has Slavery been legalized in Connecticut of one kind? I understand they do forbid that it has been - I am aware however that Judge Webbe is of a very different opinion. He is so much opposed to the practice on the ground of natural justice that he is unwilling to acknowledge that our laws very trenchantly declare that slavery has been granted.
Condition of the Quakers. Quakers believe that the slave trade is wrong and that slavery itself is wrong. Quakers advocate for the abolition of slavery and for the freedom of all people. They believe that every person is created in the image of God and should be treated with respect and dignity. Quakers work towards the end of slavery through individual action and through their religious communities.
Master's Account - a rare way will be provided to the master of the ship, to act upon the case in the southern states. It was brought in the state where the master being married, the case was held in the court, where the master was married. The master, having brought his action on the case, the evidence mastered, was telling him, &c. The master, however, had the matter, the master, the act agreed, &c., &c. He had to have his own decision in the court, in deciding a compromise, had the master, that he ought not to have separated his hand's wife by telling one, &c., with the act in marriage. The master clung to the case, since this case a man's theory has arisen in regard to marriage, the case is a case married with the consent of his wife, the master was able to take his evidence, the master voluntary, attending all the rights of the master of the slave, by impressing them on the court, a court that is appointed, &c. These duty, there. This is no analogy, &c., she can choose a minor child, when marriage with consent is emancipated, &c. He is no longer the master of his latter, he cannot, however, control a school, &c., for necessaries, or the master, &c. He assigns no new duties of new rights. There is one rule of the law, which is to be thus, &c., &c.
private relation should be emancipated when married with consent of the charter. If a villain of the female sex could not be emancipated by marrying a villain,—but it is thus observed, if she had married a villain with consent of the law, it is a fact that we have slaves in Scotland that children born of slaves are slaves. The question may arise whether an illegitimate child can be a slave by birth. Independently of the usage in the courts of justice such a child could not be a slave. This precise question would arise, if we have a man of color living in this there is no statute. But suppose it were an illegitimate child, what are the conditions of the child? Conception of the father or of the mother? The question always was in determinative wise in the villain—whether the villain was a villain or freeman. If an illegitimate child, it is in his how no relation; if it is mulatto, lighter. If the law does not recognize any such relation, a future child when the child is illegitimate.
Justice demands, that, in relation to the
slave, the latter's condition; so far as
dependent on the master, be regulated
by the law. The law, it is said, should
be the same in all cases, whether
the master be a slaveholder, or an
innocent owner of property. This
is, in fact, the case in all the
slaveholding states. In both
these instances, the law
protects the slaveholder's
interests. It is, therefore,
important to consider the
influence of the master's
determination. The master is the one
to make it distinct whether the slave is free or
not, and the master's decision is final. The
slave is not always
entitled to the protection
of the law, and his rights
are limited by the will of
the master.
The law of apprenticeship - the common and private - both require a period of service. The reason for this is not only because the service is usually bound to the master in the future - as a necessary condition - but also because the master is not only required to provide the necessary training but also to maintain the apprentice. 

I have never seen any reason cited why such a service should not be binding. 

Any other agreement creating a right or duty must be given in writing, and more than any other contract. Any other agreement creating a right must be given in writing, unless the law states otherwise. The law states otherwise, unless the law states otherwise. It would not suffice to be avoided without this written instrument.
No further text is visible in the image.
children and apprentices being duly apprenticed and the same being properly entered in the register of the apprenticeship, and the parents or guardians of the children or apprentices giving their consent thereto, the register must be signed by the master or mistress of the children or apprentices. The register must be kept by the master or mistress and must be open for inspection by the registrar at all times during the apprenticeship. The master or mistress must also give a bond for the payment of the apprenticeship fees and must indemnify the registrar against any loss or damage.
Matters concern Mount. It is said in the Lords that the oath of office does not receive effect, it do not mean that no person receive wages with a special contract. The fact is that, as all

of course, even in right of wages, the

The master stipulates to have wages is in born 1427.

The Stat. 5 Eliz., provides, that men that may find themselves by their own contract, in a different helpe, but according to the con tract. The action but when that, they are not 1794. What is upon these covenant. The only effect of the Stat. is to make him liable as long as the relation of master and servant continues, defective for doing to long the master are subject to the statute and for the benefit of that relation, but the doings.

The full time he is paid, the contract the master and joined unto him in the service re the rule therefore as the minor servants, facility in his covenant remains, the time and family. But if the master or guardian joins with the minor in the indenture, such master or guardian is bound by the covenant of that the minor shall serve as an apprentice. But the apprentice himself is not liable. We have no such state as that of the 5 Eliz. And if that state, introduced a new rule it is not here, but if it is an assurance of the indenture, says the Parliamentary and inclined to them. But in the
it is not so viewed in Eng. it may. Private relations be viewed as law here. The master is bound to provide necessaries to his apprentice unless otherwise agreed and being in loco parentis he is bound to protect him. Hence a prisoner in the service is good cause for the apprentice to leave for the service of another master. These he must have whether he is adjudicated to the master or not, unless he is adjudicated not to have them. A minute is a good plea in law if the servant is sued for a good cause of action as the master not the covenant.

It is often laid down in the books that an apprentice cannot be discharged otherwise than by deed. This rule however requires qualification. It is true, therefore, that he cannot be discharged by contract express or implied by deed but in the case of personal service both the servant is discharged; that too without deed of the master. However it still liable on the covenant. Being?

The meaning of the rule is that the servant cannot be discharged by agreement any other way than by deed - for the maxim of the law is eo igne iniuriam. But the contract may be violated - the apprentice discharged otherwise than by the deed, the indenture may be cancelled by both parties or one may deliver all his indenture to the other.

This will destroy the contract on the latter's part and also it was settled in the case of Seymour & Harris that...
in the matter. The said Priscilla Relation
action several years she went out $2 the fall
fell to have the matter well and the daily was
said or in the instant for. One who had mede
himself to them to be the latter & a matter 555
may be calling the case to him & not they I see
other. By the north of London however a 12, 525
and since appear it. If allowed it in a
question writer between the mnx it happen
relative. The indications & the notice they agne
agree to make in & arbitrament & the 24th
March amount that the matter fall again-the 12h
award is roll until the opposite consent
the agreement. And this may it not only the
enforcement of the advantage & the improvement &
such document of a question & the same as it have
between the defenser & the party & the strength of
the rule of law that the matter cannot always 126
was intended otherwise to the advantage. The defen
capitulation & one of the matter. But it on each &
distinguish the defensor & the advantage which are
the service & the defenser & the matter. He acquire
a statement. Whether the point figure it is to acquire &
come from Gottfried the original matter. He acquire
self statement. & main the general bite is to acquire &
Master & servant. When the master hath by his own act or
the master himself a separate property from the
servant, he is not liable on the master's behalf. And hence it
has been held that the serv
ace has no right to send his apprentice abroad
for the purpose of improving in his trade
or profession or trade, under the terms of the
agreement in the indenture, allowing it or
the nature of the employment requires it.

1645 It is expected that the master, in the course
of his only by going abroad—then is the nature of the
employment. But where the apprentice went
what is the lad's trade?—because the advantage was
not thought to be better then. The master was led
by the words of the covenant—then the nature of the
letter business did not require it, no need the in
indenture allows it.

1692 The execution of the master after the death of the
master, of course, the apprentice and
holder, holds the apprenticeship adverse. The master
or servant, same reason that the master can hold the
shop. But it has been once held that the execution
is bound by the covenant. But it begins to trace
first, or elsewhere & is the same as the covenant of the ter-
mination. And however else since been cleared, he did
whether the execution to the master is bound to her
own clothes & diet is a question not yet decided.
accord fears to the executor of the master's estate, and the executor is bound to deliver the
tenant to the master, but not to teach him any trade. The reason is that the
master seems to have been included in the contract, but not to have been
promised in the contract. The consideration which made the master promise the tenant, even
with him in all necessities, was understood to be the service of the apprentices - but as has been
before said, the execution cannot be void. The tenure - nor that any benefit of it - per
comes from the contract of the master to the tenant, nor from the contract of the master to the
master and without consideration - the consideration was necessary - the consideration
of the necessities being. I suppose that the ground of the rule is that
the covenant are independent of each other
the master's agreement about the covenant. I am the
masters' agreement in consideration of a
not the apprentices' agreement to the tenant is the
consideration of necessity - the court and the
rules that these apprentices are independent of each other,
but the performance to one party, need not be a
conferred in a declaration in order to make the tenant liable to
the recovery of the other parties. The master's agreement
have been wanted otherwise occurring to the declarant.
Master & Servant. It makes no difference as to the
dictation of the executor whether to be expressly
mentioned in the indenture or not—it be
tle and the same.
of premium is often given to the indenture be-
side the service of the indenture. If the man
the dies before the term expires it is evident
that the executor ought to receive a part of the
premium or to which necessary part res-
ervation in the case however is in Eng. a sub-
ject of equitable jurisdiction court of cases
will not decide a restoration unless provided
in the indenture. In some
case there is no doubt where the service of an-
corn from the indenture &r
servant. The master in the indenture was
not restored when a restoration in case of the death
servant. The master there was a tenor— Dove the latter
job after a restoration of more than was
not a restoration in the latter sense. The end
of the term caused his apprenticeship to be broken
the dies non returnis—the master may keep
them liable to retain a satisfactory bond of the
by premium. It has been said that if the mas-
the indenture bond with the apprentice may be
bought by the master.
To the court of common pleas, private plaints are authorized to be made not only of acts of
violence, but also of contracts or omissions. In the latter case, the
plaintiff is entitled to sue for the
amount of the damages sustained. The right of action arises from the
act of the defendant, and is not
limited to cases where the act is
wrongful. In such cases, the plaintif
is entitled to damages in addition to the
amount of the damages sustained.

When an apprentice is engaged for a limited time, while he is an apprentice, and
while he is in the service of the master, he is not
entitled to sue for breach of contract.

The master, if he receives money, is entitled to sue
for the amount of the money received, and for
any other damages caused by the
master. The master and the servant are both
entitled to damages without the master being
liable for the time of the completion of the
apprenticeship. Section 416

If it is otherwise with the master, he may
be liable for damages if the
service is not rendered in the
manner agreed upon. If the
master does not render the services agreed upon,
the whole time of the apprenticeship is lost
and action may be had against the
servant. If the employer is
Matters perhaps need a little more thought and care. In the
related, practical sense of the term. It is not
50. the many other reasons in other accounts
material from the original source. It is not in
other facts that matter the same. It is in the
scrutiny of those matters that it is seen.

In this, of course, we must consider the
principle of justice, but also the
considerations of right. In this way,
we must consider the basis of the
principle, the foundation upon which
it is built. In this, of course, we must
consider the importance of the
principle, the foundation upon which
it is built. In this, of course, we must
consider the importance of the
principle, the foundation upon which
it is built.
Mental tennis -- are a mind because there is a life in motion which wants a goal. As when a man is at work, the mind is engaged in some form of thought. The muscles of the mind are the muscles of the soul, and the thoughts are the muscles of the soul. The mind is the arena where the soul battles with the soul of another.

The rule says: I can only speak for my own mind; advice is experienced differently by others. By the rule I live like a minded person; I cannot judge the action of another person, nor the action of a mind. I see, however, that as the most are either before or at the end of the book, without a capstan, nor even the least. This is one rule.

At this day laborers -- say, if I could I know no such rule applicable to them exclusively. There
Upon receiving notice, the trustee must sell the personal property within 6 months after the date of the order of the court, and upon the sale of the property, the trustee shall pay the principal and interest on the mortgage, if any, and then distribute the proceeds to the beneficiaries of the trust, in accordance with the trust agreement. If the beneficiaries cannot agree on the division of the proceeds, the trustee shall distribute them in the order of their priorities as specified in the trust agreement.
Master servant—when goods not in actual possession. A construction so as to make a mere right of the owner create no right to the
bought goods are sent to B at Liverpool, or the
state of B at Manchester, the state at B. B cannot
hold them as his, as if the principal or by the
factor, for the former may countervail them
with, while in this hypothesis, & the latter may re-
cover them in tracing as being constructive in
the hypothesis. But while the goods remain in the
15th hypothesis, the factor has no lien, & cannot re-
claim them in receivers thereof, as if it the principal. For
he does not become a pledge in the absence, the factor
will be the actual hypothis.

Where the authority given by a power of attorney, & of the
reasonably no will not be liable to languish, provided
the factor either. Nothing more unconstitutional than the unreasonable increase of that authority.
And if the instructions are explicit & peremptory, as if such exorbitant prices, & of such a price. The factor, give a price, & fix the price
there, 

\[\text{Total: } \text{buy a lot quantity, the principal may also claim the purchase from the goods when the} \]

\[\text{factor, or if the price at which bought a does not exceed in the instructions. The factor takes for} \]

\[\text{the loss will act when the factor. Then the principal,} \]

A Factor has no right to alienate the goods of his principal—His business is to sell and pay out of the proceeds. If he sells, he remains the owner of the goods. The principal may claim them if the buyer refuses to accept them. If he fails to tender the balance due to him, the principal may have treble the balance. If the balance is tendered, no tender need be made. If the balance is not tendered, the tender must be made to the Factor if any. They can be due from the principal because the Factor is not sure of his power—a right of adverse possession away from the principal himself. But the Factor may buy and sell the goods of his principal under his own name. There is no necessity for the Factor to know whether the tender is to be to the Factor or to the principal. If he is not the owner, he can do it in his own name. If he is the owner, he can do it in the name of the principal. If the Factor is the owner, he can do it in the name of the principal. If the Factor is the owner, he can do it in the name of the principal. If the Factor is the owner, he can do it in the name of the principal. If the Factor is the owner, he can do it in the name of the principal. If the Factor is the owner, he can do it in the name of the principal.
An attorney who executes an instrument on the behalf of another person should do so in the name of the principal and not in his own name. The execution of the power of attorney in the principal's name would be a breach of trust. The signature should be that of the principal (or his attorney) for the benefit of the party to whom the instrument is addressed. The signature of Mr. W. B. by D. in his attorney (or C. D. for C. B.) for Mr. B. which appears to be valid cannot be indisputably shown to be principal by any deed executed by agent — unless his authority to so act is clear. I do not know what all should or understand the reasons for this rule. The agent may at any time be authorized by his principal to execute an instrument in his name or at a mere verbal authority.
Master-Servant — That he may bind his principal
as if a slave promised. — Suppose the agent sells
an horse which he may do by virtue of asserted
authority — I make out a deed of sale which
is unnecessary — will not this bind the principal
com. a. If the rule be construed strictly it cannot.
A letter of power that is not the counterfeit with another rule
8. 1-5 c. That is, if he in the presence or in the actual
be is to sign such an instrument — with his name he
does it in the presence — it is bound to it — I does
not in the case sign it as attorney — the instrument
does not import a signing by attorney — it is the
same as if it is signed by himself. — The principal
sometimes makes a mark — his name is affixed
and by another. But where of what are is the mark if he tells
another to write his name.

152. An agent for the public acting in a public or pri-
ate capacity — has in contracting, etc. the same
as if made personally on such contract. The loan
144. of, the Exchequer in Aug. is never liable to re-
152. command of any loan — the public. — The
are not liable personally for contracts con-
vented by me in the name of agent. The point has been
Branch
decided in the limited other — is a case as. Doe the
456. is a written to another of his. He took a lease of
a house from a woman for the War department.
the lease contained covenants to observe relations
usual — but it appeared on the face of the lease
that it was for the use of Government — the
written by him in illegible characters —
the fees each in the Court of Chancery to
vindicate my suit. The solicitor of the rent in
which had the land been. The Lease covenanted that
a debt of a committee or execution or at
means can be learned to have the debt bonds
such debt be intrusted. The Tenant shall stipulate to
sell by the name of service & the creditor to
sure it & the Court will the boisterous demand for
court shall judge it reasonable. When an ad
heal at writing made by the fees for an assignment
in force — the court will not back above the
original cause of action & to make such assign
action effective. It must appear that the will
was taken from his hands & available as well as that
if upon inquiring into the original cause of
when the claim does not effectuate. Moreover
assignment will not be ordered. Moreover the
assignment is made by the swill himself to some
trustee and the tenant & in all cases of
assignment — it is in a determinate period of time
till the time of payment, estimated by the court until
stamps is the right of the tenant. It is a choice
of the arbitrator. They are bound to order the court,
Master's Service and Employment in Service Age

The terms of age are very variable. Due diligence usually equals the value of every applicant
case for selecting applicants. They take into consideration the age of the tenant - his state of
health - his domestic relations - his character
reputation in the neighborhood and among his neighbors &
among the numerous applications, how well?
with, in my knowledge I recall only one ex-
ample where the application was effective:
where the letter is much indebted. Others an
application in service may entitle or bring
satisfaction to their death & therefore there is
a reasonable cause for requiring a formal
But when an agreement is made it cannot
are to be made to a man or his heirs because
the authority of the master to assign the heir as-
signed - in personal - is inconsistent with their power and
with confidence. And for the same reason he cannot
be assigned home with exceptions authorizing major
or assign. They can do to the several class of
Servant under the law. For instance - if the ten
rules applicable to each class exclusive
and there are rules applicable to masters, servants
Generally.

While the master is bound (as third persons) by the acts of
his servant (where he cannot take advantage of their acts)
The general principle that lies at the heart of private relations is that those acting under the power of authority must be mindful of the rights and interests of others. The authority vested in an entity, such as a"..."
Master servant, for him in this name—it is in
an express command, let all servant act in
to the horse & himself. Let them, by
one, if you please, it is an express form, if
the contract is made at the servant's will or
shall it be presented at the expense of the
servant or at his expense? To what, then, com
mand a clerk to, permission to sign, or a clerk of a
store. Purchase a name or tell space. In either
these cases, the contract may be declared on an
place, signed precisely at. The master himself,
and, in fact, actually made the contract without the
intervention of a servant. There is no need of
that, and, therefore, the servant in fact: If a ser
vant acts in behalf of another master or in his own
name, the master may sue the landlord, and recover, &
act as the landlord were the acting the master.
If the servant is recked of his master, for chan-
ty—the master may sue the servant. When
the state of the clerk—is the master in absent
at the time of the hiring?—either the master
or the servant may sue the landlord, but not
both—since the reason why the servant may
the clerk is, because he is liable, and the
master. If not be there a man, and as that
the servant shall o. The master is, if you
Master Servant: The Master or by dollor's name to me, the lieu of the lieu. If the money of the matter be secured by the servant by any illegal contract - the money recovered in the same manner as if it were recovered in the matter itself. All of the means by the matter terminates money - these being no fraud or illegality in the contract - the matter can not receive it, but the Receiver has to do with it.

All these properly taken the ground that the matter has not been divested of its money by the manner of fraudulent will, in any manner, at all.

Take it - but it is under the means that the money is recovered.

Take the money - the Receiver has no right to recover it.

It is the Receiver - the Receiver in possession.

Absence or the matter - the Receiver hereafter the Receiver.

Arrival of the Receiver - the Receiver - the Receiver in possession.

The Receiver - the Receiver - the Receiver.

Can know the write to 1851 an additional of this reason or not spoken to, because he made a note. In this rule 1834 it would seem to me very practicable.

The reason assigned is because he never does. As this rule 1834 it would seem to me very practicable. Secured, being, I feel better satisfied with the rule through the reason assigned to me. The rule involves whatever.
Master & servant—thus is the matter with the duty to imprison another—but not into a room directs the servant to lock the door—or enter the window, not knowing of the act impending. Bac, on most—the servant is not liable—he being the involuntary instrument of the master's vengeance & does an act which we trust is involuntary. And suppose the act done by the servant is on itself unlawful or accompanied with want of due accord, force—then the servant is liable whether he knew the act to be wrong or not. Thus suppose a command to the servant to cut down an orange tree—the servant does not know that it belongs to B—he is liable under the laws of trespass & does not regard the intention but the injury he has no interest in the abstract to cut the tree or another. And the locking of the master's door is lawful in the abstract.

Those acts of the servant not done by the command of the master expressly or implied are not regularly done since the acts of the master. When therefore the servant acts without the master's command either expressly or implied & not in the due charge of any act done by or research with the use of the employer in general under the master's instruction, the partner is liable.
The act of the servant in such case. Private relations are not the act of the master. Hence the
question is not in the. Thus, if the servant shall leave his work in the field—goes to beat an egg
hen—the servant is not the master's liability. To the battery, it was done by no act of his, but
mandated as the case in hand. If done by Act.
no public act, ownership because it was not of
the done in discharge of the master's business any other
more than if it had been done otherwise, and so
so if it is, the servant without such direction or the
time into a contract not in discharge. The
other master's business. But if in such case,
the master's other acts, agents, &c. The contract
it is binding upon him—there is no exception.
Yet again, see, because it is now the master's
personal coontract. It has been recently decided
and in Eng. that if the servant while acting only in the performance of his master's besi
due, commits a willful injury, then another
the master is not liable. The case was—
the servant negligently drove his master's carriage
against that of another. The action was brought
as the master & his wife, heirs, etc. &c. It
the reason why the master is not liable in that.

The act done in manner, furnishing or surrounding
the matter hereof. When the case was
Master & servants. was first decided it was a novel doctrine 263. to hold that a master's servant was responsible for the servant's acts. If the master reckoned that the servant was acting in the master's service, then he was responsible. To commit an injury when another took negli

cence or wanted skill, the master was liable. If a servant in want of skill on a carriage - or careless in other head [else]. The case when he goes to - has another carriage 

which he will the persons - or his servants - but he is not the insurer against the boatman.

442 of the servants are his own voluntary act. the servant’s hurt by another carriage thrown from his master’s carriage. a widely stone with much mechanical force as to injure the carriage or any person in it. All anyone can show that the servant immoral or the law does not advise the injury. If you can the case be distinguished from no accident the matter.
Maste[d]e[l]lant- In the servant's negligent driv-
ing his master's cart as aforesaid and the
court of assizes held 

the proper action is not trothap or at arms.

It was in this case that the court three [sic] out
the action by a bill of [illegible]

First part of the 4th case the defendant
has become a tenant to

this was an action of trespass to

as the matter for the tenant article [illegible]

his carri[e]ge as another and the court

held that no action at all arises on this case

to as the matter- since let reason here re-
t勘re what be before case as a reason

lager in the action as the action in the 4th. It is a little remarkable [illegible] made to

these directions have all correctly. There

3rd case no action at all would rise on

the matter because the act was done by the

tenant wilfully. In the second case the mat-
ter was have but the term of action was not

ated it the case- it should have been treated

on the case. In the 1st case the action

was right b[ut] the reasons given were wrong.

In the two last cases the reason as well

as the decisions were wr[ight], where the mas-
ter in liable for a trespassory committed by

his servant not by command the request a case.
when the interest or the neglect of private relations, of the personal case will of course be the
reason. And in neither case can the man-
test be taken for a breach of the peace; in either case by implication or omission alone, but he cannot be subjected
immediately to legal constraint. The abs-
tentional or the omission alone yet was not intended so
as to make the master liable on principle to
the man as in relation with contract equity. But
in the master is liable on the same as the
unlawful omission to be breach of the peace — but
he is not the criminal act as has been pro-
ved therefore he is not liable in trespass for
the act of his servant. The action not done by
the command of the master; the act of
his servant. To the servant of the master; and the master;
I, the servant sent the thing of the master which latter
sentenced by his negligence injuries in trespass
as the original master is liable — as well as the
servant who does the injury — the case was 1st. of
man empleado to injure in him — of empleado, 2nd.
and to the empleado of the empleado of who can only
determined the cause of another — the action was all
brought in; the master is not answered. I doubt
say the friend whether the impossibility of the case
is unfavourable. Because that the case is too angry an

Master of a vessel was the first, in which the prin-

ciple was advanced. I do not take upon me to say all I could desire that the doctrine on the law of the principles, their incidence, and the ease, to no action will lie as the master need take

for a servant. Nor have I ever actually explored the

two those points. But suppose the chief action to have raised is founded on an absolute principle, it will show that the doctrine of service also explored the horn provides is liable.

It has been already asserted that the master

shall not liable for the wrongful tort of his serv-

ant. English law, however, recognizes the

given the rule applies to those cases alone where the

264-4 same principle of contract between the master

able & the parties involved (ie) where the master in

force of contract is a stranger to the facts that

involves. Hence no case of the kind is founded

of, but the cases will support the rule, in which

a blacksmith, the servant—on showing a horse

willfully dam' him— the blacksmith will be

cite on the ground of the implied contract with his, that the horse should be alone with him, as I

with a fisher. The servant spoils a servant willfully, if it is a

satisfaction, if by the master's mistake a fish is

dead well—then the fisher's part. The master, in each the
Matter of Agreement. The first practice is liable to an
on account. It not liable to any action to recover
losses there in his office - it not would be obtained to an
invalid, the insured party may have an action
based on inadequate description of the property. The
This was added, the insured liable to the master,
depends on the act of the servant.

72. And the liberty of the master having been
abolic the servant requires a particular consideration.

29. It is a general rule that the master is bound to the
master's contracts made in him by his servant whenever
the latter act within the scope of his authority.

38. The secured to him by the master, although the
authority may be either general or special. - or
72. This is not confined to any individual contract but
531 which extends to contracts generally. - And all con-
tracts of a certain kind of description - as where
a tenant is employed to purchase necessity
in a family - or a clerk in a store whose employ-
ment extends the making of all contracts in the
course of business - or the sale of goods fabrication
dominated. - These are termed general authorities.

But an authority may be still more general, as
where one is employed to make all sorts of contracts
for him. So special authority in one which is limited
one or more individual contracts or transactions.
As if one were to another to buy. Private relations
from a party or a servant of either one. It
expresses authority to contract, requiring no de-
legation - it is merely an authority expressly
given. A general authority may be implied from
the master as oral or written practice, or
where one is known to a steward or patron in
general - it is not inconsistent in the merchant
selling and necessary to prove a particular ac-
tivity. Knowledge, actually delegated, is a steward,
but the authority is general & implied from his
practice in business or when the credit of the master
or special authority may also be implied - though I
find it hard to name an exception - there is a servant to
make a contract in the presence of his master. I saw
lately, for the master; the master knowing it, I
did not protest - his silence & acquiescence are
interpreted as an implied authority to make
the contract - in the maxim qui non prohibet
omnia prohibere posit inlit.

In the matter was made it, that the always bade
him to account for his purchase with money to
me in the past & never to make him a trade in any
of the goods - the master, I will bound & answer for me.
but this trade is the reason why the credit is the 25th
month of the trade articles were good for - because, though
the trade had not been in habit of taking up good contracts
Middle 1815 of the present volume, the notations in the previous volume, former, in the reverse ordal and marginal, upon the page, not to notice. In 1816 the case being on the several volumes, with the comb, particular men chart as in the case may have her to make it. But in general of the concurrence with which certain books are written, there is a article for the master, such articles come of the master or scholar use. the master is liable, the power, had he given the command before. His power such articles constitute into an absolute subject, which such a rent is in the object, article the contract absolute. That suppose the master has given his servant no general authority, either express or implied - but in a particular case, give his servant money & buy certain articles. The servant embarks the money & purchases the article upon trust for the master - which article let say afterward come to $500. The master use, the master 23. the suffering they are laid up. the master's death, liable for loss. in diminution which remains in 23. settled in the house & about which there written 2 1/2 usual dwell - but it seems there was still left 760 that there a decisive already established notion sufficient to decide the point. I suppose that the master in such case is not liable. In the other cases where articles come to the master, see above.
proceed upon the ground of an 'Private Relation' grant subsequent by the master his
the article is considered an 'implied contract' in the former case - but in the present case the
master is, whether ignorant of the treaty, & how can a man aks what he is ignorant of
he does not know the existence of such an express
only contract - & the law can never suppose that he can abstain from it. The fault lies, however,
the trader - even if the matter be the master did not intend to give the servant credit
the merchant, but the merchant was so
innocent as to trust him & the general is that of two innocent parties mutual trust
the act of assistance - the dogs ought to fail when
man who trusted the rogue.
but the a man has given a trust to the servant by permitting such servant to trade in his
name - he may discharge himself from liab
future liability - by forbidding such merchant
from trusting the servant on his account
of the credit of the servant have been public
he may discharge himself by advertisement
and the master cannot countermand the serv
contract authority to contract by any thing known
any thing between the master & servant you will
its contract made afterwards
the master be discharged from liability by a declaration
Mr. Jedidiah Smith, of the relation of master and servant, when such dissolution be actually known to the merchant and the servant, the master shall not have the same be a matter of public notoriety or common reputation. And the master shall have the rule in such cases, that the prohibition not to trust on the notoriety of the dissolution shall not be as public as the credit before given to the servant. If a servant in making a particular contract as selling goods, makes a warranty, and the quality of such property the master is bound by that warranty unless the master shall expressly restrain him from making the warranty.

If an agent is bound where the servant in making a contract of warranty, act within the scope of a general authority, even an express restrictive instruction, not made public or not made known to the purchaser will not exonerate the master, etc. But if the master had expressly prohibited the servant from making a warranty, then the whole warranty will not be liable, etc. It is to be noted that it is the difference to the merchant who knows not whether the servant is authorized to make a warranty or not, whether the servant of one having a livable stable, where ordinaire beasts from time to time warrant horses, warrant a horse to be sound, etc. as the whole company of the
master see a master must be told the rule first of all because he attended to the rule or gave no authority - the purchaser had no right to remove that the servant had authority to remove - still notwithstanding any private restriction unknown to the purchaser but suppose one be authorized to sell a horse cliche not with an express restriction not to warrant &c. if there is no particular site the purchaser has no right to believe the servant had authority to warrant - he may perhaps infer from her being in contact with the horse that he had a right to sell but not to warrant him as such - hence the servant being in fact in authority to sell the purchaser cannot even hold the horse up the master - the purchaser takes the horse when himself &c. &c. or he takes it in the office or the servant's right of warranty by no action will lie as the matter in such case. This rule says the person is involved in the soundest sense if not reason. It appears that a very leading case in Brooks v. Carter &c. there was a question of authority. The case was of 14th of December of counterfeit jewels and to the court of Barbary for the purpose of selling it to the king of one of the Barbary powers - to put it into the hands of a broker living in Barbary because it was more likely.
Matt. 17 Ver. 14. Where acc. to the King. Ed. 3 the
whole was sold to the King and delivered to the
executor. &c. &c. It is, however, a matter of
consideration whether or not it was held that the
plaintiff action would not lie because it did not ex-
pressly command the defendant to warrant the
horse. But according to the rule before laid down, he
who in such a case would have been liable for the
horse, not expressly prohibited the servant from warranty.
Another case is where a bond is taken in the name of
the bond, subject equally questionable. Let it be laid down as
a rule that if the master directs his servant that
the horse as a public thing, to his loss, the rule becomes
obligatory upon a particular individual—the master.
If the horse is sold the goods of the master and not the goods
of the master. The master is liable.
The servant himself is not regularly liable
for contracts made in his name, but the
servant caused, such as, it was this himself, he the owner
and the whole, the dominion, he does not act in the cap-
acity, or servant, but in his own right, independent.
For this reason it is a servant, act a horse &
...contracting in the true name of the master, the warrant will be at the servant, and the servant is a servant makes a contract in the name of the master when he has no authority, no matter what the master expects or intends to make such contract by which the master himself is not bound, the servant must be personally liable. The master is not liable by the mere written or oral order, can be a step in the wrong if he is the master, the servant is liable for some one must be liable when one is known to contract without authority, he may be bound. And it may have been allowed that anyone who acts for another under his authority is to continue the act, the servant for the master, this is a rule, the master, the law, the contract, the master, the party, the person, reason of his infancy. One suit, has introduced a new rule in the party. To provide that any person under the government of a master, parent or guardian, who is another that the servant is allowed to contract for himself, the servant does not contract for himself, the parent, guardian, whatever shall be bound by such contract. Such contracts as as the contract are according to the decision...
What do you want of the late George Brown? He is an able and honest man. He has been a successful merchant in the West Indies and works hard. He has a large estate in the West Indies and is a respected member of the West Indian community.

The West Indian merchants are well-organized and work hard. They have a strong sense of community and work together to maintain their business. The West Indian merchants are known for their hard work and are respected by their peers.
In matters of such nature or private deliberation

the matter is not to be brought up to the triumvirate. Those acts which are not done or not done in the whims of the majority, as determined by the majority, are not binding upon the matter. If the

veto is not binding upon the matter, a law of the majority is to be followed. The acts which are not binding upon the matter are those acts which are done by the matter. If the matter is not done in the whims of the majority, those acts which are not binding upon the matter are those acts which are done by the

matter. If the acts which are not done in the whims of the majority, those acts which are done by the matter. If the acts which are not binding upon the matter are those acts which are done by the matter.
Mistakes: Servant - If the servant in the performance of his master's business does an injury to his master's will, the master as well as the servant is liable to the party injured, provided the latter action in which the servant was engaged was not founded upon any contract express or implied, between the parties. Thus, (324) if the servant drives a carriage in the service of his master's orders, if negligent while driving injures the carriage of another, the servant as well as the master is liable to the rule 254 is the same as it were done with ignorance or want of skill. Every servant committing a trespass, harm is liable, not only to his master but to the person he 5304 acts - the law of the ship does not regard the intent when the action is done by his master's servant immediately injuring. Thus, if the servant drives his master's carriage as the servant of another - whether willing or not. The master is liable - if it is of the same as another vehicle or to a man in the master's interests through a negligent act of the transaction in which the servant was engaged at the time of the injury, it commenced when a contract express or implied between the master and the injured party. Someone may be said that the master only is liable if the servant was acting...
The not very well defined and rather private relations were, part of the rule (111) that the defendant, not liable for damage in the house, is not liable for any damage in the house because the defendant did not have the right to enter the house. The defendant, by virtue of his Boslough, was not liable. The injured party has no right to claim damages except as to the injury consisting in the breach of the implied contract, that the house was well. The priority of contracts, but not torts, is the question. The defendant can be no party to the contract. Hence, I thought that the master alone is liable. The rule, however, there is one exception of the reason of it, to wit, the rule is justly recognized. It was laid at Dower Hall.

The master of a house is liable as well as the owner. The trespasser for any damage occasioned by the earth, negligence of the master is the tort. See the following case. The owner and trespasser are often cited in the foreign countries. The master has both. E. & E. 111.
Master and Servant - The master in the case of an officer of the same class as a tenant, and he is not to make a mistake and
Thus far the liability of the tenant in cases of negligence ignorance, and the like.
But if the tenant commits a wilful tort he is liable in all cases, the party injured even if the transaction was founded on a contract betwen the master and the party injured. Thus if the servant of a blacksmith, who keeps a horse, or anyone - the wilful act is not in the performance of his master's business - it is indepenent of such business - an act of his own - to a man, he is having a horse - he drives a novel into the centre of the horse's toe - the same scheme which he is driven - it is as much the act of the servant as if he had driven it with the horse's toe - or that the horse with a kick - or cut him with a knife.
A action to recover is pleaded, and received (if it is) which will not lie as a revenue officer, or as an officer of the government against another with a similar office act - the receiver of the government to take himself. So, if an action will lie between a revenue officer and any other officer for money of which he is entitled to have, and which he does not - in his own official capacity, and
Master servant — in their relations, the master is
the owner, whereas the servant is the servant of
the master. But no action will lie upon the master
for a breach of the master's duties unless some
damage accrues to the master or servant con-
sidered. Thus, if the master directs his servant to break
off his tent, and the servant does any other act,
there is more innocence in all manner of master and
servant to be added. No legal injury is done — the act
may be lawful subject to a contract of employment. But
if the tenant disobeys a neglect to perform an
order, breach of warranty of the master & the latter far
more any damage by consequence — recovering may
more be had at the command. But the rule in the
case is where there is a neglect of duty by the
master, & the tenant following & all damage in
writing to the master — it is enforced to recover.

As if by attorney neglect the acts of his agent
of him & he is liable on the implied contract
to render the same of accounting what is
beyond negligence & neglect the services — the gen-
eral rule is that the servant is liable to recover
for negligence & idleness. And regular
method for strength or skill — hence the servant
is not liable for acts occasioned by want of
skill or strength, for to execute the command
of the master may require more skill or strength.
Master's servant - the servant will be excused, in all actions to losses occasioned by the master.

accident, and lightning, etc.

and the servant is liable to the master for any act immediately injurious to the master.

in general the servant is liable to the master, where the master has been subjected to an injury to a third person occasioned by the negligence of the servant. If the master's conduct of the servant has subjected the master to an injury to a third person occasioned by the negligence of the servant, the servant is liable to the master. This rule however hard, does not apply where the master is not actually a party to the wrong done, but is only an agent in the sense they are paid tort-servants, for in that case, each tort-servant is liable, for the whole tort, and one tort-servant cannot maintain an action as its co-tort-servant. For his tort, the master is liable to the damage recovered. This is a rule of law, & in malfeasance non action.

The master's authority over his servant -

The master has by law a right to chastise his servant for any breach of rules, whether as for disobedience, negligence or all manner of
This right of the maste is not. Private threathenings may more than a right necessary to maintaine Law and good order. But no lesser person. He is the prince in peace. Law and good order. The practice of administering justice can only be large without domestic government. All civil government without good order will. The right of domestic government grows in the practice of the state. If the state were not a right in substance. He must have a right to enuine the command by reasonable correction. If this right of correction does not exist he is remedied. So as there is no necessary damage. The more of obedience or action can be maintained. That the correction to be justifiable must be reasonable. To must in some measure be consistent with the manner as to the severity of the correction. For he is not allowed to challenge in all cases danger of death. The punishment of death may be inflicted. However courts will not in such case lend an ear to the complaint. If a report the matter would be suspect and merely because one or two individuals think the punishment too severe. No bond ever will be sought to be elected by the people. The witnesses of their kind. On principle of law. People with an influence are held in fear. No want is to add to domestic discord. They will always
Masters should take due consideration that

industrial relations may be maintained

these facts are seldom recommended by the

preference. The same rules apply to school

masters, they may correct moderately.

But these general rules cannot possibly be very

strictly enforced. It is well known it seems

somewhat remarkable that the elementary

writers should have written such a rule with

out discriminating between the several classes

of servants. This cannot apply to the latter as

there is a difference between the several classes

of servants. It would indeed be very extraordinary

for a housekeeper to whip his master or land

and make himself still to be a better whipper

in law, such a thing was not more tolerated

under the colonists of right. No man can credit

in doing that the right of correction and not ex

cepted between the latter class of servant or the

land and the laborer. Where it would I doubt

whether the master may. The right of correction

is certainly not practiced in the colonies. I

have no idea that these people. This right any

more than the employee of a laborer as a black

smith, the laborer did not receive a part of

the master's family, so that there can be no neces

sity to enforce in administering domestic govern

ment. I do not believe that it would be necessary.
Paper and ink are not to private relations
the rules relating to the matter of a person's
actions extend only to those persons what
along with them. I consider this to be an
matter more than a branch of the general
right & administrative branch to government
arrest. If the year there is a crime committed
as a part of the family may come within the
rule — But it is not the understanding that
all actions of the family are within the rule
such as ideas. By rule the matter as a right &
utter his ideas about a moral law side. 
the same, but that the matter is a right & correct — As for this,
be a bear, bear, to me age, age thing. If he's
apprentice. He send these have a right &
deserve. However, the other consider, third, this
cannot extend & moral remnant.
The correction as before observed is the rea-
sonable — hence it is said the matter cannot
result in a non-action. A distinction is made in the
between a wrong — a battery. — From here,
it is a battery — but every other it is a matter. So the
reason in ideas mean some liberation — or the
may occasion a continuation — when done by the
matter is deemed more than reason it is no
reasonable. Hence in acting the matter
that the servant, at the time he was driven away, did not receive the cord, he should be freed the same, & then a further man be appointed to take his place of all residence, & if the slave be genuine, when the master is in the country, he is to be driven & used as he used to be & kept as he used to be. When the master is to be absent, for a certain time, he is to be known that the residence of the slave is the same as before. No slave shall be employed. Those, all being male, who shall be used, the master can make absolute authority & a man to lay office to support & see more than he can do, & more still for his service. Such authority is founded on what general trust.

The master has correction of his servants. If any to kill him, he will be guilty of murder. If any murder, manslaughter, or Murder, according to the circumstances of the case, see Art. 2d. There, being 15, & 25, the term of man in certain cases as will be shown by Art. 16. He will pitch himself in the matter, & then act in Art. 16, since it is the matter, it is a rule that the servant, who cannot arrive an order given by a slave, is not bound by it, only if in Art. 16, a slave arrives an order given by a slave, is not bound by it, only if a slave arrives an order given by a slave, is not bound by it.
Master & servant - In a servant's breach of any
other duty the master can maintain an action
delay in the battery-in-the-mind. The
employer is
not in any work in the matter - the servant
in the sense. He is not to an injury & the rule
of the law & the law of service the master has en
the right of action - here there are two distinct wrongs
38 - or injuries - both arising out of one breach in
the battery - loss of service can & must enjoin
the surround - nor can the battery hence be considered
true to the master. Hence a recovery by one
28 & done due to one action by the other. The master
able in the action more state deemed the master - the
in the ground on the action - for the breach is
able the act of the action - without the
decision of the action is determinable - loss of service must be
actually
true to be, insured or the action to occur.

29 or minor child is a person without the right
of a child as the case may be. As minor that
is of course a servant of its father. As the master
is bound to support & educate his child so don't
right & his service while a minor. If then the
minor child has been beaten he may recover
for loss of service not in the ground of the rela-
tion of the rent child - but on another ground.
If, per se in this principle a parent or one standing in loco
child the renter may have an action for declaration &
daughter - the necessary rule, but the relation of the new owner led that it might not, indeed, be found must be alleged as the ground of the action - but the injury, to mean, the only real encumbrance. The action in question brought to maintain as the sole service of merely nominal - was the service be of an English law, daughter is entitled to no court, Partial, granted. But it is enough that she lives in the sense of the proper to the service - the ground that the action arose from the relation of a tenant. The, the real ground of its being arises from the relation of Parent to child.

I am led to another remark in such a manner that the tenant does not have remedy. So if his remedy is in itself, the offence - The doctrine that, if the murder of the victim does not occur, or, or, or, in the offence. - It being a civil and the offence, but the person on or property are not, what are suffering of the insured party? There is no

the doctrine applicable to property, legally, in the reason

cause were reversed. This being the reason is, at the same time it is reasonable to conclude that in this state, where the offender's property is not wanted, a civil remedy remains to the injured

themselves. - because means.

prove are less
Master & Surgeon. In a lawsuit commenced to recover the whole expense incurred in exposing the patient to improper treatment so that the patient later sues the surgeon for malpractice by reason of such treatment, the master may have his action per quod term is against amount as the surgeon. But when the surgeon is no more liable than that of the injury is occasioned by the negligence or unskilliness of the surgeon, the master may have his action at law. The rule as stated is that the willfully injured - the term willfully wronged. This should be used if the mistake intended or intended was a negligence, or want of skill. Even here in U.S. May clinic is well settled. I think the action will not be in favor of the master. It doubtless would be, but the surgeon himself may have his action. It's in the case of the surgeon, but if it were not held in his own name, the same as a master would. He brings - he himself being the patient. This is one of those cases, where one may be quite entitled with remission.

1337. In the case of enticement or retaining of someone the master or person that is entering or retaining a person in his service at a recovery that attaches to some person retained. An action as the stranger, or that of the master to retain. The master shall not have additional evidence that whether a recovery merely without satisfaction.
s. the question in a question in a question in an action. The question in the question in the question in an action in
an action. The question in an action in an action in an action. The question in an action in an action. The question in
an action. The question in a question in a question in an action.

But the present question is different from either of these. The tenant and the lessor were joint ventors obliges muti. In tort actions - the tenant is liable when contract - if the tenant is wrought on the case - however, they could have implied to think that a recovery as the tenant will have the action up the action where there is no satisfaction. A tenant cannot be denied that the tenant participates in the wrong but voluntarily going away. I still think it doubtful whether a recovery merely as the lessee will have the action as the contract will damage of the contract as the breach of contract. The tenant is not? It could seem it being the
that damage in breach of contract would remain the same.
Master servant — the consideration it would be real-
nable to impose a recovery on the trustee
would not fix the action on the servant. And
no more than nominal damages would be harm-
lessly recovered — this being a matter of due & in-
fringement.

And this may also into which the master & servant may justi-
fy in each other defence — at comm. Law it is an of-
which is called maintenance or one of & against
or the in maintaining an action — but a
like service may also be for his maintenance. A service
who may also justify or battery in a case of his
the matter where the matter himself could
is a justification of service. Battery — every individual may
be to prevent an breach of the peace. And
a servant when his master is assaulted may do
more, he may hurt him in the course of his
matter & justify any battery which the master
would have been justified in committings. But
a servant cannot justify a battery in defence
of his master, son or daughter or tenant.

And he is addressed a stranger — therefore comput
as a stranger present & acting. The issue
he does not stand in the relation of servant &
there. The servant may perhaps justify a bat-
tery in defence of his master or lie — but
Parent & Child

It is to be presumed that the title of "Parent & Child" is an
incoherent and unclear reference. The text is difficult to
read due to the handwriting and inksmears. The text appears to be
written in the 19th century, but the specific content is not clear due
to the condition of the page.
Parole claims—according to some of the most respectable
men, it is the law of nature to keep the parole of one.

It is a maxim in the administration of criminal
cases that an innocent man must be convicted in the
same way his own innocence must be determined.

The parole itself, as before, must be a certitude of
the party concerned. The justice must be

The clause relates the fact to a Private Declaration because it authorizes the judge to receive, on the evidence of any part or cause as has thereafter been produced or made to the court, but this is not with respect to the particular case at all. The case of the line 14 is a moral one, and is a distinct case from the one in which the material distinction is made. So it means that the are more legally to be considered as the one named by the other not to be distinguished. And then any precise rule, and this will be of

the case. But should we not indicate the statute as such as is certainly 21-c

be enforced at all. These in facts are such that the state may be considered the act named. 18-24 But if the state, prohibits an offence not punishable unless continued at compartment conflict a certain time punishment without creating an offence to the diminished at least one under this state, unless otherwise mentioned. Therefore the reason given is that the punishment is little collateral to the offence. This is not sufficient unless the force of the court is secure of the same time. The leaning solution will not alter the level of understanding of infants to be corrected by mere reputation. Indeed the law or Infantia are liable to false or lie in

way—they are liable according to any age condition.
Parent & Child — Because the law in regarding civil
injuries does not at all regard the intent with
which the act was committed;—criminal law re
dards the intention—hence in cases civil in-
juries the enquiry is not whether the hurt-causer
intended any injury—nor whether he intended
to whether he did the hurt. — The intention may
serve to exculpate or extenuate the damage. — There is no
instance in the books in which an infant only
commissioned an act, whatever may be its
degree of culpability —

It was not contended that the action did not lie
There is a distinction in principle between a
public & private wrong. It is wholly ex nega
the idea of justice that a person should be
harmless in an offence where there is no will
intend to commit it. But in the case of an
injury it is always equitable that the party
injured should have a compensation. — Do it
with a maxim in law as well as in equity that where
one of two innocent persons must suffer by an
act it shall rather be the forswearing cause. It
has been adjudged that an infant of discretion
liable in an action, and an infant then
newly has been inferred that one under seventeen can
be liable — this inference is illogical. Also, then
no care in which an infant under 15 can
be sued. Surely an infant is liable than
action of the Doe whenever he is. In view of this, it is clear that a "mandatory action" is one that must be done because of the nature of the privilege, as it respects 129 contract, would be destroyed or at least abridged. It is not made it is that it may be enforced in a court of law, unless it is a general rule that he cannot require to be enforceable. It is the 130th opinion of [redacted] that the court will not be able to enforce the rule that the contract is not valid. The rule is not that the contract is not enforceable, but that the contract is not valid. The privilages of infants are only made to secure them from unreasonable conduct. The law never could intend that the voluntary maxim should be extended, and it made the case of a justice and to then that a contract be issued. Some of the cases it is said that an infant is only the able to these that is which are estimated with a degree of violence. This cannot be correct because it is subject to an ancient statute where there is an experience of violence in any principle accordant to 1862 distinction be avoided. All the cases go when the 1862 ground is not worthy of the rule that an infant 226 facts to enforce. It is claimed that to reason above disapproved the rule. The reason was the brief 1862 closing evidence were given a considerable. Not even it had the latter part, that an infant would coo
Parent's Child—liable in an action according to contract of assumpsit, not in an action for
breach of warranty. Where the cause of action arises ex
necessitate, contract of the landlord on the death of the
lessor, contract of the landlord on the death of the
contract. Where an infant when he is in law, would take upon
himself a trade, and act as a being of age as an
infant, though it be done by the advice of a
foster father. Where an infant might be said to have
acted upon his own wrong, this cannot be done
without his consent. When, it is agreed, that in some cases a
child will decree a contract to be good against an infant,
express the inconvenience of the fraud. This is
where the infant, as in other cases, will never
hold an interest. In other cases, it is indifferent
whether, because it would be acting in his own
interests. If it be, it is not a mistake of fact, nor is it
the mistake of the hands of the infant, but in his
interests and in the interest of the infant. By The Court. Where an infant may
be liable.
be an executor at any age even an infant child may be appointed & the act is inapplicable
until 18 yrs. old. The act also provides that in case of an administrator during the
administration term, evidence of a new will must be presented & if there are executors,
the will of the testator is to be attached to the administration & is to be read in open
session of the court. An executor should also seek instructions from the court to
prepare the will for probate & file it in the probate court. Executors should also
be aware that they are required to file a bond with the court & that the bond must be
in place at the time of appointment.

51

The general law provides that a minor may marry at the age of 16 with parental consent.
In some jurisdictions, the age of marriage may be different.

52

However, in certain cases, minors may marry with parental consent. The law provides
that a minor may marry if the parents or legal guardian give consent. Minor marriages
may be voidable if the minor was under 16 at the time of marriage. In some states, the
age of majority is 18.

53


to the act. Under the act, a minor may marry without parental consent if the minor
is over 16 years of age or if the minor has parental consent. In some cases, the
minor may marry with parental consent.

54


to the contract being at

55


Parent, while in accordance with the English law, a fe-
obligation may be determined at seven years of age.

30. This case arises in cases where a minor, by contract, is led to believe that the estate to which he is to take
paper to minerals may be lost or cannot be made at law in
powers. It is an idea of manhood, promise & marriage.

30. The age at which minors may dispose of personal
wealth, by will is 14, & that of females 12, by common
law. But in the State the age is determined by reason
of the property, & not of the person. 12-219 abnormally, by will it is fixed at 21 in both cases.

21. The day preceding the twenty-first anniversary of
birth in which a man is said to be of full age. The
same shall make no difference. At least, the day of the
birth of the person being once included cannot be again. And
emancipation makes no difference. Whether it be born in the
mother or other part of the state.

