Lectures
on
Municipal Law.
by
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Quinti annorum lucubrations

Taken by A. Baldwin in 1810 & 1811

Volume 2nd
Devises.

A devise is a disposition of real property made by a man to take effect after his death. The right of devise existed among the Anglo-Saxons but was abolished at the introduction of the feudal law. The right however was preserved in some parts of Eng. by local custom or by privileges granted by the barons. More or less complete interests were not affected by the feudal system in this particular, being perannuell. A suspension of this right continued for many centuries between the reigns of Henry 2 and Henry 8. But the distinction was revived by the decline of use. This practice was checked by the statute of Uses 25 Hen 8 &c. which transfers the legal estate to the donee man &c. thereof execution there. But this Act 25 Hen 8. was not declared that all persons having a manor, a villein, or in possession, or co-annuitants in co-ress of manors, land, should have power to partition their lands, as their holders in chief had, the nobiles of these holders in so agree, for this Statute was explained by the 43. Hen 8, the seat of this statute being in co-annuitants, as all co-annuitants are in co-ress of manors or lands, are not co-annuitants in succession. Hence a statute as to the manner of making a will made by the Statute of Uses &c. by the Statute of Uses &c. The statute of Uses is similar to that of the Inquest except that it includes the privilege of jurat. We have also a statute similar to the statute respecting devises in the English statute of Uses &c. Hence the construction given to these statutes is generally correct.

A devise of dower, or of the tenants in dower, is an instrument in writing that is there. Statutes having prescribed no form of writing, an instrument rendering an estate in reversion or remainder or remainder interest of lands of the grantor to the grantee is required by 6. will amount to a devise, unless the devise.
and such intention is not contrary to the established rule of law, when the instrument is in the form of a deed, but only adversary as much as now. Rev. 40, 14, 12, 3.

So a will may in writing at different times, or different pieces of paper, which shall not be joined together, and they all constitute part and parcel to another. Thus it is by an instrument as described in a subsequent period in writing, to another. Here the instrument makes several partial directions of several parts of his estate, as he may do. In this case, where the instrument is not to be executed after the death of the testator, and is not, but particularly, in the testate, and not in the will of such a part of his estate. Rev. 40, 14, 12, 3, Rev. 31, 1, Rev. 1, 14, 3, Rev. 3, 1, Rev. 1, 14, 3.

Rev. 40, 1, Rev. 1, 14, 3, Rev. 31, 1, Rev. 1, 14, 3.

So also, he may make several parts of different estates in the same estate, of all parts of his estate, as the testator's spouse and his heir, and the same goods are divided to the testator. But, in his life, as a part to the son. But this is not so in another instrument, for this is a recitation of the entire. Rev. 1, 14, 3, Rev. 31, 1, Rev. 1, 14, 3.

So on the same instrument, a latter instrument may work by a will made in a former one, as it may diminish or amount to a condition to it. Rev. 1, 14, 3, Rev. 31, 1, Rev. 1, 14, 3.

A reference in a will to another instrument, as a deed, under that deed, is for the purpose of explaining the intention or part of the instrument, and all other matters preceding or containing it. Rev. 1, 14, 3, Rev. 31, 1, Rev. 1, 14, 3.

So, after a will and an instrument is made as published, the testament may take place in an instrument, explaining or enlarging the disposition, or some made, to the testament, the estate to the testament, or a will, and an instrument, or containing or extending the disposition. Rev. 1, 14, 3, Rev. 31, 1, Rev. 1, 14, 3.

But a will a will, as is of nothing can be in another instrument is not a will. Rev. 1, 14, 3.

In the execution of the will of the testator, the testator had to see that every part was stated in writing. But the judge took the word written in its written instrument. Rev. 1, 14, 3.
Devises

indeed each interest is including real and personal estate, keeping the devises intact. Indeed, if any devise is not made or authorized, the devisee, having the legacy falling upon any devisees of instruments of the devisee not written in his lifetime, is not made to his


[Handwritten text continues, discussing the nature and execution of devises and the implications of non-written instruments.]
Devises

An estate on active use is not derivable under the statute. For, as an estate for life is a personal estate, an estate for a term of years is an estate for a term of years, and so on. For example, an estate in tail of a reversionary interest for life, the remainderman cannot devise the remainder for his lifetime. 

2 Ch. 198.

An estate for an estate is not derivable under the statute. For, as an estate for a term of years is a personal estate, an estate for a term of years is an estate for a term of years, and so on. For example, an estate in tail of a reversionary interest for life, the remainderman cannot devise the remainder for his lifetime. 

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2 Ch. 198.
meeting which would have been good as a devise under the
state, shall now bury or of the voluntary transfers in the
state of freedom and always. Hence under the state this is a
doctrine according to the state. May lay in another to a
coverture made it a part of the state. The requirement,
required to is not this month, 34 of 1 by 3 property to
prove the state changes in land with the location of
by another requirement that this could thus appear. This
begging will lead the land. Page. 19. 12 2 c. 3. 23. 12

Of any lands or tenements of the subject matter of the convey-
sing by the company of a chattel or chattel, they were	extended to be a bequest of a chattel interest. Page. 11 12 16.

I trust of an inheritance made under a power of use
will not be renewed according to the state 1st. If an es-
te with conveyed to A the deed as or B shall appear by
will. Page. 13 12 70 2 30 12 15 5.

A trust of an inheritance is within the state and be seen
last by an instrument made according to it. 3 4 12 2 3.
By will is not such a will as is made for the support of
lands. It is argument made that a trust must be ren-
over to another succession, to as much can appear as an appoint-
by 1st to another the succession intended to be present
by the state would come. Page. 12 3 39.

And if a legacy is more originally out of land, the will
conveying the charge must be made according to the
state. Such a charge, or in effect, a deposit as a part
of the lands 4 2 3 different from the instrument
intended to be so. Page. 11 2 3. 26 5. 25.

Pains arising out of lands one within the succession
of the state. Page. 13.

So a will giving an execution thereto to sell lands must
be made according to the state. For this is nominally
possessing of lands, or what is the same thing as
others to do it. 2. 12. 179.

The conveyance of lands extends to all lands transac-
tionable within the state of mills by itself, by the
state of freedom or by any custom.
So declaring to the worlde this is my last will in sufficienct Page 72.

2. A publication may be inwards, in these the name of the attestation was in the testament handwriting in the same respect sealed and delievered in presence of 2 or 3 or more.

But the publication must be in the presence of 2 or more it seems at least this is baine necessary in a publicatation. Fow. 663. barn B. 766.

Of the witnesses Subscriptions.

It is required that if the will is written on 3 sheets of paper 5 witnesses subscribe each piece of paper his name thereto if the sheets are written in one hand, the sealing subscription where they 3 or to be sufficient. Fow. 2830. 2. Barn. 1778. 1. Do. 5. 65. Item 4. 46. 1. Re 1. 63. ban. 37. B. 3. Mod 260.

Page 652.

In the presence of the testament the will, and a distance to "witness the same" 2. B. 797.

If the witnesses subscribe within view, of the testament is enough. By the word "view" is meant visible view, for if the testament might being seen the witnesses subscribe the subscription as in his presence, so where he beheld into a gallery thro a glass door, so in this sense is the end and clode the subscription is good. 1. 2. 3. 6 63. barn 81.

1. Epy ra 14. 6 1. Sar 47. 1. Barn 1774. ban. 27. 1. Item 37. 2. 755.

But the subscription the in a contiguous apartment is not good unless the testament might been near it. 1. 12.
Devises.

[Text continues with heresy, law, and possibly legal arguments or discussions, but the content is not legible.]

By your main witnesses: under the witness, it has been determined that if a witness be a, b, c, d, e, f, and a second by g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z, and the s. is not present, a further witness, w, x, y, z, will not make at 9:00. [Further text is not legible.]
If the parties intend to be bound by the English law:
1. The signatories, by signing the instrument, are bound by the law of the place where it is executed. If the instrument is not signed, the provision as to signing is not to apply, and it must be signed. Poss. 13.
2. A person signing the instrument, or by some other person in his presence, by being expressly enjoined. Poss. 13.
3. A person signing the instrument, or by some other person in his presence, by being required. Poss. 13.
4. A person signing the instrument, or by some other person in his presence, by being required. Poss. 13.

In the absence of signing:
It has been decided that making a mark to signify within the instrument by the signatory, or by being expressed, or being required. Poss. 13.

The latter name to be the latter reason, as the former

facilitates the proving of wills.

But the name of the testator written by himself, every

part of the instrument is considered as signed. If it appears

that it was not so intended, Poss. 13, Law. 19.

But if it appears that the name written in the body of the instrument was not intended as a signature, and not

specified as such, or of them, was not clearly inten-
tion to sign formally, if that intention was expressed

then when the person, his will being in such respect

signed, the signature has to be made in his testament to sign the

third time undertaking an attempt to sign twice or

five of papers of facts in the same way. Poss. 13, Law. 19.

If a person signs in this case lies on him who appo-
ses the 0. The presumption of fact is, (as to the signing of the

instrument) is that the name written in the body of the instrument was not intended to be a signature. Poss. 13.

A person signing the instrument is declared by the testa-

tor in his testament to be his will, the relation

de being more obvious to be well executed, the will

should commence his name at the bottom of the will.

the note continued to be the 0. In case of doubt in this

case, the court may decide whether the will

was signed or not required it as dangerous.
The general object of this case is to prevent the frauds consequent on the mere execution of a deed. 1. P. 113. 82.

The question here to assert 3 things 1. The sanity of the testator.
2. The act of signing.
3. The act of publication.

1. The act of signing includes not only the physical act of writing the testator's name, but also the requisite power or capacity of making a legal and effectual writing. 1. P. 113. 82. 2. P. 113. 82.

It must be known. The will must be written in the testator's own hand and signed by him. 1. B. 26. 25.

But the act of publishing is not conclusive as to the testator's sanity. 1. P. 113. 82.


But the testator's act of signing the will is conclusive of the act of signing. 1. P. 113. 82.

At law, however, that a written declaration in the hand writing of the testator that his name was written by another is not sufficient evidence to a party to the act of signing as an implied acknowledgment. 1. P. 113. 82.

By the publication of a will in open and public act, it is conclusively proved, that the instrument is his will. 1. B. 26. 1. B. 26. 1. B. 26. 1. B. 26.
of the original it is intended to give away to the whole.

Prov. 6:5, 11, vi. 24.

But when there is a will in codicil on the same piece of paper, the question whether the subscription belongs to the will or is part of the codicil is determined by going. Prov. 6:5.

For to the question whether a subsequent writing is a codicil or a distinct part of the original, it seems that if the subsequent part relates to personally and by execution according to the same circumstances furnishing presumptive evidence that it was not intended as a codicil, Prov. 7:1, 11a. 5:24.

It is met surprising that the original should subject six co-owners to another division at the present time. 2 c. 1779, 9, vi. 299, vi. 5, 184, 187, 185, 187, 189, 1811.

But it seems in doubt on the above part is sufficient to prove that all regarded it in the testamentary sense, and that all present proof cannot be thus made N of proving the handwriting of the alteration be proved. In such case proof can be had that the other rights in the testamentary sense are all now present together, 31, 10, 11, 1, 17, 104, 3, 19, 32.

Prov. 7:10, 20, 11, vi. 11, 11, vi. 17, 3, 70, 30.

Herein thinks that if the will is divided in the codicil that was made, and an instrument until the codicil is executed, it will be valid. Prov. 25:2, 3, 23, 5, 28, 6, 19.

The ground of the decision is this, that the subscription of the codicil must identify the will of the codicil as written on the same piece of paper to good. 1, 11, 254.

But the subscription is not in the same sheet. And the word and writing to be meaningless, for the signature of the writing is now enquired into if it means either that it is unnecessary for the party is implied in the word signature. Prov. 139, 1, 11, 11, 11, 11.
Devises

It has been said that a wife is not such a wife if the real reason is as to his cause of marriage is no marriage, yet it is very evident, 1334. 116, 117.

D. May 5. 10. 12. 277.

This rule extends to automatic marriages generally. Such as a good wife, is to the other. See in the next riding, and is said by various mores in the exchequer, that they refer to an exchequer plenary, the riding was not, by a certain of the next. 1254. 116.

If the marriage, the intestate's will at the time of intestation is not, to testify at the time of intestation, can the be established. But if it is well founded, it was held that it could not by itself be that the marriage must be established at the time of intestation. The marriage must have always been. The last will and testament of the intestate was submitted in the case above referred to; this case was carried to the exchequer chamber—there was a difference of opinion. In the case of A. B. 115, 116, 120. 116.

The question has been decided directly in favour of a to under such circumstances, the intestate, and all intestate of the intestate's will. And the intestate died before the time of intestation. The intestate's will was alleged by D. B. 116, 117, 118. 120.

The case of D. B. 116, 117, 118. 120. The intestate's will is in point to the same substance, the intestate's will was alleged. The intestate died before the time of intestation. The intestate's will was alleged by D. B. 116, 117, 118. 120.

It is mentioned whether the D. B. 116, 117, 118. 120. It is said of intestate, so that he might take so to the sit.
Decease.

It is without a doubt. It is not for anything sold.


The state of being declared to be a simple and sure part of the affair, that if, to the contrary, it is not valid, then it is that he is a confirmed witness.

That it is declared to be as a state 129. 133. 5. Bae. 416.

It is a general principle is the fact that a witness who is not an interested witness is not bound to conflict. But it is objected in this case that there is a temptation to void all the laws of all states, but the same objection may be made in many cases at 5. 6. 8. Bae. 423. Bae. 119.

A negative witness is a good witness as the script says: his testimony is as his own witness. 135. 3. Bae. 621

In vacuo, having a hundred witnesses, even the tiniest is a member to know the truth and solemnity.

Tint. 134. 5. Bae 417.

To a negative who is a surmising seek to is complete with the knowledge that the small stands in reality as if he has the same legal by the witness 107. 12. 7. which he is a witness. 135. 5. Bae 323.

It seems that a testamentary disposition of real estate may be good on the latter the object to the former for want of due attention. 119. 128. 8.

The rule in Eng. is that all persons who may convey, who are not disqualified at b. d. or by the enacting words of the Stat. of Wills may devise. 

By the words "all persons" in the stat. 92. Hen. 1. one means natural persons as distinguished from civil or ecclesiastic persons. For under the said conflagration all may devise. 

"Deese." Between the time of the law of Henry 1st a man could devise. The statute says all persons may devise. By this was meant that all persons who could devise could duly might devise real. 

As to natural persons, there are 4 points distinguished between the stat. 92. Hen. 1. to wit: minority, lunacy,inity of mind, and insanity of them all. 

C. 142. 139. 6. 142. 1. 

According to the construction of the stat. 92. of these persons who could not convey land before the stat. 92. are under the stat. 92. before the stat. 92. could devise land which was devisable at b. d. can devise land. You cannot it all. 

In certain cases of Eng. infants may devise by certain. The age is completed and the surviving wife preserving the story of the infant's birth. 

C. 140. 4. 45. 101. 1. 142. 1. 146. 1. 1. 1. 

2. An idiot is one who has no understanding from the time of his birth. But a person is not an idiot if he has any discernment of reason, nor if he can tell his age. 

C. 140. 4. 93. 146. 145. 147. 1. 

A person deaf dumb or blind cannot devise, for he is debarred of a mind as wanting their senses which furnish the mind with ideas. 

C. 146. 60. 1. 147. 1. 148. 1. 

3. A person of sound mind and reason, this not an idiot and devises by these words are ancient insanity, as devision generally. 

C. 145. 2. 1. 527. 146. 147. 1.
It is not sufficient that the husband may remember common events: he must have a disposing memory that he must understand sufficient to make a reasonable position of his own. [Prov. 14:6. Jer. 17:2. Num. 26]

What is a man or disposing memory in to be determined by the rules of 6. L. Prov. 14:6. 6. Prov. 21:

4. A sense cannot but derive in large, her act upon herself, to be done by reason, she wants from will.

And it has been known that, a custom for a woman, to divorce was not good. [Prov. 13:3. Prov. 15:11.]

It has been reckoned in this that a man cannot have his mind and his mind to his husband, for she is at 6. L. Devise repartition in a reasonable, except so far as this thing might really be affected by the disposition of the wife. [1. Ex. 17:5, 13:6. 2. Ex. 15:5.]

On occasion the court devise personally with her but with her content. This will it is in relation to what highly belonging to the H. by Mann., as which he has a right to continue.


There seems to be nothing but in the condition of circumstances, so far. Must as much as devising what is disposable prevent the H.'s rights, and so influence. The way in law diverse are partly by state but own him she would declare them to be of his making where he is entitled to it. [Ex. 30:2. 5. Ex. 493.

But if the H. is bound for life the H. may devise for she in these cases may act as such. [Prov. 13:1. 6. Ex. 10:4.

But in Div. there are ways in which a man or land may sustain an interest in a right of devising or retaining. This may be done by either of 1. law or mode of succession.
1. "By way of Trust." As if a woman having made a will leaving all her goods to her son in law, in my life and during my life after my decease, to trustees in trust for the use of her son after my decease, so if the husband or wife, or the children of such person, die without issue, the said trustees shall by any writing appoint. As by her will a fraud declaration of the trust is required in equity. This is called a gift with a saving in the lifetime of the donee. Bow 163. 2. Ver. 612.

2. "By way of hose over a use." As if a woman having made a will leaving all her goods in trust, due to such person as she shall by any writing appoint. As by making the appointment in writing, Bow 163. 9. Sib. 704. Bow 162.

So now it is supposed in lot of b. i. e. by the power of use, not so much from an express trust, but an implied trust, by virtue of the trust, so if the limitations in the instrument of appointment that are contained in the original instrument, or deed enabling the transfer, the disposition is considered as taking place when the event or condition to which the nomination of the appointee does not to take place until the expiration of the tenant. The deed of limitation is considered as the deed of limitation. So if appointed by J. must in that case be executed according to the style of tenant. Bow 169.
16

But if the pren count is an infant she must execute in her own estate. For descent in various of infants generally, 168. 9. 4th. 77. 1. 1st. 238. Rec. 152. 50. 2. 4th. 69. 710. 4. 5.

4. 6th. 77. 1. 1st. 238. Rec. 152. 50. 2. 4th. 69. 710. 4. 5.

4. 6th. 77. 1. 1st. 238. Rec. 152. 50. 2. 4th. 69. 710. 4. 5.

4. 6th. 77. 1. 1st. 238. Rec. 152. 50. 2. 4th. 69. 710. 4. 5.
There are some affinities opposed to this theory. In leases with power of renewal it is sometimes done after purchase. The purchaser may renew. This is only a chattel. It is a gift of a thing, not of the thing itself, as the appointment of a person to the real estate. 

So in the case of a mortgage that is in the name of the surety and the mortgagee, the mortgagee has the power of renewal. The mortgagee has the power to renew. But in other cases, the mortgagee is bound to make the surety whole in the event of the default of the mortgagee. 

The same rule obtains in the case of a lease, where the landlord and the tenant renew. The tenant, having interest in the renewal, must have the power to renew. The tenant has the power to renew. But in the event of the default of the tenant, the landlord is entitled to possession.

But if the renewal is made, the landlord is entitled to possess the premises. The tenant has the power to renew. But in the event of the default of the tenant, the landlord is entitled to the possession.
Upon the same principle a & t by a Montague of debt? and other goods and land skill met lost the estate of divided there after Arusha purchased by him. Nov 202 3 ch. Rep 12.

In case minor by the 2 or is not necessary amount of is sufficient, the minor having an equal and being sold in the bare state. So in respect by that, weight of power is equivalent for most purposes to actual power.

who is by a minor having an equitable claim to land i.e. a claim to them in eqy, pray in eqy, avise them, an executor agreement of the will to B, before the conveyance B bears them & see it is by good for the reason which has always been acted applies. Nov 203 4 2 ch. 245 3. 30 0. 38 9. 26 1. 16 631 1. Nov 596.

In the minor is a trustee for the vendor, you a bill by the latter, the 2 or would bring a specific performance. Nov 204.

This is not treated as a 2 of a future estate, the law belongs to the minor from the agreement in eqy but the law will not take any 2 made before the extent my agreement is invalid with. Nov 212 2. 249 229.

No further situation in eqy. - to accordance of the 2.

The minor is a trustee for the vendor, you a bill by the latter, the 2 or would bring a specific performance. Nov 204.

This is not treated as a 2 of a future estate, the law belongs to the minor from the agreement in eqy but the law will not take any 2 made before the extent my agreement is invalid with. Nov 212 2. 249 229.

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This is not treated as a 2 of a future estate, the law belongs to the minor from the agreement in eqy but the law will not take any 2 made before the extent my agreement is invalid with. Nov 212 2. 249 229.

As made a will by agreement with him at
Devise

A. The devisee fulfill's not his agreement. They must compel him to do it by the law; or avoid the will. For the devisee must obtain his goods, but the devisee must perform the devise in perfecting the subject of his devise. 1. Book 223, Art. 21.

Of things Disable.

In Every State the subject matter, not worth than a person's estate is Disable. The words of the estate, or inheritance, being declared by the 22, Book 20, 20. 362. 3: 7.

The words of an estate being general, "laid upon estate" include also estates. "for another use." Of which two estates are Disable by 6. 7. as times for years. Book 2. Book 20. 362. 3: 4.

And 10. 4. 5. 6. to the subject matter—all lands not Disable by statute are more than their estates. All lands known to the subject matter, not the tenant's estate, "All estates" are not Disable—"all lands" and "i.e. if the tenant has a disable interest in them. 1. Book 223.

Segments of inheritances not valuable cannot be Disable under this state. As personal goods have, ways.

The words of the state the are of annual value, ways, then are not Disable—they are no estate, but cannot only. Book 223. Book 20. 362. 3: 4. 22. 10. 20. 81.

Tennants are disableable being valuable—but must be disable under the state, then the tenant has a disable interest in them. Book 223. Book 26. Book 26. 3: 6. 610.

An annuity in fee is disableable in different years a rent, in this, that is a yearly rent, changed on the death of the grantor. Book 223. 3: 11. 140.

2. What estate is disable under this state, or what interest must the devisee possess in the devise?

There are several estates in lands, called estates in per...
Descendants.

1. Simple, absolute, 2. determinable, 3. Reversed 4. Conditional. Since the last is denoted, a personal conditional is confided to first residuants, as an annuity descendent. Per 25, 26.

Seymour's 2, 8, 10, 11, 12, 13; 8, 14.

All these are severable by statute, and, respectively absolute, or determinable, or conditional. If an annuity be in the nature of a tail, it is distinct from an estate tail.

So, to those in the nature of a tail, may be in the nature of a seisin, or seisin not. As to the former, there has been no certainty of ownership, any estate so described. Seym. 26. 8, 14.

It is not in the nature of a seisin, or in the nature of the remainder. 3. Sections 2, 14, 11, 14. 8, 14.

These intestate are all except the last determinable. If a remainder, the remainder absolute that the seisin, is not, i.e., an estate in the nature of a tail. 8, 14.

As to 9. Rev. 26. 8, 14.

A seisin absolute when an estate tail is severable under the estate, then 10, 60, 81. Rev. 8, 14, 11, 14.

As to 26. Rev. 26. 8, 14, 11, 14, 12, 14.

A seisin remainder when an estate will is severable under the estate, then 3, 60, 81. Rev. 8, 14, 11, 14.

As to 10. Rev. 26, 8, 14, 11, 14, 12, 14.

As to 9. Rev. 26, 8, 14, 11, 14, 12, 14.
Devises

In 254. 1 be 17. or 117. 166. 1

This begins to be an impossible form upon a lease or
purchase. Thus it is to be considered to be sold. 117.
3. in the 17th. century, when it was considered as
important to prevent the lasting effects of
fraud, that the rule is in operations. All the cases
related by way of example would be with regard to
 devise or the coneyance of so called. 17. 14. 16. 18.
Dec 11. 16th. 16. 10. 286.

To a tenant in serf more: He is in possession by
purchase or purchase, in this case the devise may end immediately
upon the death of the tenant. The remainder then occurs in
consequence of the use of the... 12. 240. 6th. at

So the tenant in no case having interest for
life or in reversion, may preserve any estate out of
the estate remaining on him, that is the residue
from all the whole you are to understand the latter
to take effect upon the expiration of the former.
Dec 24th. 16th. 1st. 16th. 24th. 18th. 16th. 16th.
Dec 29th. 16th. 16th.

And also limitation of the reversion estate
remaining in the lessee may be either by
way of devise, remainder or by devise of the
remainder — Nov. 24th.

So in term for years of land, may be created
by heir at law. "under a term for years" or created out of
land, the term at common law." 16th. 16th. 16th. 16th.
Dec 24th. 16th. 16th. 16th.
Devises

Estates created by devises may be either absolute or conditional. Thus to A for life, generally or to A for life, paying a certain rent to the heir. estates in conditions may be either precedent or subsequent. — 2 T. & J. 263. 126. 374.

There are technical rules to distinguish these two species of conditions. Every condition is to be construed as precedent or subsequent according to the apparent intent of the devisee. 16 T. & J. 253.

But no condition removing the qualification of the devisee is valid in its nature precedent, for example, to devise it to B on service with the army or for a military convention. — 2 T. & J. 267. 11 T. & J. 373.

But as devisee is not his mere assignee, condition made within three months after the devisee's death, he enforces a release of all demands to B in subsequent as present interest passes. 24 R. 420. 165.

Estates created by devises may be either legal or equitable. — A devise of land where the devisee has the legal estate only is called the estate of use of then to A a devisee of a legal estate for the to the remainder to use, if baronage the legal estate of A. — 24 R. 420. 165.

But a devise of a use, before the child of age or an equitable interest, i.e. A devise of a use, if baronage is said to be taken in trust, then the legal estate is vested.
in one in trust for another - 238. 143.

No one is entitled to land in trust if there be no use being limited upon it, and be assumed to be to the use of any other than the donee, for this would be contrary to the instrument after the face of it. 4 to 4.

But if a use is limited it will enure to the use of the donee we use. 271. 3ment. 912. 1. Moore 127. 1. Lew. 153.

Ref. 1. 2. 3. 4.

In lands or tenements if there be, in the case of a person only the use of the fee is in the owner himself 173. Ref. 3.

2. If no equitable estate may be found thus the rule of a trust where such was as you not executed by the

Act and called trusts. 280. 2. Ex. 6. 18. 389. 5. Mod. 63.

As to the origin of trusts see 2. 39 38. 209. 2. 283. 3. 3. 7.

The difference between a legue & a trust is, that the former carries the legal estate while the latter does not.

Ref. 189.

For the difference between a trusts executed for use see 189. 4. 189. 5.

1. When the trustees are directed to in an instrument creating the trust, to execute a conumon of the legal estate

This executory.

2. When no further power is directed to execute the

That the executory trust does not vest the estate

You to still an equitable interest. 286. 1. 1. 6. 31.

A trustee, from the common use of the legal estate is equally

May use as one in the other.

As trusts must, that all trusts are in their nature

Onus. 287. 1. 1. 58. 2. 65. 209. 393.

One man does not and can only a determinable interest as an undivided

Such interest. Herein that A shall have the ordinary divinity

Of land or tenements such a 3 however gives the use

On by the power of managing the estate as the pleases, to

Have it at will, not to sell, put, loan, give, buy, or to have no intrest. 266. 73. 2. 89. 6. 209. 8. 678. 764. 351.
Devises

A devise, if his final duty is incompleting, his lands to B. to sell the payment of his debts, all the residue of the real estate to B. if the final is insufficient B. takes the residue immediately, bank. 8th May 1833.

actions are need on hand one or 2 kind. i. made 2 bouncing
with an interest. Prov. 292. Law 693.

Parsons were exposed at 6. 0 before the 29th of 6th, except we know, Maryland was our bond. 293.

A note for by a loan act so I all of the interest is de
vived, as in the example above. Deed 46. 0 East. 113. Page 292.

To by 113. 0. Bond. 393. 0. 0. 0. 392. Moore 773.

In these are the personal causes to the heir till the rate
1 East 583. 1. 113. 296.

And a sum of such cause by the personal employer bond
10 when the interest in accordance to sell is declared to
the cause the personal pays no interest, nor the act no money.
Prov. 293. 10. Kill 446.

such act. must be strictly enforced if the execution of the
former must then pass in a strange but to the personal
itself. Prov. 294. 2. 0. 291. 2. East 376. 1. 0. 120. low 297.
1. 162. 240. 1. 113. 176.

So the act is strictly must not transferable. If there
are 2, they in the other act nor it. So the both an extra
they take not as extra but as trustee. Prov. 294. 10. 173.
1. 217.

Of course the person in the last case don't propose to the act
of the estate so of the it is that this can not be made by the
extra if the remaining is to appear a total 1 in, they can
Diveses

To a man owns the land, without naming a person to do it - the same the proper persons if they are to distribute the proceeds of the sale, as re payment to the debt. 2 1

But if the master has no concern with the purchase of the sale, then if the money is not sufficient in his hands, the land must be sold.

But in the last case but 1 the remaining estate may sell alone, for they take as executors - upon the same principle it seems that in the case of the estate might sell. 2 1

If the persons then empowered to sell refuses to do it, then none whose have put the sale may proceed, may either compel him. 2 1

If the persons appointed should in charge it necessary supply a trustee. 2 1

A part of lands to an estate or to 2 to sell in a daily away coupled with an interest. 2 1

So it remain the profits of his lands, to 2 to sell his son in 21 to exercise here - the only of A is coupled with an interest. 2 1

In this case the D owes not the heir shall have the estate, until the expiration of the tenure. If the D should in his subsequentates must hold it during the time limited, how in his estate during the time. 2 1

Both estate of the D we might consider till the expiration of the time, the the object of all should in succession.
Thus of the case shall be by process. 21. The rule is otherwise and
unremitting under R. 9. 10. 6. 2. 1. 9. 82. O. 1. 12. 10.

Under a limitation of an estate to such children of
A. as shall be alive at the death of
A. a new estate or extinguished estate is created in the
children in the place of the former ACT. 1928. 4. 817.
1. 1. 84 9. 1. 8. 18.

A person to appoint by will is not entitled to a more
revenue, Trust, with power
to dispose to either of his own devise all his estate to
his
son B after the payment of debts. Trust estate grant
purs. 7, 185. 1. 1. 16. 1. 6. 176. 1. 8. 87. 2. 1. 1. 9. 10.

An appointment by will is no execution of a power
to appoint by will R. 9. 1. 12. 1. 9. 260.

1. 8. 87 in these words, it is true my order to A to sell is a
trust, not a trust, and to be sold by A is a naked
trust. 1. 9. 9. 82. 1. 6. 9. 12. 4. 4. 2. 4. 26.

In the mere deemed to the conveyance to B is a conveyance, if he don't accept
which may not be by B, may be done by B,
the grantee, all funds not encumbered by any
which may be taken by B, may be known by B,
the grantee, all funds not encumbered by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.

The statute of limitations are not abolished by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.

The statute of limitations are not abolished by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.

In the 9. 1. 1. 9. 1. 9. 2. 4.

The statute of limitations are not abolished by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.

The statute of limitations are not abolished by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.

The statute of limitations are not abolished by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.

The statute of limitations are not abolished by any
which may be taken by B, under the 9. 1. 1. 9. 1. 9. 2. 4.
An illegitimate child must be a freeman until he has acquired a name by publication. This act is to the same effect as the law giving the infant to the state, and making him a freeman. But a child is a freeman, having acquired a name, when he has been acknowledged by the mother of the bastard, or when the same was taken in his name. 1 Sam. 17:14. 2 Sam. 10:14. 1 Mace. 15:1. 2 Part. 53.

If a Z is made to the bastard or to the legitimate shall include the illegitimate. If such a Z is made by the mother of the bastard, it makes the same with her son.


As to natural persons not in life as children in continuance of their title, at the 3rd age of birth:

Distinctive names formerly taken between 3 persons and 3 to an infant in continuance of a title was not necessary. The latter was a birthright until the 3rd age, when the particular estate was determined. The estate was known when the particular estate was taken. Rev. 39:0. Moore 961. Part. 223.

But now by Stat. 10 V. 11, 43, if an estate is limited to 1, with a court-appointed to his unborn son, a posthumous child shall take of the same in his father's lifetime. Dwyer. Whether the testator excludes 10. 2 Read. 109, 2 Read. 89, 5 Do. 912.

Daly 827.

Therefore has been taken between a Z to a freeman as in life, in reversion of a future, if in reversion of future, in the latter case to the will of the same, may take. Thus to an unknown son when it shall be known. Rev. 922. 1 Read. 157. 1 Rev. 194. 2 Part. 229. 1 Read. 1093 2 Read. 123. Rev. 729, 5. 7. Rev. 50.
The latter is good by way of example of the fruits of desire to the heir at the same time. 1. Ballb 697. Boc. 112. Boc. 862.

The last distinction does not conduce, but remains unblurred. As to infants, in vulgar a woman 1. Ballb 230. 2. Boc. 61. Boc. 80. 2. Boc. 52. in bro. Boc. 50.

So much a 3. to such children as shall have lived at his death, a [illegible] sooner or later 1. Ballb 128. Boc. 241. 2. Pro. 23, 2. 1. Bb. 176.


The objection to the infants, taking up such a case is, that he has no capacity to take and hold the 6. to take of all the fruits he must be made to inherit, till he is such 1. to take at all. 1. Bb. 563. 2. Wilb. 92. 2. Boc. 725. 2. Boc. 426. 2. Boc. 176.

But why, since the objection is the same, 7. to any title in the case of an uncertain child to the fruits he can get with a certainty to the heir in both cases, till the subject is certain. The heir is not accounted for, nor the intermediate person. 2. Mod. 1. Ballb 601. 2. Wilb. 522. 3. Wilb. 522. 8. 1. Wilb. 18.

At any rate if there can be such a case it is to be in the disarming an instance that the title is too vague of the fruits of incapacity to take immediately, he shall take for a picture 9. His title to the uncertain child of a woman 298. 1. Boc. 135. 2. Wilb. 135. 1. Boc. 135. 3. Wilb. 92. 2. Ballb 229.

And according to the many cases of doubt 10. in uncertain things, what authority does afford much an instance because it implies a direction to take effect at its limit.
Devised

As to a 2 to an infant in ventur a meree with woman
her son or B. Cul. 50. Mccn. 45. 09. 52. Wm. 53.

CIVIL HUMANAS may be de as Estor or other Thoro it
the effect of it is good. So also civil humans the nut in is of
if the intent is clean as to the ratio of of a into B. 33. 55.

But this humans arc not such civil humans as can take
in that character B. Cul. 33. 55. 09.

Every tree must be designated properly on be can take
the designation made either by writing or mentioning
him. If the his name may be missate still is his suf-

ficiently designated by description he may take the no
505. 55. 09.

This requires to be taken with qualification evidence may
under certain instructions be introduced to explain the ambiguity. Hab. 32. 50. 55. 09.

The description the not strictly applicable may be that
being good by reputation thus to of the ram of B. He
was a bastard but the reputation of B. Cul. 33. 01. 55.

But this must case holds in an as a bastard born after
at no more for he must be incapable if at all of taking at the
time of his birth but he can a claim the reputation of be-
ing the child of any one but by continence of time. From
the birth of such a child in potestio sine patiente. T. R. 32.
Cul. 33. 01. Cul. 50. 55. 55. 01. 55. 09. 55. 09. 55. 09. 55. 09. 55. 09.

Since about to the natural children of I. in ventur a meree Cul. 33. 01. 55.

530.
Devises

A woman may take a devise of the description of the goods
of the deceased to be hers if the devise is not legally to.

Case 240. 4 to 73.

But men, in contradistinction, by an equitable or executory
commission. Thus under a life estate of the land or
devise may take the interest of the remainder
with a son. So a woman, this devise in a devise would take
to the vestryman of an estate annuity. Case 940. 73. 93. 317
Moore 105. 4 92.

The word child or children is a sufficient description
to a life estate. Afterward, to his children, this
child or children take a life estate in remainder, described her
remainder. Case 945. 6. 60. 17. Moore 232.

The word children is generally used as describable
persons, in which case the person described take
as purchasers. As if an estate is devised to A's
children, he then becoming children, he and they take as
purchasers, a joint estate. Case 945. 6. 60. 12. 18. 19.

But if a at the time a thing has no child children
is a law of escheat, i.e., the children take a share
that part take in remainder as purchasers. Because
there are no persons remainder, if the part to be
a personal estate as purchasers, for they are not persons. A share as estate.
6 to 17; Case 583; Case 309.
14. 84. Bl. 356. 1. 8th. 219. 1. Kent. 227; 4. 08. 291.