21-25. With regard to contracts, it is a general rule that
the person known under the age of 21 years can make
valid or voidable. But in a contract, be
21-25, 998 between an infant and an adult. The contract may
be, if not voidable, voidable, but the adult it is true,
then, unless the contract is actually at a time on the estate
the infant. So that of the infant once in the con-
tract, the adult cannot plead the existence of property
21-35. The contract. 1162. 25-96. 248. 675. 51
165. 592-2 2. Strange 937-8. 5 alone 248.
It is otherwise with contracts into which infant is made - in it being absolutely void - the question of the infant it involves no consideration and is not against the public interest. It must therefore be void and both parties - the consideration in a legal majority of the infant is not fraud - and there

3 seem to be well settled that in the infant's contract the consideration is those to bind him and afterwards what

the consideration moving to him and afterwards what is a lease not entire is not fraud - and there is the lease does not as a present or gift. It was then however been disputed whether in the case and as a

of trust would not lie where the consideration was is specific - or in debt to an absolute where蒙古 gey was paid - as an account of the infant - paid. The 118 books do not warrant the opinion that either how these actions would lie. The it is a general rule 595 that infants are not liable for their contracts 118 but the contract for necessaries are always binding 166 and upon them. These necessaries consist of food, lodging, clothing, bedding, medicine and instruction and such other 204 or things as are necessary to keep the infant 358 in health. These articles in order and number 58 the contract binding upon him must be necessary, at the time of the purchase. The situation 588 and rank of the infant must be taken into consideration is determining whether they are 388 clear or not - and in all cases when the clause
Parent and child of infancy in law is a matter of
right, fact to the jury to determine whether the act
was done before or after marriage, the law in its
repi-
entation may allege generally that they were
married and conclude the case. Where it was
shown to be the matter of fact the jury would have to decide the
last. Specious, what were the things the furnished. The
in-
ference that then was the same power present in the same
manor liable for goods purchased for their wife
or children up to marriage. The law in the law
laws allows him to make the matrimonial contract of
remarriage - it gives him to instantiate the acces-
ory and consequential force of binding himself for
other whatever is necessary to contribute to the health
and comfort and convenience of the family. So also he
bound by the contracts of his wife precisely as and
ult would have been of this even where he would not
have been bound had he made the contract himself.
So it be true that an infant may bind himself for
necessaries - yet if he have a parent guardian or mas-
ter if this parent guardian or master does actually
provide all necessaries - still the contract binds.
From what has been said it follows that an infant
can bind himself in necessaries - first when he has
no parent guardian or master - secondly, when
having such parent guardian or master they are
null
Parent & Child. An infant cannot bind himself by a
bilateral bond. **This is because the consideration is
in money.** The infant may be bound by a
negotiable note where actually
negotiated or a discharge of money
not actually nego-
mated – or a note not negotiable in the infant may
bind himself provided the consideration be nego-
thiated. The infant is not bound by an
account stated (ie an account liquidated and
stated) by the party from whose hands the debt is due to an action of
Trespass. An verbal commitment is insufficient for a
Second without showing that the articles were not
specified, but for this rule there can be no hard@n@n
general rule
imposing that the parties in the subject re-
mitting that no inquiry can be made into the con-
consideration the infant cannot bind himself.

**The consideration were actually nego-**
It is true that a simple will is not new. Private, relative, examinable—but when the rule was set forth, that an infant is bound there, the consideration, might be enquired into. So, also, being to be found in which the said a simple will is not examinable when the obligor is an infant; it is presumable that in such case it would be examinable. In some courts, have inadvertently considered not to find by minor agree to negotiate a contract as good, the they are not examinable more than bonds in English.

 bonded upon good. But suppose the infant bound himself in a bond for a corn that a question whether the infant is not liable in the original contract. If the bond is absolutely void, then it is agreed that he is liable for it being legally a momentary debt andawan up the original contract. But if the bond is voidable only then it is said no remedy can be had against the infant. After the bond is declared to be void, to the bond, Peter, mergers the simple contract. But suppose beyond the same reasons will apply in the one case as in the other. After considering the simple contracts, as not to merged and therefore says he I conclude that in that all cases the infant is liable in the original simple contract. Thus if one contract is bound in a bond, reduced the obligation to another contract for 5008, and at 220 pounds assuming the simple all over 5008 more consolidate.
education of a woman but likewise. Private relations would be valid - while there for an indigent person would not be valid. This matter must be left to the law. It was decided in the reign of the 1st that while contracts of an infant in tending were not valid, 666 but parents could act as the guardians. The time has been considerably altered since that period - and you must now consider almost a necessary part of life for an education - it is presumable that contracts of this kind would now be binding even in such an event. If an infant does voluntarily what he is bound in law or equity, to do it shall be binding. 591 when he done it under the order of the court. An infant's contract is binding, 591 but a minor's contract is void. An infant, when 14 years of age, is 581 year at full age, to enforce it for breach or error. 581 is bound by a decree in his name passed against him. But if induced with six months' notice after, I can 581 year at full age, to enforce it for breach or error. 581 is an infant, 575 in tending, he is so much 626 bound by a decree in his name passed against him. 626 to be bound in negligence in his person, name or guardian. 75 on infant is bound by contract, while he may also be compelled by law to make - as the making, writing, 572 shall-setting of the will, done in 1807. An infant, when he acts in the character of a representative on 572 or other debt, is bound to be considered as in such case a like person. In such case the rule is that such debt at 55 the infant, are necessarily binding as do not affect 572, 675
Principal while in court interest but derive from interest

ative and interest which are payable only when the contract matured. These contracts there in that

even without a court summons if not paid by them.

when of full age, the court ratification they are

is bonding when their case is made after full age.

not a court contract can never be ratified. In case

of a promise after full age, the infant is liable on

the extent of the subsequent promise. When

child one is entitled to any of the infant's contract.

promise after full age, the one probably a further

proof here when the duty to show that he was not at

full age when the subsequent promise was made and

the reason is because the debt is age in a matter contract

the one mind. If an infant gives a security, due

being minority which is absolutely void at the full

age makes a promise. This promise will lay a foun-
dation for an action on the haroi contract but it

can never set up the void security. When an instru-
ment is absolutely void, the subsequent promise

must be made the foundation of the one is not the

original security. But where the instrument is

voidable only the suit must be brought upon the

clearing instrument. It leave the debt absolute to one of them.

in the reparation a large a promise after full age.

an adult fully interested in a lease with an

infant obtains a sheriff's judgment in his own name.

he shall be deemed to an after-born where for
Parent and child. It is clear, under the old

3 law, lessor can not take advantage of the instance.

1856 The letter 4 as the principal distinction below,

1856 which is not to be considered contrivances in the sense.

1856 Neither party is bound, but in the latter one party

548 only is bound; it would seem to be clear on the

3 law, ground of principle that a lease of this kind with

1856 out, reserving rent, is voidable, only. Intent

3 only if at the same time. (P. 74, 1185, 57, 161, 25

3 line. 304, 14, 281, 161, 1 Bow 34, 312, 322, 262

5 Boc 164, 5 Bar 1804, 5 Ber. sect. 12, 194, 1 Wood 173

5 also. The penal bond is void as against an infant, yet

295 infancy cannot be given in evidence under the

3 line. gen. issue for the rule that whatever makes a

3 contract void may be given in evidence under.

3 line. The gen. issue is not universal. Even intent be-

119 quick, his shortened for party for the payment of

119 in lieu of debt, courts of Chancery will enforce the

125 fragment of a penal bond as well as others, which

3 Boc shows clear that Chancery considers penal bonds

125 as merely voidable & not void. Eq. Boc. 282 Wod 145

174 The first part of the rule—viz—that it is voidable

174 where there is semblance of benefit to the infant

166 res. and purchase made by the infant. The latter

136 as that it is void where there is no apparent benefit

140 to the infant—related his daily as on the occasion re
Private relations

Eff by personal delivery are valuable only if
there which we will have stru by remoac would be
herein are our said. This is the Deed to which the let 239
eee stoped by Berichon. The rece of the rule AS
seem to be that in the hole except in special circumstances
where the instant then the is to be free and
not cain a. That is, where the said on as to deliver the
is, that limited to the 60.64 a.

other party, by a wrong done, is not limits by consent but
is voidable only. Some deeds which cannot be
enforceable only by those which can be a 50.3
power are void. Thus a house is a thing granted
by an indent except to receive return is void for none
is done out in the case by personal delivery. The de-void
there seem to be like criteria – then I am not to
make the conveyance contract take a form and the does
purchase agreed. take it at a certain time. The in-hole
but may alw since the contract at any time be. So
are the same as taken away in. The purchase take late's
away the house without the knowledge of consent 10
of the intent is. The time of taking he is less in which
an action to bring to the contract can. 75.8
But with the rule that where there is less intent
be at according to the said, then the contract is void
in.
Parent and child is not good as a general rule, but it may be
335. In some cases it is a qualification of the rule given
there where the nature of the case is such that the un
matured infant would be unable to use the benefit of his
free agency, or where a girl entered into a contract
336. with a banker to take two on account from the
336. used at a certain price. The banker allowed it
336. said coin where the contract was mere to be sold for
270. The banker admitted to damages on the basis of
336. Every contract of infancy, as between both of a child,
336. from bare notes, bills, etc., are voidable only
336. for fraud or deed, and irritability is only voidable
336. in the same manner. I. John 54, I. John 41, I. Moses 38, I. Moses 35, 12, 57.
1 Thessalonians 1. 1. - There are very few contracts made
336. take into account, or, wherein they are void. 374,
336. been may take advantage of them in the infant
336. by himself. But where they are voidable only, that party
336. for whose benefit they are made, and he or his re
336. representatives, can take advantage of them. In
336. made a void contract, there is no consideration
336. and if it is voidable only, it is voidable to the
336. the consideration of the infant, or, execution when
336. article - voidable only. They would not, if an
336. ruinous to prevent infant, but when a law
336. can take advantage of it. It is in
336. voidable.
Indebted contracts may be confirmed. Wherein declarations at full age—but a void contract can never bechorus ratified. The ratification of a voidable contract takes may be either express or implied. Thus the mere signature
that continues on leased premises, after the term ends, for
out, or after the coming of age—or after any other act which
manifesting an intent to confirm the conveyance. If the
he is liable for the rent previously accrued. Look
also to how an infant can avoid a voidable contract, as
the infant having conveyed an estate by will and the so-
sum recovery—may avoid or annul the conveyance, liable
by a mere error during infancy. If not all, this
from the same that a settlement or an estate in
is called, by the infant, may be avoided due to error during infancy—but this is not free from any act by the
which he could additionally avoid such settlement in the
decision in favor.
It is now settled that it is voidable. $580
and after full age—The re-entry during minority. Some
in England, can not take advantage of it. 1794, 58
Marriage settlement agreements are not binding
at law. But in equity, whereas, since they are kind of
interest. Adverse consent of these contracts involves $45
than the ground that as soon as the legal interest
it made the principal contract, i.e., of marriage. It
also allows them to implication to bind themselves by
any necessary contracts interest, growing out of the principal.
Parent & Child. In this county there being children.

Parent & Child. In this county there being children.

Parent & Child. In this county there being children.

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Parent & Child. In this county there being children.

Parent & Child. In this county there being children.
believed to be due to the true and private relation remaining. The laws on the nature of legacies 387 are
advanced. In many cases, the contract of a minor may be voided if ratified when he comes to full age - to in common
may he ratify a contract made for him by a third person - this too he may do by any act without his being
the mother. The children leased a piece of land to all years - these children after they came of age
continued to receive rent. If the contract they were bound by the contract.

As to what powers an infant may execute.

Or power is an authority conferred by one person on another in relation to some right or interest possessed
of the person delegating it. It is a general rule 384 that infants cannot execute a general power over
real estate - because a general power 310-411 only requires the exercise of discretion which in infant
does not constitute an infant a legal agent - but an infant may execute a naked power - or the power
in which the infant acts as a mere instrument and no right of his can thereby be affected - 306
but he can in no case exercise a power over his own inheritance. So, Hardwicke says that in no
case can precedent in law give County to show that a power 304 over real estate can be executed by an infant.
Parent, child—He may be a intestate at the time of his disability, and thereafter—He may, not before, be authorized to make an intestate devise of his own real property. The testate has full power to make a will, but not before he is old enough to act upon it. He may be an executor or administer an estate, but not before he is old enough to act upon it. The act may be done by his guardian, or by the legal personal representative of his estate, if any, or by any other person appointed by the court for that purpose.

The general rule is that an infant may not hold a ministerial or public office requiring only skill or diligence, but may hold an office that requires discretion—of the nature of a judge—because he is not entitled to an office of skill or diligence but in an office requiring the exercise of discretion, an infant cannot act by himself.

If therefore an office cannot be executed by an infant, an infant cannot hold it. An infant cannot be an attorney because he cannot be sworn—nor can he be a jury box because he cannot the money because there is no judicial office requiring the exercise of discretion and judgment. An infant may be an executor—but must act by a duly authorized

The Seventeenth Paragraph of the Revised Statutes of New York, 1904, as amended by the Court of Appeals of New York. An infant, acting in an official capacity, is bound by a contract made by him in such capacity. They are not bound by the same rule as to a corporation, as he acts under the authority of the law. Thus, if an infant be a bailiff, and he fails to present the bond, except he is liable.

A contract on which a bond is conditioned, conditioned by a condition unconditionally warranted, is void. The bond is not conditioned on the defendant's ability to pay the consideration. The condition must be met. If the infant by non-payment of rent for the lease, that is a matter of justice that the rent be not paid. Implied conditions are made unless they are created by laws. Where bound by a condition, as an implied by the statute, is not a condition void in consequence. As to an estates where upon being bound to bind the statute will give a right of entry. In this case, a condition, broken or not, on the performance, condition, unless the infant is not bound. The infant, instead of entering into a contract, as to any condition, unless he has in effect, because the statute.
Parent's Child; at pleader gives a right of recovery. But
the infant's estate is not deemed a personal chattel
but is held as an adult would because the statute
merely gives a right of entry to the infant's estate.
It is unnecessary for the infant to be bound by
the rules of law, for the infant is bound by
privity. If the executor administers extra-
tee of an infant, having power does not enforce
the right of the infant within the limited time
when the infant's rights shall be their neglect to recover
in case of the trustee must have been
settled by agreement.

Chiefs enz to the manner in which infant is to be held—viz. in
unt when the infant, in action by guardian
proclaim any leg (signed friend) and not by attorney,
both 123 for the advice of attorney, the infant may decide no di-
ability. 1st term, the infant could bring an action
by guardian only but not by the Stat. 2nd instance 12:2
but if the infant is now allowed to bring an action in our
latter by another yet as next friend—First when the in-
back 1st time sue his guardian—Secondly when suing a thr-
anger his guardian will not appear in his behalf or
prove his consent—when such consent is necessary
beings in order to conduct the suit—Thirdly when he had
hired no guardian. — Fourthly when his guardian had died
or is only his reason. It is allowed as in some. The 3d
case it is contended that an infant may bring action.
of any suit, small claims division, by Private Relations, the

action is brought by an infant, a minor, or an infant

or minor unable to sue in his own name, and the

action is brought by the legal guardian of the

infant or minor. The action may be brought by the

guardian if the infant is under 10 years of age or if

the infant is able to pay the costs of suit. The

court may declare the infant to be unable to pay

the costs and deprive the infant of his property

and estate. If it has been held by some courts

the infant is liable for the costs of suit for the

first instance, that the other party will be

liable at his election both to the infant and to the

guardian in the suit. But if it be recollected that

the infant was the infant may be subjected to the
costs of suit, however indirectly, it is impracticable

that the infant should be liable for the

128

costs. It seems quite reasonable that the guardian

might be liable in the first instance, if in the judgment,

118

of the court, the infant is unable to sue in his own

name, the court might determine that the

individual might be liable for the costs of suit if

the infant were unable to pay those costs. But in the

case of an infant able to pay the costs, the

reason for that the guardian in his immediate

capacity to the infant in the suit in the instance with

the infant, he is...
Parents, children, nor any other where the interest of the infant is at stake. To wit, the guardian must stand alone, and not be a party to the suit. The infant can only be made to pay the costs of the suit on appeal, in the first instance.

In Eng., the guardian must be admitted to the court as a party to the suit. The infant may commence an action but cannot appear to prosecute, set aside the action except by guardian a procuration. Whereas the courts did not enquire into the interest of the infant or proceeded any further.

He brought an action for care of the infant, but since the case came up, Spring in a petition to the court to have the mismanagement of the guardian a procuration.

In any, the interest of the infant was lost. The court determined that the guardian or procuration by a stranger may be regularly admitted. Any person even a stranger may be the character of next friend and sue an action for an infant, as it is even without the infant consent; from infant must speak, but he is capable of knowing whether an action been 49457, whether or not. But the court is he is not specialized, but may refuse to admit him. Where an infant and winding the adult are co-executors if an action be brought by the infant in such a suit, the infant may not sue the attorney. To the adult or by one appointed by the adult, but if they are made infant or case the infant must appear by guardian a procuration.
in all cases where an infant is aged to six years or under in case of the infant being of mature age the infant must always be deemed by the guardian of the infant. the same rule applies to an infant under the age of one year or

no one who is called a guardian unless it is indicated that his guardianship extends only to that action. But if the infant have a guardian he does not attend the whole suit cannot attend another suit. He be out of court.

the court shall always be notifed at the commencement of the suit. But the omission of notifed notice is not matter of statement of which the defendant may take advantage. The defendant will only be notifed notice or notifed. If an infant defendant by attorney and that judgment be rendered against him. The judge.

ment may be inserted by bringing a suit for the same debt before the same court (commonwilt) or commonwilt debt (commonwilt). It is the infant. The guardian not being notified after a year if to be read done by default. If it will be erroneous. This in the case in the state that.

To that judgment can never be rendered. To default.
Parented. But if, without the filing of a suit, 
judgment be given against the infant, the damage may be recovered 
against the infant only by a co-tenant (id) where he ap- 
ppears as the decedent's personal attorney. In the state where an infant 
is bound by his sureties for joint - 
principal - and adult - are sued jointly - the judgment if against 
the infant is only recoverable on the part of the infant - 
where the infant is then liable to the whole damages, - to 
be assessed each trespasser in equal, liability to the whole damage. 
If not only the infant and the proceeds of the land or personal goods of 
the infant, but the infant's personal property, are recovered, 
the infant is bound by the sureties, and the whole sum due from the 
infant, together with the sureties, is recoverable. As a joint contract of 
an adult and infant it will not bind the infant.
according to the common tenure of the settlement. An unborn infant may take by descent or by right of
rise. Formerly where the words in a case were defective in the present tense, they could not take the
right of rise—but where the words had more in the act of birth there it was always held that the
right of rise belongs to the infant. Thus as no freehold can be created without command in letters the
land is devised thus and if the infant will go birth be from arising till death as
the birth of the infant—so an unborn infant or a child
may be a coheir in a real heir. By the relation
of distribution the infant unborn at the time.
In the
taken death may be a heir at law at the estate,
then distribution of the estate and the
distribute. If the tire as the entail was not at the death, of the
entail the heir being allowed the entail
rent reserved till such birth. In case a man has
and inherits to pay such heirs and another
and so
affected in the entail he is so much forced
young the unborn child when born a case at
the heirs—In
the
Carlisle—Barre—Barre—Barre—Barre—Barre
An action of
least may be brought in favor of the
unborn
child. An
unborn child must be at least a fe
executor, but cannot act till he is
—Rumin 218.
intestate being granted to some of the persons during puberty
inure statute—can the posthumous children be known thereby:
born that must be an executor of such devices. Ecclesi.
10:59, 100-400-100-100:92 100:29—33:12:80.
The illegitimate child is not to be born in lawful bonds or within a competent time after marriage. An illegitimate child is defined as one born after ten years of lawful wedlock. Before marriage or the birth of the child, the wife is considered as the legitimate mother. If the child is born before marriage or the birth of the child, it is considered as illegitimate. After marriage or the birth of the child, the law presumes that all children born during copulation are legitimate unless the contrary can be shown. The law is based on the presumption of legitimacy, which is overridden by evidence of illegitimacy. Formerly, in order to prove that an illegitimate child was born before marriage, it was necessary to show that the child was born within nine months after marriage. This child is legitimate if born before marriage. The child is not legitimate if born after marriage, except when the husband was beyond the age of consent. If the husband was beyond the age of consent, the child is legitimate if born before marriage. The child is illegitimate if born after marriage.
As the law now stands, evidence of non access is relaxed so a man's being in bed with or in other places where access for more than nine months before the birth be impossible will be good evidence. Other evidence may be admitted besides impotency and non access as by habitation of the wife with another man.

The issue of a marriage void ab initio is of course illegitimate; so also a canonical divorce a vinculo matrimonii. If the issue is illegitimate but if there is justifiable cruelty with some canonical impediment during cohabitation, there cannot be bastardized after the death of either party. For the legitimacy of a marriage not absolutely void ab initio cannot be called in question unless during the lives of both parties. In case of a divorce a mensa et thoro the issue after death is presumed to be illegitimate but in case of voluntary separation it is presumed the issue is legitimate. If it is presumed in both the cases, the presumption in both these cases may be rebutted.

The wife may not be admitted as evidence to prove the impossibility of access on account of decency, morality, policy, but in the case of incontinence, the wife may give evidence concerning the issue. If a parent or a relative of the birth or marriage of the child was heard to say before his death when the birth or marriage was, but if they are alive the kind of evidence would be...
The birth, marriage, death, and pedigree may be proved by the parents, and the birth and death by tradition, testimony, and family record.

1844. 13 B.C. 444-6 If a child be born before marriage, it is illegitimate.

1845. 34th B.C. 1344 Some born so soon after the husband's death that it was not possible for the husband to have begotten it is illegitimate.

1846. 33rd B.C. 1334 The law is not exact as to five days nine solar months being a menstrual time and if a child be born within this time it is legitimate by presumption. If it so be that the mother and child be born 24th B.C. 1257-1346 is illegitimate by presumption. If it so be that the mother and child be born 24th B.C. 1346 in the same year after the death of her husband and that it is difficult to designate which is the true parent the issue may be illegitimate. The parties in action may be a son born 24th B.C. 1346 before marriage and one born afterward. If the bastard dies 24th B.C. 1346 and the issue of the inheritance his issue will take it to the exclusion of the legitimate brother, but the possession must have been unlawful and unrightful.

1847. 13 B.C. 458 The rights and incapacities of illegitimate children.

1848. 13 B.C. 458 While all rights of possession must be acquired, because being null and void, that the son of nobody he cannot inherit an estate. If he is said to be of kin to nobody but his own clique without mingling or his father, if he be ascertainable, nor can he marry those of his relations which are forbidden by the common civil laws.

1849. 13 B.C. 1355 The maxim therefore of nullus filius est filius populi applicatur to inheritance only and would be properly only nullius hortus an illegitimate son can derive no settlement from the father.
because a settlement is of the nature of inheritance. 1504.

He has no surname unless by reputation, being he cannot 1505.

Without his father's name any more than her forename 1506.

and some length of time is necessary to acquire a name. 1507.

If he may 1508.

acquire name or by the son of 1509.

which one (specifying the name) but he cannot purchase by 1510.

since an when estate is devised or bargained to the share of 1511.

Evne if a contingent remainder be limited to the heirs or brothers 1512.

different legitimate and illegitimate, an illegitimate cannot be held as 1513.

take, or rather if a contingent remain be limited to the. 1514.

son le. or il. le. it is not good both on account of the uncertainty 1515.

of the father and the indefinite place the law admits it 1516.

but if a contingent be limited to the eldest son of women 1517.

le. or il. le. it has been held by some that it will 1518.

be good there 1519.

being no uncertainty as to the mother other than have left the 1520.

matter concluded and in the opinion of Mr. Godeke the 1521.

potentia vestiruma place the same situation 1522.

in this respect as the father. An illegitimate can have no 1523.

heirs except of his own body because being in law matriz 1524.

he can have no collateral relations. The settlement 1525.

in illegitimate is in the parish where he is born - he can 1526.

derive no settlement from his parents but may acquire as 1527.

any other person does. The illegitimate belongs to the parish 1528.

where it born at the the mother's settlement be in another 1529.

except where fraud is practised as if he be forced into another 1530.

parish or by any other means goes into another for the sole 1531.
Duty of parents towards their illegitimate children

It is a natural duty of parents to maintain their illegitimate children, but if they are not able to do so, the town or parish must. The mother can have no action against the father for the maintenance of the child, but by petition or an order of the county court, founded upon the oath of the mother, whose veracity and chastity are not impeachable, the father may be compelled to pay damages which are generally enough for the support of the child for 4 years, and if required for a longer term. The mother may make oath before a justice of the peace either before or after the birth of the child, the magistrate is then to issue a warrant to apprehend the father who, if sufficient reason exist, may be bound over to the next
county court. But if the child be not born before the rising of 2 court he is to be recognized in a bond to appear at the next succeeding session because no final judgment can be had until the birth of the child. The process is a criminal one or... proof wherefore the woman may be admitted as a witness her testimony being liable to be set aside the same as that of any others, but the object in Scif. 209-10-11 purely civil it being the same as that of debt. It has been supposed necessary by some that the child be sworn before birth by which means a part of the power of an unrenouncing mother may be taken away but it has been determined that it is not necessary to make oath before birth if a declaration Sect. 107 of the father be made at the birth or travail and afterward Day's husband 208 confirmed by an oath as before. When the tort proceeds a subsequent oath merely is necessary. The mother must be constant in her accusations that is she cannot accuse but one for if she accuse one out of court and another in court the action is left. The father being convicted it is found sixty for the payment of damages pledged or stand committed till 55 Rep. 67 he find ninety. Execution may plea quarterly for 10 part, Sect. 26 of the whole damages but the execution may be stayed if the child die before the 4 years are up. In case the necessary expenses greatly exceed the damages assessed an application to the court additional damages will be assessed. No action can be had against the mother for the support of the illegitimate for reasons sufficiently evident.
Illegitimate. If the mother of an illegitimate child dies or marries before
the birth of said child or suffers an abortion, the defendant (or father)
is discharged excepting that in such the child can be proved to be
illegitimate; as the law now stands the father may be subject to
being the mother be married before the birth to another man.
13th. 455.
It is held by Swift that if the mother be married (before the birth
of the illegitimate child) the husband cannot join in an action
against the father, but there does not appear to be sufficient
reasons attached to their rule to establish it.
1 Swett 211
The bond taken by the magistrate is void on the appearance
of the defendant in court and for damages assessed.

Hanly 267
The bond is discharged in one year after the last execution
is joined. By our law the mother may prosecute but if the
Dagobars 278 refuseth to prosecute the select-men of town may in which case
the mother may be compelled to disprove the father not withstan-
ging what Swift says on the subject. 1 Swett 211.
The town is liable to support the child provided the parents
are not able. The father when committed for bail cannot
take the poor man's oaths unless the town are the prosecutor.
If the mother commence a suit, and leave it the town may
pursue it. — What the mother has sworn before a magistrate
may be given in evidence by any one more witnesses of her
oath after her death — and it is a universal rule that
evidence taken by a proper magistrate is admissible at
any time in the same cause and between the same parties.
5 J. Rep. 373
In one month after the birth she may be called upon to give evidence.
The mother is compelled to answer questions in relation to her criminal connection with other men — Trials of this kind are generally decided by the judges but sometimes by the jury. It has been a question whether or not depositions are admissible in cases of this kind being partly criminal & partly civil, in all civil cases they are admissible but in criminal not, but it is now decided that depositions are admissible in prosecutions by the town on appeal lies to the Sup. Court.

Rights and Duties of parents in relation to their legitimate children and illegitimate children in relation to their parents. These are three viz 1. Maintenance & protection, 2. Education. Maintenance consists in providing necessities. Parents are bound to support their children when they are not able to support themselves as minors and in Minn. 228-337 form adults and all legitimate children are bound to support their parents and grand parents in their infirmity. If there are no relations the town must provide for their support. Stat. 283. Stat. 283.

If a man marry a woman that has children by a former husband he is not under obligations to support these children 2 Stat. 146. Stat. 345. This is a man under 2 Stat. 146 obligations to support his wife's parents. If a man dies without leaving an estate the estate in whose hands over it 164. 148. 190 is shall be charged with the support of the widower 165-361 and (if a widow be left) as long as the remainder. Stat. 284.

The duty of the parent to support his children may be enforced 130-165 by a memorial to the county court and order issued thereon 226 168.
This memorial may be presented by the relations of the
select-man of the town; an action will not lie against the
parent for the support of paupers, or adults but for the sup-
port of minors an action at law will lie. So on the other
hand in case of the infirmity of the parent by which he
is unable to support himself a memorial being presented
all the relations are to be cited before the court, and the expec-
tion of support is to be apportioned according to their respective
abilities to pay and not according to their quota of the family.

Protection is a natural duty of the parent, and may rather
be called a privilege than a duty, because the parent is not
compelled to protect his children any more than a stranger;
he is permitted rather than enjoined to protect his children.

Thus in this instance what is duty by natural law is
privilege by municipal law.

The parent may, in like manner, counteract and aide
and protect his children in danger, it may defend them
from assaults and battery, and use the same means of defense
as would be lawful for them to use were they able to defend
themselves all this may be justified in a parent in behalf of
his children when a stranger doing the same acts would
be held to an action and penalty recovered against him.
A third person may intervene at their own peril.
But unless the act as a disinterested person be advisable to action and penalty — in the same manner children may forfeit their parents.

8. Parents are bound to give their children a suit 156. com. 451—able education. In com. all parents and masters are 426. Stat. to bound to give them such an education that they may be able to read the English language and to know the crimes to which capital punishments are annexed and if the parents are able they are to be instructed in some orthodox catechisms. The select men may bind out paupers (who have no other means of support) male till 21 and female till 18 years old. It is the duty of children to obey 175. com. 463—b they parents and from what has been done to support & protect them.

The rights and powers of parents.

Parents may correct their minor children provided it be not excessively unreasonable — and his right herein arises from his duty to keep good order and discipline in his family — 1 Laws 130. As which effectually a kind of discretionary control is not. 175. com. 453. Morally reside in the parent. But if the parent is influenced by malice or a unreasonable in the severity of punishments an action of battery may lie against the parent by the deceasedimiento child — a slight trespass in him will not be taken notice of in law.

The father may withhold his consent to the marriage of his minor children without which consent in England the 175. com. 452 marriage is void and the issue illegitimate but in some case
the marriage is not void nor voidable on that account
but subjects the officiating minister or justice to a fine.

18. 244.52. The father has the control over the minor child in the
character of trustee or guardian and liable in the same
manner to render an account when the minor comes of
age. A minor is entitled to all the property he ac-
quires otherwise than by his services — as if a lottery ticket
be given him and he draws a prize it is his exclusively.

18. 244.55. Or a father makes a present to him whatever he earns in
his — but if he be permitted to labour for another the parent
may receive the pay. The father may have an action
against any one who injures his child or entices them
away so that his service is lost. But without loss of service
the child must maintain his own action or his parent
as guardian for him. The parent may recover for expenses
of cure if he allege this as special ground of damage.

18. 244.58. If a parent or guardian may have an action against
theocide of his daughter or ward grounded on a presumed
loss of service but the amount of damages must be ground
not only on the loss of service but on the disgrace of work
and character — so evidence of seduction of chastity may go
to raise the amount of damages while evidence to the
contrary may deserve even to nominal damage.

18. 244.55-244.555. If the seduced lived in the family with his father she is
presumed to be service to the parent but if she be an adult and
live out of the family it may be necessary to prove service.
It has been asserted by a respectable writer though without any foundation that the daughter must be in her father's family at the time of the seduction. The age of the daughter is 18. Wilson 18
and material if she be a servant de facto and of the be under 21 she is presumed to be a servant unless she be in another family labouring for nothing or receiving her wages 25 Rep 4 herself. An action for damage may be maintained by 85.55 any person standing in the place of parent.

When a suit of this kind is brought by the father the daughter 3 Wilson 18
for is a competent witness she having no interest in the event. In Cases the action is most frequently brought as trespass 15 Rep 16
or in arms but as the action is liable to be defeated by the defendants proving permission to enter the house it is a bit 5 Rep 361 684 155
for way to bring an action of trespass on the case for it will 2 Noy 1052 not then come into the question whether the entrance was legal or not. In the case of trespass the action is 26 Ch 1675
grounded on the illegal entrance of the house and 183 S 385
the act of seduction whether followed with pregnancy or not 3 Wilson 15
was in aggravation of damages but if the action fails on 121 470 1
damages can be asked but damages being consequential 29 Rep 161
to the act it is properly an action on the case. It is held by 8 Coke 146
that every unlawful act implies force and that the
judgment of the court in the case of Elliott v. Gold was unpro-
certified and erroneous in requiring proof of force in entry 2 Del 1415
but it is believed that the principles laid down by twist are
themselves erroneous and the decision of the court good.
Seduction of Child

When the permission to enter one's house is voluntary on the part of the owner an action on the case only will lie, but when the law gives permission as in instances it does, if unlawful acts be done in Enseque an action of trespass will lie. In such cases the act is considered unlawful from the beginning, at an iniun. It has been doubted whether an action will lie without alleging actual loss of service, but it seems to be the opinion now that an action will lie. The parent has a right to the custody of his children at all times except under a guardian, and also to the service unless the service be actually alienated, in which case the parent may bring his action for seduction at the usual loss of service can be alleged by the parent and this because the daughter is in his custody. This custody is necessary in order that he may perform his duty - so that the right of custody and right of service are two distinct rights, the one that of a parent the other that of a master. The personal authority of the father ceases the day preceding the 21st anniversary of one's birth day. The mother as such has no authority of her own over the children during the minority of the children; but in youth to act in this capacity by consent of her husband, yet the mother de facto have authority and control over her children when infants.

Now if the parent is bound by the contracts acts of his children. The father is liable for the torts committed by his children to the same extent as the master for
guardian is a temporary parent or a person in the 1st. 8th. Book 468
parent's during minority of a child. In England, the guardian has the charge of both person and estate of the ward - but it may be that one guardian may have the charge of the person and another may have the charge of the estate. In the German law the former was called Tutor and the latter Curator. There are a variety of guardianships spoken of in the books, as first - 15th. 888. 11
by Knight service - 38. which is not known in this country.
2. Guardianship by nature - as father, mother, or other - 8th. 88.
5. This extends only to the heir apparent of the ancestor.
It has been said therefore that the guardian by nature had the control over the wards person and not his property and that he is not guardian by nature over any of the children but the eldest son.

In ben. all children are heirs apparent of their parents and therefore their persons and estates are under the control of their parents during minority.

In England the parents are called natural guardians of all their children—this by natural law—not by common law.

Guardianship in socage is where a minor under age is seized of lands held by socage tenure. The guardian shall be the next of kin to whom the inheritance cannot descend—no difference between whole blood and half blood. Guardian in socage may lease the estate of the ward.

Guardian in socage may maintain an action of ejectment.

The trust of Guardian in Soc. not assignable. Liquidation of guard. not for the benefit of the guardian but of the ward.

When the ward comes to 21 yrs. he may enter andoust the faculties by guardian.

Guardianship for minors is where there is no guardian according to the preceding rules terminates at 14 yrs.

Guardianship for minors extends to children not heirs apparent—over their person and not over their estates. The father and mother only are capable of being guardians if they are living. Guardianship for minors not known in Connecticut for the children all heirs apparent.
or must may appoint guardians for all his children 15th. 362
by will only and if he be of sufficient age to make a will 1 Chit. 89, 16
or deed - deed in this is of the same nature as a will 1 P.W. 703
except in external form - he may appoint one guardian
for any certain period and another to succeed him 2 Wilkes 127
as a guardian in remainder the guardianship extend
2 Chit. 14 to personal estate - this is according to the Statute of 12 & 13 Geo. 204
Charles II but in Connecticut there is no such statute 13 Geo 39-40
The guardian himself cannot appoint one to succeed him 2 Dec. 675
There are else guardians by custom & guardians by election 1 Chit. 87 59, 16
the latter will take place when no guardian is appointed 1 Rum. 83-105 51
by law of the appointment of the father - the child may 89, 16
make the election and have it confirmed before a judge 1 Bl. 640 463-490
a circuit - the age for choosing guardians is 14 in both sexes 1 Chit. 89, 16
but there have been instances where a child has chosen 2 Dec. 695-702 75
guardian under that age . . . . . . . . . . . . . . . . . . 58 Geo 24 7 89, 16
The court of chancery in Connecticut has no power 75 Geo 10 99, 12
at remove a guardian. In England guardians have always been appointed by the ecclesiastical courts - but the 25th. 1496 597 691
right of appointing guardian over the person of the child 1515 132 1st
was always been denied them and lately of
appointing one over the estate. Now Ecclesiastical 1 Chit 89, 16-1356
courts have no power to appoint guardians except guardians 58 Geo 735
of them who can be guardian only for one particular suit - 3 Bl. 640 427
must be summoned to appear for the infant. In Connecticut
the court can appoint a guardian & litum over an
infant female of 18 indicted for arson. There are in this state 5 kinds of guardians: 1. Natural guardian —

Guardian appointed by the court of probate as guardian ad litem — is that guardian by chivalry — guardian per ma-

zure — guardian by custom and testamentary — guardian are unknown in this state — children are all heirs apparent — the father natural guardian to all his children till 21 years old, and his guardianship

extends to both person and property. It appears by phone that the mother is natural guardian over the female till


Stat. 227, 458, they are of sufficient age to choose guardian. But by the statute the mother may be and by the practice of probate has frequently been appointed guardian over male and female children. And even while the mother is living the court may appoint the mother if not at detention. It seems by this that the mother is not of course not a guardian. But while the father is living one other person can be ap-

pointed guardian unless he be removed, and he cannot be removed without special reasons. When the infant is of sufficient age to make choice on application to the court he is to be summoned to appear and make choice.

Stat. 454-24, which may be confirmed by the court of probate or not at detention. But on application the court may appoint a guardian the infant not being summoned if it infant

Stat. 258-227 may or female be not of sufficient age to choose guardian. It is not true strictly that the court must live with and cannot
be removed from the guardian for the guardianship of person 18th 1812.
may be settled in one man and that of property or estate in 25th 520
another. When a guardian is appointed over an infant
under 14 he continues guardian till the infant be 21 yrs. Part. 2582579
page unless the infant when of sufficient age to choose
makes choice of another to the acceptance of the court.
The court is to take security and in case the ward hath an
estate with security of the guardian for the faithful dis-
charge of his duty the conditions being that the guar.
Part 51-2
-ian shall account with the ward when he comes of age 18th 39 mg
or sooner if required by the court. In England remedy 1560465265477
against the guardian is had by bill in chancery - the Guar. 2 Comp. 281
may be called to account annually 8c. 2 Comp 17521660790
In Connecticut remedy is had by action of account.
So guardian except the natural one is obliged to support
the ward at his own expense - if widow having infant 1700 1069 144
children marries she may apply their property if any
2. Comp. 1775-3 19390
they have to their support for she cannot apply for own 13th Ch 581 1255
being under coverture. A guardian may in the charac- 15th 64 1264 1762 Comp.
tor of parent apply more of his wards estate to his 25th 265
up than what is absolutely necessary or ordinary - as
supporting him at college and the like provided the wards
shall be adequate - but the parent cannot apply his sons
estate in this way unless when the sons estate is adequate and
the father be unable on account of indigence it being un-
known to the court of Chancery of Probate to determine the expending.
By the statute of Connecticut, the guardian must in every case mortgage, deed, or convey the property of the infant, and the mortgage, deed, or conveyance must be made on the infant being under the age of majority. The guardian at the time may do so by the instruction of the court or by the act of the infant himself, or by the act of the infant himself as competent to make partition of estate.

If the words creditor accepts a life sum, then it is due to him, by the act of the infant, whether by means of the guardian's solicitation, or not the guardian shall not apply the surplusies remaining in his hands to his own enrichment, but it shall go to the ward. When money is put into the hands of the guardian, it is expected that the guardian will in accounting with the infant pay interest for the money, unless he can show that it could not be loaned with safety and at a reasonable rate. Money be employed in trade without the direction of the court or infant. The ward in accounting with the guardian may, at his election, take the profits of the trade or interest of the money. So also where the money is laid out in land, the ward may check the land or the money with its interest.

In case the ward dies, it is not in the power of this executor to elect, but must for personal property receive personal property. In homicide, the guardian is considered to be a trustee of the wards estate but in courts of law, he is considered bailiff. Yet in courts of common law, if a guardian commits or suffers any other person to commit, unlawful acts on his wards estate, he shall be accountable as trustee.
The guardian is not at liberty to pay the debts out of his own property when the ward has personal estate unless he be empowered so to do by the court, and the court have undoubtedly a right to vest this power in the guardian when the ward's personal estate is in good standing—i.e., when the 1st ed. 1540 forbids if it are more than the interest of money. If the 2nd ed. 2361 personal estate be money it will make no difference whether that or the guardian's money be applied. Thus if the ward have in his power a surplus of stock the guardian cannot keep them there and receive interest for money laid by himself from his own estate for the payment of the ward's debt. Talb. 1, 5½.

In the marriage of the ward, the court of chancery must, by 1 P. W. 1, 111-162 use great power—it may prohibit marriage where the 2 P. 112 guardian's consent is not given and even where it is given 3 A. 1, 564 and all that are concerned in the performance of marriage under such prohibitions are punishable for contempt while the

There are no decisions to prove that parents are living and are not guardians the chancellor may forbid the marriage of a son while the parents actually consent but it is presumable the court may prohibit them in certain circumstances. As to the practice of binding out wards is not sanctioned by law but by constant usage.

It is laid down by Hardwicke in one place that the guardian, tug 91-160 ship of females and not of males determined by marriage and in another place it seems to be contradicted. Where a ward female marries an adult or even where she mar
Settlements

mariage an infant it is reasonable to conclude that the

guardianship of person and estate ceases in the female,

but the guardianship continues over the male as to his

person and property and as to the person and property of

the wife - The husband may contract for necessaries not

only for himself but for his family.

Settlements of children.

Inhabitants out of this or any of the United States cannot

acquire settlement in this state unless by vote of the town

by the select men and civil authority or by virtue of an

office in the town held by appointment.

Inhabitants of other states of the Union can gain no settle-

ment in this state unless by one of the preceding means

or by the possession of a real estate in fee of the value of 500

Inhabitants of this state may not have settlements in

any other town in the state unless by some one of the

three first qualifications - by the possession of an estate

in fee of 100 $ or six years residence in the town without

charge of maintenance upon the town.

Settlements may be acquired by birth and the birth state

is considered the place of residence unless proved to the

contrary. If neither father nor mother have a settlement,

his birth place is presumed to be the place of his settlement

in this state and extends to children both legitimate and ille-

gimate but in England only to illegitimate exclusively.

The prescription may in this state be rebutted both as
Children

In England, legitimate and illegitimate children are treated differently. Every presumption not laid aside but, in certain cases, it is conclusive. When it is known that the legitimates are settled in another town, settlements in the Kirby 292

...are called derivative settlements.

The settlement of the minor follows that of his father. If a parent moves, the minor moves with him, and after the death of the father, the settlement... 528-470

Follow the mother, but the mother marries and moves. If the minor moves into another town, the minor's settlement does not follow. If she is a servant, her husband is not bound to support her children... 528-470

If a minor is under seven years of age, he may go with his mother. In the case of a ward gaining no settlement by living with his guardian notwithstanding what has been said concerning 6 years residence...

It is left to the father upon the acquisition of knowledge of the minor, and in no other way can a settlement be made. 325-8

If an infant in England may gain a settlement... 528-5

The primary (i.e., apprenticeship) by which means he becomes a major... 528-5

Derivative settlement is lost. If this becomes lost... 528-5

Manuscript and is no longer under the control of the parents. He can then take the benefit of a new... 528-5

Settlement of the father, even the he lives in the family... 528-5

The father.

How a minor may be emancipated...

A minor is emancipated when he attains full age. But... 783
Emancipation—not of course for as long as he continues to serve in the family he is not emancipated—but he may at full age be emancipated, if he please—

2. He may be emancipated by marriage for then the natural guardianship of person ceases.

3. He may be emancipated by gaining a settlement with public property of his own.

4. He may be emancipated by contracting any relation which is inconsistent with the idea of his being in a subordinate situation in his father's family as by e.

5. Lifting into the army &c.

6. A settlement may be acquired by marriage—The husband's settlement is that of the wife—but if the husband has no settlement or is a foreigner the wife's settlement is suspended during his stay in England and his ability to maintain her. In this state if the husband has no settlement or does not remain in the realm or does not live with and support his wife the settlement of the wife is not lost—it continues in favour of herself and children.
Sacrifice their honors, losses, and lives to save the nation. I have the honor of knowing the three counties. I am aware of the nature of the same, and am in favor of their people. I am therefore - in the name of humanity, to reassert the rights and the nation's interest in the state, I must state that the right of the state, and the right of the people, of the state, is to determine the fate of the state. The State - that the people, of the state, are determined to determine the fate of the state.

Be the state - under the constitution, in the state - that the people, of the state, are determined to determine the fate of the state. The State - that the people, of the state, are determined to determine the fate of the state.
65

In case the Deputy in his own name is treated as a separate office - warrants may be casually

directed to him. St. 1 Sil. 1-11 - (and a word

237
directed to the Sheriff only may be executed by the

general or the Deputies in the latter name

46 of warrant by Deputy but & execute except as a cor.

258

to a description in voice as being as if he is the

9th & his deputy to execute all legal process.
A sheriff cannot delegate his authority. He is himself the one to execute it. In his own home, for example, he may make an arrest himself. But an arrest by an agent is not good. If the defendant is not in company with him, he cannot make the arrest. The defendant is entitled to a written notice of the arrest when it is not made in company with him. If the defendant directs a warrant to be served elsewhere, he may make the arrest.

The defendant is entitled to medical relief in cases of arrest. The sheriff may have an action for false imprisonment on the false arrest. For the false arrest, he has a right to the habeas corpus. The defendant is entitled to remove the stock from the premises. Do his duty faithfully.

A bailiff is also the deputy of the sheriff. He is entitled to a reasonable share of the funds. The act being an offense, he may take the bail in his custody. There is no regularity in the right to a bailiff. It is a matter of convenience. See 121, 122, 128.

The sheriff has the right to ordain his deputies in any other place than the county, that being the place of imprisonment. See 121, 122, 128.

The sheriff being the only officer to arrest, the bailiff cannot be committed in any civil case. If he is not available, he may be committed to a different person. If he is not available, he may be committed to another sheriff. A commitment to another sheriff is not to be made except in certain cases.
The rule is that the official acts of the deputy are
1374 to save civil but not — the act of the sheriff.
Dps. their liable on them — it must be an unauthorized
1372 in order that he must be actually guilty
29 of an offence. Let it be, 1373. Sec. 574-212 and
1370 by the order, to the Deputy, it is, the Lie.
1372 d. E. and the act — non-official act — is acts not an offi-
1375 cy. (Sec. 1a) of the deputy decree an execution as.
1376 the deed and the date the May not being bri-
1376 the act is taken at the Deputy laws. Because
there does not act in pursuance of the above.
412 If the is not liable — (Sec. 1a) 1376-390-2 1831
1376 the statutes in the laws. 1 the statutes. Law.
1376 In the Deed the real of the date, the May not act.
400-2 as at law, law — the Deed is not — the resident as
1376 cable — within to execute broad. Law 8-4-3400.
1376 in the 8-2 — bailly he 2-4-30 — the called a breach of Law
the statute in mere or merely in the —
them. The conservator of the peace, in case he the clerk to be an executive officer.

2d. A keeper of conservators of the peace — in the case of an executive officer in the county. 1st. To lay: Law, he may also send an officer to bring on all who break the peace — or attempt to break the peace — or may bring them to the place of their offense if committed within the peace, and by force of a body to defend the county as may be considered. 2d. If theseTurkeys be, he may command the force of the county to assemble it to all whom he may have therein any excess peace. 3d. To serve a warrant as director of the peace. 4th. If a magistrate be not summoned the sheriff shall write the warrant of the peace and send the same to the conservator of the peace to be returned upon the warrant of the...
The sheriff or his deputy may command the person notified to appear and answer the complaint. If the person notified fails to appear, the sheriff or his deputy may proceed with the execution of the warrant without a trial. In case of great emergency, the sheriff or his deputy may authorize the execution of the warrant by a military officer. If the actions are found to obey, the sheriff shall not return that a warrant be executed.
the head of the person was attacked in the office. 2 Bac.
258 - ch. 5, 183 - 1st part 54 - see no 7. But if a person
who shall arrested by the breaking of an attempt to
be charged while in custody, and another breach
the last arrest is good if there is no collusion be-
258 tween the parties or officer in the two cases.

2 Bac. 21, 29. In the 27th. Sect. 29, the 27th. Sect. 39,
the 27th. Sect. 39, no civil process may
be served on Sunday - the service is void - and
the justice office is guilty of false imprisonment.

The sentence where a sentence is made - he may be taken on
the Sunday. Art. 26; the sentence, the judge, the attorney,
2 Bac. 2, 23, 55 - 2, see. 245 - 2, see Aug. 1028.

2 Bac. 2, see. 450. To the 450.

December - The crime is where a person is
2 Bac. under unlawful arrest to restrain, in the 2, 258,
258, either violently or privily arrest and restrain
2 Bac. 2, 23, 55 - 2, see. 245 - 2, see Aug. 1028.

The essential that an arrest
name that there be a procedure in illegal arrest - 2 Bac.
258 - 258 to arrest - the arrest must be made in pursu-
ance of lawful authority - see as it is said - Then
arrest may sometimes exist without a warrant
2 Bac. where the arrest is made by virtue of a lawful power
from the law - the law - see as that of the law of arrest.
it general had intimation of the same, when the situation
made-the arrest—had not happened. The Sp. 33
of the arrested, no warrant is issued on the motion
of the arrest, the order, unless the order is
made the arrest—no warrant issue—to a violation
of the order of the arrest—no arrest and
the order—no arrest. The court has no power the
arresting of the situation, matter—which arrest and
the order—no arrest—thus, still it is from the general
reception may be the arrest—no arrest, unless
the order of the arrest—no arrest. Letters—3
in 1798, in the 48, there there is no arrest where there
are lawful arrest. In many cases, process does not
necessarily issue from the court—also to be raised
the individual case does. The general rule therefore is
not sufficiently broad, however, all arrest made
under means process in the form. of the arrest
may not be made by the general
law rule—the rule in this must be other. The
process is issued by exception authority, that
is, in the court having jurisdiction to the subject
matter—arrest made under it is lawful (the
arrest may be an arrest, as in the
except surrendered before return of an action—decreed without considerable authority—so by a private person—on returnable & circuit cases, no praecipe issued. ex. action to, not unless a single magistrate—irregularity renders the process void here as in civil.

else a constable an officer having made an arrest—on finalreturn cannot delegate. a stranger has right to hold the presence in his own absence.

there and not the necessity in common contrary?

286 An arrest must be actually & regularly made.

else, if there can be no escape. bare words will not

be made in arrest. there must be an actual taking

of any of the body. or what is termed mortis causa

his of immediate preservation of the person & bringing him

to it — & the officer more accordingly & arrest come

in the party upon him. — if no arrest made

13.17 therefore no matter—because the party had not

to be omitted, if the officer did not lay his hand upon

which him. If one is arrested at the suit of another

291 be in court & a writ in the service of him or a

delivery to the officer. the clerks in the exception

frame of law give notice in evidence on the second word.

but of course it suffered to be at large. the officer is

tell guilt of an escape. i.e. in prison where the word

cap as well as. the property at the manner. i.e. the

false move clench to take the crime. dis-enact dependence.
The arrest must be respnsed in. From the evidence fully made - or generally the whole thing. There are liberties conceivable - the small 0 will take the on a little rent in it be made to suffice of a legal 0. 0 in a warrant - then we can see. The must be understood by authority of the office. From the order, if the warrant is directed to the arrest to in a long low of the servant actual arrestation - but the arrest last may be in the hand of a 0. However - look the of 0. It has been noted need be actually present or in sight. It all was sufficient if it is near in pursuit of the name a bad object. An arrest on the blanket being said the 250. There is not dangerous for an arrest if we ask the better person great haste - stalk. D. Eph. 454. 4. If the 95 arrest is made by breaking the window or with club, now after dwelling house - these the end. - He 251 the office having an opportunity to take a 255 refuses. Learn him - it is the entire to consider who an arrest the office, include in part of the Pts. 284 and no fracture. Ed. Eph. 131. to cord 257-255

Deaths and the Illness - Voluntary & Noligent - 284.t same.
Every person committed to prison to be kept in 284.t way. 256 - 284.t way. It is then the ther 0 influence a be or leave the size of the prison 4 a moment. Ro. - 279.401.

To the Senate: In view of the recent events in the region, it is important to address the issue of the lack of a clear and effective response. The situation is complex, involving various factors that have contributed to the current state. It is imperative to ensure that the necessary measures are taken to prevent further deterioration. The Senate must act swiftly to address the concerns and implement the required actions. Failure to do so may lead to worsened conditions and increased conflicts. It is therefore recommended that immediate steps be taken to restore peace and stability in the affected areas. The Senate should work closely with all stakeholders to ensure a comprehensive solution. The importance of this issue cannot be overstated, and urgent action is required to safeguard the interests of all parties involved.
Exempt from the law or crime. The law or crime.

But a man, being a Herion, arrested on more or

In not their own cases. The office is vested in C.T.

A state - For example, in the case concerning law

For in a man, or not to his cases. The state is vested in C.T.

For a moment, but not 200. In C.T. It is vested in C.T.

He does the other thing. They may not at the

Their presence - mine is a witness of the protestation

Against the Herion, he is. Once arrested on

The He is our own

The Herion in the case. - Damn - are

When the Herion, the action cannot be sustained.

The Herion in the case. - Damn - are

The He is our own

In a case on a grand process, the men have claim of

To Cornelius of a State, Western District, of the Longi-
But after a fact asserted on mere supposition, it is erroneous. — Rescue is no excuse in the first and a true fact made by public enemies — Rescue is re-
whole act of treason is no excuse — No rescue except that of public enemies if proven greater under the law. — The rule is the same when the latter.

2891 The rescue in final process & not committed. In these

2892 cases, i.e., where the sheriff is liable — the act may

2893 be done by either the sheriff or the rescuer. But by
delving, using his rescuer be never further remedy against

2901 the sheriff. If that be made by the sheriff, or Care.

2902 (2) a.) Kettles 98. 2 Hae 1889. Hae. 1890. Clo. 1891. 2902. 

2903. In an action ag. rescuer the jury may give at

2904 the whole or part of the full original act

2905 without manum — If part only the half may still traced 2906 by the original debtor. In an action ag. the de-

2907 fendant for an escape他就 had in con-

2908 esion of any evidence (Du. in conn.) But the half may

2909 be done by him for a false return. Dru. 212. Comb. 205-

2910 2891 St. 224. 2 26/5 — The sheriff may also have

2911 his case as the rescuer — but the 2d law is only

2912 in cases in which he is liable to & the first

2913 is liable to & the act of treason in no case in which he is liable to & the first

2914 is liable to & the act of treason in no case in which he is liable to & the first
will exception, in case the court require it, and
in case of any representation in writing, which
may occur to in the case of special fraud, the
petition is filed in paper. In the case of a bill of
sale of real estate, the difference between, the
consequence of a voluntary sale, and a sale
made with the consent of the interest, a sale
made without the interest, is, in case of voluntary
sale, the court may order the sale to be cancelled,
and the agreement, if made on paper, to be transacted
and the interest. But the act for sale
law, the fit of the nature of the case may be a
several, may have a new action, an action
as above. If the sale, sale to a new execution, and
a new execution, sale to a new

or the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
for the plaintiff return to him on the original
action at common law. Bac. 1691, 1700, 1801, 1802, 1803,
The text is not legible due to the quality of the image. It appears to be a page from a handwritten document, possibly a legal or historical text, but the content is not discernible.
An important statement is made about the declaration. It should come out in the public declaration in another way. Distance against negligent escape. For a voluntary escape the sum is considered theft or galley or slave. By negligence for the theft one. Of them the just will the under classes face the theft and select a partner. The table of the ship's crew caused. If a deck is broken up, the ship's name can be read. The original payment is recovered. The amount was based upon the occurrence. If a collision feels the occurrence as theft, the original paid is recovered. The payment as theft to the valuable good. The occurrence to read as an escape to another person. Also the person makes a false return. The event is not taken as an escape. As reads the occurrence on all when there has been none. It was more done so in order to obtain the suit. It is not subject to the return as it was named. It goes to take return of non-custodial. It may rise. For. 30. 1st. 60. 20. 70.

In brief, it is a private crime of theft the establishment theft of the fact, the county - by deed made liable - 220. For here it is the duty of the county to make the oath. There is no substitute or return. The remainder by letters is the county letter book. The facts are examined and interpreted. Petition is addressed to the superior court. 218. 30. 30. 35.
excuse - but nominal - is in dear - that the
interest to be in exchange & the estate upon a
more actual loss to the estate & there are can recoup
125 in only nominal damages - that the court
155-175 (as the clerk made payable only for the special dam
155-175 - after actual damages.) - however, the hereditary
debt, escaping in at the time of the creation of
be means of the estate - it enabled decide the ad-
omand - the debt the same would be proceeded
for the whole debt. In these cases - these in the
Tet. the insufficiency of the fact - the that I would be
225 - also liable - if the estate were alleviated by an
other actual negligence in time of the sale
250. If a creditor voluntarily discharge, removing
2482 a debt - taken in execution whether committed
75-80 or not - it can never afterward retake the
monies of the debt - the order in execution being assumed a
325-340 statute. 325-340. - 325-340 the
3482 time the discharge were in consideration of a new
2482 promise to the debt - a & the promise to be
125-140 the rule is the same - he cannot be retained nor
65, have in due on this debt but on the new promise
65-75 it may - 325-340. 2482. And this judgment
65-75 is satisfied - even the new agreement would be of
65-75 toward & related - to in remittance with.
65-75 (in the event a form corridor in the re-
executors to personal estate. They were ordered in execution & released by the act of 28th May, 1835, in the name of the estate of the decease. The debt of $1,984.32, due from the estate, is paid & the estate is released. The personal estate is entirely paid. The estate is settled & the personal estate is released. The estate is entirely paid.
The act also provided for the apprehension and imprisonment of persons who had committed certain offenses, such as theft, robbery, and assault. If a person committed a felony, they were required to provide bail or be held in custodial detention. The bail was set by the court and was intended to ensure the defendant's appearance at trial. If the defendant did not provide the bail, they would be held until the completion of the trial.

In cases where a defendant was unable to pay bail, they could be held in custodial detention. The court would then consider the defendant's ability to pay and set a reasonable bail amount. If the defendant provided the bail, they would be released from custody pending the outcome of the trial. If the defendant did not provide the bail, they would remain in custody until the completion of the trial.

In cases where a defendant was unable to pay bail, they could be held in custodial detention. The court would then consider the defendant's ability to pay and set a reasonable bail amount. If the defendant provided the bail, they would be released from custody pending the outcome of the trial. If the defendant did not provide the bail, they would remain in custody until the completion of the trial.
Sheriffs, after a voluntary make—After which date is deemed a voluntary make—(See the mode of proceeding in the Tab. 307). But the authority of the two courts extend, not in cases—in which the may in which the prisoner is committed does not exceed seventeen dollars.

This title was copied verbatim from Mr. Coole's manuscript.
General principles of administration {Executors or the duties of Executors \& administrators \& Admin.

Executors and administrators have at law nothing to do with the real estate as this descends immediately to the heir, and takes a different rent from personal estate. The law has provided for the disposal of the estate both real and personal but when the testator leaves a will this will is the rule of law for its disposal. The personal estate never goes to the heir immediately, but the legal title first vests in the executor or administrator, and the beneficial one in the heir or devisee - that is, he is trustee for the heirs legatees or creditors as the case may be. It is otherwise with real estate, there being no intervention of executor or administrator but the legal and beneficial title vests absolutely in the heir or devisee - so that ord

But the heir and devisee are liable to pay (to the amount of their respective estates) first debts upon judgment & 2d specially debts or debts on bond or debts under seal - Executors cannot be held on their persons but only on their real estate. But by the Statute of this State both heirs and devisees are made personally liable for both judgment debts and specially debts - if where a man dies leaving real estate in the value of 30,000 S and personal estate to the value of 10,000 - leaving debts on judgment & bonds to the value of 10,000
executor and simple-contract debts to the value 10,000$—here by
administration, the b.i.e. if the judgment and specially creditors should
take the personal assets in payment, the simple
contract creditors are without remedy, but courts of chancery
will allow them to stand in the shoes of the specially
creditors, and it will give them a lien upon the
real estate to the same extent (and no more) that the common
law would give specially creditors, so that in the example just
mentioned if the debt of the simple contract creditors had been
15,000$, no remedy could be given even in chancery for the
remaining 5,000$. This akin in the common law in remedy
in most of states — In this state on deficiency of personal assets
to pay all the debts whether specially or simple contract, the execu-
tor may obtain order from the court of probate to sell the real estate
for that purpose — If trespass be committed either before or
after proof of the testamentary will, the heir and not the executor
may bring an action for damages — The testator may
by his will vest power of attorney in his executor or any
other person to sell certain specified land for the payment of
his debts. Where one by his will devises to his friend his personal
estate and provides for the payment of his debts out of his real, the
b.i.e. (which under the feudal system was always anxious for the
heir) puts such a construction on it that the personal estate must
at all events be appropriated before the real estate to the payment
of the testator debts. By the common law there is priority of
debts as 1st judgment, 2nd specially — 3rd simple contract debts, but
Chancery know no priority in debts. — So where the Executors
of 5,000 L. is mortgaged for a debt of 1,000 L.
1,000 L. of Chancery will compel the heir to sell this
mortgage, that is enough of the land to discharge the
mortgage debt — that the other creditors may have been.
And remains to these creditors is called equitable assets,
and is not distributive to them by Chancery, not like
those that go to milk. "First come first served." And
the sale of real estate are called equitable assets — no estate is
assets until turned into money. — The sale of the estate
must be made by the Executor, in the actions of Deceastavit, to the extent
only of Deceastavit. — There are two kinds of debt, viz., equitable &
pecuniary. The executor holds the legal title of both (of personal estate)
but must first appropriate the pecuniary debt for the payment
of debts, afterwards the specific devises such as money in a
particular drawer or chest, a particular horse or cow, etc. And
in case all the legacies are not wanted the assets must be
appropriated first upon the pecuniary debt, then upon the spe-
cific legatee. It is the duty of the administrator to see that
the estate is distributed as the law directs, or according to
the instructions of probate courts. The will of the testator
is to be the guide of the Executor. — It is commonly the case that
there are residuary legatees to the will, but where there are no
residuary legatees — to whom does the residuum of the estate go
as to residuary real estate there can be no doubt — it is considered as
intestate estate and is distributed or inherited accordingly.
But when the testator intends to devise away all his
Administrative estate both real and personal and there remains
after all personal estate, by the C. I. the Executor lex
it. This they consider as intended by the testator as a reward for
the executor services he not being allowed any by the common
law, the language of which is that the executor is not obliged to
accept but if he does accept of the executor ship he must do the
deeds assigned without compensation—Chancery picks the same
construction on wills where the testator does not devise to (or
otherwise give) him a reward—But where a reward is given
or devised to the executor chancery will distribute or convey it as
intestate personal estate to the relation 80. So that if you examine
at law courts who must have the surplus, the answer will be
the executor—But in chancery parol evidence may be introd.
ced to prove the intention of the testator provided this intention
is not contrary to the legal construction of the will—Parol evi-
dence may be admitted for altering the legal construction against
the equitable construction. The intention of the testator when it is
consistent with the law is always the rule of construction—therefor
a misuse of technical language will not bar the intention provided
2 intentions be consistent with the law and clearly proved to be his
intention—So if a testator devises to another a piece of land to hold
in fee simple-altho the law would construe it to be an estate for life yet
it is plain the intention of the testator to be an estate to him &
his heirs assigns 80. in fee simple. But if a testator devises his library
of 50 and his heirs forever or a horse to destiny in trust standing with


It is immaterial what the word of the testator are of his intention can be got at- but it is through with the words &c. By our law no testator can give beyond the first generation in tail thenceforward all devisee must be in tenement. So parole evidence can be admitted for adding or diminishing the legal construction. There are two kinds of ambiguity viz. latent & patent. The former is where there is no ambiguity apparent in the will or devise - Here it is universally true that parole evidence may be admitted. As where a maiden lady devised to the 4 children of B. B- and as it was B. B. had 6 children parole evidence was admitted to prove which of the children she meant. Patent ambiguity is when ambiguity appears in the words or sentence of the will here no parole evidence shall be admitted to prove the construction of sentence. But where there is a doubt parole evidence may be admitted to prove the circumstances of the family as & the state of the property. So where one devises to J. S. his children. If J. S. has children they shall be joint tenants - if not the word children shall mean the same as heirs - to where J. S. devises to J. S. in tail (here on failure of heirs Tom, S. has the reversion) Tom S. devises the same estate again to Tom S. the heir of John S. - this last devise of itself would only convey to J. S. a life estate but J. S. had a life estate & no more too before then for this last devise is the conveyance of the reversion & J. S. holds the estate in fee simple. Parole evidence may be introduced to explain this devise - a devisee word (as when one devised to seniori parent) this sometimes meaning a boy & sometimes a child & child may be male or female.
So also formerly when the real estate was ambiguous meaning sometimes the whole interest the testator had in a piece of land and sometimes the property for life &c., misscription or misunderstanding may be rectifie by parole evidence but all evidence of this nature must stand well with the will.

The executor has the legal title to the personal estate of the testator and acts in the character of trustee. He is bound to apply the assets first to the payment of the testator's debts and 2d the legacies and devises according to the will of the will of the testator. If a man give a bond or deed to another it cannot be paid until all the debts are paid. The liability of the executor or administrator extends no farther than the assets by assets is meant the amount of the estate accountable to good advantage. If the executor or administrator takes less for the estate than it is worth he shall be liable for the deficiency not in the character of exec. or ad. but of wrong doer. After the personal charges are paid as has been said 1 the debts 8d. Different. So. 3d. Nat. 8d. Ch. 11 it is very important to be known as it is the basis of the distribution of real and personal estate. By the Nat. the estate of the deceased after payment of debts shall be distributed to his children but if he has no child then to his nearest of kin equal shares to equal degree of kindred. In determining who are next of kin computation must be made according to the civil laws. Next of kin in the direct line whether ascending or descending is very easily determined. In the collateral line the rule is always to count up to the common ancestor of the decedent.
and the person who inherits from deceased and downwards to the collateral kinred: according to this rule those who are within the least number of degrees from the deceased are the next of kin. Then a brother is two degrees from the proprie of collateral, and the son of this brother would be of the 3rd degree. Next of kin always take per capita - representatives always take per stirpes, the latter take as much as their ancestors would have taken. If no representatives shall be admitted among collateral kinsman after brother and sister's children. If a man leaving 5000 $ to be distributed to his 4 children, his eldest to die leaving 5 children, then 5 shall take 1000 $ each per stirpes, but if all the brothers and sisters are dead, their children shall take per capita all being of an equal degree of kinred. By Stat. 1 Sam. 2 the mother is placed in the same degree for the purpose of inheriting as the brothers and sisters. Posthumous children shall inherit for they are in law considered in esse. There is no inconvenience because the estate is not to be distributed till one year after the decease's death. Where the next of kin are an uncle and the son of an aunt - the son of an aunt cannot hold because one degree farther removed from the deceased than the uncle. Uncles and nephews are of equal degrees and take equal shares of the intestates estate. The half blood shall have a share equal of the whole blood and the next of kin on the mother's side will take equally with those of the same degree on the father's side.
EXECUTORY. The wife always takes one third of the estate.

Case of issue. Where there is issue, where not the Takes only

tribution un-

under the Act.

(being in an equal degree) may be derived a real.

Her- & Jam.

John Steele.

but if some of those who are of an equal degree

die intestate, to be read and some living the children of the

decedent shall inherit of the provisors as much

2 Rs. 215

as their immediate ancestor who'd have

in the second.

descend, and

collateral li-

ne; that is,

children,

who shall inherit of Rs. 215, be living the other two children Rs. 215 in-

heir per stirpes—taking the share of their father.

The children equ-

Ks. Ch. 34

1614 454

45.4

45.25

1614 454-5

2 Rs. 50

2 3 44

440

1 Rs. 574

uncles and nieces are in equal degree and

receive equal shares. Grandmother will take

before uncle or aunt. — As the mother

is virtually placed in the second degree with

brothers & sisters by Stat. 1 Jam. 2 if an intestate

dies leaving a mother—nieces & nieces the mother

shall not inherit the whole estate for the nieces

& nieces will hold as representatives and receive

per stirpes. The aunts, son shall not inherit

while the uncle lives—so if an intestate leaves
the children of a deceased brother and the grand-executors
children of another deceased brother the former shall have to the exclusion of the latter.

Grand children of a sister and daughter of an
aunt are in equal degree and shall share equally — a posthumous child may inherit with its mother. — The half blood share, one 3rd.

equally with the whole blood.
The grandfather is excluded in favour of

brothers and sisters. All precelemnets, except.

This rule is established as it destroys heargs leaving child
the whole repuerty of the doctrine of descent... in D x D.

There can never be a distribution of an estate to the relatives of the deceased unless there be third dead

a residuum after the debts are paid — excepting any son T?

that the wife is entitled to her dower whether... As before only

the debts can be paid or not. If the father makes a gift, as a

gift to any of his children in order to set them as his father
out in the world it is called their advancement would have take

and after the father's death the sum advanced should be deducted from their share. In this

country the money which the father has ex-

bended in giving his children a college edu-

cation has generally been considered an advan-

tement... Part of distribution in the descending

line is the same as that of Charles II.
In the collateral line our statute prefers brothers and sisters of the whole blood to those of the half blood. After the brothers and sisters of the whole blood are dead, their legal representatives are dead the estate goes to the parents, or if they are dead, it goes to the brthers and sisters of the half blood and their legal representatives. There is a blunder says Judge Price in our unequal numbers of States, respecting descent which has been copied in the great State of and sisters of the half blood and their legal representatives should have been inserted next after brothers and sisters of the half blood and after next of kin.

All the real property in this and most of the States descends in the same manner as personal estate.

In the descending line every kind of real property, descends with what the property acquired by descent devise or by gift from some ancestor or kindred.

In the descending line every kind of real property, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course.

After the death of Jotham, the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on the same line, the real property acquired by descent devise or by gift from some ancestor or kindred, descends to the real estate in the same course. If the descending line be on th
execute in favour of brothers and sisters and their legal representatives of the whole blood. If there are no brothers and sisters of the whole blood, the estate goes to the parents; if no parents it goes to the brothers and sisters of the half blood. But the other descendants of the whole blood do not of course exclude that of the half blood. The former exclude, not excepting the latter only when they are in equal or nearly equal degrees of kinship. The phrase “of the blood” in feudal times meant lineal descendants only but in our statute it means related by the feudal system. The estate descends when there were no descendants, Tom, Dick, and Harry.

In Dower, personal property descends according to the Statute of Char. II. In that State real property acquired by the father of the testator has no lineal descendants. On failure of these it goes to brothers and sisters. If some or all of these die leaving children, the children always take per stirpes and never per capita. Real estate acquired by descent devise or gift must always go to the blood from whom it came. Brothers and sisters of the half blood are upon an equal footing with those of the whole blood and take in equal shares with them. The testate, Dower, and partition of intestate estates which relate to the duties of administrators, it come now.
Liabilities to speak of testate estate—which relate to the declarant's
who has such dominion
care of his property, that he may dispose of it
as he sees fit, at his discretion. The executor therefore must be
executed by the will of the deceased, in distributing
the estate. I am now supposing the estate of the
of the testator sufficient to pay all debts, legacies,
good shares.

By 'legacy' is meant a disposal of personal estate
by will, by devise is meant a disposal of real
and all the rest of the estate by will. The legal title to a legacy vests in

15. Any estate given to the executor. The legatee has no right to the leg-
acy till the consent of the executor, or the consent of the executor,
with the will of the testator, or of the testator, or of the testator,
without the will of the testator.

16. If the executor refuses to deliver the legacy
or, if the legatee, after the debts are paid, refuses to accept
of the estate, given to the executor, in case of after-debts.

17. If the executor refuses to deliver the legacy
the legatee may bring an action against the executor an
action of trover on the ground of theft.

17. A specific legacy or a specific a specific
or a specific.

George Edmunds,

A specific legacy is one that can be
identified, as a horse 8c. A pecuniary legacy is one
equal share, by that cannot be identified, as when a man gives a

sum of money, one of his sheep 8c. The executor is
first to pay the debts of the deceased, then the specific
sum of money afterwards the pecuniary legacies. Suppose after

both.

all there remains 1000£. If there is a remaining legate
he will take it - if evidently left out of the will or Executors'.

But where there is a residuum not apparently for demand as the

the Executor by the latter will hold it: he has

the legal title, but who has the equitable title or

beneficial interest - His title seems to be nearly, if demand

the same as the funder's title to the goods found

of the remainder, not

have adopted a rule something
different, that is, if it can be collected from the

will that the testator had no idea of the Executors their

having it, it shall be distributed to next of kin -

What would the testator say if he were alive and

were asked what should be done with the 1000 £

were disposed of. By the common law the Executor 10th, 515

is not allowed anything for his trouble and ex-

penses. If therefore the Executor be well provided 12th, 378-4

for the will it is presumed that the testator did

intend to give it to the executor - this presumption 8th, 226

may be rebutted by parol proof, it must of mourning 217, 41-461

clothes or a gold is not considered as going towards

pay for his trouble - not an implied reward. There

is a case in which it seems says judge Reeve that

of the residuum

the distributing to the next of kin would not cor-

respond with the intention of the testator as where the

estate is devised principally to the friends and a
small sum as a shilling or the like is given to each of the next of kin. Although this seems to contradict the general principle that the intention of the testator ought to guide, yet this is established as law. — Suppose in the second place the estate will not pay the debts and all the legacies. It is a rule in this case that the specific legacies shall be paid next after the debts. And if paid by the pecuniary legatee the executor may plead plena administratio. Where a specific legacy is lost without the fault of the executor, that legatee must sustain the whole loss. If a testator devises to one and charges him to pay out of his estate 500 £ to his sister, the executor must regard the last as a pecuniary legacy and see that it is executed. If last be devised in these circumstances the executor can have nothing to do with it because the life of a land vests immediately in the devisee. Suppose the debts and specific legacies are paid and not enough left to pay all the pecuniary legacies, the rule is that the pecuniary legacies must all be paid in proportion. The executor is not bound to pay any legacy until the legatee gives security to reimburse in case another debt should arise afterwards. Where legacies were left to several as A, B, C, &c., to be paid when in the will it is to have his legacy at all events, have the rule that pecuniary, one to abide is adhered to until the
general principle that the intention of the testator is to guide all other clauses. The executor may sell all the estate, specific legacies, and pay the legatees their value in specie. If the executor omits paying any legacy he is liable for breach of trust. Suppose a debt arises after the legacies are all paid and nothing left to pay it with, and no bond had been given to receive a refundment must the executor pay it out of his own estate? If he did not know of the debt at the time of distribution equity will suffer him to come upon the pecuniary legatees to refund—Ch. 170, whether the executor knew of the debt or not if he can persuade the creditor to come upon the legatee by demand, the creditor may recover and the executor be discharged—otherwise, the executor is liable out of his own estate to pay the debt. In this state the executor is not subject to the rigour of the law because the creditors must exhibit their claims reasonably or be defeated. It was formerly law that whenever a legacy was given to a creditor of the deceased it went towards satisfaction of the debt, but this rule has since then undergone a total revolution and was in the opinion of judge Heere an unnatural rule. Soon after this rule was established it was held that the legacy must be of the same kind with the debt, or bring it within the rule—justum genus.
Legacies

Afterwards the legacy must be payable at the time the debt is due to bring it within the rule. After this there was a case where one devised to his creditor ag.

1800-256

Then a case occurred where one devised to his natural son. Subsequently finally said as

1800-275-295

Among other things that the testator may be found useful if right too. In short the rule is there is any is totally different from what it was. The wife may be barred of dower by accepting a jointure or the may receive dower by refusing a jointure at her pleasure. Accumulation of legacies is where the same person takes two or more legacies — as if

1800-425-459

A devise to be paid in cattle horses &c. if devises not to be paid in cattle horses &c. it will not bar a devise of 100L to be paid in money. The both are in the same instrument. Also the same value to be paid in the same species of property devise in different instruments will accumulate.

A will may be valid and one or more of the legacies may be barred of recovery — as when a testator revoke it in the same or another instrument — or A
common law a devise may be permitted by harde 
cassette evidence. If the legacy is destroyed by any means &c. 
and as by the inevitable providence of God, in this case 
there is no obligation on the executor to make up 
the loss. Where a ship was given as a legacy while 
swimborne at sea and before she returned was rebuilt with 
none of her former timber but the keel,—Sure Judge 
theron repeated the anecdote of a bishop and boy, the 
latter having a pantaloon which he said was the same 
he had formerly the; there had been 4 blades to the knife 
successively and 6 handles—the Bishop declare it was 
ot the same knife. A case occurred in Berkshire county 
where a man devised a mill to another as long as it 
would run. It appeared that no part of the mill was 
composed of the same identical materials as when 
devised except one of the wheels or suchlike.—The case 
was not decided but withdrawn. A barn was 
devised with the corn in it. The testator recovered and 
some years after died leaving the same will but 
the corn was in the barn was not the same. The 
Elementary writers say he will take it if there is no more 
than what was devised at first. But Judge Reeve says 
they have not gone upon the right principle. A 
testator may devise bonds, notes etc. but suppose the 
testator lives after the will is made and the bond is 
taken up by the testator.—The rule is that if the
A deed voluntarily settles up the bond the devisee shall hold against the estate as a pecuniary legatee but if the payment of the bond had been compulsory — that is by course of law it is presumed that the testator intended to demand the legacy. If the testator calls in money on account, his being likely to become a bankrupt — or to prevent himself from becoming a bankrupt, it will not work no abatement. At present there seems to be very little distinction between voluntary and compulsory payment with regard to working or not working abatement. If the testator having made a will while sick afterwards recovers and dies the legatee or legatees what he proposed to do by the will it is presumed to be a revocation of that particular legacy. Or where the testator devises to his daughter and before he dies she marries and obtains a settlement. Or where the testator devises to his eldest son 400£ to build a house with and before the testator dies, the son builds a house and is supplied with money to pay for it. In both of these cases there is sufficient cause of abatement. Whenever a legacy is made in general terms as if one devises to all her personal estate all the personal estate which he possessed at his death whether more or less than when the will was made passes...
to the legatees. Altho' the intention of the testator. Executors
in the general principle yet their intention is sub-
ject to principles of policy. It is a matter of con-
vinced that all the personal property should
pass by these general terms for otherwise a man
must be continually receiving his will—and it is
perfectly right and just as the law is established. *Vern. 16. 685*
It is otherwise with real estate which if acquired
after the will is made must be considered and dis-
tributed as intestate estate. — Where a man dfe. 1755 1754 1775
leaves a library or household goods—in these words, *All. 289*
I give my library—household goods or the like
only so much as he held at the date of the
will—will pass to the devisee. Where wills are
republished all real estate in the testator's pos-
session at the date of the repub. will must pass
both the devisee and heir in Litchfield and after
making this will and before republishing it
he purchased land in Harrington with Harr-
ington land will not pass. *Ed. devise to
his son Joseph—this Joseph dies—another son is born
and his name is Joseph—this will republishes this
call is good and the devisee will pass. John only at
present having in Litchfield devise to the town he leaves
afterwards move to Harrington and dies—what town
has the devisee? Litchfield. Arran on a rich Ed.
devises to his three children 1000£ each, before his death he has 2 more children. The two last do not take by devise. If the man be not sick at the time of making devise, the two last will take by devise because the parent may reasonably expect to have more children. If a stranger—an old bachelor—his will devises to the 3 children of J. S. here only the 3 children spoken of take by devise because he might have devised to them in consideration of their individual affection for him—but a parent is supposed in law to have the same affection for all his children: Yet the current of ancient authorities seems to be that the father gives only to children in esse at the time of making his devise Judge Grove doubts the correctness of the principle upon which these authorities are founded. There is says he a tacit condition in a devise of this kind. A true and partible contradictory decisions on this point. A posthumous child not contemplated in the will is sufficient cause of revocation of the will. If in the case before mentioned the stranger devises to the children of J. S. generally nothing particular a guarantee will them if other the case—all the children will take. If one devise to the children of J. S. these children take per capita and not per stirpes. If there are no children
the legacy goes to the grandchildren per stirpes. Executors

If one devise to the steward in a & Adm. the devise would be void because of the intent of the testator. The estate would be distributed as the testator directs. Where one devise to his heir at 820-905 poor relations it would be void. 2 Vern. 526

A legacy is said to be lapsing when it goes back into the estate of the testator. A legacy will lapse Pr. Ch. 470 if given to a minor heir - there being no description. 2 Vern. 287-318 persons, but will pass if given over. A legacy may lapse if the legatee die afterwards - Leatham in present seat in future is the maxim of the law. 2 Vern. 547

If one gives in his will 302 to the to be paid at 21 years of age - and dies before that time it is a legacy. 2 Vern. 415 252

If the words are these I give to A 303 at 21 years of age it is a lapsing legacy. 2 Vern. 675

This distinction says judge there is too nice. - Pr. Ch. x

Annuity Interest payable yearly on legacy makes it void. 1 At. 562. 2 Vern. 575

If one devises to his children at 50 L each piece but if A dies it to take his part - Here there being no limitation as to the time of the death Leamy and Pr. 821. 2 Vern. 475 have adopted the rule that if A dies, or a marriage it is to be given over - but if afterwards it is a lapsing legacy. This is if it devises to be at 21 or marriage, if given over in case of death it will pass.
As to conditional legacies, the general rule is that when the condition is precedent but where subsequent.

Where the conditions are illegal or unlawful legacies will vest the condition be not performed. It is unreasonable to impose restraints in any case - as if one devise to another on condition of his not marrying at all - here the legacy is good the condition be not performed - so if the condition are that the legatee shall not marry one of a particular profession as a lawyer or a minister the legacy will vest just as if there had been no condition. And it makes no difference whether it is given over or not. These two cases stand upon the same ground. One exception only to the two cases above mentioned is. Where a man leaves a wife and children with a legacy to the wife on condition of her not marrying - as he may not with his children to be under the control of another - here the legacy does not vest until the conditions be performed. The devisor can in this case lay restraints upon his own widow. But he must have children of his own. Where restraints upon marriage without consent are limited at 21 it may be reasonable.
So a man may in his devise make the condition that the devisee (his daughter) shall not marry a particular man—a man specified in the will. But if the conditions of the legacy are generally a restraint in terrors—bute if the legacy is given over the conditions must be performed to make the legacy vest. The same words may take a different construction according as the property is real or personal. One says in his will I give my horse to Tom or Jane. Here the horse vests absolutely in the devisee—But he says in the same words I give my farm Blackaloon to John Hiles. Here John Hiles by the English law takes only a life estate—it afterwards goes to the heirs of the testator. In deeds it is necessary in order to convey an estate in fee simple that heirs, assigns &c. be expressed but in this country the words heirs &c. are not necessary in wills to convey an estate in fee simple where the intention is to be the rule of construction. A testator says I give besides my clock look here it is evident he meant the 100L & the clock too should pass. There is a case in one of the books where one devised to a clock & out of this 50L to be—here it was finally decided that it should take nothing,
The way Judge Reeve it seems they in the
case moved from the true principles
of giving to to as trustee to distribute to his
friends and relations according to his discretion.
This the law admits, but at the same time
that distribution is liable to be overturned by
Courts of Chancery. A has a daughter by his
wife—marries a second wife and has a daughter
also by her, in making her will he devises to
them $1000 to be distributed to them according
to discretion—she gives her daughter in her
only $100—Chancery interferes. A devises to B
$100 to be distributed according to directions in a
note kept in such a drawer—no note was
found. Sir W. took the $100 acc. to strict legal
construction not because he had a right to it
but because he had the legal title and no one
the equitable title. The soundness of the doctrine
is to be questioned. Why might the not be trusted
as an executor and see it distributed to her
heirs. John A. devises to A $100 to B
$100 and to B acc. to the discretion of the
Executor—on application to Chancery it was
decided that it should have $100 and the rest
($500 in all) distributed by statute. Adam
paid for the payment of debts. In England the per-
personal property must at all events be appropriated Executors...

as far as it will go to the payment of debts and Administr.

afterwards the real estate. This is a part of the

feudal system remaining in the law. It is

otherwise in this state. Here land devised to

pay debts may be appropriated first. The law

is such now that a man may give his personal

estate for the use of one and remainder to anoth-

er. This obtains in respect to such kind of personal

property as is not won't out or spent by using

as books, plate &c. &c. If one devise a flock of sheep

for a hogshead of wine, for life and remainder, and

they are not preserved nothing can be done

to secure their value to the remainder man. J.S.

gave to D. Post for her use and remainder to B.

If the interest of D. FSM had been enough to sup-

port her the principal would have been reserved

for B, but as it was she used from the principal

the remainder went to B. Personal property cannot

be entailed. ... Donatio causa mortis or a gift

in contemplation of death may be made by parole,

the property must be specific not necessary —
cannot take effect if the donor gets well — must

not be invented by the executor who is obliged
to give it up when called for by the donee. It has

been very much contested whether a shop in action.
could be devised. A bond at common law is not negotiable. In whose name then can the legatee or holder sue. — If the bond is given as a legacy and involuntarily paid it is all well and the legatee can hold against all claimants. Why then may not the legatee compel the payment? Why may not one in the name of the executor having previously given security not bring any expense upon the executor? Undoubtedly he may.

A chose in action cannot be donated causa mortis. It has been observed that that personal property could not be entailed. There is one species of personal property different from the rest — that is a lease. A lease may be devised to it during life, remainder to be during life & so on to as many as the testator pleases; but the legatee — to take must have been in use at the time of the devise. This is as far as the law will warrant. But in point of principle I do not see why a remainder may not be given to one not in esse — as if one give test for life remainder to his eldest son who is unborn. — If the donees are all in esse it is no matter how many of them there are — (bandle lighted and burning at the same time). One gives in general terms his plate to do — remainder to B — How shall B know he has got all the plate which a had
of the taker, for life may be compelled at anytime. Executors
during his life to take an inventory of the guar.
& Admin.
istry of State in the Court of Chancery. Real es-
tate may be subject to the payment of a legacy. 15th 414
as where bond or specially creditors take all the 3rd 222,
personal estate. Here the legatees may come up
on the heir to the same extent the specially
creditors might.

As to the time at which the legacy is to be
paid it fixed in the will, that is the true time. 25th 414
If it is not fixed in the will the law allows one
year for the Executor to convert the estate to
money & then to pay the legacy. It leaves a legacy
for an infant to be paid at 21. — To die at 15. 25th 31-119-285
accordiing to what was said before this is a vested
legacy & must be paid to the infant's administrator
but the contrary is the case if the legacy is given
over here it shall not be paid to the administrator of
the infant but to him in whose it was to be paid in
case of the infant's death.

The law respecting interest upon legacies is that
where the legacy becomes due at the end of one
year after the testator's death interest shall accrue
from the time demanded. If not demanded before the end of the year.
yet the legatee may after the end of the year when
the personalty demanded or not institute a suit a-
gainst the Executor—So suit can be instituted
against the treasurer of a state or town or bor-
hundin without a previous demand. It left a
legacy to B—B being at sea did not return till
after some years. The court would not give him
interest upon the legacy—for it was the legatee's
pluty to make a demand for the legacy—this was
not done—and perhaps the money had been ly-
ing by for some time—ready for the legatee.—
There is one exception to this rule—Where a leg-
acy is left to a minor who has no parent or guar-
ator—Here the Executor must keep the legacy
till he becomes age and account to minor for the interest of it. A

1. 2d Thor. 104
2. 2d Thor. 405

3. 4th 101
4. 2d Thor. 630 ob. If the legacy be left by the father to his minor son
5. 2d 333
6. 2d 316

Interest will accrue—it is otherwise if the legacy be
given by a stranger or any other relation but the
father. There appears not to be a sufficient dis-
stinction in point of principle. Says the judge be-
tween the limitation to one year by law in the
payment of legacies—and the limitation by the will
of the testator. But by the preceding cases—If A reviv
of the testator. But by the preceding cases—If A reviv
to B. A son who is not his son, B has no guardian or
baronst. the executor keeps the legacy till the leg- executors
ate be 21 and accounts with him for interest.
but if a baronst devise to his son who has maintaine
without the interest no interest is paid. — when
a legacy is in a way to increase immediately a bul. 270
not or bond upon interest the interest is reck-
and from the death of the testator.
there is no statute of limitations prescribing
a lime beyond which a legacy cannot be paid. bul. 273
yet lapse of time may raise a presumption a.
2 vern. 21
against the legatee. a not of hand given to sir. 481
starr of goshen when the limitation to notes of
hand was 25 years. the executor of the page
funding a note among the testator's papers put it
in suit. a. billboards 26 years after it was given.
this length of time added to what appeared in court
rig that the page had always been careful for money
and had several times borrowed money of starr
and returned it again with interest were the
grounds on which the court gave judgment
against the executor. some years after the re-
cept was found showing that the note was lost.
sh the born. law is in england (and there has
been no decisions to the contrary in this country)
the repugnant to our notions of good principles of law. 485
the executor cannot safely pay a legacy to the father.
...
the legatee taking the process in hand as he might Executors.

before the bond was given. In the one case the bond

is as a security for the legacy, in the other the bond

is in lieu of the legacy. A legacy is not recoverable

at common law courts but in courts of chancery

and their court go upon the ground of making a

trustee do his duty. Yet if the executor promise

to pay the legacy it is recoverable at common law

on the ground of this promise - But this promise

must now be made in writing - and upon some

consideration - in other case assets are viewed as

sufficient consideration. If a legacy be given ch-

arged upon land or real estate the executor has noth-

ing to do with it. Here the heir or whoever takes

the land becomes trustee for the legatee and

chancery will compel him to pay the legacy.

This is the practice in England: In Connecticut -

the practice is to sue for a legacy in courts of com-

mon law in lieu of chancery or Probate courts.

If the legacy be a specific one & the Executor hath

asserted the action must be brought before com-

mon law courts on the ground of tort. What defence

is the executor to make before the court. The plea

must be plena administratio. - If A leaves a lega-

cy to B of $1000 each - the executor has paid

all the debts and specific legacies and has $1500 left.
Assets

The executor being brought into chancery by the
legatees must plead tender of good faith and
done his plea with plena administrat.

As to the payment of debts. There are two kinds
of assets viz. Legal & Equitable. Legal assets are
such as are to be paid according to some rank or
priority and come into the possession of the executor
immediately upon the death of the testator & without
the intervention of chancery. Equitable assets are
such as (according to the old idea) the executor
could not get at without the intervention of
chancery. At present equitable assets are extended
somewhat to include not only what is got at by
degrees of chancery but what comes into the ex-
cutor's hands by sale of real estate and the pay-
ment of a bond with mortgaged security.

Judge derived to J. Doe Blakene for the payment of
his debts. Place to take the surplus—there being no
2 Vend. 154.

The executor by a decree in chancery is ordered
to sell the estate (Blackacre). The assets of this sale
are called equitable assets. In priority of debts
takes place as to equitable assets. All the cred-
itors simple contract as well as specially and
judgment creditors come in for proportionable
payment in case the estate does not hold out.
Again it is devise to his executor for the payment of his debts a piece of land he is willing to dispose of it for the payment of the debts. The acreage of this also are equitable assets the without the interposition of bankruptcy. Real assets (or real estate) are liable to pay specially judgment so debts but simple contract debts. Where the specially so creditors take personal property to satisfy their own debts and there remains not enough to pay the simple contract creditors then by decree of bankruptcy the simple contract creditors will be allowed to come upon the real estate to the same extent (that is to the same value) that the specially so creditors would have done. This is called marshalling assets. As far as respects legacies the English law is the same as ours but as to the debts of the testator very different. In commonwealth the law lays hold of real estates and if devised for the payment of debts they may be taken first. Emblements are considered as personal property there are not strictly appendages of the real estate emblements are such growth of the land as could not be produced without labour as wheat corn oats etc. What is spontaneous growth (thus by labour capable of being increased in quantity) as grapes is not considered emblements there may be others.
A bond is not assets till paid up. Suppose the executer neglects to collect or even give up the bond to the debtor. - if the executer be sued why cannot he plead plena administravit - he has no assets. He may be sued before chancery for breach of trust and then he may, if the case be pleaded or show that the bond was not good. - John Siler appoints an executor to his estate. As the law was former by the executors debt was released but now it seems to be understood that he shall not withhold it from the creditor of the estate this he may from the legatees. Where an administrator is a debtor, the debt is not released but even if the debt & legacies are all paid it is to be distributed to the next of kin. Why then should an executor. It is for the same reason that the executor has the residuum of an estate because he has the legal title and no one having the equitable title can sue for it. - It is the business of an executor to sue for all the debt of the testator. But the executor cannot sue himself. There is no good reason says the judge why the executor as well as the administrator may not be compelled to pay his own debt either to the legatees if their legacies are not otherwise paid or to the next of kin. The equity of redemption of lands mortgaged in fee is equitable assets for the creditors can have no relief from it but in a court of Equity.
If the land is perfected to the testator it goes to the Executors, and not to the heirs, because it was a security for personal estate. Priority of debts vary. 1. Funeral charges. 2. Brown debts — i.e. debts due the thing on record or specially. 3. Debts on record or judgment debt; and debts for which real estate is mortgaged. 4. Special debts as bonds, covenants, &c. under seal. 5. Simple contract debts — as notes unsealed and verbal promises. Suppose all the funeral, crown, judgment debts are paid, and all the debts on bonds but two — enough is left to pay one of them — which must the executor pay first. If he is not one of them — this one must be paid. In 2d term, but it is held that the amount be commingled by one the executor may confer judgment to the other and pay him first. An executor may be excused when he pays a simple contract debt before the specialty debts are all paid, as when he is not knowing to any specialty debt, but not if he pays simple contract debts before judgment debts — where the debts are supposed to be known or they are upon public record. In the former case, the specialty debts cannot be known to the executor without a suit commenced. Priority of debts in most of the States is done away — this system was broken down at once in this State by statute, no priority being allowed except with funeral ex-
-pens. 2. Debts due the public & sickness debts such as apothecaries and physicians bills. By sickness debts our courts have construed to mean last sickness debts. If the person gets well (after being sick) debts contracted during this sickness for medicine nursing &c are upon the second footing with other debts. After the body of the testator is deposited in the grave and the funeral expenses paid it is the duty of the executor or administrator to go to the court of probate to represent the estate either insolvent or otherwise as it may appear to them that is that the estate both personal and real is not sufficient to pay the debts of the deceased. Where it is doubtful it is best to represent it insolvent because if it is not so no evil will arise but if it proves insolvent when represented otherwise the executor or administrator must advance property from his own personal pecuniary. This court after the will is proved appoints commissioners to examine the claims of creditors to the estate. Whatever claims they reject as not proved they reject conclusively there being other resort except where estate is discovered afterwards this after the estate has been distributed. In this case the commissioners are to be called again and new claims may be exhibited and if admitted
They shall be advanced in the same proportion as Executors. The other claims were before this new discovered Admin. estate is averaged upon the estate claims of all the creditors. This is supervening the estate to be insolvent. The executor or administrator may contest what the commissioners have allowed. If successful he must represent to the court of probate and have the commissioners called again and have a new average—struck by court. But what if the executor be sued? If the estate was exactly enough to pay the funeral, sickness & public debts he may plead plena administravit. But if enough to pay part of the debt of each creditor he cannot plead plena administravit—but must plead the doings of the court of probate. A debtor leaving his creditor only 6d in the pound after the estate was settled it was discovered that the deceased had a ticket in a lottery in England, which drew a prize of 1000£. Upon discovering this it is the duty of the Executor to inventory it and represent to the court of probate who will strike an average—as before and perhaps satisfy all the claims against the estate. But suppose the executor or administrator—will not do it—will take no notice of this new discovered property? He may be sued upon the bond which
always remains in the court of probate. It is generally true that all debts in connexion with are put upon the same footing. But suppose a creditor by legal diligence has obtained a mortgage or an attachment as security for his debt must his debt abide in case of deficiency of assets. The equity of redemption in case of mortgage is not destroyed yet his debt shall not abide on the rest of the creditor. As where a ship was attached the owner being afterwards a bankrupt it was decided that the creditor who attached the ship should hold to the full amount of his debt. In cases of the same nature have been decided before this court and one in Windham county in that State. The cases with respect to bankrupts and dead persons are in this respect similar. A voluntary bond or a bond without consideration is to be paid next after the legatee debts and before the legatee. Voluntary bonds must be proved to be so by the commissioners and represented by the commissioners to the court of probate. Suppose a testator makes a will but appoints no executor; as is often the case the court of probate will in this case appoint an administrator or in testamens annexed the will be the case where the executor named in the
will is incapable — or refuses to act. By Statute Executors. Executors are appointed Administrators. The widow or next of kin is said to be the person. By this indefinite expression it is supposed to be left to the discretion of the court to choose which shall be appointed. If the wife die the husband is to be the Administrator of the estate. There is no statute nor lease to prevent married women from being appointed administrators to "next of kin," but owing to the influence which the husband may have over her single "next of kin" are usually preferred. It is frequently the case that two administrators are appointed — but not to have separate parts of the estate assigned to them — unless some part of the estate lies in one county and some in another. For their greater convenience, one or administrators may be appointed for each part. This practice is not uncommon in England. The right to administration depends upon statute, principally upon the Statute of Henry VIII. Where a person dies intestate the legal title to his estate does not vest any where till letters of administration are taken from the proctor or probate court. These make his duty to th'powers relate back to the death of the intestate. In appointing administrators courts of probate exercise a kind of discretion — yet relief may undoubtedly be had against their appointment.
These courts have generally preferred the descendency line in their appointment of administrators so also the whole blood to half. In one instance—however where there were 10 brothers & sisters of the whole blood the court gave the administratorship to a sister of the half blood. Suppose the next of kin is a minor? He may be appointed but cannot act till 21 years. In this case an administrator during minority. This kind of administration must not be next of kin and it is common to appoint a creditor. So if an administrator dies—no obligation to appoint next of kin to succeed him. In England an administrator is obliged to give bonds for the faithful discharge of his duty. He cannot therefore be appointed till 21 years of age, but an executor may be appointed at any time but cannot act till 17—not therefore obliged to give bonds. The grounds of not requiring bonds of an executor is that special confidence was reposed in him by the testator—indeed the law does not doubt but that justice would be done. By our statute an executor may act when 17 years of age—an executor must give bonds for the faithful discharge of his duty—therefore an executor at the age of 17 may give bonds—contrary to the established rules of the common law. But by the common law, where a legacy is to be paid sometime
afterwards Chancery will require the executor of Executors by

will to give bonds whether he be an adult or a minor. Administror:

sometimes an executor will be required to 20 Ch. 152

Chancery give bonds when he is thought to be a person of

confidence. More poverty is not considered a ground of requiring bonds. By the law, the executor or administrator is to make an

inventory of the estate and deposit in Chancery. In 1632 the court of Probate appoint appraiser of the estate. The executor or administrator is not accountable for the full amount of the appraisal but only for the real value. Yet if he hath sold articles for less than their value he

may be sued on the bond. The appraisal can be of little use but the inventory made out by the appraiser furnishes the court with the number of articles of the estate so that the executor is accountable for all than the not of their appraised value. It is the duty of the court of probate to rectify letters of administration, when the administrator become a lunatic or when a will is found.

due to the rights and powers of an administrator.

Then are the same as of an executor. Suppose 5 Ch. 9

two administrators be appointed and one dies the

right of administration is transferred to the sur-

divor. Power of attorney may be vested in an administrator or ex.
Appointment Where two executors are appointed for one estate, the act of one of them is as valid as if both acted. It is otherwise with the administrators, where two are appointed. Here both must agreat to make an act valid. Thus a release of debt or sale of property by one executor is valid; but, sale of property by one of two administrators can be avoided, — suppose one executor dies before distribution of the estate. Here his executor may be an executor to the first — but his administrator cannot be administrator to the first. The administrator have actions for all the personal contracts of the testator. No action can be had for personal injuries done to the testator — as for assault and battery — slander &c. No action will lie generally for such injuries as do not affect the assets, directly as where by battery the testator or uncles late by was broke; here no action can be had unless the personal property was diminished as much as the amount of the surgeon's bill. Action personal — murder — even personal. Neither can any action be brought against the executor or administrator for the personal injuries done by the decedent. The executor is not answerable for the torts of the testator — unless the assets are benefitted by such tort — as if the testator had shot his neighbour who
But if the testator had taken the horse away it is presumed that the estate is benefited and an action would lie whether the horse was actually sold by the testator or is now in the possession of the Executor. — In the latter case an action of trover would lie — so if the testator had taken a load of wheat from the field of his neighbour an action would lie against the executor on the ground perhaps of trespass in law but if the testator had sold it a load of wheat by which it means it is destroyed no action could be brought.

In both these cases equity would seem to entitle the sufferer to damages and the time will come when the judge, wise when courts will give damages in the one case as well as the other. The cases mentioned above are equally applicable to an administrator and intestate.

As to the personal trust of a testator the executor has nothing to do with them — as bad as a horse to J.S. J.S. dies and B comes and claims the horse of the executor of J.S. Here if the Executor makes a wrong preference he is liable. 8c a

Of dies and appoints B (being his executor) his executor.

By the common law debts of a superior degree were to be paid first before he himself. Of debts of the same degree he was entitled for his own in preference to all others.
and this whether due immediately or not. All chattels real and personal come to the executor or administrator, in some way or other. Chattels real in Connecticut are not of much value except those of leases for years—but there is room for some difficulty in this stock on account of our courts having refused long leases real property and short leases personal property.

"Judge Hovey says he has endeavored to find out from the books why an "lease is so often for the term of 99-999 the years rather than a for a round number of years as 100-1000 etc. but never could find any reason assigned—the he says undoubtedly there was one of leases black act to be for the life of C—to die before C—what is to be done with the interest in this lease. It cannot go to the executor to make up assets because it is real property and there is personal enough to pay all debt, legacies etc. It cannot go to the lessor—because he is paid for the lease during the life of C & C is yet alive. It cannot go to the heir because—a life estate is not an estate of inheritance—Emblements go with the real property if it can be gathered from the will that the intention of the testator—otherwise they are personal and go "

Sec State.

"Baths, 13

Lowers, when to make up assets. — Edie mill, iron ovens etc. With 28-34-5 are usually reckoned personal property. There is one species of personal property different from
all other viz. the Paraphernalia or goods at Executors' disposal. They do not pass to the executors & Admins:
until all the rest of the personal property is exhausted. There are two kinds of Paraphernalia viz. 1 Bed-
bedding & clothing suitable to her condition in life. 2 Ornaments such as Trinkets jewels watches
etc. These are not part of the husband's estate - they cannot by him be devised away though he may
have them in his lifetime or pay his debts; nor are they to be inventoried with the personal prop-
erty. As to the 1st kind they can by no means be taken from her in any case. The 2nd vest in the
wife after the husband decease, yet after all the personal fund has been exhausted - and there are debts remaining these may be taken by the executor or may be sued for by the creditor. They cannot be taken away for the payment of voluntary debt or legacies. Be her right is superior to
them. She is viewed as a creditor when her jewels 8th 570-575
be have been pledged by her husband - and there is personal property enough to pay these debts of
her husband besides. (altered 200%). Where real es-
tate is devised for the payment of the debts and 8th 369
her Paraphernalia have gone into the personal fund: she as creditor in equity may go against
the real estate to the value of her Paraph. if less than the speciali
A special case of debt taken from the personal fund.

The same is the case if the land goes to the heir and the special debts to creditors take from the personal fund. — The chancery will interfere (sometimes when the wife has a predilection for her jewels) and prevent them from being alienated when she might have had the value of them from the real estate. This is law as it is in Eng.

A question perhaps may be raised here whether in this state where an order may be had from the court of probate to sell the real estate if the personal will not pay the debts whether the executor may take the paraphernalia of the testator's wife before the real estate is exhausted, the decision of Judge Rive is not remembered.