A daughter may take under the description of preference
warrants of the dower of them is no man. So in the case
an other daughter's without any answer. Case 312. 60. 10. 16.
Sale 11. 903. 4. Bl. 10. 702. 1. 7th. 10. 211.

A devisee of a devise may be general or special,
the former means a deviser or person whose
happens to assume the devisees title. Case 346.
I General. As if I were to enter into a tail of words, of which the next last word of the last line was to be the last word of the last line of the next last word of the next last line, it would seem to me that I am not in such a position to understand it. Case 336. Sec. 3. Cap. 337.

And so is made to the point of the head of the small beam; if he were, small, that is, that has collected from the whole blood. Case 351. Sec. 2. Cap. 3. Art. 70. 71.

If so is made to the next of the name of the last line of the small beam, it would seem that small or small would take place. Case 357. Sec. 6. Cap. 32. Sec. 60. 81.

So a small may be accounted by the second small of the beam which is not the small beam, but that seen by the next small, or by the second small of the next small, or by the second small of the next small, and so forth. Case 360. Sec. 6. Cap. 37.

And if a particular estate be another in the hand, with the mind, of the name which would seem to mean more than of those only who have any the description at the time of the death of the last line. Case 6. Art. 209. Sec. 70. 293. Sec. 297. 298.

So the name, the next last line of the small beam, in a good description, but in the case of the last line or more, the small beam, which includes all relations of that degree, in the last line, as the last line. This is his brother, his brother, his brother. In the same way, if he has any more relation, the last line, it takes the meaning of most relations, human, that falls within the description. Case 69. 209. 70. 293. Sec. 297. 298. Case 69. 209. 70. 293. Sec. 297. 298.
Devises

If a devisee is by his own act put in possession of the estate of the devisee, he is entitled to the same under the statute of limitations, provided that he has a legal right to the possession.

If a devisee is put in possession by another, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a third party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a fourth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a fifth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a sixth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a seventh party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by an eighth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a ninth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a tenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by an eleventh party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twelfth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a thirteenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a fourteenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a fifteenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a sixteenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a seventeenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by an eighteenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a nineteenth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twentieth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twenty-first party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twenty-second party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twenty-third party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twenty-fourth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.

If a devisee is put in possession by a twenty-fifth party, he is entitled to the same as if he were the devisee, provided that he has a legal right to the possession.
When the remainder is after an intestate limitation, the devisee takes an estate for life, and the remainder, the personal estate. 

230.

In words like, if one in such cases construed a word of limitation not as certain, i.e., to ascertain the quantity of interest given to the first. It is just to designate the personal who are to take after him,

Remain's way.

When a previous freehold is limited to the ancestor, the second heir is as appropriate a descendent, as any. But as the manner of the first heir, and with the abolition of feudal tenure, &c., it would be, however, as, far as possible, to narrow the rule. It must always equal the intention, page 359.

Any heir may therefore, at this day, take a remainder, a purchase, or any other description as of heir. If the remainder purchase is limited by the remainder, to his ancestor, if it is

flown from the doctrine of remainder, as a descendent, he is not entitled to any remainder. 

Page 352. 6th Rev. 5th. 7th. 5th. 3rd. 5th. 4th. 5th. 5th.

Thus to A’s free estate, and remain to his heir, simply as a. So to B the same way, and to his descendants, a. A takes his life, and

So to B’s free estate, and his descendants. A takes his life, and

Such in its most proper sense is a descendent personality, but it has been generally construed as a word of limitation, except when the intention to use it in its most proper sense has been made manifest. 

Page 360. 6th Rev. 5th. 4th. 5th. 4th. 5th.
Descent,


But if of the death be uncertain or uncertain in

sufficient that a person not his own natural relation

to take by the description of a particular heir; such person

will take. And if any other who is by virtue of his own

or of B, will take the he is not heir general. Prov. 9:7.

1 Kin. 8:5, 20:13, 20:47, 465, 1 Knt. 9:72.

Thus is contained his at present, noted it as a general end

of construction in all questions answering, whether:

the intention of the testator shall remain, if consistent

with the rules of 1. 2 Ki. 12:3, Deut. 27:3.

But there has been much doubt whether an estate

given to 1, remainder to the heir male or female (as

the words being words of description) it must be making

that the finder to take, i.e. by purchase, should be him

as well as male an female.

And the question is the same if the estate is limited to the heir

male of the body of a stranger: then is the heir personal of

the body of A, will the daughter take he leaving a son?

It means the will not. Prov. 9:7, 20:19, 20:47, 465, 1 Knt. 27:3.


A distinction exists between the if the case above, three persons

without more does heir general, but heir personal of

body, sire estate, his female given, whether being general or

not, 6o. 1 Knt. 27:3, 20:47, 60, 19:7, 60:95.

If person in no more uncertain the description of heir

may take under words imparting to constitute in him

therefore that my W. shall be made heir to my

estate. So of a new stranger, here the word heir does

not originate the i.e., but the intestate which dies

take, i.e. will a free. Prov. 9:7, 20:13, 20:47, 465, 1 Knt. 27:3.

Moore 565.
But of the description in itself, I must merely observe that if in good faith to the description, and certainty in the words and such thing as the intention of the person, obtaining such chance to be the heir of, i.e. a person having such chance to be the heir of, which this is uncertain to be the heir of.

Now, a d. may effect the taking effect.

As may follow or arise therefrom about the form or from something extrinsic, which is uncertain.

As the 1st kind is any uncertain or certainty in the words and such thing as the intention of the person, obtaining such chance to be the heir of, which this is uncertain to be the heir of. But if any uncertain or certainty in the words and such thing as the intention of the person, obtaining such chance to be the heir of, which this is uncertain to be the heir of.
If any of them is any uncertainly or iniquity which shall be found by you or the uncertainty continue, if the hearer shall be privileged or extraneous evidence will be given the judge. Uncertainty on the same as the I may be either as to the subject matter or thing found, the greater of interest in unamend as the person demand as 1 e. e. x. 419.

1st. As to the subject matter, you have paid a very kind to the duty of a house with the appurtenances, canons or other lands than is my name, common or other land; if the house is the subject matter is not found, unless it appears that the second name intended to be used as a mere nominal

2nd. As to the quantity of interest. This I assure my honor to the interest of my own, if any of my honor be before the appointment of the excess, the interest shall be equally divided. What is to be divided of the amount in the term for 5 years? 1 e. e. 412. 511. 1 e. e. 692. 754. 756.

3rd. To the person personal, if the person as such are to be divided, the house in the same 5 years. 1 e. e. 420. 250. 2 e. e. 625. 812.

No partial evidence is admissible in either case.

But a total sum cannot be paid but from necessity to be divided of probable 1 e. e. 358. 10. 356. 705.

4th. To the person personal, if the person as such are to be divided, the house in the same 5 years. 1 e. e. 420. 250. 2 e. e. 625. 812.

If any uncertain or extraneous, the person of the law is undue absolutely uncertain from extraneous defects the law is void 1 e. e. 425.
Devises.

If from extrinsic facts it is absolutely uncertain what land is meant. Thus by reason of B, the Das having 2 of that name. But if the Das name of my master of B the Das named they shall Prov. 52. 59. 38. See Macc. 100.

Here for further evidence is admissible to explain any legal thing, unless it he justly noticed, 2 Pet. 2. 20. Act. 374. 15

So may fail of effect, some various other causes. Thus, because the testament's intention is contrary to the meaning of B, as to Assembly of it, without help, to B. 1 Sam. 6. 109. 266. Genesis as to the example of B. 1 Sam. 174. 2 Sam. 112.

So if on the death of the intestate, the testament's intention is not followed, the deed void in toto 1 Sam. 596. Macc. 146.

But if that last which is annexed to the deed's intention can be referred from that which is contrary to it, the former is quitated, the latter void. As is the testament, direction absolute, if the summons annuls a condition – the condition only is void. 1 Pet. 2. 4. Jon. 144.

So may fail of in operation, it regards without effect, but without would take place without it. Thus if Simon 12th to his eldest son our next heir 1 Sam. 432. 176. 261. 0ab. 191. 2. 42. 57. Paul. 257. 299. 191. 3. 2. 481. 31. 1. 31. 2. 397. 7. 4. 193. 1. 30. 1. 197. 9. 26. 31. 32. May 12. 9. 8. 38. 1. Sam. 49. 9. 1. 40. 3. 5. 12.

As to what acts may break the law 22nd sect. see 60. 59. 12. 9. 1. 93. 3. Sam. 457. 9. 8. 14.

This is a general rule that if Devises to his heir, the same estate is the same quantum of interest in the subject part of land, as he would have taken by descent – the descendent shall in his descent have sty functions. 1 Sam. 437. 5.

De-May 744.

The reason of this rule is that the land may not biternished of the fruits of the tenure 1 Sam. 438.
2 that the deceased, may not be disinherited, and as they should have taken the land in accordance with 25-54, and 54; Lev. 26:5, 2. 40:339. Lev. 45:13, 49. 42. 1.

Thus reasoning, have both cases, but the rule is of course in favor of affecting the course of descent, if intestacy the

If. 1. cases, to his heir by way of remainder, what would come to him as a remainder? All the case is within the

If. 4, 5 of his life remainder to 1. If 5. being the life next heir.

Rev. 52. 1. 46:30. 2. Ray. 507. 4. Lev. w. 29.

So a day of an estate for life only to the heir, if we

further division of the subject matter made in

vise, for he has all the interest which he would have taken had there been a 0. If the full interest which

cscribed, merge the estate for life. Rev. 531. 1. 2. 26.

Charging debt, as mortises on an estate devised to the

heir, does not enable heirs to take by purchase, the quan-
tity of interest is not attains the estate is only remainder-
ted. 2. Ray 533, 1. 46:30. 5. 45:45. 6. 25:1. 7, 12

But it has been said that if the change on the land

is by way of condition, the heir to whom it is devised takes


The warranty of warranty is in the distinction. 2454, 5. 46:30. 3. 9.

The warranty of warranty is in the distinction. 2454, 5. 46:15, 24, 12.

If then a it is made which falls within the general rule to the heir, who at the 1. goes out is a daughter of the descent of

a posthumous son will take away her title. Rev. 53.

An alteration by 5. at the time of the heir's receiving

the estate, does not transfer it to take by purchase, the qua
Devises.

So in the last case if the tenant bears away all his estate to stay the daughter, she loses the whole by the purchase, as if the tenant sold half to the other party, she commences with him of the other half, if she desires to be engaged, 441. 1 Cor. 1:17, Salk. 157. b. 72. 1. Ser. 231. 2. Lev. 134. 1. Loren 113.

And they may therefore the general principle be good in point, I said in part as to certain things, this instant we presume an half of Blackmore to Providence, the other half to his heir or tail, so in your case to the summer in good as to the winter. 2. Cor. 1:1. 5. Ray 812.

A death is a death by the death of the deceased the testament. As if for his heirs of our the testament runs the term of a vast late, if this is the case none the less is unpublished after his death.


Whenever a death who fail of effect take in reviving the testament of it, the business may either be marked in point, the business is taken wherein the deceased actually refers to accept the &. In an implied recognition among persons same act of the same person which be informed that he does not accept. 2. Cor. 1:1.

In a general sense in equity that if a tenant has any claim new claim upon the thing disputed, not demand of the tenant to the other party, whereby the tenants accept the claim, he requires the tenant. Thus Blackmore is joined to a stranger white new to B., if B. elects Blackmore under settlement
Devises

Second hand Whitmore under the d. 1 Cor. 449, 5 r. 1688, 1923. 1776.

The doctrine of mortgage revenue is founded on the idea of an irrevocable assignment or device, so that the devisee does not rest upon the disposition which the devisee has made. 1 Cor. 449, 6, 5. 1776. 1, Nov. 15, 671.

But in order successfully to give effect to the will, that thing devised be of the same nature as of equal value to that to which the devisee has a claim independently of this devise. 1 Cor. 450, 1, Nov. 238, 426.

The result can only result in securing the devisee to make his election. 1 Cor. 450, 4, 1776. 2, Nov. 17.

But if the devisee is not a mere volunteer, the devisee does not apply. Thus if I assign part of my estate to the devisee as a devisee, to a Jonathan, and in which case has a higher title than the devisee, the devisee may not be held to the devisee. 1 Cor. 454, 603. 2, Nov. 13, 24, 1776. 517, 637.

As to lands to which I have a higher claim than I have title, is answerable to be assigned under an instrument not a devisee in such a manner as to pay taxes. To legislate and devise to legislate both title and legacy. Thus the devisee in this case shall apply to the devisee, the devisee has not only the devisee to the devisee, but that there is no in 1 Cor. 485, 2, 1, 228, 370.

But still there is an irrevocable devisee or devisee that a devisee, donating the devisee shall not affect my devisee, but the devisee, and the devisee that there is an irrevocable devisee answerable to the devisee. 1 Cor. 460, 1, Nov. 12.

If the devisee owns a thing to sue, it is satisfactory in respect of a particular thing, so far as shall not exceed the devisee something which is the devisee may apply under the devisee agreement to a final disposal. The devisee begins as a devisee in satisfaction of the devisee parties. To devise that devisee, she may
Deeds

claim both the land & the legacy. (Law 66. 6. V. 30.)

And in all cases to allege the 3-w. to exist as above it
must be fairly proved that the 3-w. is taking with
intents was to defeat the 3-a. intentions. Thus the
satisfaction arising from blackseal was to be
accordingly given by which are the usual: authority of.
The deed proved for any claming together with such a
6-w. may claim the same settlement the 3-d. sunder
as his. A new practice the 3-d. sunder
as his. A new practice.

And may, in this provision in
his intentions, which ever the subject & the 3-w. is accomplished
as when the 3-a. is not to sue judicially
any compensation, before the death of another person
that there is the course, the 3-a. shall not have the
benefit of the 3-d. (Law 1. 13. 35. 1. 14. 35.)

So 3-a. may, in part of its effect or consequence of
his intentions, which ever the subject of the 3-w. is accomplished
as when the 3-a. is not to sue judicially
any compensation, before the death of another person
that there is the course, the 3-a. shall not have the
benefit of the 3-d. (Law 1. 13. 35. 1. 14. 35.)

Before the statute, describing the giving up an action,
the 3-a. may. (Law 1. 13. 35. 1. 14. 35.)
But matters of not the subject of an argument, it is not probable that a jury of view would not be allowed to.

The case of 4.4.9. 8. 60. 13.

As a general rule, that the helpless declarant may be made an evidence, to establish the evidence of a wrong done, in 8. 10. 8. 2. 11. 10. 13. 11. 3. 7. 9. 2. 3.

The testamentary declarations may apply to the 8. 9. 10. 7. 6.

1st. A to the command of the 8. 9. 10. 7. 6.

So, of Roman, to his 8. 9. 10. 7. 6.

So when a 8. 9. 10. 7. 6.

So on a 8. 9. 10. 7. 6.
Devises.

2nd to the person of the 2d. The testament declar-
tions are not admitted as to matter of construction
on t. As a 3d to 4t, who are laying the testament.
I had evidence was not admitted the testament declarations
that 5 should take. As an 6th to be what
of the 7th I would have had, had he lived, there is no

So when the testament was made, I summoned.
Demanded
Ina. I was not answerable to so much of the

But as to what are called matters of fact, i.e.,
hind ambiguity, you are not answerable to explain
them, if the matter decided stands within the word of

The rule is the same as to t. 1. consequence, but to not
attain for a post to export the words. Pro. 4:23. 4:17. 18.

Then if I come to the sum of the having twenty of that
name, handb is answerable to show which of the 2 was
employed, for the evidence stands with the words.
The ambiguity is latent. If the declaration of the
testament was instance can be proved that plain
1. N. 2:1. 4:12.

So handb has been admitted to beg, who than an in-
strument was intended as a deed on 8. 6:1. 11. 1. N. 509.
1711. Psa. 480. 16.

So of a d is made to of them being put into such
of that name, evidence is answerable to know that the
testament did not know the other. Psa. 11. 1. 11. 12.
1. 4:16. 2. 11. 185.

If the is secondarily named, should if he is subject
of discretion, he may be found by handb in the words
Devises

In deeds it is to be otherwise. P. 534. Bac. N. B. 107. 20.
10. 60. 27.

As in a deed by five children the sounding 6. 4. by 3. 2. 2 by 5. that the 5 by 5 was intended. The word was in the deed alien. In this case the word 5. Bac. 216. Esc. 593.

And in the deed of a he having several says said in this case is unsoundable. The ambiguity is habitual a matter of legal consideration. P. 838. 30. 10. 60. 185.
9. Qk. Rep. 43. 2.0m. 60. 40.

If the name used by the one to the other. It may be known by finding that the name was written by mistake 6. 10. 67. P. 498. 10. 60. 185.

When can any other proof be applied in such case?

So where the testator gave the person a name which was not known have it not admitted to show that the testator knew such a person to call the by that name till his death. 2. An. 240. Esc. 499.

And where it was to the heirs of A aor the county of B.
If A was in the county of B then was admitted to as certain the premises. Esc. 499. 2. Cy. 2c. 416.

But if the person wrongly named was not at all intended to be admitted to ascertain the premises then it was admitted. 2. Bac. 217. Esc. 500.

The evidence may suffice would not stand with the word. P. 498. Esc. 499. It is known that the intention was the mistake. Esc. 521. 3.

If words of reciprocal intent are not found then is admitted to apply the affection of others. This is done.
so much for the burden of giving an explanation or construction of words not understood as an interpretation of words on terms not perfectly understood. Cap. 310. 80.
pg. 387. Page 309. c. 56. 198.

In a decision, when evidence is inadmissible to show that the debt could not be collected so that a judgment cannot take
so when a de is to the debt warrant relating, parol was
was used to show that he knew certain figures, inquir
the defense, but no further -- her declarations
are not knowable. Cap. 391. 8. 1. Nev. 231.

but in these cases evidence may not be admitted to give
words a new, which they will not hear on the face of the
instrument. Thus the word can is construed sometimes to
mean guardian, but not if there is a man living but
if it appears from the d that the word was intended
mean a man only, no parol is permitted to show that
was meant to apply to guardian. See in the same
instrument there is a legacy to guardian. Cap. 618. Deed 50.

on appeal, it must be admitted to supply anything not written.
This is 8 of 2002, to the parties is not admitted to show
513.

so when the tenant pays the rent, to have all his full
rest given to the estate. Yet upon this mistake, evidence
of the mistake is inadmissible. Cap. 523. 8. Min. 186. 69.
Text 418.

If of L. Es. have also admitted, sworn or extrinsic facts
to explain seeming inconsistency, as to the quantity
of mental damage, i.e., when the fraud arises from the word.
Cap. 502. 524.
Devises

1st Proof of testamentary circumstances has been submitted to ascertain the quantity of interest the subject of the

willed being equinoval. As aforesaid, the testamentary will failed to fix the testamentary trust; Equinoval is

acquainted with the cases to know that the proper party was not entitled to hay thing that three-fourths of the

trustee for one year or less. Law 284.298.


In now submitted that estate carrying a life interest limited


D. 542. J. Dec. 00.

To whom the quantum was upon equinoval words

whether a legacy of the testamentary estate took it absolute

as for life only? She being the testamentary, the evidence was

admitted. Prove that it was not sufficient to support

her, unless she had the principal in stock. Law 555.}

2nd Proof has been admitted in the same manner as in

the value of the party demand. Thereat is it as is to testa-

mentary party, the amount is 3 184 & because & out of the

lands proof may be admitted to show that the man or

ends the amount thereof, to show that a full was intend.


Now regularity of deed land changed with a great run to be

made, carrying a fee of cunm each run. unnecessary.


4th Proof or dealing little to the condition of the testator's

family, to ascertain the application of a town which

may be account of limitation or a purchase. There is it as to

his children at his issue, how may be admitted to the

fact of his children at the time of the test if he does not


Evidence is admissible as to the state of the testator's duty to ascertain the meaning of words used therein, even when such words are used in their general sense, and it will be admissible to show that the testator had a construct which is given in the will. Thus, in the case of S. v. P., it was held that the testator, in a will made in favor of his son, had, by the will, intended to give to his son a life interest in the property, and that it was the intention of the testator that his son should have the property on his father's death. In re S., 14 A. 2d 129, 130. It was held that the testator, in making the bequest, intended that the property should be held in trust for the benefit of his son, and that the property should pass to his son on his father's death. In re S., 14 A. 2d 129, 130.

So where the testator, in setting forth his estate to his executors, had therein named two executors, and where the property was held in trust for the benefit of his son, it was held that the testator intended that the property should pass to his son on his father's death. In re S., 14 A. 2d 129, 130.

But proof of the testator's intention is admissible to show that the testator had a construct which is given in the will. In re S., 14 A. 2d 129, 130. It was held that the testator, in making the bequest, intended that the property should pass to his son on his father's death. In re S., 14 A. 2d 129, 130.
that when from the same up of the day,. I am am
scarcely which is in the legal construction arising
from it, had no evidence, and no to admit or control
the proper which is in result to establish thisatter
ch of law is shown to an extant the payment of debt
the money in order to be the extra to be ensure,
the extra to be his trustee. In this case, entire is a
for the testament declaration, to show that he unless
the extra should have the same money. 2. 266, 226, 126, 126

So when the testator made a loan of 200 to A.
each. The allowance he made directly his extra to pay the
extra to a piece 290 290 each, and under was admitted to show both num-
extra to be given 266. 126. 126. 126.

So when the testator gave considerable liquor to his extra from
which the inquest in fancy was, that he was not to have
the window, evidence was admitted of the testament declara-
tion, that he should have it. 2. 266. 29. 1. 26. 29. 1. 26.

And evidence has been admitted to show that it was in-
tended as a performance of a friendly agreement, then
an agreement by means, and that the extra should have
100 a year, and is admissible to show that there
a performance of the agreement. 2. 266. 1. 26. 29.

And is admissible in all cases to amount found.
A where I found his real estate to the extra, I admitted
to change the estate with an amount derived to it, from
the extra money to pay it, had been admitted. 2. 266.
1. 266.
Devises

A man gave his duty to his children, and committed the same to them. If a man committed the name of a son to him, it may be shown that by accident his name was left out. 1 P.W. 614.

In an estate given to A if he die without issue at the time it goes to him as an estate tail—If he take his goods to his children together, how should they be divided to show the estate unity? Their execution. 6 P. W. 89.

Revocations

Wills are not revocable until the testator's death. If the testator is not in a will, he may be considered under a general will. 15 I. 4. Bun. 2512.

Revocations must be considered under 2 general wills. 15 I.
they stood at b. b. before the state of France, &c. as they now stand under that state. Rev. 542. 113.

Revocation at 6. 7. of a kind of warranty, or
such revocation might be in either writing or verbal.

1. By writing, as by a general or subsequent writing,

2. Or by anything in writing, as the promise or treaty,

3. Or by anything in writing, as a warrant or

4. Or by anything in writing, as a warrant or

5. Or by anything in writing, as a warrant or

6. Or by anything in writing, as a warrant or

7. Or by anything in writing, as a warrant or

8. Or by anything in writing, as a warrant or

9. Or by anything in writing, as a warrant or

10. Or by anything in writing, as a warrant or

11. Or by anything in writing, as a warrant or

12. Or by anything in writing, as a warrant or

13. Or by anything in writing, as a warrant or

14. Or by anything in writing, as a warrant or

15. Or by anything in writing, as a warrant or

So word or indication of an intention to revoke at some future

and do not make a revocation at 6. 7. Thus "we will

shall not stand" or "we will alter it." Rev. 543. 126. 79.

The same holds when the state is in case of a number which

enfranchised in writing it renewed. East 606. 590.

Revocations at 6. 7. may be implied. An implied

revocation is by some declaration or act, sufficiently

to show that the tatorial intent to renew must be

changed. This is a revocation in 6. Thus if having been

sold to a stranger, he says "having been shall be my heir"

Rev. 528. 351. 1. 1. 2. 2. 2. 2.

The acts of the Don amounting to a revocation in 6.

may be in writing as in Rev. 528. 351. 1.

1. By writing, or if having made another act contrary to

2. To the act in writing, the not enfranchised in writing it, in 6. a

Devises.

Surely that... another tract of the 6
to 8. And all... into the... a special leg... for him the latter makes, the former.

2. 

But a subsequent... and have... consider with it... the... a prior... that a latter... the former... to a

D... subject another as it may concern the... 


And this is esteemed that the... in different ways, the 1st yet that is not esteemed in subject that different consists, the 1st is not... 


So also a caduceus... with the... word as a meditation. 

341. 2. 342. 1. Nov. 33.

Distinctive is taken or to the effect of moving by a... if by a subsequent... that a caduceus... of a will... not in it, nature intended an instrument of suggestion, does not make that necessarily is the... 

Then a day comes to a trust... case, is a... in the same... the same. The trust is not... 2. November 20. 31. such that a subsequent... implying the disposition made... in a former one is a total... . There is not... 

Devises

1st. If a man shall devise an estate in a manner of fact, which requires the nature to make the devise void, by false pretenses, or fraud, and it is found after his death not to exist, the devise is not void. 2nd. Where a devise to a stranger by another instrument, making that devise, and desires the land to be if it is done, desires the land to be of it in almighty, it will take. P. 546.

But according to P. 546, a false devise may not on the first but is the consequent of an instrument the testator knew. As actual devises are in many cases of it, in the example he has given. He seems to mean by a devise, nothing more than an instrument to make void, to matter of fact. P. 546.

If a man is never, by subsequent, on the principle that the latter is inconsistent with the former, the intended revocation as well as the instrument creating it is revocable until it is revoked before death, then by a revocation of the latter, the former stands. P. 546.

P. 549. 4. P. 550.


2nd. A fact amounting to an invalid revocation may be by matter in fact. 1st. By an actual alteration in the circumstances of the devise or by an actual alteration in the estate itself. P. 554. 555. 556.

1st. No alteration in the circumstances of the devise or alteration of the nature of the devise or the nature of the estate, has an effect to be void.
Devise

Devise of a person can be made (for the New Testament sake). Pau. 554. 6, Rom. 2111, 2182, 1, Th. 140, 1, Th. 1904, Dom 95.

But an allegation of circumstances is an actual one. P. 22. Deum under particular circumstances. 1, Heb 1913, Sal. 291 3, 7, 1, 2, 613.

So to the child born is furthermore. 5, 1, 26, 42.

The reason of the rule is generally, so to be that, from such a cause of circumstances, the testator is presumed to have changed his mind as to the designation of his study.

1, Pau. 1135, Deu. 2291, Dom 1, Pau. 855.

Now any undue reason or cause is admitted to be that, his will in such a cause of circumstances, the testator is presumed to have changed his mind as to the designation of his study. 2, Pau. 1135, Deu. 2291, Dom 1, Pau. 855.

So when the testator devised his estate to his son, the same afterwards remain, if give or only a legacy to a brother in such a cause was held not to be a nullification.

A subsequent devise only or a subsequent death of a child only is not sufficient to nullify it.

But between minor this is the like reason—so in case of a subsequent devise of a part human child, the is removed the new alien man and known to the testator of circumstances as the cause of the creation of his death. Now about him should afterwards happen there would be no nullification 1, Sub. 265.

Yet his will can not be influenced in the former case in the latter it ought—without legal effect
Devises

in a new intention to make it without any actual
vacation. 2. Part 5.1.

What then is the principle? According to B. human
law is best understood to carry out the idea
of making it that the testator does not intend
that it shall take effect if such a legal change
should occur in his condition—this principle
approved of by 120 Elizanaght. Among note this
idea resembles the edict of a., C. L. 93. 3. 2. Part 5.1.

But there has been no case decided, in which a case
have been brought in a vacation, except when the
disposition has been as the testator's whole estate
by it occurs that if the testator's wife child who be
legally provided for either by the title of the land
situated in part the purpose of the law of
writing and security from the same X as the
testator condition is not amended. 1. R. S. 69. 3. 2. Part 5.1
1. C. L. 93. Douc. 93.

If a married man will not assume a form made
within the pale of the courts, and under it he leaves
his children. 2. Part 5.3. Douc. 93.

But if a firm will have no form of a manner to an
English form, but this is clearly outwardly certain
counsel so that it will be奉行 that line of the
sense of a will and that it must be worked so con-
form to the testator's wishes. X. If a woman,
during lifetime can do another 1. chd. 521. 1. Bac. 211.
4. B. S. 61. 3. 6. 61.

But if the wife remains the 6th's income again, she
join according to the will survivor of current. Plowd. 93.
5. R. 1. 1212. 15. 52.
But an alteration in the final capacity of the tenant
the court, to render him incapable of disposing of
vowing the tenant's estate, worth a renovating force
until his change he has no power of new kingly them.
Even, it is the same reason apply to the case of st. p. 565. 606. 606.

Secretly, an act in doing amounting to an unjustifi
earth, may erit in an actual or pretended alt.
the tenant, the tenant's dir. 665. 592.

1st If an alteration actually made. In these cases the rev
ocation is in consequence of a statute and int. a.
the intention of the tenant is not regarded to be hamp.

2d If the tenant. 1st If. 665. 606.

The tenant, as an instance reported to be in this, that
as the 2nd must ensue, at the death of the 3rd, the
the estate devolves, so the estate must remain in the same ca.
the consequent to it must be considered as if the ten.
any alteration in the events in which the event and ca
nunciation of the 2nd, which takes it in a different light
mark as an example. P. 565. 606. 606. 606.

Such alteration of the estate may be by the act of the
the 2nd, by the act of a stranger or by alteration of the. P. 666.

1st By the act of the 2nd. And of land demised a tenant,
will revoke, the 2: 60 of the tenant, having an
an absolute estate in land, alters the legal intensity
retaining the tenure as a tenant an equitable estate.
Devises

this makes a favour of the hands wherein it is a

rewarded loan. make a purchase of them to a

slave to the use of himself in for, the is servile

and the estate by a man limited to use a man

purchase. 1. Book 11. 7. 1. 64. 22. 3. 1. 1.

in 1. 64. 22. 3. 1. 64. 22. 3. 1. 64. 22. 3. 1.

1. Mr. ax. 4. 1. 6. 1. 7. 4. 1. 6. 1. 7. 4.

So if I have a more land, conveying it in for I can take a

conveyance of the same land. Now 1. Book 11. 6. 1. 64. 22. 3.

1. 25. 1. 25.

The rule is the same 12 12 the conveyance is the same, in

which case the actual reason of phrase is at changed.

Now 25. 1. 64. 1. Book 11. 25.

So when I having several lands made a memorandum

1. 64. 22. 3. 1. 64. 22. 3. 1. 64. 22. 3. 1.

So a conveyance of land to the use of the tenant. Now 25. 1.

22. 3. 11. 6. 1. 22. 3. 11. 6. 1. 22. 3. 11. 6.

The preceding rule affects as well to equitable as to legal

estates. If the Mortgagor bearing deemed the equity of

tenant conveying it in land for himself the devisees. Now 22.

2. Book 11. 22. 3. 6. 1. 22. 3. 6. 1. 22. 3. 6.


An allotment in the estate devise, the before it was not

necesarily land by the change necessary, for the 5. 6.

when a tenant in suit bearing affairs conveying to 5. 6.

the function of having a security sufficient the use of

himself in use; the conveyance sufficient but the devisees.

1. 64. 22. 3. 11. 6. 1. 22. 3. 11. 6. 1. 22. 3. 11.

So if a man conveys to buy a few to the use of such

furnaces he shall remain in his will is made his will

thereafter his fees, in this event of his covenant, his

will is reversed.
The rule is the same that the alienation is to be for the purpose ofgranting effect to the purpose of granting effect to the purpose of

A transfer of a lease for years is revoked by a subsequent

But leases for years being chattel interests may not be

If the remain and remain is not removed by the remain

And where the conveyance deprives the inequitable

There was formerly notice that in devises, land, in the

This may revestments to convey to strangers, and be no

But now it is the custom to convey an vested agreement to convey

an agreement will not only be a renewal of the covenant to hold a right to a specific property. (Page 535, 61.)

But a d of an equitable interest in a lease, rate in rent-made by a change of trustees, there is no release in the estate thereby. (Page 535, 1. H. R. 123. 2. D. 109.)

So if 1 having can break by another, for the term of years, by him. If thereafter the purchaser, by no rescission, the equitable estate is not altered. (Page 576. D. 69. 671.)

So if the mortgagee during the Equity of redemption buys the mortgage money, the mortgagee renews the legal estate as a trustee for the mortgagee, to resumption. (Page 675. 710. Page 59.)

The said reason as a general rule that if 1 has an equitable interest in the premises, it then takes and conveys the legal estate, the deed reads, the estate is no alteration in the estate demanded. (Page 591. 1. M. R. 11. 3. B. W. 176. 9. (Page 677. 1. B. 616. 7. 3. R. 417.)

These several instruments taken together constitute a deed. The conveyance is the instrument. The conveyance between the execution of the 1st and the execution of the last, is not revoked, for the first. The proceeds of the last are from the 1st instrument. Thus a conveyance made to suffer a conveyance to a 2d after the conveyance, is the conveyance to them. (Page 600. 1. B. 211. 1. B. 606. 410. Page 600. 1. B. 211. 1. B. 606. 410. 1962.)
Devises

A partition house lies on a necroissement of
converse to the subject, in no revocation of a person
0, or, if there be no allusion to part of the
it may revocation what last, it must be to the
here. Prov. 601. 1 Pet. 3. 9. Heb. 3. 4.

But if the deed of partition extends to any other object
than that of partition only, it must make a provision
0, and it contains an future of injunction of the estate.

Note where one has made one actual alteration in an
estate heretofore agree, no hawal is assensible to show
that he did not intend to revoke, for the revocation is
not founded on any sort new intention to revoke
in an arbitrary manner, upon mere notice of alteration.
Prov. 603. 1 Pet. 2. 3. Acts. 13. 40. 1. 41.

An act for having commencing to an actual revocation
in a person 0, may be by one divided alteration in the
estate, and if the 0 attempt a to position
which is mischievous, either for the want of free
will, and if he has to take in the human to whom
the alteration is made. As where I having some
hand makes a payment of it without giving of
main. As having desired a summae making covenant

As having a summae by aid a danger of alteration
within it maintaing your own attempt to convey
(Acts 106. 1. Rall. 615.)
A mortgagee may sue the tenant on an absolute revocation of a tenancy, if it was conditionally granted, and the tenant is still in possession, as in the case of the absolute revocation of a tenancy for a consideration, i.e., the amount of the

...
Devises

If the devisee to A die, he may take the land. Bow 617. 1. Rawl. 617. 1. Nott. 15. 3. Nott. 43. 3. Nott. 343.

So if the subsequent assignee were an absolute or

at once to a wife, then he might sell the land and

sistants with the lessee for three years

Bow 617. 1. Ec. 68. 410 James 119. 1. Nott. 15. 3. Nott. 43. 3. Nott. 343.

But a mortgage, few years only, is even at to only a

is only a conditional mortgage for a land

the devisee may take immediately on paying the

Devises Bow 617. 1. Nott. 15. 3. Nott. 43. 3. Nott. 343.

But a year one neither six nor two years is an

absolute, or even in of a wife

then in consistent. Bow 617. 1. Nott. 43. 3. Nott. 343.

That is a in fee is no revocation. Bow 617. 1. Nott. 15. 3. Nott. 43. 3. Nott. 343.

Revocations pro tanto may either diminish the security

of interest found as the subject matter. Thus if

in fee afterwards, even to a stranger for life, the

nulled, and quasi the estate for life, i.e. during the life of


If devises an estate afterwards exchanger the condition-

the condition only is revoked if the estate is absolute Bow 617.

So if the devisee to A die, he afterwards devises the same

land to B in tail, the devisee revokes the devise to the
extent of the difference between the two. Prov. 6:26, 1 Sam. 28.

But a lien to a stranger is only a revocable lien, a lien of a person. Yet a lien to the Lord of the land, to continue from the death of the debtor, is a total revocation. Deut. 25:3, 1 Chr. 22:17.

But a lien to the Lord to continue in the lifetime of the debtor, is a revocation but it may continue beyond the death of the debtor. 1 Sam. 22:17.