It is always presumed that the executor does his duty, does right, it belongs to the other party in any suit to show he has done wrong.

If he leaves out of the inventory any of the personal estate he is liable to an action of breach of bond — but suppose he had, before making the inventory, sold a note of over worth £80 and had paid a legacy of £80? — so recovery can be had if there proves to be property enough to pay the debt.

Bilagio — unless it can be proved that the oxen were worth more than that sum viz. £80.
The testator leaves a bond against it—of it is in
solvent. The executor must use discretion—per
Executor

helps put it off till it has acquired property—and
whenever it is obtained it must be distributed as
before directed. By the English law the costs of suit
are to be paid by the executor or administrator
whether plaintiff or defendant, successful or not.
but in the state costs are in case of defeat to be
paid from the estate of the deceased. But advice
must first be had from the prorogative court.
The executor may may be sued in his personal
or official capacity as the case may require.
The executor can never be arrested—the process
must be by summons. Judge Reeve here men-
tioned a case where an executor in New York was
arrested—the executor brought a suit of assault
and battery before a court in the state—he Judge
Reeve being counsel on one part. In this case
this principle (the collateral) was established viz:
that the common law is presumed to prevail in
all the states of the Union—unless proved to the con-
trary.

As to an Executor De son tort

An executor of his own wrong is one who under-
takes to deal with the property of the deceased as
if it were his own he won the rightful executor.
De son tort as if retain property to satisfy his own debt—sell the tenant's property or collect debts. If he be sued by a creditor he is answerable only to the extent of assets in his hands unless he make a false plea as where a Mitcreditor sued an executor de son tort. And this executor is pleading that he had nothing to do with the estate—it was proved against him that he had sold a beestead value 15s. She was compelled to pay the whole cost whereas if he had pleaded tender of assets viz 15s he would have saved at least 59.25L. When an executor de son tort is sued by the rightful executor he is answerable for the whole damages. as if the former had sold a horse for half its value he is answerable for the full value. In both it is not possible that law to operate—by it our average law would be entirely broken up. Where creditor sued a rightful executor upon the contract he can obtain only his share whereas the general average of the court and no enquiry will make us to the faithful discharge of his duty. But when a creditor sued a decedent for breach of bond it belongs to the executor to prove decedent (as it is always presumed the executor does his duty). If the creditor makes out his plea of decedent then the executor is answerable to the creditors to the ex-
tent of what the assets would have been had the executors (the executor) discharged his duties faithfully. The bond lodged in the court of Ordsate for the executor's discharge of duty is conditioned that the executor is to exhibit a true inventory of the estate, administer impartially, and the court will allow out of the estate of the deceased all reasonable expenses the executor has been in maintaining a reasonable lawsuit.

An executory devise of any chattel interest personal or real may be made to one for life with remainder to a person in one at the death of the life estates man, but the remainder man after he has lived the estate 21 years does not hold it by that tenure 1 Bl. 1 c. 171. § 318 but as for simple if such may be granted for life 1 Bl. 1 c. 279 and f. J. devise a chattel real or personal as a lease or a library to B for his life and afterwards to C. Litt. to the son of B. - The son of B will take even if he is 2 Bl. 1 c. 547 B. not born till 9 months after the death of B and may hold till he be 21 years as a remainder man but after that it becomes obsolete in him and he may alienate.

Who are able to make wills. - They are unable to make wills who are in want of discretion or a sound and disposing mind. The presumption is that the settlor had discretion and a sound and disposing mind but if this can be rebutted by positive proof the court.
Testator will set the will aside. If a lunatic make a will it will be set aside unless made in a lucid interval.

It is said by some that an infant male at the age of 14 & a female at 12 may dispose of personal property by will. Some say at 15 in both sexes. Others say at 17 which last is the time fixed by the Statute of Connecticut. If she make his will while in a state of intoxication it will be set aside. So if a man make a deed while drunk blindness will rescind the contract if advantage was indirectly taken of it by the other party. As to the proof of drunkenness there has been some dispute whether the court ought to found their judgment on the opinion of the witnesses. I can conceive says Mr. Lord Broune, no impropriety in interrogating a witness as to the fact of intoxication and also form whence he drew his opinion. A blind drunk or deaf man make a will if he understands signs go so that it shall appear it was his own free act & will, otherwise it will be set aside. It will make under duress or restraint will be set aside. By duress here is meant unreasonable seizing and imprisonment on the last sickness of the testator. If the testator gets well afterwards and leaves the will stand it will not be set aside. A case happened once says Judge Broune when I was on the bench in the eastern district where...
it appeared in proof that the testator on a sick bed was Executor
important to his wife that she by her influence had
caused the will to be made with such a disposition of
the property as was contrary to his intention. But it
was also in proof that the testator recovered afterwards and lived 10 years in which time he was
heard to say that it was a good disposition of prop-
erty - that his wife had disposed of it better than
he could have done. The court established the will.
There was an instance in Natick in continuance of the
Judge. Where a lunatic made a will and it was established
but it appeared in proof that the property was disposed
of as he had always, before he became a lunatic, intended to be intention - and likewise that when he mad
his will - and was talking about his estate he appear
ed to talk like a rational man - i.e. rational judge.
A will was once set aside on account of lunacy when
it appeared in proof that the testatrix had not said any-
thing irrational - but also that she had not said as
much as a rational person would have said - here the
court collected from what she had not done rather-
than from what she had done - that she was a lunatic.
Another ground for setting aside wills is fraud.
She where the testator's post-companion who had much
influence over him had told falsehoods concerning
the testator's family and induced him devise away
from them most of his estate, here the will was set aside. In one instance where as the ecclesiastical chancellor called it praesidium was practiced the court would not set the will aside. Where a man had great influence over the testator so that the testator in making his will had given most of his property to him. The son of this testator held his father’s will which was entirely without birth the testator altered his will and gave his estate to his son. The court established the will.

Traitors, felons, and suicides are incapable of making testaments. There is no reason why an alien may not make a will of personal property.

The last will of a testator revokes all former wills but a former will republished so that the statute of limitations will stand unless the former will had been republished by a second will. There has been much dispute especially between Lord Thurlow and Lord Camden whether one who is interested in a will can be a competent witness. As J. Sikes makes John Sikes a legatee and he be one of the three witnesses to the will. Our court have once or twice decided that the legatee if he release his legacy is a competent witness to testify to the validity of the will.
But the Supreme Court of Errors have often reversed Execution and set aside Judgments. It appears to be the opinion of Judge Pierre that the decision of the superior court which was 3 to 2 was right. The witnesses were competent at the time of signing the will to testify to the sanity, discretion and sound disposing mind of the testator - that at that time they could have had only a contingent possible interest. Suppose suppos the judge that Reuben Stiles upon a sick bed and no probability of recovering either has not made a will or has made a will and given the whole of his estate to John Stiles, his only son and heir - John Stiles is a witness to the deed which his father has of Blackacre. Reuben Stiles has made a will of ejectment against Tom Smith who has taken unlawful possession of Blackacre. No one can doubt but that John Stiles is a competent witness to testify all the circumstances of possession or non-possession of Blackacre depends entirely upon the event of the action. - A will of personal property is good if written and signed by the testator and attested by 2 witnesses. So also it is held by some to be good if the testator does not sign the will at the bottom but begins Nov. 8, 82 thus I John Stiles give & bequeath, etc. Some have said also that a will is good even if the testator does not put his name to will at all provided he wrote the will with his own hand - Some have gone even farther than this.
It is stated by some elementary writers, that the principle is a dangerous one and not warranted by any adjudication whatever, that a will may be good as the personal property bequeathed in it and not as to the real - as if a will be signed with only two witnesses. But says the judge suppose a will of their kind was made giving to his three daughters his personal property amounting to 500L's value and to his three sons his real property value 500L also. Then the daughters would have the personal property exclusively and also their share of the real property under the statute of distribution. This would be both contrary to natural equity and to the intention of the testator.

There would not the personal property here be considered as an advancement to the daughters and so the sons take equal parts of all the real property.

6. l. c. 18. The may be an executor or administrator.

6. l. c. 8. In general any person may be an executor and administrator except certain criminals persons excommunicated, or that are incapable of making wills or testamentary. An infant even an un- born infant may be an executor, but cannot act till 17 years of age; before this time an administrator during minority must act for the infant. In this state no one can be an executor till 17 years of age. at this age the statute enacts that one may do the du-
duties of an executor and from this it is apparent that the executor at this age must give bonds for the faithful discharge of his duty. But in all cases if the executor after he comes to act proves to be an unwise agent, a person wanting discretion, a lunatic, an idiot or naturally feeble, it is the duty of the court to turn him out and appoint an administrator cum testamento annexo and as the case may be ad bonum non. Where earth, poverty is never a ground of refusing a trust to an executor or administrator but in cases of insolvency where the ex- or ad- is greatly assured in debt the court will either compel them to give bonds or will refuse them from the trust at their discretion. —

All the acts of a minor executor in official capacity are binding except acts which create a constrictor brother on the estate of the testator, as if the minor executor make a parole contract to release half the debt of the testator's debt — here the minor may take advantage of his infancy and recover the whole debt notwithstanding his contract or promise to release it. For the executor in all cases is answerable for the true value of the estate, and by a constrictor in committee he is answerable out of his own pocket. A minor executor must sue and be tried by guardian or proctor (next friend) as all infants do. A wife may be executor but with the consent of her husband. If a single woman be appointed
executor. Afterwards marries the charge of trust will rest in the husband. The principal difference between an executor and an administrator is that the former can every act upon the death of the testator, which he can do after probate of the will and the giving of bonds except maintaining an action at law. For the court must know his power but before probate it is not known whether he has any power or not in the capacity of an executor. But actions which can be brought in his own name he can maintain before probate of the will as if done after death.

The executor may sue and recover in his own name. Nuncupative or Purde Wills have by the statute of avoidance and presumptions almost gone into disuse. And in this state says the judge it is believed they would not now be regarded. Formerly when the art of writing and all the learning was exclusively confined to the clergy they were very frequent. But of late the art of writing is so common says the judge that in all my practice which has been considerate I have never met with a person who could not write his name except one woman whose paralytic complaint rendered it impossible. The necessity therefore of nuncupative wills is entirely precluded. By the Stat. 21st. bar. II c. 3. nuncupative wills must be reduced to writing, read to the testator & be approved by him.
in the presence of at least 3 witnesses. The amount of property so bequeathed cannot exceed £50. The will must have been made at his own house unless surprised with sickness abroad, and at his last sickness and the property must still be personal.

As to what amounts to a Revocation of a will.
Burning, tearing, cancelling, & altering, an direct means of destroying a will, as where a man made a will and afterwards rumpled it up and threw it in the fireplace, a niece who stood by scalded it from the fire, it was torn a little and scorched so that it was not readable. But where a man who had practised making a will every year tore up one or two sheets of his will which consisted of nine sheets and on being questioned why he did so & told that he had not made out the last years will as common - expressed some degree of regret that he had tore it. This will was established. Everything which can be collected showing an intention in the testator to revoke his will amounts to a revocation or whatever can be construed into an anime revocandi. It is otherwise or in which real property is concerned of man on a sick bed having bequeathed to his nephew a legacy enquired in a pet why his nephew did not come and see him and added that the legacy should not be given to him. Here the will and legacy was established as to an implied revocation the same construction is
Revocatory put upon the same acts as used to be. It is stated in most elementary writers that marriage and the birth of a posthumous child amount to a revocation of a will. But does it ipso facto amount to a revocation of a will? It is the opinion of Judge Reeve that it does not. It may be said the judge— that an estate was left out of the will on purpose for the wife and child at any rate will or no will the wife will have her dower. The intention of the testator or what he would have done had he been alive ought always to be taken into consideration. Some have gone so far as to say that in this case nothing short of a total disinheritance of the child will amount to an implied revocation. This is not true. It is the opinion of one—that to every will there is a tacit condition. Where the testator having made a will bequeathing his personal estate to it and afterwards gave a bill of sale of the same property to his wife. The court construed the last act (the absolutely void in law) to be an intention to revoke the will. When it gave to a third covert (a married woman) a certain legacy—and in another will says whereas I am informed that a wife cannot take a legacy for her separate use I give & bequeath it to be. Here the court said the husband had been misinformed—and therefore set up the first will. The formal revocation of a former will destroys it utterly; yet an implied revocation of
a former will - will not destroy a republication of Executors of
former will. - It makes his will in which he disposes of all his real & personal property - he lives 10
years afterwards and acquires other real & personal property, so that if he had given all his personal prop.
erty to his daughters and his real & his sons - The
daughters by the will would take all the personal prop.
erty which the testator left at his death - and also
their share of the real estate not disposed of under
the will - the estate acquired after the making of the
will - according to the Statute of Distributions. Here
would be an inequality similar to that just before sup. 158
mentioned where elementary writers said that a will
might be good as to personal but not as to the real
property in the same will. - During the lecture this day a
man stepped into the office and asked Judge Roe if he would buy some good timber
the judge refused - and the man withdrew - after he went out the judge
informed us that this man had applied to Col. Talbot for the commission of
major in the S. Academy. - When two or more executors are
appointed and one of them refuses to act the remain-
ing executors may act without him. - This executor so glob. 57
refusing may afterwards and during the lives the other 388 451
et. be admitted to act. The names of all the executors
whether all act or not, in any suit by them instituted
must be joined. But in any suit brought against the
executors the names of all or only of those that act
Defendant in the capacity of executors may be used by the
13th, 13th plaintiffs at their pleasure. Where there are two
executors and one refuses, afterwards the other dies
the one who refused cannot then be admitted to act
but an administrator can in test, annexed must be ap-
pointed. Where there is but one appointed and he dies
or refuses, then also an ad. can in test, annexed must be ap-
pointed, unless by his will he had appointed his exec-
utor. In this case the last executor will be executor
to the first as well as second testator — unless he refuse
to act as executor to the first. A dies keeping appoint
B, his executors — B dies and appoints D, his executor.
the B dies and appoints E, his executor. Here is the Ex-
of him that died last shall in exclusion of D be the
executor of A the first testator, but if E refuse then
D cannot take but an ad. de bonis non must be
appointed, or if B dies intestate an ad. de bonis non must
be appointed for the administrator of B cannot be
ad. of E also. What amounts to a discretion. An Exec-
utor is bound to use ordinary care with the goods or estate
of the testator and is liable for ordinary neglect. Thus
if he suffer the goods of the testator to be taken away
and will take and follow the advice of the ordinary or use
such discretion for recovering them as much of con-
dence would do, or if he spend the goods for his own
personal use. Or if he either sell the goods, or uses found
in selling a debt - it is devestavit in the executor
and he may be sued by the creditors on the bond.

Suppose the executor release a bond to a debtor or no-
other suppose the executor makes a contract with the
debtor to release to him his debt in consideration of a
settlement or the like, and in a suit by the creditors plead
solic. administrat. (which he can do if he has no assets
in his hands) can the creditor to the estate come against
this debtor for the surplus which was released? They can. (2cm. 415)

If the Executor pays up an unremitted bond it is held
by some old authorities that it is devestavit - but by
modern authorities, it is devestavit to no greater extent
than the surplus above lawful interest. So that the ex-
cecutor may pay 6 per cent lawful interest on any
unremitted bond or note besides the principal and it shall
not be devestavit. So in a bond note after the time for
the performance of conditions had lapsed, by the old author.
ities, the executor must take the whole penalty or it would
be devestavit. But this is dispensed with since the
courts of chancery and courts of law will not suffer the whole
penalty to be taken the the condition be broken. If the
executor in lieu of the testator's bond against his debt-
er, take a bond in his own name or accept a drawee.
bill of exchange or in any manner change the secu-
river he does it at his own risk and from that moment
he is answerable for the whole bond out of his own personal fund.
If the creditors recover in an action against the executors, and the execution goes out de bonis llisloribus, if the executor does not deliver into the goods of the testator the ingressus upon a writ of sequestration, execution will go out de bonis jure personarum. It has been questioned whether the statute of limitations ought to be construed to exclude the claims of the creditors to the estate of the deceased. The difficulty of deciding the question has arisen from the erroneous ground of supposing that the statute reduces to a certainty the presumption of the common law. New debts are presumed to be paid within 6 years from the time they were contracted. But this is not the true principle upon which the statutes of limitations are founded. They are founded upon principles of policy—viz., to prevent people from neglecting their accounts so till they become half-buried in oblivion—to prevent endless litigation. It is now settled that the executor is bound to pay all those debts which would have been binding on a living person, but barred by the statute of limitations. If a testator had directed in his will that the debt due to Tom should be paid—the presumption could not be that the debt was paid although it had run out by the statute of limitations, and where the devisor directs in general terms that all his debts be paid there are no grounds for a presumption that the debts voided by lapse of time were paid nor that the testator did not mean to pay them. Where debts of a living man...
Interest} have become void by lapse of time—they may be made
upon Debts, valid by a new promise—either private or public as if
one advertise in a newspaper that he will pay all debts.
Must an executor pay interest upon debts that are
due at the testator's death—no interest being expressed
on the face of the instrument. It is evident that
debts due from a living man—either on bond or liquidated,
accounts are upon interest whether it is expressly stip-
ulated or not. But in this respect the executor does not
stand exactly in the place of the testator: for he is sup-
posed to be ready to pay the debt at any time when called
for. Therefore the law does not compel him to pay
interest upon a debt or a legacy between the death of
the testator and the end of the year—nor even then till
the debt be called for. But if it can be proved that the
executor laid out the money or made use of it, the
executor will be liable to pay interest upon the debts.

Suppose the testator dies while an action against him
is pending before the court—: Execution cannot go out
gainst his body but against his property and the executors
is obliged to deliver it up.

Advancement is what a child takes in the lifetime of
the testator from the estate of the father—as a portion.
To provision for one by his uncle or his mother if his
father be living at the time—nor by any one but the father
will be considered an advancement. In England
the money that is laid out in the education of a child at an university is not an advancement of a parent or an improvement in an office or trade. In otherwise, in this state, what a parent had changed in the books of the child for his education in an university is an advancement. A deed of gift without a valuable consideration is presumed to be an advancement. But this presumption may be rebutted by extrinsic proof. Money laid out for the expenses of a journey or for the restoration of health is no advancement. Where the testament provides for one of his children by deed of gift, it is the other devisees who in unequal properties, in case of a lapsed legacy it shall be distributed equally - the same as if they had received equal shares before.
Bailments

Bailment is the delivery of goods on a contract, with a condition that they shall be restored to the bailor when the purpose for which they were bailed shall be accomplished.

Every bailee has a special qualified property in the thing bailed. The lawful possession gives a special property in the goods bailed. A common carrier, 4th of 34 t. has lien upon the goods carried until paid for his ser. 15th of 34th sec. or the finder of goods may maintain an action of trepass against any person having the goods to 508. 29th of 30th, except the owner. — Due to the nature of cont. of Bailment 13th. 240.

The bailee is responsible for the goods delivered unless it may be made to appear that they were not lost or damaged by any fault of his — he is bound to restore them when called for. There are three circumstances from which his responsibility is to be determined viz. 1 The nature of the bailment — 2rd quality of the thing bailed — 3rd the contract of the bailor. Upon the true principle of Bail, Jan. 8 ment, the bailee is bound to keep or use the goods of the bailor with a degree of care proportioned to the nature of the bailment, under all the circumstances require Ordinary diligence, or care in what rational men in general use in the conduct of their own affairs or what men of common prudence exercise in the conduct of their own property.
Bailment in general. So that there are reckoned three degrees of diligence: one ordinary, more than ordinary, and less than ordinary, and it must be left to a jury to determine which of these degrees the action or omission of the bailee are to be considered. To each of these degrees there is a correspondent degree of fault. The omission of the care which a careful thoughtless man has towards his own property is more than ordinary neglect; it is gross neglect. & gross neglect is prima facie evidence of fraud in the bailee; this prima facie evidence of fraud may be rebutted by proof of gross neglect of the bailee's own property. The rules to determine the responsibility of the bailee are the following viz.

1. When the benefit of the bailment is for the bailee the bailee is not liable for slight or ordinary neglect but only for gross neglect. In the case of thriftiest (oroke)

2. This was (without authority or principle) regarded as law. The principle as laid down in Coke has been denied to be law in all the cases and rules which have been adduced to be considered. Express agreements may alter the responsibility of the bailee. When the bailment is for the benefit of the bailee he is liable for slight neglect the maxim of the law being "quasi contract commodum satis debet omni", in which the bailee is also liable. When the bailment is advantageous to both the bailor and bailee the obligation is said to hang on an even balance—here the
Bailment

In most of the books there are reckoned 6 kinds of bailments viz. 1 Deposition. Where the Bailor delivers to the Bailee goods for the benefit of the Bailor. Bail. 8, p. 2. without reward to the Bailee. This called a naked bailment and the Bailee sometimes named bailee but more properly depositor. 2 Commodity. A gratuitous loan of goods to be used by the bailee as where one lends implements of husbandry—or where one lends a horse gratuitously. The bailee when called the lender the bailee borrower—this being a loan for use differs from the minutum or loan for consumption as where one lent flour is lent to receive another—not properly bailment because not the specific thing lent.

3 Location & Conduct. Where goods are delivered to the Bailor for his own use, paying reward—where a horse is hired at a stipulated price per mile. 4thadium. When Jon. 5:119 goods are delivered as a security for a debt due from the bailee to the Bailee—here the goods are called the pawn. 5 Loan. 9:15 the bailee—the pawn. 6th. Location open faciendum. Where goods are delivered the bailee to carry somewhere or do something with—with reward to the Bailee. 1. Nov. 9:15 as the delivery of cloth to a tailor to make up into a garment. Goods entrusted to bailiff, factor, brother.

Cohortatum. When goods are delivered in trust as in the last case but without reward—the bailee called mandator.
Deposits. This division of Bailements, the neither precise, nor logical was so in the Roman law and from that Bracton, Holt and others have copied it — of better division, would be by putting those cases of Bailements together which require the same degree of diligence in the Bailee.

The Depository is bound only for ordinary diligence, or liable at most only for gross neglect, and even this negligence, for gross neglect may be rebutted by the bailee proving there was no fraud — that is, he is not liable when he treats the goods bailee the same as he does his own — so if a bailee be a drunken, careless fellow, leaves his doors open nights he is not liable for mistake of goods taken, but the bailee may bind himself to any extent by express agreements. The doctrine of Southcotes case is right, yet the Southcote cases stated have been denied to be law by many as in Rex v. Skiles, 30 Eliz., 44 Eliz., 8th Eliz., 4th Eliz., 8th Eliz.,

It was formerly held that delivery was not sufficient consideration for the performance of the agreement but this is now exploded — there has been a strange contrariety of opinions on the other case stated in 40 Eliz., concerning the liability of the depository for goods locked up in a chest the key being with the bailee. Coke says he is liable, Holt says he is not — but Gould says neither of them is correct — that the law of bailements was not then well understood that the true criterion is whether the depository...
know the contents of the chest - if he be considered as liable for the contents of the chest it is necessary that he know the quality and value thereof that may be lost in the care of the chest - and not even then for the content. T.T. N. 705 because it cannot be considered bail when things as to whose existence of which he is ignorant - In case of a promise to keep them safely he is not liable for 623-75 all events - as accidents by the act of God - by Pro. Mag. 914 only to keep them safely he does not ensure them. Is. 518, 180 against accidents nor loss by violence as in case 14 K. 2489 of robbery unless fraud be proved - but he is liable for simple theft because that may be guarded against by vigilance - the same is the case here as when a lessee engages to deliver the lessee against mor. 110, 220 letting, let see the lessee is liable to make satisfaction 1 Sis. 128 for common trespass unless the trespasser claims title by delivery the lessee - if the depositary detain or refuse to give up the goods deposited on demand he becomes liable to an action of trespass, conversion or unjust enrichment. If a horse be bailed the bailee may use the horse enough to 11 D. 114 pay for keeping - II Lending and Borrowing - II accommodation is when the advantage is to the Bailor only. Here the bailee is liable for doing 244 with care, neglect, or doing to more than ordinary care 249-50.
Lending & Hiring is when goods are delivered to the bailee with a view to the Bailee to be sold by the Bailee. 

In this case, the advantage being to both parties, the bailee is liable for nothing less than slight neglect or is bound only for ordinary care. Bracken's Rules are incorrect when they say the bailee is bound to the utmost diligence - perhaps they had no definite meaning for what they called utmost diligence, and it is believed that they meant nothing more nor less than...
ordinary diligence - as the superlative in Latin is "damnum emergit" - translated into positive in English as "ludibrium culpa" meaning slight neglect. The opinion of the law is that a thing is not found on any judicial decision has not been & is not now considered an law. Hence the goods are to be kept safe with ordinary care - nothing will prima facie excuse but theft out. The this is the most common bailement except that of the 5th kind there is left law & fewer decisions upon it than upon any other bailement.

IV. Pawn or pledge is a security of a debt due from the bailee to the bailee - (the word bailement is frequently used to denote the thing bailled) - It is a mortgage of personal property & the general principle of mortgage (properly speaking) will apply to this kind of bailements. No collateral engagement on the part of bailee will preclude him from redeeming the pawn - once a pawn always a pawn is the maxim of the law - if the benefit is to both parties the bailee is bound only for ordinary care and not liable for slight neglect - like says in the case of Blounte that the bailee is bound only to the care and diligence which he owes towards his own property, but this opinion of like is not supported by authority not considered as law - so it is held in the 1st Dec. 252 & 253 that the bailee is not liable for theft. Jones 1st. May 915 notes that he is liable prima facie but seems to contra.
This right of use is said to be founded upon a presumed consent of the bailee — but the presumption must exist or not exist according as the pledge is likely to be made better or worse. Sir George doubts whether there is any implied consent — but in case the pawneree is at expense in keeping the pledge, it is matter of justice that the pawneree give it enough to discharge the expenses — so that there is no need of presumed consent owed in the Roman Law the pawnee was to account for the benefit or profits of the pawn — not so in the Code. But where the more than reasonable for expenses or where injury is done to the pawn — the pawnor may bring an action of trover and conversion against the pawnee. Most of the rules are distinctions which will apply to pawns are applicable to goods found — that is as to the degree of care and diligence required. In short it is said that the finder is not liable for negligent keeping but this being an oblique case stated in accordance as law — and he himself says that ordinary care is required by the finder — the case in hand is correctly decided because an action of trover will not lie for neglect in keeping yet by the other opinion the finder is liable only for gross neglect and is in the same state as the depostory. But the depostory is selected instead of the finder whereas the finder is not selected nor can he be considered a finder seeing there
Founder & Framer.

is not, nor can be any priority between the owner and finder. The finder being voluntary in whatever acts he does to the goods found is under obligation to use ordinary diligence or let the goods alone—else to the expense which the finder may incur by ordinary diligence there is no doubt but that he may be compensated.

Sixth ed. Estrays, rated for the keeping in Connecticut—so he is here liable for ordinary neglect—but by the common law he has no lien upon the goods & is liable to be sub-acted in an action of tort or whether he be remunerated for his expense or not—& the finder cannot by any principle of the law maintain an action for his trouble or expense—he cannot maintain an action for lost because the owner has done no wrong—he cannot on contract for by a well established principle in law no one can lay another under an involuntary contract—unless compellable by law to pay what the law demands. It is the opinion of Mr. Good that at common law there is no remedy to imply a consent or assumption where there is no priority between the parties is not a principle of law.

The refusal of the finder to deliver up the goods found is not conclusive evidence of conversion & delivery cannot be justific'd in finder unless sufficient evidence of ownership be produced & whether the evidence be sufficient or not must be left to a jury.
But if he retains the goods after sufficient evidence he is liable to be subjected in an action of trespass or conversion. He has been decreed in the state (the erroneously self-guarded) that when A found goods belonging to B and C by fraud and perjury obtained them by a judicial decision, this will not bar B's claim upon A forer provider he bring sufficient evidence of ownership. There are several analogous cases which would go to prove the incorrectness of this decision as if an executor or administrator under the authority of a false will or false letter of administration obtain a debt of the testator by a judicial decision it will forever bar the true executor or administrator from an action against the debtor who has once paid but if the debtor voluntarily pays—without judicial proceedings he is liable to pay the rightful executor or administrator notwithstanding so also if a debtor voluntarily pays a bankrupt known to be so he is liable to pay the debt to the assignee of a bankrupt notwithstanding but it is otherwise if the debtor be compelled by actual judicial process excepting where the decision is beyond the sea. — But to return to pawns if the pawn or pledge be perishable and actually perish or decay the pawn or pledge shall not thereby take his debt but may have action for it on the pawnor.

Even while the pawn remains with the pawnor.
The pawn may have an action for the debt due
undles there be an agreement to the contrary. The
same is the case in respect to mortgages.

If the debt be not paid at the day agreed upon the
property of the pawn becomes absolute in the pawn
at law but the pawnor or owner shall be allowed
redemption in equity – as also in case of mortgage
their case but cannot pawn them because it is a
rule in law that no can pawn what he cannot alien
in his own right. The factor has a lien when the
goods but he cannot transfer that lien. The pawn
may not receive within the limited time may sell the
pawn but equity will give the pawnor the surplus.

It is otherwise with mortgagees, for the mortgagees may
have his action against any assignee of the Christ
as well as against the Christ or mortgagee himself.

It is said in business that the pawn may ever
sell the pawn before the day limited for redemption, but
the case cited is one where the Christ was sold before
yet the pawnor neglected to present the adverse sell after
the limited time of redemption. Therefore the opinion
in born is not true. The lien upon personal property
The pawn cannot forfeit one pledge by any criminal
act – he may forfeit whatever he is capable of conveying
in his own right. The pawn may forfeit by criminal acts.
Pawns in

1 Dec. 238

Bailments

The principle difference (as respects to the property) between a pawn and a mortgage is that the former is fiduciary, the latter not. For, by 1 Dec. 239

real estate is conveyed by a public conveyance and 1 Bubd 29, the mortgagee cannot so easily practice fraud. — 2 Com. 691-8

Paw: cannot be taken in execution for debt. 1 Bubd 238

of the security — The bailee may in case there be no statute: 2 Bubd 164

no limited time for redemption, redeem the same either 11a 338-9

before or after the death of the bailee but the execu- 4 Com. 355

4 of the power

ators or administrators, cannot redeem after 3 Pauore 768 178

doath. If tender in made for the redemption of the pawn 1 Bubd 29

after the death of bailee it must be made to the executor 2 Bubd 179

of administrator — even if the pawn has been alienated to a third person and if the third person refuse to give it up

he shall be liable to an action of trover. Some have held 2 Bubd 178

that if the pledge be upon a valuable consideration, the pawnbroker (or pawn) hath a special property in it and may assign it to a third person and in this case the

lender must be made to the assignee. — But in case there be a limited time for redemption it may be redeemed at any time before 2 Bubd 239

even if both security and pawn be dead.

The 5th Kind of Bailment is where goods are delivered to the bailee to carry, somewhever or to do something with; in receipt to the bailee. — The bailee may be
5th Kind  either a private person or a person exercising some public profession. 1st As to Bailee of a private Kind.  

2dly such as mechanics, Builders, factors, bellows, &c. the Bailee's fault being to both parties the Bailee is not liable for any more than ordinary neglect bound to nothing more than ordinary care - as with the Bailee he is not liable prima facie for robbery but in case of theft he is liable prima facie, the onus probandi lies upon him - he must show that he did use ordinary care, and the property be lost if he is excused. There is a difference between this kind of bailees and a mechanic where the thing delivered into is to be so transformed or changed that it cannot be identified as when silver is delivered to a silversmith to be wrought up - here this identical piece of silver becomes absolutely the property of the Smith and he answerable for its value at all events - so if one should take a bushel of wheat from another house according to the rule of law the owner may take his property wherever he can find it provided he do it peaceably without violence. yet if the wheat be ground the owner cannot take because it cannot be identified - if the thing bailee be distilled by the bailee's lord or master the bailee is liable because it amounts to ordinary neglect in suffering it to be so exposed to be distilled - as to the professional skill of the bailee - 1st he is to use such care as the
law require, so the work is to be skillfully performed. The work is delivered to a tailor to be made up in 31§. com. 166. to a garment - if the work is not done well he is liable 11 CoH. 574 to damage - but if a man be required to do a thing 1 Ecand. 354 which is not in his line of business or profession the law implies no skill and the bailee will not be liable. Ep. 661

unless by express agreement - or one delivers cloth to a shoe-maker to have a coat made, the latter is not liable for unskillfulness. But a tailor holds out an implicit engagement to make a coat with skill. Ordinary care does not include insurance against fire for the goods. Therefore it is not his duty to insure the articles bailed against fire. And if the work be partly or wholly done the bailee in case they be burnt can have no action against the bailee for the work. 2. As to persons exercising some public employment as common carriers, masters of ships, innkeepers common carriers or such as carry from port - ferrymen &c. Such formerly were liable for nothing, less than ordinary care, but now they are liable for all, less except loss by the inevitable providence of God - the things by the act of the bailee. This is found in public policy as there are many inducements, many opportunities of fraud, collusion and combination. His responsibility 1 East Lgs.
CARRIERS are not left by his frequent dealings with strangers he can
17th. 27. 8th. 18th. borne with swindlers & robbers to the injury of the bailing.
17th. 8th. 20th. 48th. He says the carrier is not answerable to this extent
Ex. 621. 8th. 48th. when he carries the goods gratis—but the carrying goods
 gratis will bring the bailie under another head.
1 Th. 53-34. By an inevitable accident is meant such an one
1 Th. 128 as could not have happened by the act of man or
2 Cor. 113. tempests, lightning &c—therefore loss of goods by fire
Acts 66 not occasioned by lightning or some other inevitable
Ex. 620 act of God will not excuse the common carrier.—It
168. 70 is said also that the master & owner are liable for
1 Tit. 281 goods destroyed by floods and winds where they cannot do
1 Sam. 147-8 the rebel. 2nd. ets. of the common or king's enemy
1 Knt. 239 do not include rioters or insurgents or what in
1 Th. 18 England are called fresh water pirates or robbers—
1 Cor. 85 the common pirates or pirates upon the high seas are
Ex. 620 considered common enemies. So the common—
169. 244 carriers is not liable for loss occasioned by the acts
Ex. 621 or faults of the owner or bailer—be whereby put into
2 Thon. 107 a waggon a cask of wine and the wine being new ferment
1 Knt. 644 and burst the cask or where the carriers Waggon was fell
but was urged by the owner to carry against it barrier—
will—in this instance, the carrier was discharged from
his liability—yet in this instance, the carrier might by gross
neglect or fraud become liable, not however to the extent
to which common carriers are in general liable.
If the common carrier be under the necessity of
destroying the goods—such necessity arising from an
inevitable act of God—as throwing the goods overboard
in a tempest and the like—the carrier or seamen
is excused the same as if the loss was occasioned by
the immediate act of God, that is he is not liable
in the character of common carrier nor to the whole amount.

[Handwritten notes and references]

If goods be lost—yet if the master or carrier voluntarily
or rashly exposes the goods to danger by putting to
sea in tempestuous weather he does it at his own
risk and is liable in this case even for inevitable
accident. In order to render the common carrier liable
for loss, the loss must have been while the goods were
in his possession or under his immediate care, as if
the owner or seaman conveys a servant to take care of
them here the master or carrier is not liable to whole
amount to which a common carrier is, yet he is liable
if the loss is occasioned by his putting to sea in a tem-
pest—or with a vessel not seaworthy or leaky—that is
he is not liable for neglect of oversight. There is a
difference to be observed between the committing of goods
to the care of a common passenger & the sending a ser-
vant or purpose to take care of them—in former case
the master or carrier may be liable when in the latter
he may not be. So the carrier be ignorant of the
contents of a certain box or bag he is liable for loss
[Handwritten notes and references]
carrier unless he be discharged from liability, by special
Ex. 622-635, 2238 exception, which exception he is at liberty to make.
Dan. 148, B. 145 so far as is reasonable, or he may even refuse to carry
Barth. 485 the goods if the owner either by fraud or obstinacy
1829-844-585, 180 will not pay in proportion to the value and risque.
de B. 70 And if a common carrier being tendered his fare re-
1829-91, 161 fused to carry goods without good reason he is
f. 16, 166 liable to an action on the case. The same rule is
Hard. 163 applicable to tavern keepers who by sign imply a con-
tract to accommodate strangers &c. when convenient.
common carriers are always presumed to have conven-
iences for carrying goods of any value with safety —
They are not in general anxious to know to know the
contents — they never suspect any intentional conceal-
ment of the value — so that they are evidently different
from a depository — There are two cases in the books
of a carrier being subjected for loss of goods where
the owner wilfully and intentionally concealed their
value — viz where a box containing a large quantity of
money was said by the owner to contain only 8c.
These are flatly repugnant to the doctrine of common
law — are unreasonable rules and have never been
overruled, repudiated and denied to be law by Mansfield
in 1829-161, 8c. etc. — the reporter having added to the case in the four
4th. 147, 2300 duration 8c circumstances. Mansfield says since he been
there he shouldn't have been if these four durum 8c.
The carrier need not personally inform the owner of his terms for the purpose of making special exceptance provided the terms be made public by advertisement. The general rule is this that under a general exceptance he is liable for all he receives until the value be concealed by fraud - but if he make a special agreement or special exceptance he is liable only for so much as he has reward for carrying - as to the surplus or what he carries without reward he is not a common carrier but another kind of bailee

as if the value of the goods to be carried was represented to be 200$ when it was 400$ the carrier is not liable because fraud was practiced by the owner - so when the master of a coach or stage receives fare only for the passengers and not the baggage he is not bound the excepted common carrier or rather is not with regard to the baggage considered a common carrier.

To make the carrier responsible it is not necessary that the bailor pay or expressly promise to pay 2nd Sc. 128 for carrying - but the law will imply a promise 1Bac. 343 5.

The carrier is liable until the goods are delivered at 1B. 116 416 their place of destination or to the consignee unless he can show that the consignee is otherwise. If it be the 1B. 116 419 custom to deliver goods in a place of safety the carrier 415 481 have a store of his own and they be taken from a store he is not liable in the character of a common carrier
Post masters

Owners liable for goods lost in R ship or vessel. By
ship. 643
Act 7, 440
244. Freight when the goods were lost by the misadventure
of officers on board. — The action must be brought
against all the owners. — As the contract is made
either expressly or personally with or impliedly through
agent with the owners they must all be joined as
quasi contract. — And non joinder can be taken to
advantage. By plea in abatement.

Said. 17
At law. Post masters were liable as common carriers
for any one might be Post master. — Since the estab-
ishment of Post office (which was at the restoration
of char. 21) post masters are not liable except where
they are personally in fault. — They are not answer-
able for the neglect of their subordinate officers — as
stages drivers or carriers of the mail — but in the
case the carrier of the mail are liable for their own
neglect. Even contracts by deed where the benefit or
satisfaction are by the government are not good against
the loss. — If they are guilty of misfeasance they are
liability to an action of trover. — For other faults they are
liable to an action on the case.

Jan. 134
Goods delivered to an innkeeper are ranked under the
law. 134
2 division of the 3d hire of bailee. — Exemp. by
Esp. 285 C
not correct in putting the hire of bailee under the
hire of accommodation or lending and borrowing.
Because they are not kept from the 8th because the innkeeper is not to be used by the bailiff. An innkeeper is any one who makes it his business to accommodate & provide for guests. In England any one may be an innkeeper at his own will. But in Connecticut a half a constable. In of the town and be appointed by the court of the county. Bailment to an innkeeper being advantageous to both parties it would seem that the innkeeper is liable only for ordinary neglect, but it is not allowed by all that he is liable to a greater extent than the pauper or the poor. But not as far as a common carrier. It is necessary that he should be trusted by strangers & because he has thereby great advantages to ask favors and concurrence, the law upon grounds of policy has made him liable for all losses occasioned by the servant of the innkeeper & losses by theft except where they are occasioned by the servant or companion of the guest. In short his liability may be considered as great as that of a born carrier. Innkeepers are liable for common robbery because it is the duty of the innkeeper to guard against common violence. If the inn be broken and losses sustained by the king's enemies the innkeeper is excepted. It is said by Jones that force Jan. 155. truly irresistible shall except the innkeeper, but as there is no definite meaning given to the word irre-
Mandatum-stable it is not known how far he would extend the
Innkeeper-publity in case of force. It appears, how-
ever that he is liable for loss than ordinary neglect.
By the Roman law Innkeepers were considered liable
for loss to the extent of common carriers and this
seems to be founded upon the true principle of law.
It is said by both that the Innkeeper is liable for
lopes unless not occasioned by his fault—i.e. Bab-
ker—that he is liable only when it is fault—These
perhaps ought to be qualified before either can
be admitted for truth. It is true that actual
fault on the part of the Innkeeper will subject
him. In the he is bound for more than ordinary care he
is liable only for losses within his custody—so if by the
request of the guest, the host puts his horse to pasture,
and he be stolen the host is not liable—but if the host,
but the horse to pasture without the actual consent of
the guest, he is liable.
The 6th kind of bailment is called in Latin Mandatum
and is a delivery of goods to the bailor to carry some-
where or do something with or about them. It differs
from a depository in that the bailment here lies in
the carrying or leasance, that is, doing something about the
but the duty of a depositary lies in his custody or keeping.
Here the advantage being to the Bailor only the bailor
is liable for nothing less than gross neglect—but where
there is an engagement on the part of the bailee—be
bound to the extent of the stipulation—as was the
case of Bogg and Barnard—such undertaking or
engagement may in certain cases be implied by
law—but not unless the act to be done is in the
employment or occupation of the bailee. It is even
said by Jones that when one undertakes to do any act
gratuitously all necessary care is implied. This op-
ion seems not to be well founded. And it seems
by the case reported in Blackstone that where there is
no engagement to do any necessary care the bailee
is liable only for gross neglect. So when a gratuitous-
der engaged to enter certain goods belonging to B at the
customhouse—and entered them with his own by a
wrong description—the goods being seized B could not
recover in an action against it. Jones makes the
Distinction between a bailee to do an act to the goods
and the keeping of goods—that in the former the
law implies all necessary care—in the latter not. This one other opinions of his are too re-
fined—and so subtle as to become vague—
If a tailor take cloth to make up into a garment
gratuitously—the law implies that he will do it
skillfully—but he is not bound to keep it safe from
the whole fire. B. The law implies an engagement
on the tailor to do the work well but does imply
}
Lien

any insurance against loss by foreign causes what

19th 1569

Cas. 1019

Salk. 148

Bro. Jam. 669

Dougl. Hall 127

Stew. Treat. 245-6-394

1 Poth. 368

This case is evidently one of Frauds

Yebol. 12855

65 forabove

in the case of bogg & barnard if

you to establish this point - if the caulk of wine be placed

in its passage by a stranger and if be lost the carrier

when he carries gratus is not liable. -- no bailor

can by special engagement exempt himself from

liability in case of fraud. -- there has been much

controversy on the nature of the action to be brought

against the bailor for loss of goods, that is, whether he

be liable on the ground of contract or tort. But

it is the opinion of Mr. Gould that the action ought

to be on the ground of breach of contract - this must

certainly be the case when there is an express

stipulation - and custom has made it so in an im-

plied promise. if one agrees to build a house grate

the contract being executory on both sides no action

will lie, but if the work be begun by (the builder) is

bound by the contract. - The case of bogg and barn

goes to prove that the action must be brought upon

promiss. - if bailments in general

Bailor in certain cases have a lien upon the goods

in their possession. - A lien is a direct claim for in-

cremance upon the property in the bailor's possession

for security for some debt... this lien exists universally

in the 😄th kind of bailment. - The pawnee has a

right to retain the goods in all cases until the debt
be paid & this right is created by the very act of delivery. Bailees of the 5th kind for the most part have a lien "by a condition in fact" of third person having wrongly obtained the thing bailed from the bailee cannot avail himself of the bailee's right of lien - and the bailee in this case without a tender of the debt to the bailee have an action against this 3 person. But if this third person had obtained the thing bailed fairly & honestly the owner must first tender the payment of the debt to the bailee and then bring his action - The common carrier has a lien upon the thing carried - he has a specific incumbrance upon it - and the reason given in the books is because he is compelled to carry the goods - but this reason will not hold good if it be considered that he is not compelled to carry unless he be previously tendered his hire. It was satisfactory reason perhaps is because he carries for strangers whom he knows not whether he can trust (as is the custom) or not. - A common carrier may retain stolen goods even against the right owner until he be paid. It is not required of carriers to know the true owner - indeed they could not were they required to. - It is a rule in law that where one of two innocent persons must sustain loss by a wrong - doer the one who has wronged the wrongdoer shall suf-fer the loss, but this rule is not applicable to this case.
Lien, Innkeepers have a lien upon the person or their goods until they are paid all reasonable charges — they may have a lien upon the guest's horse but only for the keeping of the horse and not for other expenses. A common carrier cannot have a lien upon goods for a former debt but only a lien upon these goods the transportation of which he has not been paid for — that is a lien upon the goods for the debt accruing upon the transportation of the same identical goods. An innkeeper may have a lien upon the horse of a stranger or upon a horse which be upon a stolen and the true owner cannot take him away without pay for the horse keeping. The innkeeper is bound to accommodate customers but not without some expenses. But a Taylor has a lien upon the cloth delivered to him to make up or to garments. Whether he is not obliged to do the work even of tender. This advantage is said to be given to the Taylor for the encouragement of trade and commerce. If a Taylor had been in a habit of trusting a customer it may be questioned whether or no he can have a lien upon a garment made for a customer. It is the opinion of Mr. Gould that he cannot have a lien in that case. An asting farmer has no lien upon the beasts in his custody — he does ordinarily receive stranger's beasts not as he is in any case obliged to receive beasts. The master of a ship has no lien upon the ship for his wages or
...
Conveyances by a bailiff or creditor upon the premises, may be enforced by action for recovery of the goods. The general law concerning fraudulent conveyances is found in the Statute of 13 Eliz., which is considered by the authorities in accordance with the common law.

If a purchaser by absolute sale leaves the goods purchased in the hands of the vendor, the creditors of the vendor (whether or not the vendor be a banker) may levy an execution upon and hold the goods as being the property of the vendor, as if the bailiff of the vendor against all claims of the bailor or vendor. This rule is founded upon the presumption of fraudulent conveyance, and is at present in England considered not as evidence of fraud, but as fraud in point of law, and cannot be rebutted. It is a badge however said to be a sign of fraud and later authorities (Bos. 83d) seem to doubt as to the correctness of the principle laid down in T. R. 71.

When the sale or conveyance is conditional, the presumption of fraud may be rebutted as if it were to a piece of goods, on condition that the piece of goods shall be delivered to B when B shall have done a certain act or paid a certain sum of money. The want of immediate possession here shall not
give to the creditors of it aught to have them. Bailment.

So where from the nature of the case immediate

possession cannot be given prima facie may not be

presumed: as when a sells a ship while on a

voyage to India. To be the creditors of a cannot

levy an execution upon, nor hold it expelled un-

til it upon her arrival delays to take possession after

those orders relate principally to creditors not to

purchasers — it is said by Coke that by the l. i.

that creditors cannot levy an execution upon

properly left in the vendors possession before the

1st of April creditor became such. But Lord Mansfield says that 1. l. c. 80

this statute in accordance of the l. i. and that these are only

for both by the l. i. and the statute subsequent

 creditor may levy upon goods previously left in

the hands of the vendor by the vendor. — By the

Statute 31 Jam. 1 which is also in accordance of the 10th 166

common law and which extends farther than that being 305

of 18th Vic. If a Bankrupt has in possession the

goods of another with the owners consent they

shall be liable to be attached and go towards

discharging the bankruptcy debts. — In this case the

party must actually be a bankrupt. — The statute of

this and other similar being principall copies from

this must take the same construction with this. — 1. 44. 156

Creditors under this statute do not nor can they attach
Fraud, convey, or hold the property on the ground of fraud, but of
false credit. The Statute does not extend to
bankrupts possessing in their own right in right of
another, as an executor, administrator, &c.

The creditors of a factor, cannot take the goods
entrusted to him in execution because factors are
generally known to have in their possession the goods
of another, so also the lands of the wife cannot be
in execution for a debt of the husband, although a bankrupt
renew can a mortgagee's estate be taken in execution
for a debt of a bankrupt. Mortgagor, because in the
two last cases it may be known by the deed to whom the
land belongs, but in otherwise where personal estate
is mortgaged or pawned, there is evidence of fraud.

When a purchaser of a ship at sea delays taking
possession after arrival, the may be taken in
execution for debts of the former owner.

This statute does not extend to actual personal delivery
- as if one sells salt to another it will be sub-

sufficient to bar the creditors of the seller, for to deliver the key of the store in which the salt is kept,
the in law is called symmetrical delivery.

To bring the case within the statute, the goods must
in appearance to strangers be possessed as his own,
goods, or in the words of the statute they must be in
the bankrupt's possession, order and disposition.
A temporary transitory possession will not bring it within the statute - or where the purchaser is not in
fault or by necessity, leave it in the hands of the
seller or any other person. And if goods be bought
to be shipped and contrary winds prevent it from
being shipped - or if a rope break his leg, and the
order thru necessity put him into the custody of
another till he can provide means to take him away
by possession order and disposition is meant
such possession as is apparent to strangers and
the true owner must consent to have them applied
to. Bring it within the meaning of the Statute
as if one leave with another a box of money or
trinkets locked and sealed the creditor of the
bailee cannot take them, even if the box be
broken open by the bailee - but the owner had
consented to his using them, then may be taken
do where a bag of jewels were left with a Gold-
smith cealed up, the owner recovered them of
the smith had become a part of them. And it
appears to be understood generally that Goldsmiths
have in their hands the property of others, therefore
gold or silver left to be wrought up by a goldsmith
cannot be taken in execution for the debts of a Gold
smith, unless a bankrupt. There are many cases of
Bailment to which neither of these statutes extend.
In common cases of bailment the owner or
under the bailee or against a subsequent
purchaser or against one taking the bailment
in execution for debt of the bailee — unless it
be made an act overt — in this case caveat emptor
as if at B. to Dane B. with a bailment to C. or in
most cases may have an action against C. the
purchaser for a bailment — but where money is
deposited and the bailee puts it off this 3rd person
will forever hold it against the bailor — because as
Lord Hale says there can be no earmark by which it
may be identified — this reason Lord Mansfield denies
tobe the true one — and says it is because it is the
 circulating medium — the free circulation of it
must not be restrained — in our case we have a
statute similar to that of 13 Edw. 3d. The courts
have allowed the presumption of fraud to be re-
butted whereas in Eng it cannot be — In Edw. London
county where one in March purchased a number
of cattle (cows) and a quantity of hay and left them
in the care of the vendor's son where they had been fed
to be kept until the season was suitable to take them
away — the creditors of the vendor levied an execu-
cution upon the cows & hay — but as the conveyance
was proved not to be fraudulent it being for a debt
due to the purchaser the court consisting of a Judge. 

Transaction for the purchaser on the ground of 

the insolvency of the vendor. — This was evidently 

a case of necessity that the hay should be left. —

by if it falls to B and 13 sells to B and then be-

come insolvent — & to maintain his right against 

B. It must prove the insolvency of B and strong evi-

dence of his ownership. It is not strong clear evi-

dence. 

Evidence of ownership in a person who has a cow be-

cause the letting of cows is a customary thing — so 

also it is not clear evidence of ownership in a man 

that rides a horse besides the hiring of horses is 

very frequent. — This then appears to be the general 

rule that where the purchaser proves the insolvency 

of the bailor and also that there was clear evidence 

of his ownership — if purchaser shall hold against 

the bailor. — The bailor having true evidence in 

the bailor in third person can hold the bailment Lat. 214 

against the bailor — a personal trust cannot be to-

1 Red. 4 

contracted to third persons. — This leads us to treat 

5 Red. 164 

of what actions the bailor is entitled to. He is in-

260
titled to an action on the ground of right of general 

property — this right he has for the bailor has only 

a temporary trinity. The right of action is not for 

be good in the bailor — the three have been unreal 

5 Red. 164-260. 

delivery — but only a constructive delivery — after in law
Remedy.

As a constructive possession on the part of the bailor—
or, at least, no actual possession to the bailor—is sufficient to entitle the bailor to an action of trover &c. against 3rd persons—that is a mere right of present possession gives the right of action. But where title to land is in dispute, the person who has the actual seizure only is entitled to the action of trover.

Placed. The question is whether the bailor may maintain an action against a 3d person who has taken from the bailee the thing bailed for a long time. It appears to be settled that the bailor after the time of bailment has elapsed may maintain an action of trover against 2d person—but if the bailee had given or sold the goods to 3d person whereby that person came honestly into possession of them an action of trover will not lie at any rate—and an action of trover will not lie until actual demand has been previously made—for trover cannot be supported without malversation. The bailee in order to maintain his action of trover must have the right of present possession. But it is the opinion of Mr. Gould that whereas oven were let to be used by the bailee a certain limited time, these oven cannot be taken in execution for that time—that the bailor may have an action against the sheriff in case of execution so taken by him.
so if a man hires a horse to ride any distance, the creditors of this man may not take the horse from him and ride it the same distance because the bailor reposes a personal trust in the bailee. 

A bailor has goods in the possession of a bailee by parole gives leave to be to take them to cannot maintain an action for them - but if the goods had been delivered to a by s.o. or to be in the servant of by symbolic delivery then he could maintain an action. This far as to the remedy to which a bailor is entitled - we now come to the other action which the bailee may have in right of himself and bailee. It is laid down in most of the books that the bailee may maintain an action against any one who takes away or injures the thing bailed. But it said 1 S.C. 186 by both in both the cases that the depositor cannot maintain an action, but the reason which he gives 1 S.C. 183 being virtually contradicted by himself in another place it appears to be established that because every bailee has a special property in the thing bailed this special property is sufficient ground to main 1 S.C. 184 in action against the wrongdoer. Indeed it is a right of possession and 1 S.C. 240 to permit another one to say I have as good a right as you. - A finder has a right to retain the goods found against all but the true owner the depositor has the same.
Remedy

4 M. B. 464
Comm. 264
Comm. 267
12. Nov. 54
15. Oct. 69
Jen. 129 30 8

or a stronger right to retain — and in virtue of this
right the finder and depository may have their
respective actions against any who violate it
527
also if a servant be robbed of his master's goods he
may sue the hundred in his own name — for the bare
possession gives an interest and property. The servant
may also have an appeal. It is said by Mr. Justice Buller
while opinion is very high authority — perhaps next to
Lord Mansfield — that a special property is a sufficient
ground to maintain an action — where the body
in which the lessee lived blew down, and the timber was
7 T. R. 891
taken away — the lessee maintained an action for the same
modified
5 Bar. 266
so also a bankrupt may maintain an action of
B. R. 242
helps against all but the assignee or assignees
1 Nol. 607
so also an auctioneer may maintain an action
1 S. B. 81
on contract against the buyer — and so may a fac-
L. E. 130
tor or a broker. But if it is otherwise with the clerk
18 Lek. 69
of a store — here the action must be brought in the owner's
5 Bar. 263
name — but there can be but one recovery in any of
2 Nol. 269
these cases — and by analogy if the bailee has com-
3 Bar. 555
menced an action against the wrong door — this will
L. D. 127
Ray
out the bailor of his remedy by action against Dumen.
127 E. P. 517
doors — so vice versa if the bailor commences an action.

L. E. 68
S. L. 124
Neither can the Master and servant both have an appro
3 2 B. 44 52
of a bailor let a prisoner escape the creditor and
L. E. 68
V. 8 187
the failure cannot both have an action against the offence
If the bailor commences an action against the bailor, he thereby waives all right of remedy against the bailee, for by commencing an action against the wrong doer he prevents the bailor from doing that which he before had a right to do. In the case of an escape, the sheriff being considerate to the bailor, the creditor, the bailor, and the rescuer, the wrong doer, if the creditor brings his action against the wrong doer, he waives the right of remedy against the sheriff. If the bailor commences an action against the wrong doer, he is answerable at all events to the bailor because he thereby prevents the bailor from bringing an action against the wrong doer. If there is but a mere recovery by one (either the bailor or bailee) will not prevent the other from bringing an action for special damages; frequently a bare recovery will be a very inadequate satisfaction for the injury sustained. As to the remedy of the bailee against the bailor, no action can be brought by the depositary or mandator against the bailor. Nor can the action be of trover or larceny, notwithstanding what the 10th 135266 says; nor that an action of trover or larceny will lie for the value of the thing must be the rule of damage.

It is agreed on all hands that in an action of trover the value must be known in order to estimate the damage but certainly in actions of this nature the value of
of the thing bailed cannot be the rule of damages
as if a hirer, a horse of 1/2 to ride 2 miles and be
sent to perform the journey B takes away a
horse - here the value of the horse cannot be
material to the hirer - it is wholly unimportant

1 Bac. 237

of brevis for converting the goods to his own use or
of assumption on an implied promise that is not universally true - in general an action of
trespass will not lie - but when the bailee de-
5 36.12.24th.165 the goods he shews that he does not hold the
goods in the character of bailee. If the vendee
d goods orders them to be carried and apponts the
carrier - the vendor is discharged from responsi-

End of Bailments
It is essential to every express contract that there be
consent of two parties, at least, of sound intellect;
and contracts not binding by reason of the dis-
ability of both parties, it is generally true that the
contracts of Idiots, Lunatics, Infants &c are not bind-
ing. It is universally true where a grant is made
upon consideration, either by or to a lunatic 95 Doo.
A voluntary grant to a lunatic or an idiot is good.

It is laid down by Black as a rule, "that a lunatic cannot
when grantee avails his contracts even the he recover his
reason, but the heirs may avoid them after his death
for they shall not be binding by the consent of a per-
son destitute of the capacity to consent." The same
may be said respecting the heirs of a person of the
youngest discretion as to their power of avoiding
contracts. There has been some dispute whether the
contracts of Poets and Lunatics are absolutely void.
or only voidable. An estate is granted to J. D. a lunatic, for life with remainder to Tom, with the reservation that J. D. shall surrender his right in case of a contingent remainder to Tom being voidable. This being a contingent remainder and the manner being that if an estate for life with contingent remainder passes from him who has the estate for life to one who is not a remainder man, the remainder is gone from him forever. If this surrender of the lunatic was only voidable, the remainder man had lost his right forever.

It is said by some who strenuously advocate this view one of the most able writers in the English law that a man cannot come into court and substitute himself and thereby avoid his contracts. The authorities upon this subject render it very questionable whether the modern decisions are not an innovation of the common law as it formerly stood. Hutchinson who wrote in the reign of Hen. VIII speaks of it as law in that time that a man might avoid contracts which he had made dum pietatem componere menditatem. This appears from an old writ formula for the purpose of avoiding contracts made dum pietatem componere menditatem. The year books exhibit one decision to the contrary, but of

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Several decisions since then have gone to establish the point that a man cannot avoid his own contract by plea of non-negligence. And this is the opinion of Boden after weighing the authorities by giving for reason that otherwise a man would be open to fraud. Judge Speke says that reason of common sense lead to a contrary decision. A real man's words he thereby all will agree ought not to be bound by a contract made while non compos. That a man should sign a want of discretion for the purpose of making a bargain for his own advantage is hardly tolerable, since that he should ever make a bargain evidently to his disadvantage would argue a real rather than a fictitious want of discretion. If a person is about to make a contract & afterwards sheere non compos it must be doubtful whether the bargain would be eventually to his advantage or not. - must signify himself a fool or a madman. And make a bargain without regard to his interest: continue the symptoms of irrationality till it become pretty certain whether he is like to make or lose by his bargain - if it prove disadvantageous he must throw aside his madman and suffer reason to assume his powers - come into court with a number of his neighbours who can testify that he once acted like a fool. Judge Speke believes that a man may at present plead non compos mustis before an English court.
This plea was admitted by the Court of Errors in contracts, that date the first session after the new organization. — As to the contracts of infants & females, etc., they are sufficiently treated of under the title of Parent & Child — Baron & Servant, — etc. In the proceedings in Chancery, with regard to deeds & tenures, when information that one is an idiot or lunatic, the Lord Chancellor issues a commission or writ called a Deed of Inquiry & Writ to make inquiry whether the person named in the writ is non compos or not. Upon his being found to be non compos, the court of chancery takes charge of his property, care that it is applied to his own use. Chancery may make void all contracts made after he became of non compos memory, all contracts made by him after found being of non compos memory. Formerly a writ facias war issued against anyone with whom a lunatic had made a contract to show why they should not be avoided. But the modern way is for the attorney general, after an affidavit to present a petition in chancery for avoiding his contracts and in some cases the non compos may be joined. If suit of law under the same rules upon their contracts, chancery will issue a supersedeas which is a kind of prohibition to prevent them from carrying their contracts to execution.
It is said that no one can plead intoxication in order to avoid contracts unless the other party was the procuring cause of intoxication. Drunkenness is some one's own fault, he deserves punishment. He shall have no relief when he is cheated in his debauchery. I think differently says judge Dees. I know not that I can be warranted by authority in laying down different principles. The policy of the rule as it respects contracts is different from that which respects crime. No person is obliged to contract with a drunken man. But every person is exposed to his rashness and fury. It is difficult to separate the idea of fraud from a contract made with one in a state of intoxication. It is interfering with that rule of equity that no person shall take an undue advantage of another situation. I know of no good reason why they should not be set aside both in law and equity.

The law it is said does not measure the size of one's understanding, nor does equity relieve for weaknesses of intellect — for there is no such distinction known as a legal one equitable capacity, but all who are competent minds stand on equal grounds as to the disposition of their property and equally bound by their contracts. Chancery can interfere sometimes where persons of weak intellect have made
sue disadvantageous contracts, on the ground as contracts is no said that fraud was practiced, but this very case supposes that the person cheated was incapable of discovering fraud by the exercise of due discretion. Ubi jus has often been given also where persons affected with paralytic complaints have made disadvantageous contracts. Cases of this description are so much under the control of their passions that they are liable to imposition.

As is that class of cases where mistake or error in both parties makes contracts void. Where the parties in consequence of mistaking a fact have compromised a doubtful right the contract shall not be set aside unless the contract be a purchase. — as where A & B claim the same piece of land under different titles. Upon compromising A agrees to give to B so much to release his claim. B finds afterward by a trial with a third person that he might have held the land in title. Here the contract is void and B is considered of so much is bound to release his claim. But in purchases where the fact mistaken is the same qua non of the contract the contract will be set aside and the parties placed in statu quo. The enhancement of the price on account of a mistake is no ground for setting aside the contract but it must be made to appear that the buyer would not give an adequate price for the thing bought had he
known the fact which was mistaken. An action for
 damages will lie where a mistake was the cause of
 an enhanced price - but the contract cannot be rescinded
 in Massachusetts bought land under an improvi-
sion that the land was good-bottom land, intermixed
 with quicksets so and afterwards sold the same land
to B in Connecticut. - the land which was in virgin
 proved to be mountainous, so that taxes could hardly
 think over it. In the first sale there was fraud but
 in the last both parties were ignorant. The court
 set aside the contract. A conveyed her negro girl in
 boys clothes and sold her for a boy to B - B not know-
ing the fact sells the same to C who as supposed did
 not want a negro girl for he had enough already.
 where the contract was rescinded. It would seem that
 the following case ought be decided when the same
 principle - where it sold a horse to B fraudulently mis-
 representing the horse to be sound when he had the
 the heaves - afterwards B not knowing that the horse had
 the heaves sold it to C under a mistaken idea that
 the horse was sound. Here the soundness of
 the horse was the sine qua non of the contract. The
 course of proceedings in courts has been not to set
 aside the contract but to give to the purchaser dam-
 ages according to the value of the horse. Here says
 the judge a new rule was introduced for the alleged nothing
 the rule
It is a general rule that ignorantia legis non excusat contrivis but where the ignorance of one's right or rather where the ignorance of the law places both of the contracting parties in a disadvantageous situation there being no suggestion false or suppressio vera by the other party—as where an estate was left to a son and daughter—before the appraisal of the estate the son gave to his sister her election—either to take her orphanage or 10,000£—she not knowing the value of 1000£. She chose the latter—& after the valuation of the estate (which she had a right to insist upon before she made her election) it was found to be triple the value of 1000£ & the contract to accept the 10,000£ was rescinded on the ground that both parties acted without legal knowledge of their legal rights. The schoolmaster case was here repeated—& another case to a learned schoolmaster who said that he had read or heard that to land descended & that the youngest dought have their deceased brother's estate they compromised but it was rescinded by chancery.

A contract to do an impossibility is not binding—as if a man engage to walk 1 mile a minute or carry Litchfield meeting house to the South Farm then are void because impossible in the nature of things—a distinction is made between an
impossibility in the nature of things or a natural impossibility - and a legal impossibility. Where one contracted to burn up the Atlantic ocean - also where one engaged to furnish another with two devils for the purpose of incantation. These were considered as impossible in the nature of things - and in the last case one of judges declared that the contract was not on the ground of illegality. If one covenants to do what the law forbids there is a legal impossibility as if by act he conveyed a piece of land before he gets a title here the contract is not rescinded but an action will lie for damages. Chancery will never decree a specific performance when covenants to convey to A and afterwards conveys to B - this last conveyance is void. Where one conveyed a tract of land but if appeared that a hill of land in the middle of the tract did not belong to the grantor chancery did not decree specific performance of the contract. A covenant with B to convey to C being for £6 as much rice as would be accumulated by doubling a single kernel in geometrical proportion a certain number of times stultified. Here the contract was held to be void on two accounts - 1. the impossibility of specific performance 2 the fraud practised upon one who was not able to calculate the quantity. Where one contracted to sell a horse for one hundred corn for the first nail in the shoe of the horse - to the second. 30 clauding
for each nail on the horse's shoes—Give the contract. Contracts were set aside not on account of the impossibility, but directed the jury to estimate damages by the value of the horse. This was a new rule. Sugden thinks the parties ought to be placed on equality or the ground of undue advantages being taken of another's ignorance. — Contracts possible at first may by the act of God or operation of law become void — as if one give a bond for the appearance of another in court & death prevent him from appearing. But when he is in prison the bond is liable to be forfeited — the court would in ordinary cases continue the cause. If one enter into a contract and by a law made posterior it becomes unlawful to perform what is required in the contract it is void, but suppose in this case money has been paid by one party in consideration of the other party's doing some act which is become unlawful here the contract is void and the money may be recovered. The decisions of the courts on one respect seem to be contrary of all principle — J.S. gives a bond to S.W. of 100l. — The conditions of the bond being that S.W. shall carry Littlefield's leadings to South Farm on his back at one time. So this is a contract to do impossibilities and nothing more or less yet decisions have been to make the bond valid. Where the penalty is joined to the conditions the bonds have been made void. By these decisions
Illegal. It would seem that a distinction was made between bonds where the conditions were united with the penalty, and where they were separate so that they might be cut off with scissors. I do not know how decisions would be made since the rule is established to sign the bond only below the conditions. Coercions may be legally executory or rather legally made on fair grounds yet be liable to be defeated by the annexed conditions as if a covenant to convey a farm to be on condition that B do or omit doing some act - here the condition is precedent and if B dies before the act is done or omitted the covenant or contract is void, but if the conditions be subsequent, anyone absolutely conveys a farm to B but requires to do or omit doing some act which is to be done after the farm vests - here if B dies before the conditions are performed the conveyance will nevertheless be void. Every contract where the consideration or thing to be done is unlawful is void, and one contract to give 10d for killing B - the contract is void. Even if B had done the act, he could not recover the 10d.

Leg. 8

Blanton

Wilson.

So if a man enters into a contract to perjure himself for 10d, and does actually perjure himself - he cannot recover the 10d - the bond or obligation be apparently legal as if express in general terms for consideration, yet parole may be introduced to prove the illegality or turpitude of the consideration. And this is not against
the general principle is, that partible profits cannot be contracted
introduced to show a consideration to a written instru-
ment. When one is bound to do an unlawful act
and actually receive the money for doing so act - by
the act itself alone - how the money cannot be recovered
because the understandings were at first lawful, but afterwards
became unlawful - an action will lie for the recovery of
the money. If one make a contract and to follow his
lawful calling, it is void on account of policy - as if
a lawyer agree not to practice law - or a farmer
not to farm - or a thief not to take his fees - which
these contracts are void - the first because it would have
a tendency to get the profession of the law in the hands
of the richest lawyers - or those that are estatuted of prin-
ciple. - the common law always considered insol-
vent debtors as rogues - and in this respect shows its bar.
As bar. No one of these insolvent debtors imprisoned can 12 Thos. 283
be used to stay in prison after the debt is paid. It
is necessary that there be a legal process before one can
be lawfully imprisoned. Contracts with an alien en-
emy are void - because policy forbids that anything
deem which shall have a tendency to alienate the
affection of the people from their lawful sovereign. The
wagers of bets concerning enemies - as where one laid a
wager that America would be independent by such a
time. If it did not happen - the contract was set aside.
Shaped. Marriage brocage contracts are void—those are conditions set aside on the ground of sound policy—as it led to destroy happy marriages or rather render marriag exempt. Marriage brocage contracts are where one hires another to interfere for him in trying to gain the affection of and procuring the marriag with another. A promise to violate any law or duty is void—so if a sheriff promise to let a prisoner escape—he cannot be compelled to abide by the promise whether he has actually received the consideration or not. All contracts which have a tendency to encourage others to do unlawful acts—as if the Stickled Printer accepts of a bond to indemnify him in case he print a libel—this bond is void. But where one engages to indemnify another—in doing a certain act the bond or engagement is not void if the done of the unlawful act did not know that it was unlawful—so where one with a summons from the court of Channery served upon another who had accused of a contempt of the court—and promised to indemnify the tavernkeeper in assisting him—the tavernkeeper kept him as prisoner—and if afterwards it be proved that the summons was forged—and the promise to indemnify was held to be void.

In England waging is counterenanced by the law but as the law is not held to be politic even in that county
We ought not to be bound by it. But in England where contracts are laid a wager with one of the ministers who had much influence over the King that he should not have a bishopric - it was held to be void. In other cases with a judge that he would not get his case tried or with the counsel of his antagonist - all dangers of this kind are held to void. All security against the consequences of doing an unlawful act being kept absolutely void. All contracts for unstipulated objects affecting the name or reputation of third persons are void as if one had that another had objects or deceases. Contracts for introducing indecent testimony in court are void unless necessary in the case. 

All contracts prohibited by statute stand upon the same footing as those at common law. A executes a note or bond to B - the consideration is illegal and therefore the bond is void - but B indorses it over to C for a valuable consideration and then becomes a bankrupt. Here C cannot recover of B because he is a bankrupt - nor against it for it gave it for an illegal consideration - therefore it is lost, but it is otherwise with negotiable notes and bills of exchange. The principle would seem to be the same in both cases yet for the sake of favouring commerce the indorsee may have a lawful claim upon the original giver. If it is written contract engages B
to smuggle property, it is void whether the act of smuggling be done or not. If the act be done and the consideration be discharged, the money or consideration cannot be recovered— or if the act be not done and the money be paid, it cannot be recovered. It is otherwise where the contract is executed. Here the money be paid and the act be not done, the money may be recovered—but if the act be done, it cannot be recovered. In this class of cases there are some exceptions. When two or more make a contract, both parties knowingly violating the law— as where one at a gambling table contracts with another to put money at stake, ownership to be determined by the issue of an unlawful game. The law takes no notice of such contracts, so if one has actually paid money according to the event of a game nor—468-696 every can be had— of a contract be made for payment lawfully known it will not be enforced in law nor equity.

Usurious contracts are those where more than the legal interest is agreed to be paid on the one part and are received on the other for the loan of money. It is a general rule that when money is paid, under an imposed hardship—it may be recovered. When usurious interest is paid equity gives a right to recover the surplus above lawful interest & no more. The law is if no case says the judge where the surplus might be recovered in Equity.
yet cases may arise where a man might according to usury
natural equity take more than lawful interest. The
principle upon which Equity gives a right of recov-
ering in contracts of usury is that they are inequi-
table unjust and oppressive. So the laws of Society are
not to be broken with impunity yet in some cases it is not
deemed unconscionable to break the law and pay the
penalty—os if one bury a deceased relation in linen
instead of woolen and pay the penalty. — If the con-
tact be executory no recovery can be had for the sur-
plus. — Suppose two partners enter into a contract
with another where it is expressly stipulated that the
partners shall pay 12 per cent—illegal interest—the whole
of this contract is void by law—but suppose one of the
partners had paid up the whole same due—can he
come upon the other partner—for his proportion
here no implicit promise to pay can be supposed and
if there was no express promise to pay nor privity
of the other partner no action will lie against him.
Some Statutes go to make void the security upon
contracts but leave the contracts themselves exact
where they were before the security was taken. As 1677
if an infant give a bond for necessaries the contract 15 36/732
is good but the bond is good for nothing—so if one
upon liquidating his accounts with another finds an
balance due to him and compels the other by threats.
and takes his obligation for 100$ reserving the 10% contras like as interest - the obligation will be void - but no penalty is liable here for the interest is not paid but only reserved. But suppose it gives a bond of 100$ to be upon lawful interest - at the time of payment. It must have 12 per cent interest - so to pays the required interest - This does not destroy the obligation - it is valid - but A subjects himself to a penalty of treble the amount of the obligation viz 300$. If the borrower in the first case had allowed the 10% reserved, as interest & paid up the 90% according to the agreement then the lender would have been subject to a penalty - and the obligation would have been void also. There must have been some corrupt express agreement on the one part to give and on the other - take lawful interest at the time the obligation is given (or before) to render the obligation void. But the penalty is obstinated where the obligation is valid (as with lawful interest) but upon the payment of the obligation more than legal interest is allowed. No express fact to contract to pay usurious interest can make void a pre-existent usurious obligation. So matter in what shape the loan is - it will be equally usurious of the loan consist of good at an exorbitant price provided they be actually a loan. as if it applied to be for a loan of money - to tell him he has no money - or having money cannot lend it for lawful interest.
...but says he here are two hogsheads of rum which
you can sell for 90$ each-these you may have for
100$ each. Here the contract is usurious and may
be avoided. The same is the case of part of the loan
of money and the other part goods at an exorbitant
price. - So also of the obligation given of a prior one
and another taken at the same time for unlawful in-
terest. Both obligations are void. But if the usurious
interest had been agreed upon-and even put into an
obligation after the original was given only the last will be void, but it must have been a
bona fide, express fact agreement. According to the
old rule of the common law it was usurious to reserve
from the rum lent the interest which would have been
due at the end of the year, as if one in this state lend
94$ for a year & take an obligation for 100$ - here it
will be seen is more than legal interest-reserved, for the
lender has 6$ for the interest of 94$-and also the in-
terest of the 6$ for a year. A statute was finally made
by which it became lawful to take interest in their
manner-but as that statute was not binding in
this country-our courts have decided that it is law-
ful to take interest at first-in the same manner, or
at any time in the year. There must be a real in-
terest in the lender to take unlawful interest in order
to render a bond usurious. Therefore of the summever
make a mistake in drawing the obligation it is not Contracts
unusual, as where a creditor was directed to draw
a note of a 100$ at the rate of 6% a year for 6 months, bros. 677
and he drew it for 100$ at the rate of 6% for six months, a hint 83
it mistake of the law will not render a bond as such, bros. 801
Before the year 1780 our courts had established any
rule for calculating interest & there were almost as
many ways for calculating it & there were people
who took it. One way for calculating interest was when
there were observances— to add the interest upon the ori-
"nal principal to the time the note is to be settled, then
and the interest upon the payments respectively from the
time they were paid to the present time & deduct this
last from the principal and interest before found. This and
the following method was manifestly against the interest
of the lender— another method was to put the princi-
pal in one column and the interest up to the first indors-
ment in another opposite— setting the indorserment
under the principal & subtracting therefrom— then the
indorsement to be taken from what remains— and soon
until the principal is exhausted— then the indorsements
go to the interest; here no more than simple interest
allowed— no interest being allowed on arrears of interest.
The rule established by our court in 1780 is different
from either of these. By this rule the interest is to be
paid upon the principal up to the first indorsement if
the payment or indorsement is one year or more from the time the note was upon interest — this interest is to be added to the principal and the payment deducted from the amount — the interest is to be cast upon the remainder to the next indorsement. (If the indorsement be made at or after a year from the last indorsement) and so on till all the indorsements. But if any indorsement be made within a year from the time the obligation began to draw interest — or from the time of the last indorsement, the interest is to be cast from the time of the last indorsement — or from the giving of the obligation up to the end of the year and added to the principal (or what was due at the beginning of that year) — the interest is then to be cast upon the indorsement back from the end of the year to the time of the indorsement and deducted from the amount — viz the interest up to the end of the year added to what was due at the beginning of the year. In calculating the interest to the next indorsement — the time must be reckoned from the end of the year — not from the time of the indorsement. This is the method of calculating interest in the state of Connecticut & this says the judge is the only true method. The rule which the United states court have established is like this: only the interest is cast from indorsement to indorsement taking no notice whether payment be made within
A contract for interest upon interest is not usua-
does not make an obligation void yet the
 borrower may avoid his contract to pay interest up-
on interest. But if he has actually consented to pay
has paid interest upon interest no recovery can be
held. This principle is established on the ground of
policy not of justice for the lender becomes intitled
to his interest yearly and may by action recover
it and put it out again upon interest but not to the
same man. The true principle seems to be to prevent
men from being too much involved in debt before
they are aware of it. J. S. executes a note of 100£
to A. In a year afterwards compound interest is re-
claimed upon it and a new note is given for the whole.
This obligation is not void. but chancery will con-
tain the surplus above simple interest.

A belonging in S. York state lends 80 belonging in
this state a sum of money, or the state at 7 per cent in-
terest than being the lawful interest in S. York it is not
unjust. As according to the strict letter of the statute
the security is void— but the contract was not corrupt
nor according to the meaning or spirit of the law was
the security void. The same is the case if the original
security had been made in S. York and renewed in
this state. But if both parties belong in this state &
they go into S. York with a view to make such a contract it will be usurious. Cases of a similar kind are found in the books—where one borrows money of another belonging in Ireland—the obligation drawn in England at Irish rate of interest. The obligation was held to be good. But on the other hand where money was borrowed in Eng. with a mortgage security of land in Jamaica, at Jamaica interest it was held to be usurious. These cases say the Judge are hard to be reconciled. It has a good note against B—afterwards he makes an usurious contract with B and reduces the two obligations into one. All security for both contracts are then void. But altho' the security for the first contract is gone yet an action will lie upon the ground of the deep sole contract—for this is revised by the destruction of the security in the same manner as if the security were lost by accident or time. This does not come under the maxim that the right of action once gone is always gone. There are some cases where an usurious note may be purged—as where it is sold to a third person who is not privy to the fact of its being corrupt—the same is the case if left after the holder's death to his executor. But the taint is hereditary—as if bequeathed—it is still usurious. Where the obligation is in the nature of a penal bond it is not usurious
As if one promise to pay by such a time but if he fail, viz. to pay by the specified time then to pay double the sum. This all the reductions to writing is not serious 5s. 6d. it will not make the obligation void but the penalty will be cashiered down—the same as a penal bond.

A sound side harden of the whole principle will justify the taking of more than legal interest, as in Bottomy correspondence where in the first a capital is advanced to the borrower who binds himself to restore the principal with the interest agreed upon provided the vessel returns safe into port—in the second where the money loaned is laid out is goods shipped and only the borrower personally is liable upon the return of the vessel. In this case the vessel as well as the person of the borrower is answerable upon her safe return.

But a colorable breach will not justify taking illegal interest. As where one in sound health promises to pay 12 Shillings on a sum borrowed—which on condition that he dies before tomorrow morning shall be lost to the lender. Hadn't 5s. 4d. if one lend a sum of money is 100£ condition to be doubled if a Packet go from St. Haven to St. Yorks in safety but if the packet be lost then the principle to be given up. So where one borrower 100£ on conditions to pay 300£ 8 years hence if any of his children were alive at that time—if not the 100£ to be forfeited to the borrower. In all these cases the hazard is colourable—the obligation serious and therefore void. Upon the part—
Usury probability, if less, depends the idea of hardness.

Annuities are not usurious interest, as if one put out a sum of money with a view never to receive it again but in consideration thereof to receive an annual payment for the life of the barterer or the

If the casuistry goes only to the interest, it is unanswerable.

It has been doubted whether, if a man pleads usury and faults in making out proof, he can have a new trial. There are no cases recorded in the reports of a new trial being granted on this subject. There have been two instances in this country—one in this state and one before the United States court—where applications has been made for a new trial—but in the United States court a new trial was not granted on the ground of the party's having known at the first trial of the witness for the introduction of which he applied for a new trial. In this a new trial was not granted on the ground that the legal were not taken for a new trial only not filing a bill for that purpose. So that there has never been a judicial decision on this point. It seems reasonable, says the judge, from the general principle of granting new trials that there never should be new trials granted for the defendant who has paid usury and fraud unless fraud had been practiced on the other side or getting the witnesses out of the way or the like causes. In all actions where penalties
are inflicted—whether brought by the proper officers or contracts
individuals in their private character—if the defen-
dant be not convicted upon the first trial—he shall
not be brought into court again for the same offence
except for the cause of fraud just before mentioned.
The object of the penal statutes are to discourage the
practice of what is thereby forbidden—by putting it
in the power of individuals in their private capac-
ity to watch the breaches of the law and prosecute
without incurring expense out of their own pockets.
The statute respecting usurious bonds was made as
a penal statute—it does nothing more nor less than
inflict a penalty on the holder of an usurious note to
the whole amount of the note and lawful interest upon
Equity never inflicts penalties like this—but in England
where a bill is brought into chancery for the purpose,
chancery will curtail the surplus by decree payment
of the principle and interest. There has formerly been
some dispute whether a bill of this kind could be bro-
ught into chancery—because some one bill can be
brought into chancery for the oddeus of wrong but
those for which no remedy can be had at law—yet
here say they a remedy and more than a oddeus of
wrongs can be had at law. Notwithstanding what is
here said it cannot be doubted but that a bill might be
filed in chancery when no proof of usury could be had at law.
And I think says the judge a bill of this kind may in point of principle be admitted on the ground that the borrower may think it unconscientious to destroy the obligation entirely. We have a statute in this state by which when an action is brought upon the obligation and the defendant intends to plead usury he may file his bill against the plaintiff on or before the second day of the session of the court for compelling the plaintiff to answer to the usury. If it appears to the court that the obligation is usurious then the court strike all the interest and leave the naked principle to be collected against the defendant. If the plaintiff will not disclose the usury the court do not consider it as a contempt but give judgment for the defendant—rendering the obligation void. A remarkable case once came before the court where an legal obligation was taken by the lender and a separate note for the usurious interest. Upon a suit of this usurious note the defendant plead usury and file a bill for the disclosure of the usury. The plaintiff answered that it was usury the whole of it. The court not knowing what to do—for if they struck out all the interest they would strike out the principle also. & in this way judgment would be rendered for the defendant just as if the plaintiff had refused to disclose the usury. This they thought would not do
because as the judgment for one party makes the contracts
cost come upon the other - the defendant would have
been liable for the costs of suit — The court in order
to make the costs come upon the defendant consti-
tuated a principle of six pence on the like and gave
judgment for the plaintiff. — If the oblige or the
one to whom the note was given be dead no bill can
be filed by the defendant for the discovery of usurry.
So one being supposed to be prior to the usury but the
one to whom the note is given. — In pleading usurry
custom has made it a rule to state in the plea or de-
claration a certain sum as 5 L or 6 L or the like over &
above the legal interest but it is not necessary to prove
that this sum alleged is the true sum above the legal
interest, — therefore it is no matter whether the sum
alleged in the plea is more or less than the true surplus.
All contracts made under DURESS or illeleg
restrain are void. There are two kinds of duress
viz. duress of imprisonment and duress pernicious
the first is where one is induced to make a contract by
his being unlawfully deprived of the liberty of his per-
son. The second is where loss of life or limb or fear of
bodily harm or imprisonment induces one to make
a contract. There are other kinds of duress viz.
Duress in law and duress in equity. As Duress
in law or legal duress—all contracts made under an—
Purvis imposed hardship such as imprisonment, menace of life or limb are absolutely void on the part of him who was in this predicament— and altho the contract was afterwards ratified it is voidable in equity. It has been questioned whether contracts to release one's relations from imprisonment may not be avoided by plea of duress— as if a father contract for the liberty of his son or to prevent an assault and battery of his son. There have been many contradictory opinions on this subject, but it seems to be agreed that a contract made by a woman for the release of his wife is void and the reason given is because the man and wife are in law considered as one person— & a man's contract for his own release is always void on the ground of duress. As to legal relations such as master & servant— and Moral relations such as friends— it is no duress when one contracts for the release of the other— however dear or strong the ties of friendship may be between them. No restraint upon a man's cattle or other property nor threats of injuring it— as burning a house who cannot injure his person or that of his wife— can make void his contract to be relieved on the ground of duress. It menaces B with bodily harm such as would be considered duress per minas— telling him that if he will execute to him a note of 40£ he will not carry his threats into execution— B declares he will not but tells him he
will give him a rate of 20l. Here it was argued that contracts that it was a voluntary act and therefore cannot be set aside; but Court decided that it was duress. Where a man promises while under duress to make a contract when the duress is removed and does accordingly make a contract when he obtains his liberty; the case is no case reported directly to the point. Yet it would seem to be agreeable to the general principles of law to vacate the contract because a conscientious man would consider that too binding to avoid it voluntarily. Powell is of contradictory. Evidence of duress cannot be given under the general issue—duress must be pled specifically. 

Thus far contracts made under duress are disregarded in law, but in courts of Equity relief is given where courts of law would not interfere. Relief is here granted where the fear of some evil to one person or property induces a man to make a disadvantageous contract. No man ought to obtain a right by doing a wrong act—no one ought to take advantage of his own wrong—a no one ought to take advantage of another situation. It is no matter how great an evil or injury is done to another person if the contract be made to satisfy him for the injury yet if it were made under duress it will be void, as when one was found in the bed with another's wife and a bond being drawn against him for the sake of his life was
Fraud induced to give to the husband of the wife an obligation of 100£. This obligation says L. Cooper would have been void but after duress was removed the mean in order to preserve his reputation removed the obligation — and it was held by L. Cooper to be binding. Excusing from a just reverence of a superior — or if a son make a contract with the father will not amount to duress. It is questionable whether her daughter's husband estate — she would give her consent to her marriage with B. on condition that B. should by deed make over to A. his intended wife's mother all the rents and profits of the land during her life — if he refuse the determination to place every obstacle in the way of their marriage. He finally consented rather than to lose his ducinium to give her a deed of the rents and profits of the land — which deed the court held to be void on the grounds of duress.

Of contracts rendered void by

Fraud in contracts sometimes renders them void at law — sometimes in Equity — sometimes in neither but in this latter case satisfaction is given in damages — or sometimes where damages are given in a court of law, Equity interposes to prevent injustice.
as if one of the parties were the bide or vendor. Contracts
to the other different from what is written—here the
bond is void. Where the fraud is in the consideration
laws of common law do not rescind the contract
but give satisfaction in damages. If the contract
is rescinded, the property in the chancery will
rescind the contract and order the money to be paid
back if any had been paid towards the land or order
the bond to be given up. The court does not rescind the
contract on the
ground that too much or too little is given for the
land, but when the ground of the deceit or fraud is practiced.
If the contract be rescinding personal property
the fraud is total—as where one sells a horse not
his own—it is not uncommon in such cases for
chancery to intervene and vacate the contract
but when the fraud in the consideration is only
partial—as where a lame horse is represented to be
sound and he as such—the contract of sale is not
void but the compensation must be made to the buyer
in damages. A partial fraud in the consideration
where landed estate is conveyed as a sufficient ground
for chancery to vacate the contract. I think says
the judge that in principle it ought to be a sufficient
ground for rescinding contracts where personal prop.
is conveyed. It is probable says he that the time will come
that contracts will stand on different footing.
There has been a trial lately to have the law in this respect altered in England. A made a contract with B to swap spans of horses—A gave a sum of money to boot between his own span and that of B's—but by misrepresentation was cheated for B's horses would not go in the carriage. Lord Ellenborough the present chief justice advised it to tender back the span he had got by exchanging—and bring action of treaver for his own horses in the possession of B—and also for money had received as boot. But the court said they should make no innovation in the law and gave judgment for the defendant. There is one kind of contracts which courts of law will not abide, where money is paid and the consideration turns out to be nothing at all, pure and utterated fraud. Here courts of law will go as far as to vacate the contract in an action for the money paid and received. Here is the case where a forged order is received and cancelled, here an action will lie for money paid and received. If a horse is sold which turns out to be no better than the skin it is not total fraud. The law with regard to partial fraud in longline is the same, or near. But in contracts where personal estate alone is concerned our courts of law will destroy them wholly where the fraud is in the consideration is total. Where a man belonging in Washington in thei
State purchased horses and paid for them in bills of exchange on merchants in France which had been cancelled (by one of the site had been cancelled) always paying a dollar on the like in good money. Here the contracts were set aside — the dollar being considered by the court as coloured.

Contracts where fraud is practiced upon third persons are absolutely void in law. This principle has nothing to do with the equity of the thing, but is founded on the ground of justice, as where the son of A was about to be married to B's daughter, it covenanted with C to settle upon his son Dock on tails 15d. a condition that C would settle the same sum upon his daughter, but C privately covenanted with A's father to release his settlement on condition that C paid his Dock. This last contract was set aside for fraud upon C. An action will lie against one who falsely warrant a thing or a person to be sound or wealthy, and it is no matter whether the owner of the thing warrants it to be sound or a third person. A concealment of defects may operate as fraud as well as the false affirmation of soundness, the maxim being suspective vixi as well as suggestio falsi. Roman hire a horse to go hunting and with a true ride intent to return with the horse, but afterwards runaway with. 

There will be action of theft. If a thing be taken back...
fully and with an intent to return the same again at the time agreed upon — no afterthought or animus jurandi will make it theft. Here the judge repeated the case where the 36 pair of silk stockings were stolen — also where the supposed diamond was found &c.

What follows here should have been introduced in the last page before. In this Mrs. Throckmorton says it is our practice to plead the fraud as we would any thing else where the fraud is in the consideration and total.

Courts of Chancery do not rescind contracts on the ground that the fraud is total where one is guilty by a mere trick — as where some sailors sold their shares in a rich prize, being misinformed that the prize was not valuable, that a French fleet was out and would give but a small chance for the prize to arrive safe to the place of destination. Chancery interfered and rescinded their contract. The unreasonableness of inadequacy of price it is said, itself is no ground for vacating the contract or retaining the price. Indeed must always be mixed with it; this inadequacy in most instancs furnishes a kind of evidence of fraud. This subject has been lately agitated in England, see Brown. I do not see the propriety, says the judge, of referring the subject of interest upon interest to their heads. It is to be sure a matter of oppression in most instances, but it is to be viewed principally as a matter of policy for the future interfere rather than of equity. While we conclude hi-
The contract of a man's ignorance, or of a weak mind by another of superior powers, is one of chancery in England will sit aside the contract. If in the Bartley case, a new rule was introduced into courts of law—the court did not rescind the contract as a court of chancery would have done, which had they done it would have been perfectly right, but instead of blaming the parties in statute, they directed the jury to estimate the value of the horse and give damages accordingly. If they could not conscientiously rescind the contract, they should instead of sustaining the action, have sent it into chancery. They made the contract good to the extent of the value of the article sold. Where one takes advantage of another's circumstances, then, will set aside this contract, as where a let money to B and by this means gets to A Brown 162, well in his power, while they immersed and oppressed obtains his land at nearly half the value—this sale of land was vacated in chancery. If the parties to such contracts will after they become fully possess of a knowledge of their rights validate them chancery will not set them aside.

As to fraud upon third persons, see also page 215. Under this head are included all that class of contracts respecting estates in expectancy. If an heir apparent dispossesses one who expects a legacy or devise dethrones it before it begins.
the quantum is determined chancery views the contract as being vitiated corrupt and will accordingly set it aside. The person defended here is the grantor of the legacy in the one from whom the estate descends and it makes no difference whether he be dead or alive with regard to the validity of the contract. This rule seems to be founded upon policy, for an expectant involved in debt might have advantage to his circumstances or for a present relief give up a valuable expectancy — A would not consent to the marriage of his daughter with B because B was involved in debt — A to make sure of his price made a contract with his brother and his father to pay the debt, but at the same time gave a bond to his father's brother privately by which he agreed to pay the debt himself. This bond was made void as actually became as it is called a Newmam — This principle has been carried to great lengths so that where one pretended to convey to his son upon his marriage with B in order to induce the father or of B to settle as much upon her — this last settlement is invalid after it was made was declared void. In this head of Vem 240 it is referred that species of fraud upon the creditors of a bankrupt or an insolvent person — where one of the creditors will not agree to a composition of the debt and the debtor agrees to pay him his whole debt provided he will agree to the composition for there can be
no composition unless all the creditors consent to it (Contract
1) The other creditors may have their agreement annulled
in Chancery— but if the composition is agreed upon
the debtor shall be bound by his agreement to pay
up his creditors demands. — And there will be no
difference if the debtor assigns over to another all
the matters. If matters of this kind had happened
upon the first institution of Chancery it is reason-
able to suppose that courts of Law would have juris-
diction of such causes.

We come now to that kind of fraud which does not
absolutely vacate the contract— but for which com-
penation is given in damages for the injury
sustained. It is often the case that an action will
lie for damages upon a contract with which fraud
is mixed when no action would lie upon the contract
itself— e.g. An action will lie for debts contracted by
1 Sec. 129
gambling— yet if fraud is made use of— as by false dice
258
or the like— these contracts will be either set aside or
1 Sec. 16
compensation will be given in damages. It has been qu-
258
uestioned whether minors were liable for their frauds—
some say they cannot be because they are not li-
13 Th. 71
able for their contracts. The authorities on the sub-
g223
ject differ materially. The old seem to acknowledge—
that an infant is liable for every other tort but that
of fraud— that he is indiable as a common cheat.
All the late decisions have gone towards establishing the rule that owners are liable for fraud. 8th
12th 13th seems to be the opinions of Mansfield and Kinger
8th says the judge appears to be founded in equity
and to this the old fallacies idea has partly given
place. 9th A breach of an implied promise is actionable; on
the ground of fraud. A man in his profession as
lawful calling. If he violates his trust has where a
lawyer betrays the cause of his client—or a black-
smith or tanner lames a horse by shoeing him or
where a surgeon by trying an experiment with his
new-instruments breaks a man's leg—which had been
before broken before and just begun to callous. in all
these cases an action may be brought on the ground
of fraud. The most common fraud is practiced in
the sale and conveyance of property. The most
modern decisions go principally upon the footing
of sound morality. The principle as now established
seems to be that where one warrants a thing to be
sound and good—and it proves otherwise—he is liable
to an action on this warranty and it is no matter
whether this warranty be made by the owner of
the thing or a third person—or whether the person
founded his warranty upon his own personal knowledge.
Or not. If a man can show good reason for believing
the thing was sound he may be excused. If the person
who undertakes to affirm, a warrant is thing sound in contracts known to the buyer to be a liar no action will lie against him. As where one affirmed that another was a man of property on an action being brought against him it was proved that he knew the man was not a man of property also it was proved that the person who affirmed was known to the plaintiff to be a liar. We find by the old authorities that a mere affirmation was not a ground upon which an action may be brought. It now seems to be settled as law that a man is liable for every false of affirmation by which third persons are deceived unless the affirmation be founded upon a full belief that the thing was as he affirmed and even here some reasons must be shewn upon which he founded his belief before he can be excused. If a man have goods to sell and he affirms any thing of them which is not true the affirmation in order to subject him must have been such as to induce the buyer to rely upon it to be deceived by it. It is not expected says the judge that people will cry out 'stinking fish' people will say he told shop talk and no injury be done. There seems to be no difference among the modern decisions in England and our Federal & State courts on this principle. The affirmation must have been at the time of the sale as where one offered a sword to a silver smith and affirming the hill to be silver the sword was not bought then but afterwards it was bought at a less price for an.
So action will lie upon a warranty as such if the purchase be not made immediately afterwards but the
emphasis warranty will be considered as an affirmation and the
action must be brought upon it as such -- (2) an action
on the case -- on the ground of fraud there is a warranty
the action may be assumed on the ground of contract.
It is said by Blackstone that a mere concealment of the
defect in the thing sold as well as a false affirmation
will afford grounds for an action on the case -- but if the
defect is manifest and the buyer had a fair chance to
discover the defect the seller shall not be liable. If a
man sells a thing which is in his possession as his
own -- and it proves not to be his own he is liable -- but if
he sells a thing at a distance not in possession he shall
not be liable. A mere opinion of the value of the thing told
by which the buyer is deceived will not subject the seller
the same is the case if he falsely asserts that he has been
offered so much for it. But if he falsely affirms that he
has received so much for it -- or that others have given
so much -- he is liable to an action on the case -- as where
one affirms the rent of a house to have been 50 per annum.
when in truth it was but 25 -- an action lies for the
is a matter which lies in the private knowledge of
the seller. It is stated in Ch. 25 v. 22 that if the buyer
of a house discovers defects which were purposely concealed to
the seller. and afterwards within a reasonable time re-
in such a case the horse an action of assumpsit for no contract will lie to recover  back the money
for saying the concealment of such a material circumstance is a fraud which vacates the contract (Hold. 17)
If the seller warrants the horse to be sound whether he knew to the contrary or not an action will lie upon
the warranty or special contract and this even if the buyer does not make tender of him or give the seller
notice of the defect. — If the action be a general action of assumpsit to recover back the price of the horse the warranty cannot be true.

Now far a Master is liable for the fault of his servant
The master is liable for the person and the loss of the
servants so far as the law will imply a command in 15th 282
the master for the servant to do the act — as where 2 35 410
servant sold liquor which is notorious but which the 1st 35 253
Master proves to customers have an action will lie ag
again the Master. But if the servant sold an unsumonable 162 95
horse at a fair (for other merchandise) no action lies against 16th 148
the master unless he has commanded him to sell the horse 128
horse or other merchandise to a particular person. And it
seems that in most of these cases an action will
lie against the servant.

As to alienation of estate with an intent to defraud creditors the law depends principally upon the Statute
made in England in 13th 27th Elizabeth and copied into the statutes of most of the states in the United States
The law arising from the construction of Stat. 8th & 9th
make vilate creditors all conveyances of land made for
out valuable consideration when the alienor was in-
ressed in debt not the benefit of prior and subsequent
creditors by prior creditors, meaning those whose debts
were contracted previous to the conveyance, by subse-
quent those contracted after the conveyance of the estate.
If the alienor was not in debt at the time of the con-
veyance but afterwards contracted debts, the law pre-
sumes an intent to defraud these creditors, and this pre-
sumption cannot be rebutted for it is a rule in law
that a presumption of law cannot ever be rebutted.
But presumptive evidence may be softened in rebuttal, the
presumptive jurisprudence is the presumption of a
statute—that of the common law is merely called
a presumption of law. It will therefore be of
no use to introduce evidence to prove that the alienor had
no intent to defraud his prior or his subsequent
creditors—for the law will stop their mouths. It is the
opinion of Lord Mansfield that this statute has made
no alteration in the common law but has only gone
in affirmation of it. Whatever weight may be attached
to the opinion of Lord Mansfield, it does seem says judge
that there is manifestly a difference between the law
as it now stands and the law as it stood before this
statute was enacted. For in the latter case subsequent
creditors could not come upon the estate unless voluntary conveyances
were made or contracts
thereby alienated unless the estate could be shown to be conveyed with
an intent to run in debt afterwards 6to54 and defraud these subsequent
creditors. But by the same 105 statute these voluntary conveyances are fraudulent
as much against the chance for the benefit of subsequent creditors as
the prior creditors. There are no such exceptions for if a voluntary conveyance be made without any
design of defrauding his creditors the it is never good
against the claims of prior creditors - yet it may sometimes be good against subsequent creditors. In order
that this conveyance should be held good in the
hands of the grantee against subsequent creditors
it must have been granted when the grantor was
not generally or greatly involved - not pressed with
debts - it must appear that he not only had property en-
ough to pay all his debts but that his property was in
such a state that he could pay the debts without com-
barrasement. 2nd it must not have been granted to a str - talk or str
anger in utmost debt is granted to one whom the
grantor was in duty bound to provide for - one to
whom he stands in loco-parentis - as a nephew or ne-
iece - wife or child - 3rd the grantee must have been in debt
at the time of the grant 4th there must be no cir-
cumstances which showed an intention to run in debt
afterwards 5th the debts must not have been created immediately.
In every case where a man abandons himself of his property entitling conveyance and afterwards contracts debts—i.e., if debts be arise it amounts to an intent to deceive & this being once established as law, the grantor must consider it as a ground for his conveyance. It is discovered that a forcible construction of the word intent is perhaps not a very unnatural one in the circumstances. It is conceived that a man may be perfectly sincere in conveying away his estate from his creditors as if he had a valuable ship at sea, so that her arrival would be abundantly able to pay all his debts, he for the sake of saving his land canvases for a while to a friend, otherwise it might have been attached, and sold for less than its value—a great loss to himself. This there seem to be the conclusion that no one shall be allowed to convey without valuable consideration his estate from his creditors.

The law arising from the construction of the 27th rule relates to the title which the grantee of a voluntary conveyance has and that of a purchaser under the grantee—and also of a purchaser under the grantor.

At the beginning of the lecture this day the question which the Judge gave to the student was presented to him to read, for the writing was so bad that no one else could make it out. Upon taking the paper he humbly said that he believed...
his writing he did not get out of but he could not read it. Then went on to tell an
and only of a clergyman who upon writing to his brother clergyman and re-
cieving no answer enquired the cause, the latter replied that he had received a let-
tter some time ago but could not read it and presented the letter to write to read it to him, so he began to read it but meeting with considerable dif-
iculty gave the letter back and told him he could not read it, he should have got him to read it before it had got cold. 

It is a rule well estab-
lished in law, that no conveyance of real estate shall be
valid unless there be a valuable or good consideration a
valuable consideration is where there is a mutual exchange
of property or money for land, etc. A good consideration is such
as love affection or marriage. 307, 308, 309. If X conveys 50 acres to Y to have an estate without sufficient consideration moving chnt. 288
and afterwards conveys the same estate to Z for a sal-
loop 288. Sufficient consideration the latter shall hold to the former.
The con honest volunteer shall be defeated. This is the 18th 15
construction which has been given to the statute by 10th 19
the current of authorities, the by natural construction 10th 119
and the opinion of some respectable authorities the 28th 18
volunteer title should be preferred. But if it be consid-
ered that the very offer to sell again after the volun-
tary conveyance is evidence of the gratitute of the 28th 10
voluntary design to deceive the volunteer there can be but lit-
el chnt. 288
We doubt that this is the right construction which or 18th 18
adopted by the best authorities. Whatever would have been 10th 288.

can intent to deceive the volunteer at the time of making 18th 29 216
In order to be valid, conveyance is referred back to the time of the
 conveying. Voluntary conveyance, and the grantor is presumed
 to have originally an intent to deceive the conve
 46-54
 with the principle the current of cases seems to tally.

Conveyance in consideration of marriage, which
 is by law a valuable consideration, and one says the
 judge as good as the cash, may be fraudulently to
 that creditors may get their end. To clear it from from
 from all fraud, to preserve from the creditors. These
 conveyance must be made in consideration of mar
 dle marriage. - a bare settlement upon a wife will
 not bar the creditors unless the settlement be in purs
 ance of agreement before marriage, and made by
 consideration of marriage - even if the marriage
 agreement before marriage be merely parole verbal.