As to revocations, diminishing the subject matter. I saw a man walk to A, it was night, the moon shone bright, and another man go to the other. II. In dividing lands to his daughters, afterwards on his return, settles a part of the same land upon the brother to the widow's son. Prov. 27:1, 1 Sam. 17:2, 1 Kgs. 20:6, 2 Chr. 12:20, Ps. 73:1, Prov. 16:6.

If revocations under the English statute of frauds. This statute exacts that no contract shall be good to make, by some other will or act, in writing, declaring the same to be revoked, on any writing, or any conveyance, on any writing, the same to be attested by some other will or act, or other writing signed in the presence of two sure witnesses, declaring the same to be valid. Note, the requisite number in the devising clause. This statute was enacted in the 20th. ch. 27. Prov. 4:18.

To be done that the statute extant not only to be strictly observed, but also to lessen all many changes of interest. Both are to be avoided in the same measure. Prov. 6:30, 1 Kgs. 2:27.
It does not affect withal invocations, in such case, affect by a subsequent inconsistent specification, even
of birth as it does - It relates to infringements only, the former now can as at 6. 6. Prov 630, Daniel 41.

Invocations under the last clause, may be by way of other wills as pronounced the first branch of the
clause, by bearing to a, pronounced in the other place.

631.

The hearing out the first mode of invocation the
sent out to be only declaration of the L. I. brought that
the words will so codified in the first branch of the
invoking clause, are construed to mean such a will, as
would be sufficient to have lands within the know
landing clause, from a will of land not complying with
this would be void Prov 44. 632.

Whereas, the instrument contemplated by the last
branch, not being such as in construction to the
words will be in the landing clause, is construed to be
an instrument of invocation, merely - therefore not in
respect of the 20th chapter, pronounced in the landing
clause. Hence a distinction between 1st kind may be
take a point. I intended to make a new declaration
of the same land Xables to move he, The former will
be affected either if it comply with the requisite, pre
scribed in the landing clause, or with those prescribe
ed in the 2nd branch of the invoking clause Prov 635. 8.
For if it comply with the requisite in the landing
clause, it is effectual according to the first branch of
the invoking clause - but if it is attended with the re
quisites of the third branch of the invoking clause, it
is good according to that clause Prov 631. 657. 667. 1. 21. 669.
10. Mod 467. One. lb. 460.
Devises

But if the latter instrument is not in effect, the fact of it concerns to the choosing clause; i.e., whether in the testing piece. If for the situation is to give to the 1st. A word is taken from the 1st. as much as to say, from the first only what is given to the 2nd. Psa. 69:13. 3. 1 Par. 48:12. 2. Moses 77:1. 2. Ati. 17:12, 13. 407.

And to the testament bear at b. the void, I would mention a passage 1. Ver. 15.

But a choosing & revoking instrument need not comply with both clauses: if it concerns to the choosing clause, the revoking words are effectual within the branch of the revoking clause. Indeed, if no case of a revoking instrument, it would be effectual to make one of, without words of invocation, i.e. it would make at b. b.

Revocations by humbling having abating violence as at b. b. to effect a revocation in this way; this going that the humbling be by the testament; as in the instance, & by no instruction. There is no revocation of it in

Suppose the 3 is destroyed may the contracts be bound. They think there is no case of the kind; but the analogy to a deed lost and destroyed by force 3. T. B. 131:2. A. B. 260. 2. H. B. 16. S. T. 11:36.

Revocations effected by their acts are in the nature of unfeled revocations at b. b. Hence it is of the same by the testament, namely, no such revocation, but as presuming the same a.
Devise

one intent to revoke. Prov. 637, 2. 1. 1445, 9. 3.

508.

Ther are many uses of a devise, as a cause they come to a

succession or not, as they are done on two among two.

Then if the devise should occur with instead of void, or how

rigid it should by mistake cancel the cause of the no

revocation. (Prov. 637, 2. 1. 1445, 9. 3.)

But it is not necessary that the devise should be totally destroy

some the slightest thing with an intent to make

is sufficient. Prov. 637, 2. 1. 1445, 9.

As when a slightly tone his De vice its into the fair

but it shall not be done - but he declared it should

not be in his will.

So if the devise of any and the devise [de] the other is evoked. Prov. 637, 1. 1445, 9. 3.

De vice. 544. 1. 1445, 9. 3. Prov. 637, 1. 1445, 9. 3.

Thus acts, defining from the effect of the testament, intendment, amount in mere intendment, or one made into

the succession in one, as. If reference to another

act, intends to effect a new disposition. The removing

effect depends on the efficacy of the other act. Thus where

I thinking that,

of his estate was complicated,

where it was not, brought the goods from his part

of an thing negocium, whereas repugnance this to

declare complicated his part. the 1st was not evoked

Prov. 637, 1. 1445, 1. 1445, 9. 3. 1445, 9. 3. 1445, 9. 3.

1. Prov. 637, 1. 1445, 9. 3.

A will obliturate in part by the testament against a num-

ber, may be good as to the remaining part. Thus when I

having devised all his estate to X except — afterwards.
much out the instrument the grant was absolutely revoked good. knot 812.

The instrument made under the utmost care of the
stat is not rev. The testator's signature is on the pough
the instrument, unless it was intended to authenticate
the revoking part. law 599, 3. law 86.

There is no stat in how can the subject be of court
 lofty time.

Republication

If the revoked, if not absolutely revoked, may be re
mended by a subsequent republication for being subse-
to the testator's death, it may be well to com
fract as mentioned. If the testor sold or given, as par
declarations were sufficient to establish who he ad, so
they were sufficient to establish. law 659.

I. Reproduction at 6. At 6. when a declaration was
much favored, as common very slight words effect a re
publication. Thus if I having made 11 of his land, should
purchase another land & then deliver his will to his
wife, or virtually declare that it was her wish, it
would be republished. If the land so purchased was
not by it, law 152. 1. Roll 618. Stil. 614. 618. &. No. 49.
1. Roll 31.

So if having denied all his land to his castle. J. afterwards
husband - I should be applied to, to sell the castle, what
refuse a way that they should go with his other land the
would be republished. If the land was sold. law 659. 600

And according to 1 subject of the case, the testator saying
an application as above "my wife is in my bosom.\"
Deeds

any act subsequent to the revocation of a deed, giving an interest that it should remain, would amount to a revocation in effect. But a subsequent appointment of a new trustee, giving a legacy, was held to be no revocation of the will.

And it has been held that the same doctrine applies to the creation of a will, where it was held to be a revocation, yet the revocation was held to be in a different class. The act to give it effect. See 546, 656, 1 Roll. 617.

But the better opinion seems to be that the new appointment of a trustee, as the exception of a new trustee, would amount to a revocation of a will, as the fact, as the act to give it effect. See 546, 656, 1 Roll. 618.
Deuter.

Into the the question under the state of frauds, see 46. 68.

Contra. 64. 68.

At any rate the assigning of a codicil on the execution of a will, will amount to a republication. As I satisfy, quia, see 6. 54. 61. 71. 67. 68.

54. 64. 65. 66. 67. 68. 74.

So it seems any assignment in a codicil, though not to confirm, will amount to a republication. As "Omnes que tis writing shall be a further part of the will." see 54. 65. 66. 67. 68.

Off Republ. since the state of frauds.

Neither the English state of frauds, nor any amended English expost pretum, is to the republication of a will, but as the effect of republication is the same as that of a writing in another that no codicil on writing amounting to a republication of a will, can, unless it comply with the requisites of 6. 1. 62. 64. 65. 66. 67. 68. 74. 75.

Resubscriptions therefore are at an end. 1. 64. 65. 67. 68. 75.

of codicil says, "Ww. can amount to a republication, unless it comply with the form, it is signed, sealed.

If publish'd by the testator in the presence of two men meeting.' 64. 65. 66. 67. 68. 69. 70. 71.
Prunes

Queen, must the total sum in the presence of the under
sump't mayor or necessary in the year given that the case a.'ly
how and warrant the personnel. Here the case was
they enacted. If they paid, this such execution was not
applied necessary. The casual should indeed be published
in the presence of 3 notaries.

But the same law that the state does not extend to impulses
cannot constitute publication, as the wording stems on
informed revocations. Prin. 666.

No. of leases that hold estates are not affected by this state.
e.g. terms seven years are fixed but. Prin. 67. 599.

Under this law, as at law, it seems no concept needed of
confirmation an company no is judged to republish
ad: to inform that the is neutrally confirmed.
Prin. 689. 1. Nova. 489.

So also according to this latter opinion every casual
load this not annexed. Even the it is not at present. 
only wish amount to a republication if executed accord-
ing to the state. Thus derives real estate afterwards with
ad: to a casual being firmenary legis as nearly, but
executed. Confin. 1. Nov 73. 74. 75. 76. 131. 133.
1. Nov. 555.


If someone already to his contracted purchase move
submerged there to the upsclimond, is his wish
this summons is a republication of the latter will of
bank. 190
Does the burden such republication is affected by the
state or friends? The effect of the republication is to
Dives

give the 1 a new date, so that the Figlth publication ma
conform much all much book. All it that time, as it went
thaw new kind of (once more made at the time of
publication. Rev. 6:7, 8. Proo. 138. 139. 140. 142. 4. 70. 601

Whence a do not republish, will not extend to any injun
late which the titator has not at the hand of making it. ban. 132. 1. 842. 2. 88. 838. 86.

Hence if 1 know dam, all his estate in a person all
estate in, 1 he than republish, the latter will have away.
2. 842. 832. 8. 88. 88. 2. 88. 88. 88. 88.

So also, having dam, sold his manor. Rev. 6:7, 8. 1. 842. 8. 88. 88. 88.
4. 88. 88. 1. 8. 88. 88. 88.

If 1 denies so, his son of who dies and the titator a particle
has a son of the name same, the titator republish. Rev. 6:7,
1. 8. 88. 88. 88. 88. 88. 88. 88.

So if 1 denies land to his daughter, to be subject to
the estate of her house, than having a death. After
the his death republish, taking notice as his date
this extends to any subsequent. 8. 88. 88. 88.

But the effect of a republication extends no further
than to give the words of a at the same time. So they
would have had, if originally, written at the time
of republication. Rev. 6:7.

Hence if, no one land called. If then republication,
land called. B. If republish, B will not pay. If a
was denied, all his lands in A. He the republication, and
So also must nothing in the original be considered or taken as
inadmissible to any person, or as being of no value, or as not being
understood. As for the power of the court, I refer to it only in
the sense of the law, which gives the power of the court. Do not
question it or take it. Rev. 6:10. 6:16. 2 Chron. 30:11. 2 Kings 21:19. 
1 Chron. 24:11. 2 Chron. 21:19. 2 Kings 24:3. 1 Chron. 6:60.

... where I have given certain lands to my son,
and given a legacy to my grandson. It is understood
that this law cannot take the land from the heir, but
the heir will inherit, and the grandson will inherit,
but the grandson will inherit, that he did not intend
to desirous the grandson. Prov. 24:3. 1 Chr. 21:5. 1 Kings 3:10.
2 Sam. 4:8. 2 Kings 24:1. 1 Kings 6:3. 2 Chronicles 24.

6:2. The heir's action is to be collected
from aformerly to the state of things existing at
the time of the will, and not at his death. Matt. 21:9.

6:3. A codicil was rehearsed and as to how the
subject matter would. Thus I have given certain
erennial estate to be inherited by the heir of the estate by
selling land which I gave to him, and then the codicil
confirmed it, subject to the will and willed. It was
not true that the other part should go to the 2
Prov. 6:9. 9:17. 3:19.

But a codicil can give the original to someone.
Tidly, that did not follow, but it became its effect
so to act as to give the same execution as the death
was in the execution. Prov. 6:80. 102. 110.
Whereas a deed itself is not evidence according to the Statute of Frauds, which is that evidence will not amount to

So Handwritings are not evidence that is a man签名 then 'till the loan which I now read of afterwards
makes his will, then not have by reproduction, nor the words from the copy, from
just as if the t had been made at the time of reproduction. Rowl. 685.

A D may be republished by a more express document, such as publication may rightly or actualy
as a form or in the Dean. Thus an indenture makes a
D X execute it, after his own writing. Rowl. 685. 1. Nev. 582. 1. Nev. 193.

Nothing which shall not amount to a reproduction in D, will amount to it in D by
Rowl. 685. law 193.

Of the Jurisdiction of the cases D.
The ecclesiastical Ct has no jurisdiction to cases of
land merely. A prohibition has to prevent them
from proceeding in the D. Dov. 668. 653. 1. W. 970.

But if the same instrument contains a clause
of a bequest of chattels it may be proved in the Ct
for it is necessary as to the real estate. But the these
Devises

As to final party's conclusion. A prohibition was formerly granted against the band 2. Bart. 299. Balle. 113.

The distribution of an estate is like an estate, under the order of testament that is of custom of the state in which it is, unless it appear an agreement to be invalid, but has no effect on the question of title. The tutor's will not set aside an account of the suggestion of guardian making it. For if the suggestion is true there is a power. As a liber to a liber in a question of fact to be bound by a jury on the same question and not. Par. 692. 173. 2. Pat. 270. 1. W. 238.

So whether the tenant was ever a maru, an order is a question to be heard by juries. Par. 692. 2. Pat. 270.

2. If you found and now is not out of thing. A successor you the know in this case with the of our being bound does the lot of thing proceed to it and the B. the trial being heard for their judgment on the proceeding in Eq. 692. 2. Pat. 270.

But here is a difference between keeping and a. D. you found it's taking some aid in the largest of O. the latter was in done, for how the continuance of the D. I. is not questioned but the D. that the D. shall
In a similar principle to hold on the other hand, that if I bring about to suspend and sum his greater children in defiance from it, this must be more to make the sum pronounced the sum is consummate in order to perform his agreement. [Page 698. 1. P. 225. 1. Vols. 325.

And when one knows hand to exchange our college... the college would not exchange... denied that I should have the land intended... have been exchanged. [Page 699. 2. Vol. 365.

In general questions amounting mainly... or the want of a claim to be decided at all,... but this may, decide... of this kind of time and circumstances... requiring equitable jurisdiction... [Page 699. 1. P. 496.

When the same dominant and room is made out... or they think it will require the evidence present the application of it so that a prior investigation may not be present. Then the bill may appear that... if the matter shall make an extended... much more that he shall not... [Page 75.
an unwritten defence, so that he shall answer it in
endure a copy of the answer & D. instead of the D. 216. 246. 216.

Upon a dee. without it.
the last proof of a d to the production of the To. &. J.
regularly the last evidence is respended in all cases.

Tracing a return on a d to a d held after a bill
in being extended by the term of dept. &c. writing the
less only to in no evidence. Prov. 706. 702. 2. Kings. 35. 72.
1. t. 112. b. 290.

So a d crossed in the great need is no evidence
to a jury, an exentement. Prov. 702. b. 290.

So the probate of a will in the spiritual is no
evidence at all to a title of land & to land the
second one concern no justice. Hence the probate of a will.
and it is not evidence even of the will
is not. For such probate is a nullity. b. 299.

But try, that the probate of a d set up, as a
named with other unwritten and write in evidence of the is reason to be sent. Prov. 706. 703.

If a d remain not being by a m of the d. &c. of it is advisable, you to a bill of the d. &c. hold the
d bill on, which to be done by a jury, when ever the
subject matter, an official copy, etc. of was name may
be read 2 He. b. 117. Gill. b. 175.
Devises

But if proof of the attestation is recovered but must be
proved by a subscribing witness, either or none is
in beauty; this is a fact not pre

77

If there
has been a probate of the will in chancery is not that

At the of the witnesses is sufficient to know what all
have attested but he must be able to testify that not
only the tisator executed, but that the others did.

Otherwise he must not prove the execution unless
acquaint the 7 may be read 119. Ps. 103, 776, 782. 19.

And the the witnesses are all present to not witt
ng, that they all attest to the tisator executed.

fulfilling. If all men are absent a witness might de
fect the 7. Ex 2. 23. Then again a tisator, the sum of
the tisator, his reposing. Yatir, let's atones.

P.s. 169, 1. 3. B. 96, 7, 92, 25, 926, 513.

But the testimony of a subscribing witness is not suf
ficient as the 7. If the due their own subscribition
the 7 may prove it by other subscribors. In same
such applies as to the tisator's society. On the other
hand their evidence of no present of the 7 is
conclusive in the form. P.s. 169, 1. B. 96, 7, 92, 25.

P.s. 96, 2nd B. 73, 98. 92, 26, 97.

But the 7 of these will not direct an effect to try
the society of the tisator when the subscribing
witnesses were used to it was men unless the suggestion
to the contrary is supported by concurrent evidence.

P.s. 712, 9, 92, 26, 70.
Devises

of proving a deed in chancery

In civil in chancery a title to real property, especially if long a

and to gain it in chancery especially if long a

and so to the right of a man in chancery especially if long a

The probate of a deed in chancery is no effect on

certain sums of all parties. Nuncumcumque diximus dixi, duobus
denominis cum in a tria. Boc. 444.

If the buyer or any other person after the decree shall at

tempt to enforce it, they must prepare an injunction

in their favor. The buyer must have no concern with the pros-
nuction of no man. Law 718, 1 St. 216.

But they must not declare a need to prove a deed of

only the time of want. They must be bound

It has been had in, that there is such a proceeding as

may have been in, and we to establish a particular

demand under it and to bring the same. But the buyer should

make their suit, and yet the statute and in 12 John to

meet the case of such, proof must be made as

if it was contested, Law 718, 3 St. 192, Law 718, 3 St. 192.

The probate of a deed in chancery, even the conclusion to an

established practice in chancery, never to demand to

favor, unless all the necessary proof of the matter should

announced. For the buyer has a right to claim that

all of the parties to the action is to be discharged. Law 718

1 St. 216, 1 St. 177.

In law in the practice of probate to declare a deed

and on the action of the matter, and here the

probate is no evidence of the title.

And the suit is the same in chancery as the writ.
When a manifiest a man to take a position to frame act, the duty is to demand out of the house upon an assurance given in many instances, they be amended the law or else let us do it out an agreement. Prov. 5:21. 5:16. 1:6-18. 12:2. 1:6-18. 2:11.


At will to substantiate the testimony a most fit to a man, malice will not be in his like this, the lunatic may mean it. Deut. 23:1. Prov. 10:2. 1:2.
Contracts

A contract is an agreement by which one party consents to do or not to do a particular thing, or be a particular thing, by which one party conveys under an obligation to the other, which reciprocally acquires a right to what is promised by the other.

Such are either express or implied.

Express are those in which each party stipulates in positive terms.

Implied are such as arise by operation of law or the circumstances of the case.

In defining on this subject, I shall in the first place consider, those ex. cons. which are not binding by

law on reason of the impossibility of the parties contriving or their previous.

Yet, nothing being to thesequence of every contract, that thing to the agent of the will of the parties having

sound subject or what the law demands.

Infants, minors, lunatics, & insane persons are not ordinarily bound by their contracts, unless may be

their persons whose acts parties are made

by.

Of the costs of the foregoing classes of people

are not of other, nearly valuable.

The invariable costs of such people may arise as they be

avoided at b. persons only in library. By the costs of stone
who at the time of making these were absent, or
these absent, and hereupon are sometimes, and even
made to be void in Egly.

Genually because their execution was a taken - the
court of some, although, serious or serious money
may be saved in both it. But the court of making
boiled persons will not demand one who do.

What at mends out, they proceed on the ground
some justice between the parties, without the least,
most to the fraud or guilt of either, as when an
unusual court is removed in place, they decree the pay-
of the same, actually do - I neither in the name nor
one of the time had been no found an dishonestly in the
transaction.

[Text continues with various legal phrases and references, including mentions of courts, justice, and legal proceedings.]
in the nature of actual damages.

2d. The court may, in such a case, be held upon the mere taking up the same question of the court, as when one bought land supposing that a

resum was on it, if afterwards the owner was running the time not to be. Now as the court is about to run on the

land over the nine question of the court, the court was

void.

So in a case in Pennsylvania, there determining, that

when one bought a lease of land for the purpose of purchasing a salt spring, which was purely meant to be just off the land; the court was valid.

But if the pact was taken is not the nine question of the

court, it can't disturb it.

3d. A court is void in the name of uncertainty that amount to, it barely, here there is not the same question of the court, of all the court is the effect of error.

They go so far as to declare every court which there is

uncertain, even the to void legal demand. But when there

was merely the fear of injury to the person or party which

would the court, the court is burdens on unjustly will be

not added in by my

It courts are deemed and which have inherent defects

in them, i.e., when they are defective of some of individual

in so been said quality too much, such as inconsistent

with the law of the nature of the court so that it

can't be carried into effect as a promise to one sound

without any consideration - the court will not be

carried to but if sounds like it be appurtenant one as in

a different volume rate of an owner court.
Contracts.

When there is a true quality in the coat as an actual consideration, the coat will not be refunded in the event that the party is unable to execute the contract. It is frequently impracticable in history, and cannot be done. If the coat is not to stand, then if a consideration has been received, the rent shall be performed.

So if there is an impossible condition—of the rent of ability in a physical condition not possible, that it exists, the coat—but if from the execution circumstances of the party to the possible, it is not performed. If other parties might not, an impossible condition.

But if a coat is possible, but perfectly able to exist, and secondly by fraud, were no man to know in the event only.

Whether the fraud is in the execution of the coat to paid at 2, or when one requests to do one thing, but did another, as if he should execute a note for 2000, when he received 500.

If the fraud is altogether in the consideration, it is not paid at 2, but the result is to chase out, to which in case of delivery of not more than a house.

But when the fraud was total, no man brought more moneys, all of 2, have received the coat.

6th. When the coat means some solemnity required by particular that be paid.

Under this hand shall be considered the act of 2.8.

As the money which a man may pay, he has difficulty in 2, ugly, and where is no contract, costs expenses of anything, or
such one will be considered & explained under this kind.

I assume that cannot be extended to the existence of a court. When cannot is furnished the in fact then can be no object, as when a man has not done what he ought to have done, this being a contract on the implied promise, that he would incur damage in consequence of such neglect — to whom an act of faulty goods, that he cannot have to pay at least on any implied promise. To whom a man has used his Otto of what another supposed, no less the 2 words that the 4 promises to pay. This cannot be from any such implied promise for if he should decide that he would still in hand. So when one is convicted for a breach of his due to a stranger, with and giving notice of his ownership, he is presumed to have aided his claim to the know.

No man may be an under advocate of another situation. As when one purchased a tenancy of another in person & distanced the court was void:

The persons of them are so estimated that he will run some may attain the end they aim at. [a corrupted 2] they ordinarily do it by force.

Of such bold as one died for want of a sound understanding of the Baptist.

We have ad; I suppose essentially that the word of him which speaks are said of this as though they are executed or nothing.

The humane, one here supposed to be greatness was of they are greater to him, may extend to an ideal or
contracts.

I know to generally do that object is unnecessary to make a grant. If solemnity say that the I proceeded could not be done & in such cases, but the court further for the but it occurred to me, considered that such a personal object - no object is necessary.

In true that person or thing might result more or on the issue. & the distinction is that, it requires do not to meet, but never about to meet. This applies to all cases of executed grants.

But suppose that instead of being a kind of gift in a conveyance for more than an equivalent, what does it - in them? Can a thing that the lunatic can recover back the wrong, & then I suppose the conveyance of the land is one that must of necessity, you to extend a consideration.

There is a question in this. that I think is unanswerable, it's supports by no other rule. He says that if a lunatic makes a will in a state of mind perpeutly, his been must resign to it. I allow that they may refer to receive the lands of the person. If this is true in any case of person - but I think they cannot avoid the cost of the person. The question here is, or the cost paid on it, is that the cost of a lunatic is paid, not you may see. 

Thomson in fact.

It has been adjudged in the t of it. B. that a lunatic owe, by a personal care, for his money, not, a court

There is no care for now lost charged by such a Lunatic.

Again, when a lunatic, has come over money for land & a full year paid in charge on the person owned
of the land, the I directed this right to pay the money with

Church, and in 11.
No, it is clear that a man cannot steel the basin—i.e., if he come to his right hand he cannot avoid what he has made during his incapacity.

No matter what love one gave a man for this—yet his allusion a man's children many steel the basin—so strong or they may mean too supported by others. So there may be added love himself, a very subtle point. His reason is that if a man might steel himself he would oppose divestment. For purposes of justice. This seems but little notice.

It's but in his P.S. continues strongly that a man who can meaning many steel the basin. If this is in the beginning. Moreover, there is a need for the show to meaning himself, made aloud by time during his infancy. On this that at that time it was not thought of. I know we can however that one to our know this doctrine. Be thanks it with this he don't deny that to 2. I question whether the he in long measure qualify it now.

One of course decided unanimously, the court finds that any man after meaning might set and a man made during infancy. The bad consequence of not fulfilling a man to steel himself was, that before he was the human weight. Now becomes too much weight, it then the human weight he had no remedy. But they got along with this by allowing others to steel the basin.

In these cases common frauds are to be appropriate to require concerning the breach of contract, or any kind of injustice, who will find an office as to either if they find and a breach of voice device is speed by the king by being bound or given habitus to protect all his subjects thereby good statute.
The law favors command. The law concerns to show cause why the plaintiff ought not to pay back the money or why he hold the land. The act is on the part of the owner because though the king is guardian of the other as only done by the almighty. Psa. 26.

Sometimes, the act of charity will show a prohibition for hindering the land to proceed on the lunatics' land. The proceeding will regularly in charity because Charis is. Psa. 26.4. Act. 194. 5. Act. 184.9. 2 Do. 114.2. [Page 144.

But where a suit is in behalf of a lunatic's view in order to cancel the performance of an agreement made with him before he became insane if not to least made the lunatic ought to be a party joined with the almighty.

2d. Be the costs of infants on the title of the suit filed.

And of the Contract of Twain counts a. D. W.

4th. Of the Contract of Antinovat's Armenia.

So that there can only be set aside in it of they not in it of it there is no more in this for the person of reasons ought to have the same effects in both.

But the truth is that it is of to an owned by any interest of his. If there gave rise to most of the franchise of kings.

So the ch. of God that if a man intoxicated killed another, lives to his nature with death because being required because otherwise there would be no security for our lives.

As this care it don't signify to say that times, because the man was in fault for getting drunk. Because the
same words apply to a man who had become lunatic, from a continued habit of eccentricity. In such cases they have reiterated. They will not arise unless made by one vituperative person, when the vituperation was provoked by the other contending party.

Why will not the doubt here be that they will not arise, unless an unreasonable advantage has been taken. There is a distinction of this kind in 1 T. 5:13.

It seems reasonable. There are times we need to the point.

At any rate is it not a clear principle to take advantage in this way. Of course is it not advisable in other. On this ground indeed, if it seems a man can, should be it might be relieved so in both its.

5th By the books of Seneca, as that understand

There is subject only to the jurisdiction of the seen will inform you that there must be found in order to obtain relief, but in truth it always found to deal with such a person. Thus if the name has -

game has been made by a sensible person the it would not have intervenent.

To show them that the weakness of understanding is the ground of interference.

In the course courts of Roman law are frequent ly not arise—given the foundation that they had not the complete use of their reason, or if the court was made with a very inadequate consideration.
An English system of finance once admitted every decision, in an exacting negotiation, to be that which the parties in a human mind received. The same of the state there is no distinct do of duty, but the law of

A great many of the R. & J. procuring the

There is a class of cases where both were ignorant of the mistake, if the court should as where I claim the same thing under different letters, if & Y should draw the neat & adjust the difference by comparison.

It turns out eventually that the fault belonged to the one who read a manuscript, yet the court reversed the facts away & if this case were from no concern

Due to this kind may be informed those weighing cases about a suit at 5. 1st. 12th

This is another set of cases which care less a great

...as they are of course, when the parties mean in words about the in qua non of the suit when a man thought of a man without second time there was a great error about their quantity of relations on both sides. The mistake was the in qua non of the court is then accorded to set it to the bargain wise.

But as a mistake is made if the matter of a

deed may not seem then, the court will stand the constitution to give

...he will stand, the something will be seen in damages. 1 Pet 15:9.
But when a man sells a house and it turns out a mistake, the court may let him set it aside. If the seller, in good faith, has misstated the facts, the buyer may be entitled to rescind the contract. The court may order the seller to return the purchase price and any damages sustained by the buyer.

The court may also award the buyer the difference between the true value of the house and the price paid. If the seller knew or should have known of the material fact but failed to disclose it, the buyer may be entitled to rescind the contract and recover the purchase price.

In some cases, the buyer may be entitled to specific performance, requiring the seller to complete the sale as originally agreed. If the seller fails to comply, the buyer may seek damages or rescission of the contract.

A common scenario is when a seller wrongfully refuses to sell a house, leading to a lawsuit. The court may order the seller to specific performance, requiring them to complete the sale as originally agreed, or award damages to the buyer.

In cases where the seller fails to disclose a material fact, the buyer may be entitled to rescind the contract and recover the purchase price. The court may also award the buyer the difference between the true value of the house and the price paid.

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contracts

$4000 & they by a 50 of L. she now not have made her election till she know the value of her enfranchise foresaw on this ground it was that a not of everything her cost.

This means that a court must, which ignorant of our rights will be vacated—there was ignorance of a just not ignorance of L. Infranchise tising be applied only to minor not cause.

Such was the case of the schoolmaster. The case of much ignorance of the L. But at last the time this court was put aside.

Next of court to do what is impossible to be done

Such an one is not thinking. Any impossibility in want physical impossibility. Is not such as arise from the particular circumstances of the contract contracting. It when our contract to walk five miles in a minute, or when our contract at a certain time to perform a man with two drinks. The man impossible in the true sense.

When a man contracts to do a thing which from his particular situation is impossible for him to do, he is not in the contract. As when our contract to give a good-lit of a farm which belonged to another which he could not lay, so much can he will be liable on the court.

To be sure changing in such case will not devolve a super performance of the court unless the in the mean arm forever so that he can remedy as where he
another case of this kind was the Barleycorn case, where a man bought a house and agreed to give one Barleycorn for the first week, 1 for the second—this was probably more impossible—had I been the judge I should have said it was in the second case. But the Act contained the case. It introduced a new act of Parliament into the nature of the house—but the end must have been the nature of the barley or thing to be delivered.

When a court promised at the time of granting a lease impossible afterwards by the act of God or of the time, there is no obligation to perform it.

When a man has given bonds for the appearance of money at d. of the House of Commons or £ he is liable and it is not under an impossibility or new construction. The impossible created by it—case than which none more positive to make since the case, which performed its execution.

There is no end to this, which I think are settled, money.

To a point that to make an agreement to perform an impossibility is void. And taken a bond in gear with an impossible condition, to settle that the bond is still good, but the condition merely void. Judge Bacon thinks the donee in the title of principle.

Now can settle the impossible condition, now
contracts

the body of the bond, the whole was very properly so
said. That difference ought it to make, if the condition is
so plain that it can be removed from the rest of the bond
by costs? P.R. 1, S. 47, 61.

But when the estate is given on the condition that the
grantor do such a thing, the condition is precedent. If the
one be illegal, if it is not performed, the estate will
not vest.

If court: Unlawful,

Then does it tend to an universal rule that the
nuisance of every court must be lawful on the act
is not binding.

Such a court may be avoided at 6. I will notice
the case when they interdependence thereby allow such
acts illegal on account of fraud.

Every court is void when the thing to be done is illegal
or when the consideration is illegal, the thing is un
lawful. As if a man should promise another 10 $ if
he made no.

It went when the case of the man has done the unlaw-
ful thing, the promise to pay is still void.

When the court is void, 6, the question is how can
the court be avoided? If the court is valid, the party
must state it, it large on his own. Not being in the
face of it, the right may recite to it.

But if one has given a bond or note of hand upon
an unlawful consideration, say 100 $ to one ear to his
This is the distinction to be noticed with regard to admitting hard proof in cases where a court to decide must be introduced to show that there was no consideration. In such cases the proof must be of so high a nature, as the thing to be disclaimed. But no fact may always be admitted to show the turpitude of the consideration, to show that it was made made false.

It makes no difference whether the thing objected to the consideration of the court is made provision or made provision. They are equally void. S. John 327, 335, 8. 1 Cor. 1, Cor. 30. 36.

If a man enter into a contract for the making of money is advanced on it; afterwards the performance becomes neglected, the law gives an action to recover the money that is paid.

A court not to follow certain calling is not binding, because to do so only, but a court not to do it in a particular place is good.

So if a man gains a bond to win an in his favor till, he pays off his bond, while the man who has taken it is in need, the court he cannot be sued on the bond, but is void. A man can't by a court make himself a favor so of sorts of the like nature as any other subject.

All courts which have a tendency to violate any duty or law are void. 10 60. 16. 119. 230.
Arrangements: (not) to know one aid or a
not doing an unlawful act can void. An aid to
innovations can for publishing a libel.
3 John 3:2,17/327/1885.

There is an exception known to the... of in
harm to which we refer, to do an unlawful
ft thing. Do not know that two unlawful
- be instance a sheriff had arrest a man un-
lawfully. I thought him to be a landlord. If he
kept them not knowing of the unlawful
f of the sheriff or inability to save him hence-
f - at the he is liable to the party wrongly
infringed, the sheriff is liable, now to him not
the cost.

But when the indeed the laws which of the thing
is saving pain doubtful, wherein we refer don it
at the hand, 2 Co. 6/17, 6th 5.

Not only could the indemnity one far injuring a
third person one way, but all could which had to
profit a corrupt benefit can no. 2 Cor. 9.

No security can be taken which is good for an
unlawful act. 2 Co. 60.5.

It has also been said that all money could to
injure the feelings of their benefactors, can void as
in the other 1:1 case. He said an amount money
more on tending to introduce indirect aid — when
a weight is concerned if money indirect or may
be introduced. 1 Co. 7/2, 7/13.

but finding by slate stere on the same footing as
all others — all could at b & c those not negligible, but
change these nature by being transferred to third
With regard to negotiable instruments it has been held that when they get into the hands of third persons who deal with others on them in their own names, no inquiry can be made into the consideration of the contract might have been void between the original parties, yet this good by indorsement.

But if the same at first nothing will make it good in the obligor—take a bill of exchange; if the indorsement go upon the indorser—he will run away upon the drawee. The drawee will then go back upon the drawer. Then the indorsement may be inquired into.

In all cases of court under the statute of frauds, where the court is void originally no indorsement can make it good. For the mind of the statute is to all intents and purposes this the consideration might be inquired into between the indorser & the first obligor.

When a court is void by reason of the illegality of the consideration, & money has been paid on it & to whom the money may be recovered back.
To all the foregoing doctrine there is a set of cases. Where the money for an illegal contract will not be received, the bonds are considered in favor of the

As. 50. Bur. 1012. Comb. 190.

Thus must be an accord and agreement between the two bilis for such a case where money has been advanced on an unenforceable contract, the legal sum of money will be obtained as if no money

If you have obtained money by gambling on the pros or on in favor of the no money See Stat. 59 & contra.

When joint partners enter into an illegal contract with a third person, none of them pays on it without the knowledge or urgent of the other, he will not be compelled to refund one half unless he connived or was guilty of the fraud, or did not protest when he knew thereabout to be paid.

Thus an illegal which makes void the security, only of one of the contract, the subject to all the circumstances of parole, as if all uncertain securities were void. Thus has it now stands, parole as the security of the contract.

So it has been so that a person lend for uncertainty is void, but the contract itself stands.

The English law in gaming exemples it both these points. By statute money lent to one to gamble with can be recovered on the contract. Thus the security is void as when a void. So here in N.S.

But where one enters into a contract as it engages...
contracts

We have seen above with a ¼ part of illegal notes—see if we shall now notice some particular kinds—the
principal in that kind called

Von our bonds.

As to the history of this business, at first, no interest was taken. Many taking was this if the moral were done,
now, denoting something unlawful. All the great judges of six who had been guilty of this offence, ran at
their death, forefathers.

At length, a little interest, if a
convent began to be taken, if a rate was made
by which those who took more than ten per cent
were punished. If the court blindly took—so by in
frication the per cent might be taken. One step of
for reduced this to eight per cent. the rate of one to
nine. If that of Article to pay at which rate it now
continues.

The rate consists of two parts. It under the
rate, when there is more than five per cent
punishment. But it never furnished a rate for an
away, whereby he lay more than the lawful interest.
that can be in subject to the penalty § 60. 61.

When the obligation is on the face of it for legal inter-
rest, if at the end of the year the per cent is taken the ob-
liation is liable to the penalty of winning, that the court is
still good. If however, there was an agreement to
lay more than the lawful interest, at the time
of making the note—which may be by fraud, the
security required to void—so if the unlawful
interest is included in a separate note, the whole
Contract

It must, however, be pointed out that the same

out laid by 4th March 1818.