Aft the non-performance of the agreement, could by law
 be enforced. Yet if he actually makes a settlement in
 pursance of the parole agreement it is good aga
 against creditors. If a settlement be made upon the
 wife with limitation over to his or her collateral
 relation, this limitation may be defeated by credi
 If a settlement be made by trust estate, or where the
 legal title rests in a stranger or any other co-hercol-
 lator or collateral relation and the equitable title in her and
 upon her death it rest also with the legal. It is volu
 tary as to the one who hold the legal title and liable to
be debated after her death but if the equitable title of her issue it can never be impeached by creditors subsequent or prior in view of the statute 23 Edw. 18 at settlement upon the wife in consideration of an annuity payable interest in right of her wife trust estate 23 Edw. 18 will be valid if she had the settlement previously. 23 Edw. 19 The husband is entitled the interest in the trust estate 23 Edw. 18 of the wife unless it be for her separate use of which 23 Edw. 17 we shall say nothing at present. He may compel the performance of it in Chancery but Chancery 23 Edw. 18 will not compel the trustees to pay it to him until 23 Edw. 18 he has made an adequate settlement upon the wife 23 Edw. 18 but the settlement in this case may be extrajudicially set apart and if of course be fraudulent as against creditors 23 Edw. 18 as if the whole of the husband's estate came by his wife 23 Edw. 18 and he afterwards settles the whole of it upon her. 23 Edw. 18

Therefore when the husband has done what Chancery would have done or compelled the husband to do it is good against creditors. But suppose a legacy were left to the wife the husband is undoubtedly entitled to it 23 Edw. 18 suppose also the husband makes a settlement in consideration of this legacy it is good against creditors 23 Edw. 18 whenever for if the executor should refuse to pay the legacy until a settlement be made upon the wife the husband could not recover it even at law until the settlement was made because upon application 23 Edw. 18
cases where no remedy can be had against the donee.
In one case it has been decided that a court of Chancery could not
order the donee to refund the value of the property so granted. Vint. 31 Geo. 2.
No remedy can be had in a court of Law. This rule is
perhaps founded upon strict equity. The next day after
the decision of the above mentioned question the
case put a question to the court - viz. how far would the
court go in making donees liable to refund as if a man
make a present of a trifle - a watch, or the like to one of
his children or relation. The reply made was that courts
would not interfere in matters of this kind unless
the magnitude of the case was such as required their inter-
ference. From that arose another question - suppose
the donor had made a voluntary conveyance of money
No one can expect to find the identical cash - it cannot
be levied upon - it would be singular indeed to levy an
execution upon cash and bring it to the post and sell it.
You may go to chancery and there obtain an
order to go directly against the donee as much as
if the donor was dead. An officer may levy upon money
to respond a judgment. Why not the law.
Law be so amended that an officer may levy upon it
why not we be squeamish about making alterations
in the law - so that an attachment may go out against
money. - The reason why money is not leviable upon
that it would lead to an abuse of the officers authority - must he take him down and rummage his pockets, must he be permitted to break open every door in a house in order to find the money, surely this would expose the liberty of a man's person and his property to the honesty of an officer - a stranger - a pickpocket. It does seem to me says the judge that the law is founded upon just principles - that a restraint of one person till he shall be willing to produce the money is sufficient. Our statute says nothing on the subject - and I am far from being satisfied that there ought to be a legal levy upon money. Where a weak man conveys his estate to trustees for his own benefit the legal title is voluntarily conveyed - the purchaser not knowing that the weak man had conveyed it as a trust estate shall be sued if the purchaser knew of the trust. Suppose a bona fide purchaser knowing the previous trust had paid for the estate - is the weak man had spent it could the estate in the hands of the trustee be sold to refund the money. I think not. If a man has seduced a woman and conveys annulment to her as a premium - judicilis is good against creditors for the illegality of the consideration has nothing to do with it - but if an annuity is given for the continuance of rehabilitation it is not good against creditors.

Suppose it is an ignorant man's wish, I retire from
business conveys to B all his estate for the payment of his debts. If there is enough and B is willing to pay all the debts— all is right. — But in case of deficiency (or if there is no deficiency and the prior it) the creditors may levy upon the land and consider it as a fraudulent conveyance. This conveyance must be to a stranger for if it be one from whom he is bound to provide it is good against creditors. But what if he had conveyed it to one of his creditors? The general rule seems to be that if he had thus conveyed it for the payment of his debts and the debt of his creditor to whom he had conveyed it was equal to or more than the value of the estate — then the estate should go in satisfaction of his debt only. But if the estate is greater than his debt — it should be a fraudulent conveyance and liable to any of the creditors — and the donee would be liable to lose the estate until he sue out execution against the donor before the other creditors have exhausted the estate. It may convey his estate by mortgage and it will be good for the mortgagee may purchase out by the other creditors and thereby upon it. — When the estate is conveyed to a stranger for the payment of debts as aforesaid mentioned it is good against subsequent creditors and purchasers whether they knew of this conveyance or not. — But a conveyance may be fraudulent the consideration be good
Fraudulent conveyance and the cash paid down, as where one purchases the estate of another with an intent to get it out of the hands of the creditors. This is a principle laid down by Lord Mansfield—founded upon good reasons and well established as law. A case of this kind occurred once in Warren in this state, where a justice of the peace knowing that his neighbour was involved in debt, he himself had the day before signed two or three attachments against him, went with this neighbour, got into a neighbouring town (lest it should be noticed abroad too soon) there from a deed was procured for the land. This man immediately moved away and the creditors came upon the land & ousted this purchaser. A conveyance deaf of real estate to B without considerations is not knowing of this, fraudulent conveyance purchases for a valuable consideration of B. Here arises a very great question whether it is a fraudulent conveyance in the hands of a bona fide purchaser so that the creditors of A can levy upon it. On this question says the Judge I know of no direct authority to decide it. There is one dictum and a variety of authorities which go to establish the point that this purchaser under the volunteer shall hold against a purchaser under the grantor of the voluntary title. There have been two decisions to the point in this state—the first question came up directly before the court & there being only
four judges on the bench two upon one side of the just contract and two upon the other the chief justice being in favour of the bona fide purchaser turned the question but in his remarks he said in so far that he wished this decision not to be taken as a precedent the court being so equally divided and the question being very close. This case ought not to have been reported but it appears it is reported in Root. Again this question came up before the court collateral to when there were five judges upon the bench two of them decided as before but three against the former decision. These two cases say judge belle about balance each other so that neither of them have any weight. There being no direct authority then in the English nor in our own courts reason ought to guide us in a decision. To allow this bona fide purchaser to hold against the creditors of the original grantor I think says the judge would defeat an important provision of the statutes for the fraudulent grantor in this case would look out for a purchaser to keep his property out of the hands of his creditors knowing that as long as it remained in the possession of the fraudulent grantee it would be liable and the fraudulent grantor would sooner sell for a valuable consideration than lose his estate. Therefore he could have no possible interest in keeping it. In short
Fraudulent conveyances would amount to nearly the same thing as making a voluntary conveyance valid against the creditors of the grantor. Again, it is said that an instrument which is absolutely void cannot be rendered valid by any thing except justice, but a voluntary deed is said to be absolutely void; therefore in this case the conveyance or deed cannot be made valid. This may be the judge in the technical reasoning to have much weight. A note with alleged consideration or an assignee note is void in the hands of the holder and also in the hands of a bona fide purchaser under this holder—i.e. the equity of this purchaser or endorser is strong, yet the statute must not be defeated. On the other side it is argued that if it after he has granted to B, has the power of defeating his title by conveying it himself directly to B, with a valuable consideration, and so put it out of the reach of his creditors why may not B with its consent convey the same to C for a valuable consideration so as to defeat the creditors of A. This may be answered by saying that in the one case the statute of frauds may be defeated but in the other the money all goes to B—thus it is answered will not be for the benefit of the sale. Thus it is answered will not be for the benefit of the sale.
that no one by operation of law should be compel to change his debtor. But it is also said
on the other side and the law has established it
that to a bona fide purchaser under the fraudulent
grantor may hold it against a subsequent bona fide
purchaser under of the fraudulent grantor — how does
a purchaser in this differ from a creditor — A purchaser
in ordinary cases is not supposed to positively injured
those facts of getting the land he has contracted for — and
so it is true in most cases that a bona fide purchaser
who has paid for land shall have a preference to cred-
itors — the purchaser having a special lien and the
creditors a general lien — yet in this case says the
judge the equity of the purchaser is not considered
equal to that of the creditor — besides there are no
creditors supposed — the dispute is between two bona
fide purchasers — with respect to themselves their
equity is supposed to be equal — but the right of their
reflective grantor is not equal for the fraudulent
done can hold the land against the donor. It is
my opinion says the judge that the purchaser un-
der a voluntary grantee cannot hold against the
creditor of the fraudulent grantor.
The fraudulent grantor is dead and the land is in the
hands of a voluntary — how shall the creditor
get at it — they can't sue the grantor for he is dead
Fraudulent! They can't sue the heir on voluntary grantee for these never owed them a cent. Neither can they sue the executor for he has nothing to do with the real estate - this is not assets in his hands - nor can he or the heir sue the voluntary because this voluntary grant is good against the grantor - his representatives. The method practised in England is to institute a suit nominally against the heir, indicating the execution upon the land of this voluntary grantee.

If the conveyance was of personal property, there is no other way but to treat the donee as an executor de son tort. In some cases this voluntary grant is good against the grantor - himself, his heirs & executors in that capacity - but as the executor here is considered an agent for the creditors under the direction of the court of probate, he may sue the voluntary and recover the land - or the personal estate.

In the latter case an action of trepass may be brought, but he must prove that he has not assets to pay all the debts before he can recover - for the donee may hold against the donee, devisees &c. and if there are no creditors his capacity as agent ceases & he cannot recover this voluntary gift.

Now for a donation causa mortis is considered fraudulent. A small gift of this kind might probably be held against but generally they are not.
subject to the payment of debts is are when re-contracted called assets in the executors hands not answerable however for legacies.

If voluntary settlement is made which is valid against creditors and purchasers according to the preceding rules a covenant to perform some act or be subjected to damages previously made is now broken this voluntary guarantee on whom the settlement is made shall hold against the covenantee but where a bond is given condition to pay a certain sum this after chanced down will be good against a settlement made after the bond bond was given and before the breach of the condition even if the bond is conditioned to do some act and the act is not performed the whole penalty may be levied upon the settlement. This principle says the judge is founded upon the old and ridiculous distinction that where the conditions were annexed distinctly from the bond it was a different instrument from what it would have been had they been intermixed because you might with a pair of scissors cut out of the bond and it would be a good - This says he is too technical a distinction ever to have been introduced into the law. There is no difference in principle between a covenant to do an act with penalty annexed and a bond with conditions to do an act with fixed
FRAUDULENT. At the time the 18th Edir. Note. all the cunning of
lawyers was excited to evade the natural construc-
tion of it. I. B. wishing to make a settlement upon
his son—purs to make a voluntary grant of one of
his own farms to him; lest by some accident his cred-
itors would resort to it on failure of his own estate.
It will be no better if he buys a farm of Tomorrows and
leaves to give this to him—but he tells Tom that if you will ex-
hibit a deed to my son I will pay you for the land. In
this case courts of law can give creditors no claim
upon the land—but by a decree in chancery credi-
tors may be let in upon the settlement as a fraud-
ulent conveyance. If one give a voluntary bond to
B—and Bitas up the bond and obtains judgment or
if the giver confesses a judgment to this fraudulent
conveyance and the ground of the judgment may be enquired into
of a voluntary conveyance be made to B and after
hewards the same be made to B—& B obtains judgment
it may also be enquired into. &dignosc.
A man to a sum of money—& B also—B sues A and
during the suit it pays to all he is worth—which just
satisfies his debt—and on the principles of the common
law I had a right to pay which he chose to pay, he is not ob-
lized to pay in equal proportions. If it be dead his
executor must pay according to rank, he who carries
on the suit can in this case have no remedy.
A case something similar to this is found in Black Reports 60-81 where it owed £400 5s. and 6s. 8d. while the suit was pending between A and B, B sold all his property worth the value of £100 to C. But B kept the possession of the property and made use of it as his own — sheared the sheep 8s. 6d. carried on his suit against A to get out execution and levied it upon the property in the possession — C claimed the property and drove off the sheriff — but the court held that it was fairly to be inferred that there was a trust from his possessing and using it as his own — that there was some collusive understanding between them and that by levying upon it should hold against B. This rule is founded upon principles of policy — and as some have said to prevent private bargains — transactions of this kind may be as well carried on in private as if the parties were to get out the drum and call all the neighbours together to witnes the contract — it is to prevent abusing credit that the law views with jealousy one man's property in the possession of another — a subsequent creditor might have been induced to trust because the debtor appeared to have property and a prior creditor might have delayed collecting for the same reason till it should be too late to recover. The policy of the rule seems to be to prevent creditors from being injured.
It is not always an evidence of fraud when one man leaves in possession of another his property as says the judge. If I lend my horse to my neighbour an honest fellow to go to mill and he there tells a lie—says the horse is his and sells him as such—the buyer cannot hold against me because the lending of horses for that purpose is so frequent that the buyer ought not to have presumed that the horse was his. But if I lend my horse to anyone to go to Georgia and he rides about that state like a gentleman, dressed up, & after declaring it his property sells it—I cannot recover it again but must look to the one to whom I lent it for damages to where one who had been accustomed to drive cattle to New York. At them 2d lib. Salem, the owner who lived in Illinois in action against the col. Nicols. If there can be sufficient reasons, why one left his property in the possession of another— as necessity or the like—the court will not consider it fraudulent.

The voluntary conveyance may be defeated by a subsequent true fair purchaser. Yet it cannot be

by a subsequent settlement in consideration of marriage—in this marriage is not as good as a

A covenant before marriage to make a settlement in articles for a voluntary conveyance, the former chancery will enforce &c. &c. &c. lands of late
will not enforce a covenant for the execution of a voluntary deed for instruments of this kind without a seal, they consider no better than a drop of blood, to be binding unless sealed, they will enforce—because the seal itself implies a kind of consideration.

As to the Statute of Frauds and Wills, the cases under this head are divided into five parts by 1: To contract by an executor or administrator, to pay the debts or legacies of a testator or intestate, will be binding unless reduced to writing and signed. So the promise to pay legacies and debts he is not bound to do it unless he has assets which he was bound to do before he promises if he should have assets—without regard to legacies however. If he promises to pay a legatee he is liable to an action at law on the ground of this promise and may be compelled to pay it whether he has assets or not. But as to the second general rule is that contract for the payment of another debt will be void unless reduced to writing—many cases in this part are taken out of the statute. If A owes B and B goes to B and tells him that he (C) will pay the debt, it is within the statute and therefore void—but if A tells B to cancel his obligation against A—D to B by this does actually cancel it—it is broken by his promise to pay, the case is
All contracts for the purchase or sale of lands, tenements, hereditaments, or any other interest or estate arising out of them are void unless committed to writing. I have puzzled myself to part with the idea of whether a parol lease was valid for a year or less in the Statute. Certainly it is an erroneous one, for a lessee or lessor may rescind withdraw himself from any such contract at any time. But if the lessee by virtue of his contract takes possession of the lease he shall not be liable to an action of trespass, but shall be liable in a quantum valebat. A parol contract for the sale of land accompanied with a written memorandum signed by the parties will be enforced. If the parol contract was a mere trick to get any thing out of the other party it will also be enforced as where one by parol leased a farm for 20 years and after the lessee had built a barn upon it, according to the recommendation of the lessor, he turned the lessee off. Chancery will interfere here and decree a specific execution of the parol contract. Laws as at vendee are not within the Statute, but are not within the meaning of the Statute. The Statute was made to prevent injury to the contracting parties by cutting off all possibility of fraud or perjury. But a bidder at a vendue makes his contract as
A mere before the worlds so that there can be accuracy in
choosing for fraud or perjury. It shall be the defendant in
consideration that he shall give him (A). Whereas
an execution a deed with consideration to B afterwards
Do not give of a deed of whiteacre - so if the con-
consideration be money - and the contract be executed
on one part and accepted by the other party - this
contract the parole shall be enforced. By what has
been said it will be seen that the statute is not now
any more what it was formerly than the persons
which was. But further, many parole contracts will
be enforced which can be proved without testimony
from third persons, to that particular contract. There
fore if a deed is filed in chancery for the specific ex-
cution of a parole contract and the defendant by
his answer confesses the contract, but pleads the stat-
te of frauds & perjuries - it will be enforced. Some
borrow of J. Smith 10000 gives his note for it and a deed of
farm valued 10000 as an additional security. Upon an
action of ejectment by A. - Some undertakes to prove the
particular of the contract by parole evidence - the
courts stops their mouths. Some then resorts to col-
lateral evidence - he first proves that he (Tom) has had
interest upon the note of 1002 every year since it was
given - and that he has continued living upon the
farm - ever since the deed was given of the State has
Francis D. In addition to what was said under the 1st branch of the statute of frauds, & penalties, it is here to be observed that when a deed of real estate, and actual possession is given on the one part and accepted on the other, the deed is a parole agreement. Chancery will decree a specific execution of the contract, provided the consideration be sufficient. The real ground of the rule seems to be that the buyer has depended upon the word of the seller—has been at trouble and expense in moving—in short, it is past performance of the contract to also if it sells to B (by partie) his farm—& B relying upon the word of it is by this means induced to sell his own.

211st. For if one should (by partie contract) buy a piece of woodland & upon the strength of this verbal agreement relying, dispose of his own woodland—chancery will decree a specific execution of the contract. It seems by these examples that the particular circumstances of the case are in a great measure to govern. — The contract to be binding must be signed by the parties charged therewith. If one or both of the parties sign the deed at the top, if signed with an evident view to bound—& if signed either with mistake, ignorance—& placed in the place where the witnesses are signed—it will be a signing within the meaning of the statute. — If the contract be expressly to be committed to writing, then to be committed to writing—the it were equitable that a
performance of it be compelled yet this subjects the con-
tract to the hazard of parole witnesses to the terms of it. 4th Feb. 1879
There must have been some memorandum by which
the terms of the contract may be brought to a certain-
y. There is one case where the memorandum, not being signed was held to be insufficient. There is another case where A drew the terms of the contract and gave
it to B to sign - B interlined and made some alterations
and gave it to the scrivener to draw over. Afterwards,
B refused to sign - it was adjudged to be within the
statute. The law allows to the parties locus per tenere, 36 sec. 268 till they agree upon terms - 8 actually sign. A covenant, express or
with B to sell a piece of land for 100l. and B to pay the land 150l. for the land - B signs the instrument - it does not - It has
been decided that B shall be bound - further if it ac-
cepts it after B has signed and attempts to carry it
into execution against B - it shall be good against B. 364
it at the he has not signed it - or if he had acquiesced in it and acted upon it the he has not signed it will be
good against him - Or if it had written the terms himself and B had signed it will be good. The terms of
an agreement written in a letter shall be good against E after
the writer if acted upon by the other party - Where e wrote to the other party the terms of the contract and before they were accepted
or acted upon - it recorded his offer by parole - but upon find-
ing the parties would not otherwise many each other.
A party by parole agreed to set up the terms of the contract, as he had written in the letter, decree the contract valid against A for the parties had married. Where one by a letter to a third person promised to charge his land with a portion of 1500£ on conditions B and C and the conditions were performed, the court decreed a specific execution. But where it wrote to a young lady that on condition she should marry D or rather that D should marry her, she feeling some delicacy about her before marriage did not show the letter till after marriage. The court decided that the case was within the statute for B not having seen or known the contents of the letter could not have acted upon the contract. Were it had been in the power of the lady absolutely to perform the conditions, the court undoubtedly went upon the ground that it was optional only with the husband.

The court have gone so far as to make an unsigned written contract in a marriage settlement valid.

The marriage is not a sufficient execution or part performance to make a parole contract between the parties to the marriage for a settlement in any case.

Yet it may be so when one of the husbands to the contract is a third person as to the marriage. It has been found before observed that a selling at auction was not within the statute - there are some modern authorities which go to establish the contrary. A person acquires himself and possession given will be said against a sale, purchaser.
The statute of frauds requires a writing to evidence a contract for the sale of land, purchased by parcel agreement, and a substantial part of the money paid for it, will be subject to the 2 8th. 46 statute as part performance. But 5 per cent on the consideration purchase money will not. The money in the last case is to be recovered in England by bill in chancery, but in this State by suit for money had and received so. To parol contracts to be performed in one year, if one promise to pay a sum of money or do a certain act 15 months hence — ciprofene promis to pay money or do an act when a certain vessel returns from a voyage — and the vessel cannot be expected within a year — it is in both cases within the statute. Suppose says the judge the contract is made when the vessel sets out to go a voyage away up sounds and all about near a sealing, then to the East Indies China up round the other way. This would undoubtedly be within the statute. But if one promise to leave to another at his death a sum of money — how long so ever the time shall be before his death — it will be good. So where one promises to give his housekeeper an annuity of 8 at his death to leave her 1000 — so where a score sold promised to leave to another — certain lands, or 500 at her death if she give without issue — also if one promise to give 1000 to another a sum of money at her marriage in all,
When more than a year had elapsed from the time of the promise, yet specific execution was decreed. A written agreement may be waived or varied by parole subsequent. Equity has gone so far (says the Master of the Rolls in a dictum) in permitting part performance and other matters to take cases out of the statute and then unavoidable, perhaps after establishing the agreement to admit parole evidence of its contents. Part performance may be evidence of some agreement, but what must be left to parole evidence. The remedy ought to rest in compensation. A man having laid out a great deal of money does not prove he is to have a 99 years lease— he must bring his action for the money.

If by an executory contract covenants to convey to B all the wood he shall purchase for 10 years the property would not vest. So if A rent a farm to B the farm not being A's it would not vest as a rent. But if A makes a contract with B for the sale of land and A not owning B land at the time, afterwards purchases it— B will hold it by virtue of his contract. J.S. bought of J.S. 500 acres of land but 100 acres of the which lay in the middle was afterwards discovered not to belong to J.S.— however J.S. takes possession of it— and chancery decreed that it should go to J.S. A potential interest when disposed of by executory contract will vest.
As if one grants all the wood that will grow upon his Contracts
sheep the next year - or the corps of corn that may
grow this year. - If A sells a horse to B, the money
to be paid and the horse delivered - next christmas &
in case the purchaser does not come after the horse
at that time the contract to be void - but before Christ-
mas A sells his horse to C and receives the money - &
if not coming till after the time had expired, and of co-
urse barred of his claim & brings suit against B to
recover the horse alleging that the horse was not his
when he sold him to B. It would seem that in princi-
ple of principle brought him to maintain his action
in that quality of contracts usually denominated
CONSIDERATION - there are no good
elementary writers upon the subject - Black has one
chapter upon it - but he is as in most of his treatises
too obscure. A consideration is that which move one
of the other or give something in return. and is
either good or valuable. Love good will or affection is
considered a good consideration. A valuable consider-
tion - is money - all kinds of property & marriage. In
every executory contract there must be a consideration
to render it valid. The quantum of consideration is no
criterion to determine the validity of a contract - It
must be a pecuniary consideration - therefore making a
love or begging pardon is not a sufficient consideration.
Consideration need not be advantageous or valuable to promisor if it operate to the disadvantage of the promisee—but need it be advantageous to the promisee if it be disadvantageous to the promisor—not (in short) need it be disadvantageous to either party, it may even be advantageous to both parties—and a promise to that effect that he will remain in good favor to him will give him 100£—here the consideration may be a loss or a benefit to the one or the other—some people are, perhaps, more religious beings that others. Where there is no consideration at all it is a median pactum. It is not so with contracts executed—such as if one grants a horse to another and gives him immediate possession the horse cannot be reclaimed whether there had been any consideration moving or not. But if there had been no consideration the horse would be liable to the creditors of the donor, if wanted—otherwise they rules apply particularly to personal property—as to real property it will pass where there is a good or valuable consideration—but if there be neither good nor valuable consideration it is said to be a reservation to the grantor. It has been difficult for persons attempt to discover what it meant to its owner to the grantor.
The meaning may be better understood from whence it originated. During the wars between the houses of Lancaster & York, great numbers of subjects and men of great landed property in order to prevent their estates from being confiscated (to which they were liable because this is consequence of treason & treasonable acts were at that time very frequent) conveyed away to some obscure person the legal estate, and reserved to themselves the entire use - they could not be confiscated and the holder of the legal estate was not likely to commit treason. The legal estate being granted away without consideration - it was afterwards presumed to be for the use of the grantor. Therefore where there were no express words for reserving the use a voluntary grant would never convey away the equitable estate or use. By the statute of Uses the legal estate was transferred to the use-man as may be & 1536 called him, and it therefore became entirely nugatory to grant the legal estate away and reserve the use because the legal estate would by operation of law immediately return to the grantor. If this is all that is meant by the word ‘nugatory’ in the English law. The rule is not applicable to these States where they have no statute of uses - even if there were statutes of this kind no reason now exists for giving this construction to them.
all executory contracts whether written or verbal may be founded upon some consideration. If the contract be verbal and no consideration moving, it is void. If contract be written & no consideration expressed on the face of it - it is not void but parole may be introduced to show a consideration - but if no consideration be made to appear it is void. If upon the face of the contract there is consideration expressed in general as is the case with common notes of hand a promise to pay so much received. So parole proof will be admissible to show (in contradiction to the letter of the instrument) that there was no consideration - yet as the consideration may be incapable of evidence in the eyes of the law parole proof may be introduced to show the nature and the quality of the consideration. There is no law to prevent giving in evidence of parole what will give effect to an instrument - but no parole evidence will be admitted to contradict what is upon the face of the obligation. If the consideration be declarative at length in the instrument and it appears to the court not to amount to any thing it will be set aside. If the instrument be a sealed one - it only a piece of wax be attached to it - a recovery may be had without availing any consideration - the seal itself is presumptive of a consideration - and this being a presumption it cannot be rebutted - this is a principle other...
and that's all that can be said about it. A bond has upon contracts the face of it an expression or intimation of a consideration, but the obligor binds himself by his hand, and in an action upon it the jury having nothing to require or inquire can be had unto the damages, still the whole sum as in an action of debt must be recovered or none. A covenant to do a collateral act sounding in damages has no consideration but it real and in recovering upon it the jury have to assess the damages which the covenantor has sustained by breach of the covenant. Covenant will never decree specific performance of a covenant unless there appears to be some consideration besides the real. So recovery can be had upon a promise or obligation for a past consideration— as if I pay my friend in Sharon a sum of money to extricate him from trouble and upon his coming here I promise to indemnify him—no recovery can be had; but if I had promise to indemnify him before or at the time when he paid my friend no reciev might be had. Lev.2, 82 so if a man comes and labour for me without my bid $4 request or knowledge and afterwards I promise to pay him— the promise by the civil authorities is not binding— but by civil, common authority it seems now to be admissible that if the past consideration be an act beneficial to the promisser and the act be a locution.
Considered will be binding on the promissor. There was one case in this town right judge here where the land on the side of the road being owned by men inside and sold at vendue and I. E. by bidding So caused the land to be sold at a higher price than it would otherwise have been sold. I. E. brought an action for services rendered - damages 100 - the court would not at law it nor says ought they to have allowed it had there been a promise for the act which he did the beneficial to the vendors - yet it was illegal and unenforceable. If one does an act for another without any view or expectation of reward a subsequent promise to pay will not lay a foundation for an action. But if a father promises to leave his son a legacy in consideration of previous services he is bound by a moral obligation to fulfill his promise. And in all cases where moral obligation is not promised it shall be bound to men to agree to which the law was understood, it shall be performed. So where one is under no legal obligation - but by the influence of moral obligation - he is bound to do what is morally right. He shall be governed by this subsequent promise, as if one promised to pay a debt which is known by the statute of limitations it is binding. So where one promised to pay for the board of an illegitimate child - having previously given his consent to have her board out and there being therefore an implied promise to pay.
I was advised that the natural father should pay his contracts. The board, in a legal view, he was a stranger, as where application was made to an Apothecary for notice, in behalf of a pauper, the overseers, the poor having promised to pay—they were held to be bound by their promise. But, says the judge, it is believed that they would have been bound to pay it had they not promised. But where a widow who was well provided for by her husband promised to pay his debt, she was not held to be bound by her promise.

There are cases where an action for debt will lie without formal notice given to the debtor. There are others where an action will not lie without notice given to the debtor. Others where a special demand must be made before an action will lie. No notice is necessary to be given where both parties, or the promisor—only knowing the debt—the amount of it and the time of payment—so where S. sells a lot of wood to J. for 8s. and tells him he may have it at the same price, J. gives him 482 but given or will give for it. But the the defendant told, does not know the price nor the time when it becomes due, yet he may know as much as the plaintiff does about it and may easily find out how much the price is to be by inquiring of J. if no notice need be given before suit. So also where one promises to pay to another a sum of money upon his being married.
no notice need be given before suit — who says the judge it
was hard to see the next morning after marriage — the principle
is founded upon the idea that marriages are of suf-
fi cient notoriety — but says the judge this case is hard
to be reconciled with the general rule — it is perhaps
liable to be carried too far. — Where the Plaintiff does
some act and the defendant pays money in consid-
eration it is necessary that Notice be given be-
fore the suit is brought — as if J. b. living in Labe
had promised to give S. £10 a sum of money provided he
would go to Stockbridge and do a certain act —
Upon S's return he must notify J. b. for he is not sup-
posed to know whether the act is done & of course whether
the money is due. — So J. b. sells a tot of
wood — the price to be the same as he gets for the rest of his
wood — S not knowing where to apply to find out
the price — must be notified before suit is brought.
So where a debt is due and no notice is necessary to
be given — if the creditor accepts an order on a third
person & payment upon the order is refused — notice must
be given to the debtor before a suit is brought upon
the original debt. — So in settling up accounts or
a note of hand — if there is afterwards a mistake
discovered — notice must be given before suit. It is
generally true that where the debtor is wholly off from
his guard — where he knows not that he owes or if he
knows he owes — and does not know that it is his debt. Duty to give notice must be given the no special demand need be made. — A demand always implies a notice and can never be made without notice. The words 'often requested' are demanded in a declaration — mean nothing but are of no use — but only a formal part of the writ — tho' it seems that notice or demand is necessary to be stated in the declaration — and if it be omitted — the defendant may demur — or plead in abatement &c. If his counsel had overlooked the omission, it will be good ground for an arrest of judgment. But when the declaration is only informal &c. a verdict of the jury would do the same duty of the writ or declaration — if otherwise some thing is undone, omitted. Upon reading the words 'often requested or demanded,' Judge Bovee said it put him in mind of a circumstance which once took place in this town — and he then went on to tell an anecdote of a clergymen in Stirling who came to Col. Adams of this town and requested him to draw a writ of slander against one of his neighbors — the writ was drawn accordingly and upon reading it a clause like this — by which the plaintiff's reputation and character were greatly injured, is not only loss of reputation but of the good will & friendship of his neighbors. The clergymen exclaimed in reply to the Col. that there was not a word of truth in it; I have not begun to lose my reputation nor the good will of my neighbors — or friends — to the Col., knowing that this was not necessary to be inserted, crossed it — to please the clergymen with whom he only wished to have some short
But as the clergyman read on he found these words. The often re-

demanded and demanded— who tell you that said he to the

col. There is not a word of truth in it. I never asked the man for

damage. I will never suffer a writ with such a tissure of false-

words to go out in my name— however the writ was served with

these words in it tho’ so strenuously opposed by the clergyman— Then

amendate so humorously told and so greed by the judge set me all

in an uproar— and his voice notwithstanding his exertion to over-

power its natural weakness windstirnings was almost drowned by the

confusion of noise. — As to special

there seems to be no precise rule laid down in the

books when it is to be made. It is said that if the act

is precedent no special demand is necessary— but when

one is to do a collateral act on demand— not at his

own election— he is not bound to do it until a special

demand is made. These rules do not include all the

cases to be found in the books— but only the judge. The

have framed a rule with which all the cases I have ever

seen will tally— which follows very. If from the nature of the

contract the promisor can discharge himself by tender no special de-

mand is necessary to be made— in all other cases a demand must

be made. — So if one promise to pay 20 lb. or 20 bushel

of wheat on demand— he can by tender discharge

himself and notice only is sufficient before the action

is brought. But if a note of 200 is given— to be paid by

written for the promissary a demand must be made
Here the promisor cannot tender— for if he goes Contracts
and gets a b dozen of neighbours with their teams
and provides them before the promissor's house and
tells him he will cast for him now. But the promis-
see is not ready— & the promissor must wait till
he is ready—and gives him notice or makes a spe-
cial demand. So if a blacksmith promises to pay
20l in his work—he cannot tender to the promissor
chains horseshoes hooks tramel &c at his own election
course the promisor cannot pay till the prom-
issor makes his election and need not pay till a spe-
cial demand is made. A singular case once hap-
pened—say the judge in Harrington where a merchant
who upon receiving produce from the country prom-
ised to pay part in money and part in goods after-
wards being offended with his customer and not want-
ing to have him select the best of his goods and by this
means dialyse his assortment—turned out to his dec-
lar & sold of brimstone & this not being enough he
made up what wanting in Durnebug whelstones
The court said he was not obliged to take them but
he might have his election from his store of goods
or their value in money at the election of the vendor
among the contracts inequitable to be recovered upon
in law were formerly reckoned bonds (ie) Where a
bond was given with conditions to convey land
Bonâ vi. to pay money or debts - the former is the whole pen-
alty was recoverable at law, but now both chancery
and law courts will relieve against the penalty.

9. N. 56 Where the penalty is in the nature of actual dam-
age or the penalty is small, and only a compensation for
the injury sustained by a breach of the conditions,
the law formerly held if a man gave to his in-
tended wife a bond - or gave her one after marriage,
it was void in the latter case immediately and forever.

2. Ver. 480-157 & in the former case it was void upon marriage.

2. Brit. 243 but an agreement was always good where made in
contemplation of marriage. - It seems now to be settled
that a bond given by one to another and they after
wards intermarry, is good in equity. If joint ob-
er pays up the whole bond, he may by bill in chanc-
ery recover the co-obligors quota - Here may he not bring
an action at law against the co-obligor - 2. 219. 569.

In this state an action on the case is brought at law.
As a chose in action is not assignable at law, yet
in equity the husband may assign his wife's choses.

3. 60. 603 in action for valuable consideration. - Payment of
2. Bry. 385 of a bond to the obligee after notice of an assignment
is not good. - A gives a bond or note to B - B indorses it
over to C by a writing on the back of the note - B becomes
a bankrupt - the bond is good against A - Where mony
is received in conformity to an award of arbitrators.
a payment for land to be conveyed according to the contract. The award, however, will decree specific performance if it is to convey a piece of land to be for the consideration of $100 and if after submission 13. 112. 535 in order to raise the money all his own land chancery 27.23 will decree specific performance.

Actions on Contracts or Assumpsit

These are actions in Common Law and in Equity. In common law there are two kinds of actions; the one is founded upon express contracts, either written or pro vinc and is called special assumpsit; the other is founded upon implied contracts and is called general or indebitatus assumpsit. By express contracts are meant those where the terms of the agreement are mutually assented to by the parties. Implied contracts are founded upon a duty or moral obligation which arises by implication by implication of law. There are many cases where one is in duty bound to pay money and no promise (according to the common acceptance of the term) can be supposed — as where one finds the property of another — where one obtains the property of another by fraud or force — or if a man turns his wife out of doors and forbids any one from trusting her on his account. In all these cases general assumpsit will lie in favour of the party injured, the no promise, on the other party to redress the injury, can be supposed.
An action of assumpsit will lie in all cases where a man ought in justice and good conscience to pay money to another except where policy forbids the interference of law, as debts contracted by gambling, debts outlawed by the statute of limitations, &c.

The form of the action of special assumpsit is the same whether the contract be in writing or parole. It is not necessary to state in the declaration that the contract is in writing. An implied contract may arise from an express one — as if one expressly agree to employ or hire another to do labour, a contract or promise to pay him as much as he earns is impliedly an action of assumpsit on a quantum solvendi. If one goes into another’s store and agrees to take goods — if the goods are taken and no price be stipulated the taker is liable to an action of indent, amount on a quantum solvendi. When the contract is express the sum to be paid is specially agreed upon — the indorser may bring an action of special assumpsit or indorsement, assumpsit at his election (for mistakes, errors makes an implied promise to pay) or he may find an advantage in stating the contract on both ways for in that case if he fails to make out an express contract he can resort to the proof of an implied one. In the action of debt (which has now gone out of use) it is concurrent with these. Assumpsits have taken the
the place of the old action of debt - for in the action of debt unless brought on the ground of fraud the defendant by wager of law (ie by the oaths of himself 
the oaths of eleven others that they believed he spoke 
the truth) he might exonerate himself. In the state 
of Suffolk says the judge hearing left the old wager of debt should be in- 
formed a statute was made expressly forbidding it. No action of 
assumpsit or debt can be brought on a promise to 
do a collateral act but it must be an action on the 
use for special damages. Assumpsit may be cont-
istent with haven or trespass as if A builds a house 
$100 & B goes to Haven and sells him. assumpsit 
will lie not on a quantum valebatur but the price 
for which he sells must be the rule of damages but 
if trespass is brought the damage must be tietanum 
quantum valebatur. So if money be taken away from 
one by violence - not so as to amount to robbery the 
party injured may have an action of trespass as far 
assumpsit or assumpsit. So also if one obtains the mon-
y of another by fraud - an action on the case on the 
ground of fraud will lie or he may have an action 
of assumpsit at his election. There are cases where 
assumpsit only will lie - as if the consideration be 
received turns out to be nothing - so also if money 
which cannot be identified, be found. no lost or fraud 
being supposed no action but assumpsit will lie.
Assumpsit will be in all cases where one has money by which he is in justice and good conscience bound to refund or pay over to another unless in such cases where the law upon principle of policy refuses to interfere. Where a man had by deceit married a secret wife while the marriage with the first remains undisolved - she paid her money to stay with them. The money may be recovered by bill on cheques or promissory notes or by suit on the bond. 

Assumpsit at law. Where a man leased, and recovered - A has now paid the same debt twice how shall he get his money. A was an honest man and knew nothing of the forgery - B's B has gone off. If B had not gone off he would be liable because he was the principal and B the agent - if I had not paid the money over to B then I would be liable and by the decision of the court in the present case shall be answerable tho' he has paid over the money. But the main difficulty seems to be in determining when the authority is void. On this point there are very clear authorities which have been thought to clash but says the judge it seems to me that they can be reconciled. The case in both is one where one had -
taken out letters of administration and under the authority of the court had collected some of the debts; afterwards a will was found and the letters of administration were revoked. The court held that the administrator was liable to action of assumpsit the he acted under the authority of the court, which authority can never be said to the court is liable to be imposed on as individuals in this way. If he had paid over the money collected to the creditors of the deceased he could have been no more liable than an executor de somnibus. The case in [footnote] was where after letters of administration were taken out and part of the debts collected - a will was forged by a man Brown in which he (Brown) was appointed executor - the will was established 3 H. 127 and the administrator after letters of adm. were re-12 Aug. 42 voted paid over to this executor what he had collected - and the court said he was not liable to an action because he had no assets in his hands and the he paid it to a wrong person he had the authority of the court to direct him. But in cases A and B by forging an order in favour of himself against C - at the he accepts the order and pays the money to B - is liable in an action of assumpsit to B. - because he paid it of his own free will - without the authority of a court.
...in case of extortion, oppression, and undue advantage taken by one party — when Chancery will rescind the contract or where plate had been pawned for £20 and the pawnor wishing to redeem the plate offered £2

over and above the £20 which were more than legal interest. But the pawnee demanded £2 over and above the £20 — the pawnor paid it and brought assumpsit.

Doug. 657 for the £2 which was held to lie. When a wife had no interest in making a composition with his creditor agrees to allow the whole debt to one of her children who by his arbitrary would not otherwise agree to the composition — if this money has been paid as security to recover it. — In England if one obtains money of another by a felonious act as by stealing no action civiliter can be brought by the party to recover the money because his goods and chattels are all forfeited. A squire will lie forfeit by penalty. This rule is not known in this country because we have not adopted the plan of forfeiture — no doubt but a man may here bring an action of indict ment assuming for money stolen. And even in England they virtually make a thief liable in some cases in an action of assumpsit by stating embroilments. So if a servant takes the goods of his master — it is not theft because he was trusted with the goods — and in an action of assumpsit the embroilment is stated. The nurse ...
having taken money from the drawer of the rich man. Contracted
as well as held to be for the recovery of it—the one
would hardly suppose the nurse was intrusted with
the money in his possession. If money be embroiled
as by a clerk of a store and conveyed away to a lower-
side receiver and for valuable consideration no action
can be maintained to recover the money of this
person unless it were paid on an illegal contract on
the part of the receiver as if the clerk had paid away
the money for the insurance of lottery tickets, then
the clerk has done nothing contrary to law in paying
away the money to the lottery officer. But the Stat
12 Geo. 11-203 expressly enacts that the receiver of
money for the insurance of tickets shall be subject to
a penalty. It is admitted says Judge Bickie that
he by this means commits a crime as is subject to
the penalty but why he should besides being subject
to the penalty be also liable to refund the money
I do not see. So if money be taken out of the post
office or if money be found the proper action is arrest
in debt. Where judgment is had and the execution
is paid up this judgment being reversed by a higher
court above attempts lie for the money paid. A
curious case is reported in Burrow done which has 25,000
been misunderstood misapplied above whispered in
more than cases in general. Moses has two 40 Shillings
banknotes which he & McFarlane (whom he assigned) held with a warranty knew they were good for nothing - McFarlane covenanted with a penalty of £2 never to return them to Moses - afterward McFarlane sued on the warranty before a court which had cognizance of matters only to the amount of 40 shillings and recovered one at a time. Moses could not produce his covenant in defence for the penalty was £2 being of greater value than the court had cognizance of. Moses brought an action for a debt in the court above & recovered the money back again. It will be seen here that the judgment of the court below is not impeached but only such new matter brought into operation as would justify a decision to the contrary - But a case happened once in this state where a man in Windsor sued another in Limburg and recovered the man in Limburg brought an action of assumpsit before a justice in that place and recovered back the money - another action of assumpsit against him was recovered, he had 80 - here the grounds of the decision in each court were directly impeached by the other which can never be allowed as law. - It has a vessel going a voyage of 3 months gets her insurance - 18 months, hence she not returning the next week the re-
A man in Sharon owes another in Hartford on a debt of 10£, but states in declaration to be 5£, notwithstanding the premise that no more should be recovered than the true debt, execution went out by default for 5£ & the defendant was obliged to pay. If he undertake to have a new trial it would cost a good deal; for as 10£ at least would in that case be recovered he would have the cost to pay. In an action of assumpsit it was finally brought for the 10£ surplus. Where an express contract is unperformed on one part and not on the other— as if A gave $ to B for a sum of money to pay over to C—B does not pay it; and C, as if it were an action of assumpsit— but if B had given A a receipt for the money— in connection with the action must be brought in the express contract. But at common law the action of indebita assump is allowed. In a contract for the transfer of stock the dispute has been paid 200£ down—indeed, will lie its 400£. Where both parties to a contract set down period to break the laws of society—no recovery can be had for money paid by one to the other. If the 25th clause of the contract be illegal on one part only and the other H.D. £5 or party pays money on a contract it must be recovered (op. 70}
A sum of Indeb. ass't is the action to be brought for the recovery of penalties created by law or in corporations - Fees of officers are recovered in this action - Lawyers, physicians, &c. laborors. The action to recover upon an award of arbitrators is Indeb. ass't as the case may be. A & B submit their dispute to C & D. to determine. These arbitrators cannot issue execution to compel payment of the award - Indeb. ass't is the proper action to be brought although they had before the award entered into a bond or covenant to abide by the award, but if the parties bind themselves by a bond or after the award is made - or if they take security of each other - this is a higher remedy & must be pursued - and this is the case always where a subsequent security merges the prior implied contract - or parol terms. If one agrees to build a house for another - stipulates a bond with penalty for non-performance - the bond would swallow up the previous contract if pari - yet if written - an action of ass't will lie upon the express contract. Ass't is the action for money loaned - account. - Where the account is liquidated - insolvent complainant - in England court will never inquire into the items of the account. It is true they never in England nor in this country after account or an insolvent complainant.
to be amended but where any mistake is discovered and so that the accountant can keep a finger on it it is the constant practice for courts to inquire into it and cause the error to be rectified.

Assumptions upon which is both paid and paid.

If a vendor sells what he has no title to and receive the consideration the action to recover the money or invalidation assumed provided there was no warranty. It is agreed to sell land to B B and agree to give so much for it and pay down a deposit of 20.

Awards to find that Old title is under some embarrassment if the purchaser to deal with some degree of hazard besides hazards and the like the 5 Barley

Sends in this case may sue upon the implied warranty which will have to make out or he may bring an action of assumpsit for the deposit at his election or if the land be one part of it must follow or if the thing contracted for to personal property and be sold and be pledged and unknown to the vendor an action of assumpsit lies to recover the debent. In sales at auction the written or printed terms are to sever. Therefore when goods are set up the printed terms being that they were free from all incumbrances the declaration of the auctioneer that there is an incumbrance will not be allowed in 289 Tract. It recover of the vendor but of the
promised not to set aside up under such a bid he contracts shall be liable if heviolates his promise. An auctioneer may sue in his own name for the price of the goods bid off, because he is viewed as a public officer— not as a servant. He has a right to his commission is not obliged to look to his employers for his pay—but having a special property in the goods he may lien upon them till his just commisions are paid. Where a contract is entered into by the parties— and it is not yet completed—remaining in fieri— no possession given—if there has been a concealment of defects—or the title is under embarrassment—the contract may be waved by the vendor— but if the contract is finished—the property delivered—is the possession passed the contract cannot be set aside—the remedy must be had in damages. If there is a condition annexed Chap. 153 to an agreement—by which the vendor is to be relieved in case of the discovery of defects—the partie are bound by it as the possession had been given. Yet twelve years of horses is warrants them to be 4 years only but they prove to be 5—an action may be had upon the warranty and damages to receivers to where it. The span of horses is to be 300 pounds. They 23 with liberty to return them if they did not fulfill in a month—he returned them but instead of demanding
for him says B - let's say it re-contract

further - here the bargain is not closed - but
as it stands either party may close it - on the
one part by tender of the horse and on the other
by tender of the money or any part of it. inquire
whether in this state of the contract either party might not
retract and so destroy the contract. If it comes to sell
is a horse for $10. to be delivered 2 months hence &
B agrees to buy the horse and pay for him two
months hence - tender on either party by the day
or at the day appointed will close the bargain
and make the contract binding - but if neither
had tendered by the day or at the day appointed
then the contract would not be binding. I know
a case once was just here before the court in the
country where a man had by a written agreement
bound himself to convey to another a shop certain
time afterwards for the sum of $200 - the vendor
on the other hand had by another written agree-
ment bound himself to give $200 for the shop
to be paid at the same time. There were two concurrent
acts - it was not determined who should be the
seller first - and neither of tendered by the time
agreed upon - so that the bargain was not closed - one
side the other on his agreement - the other side
him upon him - and both were before the court at
sent between the parties. But in this state where contracts there is no statute of the hind - the term is void
the same as tenancy at will - and where no
term is agreed upon, damages must be esti-
lmated-on a quantum meruit (quantum valde).
In the declaration - upon defendants - it is not
necessary to state that the agreement is in
writing - but the writing in this case may be repro-
duced on trial - can be given as evidence. In
this state we treat orders of hand as bonds in the
declaration - and they must be stated to be in writ-
ing - and then men at arms may be pleaded in the
general issue. This is the case with all agreements
in writing not under seal which were the topic
in an infringement action in the common law.
If the obligor of any kind makes a special promise
to pay the contents to any assignee of the obligee
and this promise is written on the back of the bond
which is signed - an action of contribution against it
will lie to recover on the bond - the assignee may
bring the action in his own name. It is not that
the rule of law did not apply here, but that
where a note or bond was given to one or order - the
obligor promises the obligee to pay him - or promises
because to pay his assignee and therefore, the action
must be brought in the name of the obligee.
A jump in point of principal was the judge there seem to be no ground for such a distinction as this. By the Statute of Anne, every assignee shall be entitled to receive upon a bond in his own name. Section 42. But the construction of the Statute, in a case like this, involves that the statute is only in accordance with the common law. Hence, Judge and man of Vermont where they have no doctrine of the mind has decided that upon the principles of common law the assignee or the holder of a bond or obligation may sue in his own name. If A has money belonging to B and sends it to B with orders B may be entitled to sue F for it. It is a settled point that it can bring an action of indemnity against A and B for the money. So it is general rule that the assignee will lie to recover money unjustly withheld against the plaintiff yet in one case it will not lie because the title of land cannot be tried in this action. A takes B's cattle damage for rent - to save he has a right of common - but he pays the damages and redeems his cattle. If he brings an action of assumpsit for the recovery of this money - he cannot maintain it because he must before he can recover have paid.
Assumpsit will not lie where the debt is due contract
by specialty—nor in this action if unnecessary to eq. 216
sue for what cause the debt became due or judg. 218
ment may be arrested— but in specialty debts the deft.
consideration is not enjoined into, all appoinpted
by agent to collect & entered into articles to ac-
count— it brought assumpsit for the money, as
last as it was collected but it was held not to lie 
471
because he had a higher remedy— viz. in the covenant
Special assumpsit will lie where a balance is struck
and a promiss made to pay— a tag’d judge there if
the principle should again come up before the law of
court it is presumed that indebtedness assumpsit
would lie— and the plaintiff shall only have damas-
es for the defendant’s not accounting according to
promise. A subsequent promiss to pay up a
bond is of no use—no action can be brought upon
it because there is a higher remedy. But if a new
consideration is raised the case is altered— ass.
will lie upon the promiss. It holds a bond against
848
on application to be by it to pay it up. It says cor. 1212.
I don’t know as I owe it—thought I had paid it, that
67
one the bond & I will pay it. There is void to be a
new consideration—viz., the trouble of getting the bond
and assumpsit will lie upon the promiss. But
598
say the judge this case seems to be exactly parallel.
Column to that where the parties enter into a covenant to account— and afterwards proceed to pay the balance. In joint contracts the suit must be brought against all or the suit will abide it will not be granted for an arrest of judgment or a new trial— In a joint and several obligation one of the obligors or all of them may be named in the suit at the election of the plaintiff— but if more than one of the obligors are made defendants they must all be joined in the suit— not a part of them else the suit will abate. When one only of the obligors in a joint & several bond is sued it is not necessary to state that there were other joined with him in the bond— but if they are all merely mentioned which can be brought only against one— (which may the judge is the best way) no advantage can be taken of it by the defendent the it was once much doubted but there be more ob- ligors than one they must all join in the suit even if the bond be joint & several. And if a bond is given to each one they must be cancelled or endorsed the process of assigning a bond is called— to show that judgment is given upon them.

Rob. 106 it mere voluntary covenying will not support an assumpsit— that shall be deemed a voluntary at- tending which has been undertaken without a prospect
of certain recompense. Therefore if one lives in the contract family of another with a mere expectation of reward without any engagement or assurance of such reward no action can be maintained for any reward for services rendered—however equitable the claim may be. Case came to be found where it would seem as if a person who had rendered service in this manner would have recovered had it not been for the proof of some expression either way. If he had left me a legacy as he ought to have done I should not have had the executor. Where a girl lived with her grandfather who treated her very well so that she could have no heart to leave him tho' she had a very good offer to go out to work—no one more had been made to give her a reward for services with such a one in that—Sally, you have been a good girl—we will take care of you— you shall have a feather bed. She likes the bed but she can have no more. If she had been requested to stay it would have altered the case—here a spasm would lie on a quantum meruit. But a request by the Act. 10 defendant to do an act will have a foundation for an action. But this request must not have been the effect of some concurrence offered advice or inducement of the other party by setting some great thing in view. But where one does an act without such a request the voluntary conferring not by the mor-
Fifteen mercantile law actions of indemnity assume will lie - as if a pedlar who made it his business to supply goods - taking for granted that certain goods were to be carried and that the owner would pay him for actual conveyance. The owner shall be liable in the action for recovery of money where the consideration was illegal as a wager for losing but if the sale of goods is not illegal in the vendor - but the vendor even with the prior knowledge of the vendor does with them some illegal act, last resort will lie for the value agreed upon - as where at Lowestoft, vessels goods. A B D B with the want of A smuggles them into England - B shall be held liable to pay for them. Sure whether it would have been the case if they had both been English subjects.

One case is found where 4 merchants were in common. A B D B pay - is received in England the others in Ireland - goods were brought in Ireland for the purpose of smuggling - the court held that no recovery could be had by the vendor for because he was privy to the undertaking. I also a promise of indemnity in any illegal act is void.

A promise to do what one is in law barred from doing will have no foundation for an action for the recovery of the penalty, for the breach of the promise.

If a sheriff promise, in consideration of money to receive take a particular person for bail.
As to right of recovery in this action: lands of contracts
that have gone as far as charity have in rescinding
the contracts. A lends money to B to be laid out
in trade — interest to commence from the time the
money is demanded — and half the profits upon this
trade to go also to the lender — within two hours af-
after the goods were purchased for trade — the lender
may demand his money. — Afterward, he brought
his action for the interest & half the profits, but the
court said it was an unconscionable demand and
awarded judgment for the defendant. Also adjudged
unconscionable since the not wrong for the bond redeemers
loos.

[As thus were called to take so much an ounce for money,

112-116

lent over above legal interest if kept beyond a certain
time. So promise to pay money upon a promise, 160.26
consideration will be sufficient ground for an ac-
tion. — As to who may bring the action, the general
rule is that he to whom the promise was made may
bring the action. It is said that he may bring the
action for whose benefit the promise was made.

This rule will not hold true to its full extent. It is
true that relations of the promise for whose bene-
fit the promise was made, as if a child bring an action
on the promise made to his father. It est un quae se use was,
if there is a relation of him who holds the title
bring an action on the promise made to the true legate.
A German Judge here thinks that the general rules of law are bethen in upon here - by altering relations, bringing actions with respect to another person, the rule is left indefinite - open for litigation. The wrong case seems to be where a stranger casus queaque has been injured, his right of action - and seeing the rule is carried as far as this it is believed that even this would now be allowed - at least it would seem to be contrary to principle. A man on a sick bed had a son and a daughter which he wished to provide for. Finding his personal estate was only sufficient to pay his debts, ordered the trees on his land to be cut down and carried off in order to increase his personal estate so that the daughter may be provided for. The son not liking to have the lumber cut off ordered into a bond in covenant to pay his sister 1000 pounds provided he would let the lumber stand. The man died and made his son executor. There was no one to sue the bond except the daughter - for the cripple was made executor and it would have been the execution business to sue the bond - however the action was brought in the name of the daughter and the court held that it would die.

In Connecticut this rule has been carried one step further. A shoemaker had an apprentice but being unwell himself and not able to teach him - he bound him out to another shoemaker - which he had promised the other shoemaker to give the boy a tike of oxen when he came of age. The boy came of age but his first master was
died and his executor cared nothing about suing
contracts
but the Bog brought his action in his own name
and the court held that it would lie. I one or two ca-
mere days before the United States circuit court of a similar na-
ture. It was quite a speculator in the Vermont
lands—owned a large estate there—he had one daugh-
ter—only child—he conveyed his estate to one Isaac Allen
in trust for his daughter and took a bond for the
pursuit of the trust—if died and appointed this
man his executor. It seems that the bond had some
loss or other got into the hands of the gentlemen who
married the daughter. When there was occasion for
pursuing the bond—there was nobody to see—isaac Allen
was the executor—of course it was his business to see
but Ira Allen was the obligor—isaac Allen then must see
Ira Allen—but as he would not naturally be desired to do that
the presiding judge as counsel for the plaintiff brought an
action on the bond—in the name of the daughter (or her
husband or both) before the circuit court of the U.S. Judge
Chase on the bench—having previously secured the
bond to respond the judgment by an attachment
The business might have been done in chancery by
a bill—but we feared that if we waited till we could
have a decree of chancery, the citizen would carry away
the land or contrive some other way to cheat us out of it
which we were far from supposing he would not do &
there was no way to save the lands as we did by an attachment - in case we went to chancery.

The case when brought before judge whose struck him as if it would not be true & said that if the counsel had a mind to bring the action in another way - as clear, it might be brought up in chancery - he would make his decision - but we concluded that if we let go of our hold to their attachment which we must do, we would not have we should be liable to lose the land - and therefore the case was continued till the next session when judge Edsworthe was on the bench. He held that the action will try and gave judgement accordingly for the Plaintiff.

As to against whom this action may be brought - not only those who actually made the promise - but those who agents or servants acting under them within the scope of their duty have by their own promises. All, who load their principals and masters under obligation are subject to the action. A servant in order to bind himself in his personal capacity - must do it especially not in the character of cor. that - Thus where the commissioners to lay out a turnpike road employed a surveyor and the surveyor upon find-
The court held that the commissioners were liable. The governor of Quebec purchased stores for the government as an agent, he was held not to be liable. Sect. 182.

The captain of one of the ships purchased and bound himself on the account of the thing Sect. 394.

for this stores. He was also held not to be liable.

If one gives a bond and signs it as attorney for another, it is good if he is actually an attorney for him and acting within his sphere — but if he is not attorney or not empowered so to do, the bond shall stand against him personally and not against his client or principal. If one sends another Sect. 396.

into the country to buy horses and he buys oxen he shall be liable in his personal capacity and his principal shall be discharged. If a master once sends his servant to take up goods and afterwards pay for them — the master shall be liable for the goods which the servant takes, also afterwards, for by having once began the servant credited.

To action respecting partners. A Partner to be such must be interested in the profits of the trade. If articles are entered into between individuals for joint trade it is presumed that each one shares in the profits and losses of the trade. But if individuals are to play a common agent as a broker & be made a joint business this shall not make them partners.
If the profits of any one are certain and not casual, he is not a partner— as where one who had been in partnership but upon the partnership being dissolved left in trade goods, by legal interest and annually of stock for seven years, he was held not to be liable as a partner— but where in a similar case the annual use was for seven years if the same business, the London and expressly in lieu of the profits, with a right of inspecting the books, he was adjudged liable as a partner.

It is certain, brought by the partners— they must all be joined as plaintiffs, or the defendant will take advantage of it at the trial and non-suit them.

Defendant cannot plead in a statement— for he cannot tell when all the partners are joined— the contract is not the same— but in case I told the defendant must plead in a statement. The it is a general rule that partners must all join in bringing the action.

Yet there are some exceptions. 3. 3. 6. in partnership employing F.D. A. and others for them— F.D. does the business— pays one third of the expenses to another or third to B— but to C no pay nothing— then all of them join in the declaration— yet exception shall go out of favour of C only— or perhaps he may bring the action in his own name only, in case they then will not consent. Where there were 6 proprietors of a house, and the issue paid all but one— their respective quotas of the
not to only have an action in his own name, but to his part of the rent. If one partner dies the right of profits and share of losses goes to his executor, but the right of action goes to the survivors only—and none but the survivors can be sued. If A & B are partners and A dies the right to sue and liability to be sued survives to B, if B dies at 21st. of May the executor only can sue to be sued—the executor did not have anything to do with the action. This says the judge but to me in mind of a case Pennsylvania where upon an attorney arguing this point. The judge told him there was no need of arguing for this point was held—What would your honour do say the other one, if both were struck dead with lightning at once?

If the partner is not all sued in action against them they may take advantage of it, if a plea in abatement—

A special discharge of an agreement mutatis mutandis and if there will be a bar to an action on the promissory note if the discharge be before a breach of promise. But if afterward it will not cancel the agreement.

There is such a thing as a discharge of a promise by a subsequent promise. As if one who had promised to marry a lady in 8 months promised to marry her in 4 months. So one can bring an action on an agreement until he has performed on his part what he went to do before the other party was to fulfill his promise.
If A promises to deliver a cow for the consideration of £1, the cow must be delivered first, but if B promises to deliver a cow to be considered that B promises to deliver to A, B must execute his promise first, because it appears from the face of the contract that B made his promise first & it does not appear that B made his promise in consideration of anything.

The S. E. N. in the offering to discharge a debt or duty, the parties and the thing promised being present. Generally where the debt or duty is certain, the promisee can discharge it by tender. This is the case in most cases where no sum is but will be.

It is sometimes the case where the debt is not certain, but such an sum may be made certain by the parties—as if one takes up goods without requiring the price, or if one hires another person being agreed on. If one agrees to employ a joiner to build a house & sets the time at which the work is to begin, the joiner by tendering his services at the time agreed on discharges his duty. But if he does not build the house according to his agreement—he cannot tender the damages because the damages are not known to the parties—but must depend upon the statute.

If one engages to do a thing within one time, the time when it is to be done—he cannot tender his serv-
The maxim of the law is to corum est quo corum.

The presumption is that a test is valid. Therefore, the in a declaration upon an action of account, damages are stated to be so much as the promise or promise might have known the amount of the debt, and tendered accordingly upon a quanta.

A man who owes another more debt than one lender money without specifying to which debt he would have it applied, tender a com. the price to an action of assumpsit on either of these debts. But if he owes but one debt only then in this case tender may be pleaded. Something more than mere words is necessary. Therefore if one man with his artificers said, I have got the money to pay the debt I owe you, I am ready to pay you. This will not answer, he must hold the money out to him some way here for $6. It is no matter whether the money be in bags when tendered or not, the lenderer is 220.209 not obliged to count it out to him. But if he tells the 30.100 man here is the money and keeps the bags under his 500.145 arm all the while it is no tender. It has been doubted by some whether it will be a tender if the tenderer says I will have nothing to do with the money, keep it yourself. It is said that the tenderer should make tri- al whether he will take it or not. On the ground of prin- ciple says the same it would be as good a tender as if
This page contains handwritten text in English. The handwriting is quite clear, though the style and cursive nature of the script make it challenging to transcribe accurately. Without excessive paraphrasing, the text appears to discuss various subjects, possibly including personal reflections, historical anecdotes, or a combination of both. Due to the nature of the handwriting, a precise transcription is not possible with certainty. The page seems to be from a personal journal or a letter, given the informal and reflective tone of the writing.
judge receive then went on to bid a story ofattles of copper to himself when his client had obtained his ease - his client afterwards being q-

AID because he had been placed upon a trial with his own. The poor man paid the bill of cost to judge receive - all in copper needs crowd in this state. Judge receive did not give himself the trouble to count them ever-thing but in little bags of 10 each - & told the man he was quit of it - his expenses, being a journey in a stage and they would be hand. To throw into to pay his expenses - the man was undoubtedly satisfied. - It is the duty of the tenderor to keep the money if the or’dinor refuses to take it - and to produce it in court on trial. But suppose the circulating medium - and if that mean which was tendered be depreciated after tendered and the is refused. Then seems to be no direct decision in the point - the opinion of the court may be collected perhaps from on case that the loss shall fall upon the tenderor and upon strict principle it would be right.

Tender of money is after refused considered as loss to the creditor and is only found in ordinary case whatever happens to the money then no operation of law is the inevitable procedence of God will excuse the tenderor. If counterfeit money be tendered neither lord 35 of the statute knowing it to be so at the time it shall 56th 115 discharge the tenderor. But if the tenderor accept of it at that time or at any other time he may have his remedy against the debtor unless be specially take the hazard upon himself. If one promise & deliver to
Assuming the tender must be of such as merchantable as it will not rise. If a man promise to deliver cattle and another at a certain place and certain time and he does it accordingly he has performed the promise and it will be a good tender if he leaves them there and so it will if he takes them back in order that they should not suffer with hunger or be lost. Also he has no legal claim to them. The only difference between this and money is that where money is tendered the place must be that tempest particular but where cattle or other personal property are tendered at the time and place specified a mere tempest præst is a good plea — so this property once tendered may be recovered in an action trover — as if a third person had taken it in charge in case of a tender and refusal of money the tender or offer considered as bailee of the tenderer that if the original obligation be lost the tenderer is liable as a bailee. — In the treaty of 1783 there was an article inserted probably for the benefit of the refugees that all the debts that existed before the war should be paid in the same manner as if no war had taken place. The government I agree must the judge
ought to pay the whole but in a legal and equitable
table point of view the individual ought not to pay the whole sum. Many of the States enacted
laws merely in the face of this treaty that those
debts should not be recovered. This had very
largely created a second obstacle between us. Congress
had no power over the separate States to compel
a performance of the treaty. In this situa-
tion they sent a recommendation to all the
States which had enacted such laws advising them
to repeal them—which most of them did. There
was a question then started whether Connecticut
had such a law. It was contended by one the part
of this State that we had no such law. He had
a law of this kind. Our supreme court was em-
powered to take up all the bonds, notes &c. existing
at the end of the war & consider the individual
equity as between each of the parties. They were
not bound by any principle of legal equity but they
were bound to do exact justice in every case. Under
this the refugees came in with their bonds and
what was then equity? It is a principle of law
that if the party is out of the government it is the
same as if a tender were actually made provided the
other party was ready to tender. And in the case the
refugees were within the British lines and there—
up to be inaccessible. In such cases where there was an attempt or readiness to tender, the court gave no more than it was worth at that time, & no interest from that time. Suppose one man had received a sum of money (which if tendered he must receive) and had not paid off his own debt with it—he must suffer a great loss. Our courts therefore made all that difference of the depreciation of money—but where there were no preparations for a tender the court allowed the whole sum to be recovered. Many thousands of pounds were lodged with the secretary of the State. The legislature contended that they had no law against the treaty and made it a mere matter of pride—but to get over the difficulty they passed a general law repealing every thing in the statute contrary to the treaty. This again threw it back on the court to decide whether the said new law was contrary to the treaty. But it so happened that a case never afterwards occurred—and even no occasion was given upon that point. Of Stock No. 177 in the Bank's a mere offer to transfer this is sufficient. An actual transfer in the books is dispensable with all this it is sometimes entered in the books in order to be sure of it. A mortgage discharges the lien upon these while a tender discharges
the mortgage. Therefore when there was no contract
of debt and the mortgage was intended
voluntarily a tender of money on the mortgage
would forever discharge any lien upon the land
and the voluntary mortgagee can never recover but if
he refuses the tender either the land or the mon-
ney. If a tenderer is afterwards called upon for the
money and refuses to deliver it up the original
debt then revives and from that time he becomes through
a debtor under of a bailee - but this demand must
be made at a reasonable time and place - generally
at home - but if he is away from home and has
the money with him - he has no reason to compl-
ain if he is made a debtor afterwards. It binds
himself to build a house for B at a time which
shall be appointed by B - If A tenders his services
at the time appointed and is refused admission
then he may bring his action for the con-
dition agreed upon - the in Equity B may be
sent him a second time to build it. - If a day had
been actually agreed upon between the parties for con-
commencing the work - yet upon tendering his services
at the time was driven off the land - no second de-
mand can be made - yet A shall recover the money.
If the tender is to make of money and no place fix-
do - the tender must in general be made to the person
A tenant of the premises, but suppose the premises lies in Stockbridge and the tenant or tenor or indorser "tomorrow the day of payment" if the tenant or tenor to Stockbridge and finds that the premises have gone into the upper part of Vermont, he need not follow him - tenancy at the premises will cease and be sufficient. The tenant or tenor must follow him if he has moved - it is not necessary to go to his house if he be found from it. In England Tenants are not obliged to carry their rent money to their Landlords but it is otherwise in this country. There is a different where the premises were deliver'd in goods - here the tenant or tenor is not obliged to follow the premises when he removes farther from the place of delivery when the contract was made - but the tenant or tenor must deliver according to the direction of the premises, premises he do not direct them to deliver at a place more difficult and far than was understood by the contract. If the chose (or written contract) be assign'd over and the premises: though if has notice of it - he must tender to the assignee or his agent - but if this assignee live farther off, he need not follow him. In England no tender can be made after an action is brought at law Col. 264 yet if the money be produced in court, or that the plaintiff goes on with the suit at his own bend.
But in equity tender may be made as well after contracts as before the plaintiff files his bill. In many of the States a statute is made by which the defendant is allowed to tender after suit is commenced at law. Where the place of tender is fixed and the time for the payment be uncertain within any specified month week or the like — If you find him blood 1/2 at home at any day in this month week or the like specified you may tender — but if you cannot find him at the place agreed upon for the payment and within the time specified then no tender can be good till the last day in the month week or the like agreed on. The latter part of the day courts consider the most proper time for payment. The court or jury must in general judge of this according to the circumstances of the case.

The money must be tendered so early in the after noon that it can be counted by daylight. So if 202-211 a certain number of yards of cloth are tendered it (no. 1/4 must be done so soon that it can be measured by daylight if the payment is to be made at any office str. 157 as a bank or the like tender must be made at the 10th or last part of opening the office. If the place is certain s blood 92 but no time is fixed — as if on demand the promissary must give notice to the promissee when the payment (no. 157 is to be made. If one binds himself to pay money to another in trust for a third person he cannot tender
Remember, if this third person fail only to the premises.

According, in order to make a plea of tender good it must state that it was made on the last day and if must appear to be on the most convenient hour of the day. If you were at the place appointed and nobody appeared to receive the tender you need not allege that a tender was made but only that you was ready to tender. But if he appeared you must state that he refused to accept. If the tender is of such a nature that all debt or duty is discharged you need only say that you tendered it: and a hog, bird of grain or the like were to be delivered. If all duty was not discharged you must state that you are still ready to perform and actually produce the money in court. If the duty arose at the formation of the contract you must allege that you are and always have been ready to fulfill.

Jewels or diamonds or other articles not bulky or bulk.

Then some I should conceive now the Judge may be produced in court. I have known a little play to be brought in, but whatever is brought in as tender must belong to the Plaintiff.

Accept as a satisfaction agreed upon between the party injuring and the party injured which would perform as a bar to the original cause of action. It is a defense which reaches all actions of title.
assumptions and transactions. In England there was a contract

explained to the rule of law, parties at common law can be made in bar of a specialty at all. This is a kind of special

contract which must be made as strongly as it is based. It is otherwise in Connecticut, for here a clerk, in

specialty may be issued by plea of accord. - Neither

is a plea of accord ever good in bar of real actions.

An accord must always be made for a valuable

consideration - some pecuniary advantage or

disadvantage - an equitable consideration will 1886

not do - It has been observed (the says the judge) 1888

that a rush is not sufficient to establish

adventure. - Asking an interest, burden is not suf-

cient. - It must be a full satisfaction. In Brown, 97th,

what is sufficient in equity may be given in evi-

dence. The consideration must be certain not

207th, depending upon contingencies. The agreement

must also be actual - (but mutual promises are not ignored) The 182d

392d must now be that the other party accepted the

record as such, the formerly it was otherwise

57d -

J. S. A. SH is a silence, which may be set up at Th. 458

against all contracts prima facie - but not against

acts if the infant is not disputable. Under the age

of 14 years no infant can commit a crime. Between

14 and 14 they may or may not according to the circum-

stances of the case. After 14 they may commit crimes
A pump, as well as at any age. Infancy is no defence a good
standard for malice is a necessary ingredient of
standards, nor is it a defence against trespass.
There are but two answers that can possibly be made
to a plea of infancy, viz. that the things said or mediat
were necessary, or that the defendant promised to
behave more kindly for them. Necessaries may be
pleaded, specially or given in evidence under the gen-
eral issue — for the contracts of infants are not void
but only voidable — on an action at Nisi and plea of
non assumpsit by the complainant, any thing may be given in
evidence showing why the plaintiff should not main-
tain his suit. If infancy is pleaded specially and
the plaintiff replies necessities — the defendant proves
the facts. It is only necessary to state in general that
they were necessities — and on trial to prove the par-
ticular facts. Thus if a boy were to leave his father
and go out to board — to purchase clothes for himself.
The clothes are necessary; it may not have been ne-
cessary for him to purchase them because human
have been under the protection and government of
his parents. If the action be brought on a bond of
infancy is pleaded — replication of necessities will not
be sufficient to maintain the action, for the consid-
eration of a bond cannot be enquired into. The same
is the case with a negotiable note actually negotiated.
In the latter case however a promise after the contract
will set up a negotiable note to the original contract
that a bond void and cannot be set up by any
subsequent promise

Either may be given in evidence on the general
issue in suit but not in relation to a bond. But
in such case it must amount to a breach in fact or
be will void - if it be only breach in fact, he must lower the action at
and file a bill in Equity for an injunction. In this plea there can
be no application but only a blunt denial.

In consideration is a good defence
one must be pleaded specially to obtain the plaintiff
must set out the contract and if it is or he will be
vain - for the court will not permit him to
prove a different contract from what he declares
am.

In one action is a bar to a another which is
the same cause where the actions are concen
and as Hopkins \\
where the same evidence
must be made to of both actions

Redemption is also a good defence. This must not
be confounded with discharge. A discharge is where \\
the parties agree to give up or drop a bargain before bre.

But a release must be after a failure of
one party. There must always be a consideration in or 
that a release be valid - or a sealed instrument of release
A demand or release may be of all demands of a particular kind, or of a particular class of demands. It releases all
concurrent demands, reaches executions &c., but not covenants
for £666 and then broken. If an award be that A shall pay
21st. 40s. B 20l. in commutation that B shall give a release or
14l. demands immediately, this 20l. is not released. If the
words covenants to be used instead of demands of rent or
costing, exist in a case in 2 Egg. 3d., where it is said that in some cases the court will not consider all demands related by the word demand.
An agreement of arbitrators is a good place to an
action brought upon the original contract. The award is a substitute for the original debt and ac-
tually makes it provided there be no fraud in the
submission or corruption of the arbitrators. An
award may be pleaded in all personal actions
except where the award is parole, for a specialty.
Here the award cannot by the English law be
pleaded in bar of the action—but with us in bar.
It is otherwise. However the bond or covenant
about which the award was made depends
upon contingencies—true parole award even by the
English law may be pleaded in bar of the action
but in case the submission be by bond the the aw-
ards be parole of course cannot be pleaded in bar of
a specialty—yet the party which refuses to comply...
with the award is liable on the submission bond. Contracts.

But as the award concerning real estate if there was a kind of submission the award is binding and the arbitrators can give no title. If the party gives title in pursuance of the award it is good. But suppose the party refuses to give a title what shall the other party do In Connecticut we go on along very well for the parties make out each of them deeds to the other and deliver them up to the arbitrators and to that party who the arbitrators determine shall have the title the deliver one of the deeds accordingly and the other they destroy. But in England they are bound down by a maxim by which such deeds do not take effect. So title to real estate can commence in futuro it must pass in plentier or not at all. But if the deed is not given in accordance the award an action will lie for damages on the submission bond. It is generally in the power of the arbitrators to make the party give deeds to the other for they may award that one party shall give deeds to the other or forfeit a sum of money which should be more than equivalent at his own option.

This is the case when the submission is by the mere act of the parties without the intervention of a court. But when the submission is made a rule of court if the award is refused to be executed specifically by one.
party the court of which the submission is made
a rule will issue an attachment for contempt
when an award is made without the intervention
of a court - and a subsequent suit to carry the a-
ward into execution - upon a recovery of the plain-
tiff if it be a mere matter of right - as if it were to
be decided concerning the right to a stream of water -
execution can go out only for costs - but in case of an
intervention of that sort by the same party the court
will issue an attachment for contempt - otherwise
where the award is incumbent of the like upon recov-
ery in a court - execution will go out against the Deof
 allegations have the power of a court of chancery
in appealing to the conscience of either - they may
ask them such questions as they please. It is other-
wise however if by the submission they were to be
sue according to the rules of law - here no appeal
can be made to the consciences of the parties. If the
dispute is about the claim to personal property -
the arbitrators decide - as if it were concerning a horse
the successful party must bring an action of trover
for the horse. Arbitrators can do other things which
a court of law cannot - they can award a collateral
act to be done - as where a supper of funds was awarded
to be given to one party by the other - this however the
court recommended to the parties to settle between them
A parole submission to arbitrators is as good as any contract for the purposes of enabling the award to abide in the award lays a foundation for an action of assurance—and whether there be an express or implied promise to abide by the award or not there is no difference only as to the form of the action for in the former case special assumpsit may be brought on the promise—in the latter—indebtedness assumpsit must be brought on the award. If the award was for one party to deliver up to the other a horse or a hat then an action of trover will lie for them—or as they can be taken to an award where it was not in an immaterial point according to the submission—as where the award was by the submission and the agreement of the parties and made out on green paper—and it was an common paper. It was formerly the practice for the parties on submitting a controversy to enter into a covenant to abide the award—but of late the parties enter into a bond commonly—with conditions to abide the award. This bond does not swallow up the award but it does the original cause of action—to this bond after the award he lost recovery can be laid upon the award the same as if there had been no bond—so if one article with another...
A sumptuous account with a stipulation to refer the account to arbitrators in case of differences should arise — an award in consequence would not be enforceable by the parties. Our method has most frequently been for each party to write and sign obligations to the other party and deliver them to the arbitrators. If the arbitrators make no award to either party, then they are all destroyed. If an award is made in favor of one party, the arbitrators deliver up to this party the note or notes given by the other party if the note or notes are more than the award the arbitrators issue. It used to be the practice not long ago in this state and it is the practice in other states at present, in order to put an end to litigation and make the award final for the parties to execute note to each other — go before a justice and consent judgment on them and deliver up the execution to the arbitrators which were to be given to the successful party — but it was found out that there was a difficulty and a hardship here for the other party could not contest the award — the ever so much fraud or corruption had been practiced. This has been overruled and has gone out of use. A submission is always reasonable by the mutual act of the parties if done before the award is made up by the arbitrators. But if one of the parties makes after the award is made up the
forgets the submission forward the award shall entail shall be the rule of damages— but if one party re-
aches before the award, he forfeits his bond which shall be charged down to damages— but what shall be the rule of damages? this being made the expense the parties have been to the rule of dam-
ages— so that the other party shall be indemnified if the submission be parole a parole reservation will be sufficient— to in writing than the reservation to be valid must be in writing— formerly law drawn much disposed to accept awards by every means pes-
dible— afterwards they were more inclined to favour him the same technical niceties were frequently in-
troduced— in modern times courts have inclined to be very liberal towards them— and give effect to them as much as they can— so that statutes have been enacted to regulate the submission to arbitrate in England and in most of the states. there are two kinds of awards— 1 where the submission is to the mere act of the court. the award in both cases is of the same validity— only the process for enforcing them it differ-
ent. When the award is made without the intervention of the court— the submission must be either verbal or written— it may also be with or without an express and not promise to abide by the award. as the law 12 L.Ra.248
...once adopted there were no means to enforce a contract, and not awarded to be done or by the parties to the submission had bound themselves to abide by the award— but when money was awarded to be paid the same law existed then as now, a recovery might be had for the sum thus awarded whether the parties were the bound themselves to abide or not. Where there have been a bond to abide by the award it was forfeited as it is at present.

Whether the award is a collateral fact or money to be paid in case of non-compliance. To the law this is now the parties are bound by the award by their implicit premise to abide, if no express promise whatever be the nature of the award. So that it is immaterial whether there had been an express promise to abide or not. It is very common among merchants who are to have dealings together to submit controversies to arbitration before they arise as if in articles it were agreed together they express that while all disputes to arbitrators— upon this a question have arisen whether a suit at law before matters submitted to arbitration would be barred by these articles of agreement. The rule established elsewhere in this matter is that in this case the Plaintiff should not file his bill until he has made an offer to submit and a refusal on the part of the arbitral
Contractors refuse to die—or make void award. 

Contracts are void. The decision in England is well established, that articles of submission of this kind have been held to bar a recovery in a court of justice notwithstanding the rule in equity. But the Plaintiff at law will undoubtedly be liable for a breach of covenant. This decision seems to be reasonable and founded upon just principles. This restriction of this kind can be effectually enforced when third persons—so if one undertake to join in his will to make the parties thereby submit all differences to arbitrators—they will not prevent them from going to law. The extent of submission depends altogether upon the agreement of the parties. The arbitrators must all exercise their opinion—all be written in the award—a majority do not go in courts of justice. But when a reference is made to 3 or any two of them as frequently the case—the concurrent opinion of two will make an award valid. If one of the will not join in the hearing the parties—the award of the other two will be good. As to the revocation of a submission—as has been before said—it must be done before the award is made out. If there are two or more on one part, they must all join in a re-
A majority will not be sufficient: if subsequent marriage of a woman who is a party to a nullity is an implied revocation, cases of this kind are very rare: in principle even the judge I do not see why the husband is not as much bound to the acknowledgment as he is bound to pay the debts of the wife contracted before marriage. This is a rule which was established long ago and has been treated by elementary writers as well founded.

It is said that in this case the acknowledgement would be forfeited and there seems to be no reason why an action might not be brought upon it by the other party.

Who may submit to arbitration.

Generally: all may submit who may make a valid contract. By the law an infant who could not make a valid contract may submit where a trespass or the like has been committed against himself. This is not law now and an award in pursuance of such a submission is at least doubtful if not void because a submission cannot be necessary. It was contested a long while in courts of justice whether in case of a contract or very arose between a minor and another person the father or the friend of the minor could
by any act of his own, signing or being oneself contract, the parties bind the miner to abide by the award or whether by binding the miner. In the manner he became liable himself. It is so, as is now settled that he is bound himself to abide the obligations of the award. But the miner may do as he pleases about being interested in it — he is not obliged to perform. An executor is bound by an award 17 H. 8. 91 to the extent of assets and no further. It is generally true that those only are bound by the award who are parties to the submission. But if one of the parties acts in the capacity of agent or attorney with authority to do his principal’s or Deed 28, claim shall be bound by the award. If the submission be made a rule of court, the principal shall be bound by the award without special authority delegated to the agent. If one or more of a number of partners act without the consent of the others, they shall all be bound by the award but those of the partners who did not submit or give their consent to the submission are not bound by the award as it respects the other partners — (i.e.) in their against with them they are not obliged to pay their proportion of the award. Where there are many claimants as a crew of a ship — a verbal consent is a submission which binds them all — if only one or more sign the same bond.
Assumpt: When it is said that the award must be final and

when more is meant than that the particular controversy shall be ended, so if the award be that one

party give the other a bond—this there may be a dispute about the bond but the particular controversy

is ended. The husband has power to submit to arbi-

tration everything belonging to the wife which

he has a right to dispose of. And it is said some-

where that it cannot be true that if she joins with her

they can submit all her matters to arbitration. As

the law once stood: it is said that the affairs of the

.. Intestate could not be submitted by the Executor for

in an action of debt on the bond, the Intestate

may have reminisce of law but the executor cannot

1 Bac. 248 The law is otherwise now. I find say the judge in

Ch. 143 the due authorities a surrage of opinions from which is

1 Bac. 99 it appears that land was sometimes said by some

not to be a subject of arbitration, and at other times

1 Bac. 115 not to be. It is now settled that land and other

real estate is as much arbitrable as any other spe-

cies of property. — By the civil law arbitration had

certain power to determine whether one was a patrician

or plebian. — And by our law they cannot determine

whether one be a legitimate or illegitimate person

A judgment even in a court of justice cannot always

be a bar to arbitration, as if new evidence be dis-
Who may be arbitrators. — Generally all may be arbitrators who are not dead, insane, or incapable of entering into contracts. All but these may be arbitrators. No interest, connection, or relationship shall exclude one from being arbitrator — quere if one should become interested in the case or become related to the parties after the submission. The statute forbids all relations nearer than uncle and nephew from sitting as such. But one who is not a close relative may be arbitrator. The question arises, whether a certain deed and bond belonging to the public office was to an archbishop, it was the matter the public held. If an agreed to submit it to the Archbishop and as he did the Archbishop happened to decide in favor of the party who submitted it. The action was had to set aside the award, but not sustained.

Of arbitrators in general. — It is very common for the parties to a submission to appoint two arbitrators, and give them authority to appoint a third provided they cannot agree — the parties themselves or any one appointed this third person by their submission — who is to act in case the other two cannot agree. This third person is called an umpire. When the arbitrators are authori-
A form is authorised to appoint the umpire—they must actually exercise a choice—for he cannot be chosen by lot—chance—or any kind of game. Suppose a time be set for the arbitrators to make out their award and if they cannot agree by this time then the umpire decides—it has been doubted if the arbitrators must agree and the umpire decides before the time has expired—whether the award will be good. This question is no more—and it is settled that whether the umpire was to be appointed by the arbitrators or whether he was actually appointed by the parties—he may be called in to the first investigation of the question in dispute. Suppose it were left to arbitrators to appoint an umpire—provided they could not agree by a certain time—it was a question which disturbed the genius of Westminster Hall whether the umpire could be appointed before the day had arrived—it was also argued that he could not be appointed after the time had expired—if these were both true then certainly says the judge they could not appoint an umpire at all. These lawyers say he seemed to fear a little loss of time as much as the old philosophers feared a vacuum—as the law stands now the umpire may appoint at any time within the time allowed to the arbitrators for a decision (or that of the umpire). If an umpire refuses he may appoint another in place of the first umpire if necessary or to decide...
But it is more closely to the letter of the prin.

...ciple that when one instance exercised a power delegated...
Award

matters in controversy except the mode of calculating interest and left this to be determined by the umpire. As the law has been & I see not says the judge why it was not founded on good principle the umpire must hear the parties in the whole matter and decide accordingly without respect to the opinion of the arbitrators. If a controversy be left to two men and provide they do not agree by a specific time then an umpire appointed in the submission or by the arbitrators to decide the arbitrators disagreeing the matter is left to the umpire but before the time has elapsed the arbitrators do agree and the umpire wins with them the award will be yours. The parties may be heard and the award made before the time limited in the submission after they have heard the parties they are not obliged to tell when and where they shall meet to make up the award but they must deliver the award or before the days mentioned in the submission. If the award is for one party to do or fail something before the due day given in the submission no action will lie against him for default until he has had due notice & if there is to be done or the money paid after the due day given to no notice need be given formally for the party can act or after that day know what the award is by entering.

If the clause as delimits the parties or each a day be inserted Sec. 825 in the submission & if one or both of the parties will not
appear the award if delivered will be binding. If not, Contract
ing is said in the submission as to the awards being
in writing or orally pronounced, the award in ei-
ther case will be good. The word deliver may mean ei-
ther in writing or by parole, or when we say a man
delivers himself with grace or the contrary, meaning that he
stands with grace. If there be two or more on a
party when notice is necessary to be given to one it must
be given to all. If such clause be inserted it's provided
the award be ready to be delivered on such day Lord Holt ruled the
said in this case that mere it out for the former deci-
sion he should be of opinion that the award here must
have been in writing, but he and the rest of the court
said it was sufficient if the award was parole. Suppose
there be several points of controversy as debt slander
either be submitted at the same time, the award as
one point cannot be delivered by itself at a different
time from the rest, but the award must be delivered
all at once time, except where the nature of the case
will not admit of it.

As to the Restraint to which a variation are subject—generally
they cannot make an award upon any condition (e) without
if any be left to be determined by another person or in
a suit—neither if the award be such provided the court of Law
may decide a certain point shall be such. As such
since the award will not before. They cannot after
If the award is made up reserve any thing to be done or any subject to be considered afterwards. They can however reserve a more ministerial act to be done either by them selves or such as they shall appoint of the award to be that one party shall deliver to the other 100/4 worth of goods or cattle or the like to be ascribed by one or two of their own appraisers, or if a certain number of acres of land be left to be measured by a surveyor. As the law used to stand the arbitrators might award a sum of sum of money as 100/4 to be paid at a certain time—but if not paid by that time then to be increased—as to 110/4 or 110/4—this used to be the law unquestionably—but says the judge I very much doubt whether this which is a kind of penalty would be considered as law now. Arbitrators cannot delegate their power to another any farther than is expressly agreed upon by the parties in the submission. They may apply to a lawyer or the like person to draw a bond or the like—which is a mere ministerial act. An award directing one of the parties to make a confession to the other at such a time and place as named by him be required is not binding. If arbitrators award a release of a bond or the like such as shall be approved by chancery—it has been decided to be a good award. Where in a submission under a rule of court the arbitrators awarded money to be paid and left the costs to
be taxed by account the award was held to be good. The Contract
must be taxed according the rule of law in this case. 1 Pe 355.
It must always be held to be taxed to those whose duty lay in.
it is to tax costs and not to a Fraser. The rule - Sando. 121
traders themselves have a right to tax the costs and St. 1025.
make out the award accordingly - they may make
the award the same day they are appointed.
As to the Auditors of a good award. - It must not exceed
what is prescribed in the subscriber. The submission is
the rule of the award. By the old authorities when
the award was about something not in the submis-
- the award was wholly void - afterwards it was
held that the award was void only as to what exceed-
de the subjects in the submission. Whether of these is
now the precise rule - but an award may be good as
- to part a be void and the other part - or it may be to-
tally void according to the circumstances of the case. -
generally if that part of the award which does not ex-
ced the limits of the submission can be ascertained the
award so far is good and the rest void. As if it were 100.
submitted to appreciate the value of a horse which at
sold to B - and the arbitrators estimating the value of
the horse at 30 L and a yoke of oxen which B sold at
L. 20 L awarded that B should pay A 10 L - this award
would be good as to what was submitted viz 30 L to the horse
but if the arbitrator had not estimated by their award.
...the value of the horse but only added that the difference
between the horse and oxen was 10d. and awarded
that 13 should pay it and the award would be paid
in toto. So if it claimed the right of the horse & to claim
an oxen - and only the right of - & the horse is sub-
mitted - if the arbitrators award that it shall have
the horse and pay 13 10d - the award is void in toto.

When it is expressly stated by the parties that all personal
actions are submitted - no cause of action are included
but when the words - all complaints - all demands or all causes of
action are and in a submission it includes every point in
controversy. When a question of right is submitted
standing as where two crowd a house together - and the question
how much each one owned was submitted it was
by the old authorities whether arbitrators could a-
award that one should give up his right and the
other pay a sum of money - but no doubt but that
arbitrators have power to do this of late - so where
the right to a mill-stream is in dispute it may be
determined - & so what one of the parties shall receive

1st by giving up his right. Either will it exceed their-
power - or their right to award any collateral in sati-
1st & a fraction for an injury - or a debt - for which damages may
be had at law - as where one was to provide a dinner of cold
1st or 2nd for another - or where one was to make an acknowledge-
ment to the plaintiff's agent. I think says the judge that is
clearly the line now. It has been doubted whether the words all causes of actions — or all causes of complaints were in include matters of difference between one party and the others' suit — but it is now settled that it includes all controversy respecting personal injury to the wife of a Dissolu- the party — and to all the property which the husband had a right to dispose of. — It cannot therefore extend to his real estate. Arbitration may award things like done which are not in the submission — as a covenant to secure the execution of the award — or order a bond to be drawn and given to one party — or order a release to be given by one party. It has been held that it seems to me (Code 3) a simile judge erroneously that under the words all demands disputes etc. dealing of partnership was in- cluded. A distinction has been made between a sub- 28.11, mplan where it is agreed to refer all matters in difference to a 11.664 between the parties in the cause and where it is agreed to refer 14 to 14b. all matters in difference in the cause between the parties for in the 14a the former case the arbitrators have a larger field of inquiry. Arbitrator may order a claim — or a bond to be given up which arose after the submission — and it now makes no difference whether the claim or bond arose before or after the submission. Both which arose after the submission may be awarded as well as those that arose before 28.115 before. A release of debt up to the time of the pay- ment of the award will be as good money but an actual
Awards must be awarded in a sufficient execution. The award to be made must, to the laying a duty upon one who is a stranger to the submission. This however is better understood in a limited sense—-the award in this case may be good if beneficial to one party and operate as a disadvantage to the other—-as if ABB be parties to the submission—-and it is awarded that A pay so much to be wife—-the award is good—A can never object to it. So the award may be for one party to contribute so much for the support of their common mother. It is good. It is always presumed that the award is beneficial to one party unless the contrary be proved. If the award is for a stranger to be an act it is void—but if the award is for one party to do or say something to a stranger it is good. Thus if A & B are the parties and the award is that J. D.

shall sign a bond with E to be given up to E—the award is void; yet it is not so if it is willing to take the bond in the name alone—-or if J. D. does actually sign the bond in either of those cases it is good. So also if the award be for the wife of one party to join with her husband in a conveyance. It is void unless she does actually join in the conveyance to the other party to accept the conveyance without her. Where the words in the submission were all committed to them (A & E) and there
there were one party and one on the other side. The
court held that the arbitrator did right in taking
into consideration the controversy between all the
individuals. The law as it stands at present is there-
fore that this and an award so made would now
be considered void. If it has a debt against it and
is jointly severally and the controversy is between
the parties which might in justice be paid the debt—no award
where the debt is to be paid in the submission to discharge
one of the parties from paying the debt—can destroy
be hold upon either of the parties severally at his
election—or upon both of them jointly. Where the
words of the submission were all matters in dispute both
real and personal— and by the word no real estate was
taken into consideration—by the old law the award
was held to be void—but now the law is otherwise. The
debt might not have been any real estate thought of by the
parties but the word may be considered a mere expres-
sion—as many written instruments are where the
attorney or writer is paid by the time. It would it is
true say the judge seem hard if the matter in dispute
was about an action and the attorney to write his book...
been introduced every species of property as heathen
under 86 &c. and says the judge or in not enough
does to the honor of the profession such usurpations are
found in all the books and are still practised.
can be had against a liar as much as against one CONVICTED
who charges another with lying. But if an award
be made that one party shall make a compensation
for the injury— it will be enforced. In the time of the
later there was a law enacted to which a liar was
liable to fined $100 for spreading a false report
and in common times— says the 17 & 80 liars are free
from punishment. I was once called upon to say he to draw a
writ for a miller, honest, of a man who having always maintained a good
character had been charge with lying by one of his neighbors and he
said he had done it for some time and he said had determined to have relief.
Call the judge told him that he could not recover— he hesitated— shook his
head and said he had always held a respect for the law— but if I cannot have
relief by the law say he will tell you what I will do— I have got a farm that
I have got good history growing on it— & I will use it. — An
award must not be impossible— as if it be for one party to
give a bond to the other signed by three persons— or
for one of the parties to pay $20 when he was not worth
$20— or for him have the legal estate of a cistern and
it convey the estate to another. These two not physically impossible are in the eye of the law considered
impossible. An award must not be unreasonable— If
an award be made to pay a debt by personal service
it is void. As the law used to stand— David stood long
after he began to practice says the judge men might be
bound out to service to discharge a debt— but it is otherwise now
Criminals only are subject to be bound out for service. It has been held to be unreasonable where the award was for one party to pay the other in the home of a third person—of all the house—because said the courts it may be trespass for him to enter into the house or even to enter his own yard, for he cannot pay at the house, and he can go into the door-yard perhaps. Where says the judge are niceties peculiar to the ancient law—

the modern practice is founded on more liberal principles.

No doubt but that an award of this kind would at present be good—and the execution would be good if the money should be paid or tendered any where near the house. An award for one party to make a confession to the other was held to be void on account of unreasonable demands because it was a collateral act. Arbitration have no authority to impose the payment of a debt or bond when the quantum only is submitted to their consideration. It has been held to be unreasonable when one party was to get study in satisfaction of a debt, so it was if the award should be that one go to genre for the other. Only one of the parties is bound and the arbitration award that his house shall be given up in satisfaction of a debt. — The award must also be advantageous—must not be unjust. — If the award be that one party go to home not upon business for the other but as a kind of penalty—it is said—this says the judge—
is not properly referred to this head. — do an award contract
be one party to work his lands or come to his heir in
and because it cannot, in general, be any advantage
to him or the other party. If matters are submitted
to arbitration and one party be ordered to give his ti-
tle to certain land to the other—about which land
there had never been any dispute or claim by the
other party—the award is void because it is nugatory.
But the most singular of all awards upon record is
one where one party was a man & the other a woman &
the award was that they should marry each other &
it is no less singular that it should be vitiated among
awards that were void for not being advantageous ra-
ther than among unreasonable awards. — a award
that one party deliver up to the other certain deeds
he was held to be good — the says the judge I remember
a case where an award to deliver up certain goods taken
from the other party was held not to be good but says he
I am far from believing the latter decision correct. The
old idea was that something must appear to be given
in compenence — and the giving up deeds ortholike without
a release on the other part would not be a good award — On
the same principle where each party owed the other a
debt — an award to go quit of each other was held to be void—
now there can be no question but that such an award would
be held to be good. — An award for one party to pay so much
Asumpt. or go before the Mayor and swear that he did not owe the debt—was held to hold—on the ground that it tended to encourage perjury—and at that time that an award could not be an alternative because it left it doubtful which was meant. The award must be certain—the old rule was that it must be certain upon the face of it. If by any construction they could make it doubtful—it was held to be void. An award for one party to pay the other as much as in good conscience brought to—issued for uncertainty—an award to pay so much & also the expenses of a certain lawsuit was held to be void—lie it is thought now that an award of this kind would be good—the expenses of a lawsuit may be ascertained—and averment may be made accordingly. So an award of payment in days—weeks for task-work he is void. An award that it should not molest A and that A shall enter into a penal bond with B not to molest him is void for the penalty of the bond to be given is not specified by the award—it will not do to estimate the worth of the bond—and to double that for the penalty. An award that the two parties shall pay equal share of a debt which it owes to be paid by the old law bond but now otherwise. An award that one shall pay the other as much as a quarter of debt sold for is void for uncertainty—because the price may be different.
in different places—the market prices may be various contracts and awards. A party may have more money—those boxes. Late 550 several books—cannot be reduced to an uncertain sum, and in their rule is therefore void. It seems to have been the old law that where an award cannot possibly receive another construction it was void—Lord Holt adhered closely to many instances—when in the following case he dissented from the rest of the court. It was here C— the judge that an award was good where—after saying boldly that one party had a right to use his lumber-yard—the arbitrator directed certain things—boards &c. to be removed—which were a nuisance—to the other party. An alternative may be awarded—as if the award de novo, like A— one party to give certain £350—per £50. The old law was the reverse of this. An award has been objected to on the ground that no time or place was appointed for the execution of it— where money is to be paid a reasonable time is allowed for the payment—Andas Sir 903 to place it is immaterial in most cases. So that an award of this kind would now be held good. It was once held void if an immaterial mistake in the description appeared in the award—as where in the sub—br. of the creek the land was described to be between Barts and down and south down—but in the award it was said to be between Defender's down & A. down—no such trifling variation would now be noticed by court, this rule is now at an end.
A matter of assault & battery was not united and the award in some cases should be paid without expressing for what the 1st was to be paid — an award of this kind would now be valid the once it was made — a case once occurred here where an award of this kind was held to be valid — one of the judges dissenting. — The award must be final as to the original cause of action — all questions on this controversy must be waived by the award. Therefore if the award be that the Plaintiff be not sued it is not — but if the arbitrator order a withdrawal it is good — in England and that withdrawal can never be renewed but as it is allowed in this country upon whether the award would be good. An award that awards a cause is not good. An award that each party should bear his own expenses in a suit is — whereas one party made the first breach of law we the arbitrator award that one party shall pay the 5 shillings xe — An award may be made pendent if the award depends upon contingencies it is void. The idea of mutability is done away — something they said must be done on both parts — as if one party was to pay the other must give a release and all this must be expressed in the award.

As the law stands now there is no need of any act to be done by the other party to create a mutability.
rule was that the intention of the arbitrators was not to be regarded at all— but it was always to be taken as it was on the face of it a devise they said must be construed according to the intention. The test of a deed must have certain terms in it which the law supplied—and an accord must not only have certain terms—but it must be absolutely free from any ambiguous expressions—so that the construction could not possibly be given. The law at present gives towards a liberal construction—regards the intention of the arbitrators as much as that of a lessee. If arbitrators award that one party pay to the other lost in satisfaction of all controversies it is now construed to mean all controversies in the submission and no more. So if it be ordered to deliver goods to be shipped it means that it shall be delivered for the goods alone. So if it be ordered to pay $100 and such agency where the circumstances of the case would if done under in evidence would give validity to the accord without ordering to give up the more. So if it is ordered to accept of $15 in satisfaction of controversies submitted a bill of sale is part of a conveyance without ordering the $15 give a bill of sale. An order that it pay $10 in full of all demands would—collective now mean demands up to the submission and therefore be valid but it would be void according to the old idea because this was not expressed in the award. An award that the drawthoirs
Adjourmt should give notice to their Parson when they think their sheep was held to be void on the ground that the Parson might be poor off at the time. Formerly an award of release was void if not expressly stated to be so by the submission; afterwards this construction was put upon awards without the expreion, but there was another difficulty for if the award was for the release of all demands up to the time of the award it was held to be void, for there may have been a controversy after the submission not contemplated by the parties in the submission. But as the law is now a release up to the time of the submission will be a good execution — the the award were that release be given up to the time of said award.

As to how far an award is good in part and in part — the old rule used to be that if an award was any part of it void it was void in toto; afterwards there seems to have been a transition to the other extreme — and all awards that were good in part void in part — were held to be good and binding except what was void. The modern rule lies between the two extreme and makes those awards valid on the part which is good where one party only is by money or by act and the cause of controversy are necessarily considered in the award. Also if the party to whose disadvantage the void part of will operate is willing to perform his part the other party is not competent.
to refuse compliance with the award. Thus if A be
ordered to cease prosecuting all suits pending the
award is void by the old law and void by the recours
to those suits commenced after the submission yet if
A accepts and performs his part B is not competent to
say he will not perform his part. So if J. D. be ordered
to give a bond with surety to J. S. — it is void as to the
bro. B. 482 surety — but J. S. must go and offer to J. D. a bond in his own
own name and if he accepts such a bond he may or may
not at his own election. — but if J. D. offers a bond with
surety according to the award then J. D. is bound to abide
the award and accept the bond. So if A. B. and wife are
ordered to join in a conveyance of Blackacre to B - B the
accepts then offer to convey B must accept for he is
not competent to say the award is void — so if to agree
to accept a conveyance by it alone without his wife it is not
competent to say the award is void — or if the title was 2 leas
wholly in it B must accept the conveyance made by it
alone. Where the award was for each party to pay money
or do some act and the void part of the award was to be per-
formed by one party if the party who was to do the void part
does it — the other party cannot object to the award on the
ground of it being void on the other part. Thus by the Bro. 577
old law if A be awarded to pay 10 to B the cost of suit & B to pay 1 2 to
of 10 2 it is void but if it actually pays the cost — B must
pay the 10 2 — The same is the case if A be awarded & join
Award with his wife in a conveyance of land, so if to be awarded as to for土地-work and a to pay £2 6 d. does his 
part B must do her. But where the causes of controversy actually in the submission—and others not in 
the submission are by the award considered in an ag-
bro. 689 gregate manner—as if the controversy submitted was 
about a horn only—and the arbitrator considered a 
yoke of oxen—and awarded generally that one party 
pay the other £2—the award would be void in toto.
10 such. 131 When it is awarded to do this thing and that thing 
12, 11357 to the same being within the submission and some 
without, if A is awarded to pay in consideration there-
of £62—the award is void in toto. If it be awarded to 
bro. 652 pay £2 6 d. in satisfaction of all demands within the submission— and B to give release up to the time of the award 
the latter is void according to the old idea &c. &c.