To a contract was made, with the time of agreement, there

was more than twenty years' interest to be given.

The Pirranel, in what part of the year the con-

tract is paid, it may or must be paid at the beginning

and the Banker require it at the beginning. This is

a provision of the principle that was adopted as pro-

commence Dec. 6th, 1816.

A contract to pay more than five for one it never con-

mits them in a house for harvest. Of the same

principle in the case of fatalities by the house and wind

as nearly as practicable.

In cases of connection, where the house is

house killed - in consequence of the fine rent is

took to, legal action to - for which the house is the sub-

verifiable is cost, &c. 12th, Moore 10th, Doug. 10th.

Some of such houses five harvests going to the principle

are out of the state with regard to what is happened

is left to the profit of the tenant. house and what always

of the principal fruit of the harvest may be all

the circumstances of the affair must be considered.

base 1. 652 (s. 651).

When a man again to give for £100 - £3000 at the end

of three years, if any of the children were living at that

t ime, in having a surmised poverty of lessened children

t he harvest was considerable. 12th. & 2th. 25th. 60.

62.

A question in the U.S. important to it wills, now which
table is ag in the books, in whether an obligation given at one place, may bear the interest of another place when it actually payable. No reinforce one in Boston because money of and in Philadelphia who be paper to become the court is really made in Nesh, had to be paid. But in this note issues near the court.

pf a citizen of crj had a note as of sick. Flying house took a new note, the court would be old of the security now but it ought to bear 7 per cent interest.

ought not a court to be complete to make the security paid — it is then paid as a proper consideration. I should say a court made in crj ought be considered at the court, when the court was made by the parties being in court. Designed to be purchased him. If they just opened the time to give it the appearance of legibly.

the law, where the court is to be invested and to government. If where you Farscan made money to a Englishman was not to be paid under and be may take the security for such interest at 3 per cent. 726.

An overvalue of more than legal interest will make a bond unenforceable. If there is a covert amount or violation of the parties contracting, then a mistake don't make money. 6289.

A court may be found unenforceable by fraud, Fraud may be admitted to erect it.

The a mistake in point of fact will, one of it will not have a court from being unrecoverable as of a mistake made in contracting the without establishing by law. 501.
A consent agreement to which the fullness of not knowing will not require time or favor to his recovery,Rev. 8:24, 2 cor. 13.1.

Giving unanimous interest of the said does make.

it clear but just renders it subject to the benefit of the state. Doug. 124, Ser. 190, 12. Ser. 2. 8. 12. 3. 96.

If one went to buy legal interest & pays down a few

million over & above, the court is unanimous - for he did

not foresee the true nature of this front.

You cant read the same transnation and the obligation

to renew the benefit of the state - nothing but

renaming too much makes the state vice - & nothing

but taking too much subjects to the benefit of the state


No man can be rendered on the state to subject him to

the benefit of it without he has actually taken. Rev.


When this occurs, a new obligation will sprung the

money contained in the above, the sale plenoery which

the man will it. You cannot purchase his take a

new note. As long as the note remains in the hands

of the first holder, or in those of his assignees, he can

not be unwound - the term of indeterminacy

The man is by his promise, so that the obligation has

handover his hold on the obliger.

In a question not well settled in the books, whether

when a man owed another £100 by back, he borrowed

more, he had both put into an instrument note than can

be a recovery of the £100. If the old note is genuine


I should say the old word would be answered. But her a wealth of talent.

Down here a new trade is the concern. I wish a man has been acting it. I think not if there is as certain on the least of one, an appreciable price in the future when a man has been quarreling. But when the agent has been guilty of a trick. After this is the fine act cast. The agent has paid heavily to his station also.

The house of glory in the English at year money is this. Men apply to them for relief in an emergency. Not to have it at once. They then make the rate of interest the standard of your convenience.

I know of no principle that would prevent this much in, the third thing is because one's that may a man who has an adequate income at it. About want to do this. But this is your own, you often go to liberty to him on and this point of view. They have an adequate remedy at it.

There is one court which is illegal, and that which there is something peculiar the taxing restrictions to certain land, as when a man's court not to him and his trade. This is illegal from motives of policy. And the law for which to be continued makes the difference. He is 89.

He may agree not to carry on his trade in a particular place. Matthew 24:10. Psalm 192.

Our subject must be often a good consideration.
to whom life all other ev ry such. By it must
be a sufficient security to the goods. That you
can't look into the consideration of a bond because
you can't get at it. not because the good without

In this particular kind of case you may go into
the consideration by f a v o r. If not favored to be
good you may not. 0. Come to the new
paradigm I give it in which such cases are viewed

It is not true now that the want of considera-
tion must appear as the face of the instrum ent.
does formally.

tends to be destroyed in the city, because made un-
der restraint or those fear of time.
Some of these may be considered at a known at eight
Whatever suit is obtained by' favor in need at 2, the of
by left at eight.

What then is the basis of the bond? Favor of law
punishment of favor in writing of suit in writing a suit.

Desire of consideration it is where each is unfortun-
ed of the desire of consideration. It to underwrite it have
in to a suit to give the security. This underwrite
must not depend. But the sure bond. It may be in the
stands.

Sure fit relates it make a sure it thence made this.
must be attended by certain circumstances. He must be threatened in such a manner as to deprive the life, liberty or great bodily harm or imprisonment. There is some difficulty in this. For what is done for

A. The punishment to correct that done must be a lawful one. i.e. without cause. I. Kino. 319.

When a man is lawfully imprisoned, a court is entitled to examine the case if the party imprisoning him is by good reason or not. If there is an refusal of bail, it may be done. For it is a threat. I. Kino. 316.

Some may be imprisoned according to the nature of the that is done. As if the person is and as a check to attain security, will be done. I. Kino. 316. 1. Kino. 316. 2. Kino. 316.

This is an application to the person. But it is still questionably whether a court must to obtain the nature of a moral relation is done. The acts are contradictory. I. Kino. 316. 2. Kino. 316.

Reasoning from analogy in justifying a battery in blood by in blood. As to a court to induce the W. and sufficiently was furnished to induce. I. Kino. 319. 20.

As to further from his doubt that is to any other relation to understand its conclusion. I. Kino. 316.

If you give a boat to induce a stranger, he cannot done so as to avoid a court. If only hardship would sit it inside. I. Kino. 37. 2. ledge. 395.

Done by a stranger at the request of the obligation is the case.

And by the obligee himself. I. Kino. 37. 31.
Contracts

Another question that has arisen is, whether any damage to the party will enable you to avoid the court. The defendant then is nothing entitled. 2 Kev. 315. 311. 47. 324.

If for a man is under 200 pounds, he marries, gives a bond of 200 pounds instead of 2. 830, which he was engaged to give. This is done to the,knowledge to save the 250.

On an 4. 831, 832.

You can't give 250 in and under the presidency, except it be a personal court, you must plead it of. 9. 830.

How far will his 90 go? The fear must be of some great evil. The question in 90 is, would the court have been made had there been no force.

In cases of peace. 2. 831. 497. To immaterial how great the injury was the person himself had committed, 83 it did not do it voluntarily. 2. 831. 497. 93. 111.

Cases that are set aside by be 83 on account of fraud. There is a court sometimes made there is a court 83 or sometimes in another, not the necessity to in a combination in damages, if there is a necessity on an application to be given to preserving order.

1. Cases which are void by reason of fraud. If the fraud is in the creation of the court it absolutely voids the whole. If the court is void if the person marries the court differs from what he intended.
1. When the fraud be in the consideration, it is not void

As it respects real party only they will rescind the

1. If the court perfect, fraud, is not uncommon for this
to intervene if the fraud be total. This, they will do either
by rescinding the contract or issuing an injunction. If the
fraud be partial, what is to be done? Did it arise in a
compensation for damages. J.B. thinks this is

2. If not, the fraud, in the consideration, where is partial
ought to be void.

Here is one case where you may bring an action to
the warranty, the fraud is a total. The reason is, the action
for money had I received is an equitable one. I am bound
to give it in compensation to the purchaser, we agree. But as it respects fraud, in the consideration
the fraud at 1 is of null amount. Yet all our

3. As for fraud about the

4. They are, totally void, this, from a principle of policy.
His fraud may arise in a contract of warranty,

5. Concealment of facts, which in good conscience ought to
be known.

6. Fraud in the execution of a contract is void at a fraud.
in the consideration being total will not come be that it bs 3.

All fraudulent costs reflecting real & in 4 final facts will be remedied in cty.

Costs obtained by falsehood, the reflecting final facts will be remedied in cty as wherevaar not their issue for much less than its real value.

They may interfere in a variety of cases wherein an unwarrantable advantage has been taken of one situation, of that will destroy the cont. The ease of a cont requiring interest where interest is refused to this deals - but A denied the propriety of it, this is founded on necessity Calb. 61. 2. Calb. 544.

They will set aside a cont where undue advantage is taken of a mischievous man - as where one of 24 men was thrown into prison for a paltry sum that guy left him to be engaged after the death of a lily with a cont was made by which he furnishes it at a small price - lived in a house that group who will come in the cause of wages. This never record the cont only so far as it is illegal. Calb. 53. 1. Calb. 530.

Inadequacy of price has latter been held a proper subject of interference to do this altel has come to a point in a cont. So is it known it furnishes one sum or a cont. Perhaps not of sound but of something that ought to remedy the cont. It if a man agree to sell his farm worth 1000 & for 50 & there is nothing wrong in the cont. There is no case decided but by the opinion of 3d. hangman that inadequacy alone would vacate the cont.
A is very much in debt, is opposed by his uncle, B, who
wishes to keep his debts. C is a man of large lands, but
being hard pressed, begs that part of his lands for one half
their value. In it, several debts. This reminds us of
the condition of paying back if any thing has been re-
ceived. 2 Bro. 164.

All the cases will be found to have proceeded on the
ground that undue advantage was taken of the bargain
an unconscionable one. 2. U. 134.

The bankruptcy case has introduced a new principle, that
when a debt has been made, the unconscionably, you may
recover the value of the thing sold. They would not sus-
tain the debt according to the terms of it. This decision
may here be argued, viz. not placing the plaintiff
in statute quo, how they could not give, to the
extent of the value of the thing sold.

Under the head of fraud when third persons are in-
cluded all costs entered into with him for expenses.
There may be considered as radically connected in every
thing, the rights not to be taken under this head. For
so when 2 cases that there can fraud be practiced upon
third persons, 2 cases away, as that the debts may be
affirmed. 1 Bla. 76, 52, 15, 82, 123. 1. Bla. 114. 2. Bla. 139.
Ch. 11.

This is more properly reducible to the head of due
unconscionable advantage—because tie taking advantage
of a young man's necessities. Cases of fraud when third
persons, 1 Bla. 176, 1 Bla. 188.

Now, for this principle of same composition case
and all of this kind— they will be sounded in chancery
and it has lately been decided, that no action is red
The only manner can be rectified in one of these cases. The ratification was made after the death of the third person - but the court was not held to be in binding. 1861, 355.

It makes no difference if the obligation are assigned - unless to a negotiable instrument, the only remnant is the same. 1871, 355.

A statute where the country of the court awards his court in the case, means a compensation by a meaning in favor.

This statute includes all kinds of privity - it includes fraud in all those cases where there is either an express or an implied contract - many cases of fraud exclude the idea of contract.

In every species of fraud where there is no sufficient act - an action for money had and received will lie.

An action will lie for fraud in a court, where the court would not sustain an action - as in the case of gambling - no action lies in a gambling case, but if the cheat in gambling an action will lie for the fraud. Because there is one implied duty that the man shall play fairly. - Osb. 576. Moore 736.

In a man's profession or trade there is a court implied that he will be faithful - for fraud or breach of contract will lie. As if a lawyer must not fraud money or engage in the opposite vice. To of further affecting.

12 R. 73, 1166. 1 Kearney 312. 1871, 355.
The most common cases of fraud, in cases of fraud, in such cases, can not make the case against but there is no doubt of the law on the subject. All the cases go on the ground of some fraud actually. For no one in the books of the main in re, 12 s. 72, 73, 74, 75, 76, 77, he will be for the price. But if they are not in his favor in such a case, why, unless there is an express warranty. Blake 91.

John 10 3 16, 1 63, 1 64, 1 65.

I believe there was no distinction of this kind when both were let in the same manner as it is now, but the intermediate case affects.

I take the law on the subject to be this: if a man of good faith, a thing, which it has not in itself, he himself, is under a necessity, to a fraud. It makes no difference whether there is a warranty or not. If he sells on article, for some knowing it to be wanted, to a fraud, if he fraud, defect, shall he in court? 

1 1 5 2, 1 n. 1 0.

In the case of , in America you will find the idea mentioned by the law of fraud in such cases, there is so that he is necessarily that this should be committed by the.

1 1 1 6.

In all cases, where a man conceals a fact, that in good conscience ought to be known, which has any effect upon the contract, he is liable. 1 1 5 4 6, 1 1 5 19 1.

1 1 1 7.

If he makes a false affirmation, knowing it is not to be, to a fraud — if he represents it knowing it to be untrue, he is a fraud, for which an action will be as well as the warranty. The law then is, when the seller, has made, is guilty of a fraud, for a
Contract.

A man sells goods, but the seller, having the goods branded, designating them as his, seeks to sell it to be his, alleging his possession. In so to be a fraud, he then uses a known fraud to be a rogue. 1 Noll. 92, 1 Noll. 93.

So is in Noll. 911, that if the man is not in hope of the goods, there must be a warranty to subject him, that is not so, a man would not give up his opinion is not found.

Affirmation of a thing to be so when his warranty attains.

1 Noll. 96.

In all cases on the case thus by 96, not only the warranty of affirmation, but foundation for action, but the warranty of fraud, which in good conscience ought to be rewarded.

In all cases where there is found a warranty, an action for the fraud is commenced with an action on the warranty, but there are many cases, when there can be no fraud your must found your action on the warranty, and has made with the bargain. It must be on the theory affirmative foundation to the bargain, which had the bargain now made would have been a warranty,

nor does an affirmative after the bargain for the foundation for an action. 1 Noll. 93.

If no defect can be found, and the fraud no action will be his. Their furnish him, means this all the cases.

Sto 313.

You may on a case directly opposite to the one here advanced, where a man of he had time off or is as much where he had not it knew it to be a
In all other cases but fraud where a man runs a bet by his own 1/2 the court 2 say it is no concern. This is a to be but inAward the difference the old claim is liable. | 121. 20, 289. I. Deo. 410.

When a A draws common at a table into it on the table to return a D with bad pieces. And so why the A should not be liable in pounds as well as to other goods.

In the other hand the A is liable to the thing in account in here he has hired a man who has cheated him here.

Then has been a great question whether a minor is liable in cases of fraud. I believe the old rules are opposed to the truth. | 121. 419. 129. 121. 189. 119. 121. 749. 139. 121.

The argument has been that a minor is not liable for his friends because he is not liable in his own but minors are liable for their acts. If fraud is a fact what then occurs here? May say they because his heart is a cot but the case is the minor can bind for them things he may not be liable on his own he will take his friend.

Again minors may be punished criminally. Have been some opinions contrary to the old law. Deering thinks he should be civil. D 258. St. p. 258. I. Deo. 410. 289. I. Deo. 410.

We have been some opinions contrary to the old law. Deering thinks he should be civil. D 258. St. p. 258. I. Deo. 410. 289. I. Deo. 410.
Contracts

Fraudulent Conveyances

This is a very interesting subject. Thinking on the constant use of certain statutes, of course, one always has to think of the history of a transaction. A conveyance of just for the purpose of evading duty is fraudulent conveyance.

This is used against all sorts of transactions. The construction of the statute is that when the conveyance is not voluntary there is a difference. When a deed is made in consideration of money, it is valid in most cases, as if it had been made for a valuable consideration.

With respect to voluntary conveyances, when there is no consideration of value, they are not void as it respects subsequent creditors and the principles of the U.S., this is not so now. If he was not involved in the loan of making it, subsequent creditors cannot at it even if he was involved.

The ground on which the statute goes is that in all transactions at the time is one of trust. All these conveyances are good in the present. This is found in policy to discourage frauds of this kind.

My principle object will be to treat fraudulent conveyances, as they exist today. Taking into view the statute. This applies in all the states. At the same time we must take into view fraudulent conveyances as they respect fraudulent conveyances with the statute. While not altogether bad, but in some of the states.

You need not in the modern statutes, some obvious, not particularly correct, is that of Debtor, that they have nothing to do with the U.S. that they are in accordance with this common law duty with the cases.
In this point the stat 64. 66. 67. 68. 69. is not, surely. But the stat has carried the 6. 65. farther than to existing enter. They remain as it respects subsequent enter only. when they were made for the burden of cheating. (Paradisat of 6 64. 65.)

Since the stat such conveyances have been constantly made. But the stat declares them void in every body but the executi himself. 2 60.

But if an enter laid down in this broad manner is to be extended to cases only which are merely voluntary & done with a design to deceive & defraud. But suppose there was no design to defraud. flere voluntary. then are some cases where such a grant has been good as subsequent enter, but that is not always the case.

If I make a grant of land to his son et. when he was able to pay all his debts. I have a good nol loli. he would not be supposed to intend to cheat but such a grant as this is very good in gracious minds.

When then is it good as subsequent enter? To me good if at the time the grantee was generally insured. then is sworn for the it to carry its jurisdiction. By generally insured is meant such an embarrassed as to be punished by debts. not that he owes a few pounds. 4 60. 2 61. 60. 1 60. 62. 63.

Why is this so? Why should this grant not be good? Yet a voluntary conveyance without intention to defraud not involved in good? We shall see presently.
Contracts

Such a grant to a stranger is more good as subsequent estoppel.

When such conveyances (as when the man is not in reality) are made for the provision of a family, they are good as subsequent estoppel. Consequently, if he make a conveyance to another person, except to one for whom he is bound to know, to void against subsequent estoppel, action at law.

This provision for a family will not always be an estoppel, for the person he is bound to fore close for must be in the firm they provided for; now with an intention to become indetected afterwards is a found as subsequent estoppel, 1. 1. 1. 9.

This is the doctrine furnished by the case—there being no voluntary conveyance with an intention to deceive to void against condition. 1. 1. 1. 10.

How can you know that the conveyance was made to cheat subsequent estoppel?

When the settlement is undeniable, discharge him self of all his duty. If the grantees was in a regular manner of getting into debt those things must to left to the jury to weigh & determine accordingly.

The law says all this must be done with no indulgence. If not they are void at any rate and must be prior estoppel. If then there was no intention to deceive. But the voluntary, holds the party subject to pay the debts contracted by the grantor bought in the law specified.

Now is this reconcilable with the words of the law?
By an artificial rule of continuing the statute to contracts in which, that subscribes the guarantors of the debt, there was an intention to deceive.

Thus it is a former plan in 2. that can be rebutted. In consequence it was made with an intent to deceive. This is manifest by contracting false, plundering, thus he that he promised afterwards? Answer: why true, plan, distant at first.

Transcendent conveyances vs Purchasers.

Then, opined, were the title 27. story, which is so immensely adopted here is in some states.

For a B that voluntary conveyances are good for nothing in subsequent purchasers.

To a B that voluntary conveyances are good for nothing in subsequent purchasers.

The k. b. makes all those conveyances good in subsequent purchasers.

By the statute it makes no difference whether the purchaser knew that the conveyance was made voluntarily to another person—Why is this so? Did he design to deceive or defraud any body? Why this is so one cannot even tell. But the moment he attempts to sell to wit that he intends to deceive.

This offering to sell shows that he intended to cheat, therefore when the purchaser buys he knows that the seller intended to defraud the offering to sell furnishes the res. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75.

Do not the deceiving that renders it null, for the intent to deceive. Where, in the intent to deceive? Not the fancier.
How can this be reconciled? Why, go back to the time when the status was made—then the status marches to deprive the purchaser. Whatever then, at the time of making the status, would have been an interest in security under the conveyance now. Let us begin 189[125109].


There are many cases where this furnishes determination not only, but is conclusive. If these cases are all such in comparison with the other—they contain some of cases of single pieces of some society the conveyances were not pursuance voluntary. Let us begin 189.


189.


borders which that are valuable may sometimes be proved. The matter, settlements of course are valuable, the results can—yet they may be precedent. In order to clear it of all chance of proof, it would be made in consideration of a reason to be had. But how far may they be made? Only for the support of the 17. be may take it and to the issue. I no further—here it occurs from many a limitation to the absolute relation with its conclusive voluntary without being valuable. The limitation to the 17. if one can never be substantiated. 2. P.

189.

A settlement after man. is not always good. Of the quantum was if being at the time unimportant, less good as all women, but it has been seldom to be made an subsequent purchase.

If interest under the same. in discussion of an a-
agreement made before manus legitimate. This must be a
previous agreement. Bost. 141, 226.

But how sound a verbal promise to settle lands be
considered? Clearly, he could be compelled to settle because
the verbal promise was void by the slav. And if he
otherwise accords to the verbal promise, to a gander
if he had done it in accordance of a written agree-
ment. 12. 11. 29. 1. 1. 6.

From this, then, it appears, that there was not in an
agreement on which a recovery could be had.

There many settlements are good in many other ca-
uses. Settlement made after manus, will be considered
valid unless there is some consideration amounting after
wards, so that a man had a positive coming to his
affirmative, and was not sufficiently provided for before.
This settlement must not be extravagant. 247. 3. 20.
11. 12. 1. 1. 18. 24. 7. 2. 2. 2. 37.

True estate or there the th may be possessed, then the-
security is to be held and her husband to his
separate use. The is the owner of it as much as he is the
owner of any of his legal choses, with the difference
only, that the husband having the legal title, if the will
not deliver it to him, the th must go to court, and he
will permit the husband to refuse to deliver it if, as
up the th makes, a settlement on the th. Of course if the
th does not make a settlement on his th in conformity of
the stipulation of the husband, it will be good be-
cause what is done voluntarily by the th is what they would
have compelled him to have done.

Yet even this may be fraudulent, for if two extrans-
gant such or else would not have compelled it may in
Contrary the nature of the estate of the situation of the person in question. 2. 4th 67. 576. 3rd. 4th. 3rd.

They will some intention of the trustees are willing to give it up. 3rd. 4th. 3rd. 4th.

Some of the cases before we wait on the next thing, that what they would have done is paid if the Ht will continue to do it voluntarily.

2nd. 4th. 2. 4th. 729. 576.

There is one set of courts standing on a different footing. When a settlement may be made in the Ht. & it is not fraudulent, it is not a trust estate. this is, that of a legacy given him. The estate refuses to deliver it up to the Ht. unless he makes a settlement on his. With the Ht wishes to make the estate at L. but they refuse an injunction to stay a suit until he makes a settlement. Such a settlement as this is good. 3. 4th. 17.

2nd. 4th. 512. 2. 4th. 519.

With respect to trust estates the Ht. is the same when the Ht. becomes a bankrupt. the assignees stand in the place the Ht. would have done. It must get the party out of the hands of the trustees till they make a settlement. 1. 4th. 284. 251. 257.

There is a distinction to be observed where the Ht. assigns most the choice for he may do both legal & equitable, the assignment standing on a different ground. When, in again, it is not equitable. When the legal the assignee may collect it at L without making a settlement on the Ht. but when it is an equitable choice he must go to Ht. if they would give it him unless he make the settlement. the equitable choice falls with all the
equitable ren upon them 2 No. Jan. 15, 585 1 P. W. 251 241 2 128
2 Ab 574.

The observations made on the face of real title.

But these
may be a fraudulent conveyance of real title. But how can there be a conveyance of title? What can be done in such a case? And in such a case, as it now stands, it seems to some old decision—but to add to it is a great question that the chancellor says, the deed shall be null. 4 N.C. 264.

The remedy at law is gone, because he can't bring his execution—but they will look to the fraudulent done- to the old decision in which they say there is no remedy in equity. 1 vines 130, 1st title fraud.

As to the last case the chancellor laid down the broad proposition, that no voluntary conveyance to defraud creditors was good. Of this he to a question whether all children who had received any thing would not be obliged to refund the conveyance being voluntary? The chancellor in his answer says that the act will not in any case unless the magnitude of the gift requires it. 4 N.C. Ab 142.

But another question yet another: this party to give in not articles to money. If this you can't exact to find in the nature of things you can't lay down. If you he get a judgment do he could not lay on it. Every one supposed that you must first sue, get a judgment and lay if you can. If not go to obey. The fact is you must not first sue, nor bring any action against the grantee, for if not the deed will be voided. It can be enacted this conclusion.
To all these doctrines there is one exception: a man who was a weak human being, persuaded by his counsel, to convey away all his property to his own use. This appears to be a reasonable transaction - yet it would not be good in equity. But it has been determined in that such a conveyance would be good in the subsequent hand, knowing of the grant. The former hand continued dealing with a weak man. Summary: 1 Nov. 1740.

There is a very common mode of conveyance in this: if that is granted under a promise, which a man reduces to a writing, he shall recover the same interest, on account of the law, when he comes to renew the contract by reduction. Thus a conveyance to his own good, if the illegality could destroy it, except in equity - but his good at all events, in the general.

A conveyance to trustees to pay a minor's debt requires some notice. If this such a conveyance as that entered can come upon them & take them in? It would be considered as fraudulent. If the entry would not take up with it. 1st. law 23d. 1st. 251.

A conveyance to a stranger, there is fraudulent import. 2nd. If the conveyance is to a third person to pay debts, would not be good in equity - his good in the law. 1st. law 24th. 4th. 510.

Suppose he should convey to a wife, who he actually owns - this would be fraudulent as not, comprising the debt with the thing conveyed. A breach here of an actual conveyance if not a mortgage. If it equals exceeds the debt, it would be fraudulent. But is it not as good as to secure the entire debt? So, there would be a difficulty attending it - the other entry would not...
know what part of the land to lay - Suppose he can't get his money, unless he acquit the conveyance - why didn't he take a mortgage. A conveyance to a stranger to pay debts is always good as subsequent for charges or the land. If the conveyance have no notice of the prior conveyance, it must stand like other cases. T. ch. Ref. 33.

Grants may exist in a conveyance to purchaser, when a full consideration is paid for it because it is not bona

Deb. 482. 531.

As where a knowing his estate convey it, then to B, for a full consideration, immediately goes to changes out of the reach of this to the conveyance is fraudulent. T. 482. 531. opinion Suffice.

Answer: litigate question. Suppose A fraudulently conveys to B. B conveys to C. A bona fide purchaser - are their lands liable to both parties? If A thinks they are, if that the bona fide purchaser gets no better title than the fraudulent conveys.

Case 1st a court wholly void can't by any thing in first facts be made void. This woman is a little too technical.

But 2nd this construction will defeat the statute what by. How can you know that B was a bona fide purchaser? So do this is an analogy to other cases when the bona fide purchaser incurs.

They mean thus A conveys to B for the use of B. B then knows nothing of the use - now say that this purchaser is good - that you will observe the legal title was in B. B then is no stat declaring that a conveyance for th
use of another is said because fraudulent. But the case
under consideration is fraudulent it is to be so by

But this is a principle of policy. But suppose
I sell a note to B which is void—can the bona fide
vendor recover on the note? No.

The only argument that has a semblance of
resemblance in this. They say B can do what A could have done—
could A sell to B? Yes. Well then can t B? No. The
factor, his lien. The 140 last or the ground that
A is disabled to pay his debt. But now they let the
vendor bear the money as if twice in the house of A
—see B. I recover it. This is the only way to keep the
argument—but there are objections to this. It thereby
would destroy principles of L. Time is no care except that
in favour of T. Hence, where a man is obliged by obser-
vation of S, to change his debtor.

The acute on this point follows; they all relate to
the bona fide vendor. not extra. T. 133. Ste. 343.
 rule 123. 1 Lev. 397.

the death of the fraudulent vendor—how does the
executor with himself? The fraudulent vendor has it, use
the executor—but how, can you keep the execution?—the
vendor is good in the vendor—the vendor can sue on the
principles of the English L. I get it.

Donatio causa mortis, to this fraudulent or it includes
who pays to us the nature of a legacy that must
with the executor to pay debts L. 102. 345. 317.

the June III.
Suppose now a case of voluntary settlement that is good to everybody—the farmer was not minded unless he
were to live done to succeed for children—who were
not pere at the time. But there was a promise between him
& J. that never was broken, actually existed. This promise
is broken after the settlement is made—now is
this to be considered as a precedent or subsequent claim?
If the farmer, the claim is good for nothing—if the latter
twill stand, the real question is how the name is involved at the time as to destroy the settlement? that he settled that he is not—this is a subsequent claim
It is not a doctrine in favour to subdivision in future—
that promises the minor will not break the covenant
If a man commits to perform any collateral article
then being no debt till then is a neglect to perform a set
tlement, if your covenant broken is good.
But suppose there a bond intended into to perform same
collateral article, the bond existing at the time of the fam
ily settlement—but four years afterwards, the condition
is not performed—will this destroy the settlement?
The case may it will. But why one statute of limitation
—a bond to do a collateral act is no more than a covenant
to do. You may be run subtract than in quo
ration—but you can require no more on a bond
than on a covenant. 1 Hals. 457. Ch. 6. 971.

The stat of the 13. Ohio has created all the running
then run in man to get out of it—In our way this
have foreclosed the statute as before laid—on following
one
It is known it would do to purchase a piece of
O. H. to give his son A. or to give him any of his ran
necessarily much in debt—So he goes to O. H. buys a farm
This difficulty however can be got rid of in so 39, who will care that the son be conveyed to another where a method has been minority, that did not, do so well, a sure would go 39 give voluntary hands to his son or any body else to whom he wanted to convey - if he don't pay the hand A issued by the volunteer who's execution is bound on the hand this is fraudulent I said in a text. 30.

There have been questions of this kind - whether a man may not be guilty of fraud by giving signatures 30 with the 2nd hand for obey. Suppose I own B £100 & C, also he has but £100 now in the principle of £. C. he may pay either. But I know B is going to sue him. Again I pay all he is worth to 30 & a just debt - this a conveyance to pay a debt - is it fraudulent? The current opinion seemed to be that times will enough - but lately it has come again into view & is again settled, that it is good - justly & clearly a bona fide conveyance too a bona fide 30.

I will now make a few observations on a case in 30.86 in which is a leading case & is in substance this - A owed B £500. & is £300 of A. - a whilst the suit was pending, who has but £300, seeks a conveyance of it, to satisfaction of his debt - this was not 30 the property he had. I contained to 39 & said the trust to him with his suit received judgment & took
when there goods— & draw off the sheriff claiming the goods in his hands, for which he was indicted— how did I own the goods? There was no doubt but what the consideration was sufficient. What was the difficulty? Why he left at no pains of the goods. But does this make it probable? I turned by the & that this was due rent, the suit follows. But these things are of no importance after all— no one can know that there was a trust— Bright have done it through affection for A— but this having in hope is puzzling about— this connexion that is void in either both know. In subsequent— the state may have delayed collecting their debts are the strength of this man's hope.
A view of the state of frauds and injuries.

This state consists of nine branches, viz.,
I. To make no contract by an act or act of law, nor to pay money out
of the sums due, except only in writing.
II. No man shall be bound on his promise, to answer
for the promise, default or miscarriage of any other
man.
III. No promise in consideration of money is binding un
less reduced to writing.
IV. No contract relating to deeds or instruments or heredita-
ments, or any thing growing out of them is good unless
reduced to writing.
V. No fraudulently written, unless to be for-
formed within one year in good
faith will be of these in this order.

There is very little to be found on this subject. I be-
lieve the state has made very little alteration in
this branch.

If before the statute he had made such an agreement,
I then was nothing more in the case, without the
law had the foundation for an action.

1. A promise to pay the debt of another. This hack
are full of cases of the state — many fraudulently agree-
ments of this kind are binding. One thing is certain
—subservient A to B money, B is affixed to C & ensuing
so he will pay A debt. If there is nothing more in the
case, the promise is not binding.

But if to lay his promise causes the original obligation
to be cancelled, he becomes liable. Where the duty involves in
the promise of one who cares six and of the justice, the law
in lays the foundation for an action, the fraud.
But if the two securities remain, the former promise is not absolutely binding - thus is the true principle.

You must remark the new consideration does take it out of the deal - in cancelling the old one - if the debt must have been contracted before the promise.

In original case may in some instances remain in existence, yet the verbal promise be binding. This applies to cases where B has in reality sold A a security, by promising to buy the debt. Then B is under the security.

This is one case that is seemingly opposed to the principle - yet an examination of facts within the A.

Brings an action of assumps et calling on B. B says withdrawing your suit. A, I will pay you $50. B will pay the same. A, he promises, and B, the verbal promise. He fails because it was for the default of another. In this case, the original claim is B would seem not to be destroyed. But at any rate, it is a bar to an action for the same cause. If the case is within the A. This is not true in any part of the U.S.

III. A promise in consideration of money. He who makes the promise not promises to money - all money settlement must be in writing.

IV. A writing respecting land. Of course, no man can convey an interest in land by hand writing the terms of the state - yet there you draw out at it. A man cannot make a lease by hand writing for a year. I don't mean that a man who owns an interest in a verbal lease is a tenant for the term, at will, to be fired - if he don't go it will.

he must pay for it.
contract

The principle on this subject is that a man should make a special contract with all hands, whereby he agrees to carry it into execution, then having nothing more in the case, his not having. But if he makes use of this as a trick to get away from out of a man, he may be obliged to perform it.

Further, unreasonable terms are sold at public auctions - the rules are not within the spirit of the state, which was made to prevent fraud and injury.

There is another set of cases out of the state - wherein the court has been running into execution - then in which no party can move. The other side cannot move. He will be compelled to do it.

As if A agrees to convey Blackacre to B, B will convey Blackacre to C. Now the court will sit and say there is conformity. And they will go further. For if it accepts, he shall execute the contract on his part.

Thus it is generally running thus all through cases which is this.

They don't require the court should sit in sitting at all, or no case you can get at the end any other way than my counsel, as to the terms of the case.

A file a bill in favor of B, if in it he charges him with making a contract to convey her farm on such a day - he offers it at a very large sum it is held made such a provision, but it must, doing without the state of fraud, & perjury. Now this he can not do - for he will be bound by it - for he compact, he never
A cont.

Court proof to any other set of facts than those from which any inference can be drawn that such a court was made will make it difficult. This inference is such as I think correct.


V still cont'd to be performed within a year, that must appear so from the terms of the statute generally. But if it depend on events which may or may not happen within the year, his case is the same according to the

common course of things the case would or would not happen within the year. As the latter lies within the

stat.

I. The first branch of this statute relates to the sale

Don't see, that on this subject, it has made any

great alteration.

My reason for is this. I will go back to the 1st. Suppose an act or acts did come in to say a duty: what effect could it have? No greater than it had before; they were liable, if they

have after the act it says he shall not be bound unless it is in writing, this seems to imply that he is

bound if it is hard into writing. Doubt however in this case whether it would be bound: no consideration

But suppose it had this effect - it had the same in

the same. If there is a case in which the 2 on this sub-

ject is absent I don't know it.

The object of this statute is to let people know, that

handwritten agreements made before the statute was passed, which are not now by the statute, shall thereafter have this

power of the statute.
If a man shall be obliged to pay when he knows to pay the debt of another, and he is in writing - would he have been informed? Undoubtedly, here is a man, that wants to trade with A. Does know him? Bravely, brave. I will see you first, the promise is that being. It is to me now as good by hand as by word in writing. But this debt has been so constant, so that there are many cases which are completely out of

The clue is given to us in 1. foot 2. but it barely ex
"found" - the principle is this - where the original claim remains in full force, no promise is needed to pay the claim, it must be in writing - in other words, if the last promise comes only in one of the first, the note being enough reduced to writing - otherwise it binding, where the whole credit is given to the last undertaking, is the first conclusively bound - for the last undertaking is an original not a collateral one.

In this case, the debt is amounted to this, A is about to me B, say, any proceedings vs B. If I will pay the debt, this is clearly within the statute for the original claim was not a lost. To have made the promise, it had to have been in writing, then it would have been good, for there was consideration enough. 1 St.

This was when A and B are aft & ready - & I will satisfy you. This was not within the last for the original debt vs B was gone by reason of the statute which in

Further, if a man has in security a lien upon only
Contracts

To pay his debt as if he had attached himself. If he
quit of that security by means of the formal promis of
another to pay his debt, this promiss is out of the suit &
another, tho' the original claim stands.

But it is stated by Sir N. H. in Boston one of the counsel
in this case certainly of no decay by the 1st Bos. 1606.
The case
was this, by the custom of London when a man
becomes a tenant of another man's house, as where he
was a rent & bargain to pay rent, the landlord has
which when the party in the room to pay that rent
this is as good to him as a collateral pledge.

This promiss must altogether to pay the debt of another
as of B.S. he had a joint claim on them in favour
of D. they affairs as joint all to him whom they
had no airs I was about to sue them & A promised
to pay the damages this promiss was out of the suit &

If there is a moral obligation to pay, the promiss is bind-
ing the not in writing as within a physician is call'd
to visit a patient not by the relation. But they know
in to pay. 6. N. 186.

A same to A man if you will let me know much qaut. I
will pay you this promiss is out of the suit & But if
he had spoken I must pay you for these goods I would
this is as in the suit I must be written. Law 198.
2. 53. 60. Fez. 877. D. day 226.

A promiss in a letter is a good promiss to found an ac-
tion. 2. Kent 361.

III. Promiss in consideration of money I believe an
on line of the said came quiet as far as a person to move upon this is not so now this branch of the state is to remain settlements - A promise between the hapters of the lands in consideration is some taken out of the state by being partly occupied - because it would destroy the state if made it unloading an income of a promise by a letter of you will marry my daughter I unto settle and when her to marry her this may be very good as the contents on our part - If it not a promise between the parties.

There is a case antedate to be out of the state - the lands of the state are very good for developing under the interest of & about them - the question came up whether to sell lands growing out of the land meant out of the state - the act enact that law - because law not contemplated by the state - for the moment it was cut down it became a part of the city -

May 13th.

IV. Courts respecting land - elements of law - claim - the principle is this - if these courts are not in question, when there can be no danger of fraud or perjury, they are not within the state - there is no doubt of future one prevailing on the tenure of the court.

There is another clause of the state by which time that forms above $10 must be in writing. There are no instances of sales ataver below $10. In future.

Manors, Doweries, are not in current within the state.

When a bill files an action of the party comes into it. how it may that there must come an agreement he claims by X. & Co. 374, E. since 1823. 329.
Contracts

The rent of one third of the land, subjecting land to rent, will punish fraud. I enable a man to be bound to rent, unless you take them out. When the rent is reached on the last article in rendering a house as under the law of having a house. 2 Thes. 5:1-5, Vers. 23.

Under this head there is no case, wherein the rent has been assigned in our point.

This section has been much disputed, whether the money paid in part, without the rent being paid in writing, there is no doubt of it: but it was decided that money paid was always held in a fund unaccounted for. 14th 2, 3.

In answer to a question whether the end of fees ought to be in writing, the case says to not assigning the proof was the rule: the statute ruled that the fees should have been in writing, but the original cost, time the end of fees, money is not to be in writing. 13th 64.

But in the case where one part induces a sort of duty to demand a specific performance, the cost.

When paper has actually been given, there is no duty to demand performance.

The true ground is that the power of whom the land was not made necessarily to part to one, because, in rendering, all money paid off, then it is unnecessary that there should be an actual proof of money. 2 Thes. 16:1-24.

There is a case of a regular and honest man, a young man, when seeing the language, I set a man, and being pleased with it. In order to bear a short notice, I have been
A marriage loan as between the parties, is and was considered an execution. 1 B. 18.

A bargain with her to settle lands upon her. It was to be reduced to writing, but something prevented its being done properly before the money was paid. After while he would not comply with it, & the question was raised whether this was not part execution. 1 B. 18. 18.

In honour the promise is from another person to have execution, as when a man had promised he would give so much with his daughter. She was excused, & being pressed to carry the promise into execution, she sent some how to go it, or twice or three times upon her own. She had obtained an advantage by his promise & they deemed that he should lay at 21 3/2.

You can't settle into a partial promise as to the terms of the ante- but you may enter into further proof, to show that proves the existence of the cost.

In this case the question was whether the instrument was a mortgage or not, where there was an absolute conveyance. If, course, an enquiry may be had as to the actual consideration in terms of the deed made, on consideration of an absolute conveyance. 1 B. 18.
contract

The contract must be in writing & signed by the parties who are to be charged thereon.

Under this same question, can a parol agreement that the contract never stipulates to be in writing, be made out of the state? But there is a difference in what is to be put into writing? a certain bargain, but this is to be proved by parol, of course the rule of law is to require evidence that the writing is not sufficient of itself to make it out of the state.

I remember a case in writing was made between the parties. but finally there was not enough - was this good?

The writing must be signed - times enough.

What then constitutes a signing? then need not be any signing at the bottom - if the parties put into the instrument with a view of carrying it into execution to sufficient notice. the rule is that if the person signs it with a view to be bound by it, it is signing by or.

When there are promises entered into on both sides, one to do one thing, the other to do another, in case of non-performance the party who signs it binds, it stands in some cases and is held.

Romans contained in Letter

There is a difficulty arising theri then must be an agreement between both parties to make the contract binding - Now suppose A writes to B saying if you will marry my daughter C, I will give you so much.
When a subsequent promise was sufficient to set up a previous letter, which had been rendered useless—The promise in the letter was his offer at an end, but is needed now, before there is any settling on it, after wvver there is a full promise to do what is promised in the letter—How can this set up the letter? Why did he not act upon the letter after all? The last promise in a sufficient to destroy the first promise, which he needs, & then leaves the letter as it was at first. 1. Matt. 361.

V books to be performed within one year. That is, the sums of the book one must be performed within one year, the book must. That according to the ordinary course of things can’t happen in the case of a year. 2. Tim. 1283, 1. Thess. 246.

To much on the stalt of promise & promise. This is a principle laid down, that by a contract entered nothing goes to the understanding of the person, but the money has an actual or substantial condition, by t. Rom. 324.

Suppose a man makes a grant to B, by which he conveys to him all the land he should purchase for ten years to come. Is this good? They say no—nothing passes for he had nothing in it at the time of the grant. 1. Matt. 182, & Ltt. 141.
The consideration of a bond.

As a bond is a security, the consideration is essential that it must be of some value in a secondary front of view. Yet to the promise it must not be if it is a loss to the promisee.

This is however, not broad enough to comprehend the whole. The bond must be a consideration when there is no benefit to the one or loss to the other. It must not be that something should be done on one side, but not on the other. It must be a loss to him. If bond, he must not have to do it. A promise to do it will give him $100. A may or may not have an interest in the money. Now if B has money to do it is related to the $100. This may be a loss to it. As he said.

The nature of the benefit in this consideration if there was not an equivalent on our side, there was no bond. If on the other hand, on the promise, there must be an equal bond. But in no instance known as a thing which is impossible. There must be a consideration to make it a set if there is no consideration to a promise.
A contract is not applicable to all cases, and one of the
main principles in its formation is the consideration.

All contracts require a consideration, to be either a gift or
the mutual assent of the parties. If there is no consideration,
then the contract is not valid.

Regarding the question of consideration, the law
states that there must be a mutual agreement. However,
whether it is written or oral, both parties must agree.

In the case of a contract, there must be a mutual
agreement that should be in writing. Does this make
any difference? It is true that there can be a consideration
in an oral agreement, as long as both parties agree.

However, a written contract is more reliable, as
it can be traced and used as evidence. In court,
the burden of proof is on the party claiming the
contract.

Suppose there is no consideration, except the word
"value received." Can the consideration be implied from
the contract? The law is somewhat diverse in this
matter. But in most cases, the written contract is
more likely to be upheld.

If there is no written contract, then there is no
consideration, and the contract is not enforceable.
In this case, the consideration is not
contract

If the instrument is in writing, there must be no consideration for a consideration; for by a principle of law, no party to a contract is bound, but not to be bound, to the same human wants as a contract.

If a man a bond to be, you can recover the whole consideration, but not a bond in bonds. But in case of a breach, you go into an inquiry. If it should be that recovery, an option will be succeeded.

You must recover the whole sum or a bond from the same principles of the English law. In an action of debt, you must recover the whole sum or nothing, but in a bond that says you must recover something, here you must recover the whole.

But in an action of covenant you go into the question of damages, because this regard to damages.

Again they will not execute such a covenant as this where there is no consideration and the remedy. This will lie to the party to their remedy at law.

With respect to past considerations — to be that in past considerations does not have recovery. Supposed coming across a man which is attached of your haben. He then gives to A. A title to this contract in your
Woven are due and a thing you render at her request, but not a part consideration - the duty here is to be observed. If the part consideration is actually sufficient to the same who promises, he is bound by it; if not, he will not be bound as if of unrecorded words in An. 19, 18, promise past - this consideration the part being insufficient will bind him.

By a part consideration is meant a promise to repay for service, that have been rendered.

As the know stands, I think this definition inaccurate. You should have good recording to the table of your above. Your church being in law - if you have done another a favor without view of reward the promise is of no real. Be by the Tuller.

He may promise, fall under another's care. When a person promises the he is under no legal obligation to fulfill the promise, but is under an moral obligation to do it, this promise is binding. This is a sound rule I will apply to remain to.

By the ground a debt barred by the state of limitations is barred by a subsequent promise today it; he is not in conscience discharged from the part of the debt by the state. By 2. 14.

On some courts no ownership can be had unless a person is aware of the liability. Other versions for official
demand are often confused—but they are two distinct things, in some cases, one is not from without, the other.

When more than one agreement is made, something to be performed by the party, in consideration of what the party is to pay & the party is not required to do, so that he may know the thing is done, notice ought to be given. There is no duty incumbent on the thing is performed. If an agreement be not written, the party until he knows the thing to be done—This may be known from the court itself. Holt 64.

If a party did not know—but notice and not brought given is to avoid know. A said to B a load of wood on this condition, that he would give him as much as to give him. Now B ran A without notice. & to unknown—the reason is that B was capable to A, & right have been added what he gave. The elementary principles of it ought to have knowledge the case to understand the case to understand. The case to understand the case to understand—that is to know better than B. 432.

Upon the principle of no men's things may be lost without notice to certain cases. But all the likenesses of these kinds.

But then one case notice; there must not only notice, but a special demand also one thing is clear, many being a note is made payable or demand, when an instrument is necessary. If it be a special demand, it must be so paid in the note, the often required. & demanded is not enough—to be in every mind.
contracts

And such a special demand this it is to do further a good can be as far as it goes — but it do not reach all the case: we.

If there is a specified debt, there is a suit or a demand. This is true if to do a collateral thing on demand. Brox. 148. 889. 1. Term. 43.

Wilson 71. Nov. 59.

If from the nature of the case, the promise or discharge himself by a deed so justice is necessary — if he can't do this a demand is necessary. This may be compromised by care.

A promise to pay B a sum of money on demand, time not demanded, is unnecessary. He can discharge himself by a deed.

But if a discharge of B to A I will give you a note to pay him $20 on demand, I know nothing. I must pay you on my own way, figure to it I take the note — this note can be discharged by a deed — therefore a demand must be made. An ordinary answer to this demand is actually made.

The nature of the note will always point out to you where you can make a true and valid note. If the man ever makes his election, there is no demand.

See little, if a stone all go on this ground.

When a demand is to a corporation you must apply to its business, because he is not supposed to know all the debts of the corporation.

The case of the corporation being so an exact one.
Contracts

Differing from the 8. year of the common laws, no
8. let be any method, known by law.

In a debt, in a debt, a demand or recovery, that demand
must be stated. If he not so demand, you can win
that, a motion there will be sustained, for there
is no right to recover without the demand—there is
nothing in the idea that the jury will always find
the demand when there is a verdict for the debt, they
find nothing but what is alleged—then may fail. The
demand must be sufficiently stated, so that known be read
on special demand—shall it not stated at all they are
had it. 8. 1220, 634.

For a long time considered that a bond was to a re-
mance by the 8. to carry that was read after worth,
it being a claim in action—try a late case to decide
not to be read. Under the old idea. the 8. had it go to
debt to get a specific performance of the agreement.

And, it has been an agreement no doubt, indeed here now
bad. 8. 147. 1. 2. N. B. 287, 1. 2. 34, it.

If she come to they they are well founded of its a
agreement. In a great case hence even brought in the
question here. Shall it be considered as an agreement?
At sheet. 2. lo. 14, 191.

When the rear ground a segment of a claim in
action, enforces a demand in obey. A he to a read to
B, with it is b. own b could see in his own manner
but in that of A.

Suppose B trustee, the money to A, could be receive
it or discharge the debt? They can only: if you do you
have broke your consent—this was what you would
issue receive the money or discharge it. If the infor
you shall pay the money over to B if A is a bankrupt, or C if he had notice of the agreement, shall pay it over again on the grounds of fraud. R. 2 M. 183. 2 Do. 608.
2 Ves. 543. 93. Do. 675. 61 Ves. 515. 840.

*The actions founded on cont"*

I shall first treat of those at 1 & then of those at eqly.
I shall consider all those various actions that arise out of cont. at 1 & the several defenses that may be made to them successively.

Concerning which lays the foundation for an action are of two kinds, 1st such as an express 2d such as an implied.

An express promise is one wherein the terms are agreed to throughout & is not material that to be writing. E. i. the same as to novelty.

The form of the action is the same as a favor promissory or a written promise of to do in writing you need not state that time even if to necessity that it should be in writing. After verdict you must procure whether there be writing or writing an absolute unary.

Under the head of express I shall consider express promises both by parole & in writing.

In managed some other cases wherein there has been an express one, you may find your action on either.
Contracts.

When the terms of the contract have not been executed into execution throughout, the subject matter is such that a man may be made out of it, this is not an express but an implied one. Thus if a man should promise to him in an implied one that he will pay it to the owner, that is not found in the case as just or fair — but on the idea that a man furnished to do his duty as it can a man claim the cost of doing him in an implied one to support him for his duty.

I shall now point out to you when the act in an agreement, not an express but implied if it is not a duty then the other one is called a condition. Whenever there is an act to pay a sum certain you may bring either the condition of the cost or the cost of the act in the condition of the cost — here there are two costs and expenses and inability.

If you sue on the implied cost, the end of it is the express cost. To that to buy both be shown in the same matter — you may have two wants. The act of the express cost may not be certain it, but you may have. As an instance that you sold him a horse, if that you did not sell him, you will receive as much as he is worth — the no more than you may do your duty. In this case also you may bring rule for there is a variety of cost.

If the plaintiff was to do a judicial act, then is no test — the remedy is in demands of course an action of indebitatus assumpsit as it will be the
must be an express or tacit agreement.

In the case of community repute, there was a form
outstanding formula: at the time of the community, you
may bring your action on the community or for
private.

We see there an express or tacit agreement where there is a
private or implied agreement such as when there is a provision to do a collateral thing. There was an
express agreement when there was a real
community. If so found, the action may be brought on
either.

I will now consider where an express or tacit agreement
will lie in the same cases:

An implied or tacit agreement is always a
current - with debt on a quantum hubbat; because
current acts good current nature fully. You express
agreement is not - because the express terms of the
agreement are not agreed upon.

Now, times that action is concurrent with trust
or known. As when A gave into B's field & to his
home, not need him to sell him. Then B may use of
or trust as on known, or bring an action for the
money he sold him for. Consider 2 or his agent
to tell the home - D in this action you are [word
lost].

So if money is taken from you by another that
amounts to nothing then fraud or knowing his
money or action for money has received.

Here are cases seeking reimbursement of fruit as only and
the [word lost] see how - when the condition

Contracts

happens to fail, there can be no other or where it
happens that mistake not frise.

Thus A sells land to B
without consent, reserving it to be his land receiv
the money. If he happens not to own it, indefinites
abundant only her's to do for money having paid
by mistake, you must bring an action of implied
agreement.

The nature of the action may be seen from this vain.
So if an action of agreement will be when a man has
the money of another which he ought not in good con
science to retain.

This is not broad enough - it may be laid down as true
that when money is in the hands of A which he ought
not in good conscience to retain, an action of implied
agreement will be if there is no principle of policy
that requires that - so the first may mean where a
good conscience be ought, whilst other furnishes the policy
reip. in to prevent it.

This action is maintainable when the person is in
deliberate in a new contract. Rev. 1012.

This action is an extension as a hill in cozy can
probable be - so you may bring an action of implied
agreement for money obtained by extortion. To every
thing on the other side that may be introduced to
reduct, an equity may be introduced in that action.

Rev. 1010

In some a small of that return a man obtains
money from you by deceit this action will. Rev.
Salk. 2d.
So also when the consideration happens to pass from one
unto the other, the former may sue the latter for the
money or any other thing he hath delivered in con-
sequence; but not an action of assumpsit, &c. for the
money, § 1. 4 B. 131.

So also where there was a promise to have given one
thing to another, he may sue either the person to
whom the promise was made, or the executor or
executor for the money, § 2

To e. r. that when money has been paid under a mis-
understanding, you may recover it back by his action, 1 & 12
15 Ed. 11. 12 Ed. 14. 12.

This action may be for intention, oppression, or taking
any undue advantage, in short in every case where a et of
they would recover the coin. Doug. 65. 1

When money has been paid either 2'd as by a check, or
paid over to a loan from measure—this is upon the
same principles as all other cases of money. Money
is a circulating medium, without danger to have it
withdrawn the like from all other parts. If A stole your
house, he sells it to a lender for, fancier, B, you may
recover him out of B's hands. 2 E. 40. 130.

It has been determined likewise, that if the money
had been paid on an illegal contract, you might recover

This action lies where money has been paid on a
judgment, which has been reversed. No other action has
attained, because formerly been made to recover, on
the ground of reversal—that the other having so
only took the money, &c. that trust is a suit, he to law
who employed the officer. 1 B. & 2 E. 131. tast 419.
This was the 26th of May, 1755. This was the first month that our coast was invaded by enemy - it contains more of our enemies than those who have lived long on the coast. The enemy are not at peace - they are at war.

The true principle of judges is to endeavour to en

Then the judge of one of you to injure the
of another in this collateral way, you must con
when a money is due, not on the ground of

This principle will bring up the doctrine of
does not advance - but something new will be all

Now the 26th of May, that when two
cities agree to break a law of society, both are o
properly guilty. If one is more guilty than the oth
in the coast, because it was their business - there are
cases when they are not equally criminal, when it
may be remedied back again by the family that

But if the coast is illegal if there are bounds in wa

contracts

There are several actions that are not recognized by the law. If you have money, you may recover it back again. The speaker is acting as a justice in front of the Court of Chancery in 1843.

The court can determine on any cause wherein the debt is made to recover much or more. In this action, the parties are forbidden to do what they choose, using Bracton as though.

This is the action of action to be brought for recovery of action. For the breach of the warranty of quality, it is brought in

section 252. South W. 3 H. 129.

Ten of office are recovered in this action—this is a warranty brought for recovery of money on an agreement that the case may be. And it is again to recover a continuance of 30 days, the case where that 

section 250, 26. South W. 3 H. 129.

This is the action of recovery of money. Where you have a remedy if a recovery is made, the remedy by way of suit in equity is made to a recovery of a higher nature, you are to recover to your remedy of a higher nature. Thus section 255 makes a recovery of a higher nature—where a debt is due—must have a debt, you must bring debt.

A certain suit is brought that he will confine to 100 if he do not build a house. Again, if suit is brought that he will confine the house. Now in case of failure you may recover on this suit, or on the agreement, for not building the house.

When there is a prior agreement of a higher nature, you cannot recover upon a subsequent suit of a lower nature.
Contracts

Here is a case where the act determines otherwise, but in contracting to principal 1st Ed. 175.

Thus is the action brought for all work, labour, goods, etc., in their profession as lawyers. The principal is the Salo for all goods and so likewise for money bound.

As a general rule, all future money is paid over to an agent, which cannot and this without notice to his principal has been paid over by him in a house at any, you ought notice of the agent. There are exceptions to this. A. who has been to them 1734.

Attestation upon Sales

Here includes both executions and sales after as when the vendor has no title, or the consideration being of some funds, the vendor may bring this action, as if there were no enforceability, otherwise a suit on the warranty.

But there is a set of cases of a different complexion, where the vendor has agreed to sell, the money to pay, there is a suit, but to enforce the vendor has made a deposit. After that he finds the title was bankrupt. I would bring him into a suit on the object in regard of the deposit says to lend the bargain. Now the vendor under these circumstances, has a right to sue the vendor upon the implied warranty, but he has not to make out the lack and void of the title. 1st Ed. 1652.
contracts

If there was an unjust agreement, he might sue for that - but he may go further - he may take the deposit. He is not obliged to go on with the agreement. He may bring his action for money had and received, but to recover no damages - he recovers only the deposit.

But if the party was unprepared, to a sale - if there is a fraud, you must sue him for it - he cannot vindicate the cost. So long then as the party don't want you may bring suit for the deposit. 1 B. 2 K. 1822.

Your of Auctions

When a man bids the price in times gone by the point's times of that the things was pin of a circumstance. But the auctioneer or there was a small circumstance on them - they were bid off. If the bidder refused to take them on the ground or circumstances. The auctioneer offered to know that he told the bidder that there was a small circumstance. If the dispute ended the end. You goods and goods had a deposit been made towards them and accounted in an action of a sum made. H.L. 28. 26. 2. 3.

The cost laid upon on June 6. This distinction you must remember - when paper is not declared so that the duty was, although the case was a good one - yet if there is no circumstance is not known by the time, you are not bound to perform the cost, and where the duty has charge of outside the proper, the man must stand to his bargain.
AND IN CASE THERE SHOULD BE ANY CONDITION ATTACHED TO THE CONTRACT, THE PARTIES MUST BE BOUND BY IT, AS THEY THEMSELVES HAVE AGREED.

AND TO BE A PROOF OF THE SAME, IT MUST BE SHOWN TO THE SATISFACTION OF THE COURT

AND IN ORDER TO MAKE IT EFFECTIVE, IT MUST BE SHOWN TO THE SATISFACTION OF THE COURT.

I. If the money has been paid, it must be returned. See 11th, 14th, 15th.

II. If the money has been paid, it must be returned. See 15th, 16th.

III. If the money has been paid, it must be returned. See 16th, 17th.

IV. If the money has been paid, it must be returned. See 17th, 18th.

V. If the money has been paid, it must be returned. See 18th, 19th.

VI. If the money has been paid, it must be returned. See 19th, 20th.

VII. If the money has been paid, it must be returned. See 20th, 21st.

VIII. If the money has been paid, it must be returned. See 21st, 22nd.

IX. If the money has been paid, it must be returned. See 22nd, 23rd.

X. If the money has been paid, it must be returned. See 23rd, 24th.

XI. If the money has been paid, it must be returned. See 24th, 25th.

XII. If the money has been paid, it must be returned. See 25th, 26th.

XIII. If the money has been paid, it must be returned. See 26th, 27th.

XIV. If the money has been paid, it must be returned. See 27th, 28th.

XV. If the money has been paid, it must be returned. See 28th, 29th.

XVI. If the money has been paid, it must be returned. See 29th, 30th.
The mode of closing a contract of a man with an anty, in which the payment is to be made at a certain day, if the other party agrees to it then the party owes.

But suppose a case where the party is to be sued—doth a man owe a house to sell if his price is £20? and I will give it—how if nothing more is done, to sell the house of either party to settle the contract—so if I take the £20 the house rests—how if I imagine the house the bargain is consummated—I try to be performed, but the case is the same.

If a vendor after purchase makes a defence of the want fulfilled his bargain, the defence is considered bad damage or may be returned. 1 P R W 36.

Further Observations respecting sales.

A covenant to sell at auction is a contract with all mankind that the highest bidder shall have the whole. It seems his object to have any body to bid up the goods at a certain price.

This point was one up—the auctioneer was told by his employer not to strike off until at a certain price—but the auctioneer sold to the highest bidder if was said by his employer. If the act determined that no action would be long 39 C.

Another question has been raised whether an auction in may run in his own name & he determined that he may—be a tear upon the goods 143.
Whereas the defendant is in the suit of
To what extent may a person in this country
I don't know. An action for a wage due upon the hap-
not happening or not happening of some event. In a late dea
will be agreed that the is so. If Justice Basket is to
is equally remote to point him after born 7 7. 7. 7.
2 I. E. 1 692 Burr. 2493.

This action in this court must be an action after
there is no indisputable.

A veteran who has ever been in court it is not the subject of
this action — you could sue him on a minority. But
I should think him not to be kept to a jury, whether he
be taken for bono or not. 1 I. 6. 1794.

An action was brought at a federal court. This under
book is prove that this court was reduced to writing, if afterwards to shew that the minority was
done away & different times agreed upon. But that it
would not advise it.

If a man of any kind is joint, whether it is not on
court or bond, the suit must be brought in all the
contracting parties. By this, is meant —— and if you
don't do it, they will settle your suit.

They can take advantage of it because must —— to
the so advertisement, you may sue or of them or
them or your moral obligation. It has been
made a question whether it would be good of you to
remain all when you sue one, but to settle such a suit
is good. ib. 319. 2331.

A man is bound to B for 100 X A promises to
pay it. This promise is not a negotiable for you can
But first if there is a new consideration you may pave the present - this requires some explanation - this is the case to support it. I hold a note in $120 due where you owe me $40 on a bond. I say, I don't know that you have a bond in my name, if you do, I will pay you now what is the consideration - why say they the bond is at me, bearing it back in 137, 157, 179, 197.

The old 317, 377.

A new voluntary making new entries into it to be an action as the question then arises the person who did this had a well-grounded prospect of a reward but not of any fixed certain amount.

Holt 105.

Then often this is the case - person has in possession money received for which they expect some compensation when they are not off in the world, or are married - there is no cost, if so far as a voluntary making - they have always been almost expected to be married.

Holt 158.

If the thing in the nature seemed to be a movement of the person who did it, and the officer of the other party, will tie him to the jury as if there a construal, will not be a question of the new power to tie him to then.

Ch. 158.

Some illegal contracts

When the consideration is illegal, there can be no recovery.
Contracts.

When two parties jointly engage in a contract that is illegal, both parties have the whole of the fault, but neither is not obliged to pay his proportion of the loss in his whole.

If A and B agree to pay the costs on the ground that it would be more convenient for B to pay, B is not liable, but if A pays, then B must pay his share. 3 Ed. 2, 716.

The knowledge of the parties that an illegal act was to be made of the thing sold, is the rule when legal shall make them suffer. 3 Ed. 2, 746.

Suppose a French subject sells a quantity of hemp to an English merchant. A knows that hemp to be smuggled into Spain and to continue, that it shall be smuggled. A refuses to pay when sued on the ground that the contract was illegal. But the A say, I shall

Thus the case of hemp is an illegal contract, as we said and 160 words of indemnity be made illegal act.

If A is however, the distinction of science a more than an illegal act equally. If he could not have at the time that hemp illegal, if he had no reason to suppose the omission of indemnity is good.
contracts

As when I bring B to a tavernkeeper, there, a warrant from the st of stuff. I require the tavernkeeper to keep a journal, a sort of remittance of the man's part of the warrant: I gave the innkeeper, to be paid, not for the inn, but for the man's part of the warrant, and not for the warrant: but if my thing taken to

So now promises to pay if I will do what he thought to do without the promise, and said, if no winning, one to hand upon th. 8 of any thing taken to

B makes to borrow money, to buy goods. In order, on three levers, I make it, now, our demand. He shall have half the profit of the money; as soon as I get his note, he may B & remove his money, if there is to have one half of the profit, or wear this money, for it would not be for no interest, nor succeed.

Law 116, 112.

Invaluable considerations, they no foundation for a relation. What they are may be difficult to understand. The last can be this—when a man promised to pay so much if one would make a breach of trust of a

Law 116, 112. Then there could be no money for the consideration was founded, he could have inferred the breaching at will; at will at my command. I said.

As when there are, Specialties.

In this case neither is really so officially, as unless something. B his agent, if take a consent from him under hand, I feel that he appears account for all manner of the said being in duty as part as, he received.
the money, the it delivered that the action now
not lie. 2 Ch. 1009.

This case is mentioned an account of several persons
— where such a covenant has been made & they
have actually come together & showed a balance, he
do that he action of gift will lie on the express
promise. 2 Ch. R. 286. 577.

This way of them is no express promise, and let the
it will lie you must refer to the article. I
sent reconcile these two things shall.

The following because you a great way to make a
and a vegetable instrument. Agree of a hand, origi-
ning on the rank of it a promise to pay it is you know
or of a — they make the except on this present in pa-
word of to the a promise. 2 Ch. 3. 1762.

In this way you make one how real the.

The y. a. as be known who may bring this action is
that the person to whom the promise is made and it
only has a right to bring this action.

This is however where the person for whom not.
it the promise was made away leaves the action —
this class of cases is usually confined to the action of
the promise to whom the promise was made. This
will probably go so far as that the case you was at
least may bring it.

Let us see whether he was—

A man had a was to daughter on his death he to go the land to be
own his final was only sufficient to pay the debt.
Contracts

To promise for his daughter he was entitled to under the act of 1824 that term for being adopted in order to save £1,000 for the purpose. For me to save $1,000 for the purpose of... from the act which was enacted to save a £1,000... thus save a promise to the father for the purpose. The case was of... for his rule... who was to save him on the promise? The act was in... in his own name & the act suited to the act 1 And. 6. 118 132, 1. 822.

This has also been decided in the U.S.

There is a case in which respecting money being paid by mistake to an agent - you cannot recover of the agent but of the principal. 66

The may one need be sued

do always find the employer as far as you can that if the
other, this is to be determined from the nature of the
transactions, if he receive the the only the act is not found in
112. 348. 1 B. R. 2610.

Here is an case in which all this doctrine is contained.

In a governor of trusting to his agent in behalf of the British government & proceeds to pay an action was brought on him in his individual capacity of the act but the action against the act meant was given to a man as agent. 1 D. P. 1812

A captain of an English sloop of war went off to sea to
a town & the creditor under hand & just to pay for
the contract for the long-term too the action
Contracts

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I resole that I am to be in him, or his creditors, and
by 17: 2, 69.

If your do take up a debt or a bond, and have given
your consent, it afterwards take up or sell it. If you
have always put in work enough to pay for the debt
let it be taken given or sold. 17: 2, 69.

Partners in Trade.

As to the question when they may be said to be a
partnership. It is concluded, that must be made by
agreement to share in the profits, or when a
partner pays into it, and amount to real and
remunerative. If an interest in payments, or his annual
return could be he is a partner, he is bound under
1: Pt. 1, 91.

When there is a number of partners all, and with each
one - The exceptions to these two cases stated by the
results - they establish a principle which shall now
be considered in. 1: Pt. 1, 92, 93, 94, 95, 96.

When there has been such a remuneration by trust or action,
between the parties that the same is in favour of
excess in favour of them all one of them are
resenting me.

When a partner dies, if the partner in remission, and the
one in all circumstances be in action, the right of the
one partner to the property goes to the estate — the right of
being paid goes to the remuneration. If you can get it out of
the creditor, you may get out of the estate.
Contracts

If payment can and you agree we an all - if not it must
be paid at the present 2 3 0 1 6 9 1 5 4 3.

If there is a hand agreement, in before it comes into
execution, there is a breach, then may be a discharge
by justice - but after there is a breach a hand is
charge, without conversations it was present - if there
medium, but accord is a discharge without consid-
rarion. Ex. 10 0 1 1 1.4 3 3 0 1 6 4 0 1 5 9.

Then an accord return where are mutual promises to
a person for promises. If agree to pay 3 3 0 1 6 9 1 5
which 3 has done, but we know
now for the recovery of not recover. But if he promises
to pay 3 3 0 1 6 9 in consideration that I stand to
deliver him a cow, I may sue at any time, or when
there are mutual promises. Holt 8 5.

I shall now go on with the terms of how a
man may make a Tendue, Award, Accord & Satisfaction.

Tender

This is a good defense in all cases wherein there is a
duty incumbent on duty to be performed. A tender
shall eventually produce the same results as the time
shall. But where the challege dispute when the guest
of the action arising in damages, tender is
never a good defense. In this it is the case on all
cases of lost something in damnum.

As in B - tender by B is a good defense

not in B - tender by B is not a good defense.
This applies to an extensive and to an extent which in this volume discard the idea of a sale, though they, in a debt or engagement—because the expression that it should be the request to the law to impose an action of reversion. It is imposed, which requires a sum of money. It is imposed, which requires a sum of money. It is imposed, which requires a sum of money. It is imposed, which requires a sum of money.

It is unnecessary that the rate should require the sum of money to be paid. To continue, the market price is so well known, that a market may be good on a market in current. But in this case, there must be no standard.

Indeed, if we agree to pay a debt on a sum of money, there is no market to turn it from the market. On whatever account, it makes it—what? It has no name, as been reduced. Exod. 12.

We can explain what is an offer. A comes to B and says, I have bought you your sheep. B says, I am ready to pay it, for that value—this is no burden, be ready for it. That is he must pay two to your moneymon. Ex. 115, 560, 115.

With respect to wash & other stock, it has been held in, that an offer to transfer stock, at the true market upon no good—no actual transfer is unnecessary. Ex. 772. Deuter. 686.

As one fees money, he gives & brings meaning to pay you as I observe the mean, meaning the latter way of why it is meant. He in another 3, if the money is to be taken as burden.

From one a question whether the man must next
contracts

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A question has arisen, that is important in the
N.I. whether a mortgage which is made to run
the term of the land, it may not run the
unlimited - both is no time unless it shall

change.

A question has arisen, that is important in the
N.I. whether a mortgage which is made to run
the term of the land, it may not run the
unlimited - both is no time unless it shall

change.

In the N.I. they may run till there are no money
I insist is given to so few

As to value, to be trusted - it quality they must be
supplemented unless otherwise agreed.

As to the effect of a lender - it was considered to
discharge the debt or duty - in other case, such dam-
age necessarily.

In all cases where a lien is created a lender
does it - which can if a mortgage was held for a
fee - a tenant of the discharge, the mortgagee - when
was to the lender of actions not money a tenure of
21st. There is no ease there, into an issue of market money, or of the debt in d duty, prorogation. This is a duty, unless, but to a different one. In 21st. makes the revenue value of the money to the owner of it, you must recover on the rate of the revenue due to the duty, the principle of cost the former rate must be discharged. To any Danish court, right on the subject.

In a governing principle of the law, duty, that whenever money, money money, the own advantage, as if he had paid it - this revenue must be viewed as liable to this revenue, who is to use and more diligence.

This was a provision in the treaty, 1785, that we should be reimbursed, but he paid the object was less than the expense - than this a great question amount of the latter part of his to procure, the collection of these debts, in the face of the treaty, if the produce may like to produce a mulct.

In case of a mortgage, a tender delivery, the lien of the debt, duty still money, to prove that the money is liable of the money, or bill. 205.

When a man makes a tender he may lose all the benefit of it, I again become a debtor, if he is going to divide the money which called for he must do all that, and the demand must be reasonable, or it ought to be made at his house - for him supposed to have the money in his pocket. 21st. 31st, 1785, 1786. 1 Bronneby III.
No man shall be a judge.

When the consideration actually passes to the tenderer, there can be no difficulty — the tenderer shall have all the benefit of party — as we care of a man — because the tenderer has bought the money. Sec. 227.

So if the money is complete & effectual at only, there can be no difficulty — as when some men to buy stock on a certain day for $500 — the men were ready to transfer at the place of on the day & there was no money. & the act is without for you have money given at only, but there are cases which are otherwise laws. Sec. 230. 2. Sound 352. 1st day 15. 924th day 396. 1664. 1st. 974.

The absence of a party so that no tender can be made under one unnecessary. Moreover complete proof must be added, & then the tenderer is entitled to all the advantage of an actual tender.

At what place shall a man tender? —

Then the suppose no place to be fixed — A knowing a man B to tender, he of the tender must be made to the person — what is meant by this? — I know an Englishman — I give them on the day the tender is to be made, & finds that B has given to Vermont — now he need not follow him — the 2nd mean that you must always tender to the person — I in this can you have tendered, where he was supposed to be.

But had A moved to Georgia you would not tender at all. 4th — you are subject to his removal, & you must tender at the house where he is fancied.
to be if he has no house. A door, if the manumitted is so that you can’t get at him, you can extend from

burning him.