An award must always be made in manner and 
form as is directed by the submission. This is the 
guide—the Protestant—to direct the arbitrator. (When 
nothing is said in the submission directing the award 
to be made in writing—it is immaterial for—it shall be 
valid whether in writing or by parole—Some title to—
2 Nov. 246 vital thing provided for in the submission may be elected.
Bernin, 12 be with—as if be written on gilt paper—or on paper indented 
26in. 121 according to the old method of indenture—but every thing, 
which will add strength to the submission must be complied with.)
What shall be considered a due performance of an award? Contract.
If one be ordered to deliver up the last will and testament of a testator to another—the deed has been recorded in the probate office—he cannot get it from there—but if he has the original will—he by delivering this has fulfilled his duty. So in this country if does be ordered to deliver a deed—If he delivers the original deed which he has in his possession—it will be a sufficient execution—these are recorded in the town records.

If the party in whose favour the award is pointed out, in a different mode of performing the award: It is a sufficient execution if this mode of performance is adhered to by the other party. If one be awarded to pay money 6 months after the award—tender of the money at any time before a suit is commenced—without interest after the six months are up—will be a sufficient performance if the subscription bond is not forfeited—otherwise no subscription bond. Another case—when how much indemnity is entangled with mere form Yeh. 35—It was awarded that all suits cease—this award was made in the middle of a term while a suit was pending—the case had not yet come up before the court for trial—the plaintiff went on with the suit and obtained judgment within a few days after the award was made—every judgment relates back to the first day of the session of the court by fiction of law. The defendant
Amount brought an action for the breach of the submission.

Defenses. 1st—towards which the defendant in this action made a

Award. special demurrer stating that by the records of the court judgment was given before the submission & the demurrer was held to be sufficient. 2nd law no one party is excused to give the other a bond payable a year hence—if the bond is given a subsequent to the submission bond—but only if the bond given under caution to an award that it shall cease to B—B, paying some a year—of the covenants to lease accordingly—the submission bond submerged in the covenant—and whatever breach there may be of the covenant—no action will lie upon the submission bond or the award—but only on the covenant

Of the remedy to compel performance of an award and the method of bringing the action. 1st if the submission is merely verbal without an express promise to abide the award. The action may be brought in two ways: 1st by Deb. ass. on the implicit promise to abide the award. 2nd the same action upon the award itself. 3rd if the award was not payment the action will not lie upon the award but must be brought on the implied promise to abide the award. II. If the parties had expressly bound themselves to abide the award if verbal and the award be a collateral fact the action may be either special or indeb. ass. but it must be on the express or implied promise to abide theaward.
if it be not a collateral act to be done, the action may be brought on the award itself. III. If the submission be in writing without a penalty to abide the award, the actions are the same as if verbal.

IV. If the submission was by bond with condition, provided an action will lie upon the same as all other bonds, even the condition, as before, and no action will lie except upon the award. — When the actions are brought upon the bond, so as not to mention the Plaintiff must bring his action upon the penal part of it, the same as if it were a bond — stating it to be in writing obligatory so without stating any condition or for what the bond was given — the defendant who makes the defense brings up if the condition so as in another case. If the submission were merely in writing without any penalty, the action may be as has been before said either special or indub. and the declaration must set forth the premise to be in the goods writing, or say nothing about its being in writing, the modern practice generally is to state the writing.

If the defendant pays over of the bond only, the suit in his plea relate the condition so as if they were. — If he vears over of the bond & condition also — he may plead no such award (or no award) — The Plaintiff must join both cases in the one, being there was an award but must not only state there was an award but also relate the con-
Award

...conditions—containing the articles of submission, precisely as they were in fact—making that the arbitration understand the burden or charge of the award at the time, place so mentioned in the submission for if any of these is omitted the defendant will in honor sometimes the Plaintiff must aver, performance on his part—so where the conditions on the part of the Plaintiff were precisely—and no duty on the other part was created till his performance. So if part of the award is void and that on the Plaintiff's part the Plaintiff, even if the conditions are precedent, on the other part he must aver his performance. So if the award was that it join with his will in a conveyance to the Plaintiff, consideration of 100, here he must aver his perform once—show that he has done what he was not obliged to do. If the award differs in any the least manner from the terms of the submission—it is not the business of the Plaintiff to point it out—he must aver that the award was made according to the requisites of the submission in every particular—as his presence of the witnesses, on the 5th of Jan. and the like—as that a bond was given under bond Sec. 10 of there in any de- (Bar. 281) fact if the defendant know it. It is essential that the Plaintiff in his replication assign a breach of the condition—otherwise the replication will be good.
It has been said that where the award was to pay contracts on or before such a day—an averment that the defendant just paid on the day would be ill—but if it were averred that it was not paid on the day it would be good. Venues. This was the great distinction and measure which has nearest dealt for sense in it. The best & the worst way is to make the averment according to the terms of the pleading. An averment that he did not pay according & the terms of the award has been held to be good. Suppose it was averred that the plaintiff paid money on such a day & with a place and the performance so that the plaintiff was precedent it must be shown in the pleading that he was there & ready to pay—or if he had tendered & it was refused—must be shown that he refused & also that whether the award is-taking money—goods &c. &c. or to some collateral it must be stated that he has tendered—but has always been ready to take. When land is awarded to be conveyed—had made out & recorded with notice to the other party will be sufficient tender. If the award be that money be paid to one when requested by the other it is not like a note of hand payable on demand which may be used at any time without notice—but a requisition must be made or notice given before a suit can be brought—and this must be stated in the pleading.
Alternative is awarded, the averment must be made that the defendant would do neither. Where there are several distinct matters of controversy in the averment, and the award is made with several distinct duties accordingly, it is said by elementary writers that the breach of only one must be assigned. But this is not true. You may assign one or more breaches as you please; and the better way is to aver several when you can, lest you fail in the proof of one. In covenants it is allowed on all hands that several breaches in one breach can be assigned—and there can be no doubt but that the same is the case with a bond. Where the defendant admits a breach the plaintiff need not aver one. Every replication should support the declaration and every rejoinder should support the replication. Every plea must allege matter pursuant to those before it.

As to the plea of the defendants, there are only two viz. 1. So award $2. So breach of the award. Under the former are included all illegal awards—under the latter, either or actual performance. I have practiced away which way the judge I don't know, as is warranted by the books—but which is a good way enough viz. Where the parties submit all controversies generally—with a proviso—which is this that the
award be made of the premises. The Defendant in their contract
and upon the bond prior to the condition—pleads no award of the premises— the Plaintiff in his replication sets out the award and avers that there were all the controversies of which the arbitrators had notice. The Defendant rejoins that the arbitrators had notice of other controversies & joins issue upon this whether the arbitrators had notice or not of other controversies— which must be determined by the jury. Another case too
mode is also practised—and is the best mode where Psalm 37
the award is illegal—and the action is brought upon
the bond. The Defendant may set out the conditions and must—do not leave it for the Plaintiff to do—then he may go on to show that the award was illegal &—but if there was no award in fact—this method will not do (and I don't see it will do if he pleads no award).— If the defendant pleads performance—he must set out the award and his performance—and to the old rule if he pleads performance he must show upon the record how he performed it— as far is no more than might in many cases— but they went further. In all collateral acts as if new were awarded to go to Hartford and take up deeds. He must show not only that he took up deeds but that he actually went to Hartford— the true principle seems to be that where it is a matter of how merely then the manner of performance should be covered—as if deeds
Award

Appropriately, when given or released — but if it were a mere matter of fact — as a collateral act — then a general averment of performance is sufficient without the manner of performing. Our rule is not founded upon either of these distinctions — but a general averment of performance is sufficient in all cases.

It seems to be a well established rule — tho I don't believe, that the judge is founded on good principle — that where tender has been made — it must be averred that there was a refusal — and also still ready — even in case of a collateral act — which is the only case where tenders must be averred. When the preceding duty is on the part of the plaintiff — the defendant must state this in his plea — and also his readiness to perform on his part — this says the judge is the rule found in the books and it is better to plead so — but if readiness to perform on his part be by any means omitted it would says he never give it up — without argument. — Suppose the plaintiff declares on the submission bond — defendant draws over.

Pleads no award — The plaintiff in his replication (for general demurrer) must admit that there was no award and state a revocation of the submission before the award was made. When the defendant pleads no award — the plaintiff cannot reply that there was an award for then the issue would be upon the existence of the award. So, put the illegality — which would make the plaint liable to be decided.
In action on an award the defendant may plead no submission — but in action on the submission bond he cannot plead no submission — but must plead non est 1 Sed. 290
picture to the bond without praying aver. Suppos an
action was brought upon a submission bond — the award
by the terms of the conditions was to have been made on
the 1st May but by a mutual parole agreement the
parties agreed to enlarge the time to the 1st June and
the award was accordingly made on the first of June.
The defendant pleads no award — The Plaintiff sets forth
the award after reciting the conditions — and on trial un-
dertakes to prove the enlargement of the time by parole
evidence — but he is stopped for no parole proof shall
be admitted to add or take from a written obligation. 65 BR. 592
If the action had been brought upon the award then
parole testimony might have been introduced to prove
the enlargement be.

As to reference by R U.L. of C.P. U.S. The
mode of proceeding in England was introduced by
Statute — which statute is not binding in this Country
nor have we or any of the States a Statute like it — but
our Statute and that of the other States are founded
upon the principles of the common law previous to the
making of the Statute in England. Our Stat. enacts that
upon affidavit produced before the Sup. or county court
of the submission of the parties by mutual agreement — and
Assumpsit and reading and taking the same in Court or by the personal appearance of the parties in Court and acknowledgment of the submission and desiring the same may be made a rule of Court— it may be entered in record in Court— and a rule of Court shall therefore submit to and be bound the award which the arbitrators shall make and return into Court— and execution may go out immediately— or attachment

152

for contempt— by the old rule of the Court. See

s. 8 R. 35 no attachments were granted in any case of this kind. — Afterwards it was the rule that if remedy could be had in no other way then attachments would go out— the former is the rule in some of the States— the latter in others— In this state there are two instances where attachments will be granted— viz— 1st where there has been a revocation of the submission— 2nd where the controversy submitted and the award there on are merely matters of weight— as if the dispute be which shall use a certain stream of water— In all other cases execution goes out as in all suits it is similar to a verdict of the jury. — The general principles which the courts of the United States have adopted are conformable to the last Common law rules. But how is the attachment to be got out? — The plaintiff prays a copy of the rule of Court upon affidavit by one of the witnesses being produced— and a writ to have the De-
defendant brought into court & more ease may be obtained the court being without power to order attachment should not be granted— if he does not appear accordingly at the time and place mentioned in another affidavit it is to be produced and then the refusal to attach—immediately fines. But if he appears and he may plead the illegality of the award— if his bill be good and the plaintiff is nominated— but if ill— he is ordered to perform the award— if he does not then perform an attachment is issued. Suppose the defendant’s bond still remains after the award and attachment as above— can the defendant’s body be taken— The taking of a man’s body for debt is always considered in lieu of the debt—it is seen the 451 225 judge as good as cash— and long as the plaintiff has his defendant he cannot give one inch against his property—St. 695 by this he be ever so rich— but if he will release his body he may then levy upon his property. The court do not always grant attachments even in the two cases above mentioned— but they have a kind of discretionary power— and sometimes will not grant one as if the case be a hard one— summons jus
in what cases courts of equity will interfere and enforce an award. Generally where the award was to perform a collateral act— equity will decree a specific performance— & in every case where the award is made a rule of this court— chancery will decree a performan
But where the arbitration is merely by the parties and money is awarded to be paid — performance may be compelled by courts of law only — unless as before the award be collateral act. Generally each court compels performance of those made under their respective rules — but sometimes equity will decree a specific performance of an award under a rule of a court of law — as when the statute of limitations had barred the recovery of an award at law — for all complaints concerning the complain his partiality of the arbitrators must be exhibited within two terms after the award is made or a court of law will give no relief. When a submission is made out of court and a collateral act is awarded — a bill for a specific performance will not be retained — unless there has been some subsequent acquiescence. The court will never compel a defendant to discover a breach of an award by his own oath — as where an award was that one should never throw down another since again — the plaintiff suspected the defendant did it and brought his bill for discovery — which was not retained. — Where an award was made that one should pay another and in such in satisfaction of debt by the rule of the money was not paid by that him the right of the original cause of action above.
But now the award may be pleaded in bar of an action on the original cause of complaint - every award is pleaded in bar of the claim of the plaintiff as the means of compelling performance of the award. Where the award creates a new duty instead of that was in controversy - the award is a good bar to an action on the original complaint - but where the award only extinguished the claim of the defendant it is due (the with no reason) the award is not a good bar, as where nothing but the award that all suit, should cease. — Yet in this case it is agreed on all hands that it is a forfeiture of the non-payment that if the parties do not cause all suits to cease, says the judge, there seems to be no reason why it may not be pleaded in bar. An award may be pleaded sometimes in bar of an action between one of the parties and a third person. Thus where A one of the parties was set at an attachment against B the other party, in an award, and B becomes bondman for B, promised A pay what ever was due to B, before the award was made, if B is sued on his bond, or promise is now pleaded the award in bar — so if it complains of an assault & battery made by B, D — and the carbon paper matter is taken up only by B & D, if B is award to pay in satisfaction of the assault & battery — this award
The original bond is not a temporary bar to an action on the submission bond. Where the award is made on the 1st January and an action is brought on the bond, the submission may be pleaded in bar.

As to relief against an award, generally if the award wants the quality of a good award upon the face of it, relief may be had in law. But where the award is bad from extrinsic causes application must be made in Chancery to set aside the award. Corrupt or partially or innocent conduct of the arbitrators are sufficient causes for equity to set aside the award. A plain mistake of arithmetical calculation will also be sufficient to set aside an award. Or also if the submission was that the award should be made according to the rules of law and that the dominion of the arbitrator—the plaintiff's wife or relative to testify.

Where the time for the submission is stipulated, even if under a rule of law words—chancery will interfere. If one of the three arbitrators be privatised or excluded—an arbitrator hearing of only two—of choosing an umpire by lot. Or when the arbitrators could not agree—can submission was ap
appointed where servants had previously declared what would be his opinion. — Or where one party 251 said he could satisfy the arbitrator of they would give him time they gave more times or where one party was sick and could not attend. Or when one of the arbitrators was heard to say before the parties were heard — I'll make the award pay costs — on other where one said I'm glad of an opportunity to bulk his remark. Another. So where one of the parties suspecting he had lost became refused to pay the fees of the arbitra-255 tors — the other party paid the whole fees without which the arbitrators refused to deliver the award so where the arbitrators were credited to one party from 151 the arbitrators were deceived. — This is a case when 142 23 extrinsic circumstances were impaired into by a court of law — — It has been the custom in this state for courts of law to set aside awards for corrup- tion partially. This has laid foundation for a question in this state which has been agitated in the County court in the superior court and supreme court of Errors. — This question was raised thus — it involves a rebel for B — to the pole. Since then — it any matter of difference or dispute was to arise it should be submitted to an arbitrator — The rebel was lost it is enacted that B knew of the lots before the police
A pump was given - the matter was referred accordingly - and it was allowed to be declared before the arbitrators whether he knew or not - and confirm to the fact he declared he did not know - of the loss at the time. It was accordingly awarded to the plaintiff - afterwards it was said to prove that X knew of the loss - and brought into action of assumpsit to recover - the county court decided that the action lies - and judgment was affirmed by the Chancery Court - but reversed by the House of Lords. It was understood by both the courts below that on the principles of the Common Law of England no recovery could be had on this action - but saving that our courts had gone so far from the law as to take cognizance of corruptibility and partiality of arbitrator - which in England was only within the jurisdiction of Courts of Equity - it was not said why our courts of law could not with the same impunity go further - and decide all matters when the arbitrator was decided.
Debt— is an action founded upon an express contract where the certainty of the sum appears upon the face of it. In this action the Plaintiff recovers in numero and not in damages. The word express as here used is to be qualified for the meaning is not that the contract is express in all its terms of it—but may frequently depend upon the market price. Debt will lie in all cases where tender will discharge the contract, or where the maxim id certum est quod certum reddi potest will apply. Interest is recovered in this action because according to the last maxim it may be discovered by a known rule of law. The action of Debt has fallen into disuse in all those cases where assumpsit will lie—probably because in this action the debtor was allowed to swear by his own oath that he did not owe the creditor any thing—and the oaths of eleven men that they believed he spoke the truth he might exonerate himself from the debt. It is true that the action of debt would lie as formerly if now introduced. If however this action were again revived, the law would not probably be revived with it. The action of Debt lies 1st upon simple contracts and 2nd on choses in action entirely into disuse and aptly has taken its place. The old idea that the defendant should be allowed to wage his law in this action was 30th
so strict that if the debtor should die this action would not lie against his Executor—because says the law may be the left[or had he been sued] would have waged his law but the Executor cannot he not being expessed from the contract. It seems then that this action will lie in those simple contracts only.

Cor. 21. Where the defendant was personally a party to the contract— as if one promise to pay the debt of another—debt will not lie—but the plaintiff must bring an action on the case— so also if a bill of exchange be indorsed over to a third person—debt will not lie to recover upon it. The next step of cases in which this lies is that of Bonds. And in general this is the only action on Bonds. Debt on covenant is in some cases concurrent with the action of covenant—in Debt on the penal part of the bond if the defendant makes no defence the whole penalty will be recovered. Because if no defence is made the conditions of the bond don't appear upon the record. But when the defendant appears he cau[se]s all the conditions and has them ap[pear] upon the record the court will then see that the penalty is increased down to damages. So that it is not now strictly true that the Plaintiff recover in numerus but only in damages the the forms of law are so far preserved that judgment is in fact won. Debt for the whole penalty but at the same moment.
A great field is often for treating of bonds in general when or when not
able to make them se嘴父 and child — when
a bond is voided void and the originally voided bond for which we write the table of
Contricts — countless errors and — When a freehold
state or on estate for life is leased and the lessor child
who the executor cannot bring debt on covenant for rent.
But where one held land by lease for years or lease at will
of this lessee leased to another — debt for rent would at
all times be against the last lessee in favour of the first
lessee or in case of his death — by his executor. The actions
of debt is the proper action for recovering rent in arrear
at present — since the Stile of Trade & Progress it has
been questioned whether the landlord could have an ac-
tion of debt against a tenant for years or at will hold-
ing over the terms of 5 years until then had been a written ac-
togreement — it is however now settled by Stile 4 Geo II. That
in this case debt will lie. It should have been observed
above that the penalty of a bond cannot be changed
down in England in a court of law — but to be relieved
application must be made to a court of chancery af-
ter judgment in a court of law. In this state our
courts of law are vested with the power of chancery
As to Bail Bonds or Bonds given to the Sheriff with surety conditioned that the person whom the Sheriff has attached at the suit of another appear in court. At common law there was no such thing as the Sheriff's taking a bond for mere process. But to that in England and similar ones in all the States in the Union where a man is arrested upon process the Sheriff instead of committing him to gaol is to take a bond with surety. The Sheriff is obliged to take a bond if offered with sufficient surety (i.e.) if the bondsman is able to pay the debt for which suit is brought. If the Defendant does not appear in court at the proper time nor surrender himself to the Sheriff according to law then the bond is forfeited and the bondsman or surety become liable for the debt either at the suit of the Sheriff or the creditor—the debt or judgment instead of the penalty being the measure of damages. The Sheriff in taking this bond with surety has to exercise some judgment and discretion—he is frequently placed in a delicate situation—if the bail or surety fail it is as if it were his own fault & he becomes immediately charged with the debt. We know says the Judge that there are many cases where the defendant himself is abundantly able to give security to the Sheriff—and the Sheriff would be.
satisfied with such security — but this does not annul the
purpose of the law. The object of the bond is to have
the man in court — and if the man does not appear
in court, the Sheriff is liable for the debt. Suppose
the bondsmen break — by a very late decision in
England — which is concurrent with a series of de-
cisions in Connecticut.

The Sheriff may assign this bond over to the cre-
ator & the creator or Plaintiff may be obliged to take
the bond. This is our law, and this is the law in
most or at least in some of the States. In some
of the States the law is such that the assignee may
bring suit upon the bond in his own name — but
in this State the bond must be due in the name
of the Sheriff. I don’t know says the judge whether
our law is founded in principle or not. In the English
law, there is a statute which allows the Sheriff to take a
bond with security so the word Sureties is used — In
some of the States of the States the word Surety is
used, and in others, the word Sureties — In the
States where the word Sureties is used, it has been very
much agitated whether one bondsmen is sufficient.
There have been accordingly some decisions that there
must be more than one bondsmen — but by the law
as established in England, it is sufficient if there be com-
petent security, & it is no matter whether there be only one or more bonds.
The Sheriff's bond is good in nothing at all if the Sheriff himself cannot recover upon it, so it has been decided that in debt on a sure bond contract and this rule will reach all other actions if the Sheriff takes a mere parole promise either of the defendant himself or of him with whom the other parole surety it does not answer the purposes of the law; it is within the statute of frauds & perjuries and the Sheriff becomes liable for the debt upon the failure of the defendant to appear in court. The Sheriff may if he chooses take a bond of the defendant himself but it would be the same circumstances and at his own risk. In this state there is but one return day and on this day the defendant is bound in the bond with surety to appear but suppose the Defendant does not appear on this day the bond forfeited and the bail is liable. If the defendant appears in court at any time before judgment rendered the surety are discharged but suppose he does not appear before judgment rendered judgment goes by default & execution is taken out here also the bond is not forfeited so as to subject the bail but if after the execution has gone out the Sheriff returns non est inventar the bond is forfeited and not before. After the sheriff has returned non est inventar the defendant cannot surrender himself as to
discharge the debt, if course the bondman becomes entitled charged with the debt. The Sheriff need not wait till the last day of the execution before he returns an act inventum but he may, after due search, return an act inventum at any time within the life of the execution. If the Bond attached on the return day — the bail being now discharged, he is not admissible to defend in the action until he has in court given special bail with sufficient sureties to abide final judgment of the court if required. This is not forfeited until the bond inventum is returned as before. The bond or return recognizance is not bail before the court in a suit of judgment, and a surety, bond, etc., this may be brought when the recognizance is not the bond of the defendant (or surety) cannot upon this cause facies be arrested. If the Plaintiff is a poor man and at the domicile of the defendant or if required by the magistrate to come to the suit — he gives a bond with surety for personal by his suit — he abides in it on return of new act inventories as to his estate. The bondman is not liable. In England the bond of the defendant may be arrested at the suit of another required the Sheriff demand the sufficient personal property to respond the judgment. But if the Defendant and them at personal property away to my own person from arrest at all times in civil actions and be my own, myself by a bond with surety.
In the Action of debt, it is the duty of the plaintiff to cause a writ to issue against the property of the defendant. If the property be a personal one, the sheriff may serve the defendant with the process; but if it be real estate, he may cause it to be levied upon by a writ of attachment. In either case, the defendant may give security to have the possession of the property restored, and to answer the action. The act of the sheriff in levying upon the property is not a sale, but a mere attachment, which will be dissolved upon the giving of security.

The action of debt lies also upon judgment. From what is said in the last part of the preceding page, it seems that if a debt is not paid when judgment is entered, it will extend a year and a day after judgment. But there is no authority for this rule. I am not aware of any action in which the practice is sanctioned. The form of attachment which I observed in this book is that which is referred to in the preceding note.

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Debt in Debt or Judgement, the Defendant cannot make use of any matter of defence back of the judgment. It is said there is an exception to this rule viz that the defendant may give in evidence that the judgment was obtained by fraud. It is true the defendant may plead fraud in the judgment - but it is doubted whether this is strict speaking an exception for a judgment says Judge Black no judgment if it be obtained by fraud. No enquiry can be made into the original cause of action. Any thing posterior to the judgment may be set up for defence on the part of the defendant as a release or discharge &c. Upon the principles of the common law it difficult for the defendant to set up a release effectually for matter of defence - because no parole testimony will be admitted to contradict a judgment or execution - a written discharge will be good matter of defence. In this state we admit parole testimony of a release &c although to destroy most written contracts. We find in an old authority a very inadventent statement as to parole proof of a discharge. This probably gave rise to the present rule of the common law. If the Sheriff lets the defendant escape when taken upon an attachment or execution - he cannot by these means be taken again and the Sheriff become answerable for.
This is considered a proper punishment for his continued neglect—his criminality and breach of trust. Supposing the Plaintiff to be merely an escape (for this part—626 to doubt) he cannot take the debtor again—he is led to a presumption that the debtor has paid—but this presumption may be rebutted—the onerous probandi being on the part of the Plaintiff.

Debt will lie also upon Foreign judgment. Foreign judgment is prima facie evidence of debt only. Déc or and the original cause and ground of action may be inquired. Some have supposed that to the constitution of the United States each State is to give full credence to the judgments of courts in other States, & there have been judicial decisions in conformity to this idea. But the United States have decided differently & to have the courts in some of the States—and this seems now to be the law that England—the United States & each State separately to be considered in respect to their judgments, as independent States.

Suppose & give abroad to be conditioned that if the son 3. it shall be faithful & a clerk to his heirs executors administrators &c (or without the words heirs executors &c for this maker &c. no alteration as to the law) or lives the clerk is faithful &c.

But after the death of 3. the executors of 3. to continue to trade in their own name & give employment to this clerk—This clerk afterwards...
encumbered money - debt was brought upon the bond & one question was whether the bond was forfeited. - The court held that the bond wasn't forfeited. - In another case where $1,000 were partners, & were a contributive tenant of the estate of bond, money in bond to $500 that his son shall be faithful - afterwards it was taken into the partnership with $400 - the apprentice entered - it was decided not to be a breach of the Partnership bond. But in another case where instead of giving bonds for all unfaithfulness - it was given to answer for all unfaithfulness in the bond - here the bond was held to be forfeited.

It is a well-known principle of the Common Law that no action can be brought against the heirs upon a mere personal contract in which the heirs are not named - but the action must be brought against the Executors. If in a personal contract the obligor binds him self & his heirs, Executors are the Executors as well as the heirs are liable. The heirs are always liable for speciality debts. In common law, the executor has the control or agency of the real as well as personal property of the testator. It does not it true vest in him as the personal property does - he must appropriate the personal estate first, but in deficiency of personal property, he is empowered to sell the real estate, but judge he may conceive a case where a creditor may have satisfaction of the heir, then he be personal property enough. Suppose the testator had given an obligation payable 5 years hence & clerical - the executor could not be held before the 5 years had expired. The Executor settles up all the rest of the estate - pays the volunteers & sundry expenses. Afterwards and before the time of payment had arrived
the executor becomes absolute - the creditor also becomes the beneficiary of his duty with purity - the lessor may have
his estate and the lessee to be left in the hands of the executor - the lessor may have his remedy against the heir - in England the remedy is to be ob-
tained in benzar - the creditor may be against all the volun-
ters more own - at his election. The above case is the only ex-
ception to the rule that in contracts where the heir is not named
he shall not be liable.

The action of debt was also to recover (rent reserved)
no other action has in common cases been brought.

Lessees the lessee assigns over his term - can the Lis-
sor sue this assignee for rent - & if he can is the lessee discharged. I am supposing a case was the judge
where the lessee does not reserve rent for himself
as the lease is now established the lessee is liable by
by priority of contract, and the assignee is liable to
the lessee for the enjoyment of the term - so that ei-
ther may be liable at the election of the lessor. But
if the lessee once accepts the assignee for his debtor
by calling upon him for the rent - or giving him for
rent - or actually receiving rent from him - the lessee
is discharged. Suppose this assignee - assigns over
the term to another. The lessee is as before liable by
priority of contract - and the last assignee is liable for
the enjoyment of it, but the first assignee is not liable at all.
Debt. Suppose lessee for any cause dies — the executor is liable for the rent still due on the priviety of contract.

Art. 8. But if the executor assign over the term — he is not liable either by an entire contract or the assignment alone &c. This is turning the lessee over for his rent to some one to whom he might have been unwilling to lease for his lessee, and he is liable to be defeated of his rent. Rent is incident to the reversion and goes with it — if the lessee sells the reversion, the lessee will go to the assignee. But suppose the lesse

sells the reversion and the lessee assigns his term — can the assignee have an action of debt against the assignee. I know of no reason why the judge who en principe he cannot — but yet it has been decided that the assignee can have his lessee remade against the lessee only — so if the lessee sells only the rent and not the reversion the assignee is of the rent may have his remade against the lessee.

The same is the case if the lessee be desired &c.

The action of Debt is the proper action to recover money of an officer or agent who has collected it for the principal — and this action will lie whether there had been an express contract between the principal and agent — that the agent or officer should deliver the moneys collected — or whether there had been only an implied contract. So that it is very far from
being true that the action of Debt will lie in every Contract where the contract is not express. This action is stated in this case and in another for recovering against the keeper of a jail or Sheriff for an escape — concurrent with the action of detainer. See law there was no remedy of a civil nature against the Sheriff or jailor for an escape — it was an offence punishable criminally only. The Statute afterwards gave to the creditor an action of account against the Sheriff — after this a Statute made the Marshal of the Prison in London liable in an action of debt — the courts extended this provision to all the prisons in the kingdom — and from this the Common Law grew up. This Statute was enacted long before the emigration to this country and of course extends to all the States in the Union.

If case is brought against a sheriff for an escape instead of the action of debt — it has been doubted whether the creditor can recover of the sheriff the debt as well as the damages — for if the sheriff at the debtor go, he was thought to be liable only for the damages — and the creditor may secure his debt by recapture. This doubt may be removed by referring to the true principles of the Common Law. Where a certain sum of money is recoverable in one form of action and another concurrent action may be brought for the
the same cause of action— the same sum shall be recovered in this or in that form of action. The form of action ought to make no difference in respect of the sum recovered. This point has been agitated in this state—and in a late case referred to—must be settled that in an action for the recovery of debt the judgment must not be less than the sum declared for. It has been said that the action of trespass on the case was authorized before that of recovery—but the contrary is true. The statute of limitations authorizes the action of debt 6 months being therefore that a case. It is a maxim not universally true but nearly so—that there is no injury without 1048 fraud reception in defense. It makes no difference whether the escape was voluntary on the part of the sheriff or not—for in either case he is equally liable. 1048 to show you recoverable in debt. In bond there is a material distinction between a bond made payable at several times and one where the conditions are that is shall be paid at several times with a penalty. Let the conditions in the contract avoid any of these things in a sheriff's case between a demand bond and a cost bond with 30 s. 299 cost conditions. In the former case no money can be advanced till the time for the last payment has passed.
Left of the subscribing witnesses are in Scotland or Ireland; other witnesses may be introduced. But the
sub. witnesses have never been dispensed with when in England except in one case where the testator
was sick. He was discharged with on the ground of his being out of the reach of process—If the sub.
not dead—sick—sick (or langued as the law terms it) in jail or out of the reach of process other testimony may be intro-
duced. This if the witness be out of the State he is deemed to be out of the
reach of process. A lunatic cannot testify. Or the subscribing witnesses have been produced & have
testified, then other testimony may be introduced.

Dr. but not before. There is perhaps one remarkable
case where the three subscribing witnesses to a will
having testified that the testator was insane—there were
contradicted by the whole neighborhood—& other
testimony was produced to prove that the testator was
of sound mind—& in process of time it was discover-
ed that the 3 sub. with had conspired themselves and
were convicted accordingly. If the sub. witnesses are
dead it must be proved that he is dead by such testimony
as the circumstances & the nature of the thing
will admit. It be proved that he was sick of the
yellow fever in Jamaica & that he had never been
heard from since then—thus connected with an ab-
ence of sometime—as 5 years or the like—so as to effect a
belief among his neighbours and friends that he continued
to be dead—that is sufficient and the court will presume
him to be dead. Testimony may then be introduced to
prove the handwriting of the subscribing witnesses. — But 2
in all cases if the instrument is not required to
have a subscribing witness to it—neither the subscribing
witness need to be produced nor proof of his death or handwri-
ting. If the subscribing witness had become in-
famous after signing, other evidence will be ad-
mitted.

The action of covenant is founded upon a written
agreement entered into by two between the par-
ties under their hands and seals. In order to make a
binding upon both parties it is not at all
necessary for both parties to sign it. The parties
by the instrument sign it by accepting and acting
under the instrument becomes thereby bound to all
intents and purposes as much as if he had signed.

In some words it is necessary to make a covenant
binding—it is sufficient if the intent of the parties
can be discovered upon the face of it. As is in law, rep.
Lessee binds himself to give the lessor quiet possession
as for time it is agreed that the lessee pay $1,000 and the
lessee and the lessee shall repair the walls—so it is binding on both.
The words of the covenant must clearly import
an agreement — upholding the lease covenants repeti-

tion. The lease is not by this bond to furnish the glass, — but where

the lessee is bound to furnish timber to make the repairs agreed on.

114 Where the covenant refers to some preceding instru-

ment upon which it is founded — here the words

of the covenant are to be limited by the words of

that instrument. If a married woman who by a for-

mer husband had children, is to divide

the estate

of these children left to each of these children except

140 a legacy — it shall be assumed that

the husband was adjudged not to be held to pay any

thing for it was precipitated upon the will and the will

was found to be otherwise. Where the instrument

declared upon is void and a covenant is contained

in said instrument — as if one give a deed of land

to another and the same land be claimed by a

3rd person — the deed is void — but is the covenant

that he is well stored of the premises void or is

the declaror liable on this covenant — is he liable on the

covenant wherein he declares himself to be well stored?
Covenants to perform impossibilities or those that contracts are rendered impossible by the act of God are null to be void. It is not true to the full extent of the rule, that when the thing covenanted to be performed becomes impossible the covenantor is therefore discharged. All the cases under this rule will be of this construction viz that where the covenantee in cases of inevitable accident would have been in no better situation had the covenant not been made—here the covenantor shall be discharged. As if one is arrested and another gives bonds that he appear in court at such a time and in the mean time the principal dies—here the plaintiff is in no worse condition than if the bond or covenant had not been given. Therefore the bail are discharged. Suppose one covenants to be in 2Bar Charleston with his vessel at a certain time to take on board a cargo of cotton, tobacco or the like out by reason of contrary winds or storms or hurricanes it is rendered impossible for him to be there at the day or perhaps to be there at all—here the covenantor is liable for all the damage occasioned to the cotton or tobacco by floods or tempests after the time he was bound to be there. It is a general rule that where a covenant is entered into to do what is lawful and that is afterwards rendered unlawful the covenantor is discharged & whatever consideration among had been paid
Covenants not to do what is lawful are not to be enforced. If the covenant or the parties are placed in status quo by the performance of a covenant in such a manner as to defeat the intention of the parties expressed in the covenant, it is a breach. As when lessors covenanted to leave upon the land all the trees growing at the time the lease began, and at his quitting the premises he fell the trees and leaves them prostrate on the ground. So where one covenanted to deliver to another all the grain thrown out of his threshing floor, for his cattle to eat, & hops were mixed with it so that the cattle would not eat it. In both these cases the covenant was held to be broken. Another case is also mentioned where the covenants were the law. If a man in the present state could not have taken place in this state, this is a case where one covenanted to deliver up to another a certain bond which he held against him by such a day, but the day had arrived he sent up the bond and then delivered it, it was held to be a breach of the covenant. It is the practice in England when one recovers upon a bond for the proroguedary to cancel the bond thus, and give it up to the party who sued upon it, but in this state the bond is kept in the files of the court so that the party could not get at it.
The technical terms used in the covenant the construction of them must follow the common usage - as if the words glass of wine or barrel of cider were used in the covenant - the liquor only without the glass or barrel is necessarily intended, but if the words thousand of liter of rum or malts - are used then it is imply understood that the cash or vessel pass with the liquor - - while covenants contained in instruments of conveyance - in our law we have 3 kinds 1 Warranty 2 " " of seisin - 3 a covenant of seisin if the seller was not actually seized of the premises sold he is immediately to answer for all damages in action upon the covenant. But a cov. of Warranty runs with the land - the covenantee cannot bring his action until the warranty till actually exists. Where one is sued on the warranty it is a common thing (the not necessary only as it saving expense) to bring in the warrantors to defend in the action. A voucher is a written notice or summons signed & issued by a magistrate to be served upon one or more of those who warranted the land to the present defendant in order that he or they who thus warranted the defendant may bring up all the evidence in support of the defendant's title which the nature of things would admit. All the advantage of a voucher is that if the defendant who is now sued...
Conclusion equitable by a claimant gets defeated the process will be shorter in recovering damages against the warrantors. I was engaged in an action by jury piece where the defendant in a similar action suffered severely for not coaxing in his warrantors this was a case where A sold land to B, to B to C and D.

D brought his action of ejectment against D and recovered. I then turned about to recover damages on the warranty for him but left his case to he then brought ejectment against E with the new evidence furnished by the action against D the warrantors can recover—here if I had in the first place reached in the warrantors my odds or E only E the grant would probably have been defeated. & C the defendant would have saved to himself the expenses of at least 2 suits.

The words joint land so do not imply a warranty

but only seizin. When there is a covenant of quiet

35 enjoyment (or warranty) this shall not be construed

18 to extend to indemnification against a tortious act

32 & 3 By a stranger—of trespass or ejectment where the

Covenantor or holder recovers in the action. The cov-

213 extends only to cases where there are local claims

14 But if the grantor himself commits trespass or of

400 ejectment it is a breach of the covenant. A covenant
to save harmaks is of the same nature as quiet enjoy-

ment—and it is no breach of the covenant if a B person
commit to baa or claim title or lines or

unless this person defaults to the grantee. Where there are 3 of the

264

covenants to repair as often the case in leases) and to

declare the repair it shall extend to whatever repairs or buildings shall be raised during the term provides the covenant be in general terms. When

a lesser covenants to make the necessary repairs it has been questioned whether the lessee may make the repairs and charge the expense to the lessor. The lessee is, it is true, liable upon the covenant - but in the mean time the lessee may suffer much inconvenience. Many chance to get prodigiously wet before repairs can be made by due course of time. Then it has been decided that the lessee may make the repairs and charge them incidental to the lessor. Later the lease is ended thus - unless the lesser had covenant the lessor to deduct the repairs from the rent.

Both covenants to which penalties are annexed in case of breach the obligee has his election either to bring an action of debt upon the penalty in which case he cannot resort to his remedy on the covenant because the penalty is a satisfaction for the whole. When an obligee waive his remedy on the penalty and proceed on the covenant and receive more or less than the penalty his action qualifies. Where the action is brought upon the penalty no more can be recovered.
This penalty may be charged down to actual damages in the case made up unless the penalty was in the nature of a specified damage. There is distinction to be observed between a penalty in terressem and a penalty in the nature of special damages - if less covenants to plough up a certain piece of meadow upon penalty of 1000£ - here it is in terressem, but if less covenanted not to plough the meadow upon penalty of 10£ an acre - here it is in the nature of special damages - so where one covenants not to marry any one except the plaintiff - but if he did he would pay 1000£ - this is the measure of quantum of damages.

As to covenants with respect to the time of performance. There are 3 kinds viz. mutual and independent - where what one covenants is not in consideration of what the other covenants, failure of performance on the part of the plaintiff is no defence in the action - it is no excuse for the defendant to allege breach of covenant on the part of the plaintiff & each party may sue & recover upon the covenant before he himself has performed his part. As if one covenant to lease a house in consideration of a sum of money to be received of the lessee - and the lessee covenants to give the lessee a sum of money...
in consideration of the lease to be made—& where the covenant is negative on one part, and affirmative on the other— as if one covenant not to resell a certain trade in consideration of 100£ per annum. 133
2. Where no obligation arises on one part till performance on the other part, where the duty of performance on one part depends upon prior performance on the other. 141 Where the obligations are dependent. There may be difficulties sometimes in finding out in which side is the prior condition & there seems to be some technical nicety in the books on this point. —1ST covenant with X to transfer after a certain before such — 2ND covenant in consideration of the premises to pay 40£ — a question arose in the meaning of the word premises where would it be what it referred— if it referred to stock 189 then clearly the stock would be transferred first— But 535 if the premises were meant to refer to the covenant so that it would read thus 1st covenant in consideration of covenant to perform then the transfer of stock would not be a condition precedent. — Tender only by the Plaintiff would be sufficient to entitle him to his action. If one covenant to convey land within six months and the other covenants in consideration of the land to be conveyed at the end of months to pay a certain sum of money, the condition is precedent on the payment thereof he is to pay the money. The instant covenants in which the conditions are attached
it appears on the face of the covenant that the performance on each part is to be executed at the same
time. Here the judge mentions the case of the shop
again—a shop was covenanted—say he—to be delivered in
consideration of 200l—by one party covenanted to
pay 200l in consideration of the shop. An action was
brought by the other party for breach of covenant in not deliver-
ing the shop—& the other brought an action for the
breach of covenant in not delivering the money. Both
actions were before the court at the same time. The
sustained neither of them for no right of action could
accrue in this covenant in favour of one party unless
under or actual performance on the part of the plaintiff.

Further as to the assignee of a lease I mention the law
as the judge on this subject. I know not that
it is of much use in this country at present—but as
the country grows more populous so leases will be
more frequent & the law will sooner or later be established.
This country is governed by its own rules & no frequent
in rules peculiar to it. How far it will be possible to
deviate from the common law rules on this subject
must be left for future discussion. Suppose the lease
contains with the lease to repair the house or build
a stone wall on the land head—or & built a stone-
wall on a piece of land not leased. By which one of these
covenants would the purpose of the lease be

The general rule in this question is as one which contracts is intended to reach all cases: this rule is that whatever the lessor, assignee or covenant to do concerning the premises and things in or on the same, shall bind the assignee, the not having an interest in the covenant. But if the word assignee is used, then the assignee is bound to do to the premises whatever the lessor covenant to do. But covenants to do or to do or concerning a thing not belonging to the premises do not benefit the premises; the assignee does not bind the assignee whether the word assignee is used or not. If the breach of a covenant is complete before the assignee comes into the possession of the premises—-the assignee can in no case be liable for such breach. The liability of an assignee arises from the principle of her enjoying the premises. Therefore one covenants to build down a barn and build another in the same place within seven years and the assignee does it and after seven years assigns it, the assignee is not liable. The assignee be assignee of the whole term in order to make him liable. There are some exceptions to this rule which the judge did not mention (see ibid.).—The the lessee assigns 441-36 his term and the lessor accepts rent from the assignee 452. Yes for the breach of an express covenant even after assignment the lessor is liable in an action of covenant breach. the in an action of debt he is not liable. 418-20, 34-35, 155
This is the case with the lessor, but the assignee is no more liable in an action of covenant than in an action of debt. If the lessor brings covenant and against the assignee, the assignee may plead assignment before the issue of action accrued for the assignee is only liable in covenant for a breach committed while in possession, not for a breach after assignment has assigned. All these cases are applicable only to real property, for the assignee of personal property are not liable at all to the lessor, if he may so be called. The lessor must look to his lessee only, as if a clock of sheep be assigned on the other hand the assignee of the lessee has his right of action on all covenants against the lessor for quiet enjoyment &c. which go with the premises. The same right of remedy descends to the heir—extends to all who come in by operation of law.

In the action of account, it is very much disuse in England and in this country. I have seen but one case says the judge within a century back, this is reported in Wilson. All the relief sought by this action is given by courts of chancery. In those of the States where courts of chancery are not in existence, the action of account is still used. This action it is said will not lie for a thing certain as 10£
As to what characters it may be brought for and against. 1st To his in favour of as ward against a guardian — calling him to an account for the property of the ward received to his use. 2nd To his against persons in the character of Bailiff or Receiver. By Bailiff is understood a servant that hath administration and charge of lands goods or chattels to make the best benefit for the owner — in a word where the nature of account doth lie for the profits which he hath raised or made — his reason — 1st capable charges expenses deducted. 2d Receiver is one who receive money and is to render an account of it but is not allowed any charges or expenses but what is agree on by the parties — and in this case the Plaintiff in to declare by whom he has he received it. 3d action of account will lie where there is no prior Bill of contract. But re-will this action for a remedy against any tortious act. It is not brought to recover damages but the declaration after stating that the defendant was Bailiff or Receiver should demand of him to render his reasonable account. And the first judgment is accordingly good compulst (that the defendant do account) in case this defendant makes it appear to the Court that he ought not to render an account then judgment is final against the Plaintiff with costs of the suit. The
Buried in reason the true intent of the act. Thus the contract is to be tried by the judge. But the defendant may plead in bar if he may show reasons why he ought not to account. He may plead in bar and there which shows he was once bailiff, but not now bailiff. If he has paid account or has settled all accounts, he may plead in bar if he has been discharged, or if he has settled all accounts. Whatever may be done, to the action shall never be discharged unless a good discharge before the auditors. If a case comes now to the auditors case the judge that it was never bailiff—nor can any matter which might have been shown to the court that you had been bailiff but not now—he shall come to the auditors suppose say he can take another, he has tortiously, if in an action of account for remedy judgment is rendered and confirmed, nothing can be shown to the auditors to prove that he took it tortiously, because this might have been pleaded to the action. This finishes the subject of contracts and the action thereon. So these actions shall hereafter in what is common to all civil actions say the judge viz. in audita quæreia. This is where the defendant after judgment renders against him can offer some matter to discharge himself from the proceeds of the execution, & if the defendant had
And it is paid up the sum & had omitted to endorse it upon the execution— or if the Plaintiff had given before a release in writing signed with his own hand writing, the officer cannot regard it—he'll say perhaps that it is forged or the like—in any such case there is no relief to be had except by an audita querela. The object of this writ is to be avoided from the execution. The writ itself is one signed and issued by the Chief judge of the county court upon application by the party and probable cause shown it is not a writ issued of course the magistrate must have a hearing—the parties are not summoned that probable cause may be shown but upon the representation of the one who takes out the writ. It is evident that the power of granting writs of audita querela ought not to be open to all justice of the peace—for it would in this case be liable to be abused and perverted. Why this power was committed to the chief judge of common pleas in this country is not to be ascertained from the books. I have looked in the English books and have found nothing to warrant the practice except a form of an audita querela which I saw in Fitzherbert's Natural History signed by one of the chief justices of the court of common pleas—and which satisfies me that this was the practice in England.
As to the object of the writ of audita querela, if the
lewed upon goods must return them; if he hath
where the body of the defendant be is to set him
free again. The party who stops the execution by
an audita querela is to give bonds with surety
to indemnity the other party for the delay so in
case the writ does not prevail. If the jury proceeds
the judgment writ gives as ample a remedy as
he who runs out the audita querela can have by
an action at common law for false imprisonment
attachment of goods or whatever grievance was
sustained by the execution after a legal discharge.

The writ of audita querela contains the substance of the com-
plaint, and a command for the party to appear before the
court at the next stated term. If the execution on the original
judgment be not levied the writ will be a supersedeas. If the party
appear in court the trial must go on the same as in any other
action. Where is the writ to be served upon the sheri-
iff who took the execution, or only upon the Plaintiff
who took out the execution? The execution is not
directed to one particular sheriff calling him by
name - nor does the magistrate who issues the aud-
ita querela know to which of the sheriffs the execution
was committed. A cannot with reason be left with
the sheriff to determine who is the writ, and to serve
And last of all, no one can be served with a
writ who is not named or identified in the writ.
Therefore it is to be presumed that the writ of scedite
querela is to be served upon the receiver only, and
what the sheriff does after the writ has been served
the receiver is answerable for. — Thus much
for scedite querela. — The next subject will be
Private wrongs.

End of Contracts
Appendix.

And it is true by the common law, that if the infant sell or lend a thing to the vendee or to the contrary, where he do not make manual delivery of the thing sold, he may consided the purchase as a void, as the contract void, but says Judge Beeve I know of no case in this state which receives this doctrine. It appears to me to be a distinction principle. Either the vendee is a true party in both cases or neither. I cannot conceive of any reason why a material deliver should make any difference, and I apprehend it would not be reasonable to consider him a true party. There is no necessity of considering the vendee a wrong doer to give the infant the full benefit of his privilege; it is enough for the infant to me when he has made it known that he supposed his contract otherwise might be improved by him in the purpose of vexation without any advantage to himself. I should suppose that if the infant had learnt that the vendee had sold the property to a landlord or credit, he might consider such contract as void. It appears the property whenever he could find it. (From Holmes's verbatim.)

A contract in money received is valid under no circumstances, is actually revoked by the infant, may at law be avoided, but such contract will be enforced in Equity. It seems the method in the different states in the different courts are ridiculous. For if it is reasonableness and good policy that such contracts should be enforced anywhere where can find no solid reason against such, then doing justice in any reasonably and useful in a principle to be observed that law is opposed to justice reason by it to unreasonable and so is able to be so observed? I know of no principle that will want the court of Equity to support. This disgraceful distinction has its origin.
depends in the narrow mode of thinking that has long prevailed in courts opposed with precedents formed in the
an other times, while courts of Equity freed from the shackles
imposed by precedents order judgment under the influence
of common sense. — [J. Rees, MSS. unlike.

Perhaps the subject of this is more the a right to be submitted into the question of b of the said by the chancellor but not under in form
It is the ease or the State only on power referred to is on the court of barbale

[3. Rees, MSS. note]
each 1. In case of a restoration made the creditor may retain
for the creditor. In the case of a certified copy of the
improvement it cannot sue the creditor, when he has paid the money to the
creditor, even if the creditor should return in an action a bond of the
outside and in the jurisdiction as they are not being illegal — [J. Rees, MSS. note]
The creditor is not obliged to return to the debtor, but the may retain the debt
or if he does the creditor may retain him. — [3. Rees,

obligation. Either of the creditor should in case of a certified copy will ipso
data as favorable to the parties as a exception. But a voluntary return of an
creditor in a voluntary case will put the parties in retaining him but will
not change the identity of the debtor. If a creditor regimen a debtor to make a new
one. Where the situation it is in one law it is in another law. For

When the debtor is no longer a creditor to retain him will the

[3. Rees, MSS. note]
presentation that the execution would not be suspended to seize until he was paid. But this reasoning, evidence is liable to be rebutted by showing that he received nothing. If the law had made it the duty of the creditor to imprison him, it might be said to be wrong but that is not the case. (Please check context)

into the exercise of remedies on some grounds, I adopt and there is no difficulty in the law as to appear upon proof of one upon execution being paid the action must be an action for damages against the party if not debt because before judgment there is no settlement of the demand. Ordinarily, it is the practice here in this State, as above, but not necessary to a great degree of liability is incurred, providing the public is not in need when the debt is needed the court is not returnable. Where it has originated from a decision of court or not do not know. In the judgment against the bill in such cases will recover the creditor in a manner of profit, the only charges in the collection is in such as - if he is a bankrupt it will be the whole debt.

The principle adopted by the courts when the county is sued in the reverse of this they give small claim suits if the claim was a bankruptcy, if he was not a bankrupt the that has caused that a claim can be maintained against the county. When the county is subjected instead of the claim for the insolvency of the debt. The State has provided that the pecuniary sunk the bankruptcy to the county court which is before the treasurer of the county to put the petition. The proceedings - how shall we preserve the whole law inside in this case if the creditors live out of the State. The Constitution has provided that one inhabitant of one State may sue in a habitant of another State in every controversy before the material local. The national legislature have directed that the laws of the several States shall govern theirJohnson in action

Now by the law that of this State no court can be used by the nation, councillors as a...
Whether deeds of goods or ships be made to
contractors (prospectors will have the same effect as to rendering contracts void) or
subject to the authorities being contradictory. I do not know of any reason why it should not
not be the law to be held in the consideration of a contract who

or warranty must be at the time of the sale or a previous con-
versation when no bargain was struck – or subsequent to the sale
but would such a previous warranty amount to a false affirm-
tion when he knew the property to be unsound

It is immaterial whether the representation was effected by words or actions
or a concealment of what which in good conscience ought to have been
disclosed

For one that when an ambiguous note is sued in a court of law the
defendants may be held to do file en plaxi in the nature of a bill in
chancery, viz. the contract is void. The reasoning is,

the lords of law before which the suit is are enabled to proceed to try the
question as a court of chancery or by the same rules as a court of common

by no other. And when this ground it is that in the late decisions con-
trary to long but unbounded practice the defendants to be
examined under the power here. If the case is determined in
favour of the defendant all the interest legal as well as curious is default-
ced. In case the defendant does not cure the remedy in the Borrower
must be in the English.
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