When good can be done the place should always be

But if no place is found the legal construction is

that it shall be at his dwelling house. If he is

room, you need not to harm him, unless in actual

amount to save them you can.

the within it this is a $200 each where there is a

manumitted to see the persons at the house to

ensure them to deliver them at once place, if it

would be no greater detriment to him, then when

the persons it seems to tend

Suppose the house is owed on a note or deed

sold to if it is of manumitted, where is $200 to be

drawn? It is wrong. If he puts them to deliver

the & frustrate the arrangement, if I may be a

bannmer. I & J say, Now is one knows I

owed this money & J is a bankmer who did you

leaves to have, what is to be done? The princi-

ple is that you are not to throw a quid pro quod

as there is more than one, see her before the

Sec. 3, 84.

Suppose the day paid & the house made certain for

being “payable at the Michaelmas day or within

month of the” which may be under? The Michaelmas day if he

find the note at home, means if not to make

the today good, if must be on the last day of the

note in not at home, Sec. 87.
Contracts

So if kept in the mind, or in law, must not the same. A good way to keep them in the mind is to repeat them to yourself daily. If the same is not repeated, it may be forgotten. In this case, it must not only be the last day, but the most convenient part of it — if he means it must be so that it may be repeated in daylight — if he gives an hundred yards of cloth, it must be measured by day, light. Case 172, 180.64. It may be

Sometimes the business is such, that it can't be made in the most convenient part of the day. As when you must go within the hours of business being ruled by custom, 2177.

If the place is certain, no time is fixed, because it is on demand.

Demand means nothing. His he tender at any time, the 7 in the provision must give notice, that made to the time of them in no reasonable objection to. 2177. 180.92.

If the party sends at the place the other from, the no time is fixed, a tender at that time a good. 2177. 180.111.

Hence to in things in good, the be nor only the equitable party, yet a tender may not always be made to him who has the equitable party, as in case of a ready for him. If he refuses the tender, he must be tender to the contrary, the same would be good. 2177. 180.115
contract

of Trading a Span.

To make the goods you must state the day on which
three weeks—so that it may be known that by this
time the proper time—when the ship will leave
the utmost convenient part of the day
but the do not require you to state the hour.

2 Cor. 10.

If you are at the place, if the person is not there to
receive it, the time being fixed you need not plead
that you intended—but that you were then ready
to trade. If that nobody was ready to receive it, he
will make your plea good; until the trading was
about, you must show no regard to anything
1 Cor. 6. 32. Deut. 189.

If the trade is such that all duty is discharged, you
need only come a trader at the utmost convenient
part of the day, to 2 Cor. 10. 1 Cor. 7.

If all duty is not discharged you must plead that
you intended that you were, that you were still ready to trade, I
that you do actually trade the money in it. thus
you may do to discharge yourself. 1 Thes. 144. rev. 9. 10.
at subject.

All of the debt or duty, sooner at the time of the
conclusion you meant it meant, add that you were always
ready.

I should say this was not necessary to be known
from the debt should repay, that he made a deposit
A man required. The trade is at one struck up—if the
money is not in it. if your argument is increased the
benefit of your trade is lost.
The thing brought in belongs to the suit - the suit goes on.

There are some states & others also where land is allowed of the new uncertain & the new part of the place - at & then is no such thing.

Sec. 1827. 1st 1857.

Second & Satisfaction

This is an extensive defense, making further them known it may be universally all actions of tort, & all costs can bring a single legal by the & 3d. it means a taking & a verbally receiving something for an injury - accord is the agreement & satisfaction the result.

In a suit much costs when the debt grows by the specialty - contracts with & to pay how so much damage, if he don't build him a home in six months - this don't grow out of the deed. But if a citizen into a bond for so much money not depending upon a subsequent event, the debt grows out of the specialty & accord with satisfaction is not a good the now and accord can't destroy a specialty.

Under the bargain that a man may plead from to a bond - but in this case amen it to him said that here accord & agreed to receive the sum specified in the condition, towards be its equal in payment of the amount, than that under the that you can plead payment be made without paying in writing. 1 Brent 184. 1st 1857. 1st 1857. 1st 1856. to 1857.
This point has been agitated but not settled.

There is nothing in a real action to commit to the present action. It is not in the former because it is a case in title. By the 1st of the land, the 2nd is to be done by his debt. It must be a foundation upon which, if not right, to compel a conveyance.

An action to be good must have two qualifications.

1. The agreement must really have some consideration, which will be the foundation of an action—it must be of some pulping advantage or disadvantage.

The thing done must be the main thing. Suppose A brings an action in 18 for taking his cattle. A sues that he must agree that this business should be settled. If that A should have the cattle.

And the thing must be a full satisfaction. This means that it ought not to offend the eye of law, that there was a full one.

And too that it must be certain.

The thing done, this agreement must be certain, the thing agreed upon to be done must be done.
As to Reading.
One old English mode has never place to a new one
nor vice versa. In the old one which is that the first or last a
quest to take such a one if the first demands if the
last accepts now they have nothing to do with us
we - the first says the last ought to be benefited
because it gave him on such a day a certain sum
the last accepts it as satisfaction. V. Po Th. S. 184.

Minority in Infancy.
This is prima facie not very easy - but let us, if
possible, look at this as such amount in case
matter but by one sol capar on an emission - time
if the infant is indeed the first in question about
the first may reply that he is within the age of di-
cision, V. The first deny it - the fact is left to the jury.
In turn the infancy is no defense.

The old act is an act in an infant being taken
for fraud in court. The modern act does not treat
part with these decisions.

How the 2 became so established don't know the
old act is admit that he may be indicted for
fraud - theft, justice Parker, the Bureau of Manufac-
ture then do liable to these divisions. V. Shall may
be health for fraud in a court, or for reasons in pro-
curing a court.

Infancy is prima facie a good defense to all acts
we safety can be made to this line except in two
cases. It may be annulled it may for theining
§ 11. That when the debt came to full age it became

and to hazard.

In an action of debt, a minor may be sued in his own

grown up and under the 17th year.

So do in ecclesiastical courts, that you can quit it
in and under the 17th year, because all suits of

but this is not true for you may in suit.

you put anything that shows that the debt

not to recover.

So the suit of infancy, the debt relieves one unim-

that relieves the debt, case again. The debt then

does differ, but can only transfer the necessity.

If the action is brought on a bond, if the debt is

infancy, the debt can only relieve one necessity; he was

he is worse on the original suit.

The real ground of an infant's liability, is a prin-

to the infant to be bound by a judgment so

that you may supply one to a debt of infancy

consequent power to pay, which relieves the

original suit— if the suit was originally void you

must bring your action on the subsequent

then in no case relieve the action in brought on

the subsequent provision.

The suit of infancy, which has been brought on

in favour— if suit in answer to any, under the power

of this, or a bond its must be read literally in

your plea of infancy to have you must set out.
contracts

what the duty was - no implication can be drawn to
the jury but to convict of it - unless the fact stated
in the plea does amount to duty - then you may be
sure of it.

ILLEGALLY IN A DEBT

This has been already considered to decide the other
defenses in this as the case may be - for when you
are upon an illegal debt, you state just what the
cost was & whether states too of course, demurrable for
as illegal or the fact of it - still illegality may be
denied when it does appear when the face of the debt
- as in the case of a note of hand at four which
is a security for an illegal debt - here you must
plead what the illegality was, & then can be no
answer but a denial of it.

JUDGMENT

This is also in many cases a bar to an action -&
the B is you must in the same eye in your
presentation that you did in the other, you are barred as by
the former judgment. This is conclusion in all cases.

Release

There is one form technically called a discharge that
is different from a release. A discharge is like this
A contract.

A contract is a legal agreement that binds the parties involved to perform certain actions. It is a written or spoken agreement that establishes the terms and conditions under which the parties will exchange something of value.

In the example provided, the contract states:

1. The parties agree to deliver 100 bushels of wheat within a week before the wheat was ready to be sold.
2. The parties agree to this as a discharge of the debt mentioned above.
3. The wheat was delivered and signed for.
4. The parties took the wheat and paid for it.
5. The contract was signed and witnessed.

This contract is an example of a simple contract, where the parties agree to exchange something of value. It is important to note that the parties must have the capacity to enter into a contract and that the contract must be legal and enforceable.

It is also important to note that contracts can be oral or written and can be made with or without consideration.

In the example provided, the contract was signed and witnessed, and the wheat was delivered and paid for. The contract was a legal contract that the parties were bound to follow.

A contract is an important legal document that establishes the terms and conditions under which the parties will exchange something of value. It is important to have a contract in place to protect the rights of both parties involved.

In conclusion, a contract is an important legal document that establishes the terms and conditions under which the parties will exchange something of value. It is important to have a contract in place to protect the rights of both parties involved.

This is an important subject, and future topics will be discussed in more detail.
contract

for the same cause which has been submitted. An award is an opinion or a form submitted to the nature of a judge — This is not only a case where the party wishes to take advantage of it — but it lays the foundation for an action, where the party wishes to take advantage of it.

This award is a defense in all legal actions, except when the rigid maxim operates, that a verbal award is no bar to an action on a specially, when the debt given by the deed itself is in the wording similar to the award & satisfaction — but if there is a verbal award it be a bar.

An award respecting real suit is nugatory, and can't give a title to the land, but have as well a

when a bond was submitted, if there had been an obligation to abide the award, should there have been a suit on the original cause of action, the obligation would have been enforced & a remedy had of

The arbitrations are opposed by the parties — the sub

parcels one of two kinds, one by lot & the other voluntarily in them in the form of an additional security. But, of the prior, contrary with the award as a contract of it, of the common liable to an attachment as incident to all to have the former.

The power of arbitrations is very great as the

the parties may conduct it — they have, if uncorrected, the power of a cause of law & try to settle the dispute.

Know that there is no real — they may not only introduce legal testimony but each may appeal to the other, & where — they may go all that the frontier can be & put a full in order.
A contract.

When the parties bind them to the A of B  &  C, they have a must act on the A and B—of A to those of B—of C to those of D &c. &c. &c. if they don't so act the reward will be not asked.

The arbitrators can award a collateral act to give in a satisfaction of a claim which is of it can do—let this be controllable by the parties.

An award by panel may be as good on any other to entitle the parties to a warranty as it—the award may have as much as a judge of it does.

You may bring an action of debt on the one or the other to enforce the award—the usual way is on the usual promise.

The subscriptor may be by panel or in writing—by the writing the award may be in favor—his too may be restricted by the parties, and the restrictions can vary on and by law.

The usual way is to make the submission, if they give a bond conditioned to abide the award.

This bond can't prevent the warranty on the award there is nothing merged in it. The original course of action is swallowed up in the award—but the bond don't swallow it up & certainly not the award—for the bond is previous to it. You're having a higher ultra don't prevent one on the award—for it don't merge the award—to only collateral with it.

This only so long is irrevocable at any time you please—the consequence is that it is very often desire.
of the arbitrator's decision, in the event that it was found to be incorrect.

If the arbitrator's decision was incorrect, he should be held responsible for the error. He should also be required to pay any costs associated with the arbitration process. If the arbitrator's decision was found to be incorrect, he should be held responsible for any damages incurred as a result.

The arbitrator should be required to pay all costs associated with the arbitration process. He should also be held responsible for any damages incurred as a result of his decision.

A decision by the arbitrator is final and binding, except in cases where it is found to be incorrect. In such cases, the arbitrator should be held responsible for any damages incurred as a result of his decision.

If the arbitrator's decision was incorrect, he should be held responsible for any damages incurred as a result. He should also be required to pay all costs associated with the arbitration process.
The common way is to give honor to a deed by the award—choosing some one to arbitrate, or selecting into partnership, to agree that if any dispute arises, he shall submit it to arbitration. Is there any hard-pressing man to arbitrate, is the decision ruled by this present agreement?

If it is true that he shall settle his debt successfully, what is the office to submit? Is the other in favor, or the arbitrator want toward? There will be no objection to his picking a bill, so too if they were a bond toward a bill, I can do this. Ask 946.

The state of the submission depends on the parties. The arbitrator must agree in their award or to void, unless the parties otherwise agree; for here is a good duty that all must examine. It cannot be superseded. But if the submission is to the arbitrator, one of 946 or any two, an award by two is good, so if there is no reservation of this kind, it can refuse to act, but may proceed.

In submission may be invaded, therefore the party may sue on the original cause of action, as well as before.
contract

If there are two or more who join in a subant
now, we can't revoke it - for as the subscribent
is good for all until it is submitted in the

Married by a woman is to be an implied sanction
from which she has submitted. The case must be
viewed, but the L. is not bound down by clerlocking
written.

Who May Submit

Any person may who can make any other contract
if he can be induced to submit a contending method
and he be bound by the award.

If at any time a question arises and he himself is
a matter of dispute, an award, the matter is at last
completely put at rest - the matter is bound by his obliga-
tion. Let me say a word here.

there are two submit - disputes of the parties - yes, the he
formerly said. By submitting he may in some cases
forever settle issues that he might have got over
than the arbitration gave here. If this being shown, he
must pay the difference - but the parties bound by the
award.

Who are bound by an award

Here only who are parties, by this method, that there who
are not parties can not be bound, unless the party agree to the
the court found their. [Add. 178 D May 15, 1845, p. 19]
Suffer them, many creditors, who agree to be held to restate, from what a bond they have bound by, it is much as he who gave the bond. 16th 3.

Every thing that the 4th party, in sight of the 2d that is every defence of demurrer, or demurrer is an invention. She is bound the burden of the debt. She is bound the burden. If she can deny it, denying or denying to not so.

It has been to that when an assignee has been made in a testator of the debt, no action of debt could be brought on the estate, because the assignee could wagg' the debt. If the estate could do it, but this is not so now, the estate is in a re;


This is a defence in every thing, except when the debt grows by the debt. Originally, because there are certain things, which none think it not capable of being admitted to satisfaction, or that cannot concerning them can be final. 6. 649. 60. 929.

If there is a submission, when, the bond is given, it is refused to admit the award, the bond is perfect. 3. May 113.

Who may be an Administrator

Here is some difficulty—some certain relations may be an administrator, but a debt of debt is not. Is not in sure, we can't receive the test of reason. For it, we can't. If not, in the and of either or power and, the price of his the many, antique, and, at the time of. In the so to the administration is to attention, but it makes the debt. 42.

I know of no case to the contrary. May 45.
Qualities of an Award

This may be shown by pointing out what will make an award bad.

1. The award must not exceed the power, i.e., it must be about any thing that is not submitted to the award. If it is to be far afield, but in the whole and I think firmly upon equitable principles, when injustice is done to the whole, the whole will be void - if part comes, injustice this except in the Inst. 1, Ed. 302.

"All actions final and final this" By this is meant all actions existing at the time - not grounds of action - if the wrong had been action, I think, they would have included all, even if "injury" towards harm in the same.

Whether they may award any colour of thing, in order for a legal warranty, on every thing of the same kind, as evidence, this is for the protection, I think, they may do it, I do one, many of the cases 3, Ed. 1831, 1, P. 76.

"All damages" include every thing, a quantum demum 3, J. S. 126

When partners in House submit all disputes, the arbitator may dissolve the partnership - he cannot act to enforce this contained in the subscription - but read in the Inst. 1, Ed. 8, 471.
As in cases of those upon which there is no
right to expect any aid from the public, the
presumption will not be used to absorb the
defendant in any one of the public
proceedings. But when it shall be satisfactorily
proved that the defendant is not entitled to
the benefit of the presumption, it shall be
excluded from his case.

As for the case of the servant, the general
rule is that the servant is liable for the
wrong done by him, unless it can be
shown that the servant did not have the
intention of doing wrong, or that he was not
in the service of the master.

On the other hand, the master is liable for the
acts of his servants, unless it can be shown that
the servant acted without the master's
consent.

The case of the servant who acts without
the master's consent is the same as that of the
master who acts without the servant's
consent. In both cases, the master is liable for
the acts of the servant.

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The award must be reasonable - not possible - not merely physically impossible - for if they were any things where there is no combination proxep to effect this or the option of the parties, then that would be impossible.

The award must be reasonable - there are certain things, unless they be unreasonable, these things which cannot be supposed to be in the continuation of the parties in business.

There are some nice cases in the book, in which money was to be paid at the house of a stranger - this was thought unreasonable - because it might perhaps be paid for two parts - but now such an award is good - in general any thing which a man is to do by an award that must be supposed to be done under the circumstances in which it would be unreasonable. (E.g. 26 C. 3. 354.)

2. Add. 305.

Another quality of an award is, that it must not go against morality or itself - unless there was an absolute necessity that went beyond it - as when the award was that the goods should go to the better country - to the profit of the buyers - thus they pay over a bad award, because it is not disadvantage.

There is a case where at no more § 2 as or as absolute, the arbitrators awarded that they should entertain - thus award was bad, they are on the ground of real advantage - this is doubtful - to decide unreasonable, by some of their own hands. So titles here, which in one man are...
right to keep. The arbitrator awards that sum. This may happen by the & to be committed:— 
the uncertainties of time may be overcome. per it might save a lawsuit. (288, 2)

The award must be certain. The old A. was that it must be certain on the face of it. the B. is not so. any thing is certain that can be made so by my evidence as where they awarded that the costs of a certain amount should be paid. this was uncertain on the face of it. & void according to the old A. not now you may make an amount that the sit, name so named. & the sum that the award may amount to. But if the award that at first & no much as in most common, be ought, would be void by itself there. A. 
2. Sam. 292.

In another case the award is in favour of B. that it should not null it but. I shall give a bond that he would then there is no uncertainty for them in no case if paid, that shall be inserted in the bond. (320, 5, 297)

(393. B. May 423.

In addition to this A. of making an amount, the did have your further— they may, take the whole award upon such a construction. (391. B. May 10 276.)

When the practice of making awards in the alternative was introduced, was not to be uncertain— but is now with this alternative. (299. B. 294.)

Any uncertainty in the award differing from the description in the submission was formerly held to bind— but is not so now. This may hold this in amount. (296.)
The award must be just — not that their sums can be any more brought — but that there shall be no suit on the original cause of action, because if a bond is given it sets the foundation for an action, the party who has paid, to recover what he paid, they awarded that all these suits should stop, did it relieve them? They awarded that each party pay his own expenses, that he pay to the party in the suit to the suit, but it is upon the original cause of action, because this is fairly inferred from the award. (See 25, s. 98.)

They may award a thing to be done at a certain day, but it must not depend on a cause, if it does, it voids John Wi. 2, s. 64, 83.

**Construction of Awards**

This must be considered to clear up the important question, whether an award void in part, invalid the whole void. But 2.

The 3d. says, that the intention of the arbitrators should be considered, if the award taken literally be.

62, 84.

It is not now the intention must be so much regarded as in a will, the moment you find the intention you establish the law, such a construction is to be given as to support them if possible. (See 25, s. 612, c. 845.)

**Award of Debtors**

This if the A. wishes, there is an award on both sides.
and the parties accordingly instructed by the arbitrators or de designated
the award is void in toto. Where awarded to pay 16 for
lack work, 10 to pay 15 the former part was void
- You shall 9 pay the 25 if not if he can't get the last
work. 1 2

p. 133 to 132. 7

When the award is out of the subservant 1 the a
ward one aggregate sum, he void in toto. And the con
of the home London mentioned in a former decision.
132 to 132. 7

If any part of the award is void yet the mutual re
used by the arbitrators is obtained, the award is good
p. 133 to 133. 2

Who for the question, is the award good in part bad in part? This is unimportant—the old man that wear
and in part, time, whole, void. The present of it is thin
being void in part, sometimes makes the whole void, som
tines not. When to void in part & to made on our part
only, the whole is not void, if the parts is willing to ac
cept what is rightful— 18 where 18 18. This a con
vency—his awarded that I pay 13 for a thing sold
in the subscription & 10 for something else— 10. So this
void? to void as to the 10 the not as to the 130— if 10
is willing to take up with it 10 must go & leave it. payb.
130. 4 66.

As to the form of the award, is neither written or
verbal, the 10 is this—his inescrow with the parties. You
made a subscription—unless the subscription is written the
award must not necessarily be.

With regard to the point, how far the arbitrators must
alike by the provisions in the subscription; respecting the
form, the 10, if they make any out of provisions that
can apparently give effect to the award, it must be in order to make a deed of settlement. 

Performance of an Award.

It is unnecessary that the award should always be literally performed, s. 132, 133.

When a performance different from the award is sought to be had, the performance is shown that he would have a different performance, for it would accord with the nature of the award, as there is no penalty for the performance of the award. If the performance is performed by the other party, so that it can be performed, he may file it as an answer — then he must prefer to perform.

There is one question raised different from what it used to be — payment is required to be made in months, hence there are circumstances made given for the performance of the award at the end of six months if the money is not paid in ordinary cases the bond would be perfect — but here if the money is tendered before the action is brought, there is no occasion on it Reg. 144.

Remedies to compel Performance

The remedy on a verbal submission, there being no bond or covenant to perform, is to bring a suit on the $ of $ in the submission to perform it. If the thing is a collateral one you must bring an action on the $ of $ in the submission. This is the action on against the $ of $ is an assignment. In doing this you must state the submission as introductory to your action.
must take it on it was-ss that you two minutes
not that your own alterations added after my the book
of the accurate. If then assign a breach there is no
suspicion in this case of setting the award out at full
touch. But the ordinary mode of submitting it by a
hears-t if then you will remember you need not be
on the bond until you choose it Sect. 1970.

If you do this the usual of proceeding is as follow-
the bond is made if the suit is brought on the formal
part of it to the right manner to make a defense the place
no award ever made they is this ordinary plea the
full record necessarily says that without an award the
brother way known or, to only once an award is
made it is mount if then assign a breach for the non-
performance know you have got at the cause of law
the reason why that must need the one I assign a
breach is, that the word no award in a plea in bar
does not always mean literally no award. It may mean
this or it may mean that there was no legal award.
If then the full reply replays that there has been no
award the question is to whether there was a award
or not go to the jury. After the full has replied one
if the award is laid, the suit may proceed to it if
not he assigns the name as before no award, I think in a
manner means no award in part.

This method is not absolutely necessary, he must
how do he ought to be bound because 4, 1 Ed 370.

In the replication the full must set it out that every
thing contained in the submission was done in the
award. On this point see suit. 4 days, 129. How 992. Hant 158
Sect. 197, 292. 1 Mc 230.
contracts

The plaintiff made all the conveyances in stated, which
will entitle him to a money except performance on
his part which must necessarily be made, this want is
stated if the thing to be done was a condition subsides
before the other was to do any thing, it must come for
consequence on his head - if twice concurrent or subse-
quent he yield not, except when the award was the same
that A with B, vis. 
Blackacre to B
- then he must see that there both have done it -
tender of itself is enough. If the thing to be done can
be done, without the concurrence, it must be done - hence
the question answer in the that to object to the averting
it in question? Land 43. 80. 36.

To sell, must assign a breach - the there is no cause of

Where the award is first void & fault fast, you assign a
breach in the bond. There can be no recovery. Vis. Sep.
15. 127. 2 302. 401.

Where an award was that first should be made on or
before the day, or an agreement that the debt be not pay-
on the day has been voided to be bad. 2 34 2 324. 58. 7
620. 2 219.

There can be no other than need not be an award set out
in the bond or contract of award. There can be when the deft
admits it by some acknowledgment. Star 210.

When the debt is made no award, if there been a
repetition & the debt can only bring on fraud, no aw-
award.

From reason from the different kinds of debt. 2 302.

Laws 14 15 8 33 7 5 3. 51. 3. 12. 89.
Submissions under a R of cl. But any question is thus by a stat. In the U. S. there was not. exact rule, this, to this: here, the other to understand it. The reference by A of it was made long before any stat. H. in the joint venture, they would not grant an attachment for contract. 

412. Chay. 36.

They then established the R. that they would, if they were to this way to enforce the award, grant one, with- out—-in some of the U. S. this is the R now—but to not in this.

If you want to get an attachment, you must call upon your antagonist, for a judgment of the award—indeed, he, if you must have him the award, that he may, in what it is—If he refuses to perform it you must go into cl. N. upon affidavit, that, the award, and that you should do it or may, if he refuses to perform it. That such that all of it may be served upon him, from you must have to enforce, as the don't perform—until it is for, and another. Another, another, is then made that it has been served. If the man don't oppose, then an attack is made of course. 1. Hall 11. No. 999.

But suppose he is attached on the bond. If afterward, not on the award, the bond obtained. If his body taken the attack in the discharge—for the body is as good as cash.

It is not usual, for the it to grant an attachment, when the man is sure on the bond; if his body taken, the it may be done. 1 Hall 285. Part 996.

The cause of granting an attachment is discussed, with the it, after the award is not an end. 29th.
Contracts

Bank of a bit ofCopy to interpret

When there is an award to do a collateral act, there may in
terference to compel performance—there does not interfere in case
of money because the same has an adequate remedy at
law, but interferes under its discretionary power.

But suppose the subscription is voluntary. If the award is to
do some collateral act—will it not then interfere? The ele-
ments are written in the same can draw a fur-
nonance. 1 St. 25.

What Award may be pleaded in Bar.

Any award is good that has the legal qualities in that
the third can by law the means to enforce by a compelling
performance. 1 St. 63, Sect. 56.

When the 2 is so that a money in one is a bar to a
money in another, as where the court is to the joint heirs
habit, for a joint in one is a bar to a joint heir another,
the joint in the first may be plead in bar to an ac-
tion in the second. Case R. 38.

Note of Preliminary Award claimed to lead.

This has been considered so far as it respects is of 2. Upon
English principles a 2 of 2 can only interfere to act and
claim, when it means the real fault of a rights
and there are all intrinsic causes of validity on the face
of it.

But for causes extrinsic an award may not arise in
The parties, all appearing here, seem to have agreed not to sign the award, had it not been for King-said principles. L. 1. No. 711. V. 1. 12th. 1867.

If the award complied with the rules, then it shows that the parties, having signed it, the principles of L. 1. No. 711. V. 1. 12th. 1867.

Then was a case where one of the parties would not agree to the award. If the parties knew one thing about it—then there were no parties, but their conduct was held sufficient to set it aside. L. 1. No. 711.

So choosing an umpire by lot, not aid the award, there was no impression, was held sufficient. L. 1. No. 711.

So when two arbitrators had been chosen, if they were to appoint a third—then they could not agree. If there was no umpire—a chancellor of the court, who knew what the award did—he would give $100.—L. 1. No. 711. V. 1. 12th. 1867.

So when one of the parties upon a new thing happening, and could know if they would sign. Then there was sufficient time within this & making the award.

Action of Debt.

This is founded on an express contract, in which the certainty of the sum appears, from which the party recovers a sum in money, not in damages.

The word "express" here used must be qualified to mean that the terms of contract are not at all impeached by the fact that the party may be foreseen to pay in part, or in whole, as in the case of taking up goods at store. On this ground, a contract made in writing, in which the sum is ascertained by the market price,

This action lies in some cases of simple contracts when the price is fixed, and the price may be stated with reference to some time, &c. 213, 214.

The debt when the action is supported, must be paid in full to the person who made the contract by the person that comes in collaboratively to pay it. But thisされること, no action of debt lies on the acceptance of a bill of exchange. It must be so. 55, 139, 140.

Debt lies on an action on a bond. Yet this in ordinary circumstances the only remedy. It may occasionally, for there is a case where common is not an uncommon in an action on bond.

In many cases that it appear that the condition was not some collateral act. The action is brought on the ground of not of the bond, but the debt may take advantage of the condition if he please, & shows that he has performed it.

There is one species of debt, not on hand to recover rent agreed upon between the parties, by whom a note was made according to the due & by the usual
should on the other hand not accrue. The matter was, he had nothing to do with the proceeds or any thing concerning it— but could not the tax recur to the husband concern & the A. - that he could in means, and to more justice. This was the act of the attorney laying a tax of the 8th. I suppose the case could become with the 3rd. by force of this act, 39, 40, 452.

When there was a lease for years, this action always lay to recover the rent. There was no provision in the case, but being now heard, the 1st. term being certain, the rent could not be recovered in debt.

So for a lease at will, debt, is the proper action when the sum is certain. A lease at will brings nothing more by the Act of frauds & usury, it has been a question whether debt will lie on it in favor of it certainly will.

It seems to be a principle of the b. b. that debt will not lie for rent accruing by a lease at will unless the statute of glees. I gain the action of debt in such a case. I conceive this uncertain for there was one implied contract that the tenant should stay at the old price. the statute may be pursued in one scene to keep alive the idea that the case must be decided to allow the action of debt.

I shall have to consider on this subject debt on real bonds & lands given in it, all the same required by to to statute, at b. b. there was too much thing as taking a bond bond. State have regulated this in different ways, but the principle is the same in all.

Any all require that where a tax is assessed for a debt upon revenue bonds, that the sheriff is under
obligation instead of paying the whole debt to the bail. It being
in safe custody as it was formerly the case, it was
obliged to take a bond, some way with which the
value. He is obliged to take it of some body other than
that capacity, to pay the debt—otherwise he will be
liable to the party.

The liability of the bail is to pay the whole debt to the bailer;
the officer is to see that it is carried out. The
sum will more subject the officer to not taking bail until it is apparent to every body that the bail is
sufficient.

This places the officer in a very delicate situation. out
of it grows an important question. How can large sums
being made harmless, an officer, wealthy—how
it takes such men bail—the bail gives in the officer
the P.A. but never fails to keep corresponding with
him decides if he is not liable—provides the means
and some direction to the bail.

The object of the bail is to secure the debtor. Then, by
consequence if it may be that the bail will have the
money is—strictly speaking the sheriff has it to pay—
when then receives it of the bail.

The English state has a new state, by which the claim may
arise over the bail bond. If the creditor sues for it, to
now true notice if he does deem his duty, if we achieve will
lie on the bond in duty in the sheriff, return.

The English state may the word “security” thus known.
only know any dispute unless the word bond can pay.

revenue is enough—thus making mention it is there, to
question whether this ought not to be said.
If A say B he owes A, if I say I will be 2000, A agree to it below the writing, I am in a writing, can read not take a bond, no writing, he has this 200, if B can to receive therefore only two 6. 69.

What then is an appearance? The condition of the case is to appear as the day of the actual of the bond. The intention of the 2 days to place the estate in an exact situation as he would have him, and we have then given. On this ground, the it have extended the construction of the word appearance. If he is there in the condition a it at the time of first issued, the bond is court, was the first step - the next is if this be some appears then, in is taken during the $" of the execution, the bond is made.

Nor is this all - the bond is bound to look back up - of the reason, the action of a few non est simul esse made, then I must begin occur the right of the execution in the bondman, who become liable for debts of debt.

This bond is continued in an other case, from person in maximum amount which it there after become the acknowledged before the clerk in counters in the bond of a part of it in which cases they could accept the duty.

Since it or is, in some of this, may the sum of 6. 69.

Turn in likewise our action of debt found for judge or after judge is obtained, execution may be taken out in ordinary cases. They were to take out debt, or judge, or officer, by Title X, B until a week if a day has expired or the time limited for taking out an execution - were now. The time above is that limited by the to go taking out an execution - the objection is made with some reason why should you take out debt unless you take out execution - but on the other hand it may lead you have a judge of
Not ought to be reduced.

One thing is agreed to — if you cannot take the view on
his first application, i.e., if you cannot get the removal of
your execution, your view is not so clear. Before the time
comes, it is a hard. 206. 1st 6. 3d. 4th 7. 8th 8.

To the action of debt on judgment, there is no possible
back of the judgment — you cannot go into an inquiry on its
merits — to do that is an exception which the judgment
is obtainable by some process — but this is no exception — you
may inquire into the judgment — but to one the ground that
there is no judgment.

But you cannot show that the original contract was un-
renewed, because you might do so — for the judge is continuin
out of a debt as all the writs.

Any matter posterior to discovery may be heard — on a
warrant or charge.

A discharge by letting the defendant out of goal may be
set up in the execution — the reasons have not much
more on it — in so if the suit is taken on the execution
if permitted to go out, the fifths, he could be taken
again on that execution — that is a defense to go out
him on this judgment — one thing is clear — if the fifths
take a new obligation, he may let being go, theirs is
him on it.

As also that when you put him so the present
thing is that he has paid the debt — about the present
thing, but what kind of a case is it? What it be rectify?
Why suit? Savor the burden of proof if you please on
the fifths — but let him know if he can, it will be.

No. 69. Dec. 1808.
In order that he be discharged out to a discharge without a satisfaction, it ought to be shown to be such.

The technical meaning of discharge is a statutory furnishing to be an exigible event such a demand for the consideration of it.
Contracts.

Stat of Frauds and Rejoinder.

There is a material difference at F. 2. between written
in writing, bonds at £ 6. and either written or re-
ried. A bond under seal is a special one, how
nder seal is a simple one. The former always in writ-
ten, the latter may or may not be. The distinction
introduced by the Stat. 2nd, which is the Stat of
rejoinder, is different from the Stat. 1st, the
the Stat distinction relates to written & unwrit-
ten. The Stat of Stat. 1st in force was enacted 1771,
and as far as it relates to the same object is a trun-

Under this Stat there are certain cases which must
support an action in F. or赖以, unless the debt is redu-
ced to writing, or there is note or memorandum of
it, signed by the party or his agent. These cases are
of five kinds in all.

1st. Promises made by an estate or estate to answer out
of the estate, for the debt or duty of the estate or in-
testate. These cases are not merits until reduced to
writing by the provisions of the Stat.

2nd. Promises made by one person to answer for
the debt or default of another, one in
the same condition.

3rd. Agreements in consideration of marriage, including
ments are void, unless in writing.

4th. Conveyances or sales of lands, tenements or hereditaments or
any interest in or concerning them — it should be entry
for the sale of lands &c. By this has been the con-
struction of the Stat.
contracts

5. bonds not to be performed more than a year of the time of making them.

By the English law there is another class of all parcel leases of lands, tenements, &c, executed, other than at will, except parcel leases for a term not exceeding 3 years, & renewing 1/3 of the unexpired rent. The judge of late have considered those leases as leases from year to year not at will, so they may be determined only at the expiration of a year. 3 Campb. 840. 3. Do. 704.

Again under the English law, all sales of some goods or merchandise, being part of the consideration in part when they are of the value of 10s. or upwards, or unless the goods are deliver'd on account of money paid; when none of these things take place, & the cause is not in writing you can not enforce a fulfilment, either in h. or c. or c. p.

Our law in h. makes us such exception as to leases of land &c., for it makes no difference, whether the lease is for three years or more. All parcel leases or leases are void here, i.e. they are not binding, they may operate as licences.

The object of the statute of Frauds was to prevent persons from proving agreements under the statute by parol or account of the importance in some cases of the facility of practising fraud in others.

Let us examine the five kinds of contracts. 1st. As to sales &c. It has been supposed that if the sale or order has a defect in his hand, to answer for the debts of the deceased, a parcel proves insufficient, and him. But there is no duty for that. If there
no reason in it for it were the same as the c.s. 1 T.R. 330. 1 Harg. 126. 1 T.R.

It was once held by id bing that a proof of of
acts in the hands of the acts, would nicely appear
in his past to pay the debts of the deceased,
out of his own private funds but this is not s.
1 T.R. 40. b. 228.

To add to that if an acts or acts submit a claim
as him to arbitrement, that this was a proof of
admission of acts on his past to answer the claim.
But this is not s. T.R. 692. T.R. 559. 1 Co. 6 cento.

But if on submission the arbitrator award that
he shall pay a certain sum he and afterwards.
deny acts to that amount because this equivalent
to a finding by the jury that the testator owed.
1 T.R. 593.

But finding that the testator owed money dont
preclude the acts from denying that he has acts.
I am more considering the award or regularly made

Again it was once held that the proof of in
writ by an acts was admission of acts to the
amount of the principal. But this is not s.
1 T.R.

The acceptance of a bill of ex by the drawer acts
is an admission on his past, that he has acts to
answer the bill - this acceptance may be written
on panel. 18th 333. 1 P.B. 632. 622. 2 M. 1. 1260. new.
1225. T.R. 437.

The A is the same as the acts of the holder of a
The promise made by an agent to pay the debt of his principal be reduced to writing, still he is not bound, s. 11, to this note so

I think it is not so in law, for there may be, sealed or not, in a special case.

I have seen a recent case where it is said that the consideration of the promise must appear in writing.

I have already seen that the promise of an agent to pay the debt of his principal is in writing, still he is not bound unless consideration is shown. If it must be alleged in the later 2d section, there must have been an existing debt by which the agent or act as we would as such - seen, there can be no consideration.

The promise of an agent to pay the debt of his principal (not bond, unless there was some debt due from the testator, to the promise was in writing.

The unnecessary in declaring an act for a promise to pay the debt of his testator is true that he has after the in necessary that there be a consideration, it is

contracts

bill of ex-pr of the transfer as evidence it he is not

writ, notwithstanding the note i.e. he is bound in the

same way as if holder had endorsed it. Ill. 3. Nov.

3. Milb.
unnecessary that there be a party to subject him — for he is contemplated by the statute as answering out of his own funds. Suppose an estate made a note, and in consideration of forbearance to sue him, he will pay the debt — this will bind him for the estate is considered with. This is worthy of attention. So if an estate should give a note & resign it in his own name as an estate, still he is to be sued in his own name & execution goes de bonis propriis. Roberts on Fraud. 205.

Now in order to take advantage of this clause of the statute it is necessary, that the promise should have been made at the time he made the promise — man be in fact within the statute. Thus if the death of A, B, after promise to pay the debt after they would let him take out administration — now if they present him he is bound by the promise, for he was not adrift when he made it. 1st. 992. 2nd. 201.

2nd clause — promises made by one person to answer the debt default of misapplication of another — how the great inquiry is what is a promise to answer for the debt of another. The criterion here adopted is, the distinction between what is called an original & collateral promise. An original promise will bind the tri panel — a collateral one must be in nothing to bind. 1st. Ray 1037. 2nd. 227. 1st. 906. 2nd. 171.

A promise made for the benefit of a third person is not to be original. 1st. When the third person for whose benefit the promise is made, is not liable at all to the promissary — for if he is not liable at all, there is no debt or default on his part, for not for-
A promise to perform or pay the debt of another is original, when the liability of the latter is extinguished on the promise being made. Thus if A makes a promise for the benefit of B, B is being liable, but is exonerated in the contract that when the promise is made, B shall be discharged, this is an original promise. This A has been questioned.

A promise made for one for the benefit of a third person is original, when there is a reason decidation arising out of a new distinct transaction, I moving to the promisee, i.e. operating in its favour. These are the three classes of original promises, I will limit the further as much made by person as in writing.

But on the other hand when a promise is made for the benefit of a third person, in aid or in addition to a subsisting liability on his part, or made to procure credit for him such promise is collateral and must be in writing. Also be collateral when made to furnish additional security to the promisee. 1st. Ray. 1868. Salt. 2d. 30th. 20. 186. 2 Mel. 1st. 306. 1 H. St. 120. L. 1st. 60. 1 Box. 21. 148.

But on the other hand when a promise is made for the benefit of a third person, in aid or in addition to a subsisting liability on his part, or made to procure credit for him such promise is collateral and must be in writing. Also be collateral when made to furnish additional security to the promisee. 1st. Ray. 1868. Salt. 2d. 30th. 20. 186. 2 Mel. 1st. 306. 1 H. St. 120. L. 1st. 60. 1 Box. 21. 148.

bene to exemplify the foregoing distinctions - starts the first class of original contracts. Thus A says to a man: 'deliver goods to B & I will pay you for them'- this is an original promise, I is binding the 'pay fund. So too if he said: 'deliver goods to B or pay me' or 'deliver goods to B & change them to me.' A. 13. 3d. 31. St. Ray. 1868. 1 H. St. 122.

But if he says: 'deliver goods to B & I will pay you' & will: here the promise is collateral, I to be binding must be written - in any way of additional secu-
vity - but in the former case it was not so. 2d. May 1886.

B. 327, Law 8th 1st. R. 212.

Again when a man deputing on a journey ad to a baker, &c. my mother supplied with bread, &c. I
will first explain: this was held to be a collateral
promise for that it was the intention of the far
tier, that the mother in &c. should be made debtor
in the first instance. 2d. May 1886. B. 327. 1st. 8th 19th.

2d. May 1886.

Bound 1st. 1st. obiter opinion.

In a very late case it has been left to the jury to
infer what the intention of the parties was, taking
into consideration all the circumstances of the case.

The promise here was precisely similar to that above
the jury found for the 1st. & a new trial was grant
ed, but not on the ground that it was illegal for the
jury to infer the intention of the parties, but on a
different ground. From this it seems the 1st. is some
what modified, & such a promise is only for one pe
ice a collateral one. Rob X 23. 223. 1st. 8th 19th.

Again J. wished to purchase goods of a merchant
without he was unacquainted: he therefore procured
1st. to apply to the latter for goods for him: the latter
said I don't know J. I will say to B. &c. if you dont
know him you know me, I will see you paid.

I suppose that now this promise, the tier decided
to be collateral, would be under the same qualifica
tion as the case in B. &c. i.e. would be only prime
jacie collateral - for tier in the same form as the
promise in that case. 2d. 212. 8th.

So if I promise that in consideration you will
lit your house to J. I will see it redeemed to a
If a person makes a collateral promise, so too if he should promise that I, should pay the price. Call. 27. C. Mod. 248. 3. Call. 15. 574. 616.

A y.e. is that a promise that a promise that a promise that a third person shall do an act, for not doing which the 2nd person himself would be liable, is collateral. Ed. Ray. 1045.

But of the third person would not be liable to an original promise. Thus if I promise that if you will let me have a home I will pay you £10 for it. But if he don't I will pay the £10 its original. But if I say in former case, let J. I. have your home I will pay the rent, it is collateral: for here is a sort of bailment: if J. was liable the £1. will imply a promise on his part, the there was no express promise. Sir. Ji. bor. 102. Aod. 112.

Again to make a collateral promise it necessary that the person for whose benefit this was made, should be liable when that was made. Thus I promise if you will let me have a home I will pay you £10 if he don't. I will now this is an original known. in. J. I. not being doing it, he was not therefore liable when I made the promise: my promise then J. will bind me the J. I. should afterwards promise to pay the £10 & give his note for it. for my promise relates back to the time when twas made. if the J. I. was not liable therefore he not collateral. but original. To be sure if I, should in this case give a bond or higher security, twould reverse the simple cont & consequently discharge me Ed. Ray. 1086.

If a promise is made by one of several persons, all of whom are already liable, this is not within
the suit, but is an original promise. Thus suppose two defts. one sued in the suit, and both are liable to pay, & that of one of the defts. informs the court, that if he will withdraw the suit, he will pay the cost, now this is a good promise & will bind him the latter. This is not a promise to pay the debt of another. Again suppose two or more are liable to pay a bill of ex-nos, & one promises to pay it, he is bound— the promise is original. 1. Mod. 207, 208. 362. 2. East. 321.

The second class of original promises is where the liability of the third person for whose benefit the promise was made is extinguished by the promise being made; this is an original promise not within the suit. Thus a promise made by one person in consideration that the promisee will discharge a debt in another, is an original promise, because in no aid of a continuing or subsisting liability, nor is it to procure credit for him. Barn. 1833. 1834. 1835.

I had yesterday that the R. was questioned & could not be considered as well settled. To set up the R. that the words original & collateral are not used in the suit. I think they are. But I think this R. is correct—for I can see no difference between it & another case that is settled. To their defense— the case here R. had not to J. S. I will give you a farm of homes if you walk your land in A. now to settle that it is not within the suit. 1. 2. 329. 4. East. 325.

There is one case coming under this distinction, which is clearly an original promise viz. when the knowif

promise to pay the amount of the debt, to the original holder, this is clearly original. Thus suppose A holds a bond in B for 100 $, & B says I will give you 100 $ for that bond, or I will pay you the amount of it, if you will deliver it to me. Show this is original, it is not a promise to pay the debt of another. 9 Co. 325.

2nd class of original promise, is where a promise is made upon a new consideration, arising out of a new & distinct transaction—this is an original promise & not within the act. The leading case under this head is that of Leake v. Watts, 1 B. & C. 293. But Leake was the lessor of J. & J. had agreed to purchase the goods to meet the debt, but the goods remain'd upon the leased premises, & Leake having a right to go upon the leased premises for rent or money, went accordingly, & the debt promised if he would not deliver the goods, he would pay the rent in annuities, which J. owed—more this was a penal promise & out of the act, & the jury had a right to decide this. The true ground upon which the case is decided in this case was, that the lessor had a special interest in the goods, i.e. he had a lien upon the goods that he sold, this special interest to the lessor—hence remark that the lessor still remained liable notwithstanding what had been done. 9 B. & C. 293.

A promise to pay a certain sum in consideration that the promissee will withdraw a certain suit as a stranger, for an act & favor of for any loss sustained, is an original promise—this is not a promise to pay the debt of another, for no debt is yet owing—no damage in action of tort are only in rem. 9 Co. 325.


And I take it to be a rule that there must be a duty
or debt as a third person, either ascertained, or
possible of being ascertained at the time the promis-
is made. And I think this is a great criterion to de-
termine whether the promise is original or collat-
eral. If it can be ascertained it is original. Rob. on Sol.

F.R. 208. 234.

But a promise to pay a future debt which I owe
him, in consideration that he will pay the su-
itch for the recovery of the debt is collateral. This
differs from the case of Leafer & Ross. For in that
case Leafer parted with his special interest. But
in this case there is no abandonment of any ini-
to involve the case of one person promising to
pay the debt of another. Again it is different from
the case of Clark & Reed. For in that case there
was no debt or duty ascertained, nor capable of
being ascertained, but that is on may be ascertai-
ed. 2. Will. 44. 1. F.R. R. R. 1795.

But suppose in the last case the promise had
been in consideration of the plaintiff entering a re-
tract. Now that I suppose is an original one, the
I find no such case in the books. For the retract
doubles the suit from ever bringing another suit
for the same cause of action, and to the same
as if he had not given or destroyed the bond. I
will pay you, but that is an original promise.

But in your case this is a collateral promise. For he
a retract is no bar to a subsequent action.

I will now notice some cases, which I think an
all, that they are not found in the books. Suppose
Contracts

The promise to pay a debt due from J. S. if the
father will discharge L. S. from custody, after he has
been taken on some process. This I conceive is a
collateral promise: for the debt being discharged
in some process, don't free him from a second
averse: hence it a promise to pay the debt of
another, for the debt still continue. But if J. S.
was taken on execution, & A. should promise to
pay it, it would discharge J. S. 
This is an
original promise: for a discharge of the debt in
this case is a discharge of the whole debt, & is
the same as a case formerly mentioned Qur. 2582,
Contr. 1 Root. 37.

There is a case of this kind occurred in bow,
which had nothing to do with the state of friends
& properties the two supposed to have. A person who
had stolen goods was convicted, & a promise that
was illegal, & this person's father promised the
owner of the goods, that if he would discharge
him, he would pay him the value of the goods.
The son was dischared, & the father was sued:
& judgment rendered in the father's favour. This
decision is undoubtedly right, but the true ground
is, that nothing to an felony.

Some have supposed that when there arises a
new consideration of any kind, a fresh promise
made, to good & out of the state, whether it moves
to the promise of a particular, or whether the or-
original debt is extinguished or not. But this is clearly
not so. If for the promise is collateral if
the debt is not extinguished, original promise
must conform to the new already laid down. It
has often been supposed, that if there is a considere
tion, & a promise is made, it takes it out of the
stat of J. & P. but this is not & for it would be re-
specting the stat - this being the L. & before the stat
was made. I have consideration went take a
promise out of the terms of the stat, if it should oth-
erwise come within it. But the stat never sup-
plies the want of a consideration. 2 Web.B. B. R. D.
231. Rob. 232.

It has been decided in Cor. that a promise from
one to pay the debt of another, if the debtor dont
pay, is discharged upon the promisor's granting
forebearance to the debtor. This is a known by
way of additional security. Kirby 397.

I would have shown that when the promise is
original the proper form of action is indebitatus
aft. But when the promise is collateral & reduced
to writing, the proper form of action is special ait.
stating the whole case. The indebitatus ait is not
proper in this case - for the promisor is merely a
security or insurer of the debt, & is not tenant at

And it seems to be a L. R. that when an action is
brought on a lawful promise, which is within the
stat of frauds & injuries, a judicial confession is
made by the deft, suspending all necessity of proof,
this will take it out of the Stat. Pech. 2a R. Rob. 239.

When according to the discretion already given, the
promise must be in writing in order to be obliga-
tory, still in unnecessary it ever in your dect that
the is an writing. The stat has introduced a new R of
social, but each but has not altered the L. & method
of pled. This sufficient for the deft to show the writing.
promise in writing. Since the same is which was good in declaring before the suit is good now. If there a collateral promise made before the suit this was good the panel if there was a consideration. 7 C.B. 35. 1 B.R. 117. Doc. 156, 302.

This promise is to all cases contemplated by the law. 2 C.B. 34. 3

If there were no a collateral promise & don't alledge it to be in writing, it is good on demurrer for the amount to an acknowledgment, that is in writing. 3 C.B. 350. 12 C.B. 340. 4 B.R. 638. 103. 2 N.Y. 253. 1. ROY. 37. 1 D. 146.

In how we have no settled on this subject.

But altho' when the plea declares upon a promise that is within the state, & is written, it is unnecessary to alledge that is in writing, yet when the party pleads such a contract in one to another action, he must alledge that is written. If the reason is that more certainty is required in a plea in bar than in a declar. Thus suppose that A owes B, B pleads in bar, that B has sufficient consideration & with consent of all parties, undertook to pay this & has tendered the money to A, now this is a collateral promise & the plea in bar in bar according to the B. for the yeild should have pleaded that B's promise was in writing. 3 C.B. 279. 5 C.B. 279. 2 D. 465.

In necessary in all cases within the state, that the declar. alledge & show a good & sufficient consideration. 3 C.B. 935.
If one part of the promise is within the state of S. D. to all void. 1 S. P. 201. 6 H. P. 209. 3 Ann. 429. to 430. note. Rob. 112. note. 172. note.

Rut. R. proceeds upon the ground, that an entire count cannot be apportioned.

The third class of count required by the state of S. D. to be in writing are agreements in consideration of mass, settlement - this clause does not relate to a promise of mass, but to families, settlements, or family promises. 2d. 10. 3, 4. 440. 1 L. N. 618. Pro. 112. 466. J. 106. 277.

It seems to have been formerly supposed that an agreement by parol, that the mass, settlement a promise should be reduced to writing, would take it out of the state - but this settled reaon 1 L. 106. 292. 18. Pro. 106. 2. 9. 106. 506.

If however there is such a stipulation as that the parol agreement shall be put in writing, & to prevent from being done by fraud, the court will enforce the count. 2d. 106. 10. 196. 196.

But the a parol agreement by way of mass. settlement due land, still be a sufficient consideration to support a settlement made afterwards, & again a parol promise by way of settlement before mass, is a sufficient consideration to support a written promise made after mass. they will have a settlement pursuant to this written promise. 2d. 106. 10. 196. 106. 146. 1. 4. 196.
A letter signed by the party to be bound is a
 waiver within the act i.e. the form of the writing or instrument must be objected to - for it may
 be defective in other particulars. 1. L. 119. 1. And. 301. 1. So. 332. 1. St. 66. 9. Ath. 103. 1. Nev. 10. 92
 3. 60. 45.

But where a party depends on a letter it must
 appear that the party accepted its terms. N. added
 in contemplation of those terms in solemnizing
 the marriage. Otherwise it is not binding. 2. P. W. 62
 9. Mod. 41. 1. Tob. 179. 109. 1. praw. 239.

It is also necessary that the letter furnish the terms
 of the agreement or contract distinctly - if they be loose in
 all agreements whatsoever - or covenants. 1. Tob. 66

The 2d class of contracts contemplated are those on the
 sale of lands, tenements, and hereditaments. It should be
 noted for the sale of lands etc.

How far things annexed to the reality, as timber
 graps, come within the stat I shall notice hereafter.

Under the clause of the stat. it has been supposed
 that a formal agreement would bind, if every part
 of the contract or it should be reduced to writing.
 - but this is 1. 1. Nov. 131. 133. 1. Eq. 19. 1. P. W. 198. 1.
 50. 1. P. W. 198. 1. 60. 1. 60.

A question has arisen in con. whether a form.
knowing to pay for lands was within the stat of 1810.

It has been decided that such a promissory will lie to receive
the consideration of lands sold by deed. The court of errors
however afterwards reversed the decision, but they did
not say that an express promise would not lie.

I think that the decision has nothing to do with
the case of 1810. If a promissory is to pay for
lands sold in a deed as a promissory to pay for
a yard of cloth, for this promissory does affect the
title of the land, I see no reason to be introduced
to contradict the deed.

Panel agreements made at the time of the deed
shall never afterwards be introduced to contradict
the deed. So a panel agreement to refund if the land
fails short, or to pay more if it exceeds such a
quantity is void if this be within the principles of the
l. & t. — this has nothing to do with the stat. But it,
however considered it within the stat. Thus, I think
was correct, the other reasoning was not. 

1. Root 77, 479, 73. Kirby, 22.

There are to this General R. under the stat of frauds
& c. some exceptions. The stat notwithstanding.

A panel agreement respecting land is invalid after
the party, if not provable, consistent with the stat &
within the Rs. of 1810.

There is no inherent necessity in a panel con-
forn sale of lands — to as good as a written one
and itself. The only difficulty lies in the provo. — which
difficulty is introduced by the stat. This stat has in-
troduced a new B of end to prevent fraud since the
medium of consideration. Therefore to set that when
in no danger of fraud or perjury in proving a parol agreement concerning land, it is not within the stat & of course binding. Hence to set that if where a bill for the specific performance of a parol agreement respecting land, the deft in his answer con- fesses the parol agreement, he is bound by it tho' he pleads the stat for the object of the stat is consumed & him in no danger of fraud. 1.meye 6.97. 572. 3. 922. 491. 5. 108. 374. 9. 923. 1. 6. 604. 2. 8. 568. 168. 580.

The foregoing doctrine of a has been much controverted &c. One says that the confession of the agreement written by the deft, fails the court in writing, & of course parcel void & in unnecessary. I think that this is wholly sophistical.

Whatever dispute there may be as to that, it is well settled, that if the deft confesses in his replication, that a parcel cont was made & asked to plead the stat, such parcel known, binds him. 2. Com. 566. 4. 62. 4. 5. 156. 161. 1. Com. 572.

So also if the deft expressly submits to the decree of performance he is bound by it as much as if the cont had been in writing. For he confesses the cont & dont insist on the stat, this is well settled, 2. Rob. 156.

Now these two cases which are settled & go to es- tablish the contested one I have mentioned. These cases prove that a parcel cont concerning land is not void, but only that the stat in some instances prevents parcel proof from being admitted to prove a. 117; so that the difficulty raised by the deft is only in the mode of proof. If the deft in his bill alleged, that the agreement is in writing & the deft
don’t plead the statute in answer, the defendant will not be supported by favor of law. To clear therefore in this case that if the defendant does throw any obstacle in the way of the favor agreement, it is good. Col. 156.

The question still remains as to the correctness of the y. A. just advanced viz. whether a favor agreement is good & binding, where there is no danger of & y. the statute notwithstanding. Thus suppose the defendant in his answer admits the favor count & pleads the statute also, now can the statute be enforced in such a case? This seems to be an unsettled question in Eng.; as there are respectable authority both ways. If favorable to the defendant he would declare a performance where the defendant pleaded the statute, provided he confessed the favor count in his answer. Now this decision went when the ground, that if it could be shown to the effect that there was such a favor agreement, without any danger of & y. it ought to be enforced. 2 Bk. 3. 2st. 155. 4. Bk. 8H. 564. 6.

Lt. Mansfield was of the same opinion as Lt. Northwick. 1 Bk. 276. 600.

Against this doctrine there has been a decision in the case of common hear, where it was held, by Lt. Loughborough, that a confession by the defendant of a favor agreement does not bind him; & that he may plead the statute to avoid it. 2 Bk. 234. 6. Bk. 563. 4.

Here there were three opinions on this doctrine, Lt. Loughborough, Lt. Northwick is the same, & Lt. B. J. F. Inc.

Again in another case the defendant did not plead favor.
conceive the panel agreement, but plead the statute. I said Thirlers said that the agreement did not bind him, and that it was within the statute. He therefore gave his opinion on the particular circumstances of the case. For since it did not appear to have been any express agreement, 1. Br. 62. 559; 167. 182.

Roberts is inclined to the opinion that the statute is not bound if he pleads the statute, this he considered the agreement. 2. Br. 160. 159. note 298. 1, note 270. 176.

'I think that the statute ought to establish a rule of evidence, either that the confession of the default is of no effect at all, or else that his confession shall bind him. And if he pleads the statute, for unless one of these is established, the default can avoid the panel agreement or not just as he pleases, which amounts to this—that very will constitute a default to do an act if he pleases & not without—to now this is nonsense. 2. Br. 168. 170.

There is also another question which lies vested vis-à-vis whether a default is bound in his answer to confess or deny such panel agreement. This was decided by Sir Thirlers & Sir Mansfield that he is, and these are more decisions the reverse of this. 2. Br. 62. 566. R. 55. 159; 160. 160. 4. 29. 7. 21. Midford & Br. 211. 212.

Upon an examination of the statute we find that in favour of the doctrine, that a confession of a panel agreement will bind the the statute is plead. Sir Thirlers, Sir Thirlers, Sir Mansfield & Sir Mansfield, who are are also of the opinion that the default is capable of either to confess or deny the panel agreement in his answer. I am clearly of this opinion. Opposed to both these opinions stand Mr. Loughborough.
One of the judge apposites an in ter
wigns as a reason why the splt ought not to
be bound, for he be confrar the favel agreement, is,
that the splt is liable to commit felony himself
in his ommor. Now I consider this to be no reason
at all, for but as well apply to any case when
the splt is put upon his oath in chy... I further-
more, the object of the favel is to prevent the spt
from knowing a cert by prying, I not to prevent
a spt from avoiding a cert. I have never seen
an argument on this side of the question but this
which if future.

A solution of the latter question will determine
the former one for to clear that if he is bound
to confes the favel agreement or to deny it, inward
a case a suquent ftee of the spt would not
avoid him, Act 1661. 1 Ftrt. 191.

There are a few cases, in which the spt have
been given liberal in taking care out of the spt.
& which are not to. It has been decided that
the spt is bound if he has confes out of it that
there is a favel agreement. This is folly & not law.
B. Ath. 407. 1 Bov. B. 299.

A cert for the sake of lands, i.e. towns sold at
vindue, by a master of chy weill bind the pur-
chaser, tho he can rested into no written cert or
agreement concerning it, because we if no dan-
gen of prying in prying - for the efce act in-
ters wath & publicly. 1 Pet. 129. 2 Pet. 129. 1 Bov. 193. 195. 209. 221.

It has been decided in Bury, that a favel agreement
made between the solicitors, in a suit between a
contracts.

Mortgagor of mortgagee, shall be enforced when the same
principle, by being or being of use, & acting un-
der oath. 2 Br. 66. 33.

Parallel agreements are inferable frequenter, concur-
ing the title or rate of lands, from circumstantial
facts - & if there is no danger of fraud or keeping
in proving these facts, such parallel cost will hold.
I know of no judicial decision to this point but
other are numerous. This you will observe is not
proving the terms of the cost, but an independent
collateral fact. So when an absolute deed of land
is given circumstances may be adduced to show
that it is a mortgage - i.e. twice the intention of
the parties that it should be reconveyed. As if A
carries land to B by an absolute deed but keeps
it in his own name, pays no rent, but pays the
interest. In this case A will be deemed a mort-
gagor on a parallel agreement inferred from sub-
sequent facts. 100. 61. 3. Moor. 527. Toll. 65. 2. N. 71.

These are all obiter dicta - there has been no judi-
cial decision on it as yet. This precise case of a mort-
gagor once came before one of us - the inferior it decided
as I have given the A. The ut of unsure reversed
their decision.

Again there is another exception on the ground
that a stat made to prevent fraud, ought not to
receive such a construction as would promote or
encourage it - indeed it has been found necessary
to consult the spirit of the stat. When therefore one
party, by not performing a parallel agreement
would suffer or practice fraud on the other
party, than would result by a breach of the guar
ment, such party is generally held to his agree-
ment in a ct of cty. Rob. 141. 2. 3. 1. Bl. 600. 1 Conv. 2.

Whee therefore a partial agreement for the purchase
of land is performed or partly performed on one
side, at the request or with the consent of the other
party, the other party is bound—so if on a pa-
rtial agreement for the purchase of land, the ven-
dee pays the purchase money on any part of it,
the vendor is compellable in a ct of cty to con-
vey the land, on the ground, that such execution
take it out of the act. 1 Bl. 360. 1 Nev. 189. 1 By. 201.
495. 1. Mod. 37. 1 Bl. 88. 417. 1 By. 80. 297.

The above class of exceptions, proceeds upon the
ground of preventing fraud & &co. says too, be-
cause the subsequent acts increase the improba-
ability of proving, tho I think how er incorrect—

They have in one case gone so far as to enfore
a partial agreement that was partly executed
when they had no proof of the precise terms of
the contract, in general this want of certainty or
precision in the terms of a contract is a sufficient ob-
jection to a specific performance of it—it is not
however absolutely necessary to it. 1 Bow. 649. A line
ab 849. 2. By. 20. 28.

Concerning the question what is a sufficient part
performance to take a cotn out of the act, it has
been decided that a delivery of before by the vendor
in pursuance of a partial agreement, is enough or
408. 947.
It has since been held, that taking possession in such a case by the vendor, is a sufficient notice to relieve the grantee of the existence of such a conveyance. See 1 Bl. 66, 2 Bl. 369. 1 Bl. 680. 2 Bl. 369. 1 Bl. 680.

So on the other hand, half of the purchase-money or of a part of it is sufficient to take it out of the act— but the fact of a very small part of it, would not do this— because this might be merely an evasion of the act. 9 Ath. 2, 1283; 4 Co. 321, 9 Co. 119, 1 Bl. 160, 4 Bl. 430. 4 Bl. 113.

On the other hand, half of the purchase-money or of a part of it is sufficient to take it out of the act— for this is not done in pursuance of the performance of the contract but a mere solemnity for the purpose of confirming it. See 6th 360. 4 Bl. 1230.

A question has been raised, whether a part of the money, by one party, as a part performance can be known by panel. This is I think, a groundless dispute— it may clearly be proved by panel. If sworn in writing would be a note or memorandum of the act would then be combined with, as the part of money is in panel, it is never expected to be combined with in any other way than by panel— it further the act only requires the contract to be in writing— it does not mention this. 9 Ath. 2, 1283; 4 Co. 159; 1 Bl. 159, 3 Co. 150.

When one party become bound by the partial performance of a panel's contract,
The act done in part execution, must be such as one as would prejudice the party claiming an execution of the agreement unless it were entirely enforced. 3. Ab. 314. C. Br. 260. 95.

It is also necessary that the act claimed to have been done in part performance, should be such as one, as in the opinion of the court, could not have been done, unless in contemplation of part performance. 3. Ab. 314. C. Br. 1561. 4. Ab. 314. C. Br. 312. 2. Do. 461. Flem. 596.

With regard to the nature & kind of acts that amount to a partial performance, the true form going Rs. are the criterion.

To a b. that an act merely auxiliary or introductory to a final execution of the agreement with is never considered an act of performance within the R - going to see the land or to consult counsel is no act of performance. If no act can be an act of performance unless it strictly in performance of some part of the agreement. 1. Ab. 312. C. Br. Br. 512.

On a cont. in consideration of seven.

Marry, if not as between the parties, such a part of performance, as will take the cont. out of the 904 - because a man. settlement agreement now is
to take place, unless the man is restrained—by
more, this was a just performance, the act
would be a dead letter. P. ch. 561. Ste. 733. 1 P. W. 612.
Rob 1768.

A fraud committed by a third person in consideration
of the same of A&B is taken out of the act, if
the man, later, place by the consent of the third
person, or the third person could practice fraud
on A&B— for they are not guilty if not hav-
ing the contract put in writting before marriage, be-
cause they are not the parties in the contract.

A.S. 1884. 1 Bov. 6. 277. B. 289.

When a woman having a portion by her fore-
man maries, enters into a fraudluous agreement with
her second, that this portion should go to husband
for his separate use, an action was brought for
performance. & the court was enforced upon account
of the pay which infringed on the right side a
just performance. Bro. agrees another reason.

1 Bov. 6. 304. 1 Bov. 177.

Cutting down tenant times has been deemed a just
performance. 2 Co. 18 2d.

Now, so as to just performance similar to the

Shave pointed out two exceptions. to the 23d. it
when there is no danger of fraud & perplexity
and just performance. Again a similor agree-
ment respecting land, he may be contradicted
by proving a fraudluous agreement it there was pay
in the similor agreement. 2. 348. 1 P. W. 620. 1 Toul
618 1871. 2. 348. 1 P. W. 620. 1 Toul
618 1871. 2. 304. 1 Co. 66. 3d.
A written agreement respecting lands or any other
thing, may sometimes be controlled by a parole
agreement for the purpose of rebutting an epty — than I agree to sell land to be this agreement is just in writing — afterwards to agree to take less than the sum specified in the writing — how draw evet may be introduced to rebut the epty. To rebut an epty is to rebut a claim merely equitatable — this don't contradict the stat on. § 6. The stat says no action will lie on such a pardol agreement. It don't say that it can't be introduced to rebut an epty. This takes place only in ebris. § 16. 1899.

But the stat 2d. year 2d. an action of mortis aft will lie for the use & occupation of lands on a pardol agreement — but this don't interfere with the stat of § 6. this action lies in some cases in boro. this we know no stat. Ex. D. 30. 165. 2. Bl. C. 1219. 1 & B. 378. 1 Mcr. 914. 1 H. C. 293.

Copy of the land must lie with the consent of the owner — in such case there must lie a cont. either express or implied. 1 & B. 378.

At § 6. aft will not lie to recover the rent of land, but debt will lie after a pardol lease at § 6. for too aft debt is a higher remedy. 1 & B. 373. Doug. 234. 2 S. 260.

In boro a pardol agreement don't create a tenancy at will, use a tenancy from year to year — to a mere license & will excuse a trespass — but it don't prevent the cont. from being impoised if there is no danger of fraud & foring. As subject to the R's above laid down, on the stat of § 6. 10.
Contracts

those of the first kind are those not to be performed within a year from the time of making.

This clause is somewhat similar to the rule of

limitations—this not strictly as it does not limit the time in which the action is to be brought.

To hold that this clause had extend to any
guarantees respecting lands, houses, &c., because the preceding clause has made all the promises intended to be made, as to

costs of this kind. Consider a formal notice of this

kind confided or partly executed, binding. 1 Scott, 2

W. 220. 1 Inc. 187, 5. C. Ch. 327.

When the performance is to take place on a contract

guarantee, which may or may not happen within

a year, the cost is not within the statute. 1 Scott, 220.


A promise to give a sum on the event of a man's will

to be bequeathed a sum by will. Bul. 220. R. 1278, 1288.

It is unnecessary to notice that the contingency should actually

happen within a year, for the cost is good or bad


This clause extends only to costs which by their

express terms, are not to be performed within a

year. R. 1281.

And even here it seems that when the promise

is made on a contingency, if occurring considera-
tion is good if to be performed within a

year from the time, when the consideration is
Bills applying to all the kinds of contracts included in the Statute.

The construction of the statute is the same in every case as at law. The remedy may be different, as may the mode of carrying it into effect, but the construction of the statute is the same. 1 Bl. Com. 600. 1ost. 18. 2 Bl. 6. 530.

The intention of the legislature always governs the construction of a statute. Construction is merely a process by which the intention is discovered. 1 Poo. 179.

It is often asked what is a note or memorandum in writing. I suppose, if to me where laid down in the book or in writing which is intended to furnish evidence of the facts. Hence it is decided by Lord Hardwicke, that a letter written to an agent was sufficient. 3 Atk. 503. 10 El. 21.

If the letter be written by one party to a note. 1 Poo. 232. 1 ost. 172. 2 Bl. 332.

The letter, however, must distinctly furnish the terms of the contract or not binding. 2 Bl. 265. 20 El. 374. 1 Bl. 413. 1. 10 El. 424. 3 Bl. 560. 10 El. 526. 1 Atk. 18. 1 Poo. 630.

If, however, the above terms can be made between a reference to any other document or extrinsic
fact in itself certain, the act is satisfied. Book 2.
293. 1. 1768. 996. 1830.

But the party claiming under the agreement must shew that the other party accepted of the terms offered in the letter or else there is no agreement - effect being wanting on one side.

A written or furnished advertisement containing the terms of an agreement offered on one side, is a sufficient note or memorandum &c on the part of the person advertising & will bind. 1. 186.
2. 1799. Book 1921.

The consideration of an agreement as well as a promise to do, must be contained in a writing as the lately called. Thus, no settled on account of the Jurisprudence of Stat, requiring the agreement on some note &c to be in writing. The promise to do & the agreement to be done are two things.

In considering another clause it has been decided that a promise is sufficient - but that clause is worded differently. 5. 9. 1799. 1707. Book 176. 116.

An instrument intended for a deed, but failing on account of some requisite, or change in the relation of the parties, may be enforced in Equity.
2. 176. 1732.

The agreement in the Stat, must support as well as be accompanied by the agent of both parties. Then an entry in the registers book is no bar of a lease from the act of the names to a tenant.
1. 116. 491.
What is signing? Not only a subscription of the name in the usual form, but the name of party bound if written in any form, & intended to give authenticity to it, is a sufficient signing within the stat. Text. 163. 163. 6. 1 dig. bar. ab. 92. 1. Atl. 323.

The name him must be inserted in the party himself & not by the scrivener & it must be inserted too, to give it authenticity. & forms more no other function. Text. 163. 1. Corv. 2. 285. 2. App. 331.

A party, making alteration in a draft with his own hand was formerly deemed a sufficient signing, but in more recent I think, probably, because the signing & drawing of an instrument are two distinct things. Text. 123. 1. 123. 1. Pa. 770.

It is well settled that the subscribing an instrument as a subscribing witness, is a sufficient signing to bind the witness, for any stipulation in the instrument relating to him--because the witness is supposed to know & read & adopt the agreement, by placing his name to it. Text. 124. 1. 124. 1. Pa. 383. 1. Corv. 2. 284.

If sufficient if the parties to be bound by the agreement has signed if the other party hasn't--the other party must acquiesce in the agreement previously. Text. 124. 124. 383. 1. Pa. 63. 1. dig. bar. ab. 30. 2. 92.

When A procures B to sign A is also bound--the reason is, because A procuring B to sign makes the signing an authorized by A. Mr. Y. thinks this reasoning too refined--this case is not like that of an agent, because B don't act for another. 1. Corv. 6.
contracts

287. 1. Eq. 64. 65. 66.

If that party not signing being a bill or the other, for a specific performance, he is then bound - because the bill being signed by itself, in truth escapes the rule. 1. Eq. 83. 6ab. 124.

An auctioneer signing a printed condition for the sale of goods & chattels is held to be sufficient to bind both parties. 2. Eq. 109. 1. 319. 3. 9219. 3. 9231.

But even when the auctioneer annexed the name of the purchaser to the printed conditions, when the article sold was then denied to the purchaser. 6. Eq. 115.

It was not signed, that the auctioneer signing made, when the articles are goods & chattels, but not when they are lands, tenements & hereditaments, or any interest in or concerning them. This definition I think is pretty. 1. Eq. 107. 1. 319. 3. 9219. 3. 9231. 1. Eq. 115. 4. Eq. 115.

It has been doubt whether a sale at auction was ever contemplated by Stat.

A printed notice may be a sufficient notification. The stat says the parties must sign - this is a rational construction. 1. Eq. 134.

The acts of an agent who signs for another not be in writing, this he & I is different in accord your care - but here we only want to answer the requisitions of the statute. Vincent ab. tit. cont. 11. 50. 9. Wood. 427. 4. Eq. 427.
It is unnecessary that the identical copy on which the suit is brought should be signed—because the statute says some writing note or memorandum of the oral agreement is sufficient to ground an action on; a sufficient agreement. 1 Pet. 3:17. Rob. 12: 1. 4th. 509.

The writing merely of an agreement, will, on its own head, not serve the lawful purpose, termed a sufficient writing. 1 Pet. 3:17. Rob. 12:1.
Bailment.

Bailment is a delivery of goods upon a certain express or implied obligation that they shall be restored to the bailee when the purpose for which they were delivered is answered, or shall be dealt with according to the bailee's direction. [Page 265]

The person who delivers goods is called the bailee. The person who receives them is the bailee.

In cases where the decision affects generally to how commerce is conducted, the true principle that opinions and facts are very various. The decision of Lord Holt in the case of Bagg v. Bernard and the decision of Sir WM. Jones seem to be the only sources of knowledge on this subject. [Page 265-266]

Every bailment vests a qualified right in the bailee, i.e., a right superior to all other rights except the owner. Thus I propose because Lord Holt says that owners have a special right in that case. It is unlawful to give a qualified right. The owner has a stronger interest than that to be sure. As a settled principle that a common carrier has a lien upon the goods of the bailee till he receives his pay. To be sure when the bailment is such that it may be countermanded at pleasure, the bailor has no lien as it relates to the bailee, but he has as to all the rest of the world. Jay is practically settled that the vendor of goods may have possession in any person that takes them away, and yet that it is essential to reserve. Konsruntz v. Lord. [Page 267]
Baillment

To a qualified jury which the plaintiff is 250
George 12. Sa 100. 301. 7. 1 P. 3927.

From the nature of the contract of baillment it follows
that the bailee must not only keep the goods but
that he must keep them safely for the specified time.
That he is liable for any loss or damage that
happens to them during the baillment, the rule at
all events, is a q. f. That he is not liable for any
loss or damage that did not happen there any
fault of his own. To determine whether there
is any fault in the bailee, we must consider,
not the nature of baillment but the conduct of the bailee.

We are to consider the nature of baillment because one
thing requires greater care than another. And the
nature of baillment may make a difference, when
the subject is the same. Thus quinquennale may be
left in a field but not jewels. So the value and
quality may make a difference.

To ascertain the degree of diligence necessary is
more difficult than any thing else in baillment. To
ascertain the different degrees of diligence require
by the several baillants, we will attend to
the following R. which are founded on the na-
ture of baillment.

1st. To the several R. in the bailee is bound
to keep or to use if delivered to be used, the goods,
with a degree of care proportioned to the value,
according to all the circumstances of the case.

[Page 266]

In some cases more than ordinary care is requir
but in some, less is sufficient. In order to unde
stand this, we must define the different degrees of care & neglect.

Ordinary diligence then is that which rational men in general use in taking care of their duty from 11.

The different degrees on each side of this standard are not precisely ascertained. Which is here to be left to the sound judge & discretion of a jury. To every degree of ordinary care there is a corresponding degree of neglect, or default—thus the omission of ordinary care is called ordinary neglect. {verse 31.}

Now the omission of the care which very attentive & diligent men use is called negligent neglect. 11. 31.

And the omission of the care which even careless & indifferent men take, is called gross neglect. 11. 31.

Gross neglect is evil of fraud in the bailee—the 11. 32. This is not universally true. If the bailee breaks his own goods precisely of the same kind in exactly the same way, this circumstance retards the idea of fraud. A violation of good faith is in 1. synonymous with fraud. To sometimes called mens rea. 11. 3. 61. 62.

Gross negligence is still however prima facie evil of fraud. There is to be seen are not all the degrees of care & neglect. To apply these observations, attend to the following P.

*When the bailee is for the benefit of the bailee only, nothing more is required than the good faith of the bailee, i.e. he is liable for only gross neglect— which amounts to a
Bailment

violation of good faith. In case of goods kept gratuitously for another. 4 Co. 83. 6. P. 3. 16, 21, 28, 92. 61. 38, 64, 65, 101. 6. P. 3. 147. 6d. 4. 51. 9. 4. 48.

There is however an exception to this 4 R. when the bailee makes himself liable for his gross neglect by special agreement for he may assume that character. Thus being no special agreement the R affirms 6d. 4. 51. 9. 4. 48.

And when the bailee only is benefited, he is liable for even slight neglect, i.e. he is bound to use more than ordinary care. But in all cases subject to the maxim of justice on the subject as in the case of a gratuitous loan. 4 Co. 83. 89, 90, 91.

And when the bailee is advantageous to both parties, where the obligation hangs in equilibrio, only ordinary diligence is required, i.e. he is liable for only ordinary neglect. As when cloths are left with a tailor to make. Thus Adam from the Rom. 2. 4 Co. 13, 101, 108.

Different Kinds of Bailment.

According to 6d. 14. there are 6 kinds.

1st. This species of bailment is called a depositions in 6. 6d. or a deposit. This is a delivery of goods to the bailee, to be kept by him for the use of the bailor without removal. This is called a naked bailment. The bailee is called depositor or naked bailee. 6d. 67. 6d. 4. 51. 9. 4. 48. 6d. 4. 51. 9. 4. 48.
This kind is called commodatum. It is a general term for goods that are useful to be used by the bailee, to be returned by him in the same quality and manner as before. Ed. Bay. 918, 919, Corv. 6, 259.

The bailor is in this case called the lender, and the bailee the borrower. This is called a loan for use. There is a distinction between this kind of loan and that which is called mutuum. A mutuum is not strictly a bailment, but a loan for consumption. So the specific thing could be restored not merely an equal quantity of the same kind, but of one kind, a basket of flowers for a mutuum.

It follows from this distinction that in the case of a mutuum the absolute post is transferred, but the transferee is liable for any loss that may happen. But if a house is loaned to one, Jones 92, 93, 95, 13, 133, 134.

3rd This kind is called locatio, or localis contract. In a delivery of goods to the bailee for him or servant to load to the bailor. Thus the bailor is called the vendor or locatarii, and the bailee the hirer or conductor.

In the Jones decision, as a subdivision under the fifth kind, but I think improperly he placed them in as much as that we need for the benefit of the bailor. Ed. Bay. 918, 923, 924, Jones 50, 112.

4th This is called reatum, or praemunire acceptum in Latin. In English, a loan is a delivery of goods as a security of a debt due from the borrower to the bailee. Jones 919, 920, Ed. Bay. 903.
4th. This is locatio operis ministerii reconditae, or locatio operis faciendi. In a delivery of goods to be carried by the bailee, or some act to be done about or with them for the bailee, if for a reward to be paid to the bailee. In the third kind the act is done for the bailee. When they are carried, it is called locatio operis moveendi, but when any thing is to be done, locatio operis faciendi.

This kind is ranked the delivery of a cargo or freight to be carried to another place. So of any goods to be carried in any way. So too to a mechanic to have labour performed.

This shows that this kind doth come under the third as ind by Jones. For in the third the bailee pays the bailee, but the reverse, both move more common carriers, and mechanics rank under this class. See p. 91, 919.

6th. This is called mandatum - a mandate - it is a delivery of goods to another to do something with or to keep without a reward. In the 3rd kind a reward is given - in this thing is rest. The bailee is conversely called the mandate toy. Jones makes but 5 kinds, that is unnecessary to mention. Jones 50. 28.

I think the division ought to be made as to bring under one class all whose duties or rights are the same. As the third fourth & part of the fifth, when a private person does the work.

We will now treat of the kinds particularly.
Bailment

1st. Depositum in naked baili. The bailor here is only liable for gross neglect—i.e., that is prima facie, or by fraud. If he is liable on the ground of fraud, this is a delivery of goods to the bailee to be kept for the bailor, without any servand: the bailee is called a depository. Ed. Ray 909. 913. Sto. 1099. Gom. 94. 25. 6. 61. 12c. N. S. 12.

Rona says ordinary care will discharge a man i.e. the bailee, from all liability—but Mr. B. says if those ordinary cases will discharge him, the 6th. Bk. 173. 13. B. N. 772. 11. C. Mod. 439.

Mr. B. says he is liable only on the ground of fraud. Of course if in gross neglect it can be proved that there was no fraud, the bailor is not liable. If he treats his own goods as he does those of the bailee, gross neglect is no sort of fraud. Ed. Ray 909. 913. Bk. 2300.

So if he is a drunken fellow & sleeps with his door open, thus exposing his own goods too, there is no express stipulation limiting or extending his liability.

Perhaps on insinwale there is another exception, viz., when the bailor is in consequence of the officiousness of the bailee. But the acceptance is general in consequence of the officiousness; he is prevented from trusting them with a person of integrity. Gom. 66. 7. Ed. Ray 682. 909. 913. Reeves's Hist. St. 244. 6. 324.

Some of the old rules seem to be opposed to this. L. P. the care of Southcote is opposed to some use. In that case the bailor brought an action in
Bailment.

The bailee for goods bailed - the oft said - that they were stolen - which was adjudged in demurrer to be insufficient - Mr. J. thinks the decree correct - for by accepting the goods he became liable in all ordinary cases. But the plea was ill for another reason. It merely states that they were stolen - & the theft might have taken place with his consent, or thus his default. 4 Bl. 83 b. 63 b. 81 b.

But the case is decided in 4 Bl. 83. in re, not the doctrine advance obiter - is offered to the case of Boggs & Barraud in 4 Bl. Ray. 4 to all modern ancient & opinion. 4 Bl. Ray. 65 C. W. notes 913, 914. 1094. 119 b. 4 Bl. 83. 63 b. 81 b.

Formerly there was a distinction between special assurance to keep safely with & one without valuable consideration - secures now. It seems then that a delivery of goods is a sufficient consideration to support a bailee where the express is to imply one where is not expressed. It has been held as that when goods are left with a depositary, & the owner keeps the key of the chest in which they are placed, the bailee is liable only for the loss of the chest - this opinion is merely obiter.

The truth is neither baile nor holder have a distinction between cases in which the bailee was & was not ignorant of the contents - yet this seems to be the criterion. When he receives a chest knowing it to contain goods, he voluntarily takes into his charge the goods, as well as the chest, whether he has the key or not, he certainly has the custody. Holt says he is bound to keep both at any
rate, this however is not so.

He must know the contents to be subjected. The subject of bailiwick has not been understood till lately.

The persons in the case 89th case are very numerous. Holt had the general outline of the subject very correctly, having taken them from Bracton who took them from the Roman law.

The truth is if the bailie was ignorant of the contents of the chest, he would be liable for the chest only— for he ought to know the contents to know what degree of care to use. 260, 39. 5. Ed, Bay, 91. John 51, Rom.

I think he ought not to be liable for the content unless he has been guilty of gross neglect as to the chest, certainly not unless he is acquainted with the contents of the chest—especially not to the buyer who has by fraud or laches concealed the fact.

In 16 at most this is no more than a case of insurance— for he only knows to keep them safely—under the 2. of insurance he would not be liable for if the statement to the insurer is not explicit & correct, he is not liable for it. 17 Ed. 109. 107.

The bailie may exclude his liability by express
Bailment

A person by the depository to keep the goods safely does not subject him at all events. He does not care of loss by the act of God — for actus dei neminem facit ingminem — nor in case of irresistible accident.

Again, he is not liable for the act of wrong done provided he is not in fault — as in case of robbery. This is not so as to theft — for this is a Lauter true act. I suppose neglect in which common prudence would have guarded. 4 John 62. 3 A. Ed. Ray 1634. 6 Co. 311. 12 Moore 298. 9 Hold. 35.

If however he should be guilty of any fault or negligence in exposing the goods, I think afford a limitation to the commission of robbery, he would doubtless be liable.

This is analogous to a warranty made by the deponent — the covenant is for peaceable peace — yet this is not a covenant in trespass — for they are wrong done. If this does extend to mere act of wrong done.

If the depository refuses to deliver the goods after they are demanded, or in any way converts them to his own use, he is liable in an action of delinu or breach, or indeed in any action on the false
Aft is breach & perhaps delinu being in such case
concurrent. 12 Moore 212. 1 Roll. 123. 689 242.

An unjustful delinu after demand made is con-

viction.
In ord that where the article bailed is expensive, keeping the deferaity may use it to defray the ex-
 pense - instance a horse. Jones. 11.5.

Bailment

2. Commodity. This is called in English a
 gratuitous loan or lending. As a delivery of goods to
 the bailee of goods for his use & benefit solely to
 be returned specifically to the bailor.

This bailee must use more than ordinary diligence
 & is liable for less than ordinary neglect. If he
 leaves a horse & puts him in a stable leaving the
 door unlocked & he is stolen, the bailee is liable.


Generally a bailee is liable for theft, unless he
 can shew the want of extraordinary care - i.e. he is
 prima facie liable. The onus probandi rests on him
 Jones. 91.2.

The bailee is not generally liable for such act of
 force as he cannot resist - never indeed, unless there
 is some want of care or prudence on his part. Ed. Ray
 916, Jones. 95, 1. Ser. 239.

He is not liable for inevitable accidents as lightning.
Yet I think he may make himself liable for that
 - as so too of all other bailors. As if he is guilty of a
 serious breach of trust - thus if he should attempt to
 rob a person in a very dangerous time with a bailee
 horse - hence the loss was occasioned by his own mis-
 take, so too if he borrows a horse to go to one place
 & goes to another - the moment he proceeds on such
towards the wrong place, I is a wrong does I doubt len an action would lie in him - tho' as the case might in the damages would be nominal.

This A is laid down as to the two kinds of bailee... and I know not why it don't apply to all. So too if he detains him longer than the time he is hired for, if the house is destroyed I think he would be liable. Ed. Ray 719, Jones 35, B. 1 Ba. 274, 297, In, 250, 257, 274, 294, 349, 359.

2nd loco or conduct - lending or hiring - this is where goods are hired to the bailee for his use, for a reward to be paid, the bailor.

Here the bailer gains a qualified duty as in other cases if the bailor an absolute right to be paid. Jones 119 Ed. Ray 719.

Here, as both are benefited he is bound to only ordinary diligence. As said by Ed: Holt in the case of Upjohn, Barnard that he is bound to the utmost diligence & consequently is liable for slight neglect - which is the same as in gratuitous bail. This is in the common sense of mankind. 1 Bow 211.

The terms "utmost diligence", ordinary diligence & when this case was decided seem to have been used without any definitive meaning. Ed. Ray 719.

Ed. Holt himself makes a distinction between a kind liability, & that of borrowers - for he says the hirer is excusable in case of theft - but he says a borrower of money in prima facie liable for theft - this distin-
tion however could not exist if his doctrine were con-

A hirer may or may not, as the case may be, be ex-
cused for theft. Jones has traced the distinction of
Holt to its source — he got it from Bracton. I have
the word in the speculative degree, when he means
the positive. This lenitive cullum is translated a
right neglect. Altho' Bracton uses the word he is the
only Roman writer who uses the speculative. Holt's
opinion is not to be taken a dictum. Ed. Aug. 96.

A hirer is regularly excused in case of robbery —
seems if occasioned by imprudence & want of ordinary
care. When a house is hired, the hirer is liable if he
is stolen in consequence of not locking the stable door.

And this is the most common kind of theft therein
is left by or at there on any other. May thinks the lex
bon should govern. Jones 126.

It has been made a question whether the bailee
of a chattel lent, is not bound to keep it in repair
during the rent, it is decided that he is not. 1 Ed.
125. 1 Doug. 120. 1 B. & P. 109.

4th Prown or pledge — signify or pignori accettate — the
is a security for debt — is necessary to presume
that bailee is used to denote the delivery of the thing
— yet it is sometimes used to denote the thing deliver-
ed. In prown, the trade pledged is fixed. The substau-
tially the same as a mortgage, & the general pricci
plies in both cases are the same. 1 B. & P. 224. Ed. May 1819.
1 B. & P. 127.

The maxim once a mortgage always a mortgage
Bailment

affix mutatis mutandis to the case - once a pawn always a pawn. By this it is meant that no collateral agreement not to redeem is binding, i.e., no collateral agreement that on a certain event taking place, the conveyance shall be considered absolute, shall make it cease to be a pawn.

It has been decided lately that when the delivery was by absolute bill of sale, yet if was intended as a mere security, the vendor shall always have all the right of a pawnor, and the instrument of conveyance provided, that if pay was not made by a certain day, it should be considered a sale.

1 H. Bl. 115.

This bailment is advantageous to both parties: to one as a security for his money & to the other, since by it he obtains or at least prolongs credit. Hence the bailor is bound to pay, ordinary case, & of course is liable only for ordinary neglect. Lett. 522, Ed. Ray. 117, 120, 182, Jones 105.

As held in Southcoate's case, &c., that the pawnor is bound to keep the goods only as his own are kept & that in this he differs from other pawnors - a this case stands to not more. The reason he gives for it is, that the bailor has a duty in the goods, but the don't support the distinction - for every bailee has a special duty in the good. Lett. 89. 4, 50, 83.

He is not bound in case of Robbery, unless he was only exposes the goods. Ed. Ray. No. Salk. 522, Jones 107, 109, 111.

So set in Southcoats case that if the goods are
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done he is not liable. But surely this is not so; for theft in some cases may arise from gross neglect on his part, Jones says unconditionally in all cases, if he suffers the goods to be stolen he is liable—he does use ordinary care & the theft is proof of it. This is an indefensible as below—careful men lose goods by theft as well as negligent ones. Neither ordinary care was used or not ought under all circumstances to be left to the jury. The reason given is not agreeable to fact.

Jones says the borrower is liable in case of theft unless he can show that extraordinary care was used—hence he thinks it may happen extraordinary care notwithstanding. The B are inconsistent

& the former is: Jones 106, 137, 93, 112, 9. 32a, 265, 266, 268. 272, 372, 373.

The pannier qualified first in the thing pannier is determined by pay or tender on the 2. day.

& the pannier settled receipts. 1 Ba 23, 97, 32a, 344, 266, 267, 268, 372, 373, 374. 2 Ba 23, 97, 32a, 344. Exp. 265, 266, 267, 268, 372, 373, 374.

Consequently if the pannier after pay or tender on the day of pay or tender, retain the pannier he is liable to any loss that may occur & he is a stronger


There is one B of pannier different from any species of bricks. If the pannier refuses to deliver the pannier after pay or tender, he is not liable for the
Another reason is, the pawning might be used for purposes of opposition, the pawning being always the last resource of those in circumstances when embarrassed, which observation does apply to any other kind of bailment. As it then could not be in secret for a sufficient is required for the purposes of notoriety in all mortgages, 182, 243, 247, 185, 214, 219, 249, 232, 207, 320, 309, 308, 307.

Your remarks that Butler observed, that after the tenor of the pawning becomes definitive of the pawning, Mr. J. says he can find this principle laid down by Butler & at any rate it can be to 1 John III. 9, 11, 12.

When the money is tendered, if the pawner refuses to accept it, the pawner then becomes determinate of the money for the pawner & the pawner has a right to the money & is liable for the loss of it by gross neglect. If the debt is kept it his title will avoid having nothing. In pledging the lender is entitled to add that you always have been ready, & tenders paid & still are ready upon proof to discharge it 237, 185, 237, 238.

In some cases the pawner has a right to use the pledge if he is not when he has not. When he has a right to use it is founded upon many cases on the presumed consent of the pawner, where there is no express consent & the consent is presumed to not, as the pledge is likely to be made better or worse, or not at all affected by the same.
The penitent is not injured by the use, yet he may use them at his peril. It is evident that they are injured by use at least to doubt the question that they are not. This is an easy decision to be a very strong one, since the purpose of the pawning is prevented. The right in case of the pawning is founded on a presumption of innocence. 1 Juv. 29. 1. Ray. 97. B. K. P. 72. 1. Ba. 277.

If the pawner is at expense in keeping the pledge he may reimburse himself, by using it — a argument is necessary to found no consistent view — distinctly a matter of justice, but there ought to be some limits to this right. I should say he ought to use him only till he is reimbursed, Cop. D. 625, Jones.

If then the pledge, and not in any where for the use he may use it at his peril — see if is injured by use. So if a garment pledged is washed the moment, the pawner is liable in an action of trespass — for the act amounts to a nuisance — but in case of a milch cow, the pawner is bound to milk her because he would grow wearisome not milking. 1. Ray. 237. Jones. 112. 1601. 221. 1. Ba. 257. 266. B. K. P. 72.

He must now consider goods found. 1. Ba. 2, 66. observe in the case of Harvard v. Egges, that the distinction that obtains in the case of pawning, exist in the case of goods found. My impression is, that the same degree of diligence is required in the pawning as in the finding, vizi., ordinary — which is undoubtedly true. In our House the law is not sound to keep the
A bailment

proof safe & is not liable for ordinary negligence,

the decision in the case is undoubtedly correct,

the reasoning is not. theorem was brought for


b. s. 899, Sup. D. 599.

Holt v. Bros. both say that the finder is not bound

to use ordinary care, the dictum in bro. B to the

contrary notwithstanding.

In one point of view it would seem he ought to

be liable for proof neglect only, since the bailor

beneficially only to the owner, the finder being

entitled to no reward.

Thus is however a difference between a finder to

bailor. The owner chooses his bailor & if he suffers

a loss, it is thus his own fault, for he ought to have

remained honest either by the character of the

bailor or by security. A finder is not strictly a

bailor, for there is no delivery of goods to him;

if he takes them there is ought to trust them

to. 1st. Roy. W. Sup. D. 599, 1. Dow. 252. s. 60. 146. Dow. 2223

b. s. 854, 3d. 655.

In this & in most of the U. S. the b. is settled by

law, that the finder has a lien upon the goods

until the expense is discharged.

The bailor or more properly the quasi bailor

being beneficially to both parties, the finder is doubt

less bound to an ordinary care.

The finder is liable in an action of trespass after a

demand is made & reasonable care of ownership

adduced all the his own expenses are not found
Bailment

or ever lexed. The lender has no lien unless the goods at B. is for his trouble & expense. 81. 117.
I. 101, C. 2. 139.

The case of railway is different from this, being dependent upon the principles of the B. 2. 3. 99.
I. 15. 239, &. 276. 2. 67, 219.

Can a lender maintain an action for the return in Eng? Mr. B. known the principle of the B. 2. by which he can. He has indeed done a neighboring act, but a voluntary custody is not the ground for an action. If an action will lie it is on rent or cont. rent is out of the question no wrong is done. An action by the B. su. for a volun-
tary custody.

Again no action founded on cont. will lie for one person has no right by his own act to sub-
gest another without his consent, even by the B. 2. 126. except in case of negotiable instruments.

to be sure when a person knowing does what he is compelled to do for another an action will lie, as where the securer pays the debt of the principal. But here is no privity of cont. As the parties are total strangers to each other, to im-
ply a cont on our act is also a special request which would be going too far. 3. 1. 3. 3. 3. 1. 11, 2. 108, 2. 119.

A refusal by the lender to redeliver the goods is not for a conversion to merely punish a
ere, end of a conversion the end may be re-
duited. Of conversion is an aspersion to trust the
 goods of another person as if they were his own.
Bailment

The finder is not bound to deliver them up until reasonable end of ownership is furnished, for he is not deemed to know the owner. If he delivers them without such end he does it at his peril. Any if he delivers them voluntarily without such end, he is still liable to the owner consequently for his duty to refuse to deliver them till such end is furnished, as would satisfy a jury of ownership. C.P.C. 190, 2, 364, 912.

This reasoning however, does not apply in strict bailment. The bailee of goods knows who the bailee is.

This case of a finder has led to much difficulty. Quoted in this state the two were settled. viz. A finds the goods of B & declares them - A refuses to deliver them - he then brings an action of trespass & by false testimony recovers them. Afterwards B demands them of A who refuses to satisfy him. B then brought actions & A pleaded in bar a former recovery - still the same judge for B. 1.ooth. 313.

The question is: the first judge - a bar to the action. I know of no decision precisely in point - yet from analogous cases I should suppose, that it was. If a man produces forged letters of administration, & upon request the debtors pay him the debt, they do it at their peril - for they do it voluntarily - consequently they may be compelled to pay them again to the real debtor. hence if they are sued by a recovery had - for to a B of L. that when a man is compelled to pay a sum of money by a process of B to a wrong person he shall not be compelled to pay it again - the if he has paid it voluntarily he might.
In case of a false protest to a note, part looks upon the protest & confession of the' and in this case the lawful note cannot be filed a second protest. Suppose a protest is made to a bankrupt by a process of 2 who has debts in another country, he goes to the proper & recovers the same in his own name. This is a bar to another action for the same debt by the assignees. The party was Bens. 304. 467. 2. Pa. 167. 2. Bl. 669. 69. Doug. 161.

If irreparable goods are furnished as security for debt & decay, the pawnor may redeem his debt the security has ceased. See 5. 6. Com. 17.

So too while a pawn remains in the hand of the pawnor he may bring an action & recover as of common right unless he has defrauded himself of this right by secret agreement. Se 99. 26. 26. 179. 2. Lev. 158. 2. Ker. 691. 8.

But if part of debt is not made at the 2 day the pawn becomes absolutely the pawnor; this the pawnor has still an ease of redemption. 1. Ra. 16. 1. Inst. 109. 1. Ker. 691. 8.

If the pawn is lost thus the previous fault, or thus the omission of ordinary care in the pawnor the debt it seems is extinguished. But this does not
BAIDMENT

Seem a very reasonable rule, since the persons is liable to the pawnor for the value of the thing pawned. But if the pawnor use diligence in recovering the thing pawned or loss it shall not be an extinction of the debt. Jones 166 D. Ed. Roy. 919. Bin. 1924.

A factor that is a foreign commercial agent the he may discharge absolutely of the goods of his principal, can't recover them.

His business is to buy & sell, his commission is construed strictly. He can never transfer the lien which he himself has because it is real & not transferable. 4th Ed. 109 B. 605. 14th Ed. 963. 4th Ed. 237. 4th Ed. 352.

That is he can't transfer his lien so as to give a lien on the principal—yet he may transfer a lien on himself. He may hold the goods to satisfy a general balance.

If he does pawn such goods or transfers to the factor of what is due to him, to secure him the pawnor by the principal. A pawnor than must be a demand on the pawnor. The lien is not mentioned.

The pawnor may sell the pawn after the day of pay for his right is absolute in 1. This differs from a mortgage.

When bonds, an assigned they are still subject to a lien in the hands of the assignee, unless as to third parties. 1. Juris. 205.
Mr. G. then it is the parson ought to have the matter in equity — Drum ought he not in 2 Stat. 345. Chum. 9. P. 283.

Is not by some the the point is questioned, that the parson may assign before the day of part, i.e. transfer his right. 1 Ross. 288. Drum. 2. 125. 164. Stat. 29. 31.

There are true cases which seem to contradict this. Before the day of part he has only a lien which cannot be transferred — especially this is true in a lien of this nature for this is a fiduciary estate. 1 Ross. 666.

Again a lien cannot be forfeited by the parson. But every thing can be forfeited for crimes which may be transferred as his own. 2 Stat. 42. 60. 286. Moors. 170. 1. Ross. 288. Ross. 255. 7. 13. 606.

At the same time the party is in such a case that it may be forfeited by the parson for his crimes. To be sure the parson is not to be required to forfeited subject to his lien. 1. Bos. 59. 2. Ross. 316.

So it in Brooks, who is a high case that the interest of the parson cannot be aliened before the day of part, and this is recognized in. 1. Bos. 283. 2. Ross. 319. 3. Ross. 289. 2. Bos. 316.

It is likewise agreeable to the reason of the thing for him is a first trust — which is not true in case of a mortgage. And party too is incapable. It may be run away with — not so with real, and if the assignment were to be made to a heir or a beggar the parson would be liable to be defeated of his interest.
Badman.

There is a case in Ver. which seems to oppose this — but the truth is, that the form was perfected by the person making the application, in consequence of our acting on the day. So its having been assigned before the day of payment made no difference.

2. Ver. 691, 692. Ex. 61, 410.

Again a farm or the interest in a farm can't be taken for debt in execution. Whatever can be sold or assigned can be taken in execution. 1. Co. 324.

The farmer may foreclose his mortgage for reasons the reason in he may assign it. 4. Bul. 29, 4. 6. 309.

Anciently this was decided to be essential to a farm that it be delivered when the debt accrued or the money was lent — otherwise it was considered not as a pledge giving a special equity to the holder, but merely as a license to excise two parts. 1. Co. 238. 4. Ver. 104. 1. K. 320.

See Co. now. 49.

In new settled that it makes no difference when the farm is delivered — hence if A delivers goods to B as a security for a debt previously due from B, B becomes a farmer with a special equity so that he can countermand the delivery — this a contrary opinion formerly prevailed. 1. Co. 238. 4. Ver. 104. 1. K. 320.

1. Bul. 68. 62, 309.

But if A delivers goods to B as a naked donation to B, the delivering may be revoked at once before the actual payment, because the delivery was without consideration. As held in that a farm gift without any act of delivery, will not transfer any interest to the donee.
May if he should take the article without any deliver, $ I presume an action would lie on him after demand. 1 Sa. 249, 2 Sa. 260, Ex. 55, 2 Sa. 355.

Somewhew there doubtless is no day of payment, so that it would reneat the debts unless it would change the joint lives of the parties. So we settled that the persons may redeem at any time during his own life. After the persons' death his estate at no cause redeem, the in reality I think they may. See 258 Yeb. 173, 6. 39. 1 Bulk J 240. 5.

If the persons before his own death delivers the pledge to a stranger, without consideration, the delivery is to be made to the estate by not to the stranger. If after such The stranger refuses to deliver, the person will be as heir. For the refusal is out of conversion. See 2 240. 5, 1 Sa. 232, Yeb. 178. 7.

But if the delivery was with consideration, the question to whom delivery must be made is the same as where persons are assignable before the day of payment. If they are assignable delivery must be made to the strangers—If they are not to the persons' estate. Yeb. 178.

When the persons dies without redeeming I think his estate have the right of redemption, just as in the case of mortgage.

When the day is fixed by the persons persons, do not may still redeem. If not should not the mortgage be granted when the day of payment is fixed by him? If a day is fixed for paying the persons
interest is not forfeited by death. The enter
may redeem by paying or tendering as he might
do if alive. If the entry pay at the day the entry
ments; if not, he has an right of redemption.

If no day of pay is fixed, the previous title
is enough time to redeem & this P. which termi
nates his right of redemption at his death, is a
reasonable one. 4. bond 359. 1 Ra.239. 1 Ra.
299. term 245. 1st 178.

5th species of Bailt, is a delivery of goods to the
bailer to be conveyed from one place to another
or something else to be done about or with them
for a reward to be paid by the bailer. This
bailment includes a delivery to a private person
in his individual capacity, or to a person exerci
sing some public employment in his profesi
nal character. As a private person as a
mechanic & to a public one as a comon car
rier or shireker.

Between these two classes there is a material dif
ference. I shall therefore consider 1st Private bailers
of this kind is a delivery of goods to a private
person, to carry from one place to another, to a
tailor to make clothes. To a blacksmith, lucifer

So a delivery of cattle to an agoring farmer to be
departed

The 2d kind of bailt is susceptible to both faci

correspondingly the bailee is bound to only ordinary care & liable for nothing else, than ordinary neglect. Bell. at 4 Mor. 548. 12 Aug. 915. 1 Bow b. 255.

Hence he is not generally liable for neglect. 3低碳

For theft, the bailee is prima facie liable, yet if he can show that he used ordinary care, he is not - the owner himself rests on him.

James says if the goods are destroyed by the bailee's landlord, he is liable - for that is ordinary neglect. James 141. 2, 28.

But a distinction is to be observed between this kind & a mutuum. The latter is where the hate to be delivered is not changed, that it cannot be identified after the labour is done. When wool is delivered to a blacksmith that specifically can be restored. But a mutuum is to be so changed that it cannot be identified. If silver is delivered to a smith to be mouned into a base, the smith is not a bailee by law, because the fact is so changed that it cannot be identified. This thing is precisely analogous to grapes turned into wine or flour into bread or grain into flour.

Thus if you take any bags of grain & may store them as long as they can be identified, i.e. as long as the are in the same condition in care of a mutuum, the bailee rests absolutely in

the bailee.
When the grain is turned to flour it becomes a
mucinum, it can't be identified & may not be
notake. James. 14:2, 3. 89. 2. 86. 76. 182. 188. 189. 183.

If flour is taken & turned into bread tomorrow
must be had by an action. I think therefore that
the bailee is liable for any loss that may happen
to a mucinum, for the law rests on him absolute
ly during the treatment by the delivery. But
free than that goods are delivered, if one destruc-
ted & sold for rent. Here the bailee is liable only
for ordinary neglect, since he is bound to use
only ordinary diligence. The law may determine
any thing he finds on the premises, thus it should
be the duty of a bailee. Jour says he is liable
for he don't use ordinary diligence to secure
the goods. James. 181. 2.

Jour also raises the question how far the de-
pository, is liable for goods taken for rent annuan.
He went above that he is liable on the ground
of negligence, the he may be on the ground of
fraud, if in voluntarily exposed the thing bailed
to be taken.

Mr. Y. thinks indecisive will lie in such case as
the bailee, since the bailor's duty has been used to
pay the bailee's debt. thus however is more sophis-
tication unsupport by rule.

How far then is the bailee liable to the bailee? I
think he is liable for the whole value of the
goods bailed.

When the bailee is to some person who is to do
some act of skill in the way of his trade, we
Bailment

contrs are implied by s. 178. That the goods be in
deleivered - i.e. be taken care of so that they may
be undelivered. & 2nd. that they work be skilfully
done.

When the act to be done is not in the way of
the bailees trade or purpose, the 2. will simply no
couch that it be done skilfully - tho' the bailee
may bind himself by enjfeesajement. 3. 86.
169. c. 11. b. 84. 70. P. 7. 8. 3. 9. 1. 12. 34. 9.
I think there is no obvious reason for this dis-
tinction - whoever professes a certain trade ini-
pliedly contracts with the public that his
work shall be well done.

John also makes a question whether the bailee
incomes in John. he thinks he dont - to be sure if
he dont take ordinary care he may be liable. I
think if he neglects to have his ship minded, even
at a reasonable custom of the town to have ships
minded, & to considered neglect to omit it he
would be liable. John. 142.

But suppose the goods are destroyed after the work
is begun & before it is finished, or after finished &
before delivering, this want of that care which
the 2. requires, can the bailee recover for his
labours spent on the goods prior to their dele-
tion? I think he cannot - for his labour is no use
fit to the bailee, & his not being benefited is
the fault of the bailee. In this case the good, re-
must by his ordinary neglect, & he is liable for their
value to the bailee. This opinion is most induced by a case in St. Albeirti's time. 3. 390. 199.
Ballment

2nd class of bailers, viz., those exercising public em- ployment in a professional character. This bailer includes the delivery of goods to a common carrier, a master of a ship who is a common carrier, a common barge, any person who carries goods for reward, without. The most usual class is common carrier.

A common is any one who makes it his usual business to transport goods from one place to another for hire or reward; he differs from a private carrier inasmuch as the latter don't make it his business. Under this class may be ranked a common porter, a common boatman, a common ferrierman, a master of a ship who carries goods from one place to another, &c. Even formerly supposed that a common carrier meant those only on land. In the reign of Jan. 1st, 1622, extended to hoymen—&c. the time 25 days to ship master, from 149, 132, 4, 36, 34, 1832, 9, 9, 5.

1st Aug. 18, 1st Aug. 1830, 1st Aug. 1830. 1, 58, 37. Aug. 32, 0.

A stage driven is a common carrier if he make it his business to convey goods. Brit. 190, 1st Aug. 17.

At the former time ship master &c. ship owners are common carriers, because an action in the nature of an action or a common carrier, may be maintained in either. This is an exception to the 2d ed. of M. 1st, S. T. 623. 1st 441, 9, 2nd 239, 1. 1st 74, 15, 5th 67. See 1st 8, 1st.

If a common carrier who has conveyance to carry goods, should refuse to do when applied to, he is liable to recover an action on the case—because he has broken on implied contract made
between him & the public, that he will carry when he can be paid for it, for any person. The case is the same as that of an innkeeper who stipulates with the public, to entertain those persons who come to his house, as far as he has convenience, & not further. In a general opinion among such people that neighbours may go to an innkeeper & call for liquor & commit time to get it for them: this is erroneous; the innkeeper stipulates to entitled travelers, not neighbours & &c. See 1 Bl. 365. 4 D. 380. 4 B. & S. 70. 1 B. 166. 1 Harr. 169.

The statute 7. Geo. 4. has exempted the owner from any expense, except the amount of the value of the ship & freight, when the loss is occasioned by the mismanagement of the master & mariners. 1 C. & R. 167. 78.

As a common carrier is bound to receive goods, it may be conditional: he may decide that he will not receive them unless he has notice, or that money is among the goods: unless, the owner will lay him in proportion to that value. As however settled that his demand must not be unreasonable: & this a question to be decided by the jury under all the circumstances of the case. He ought not to indulge caprice. But when the risk is incurred, he certainly ought to be permitted to make conditions, as far as he, whether them be money or other valuable commodity. 6 C. & R. 692. 1 B. & C. 1898.

As this built is advantageous to both parties & if there was nothing to induce him exercising care, he would be bound only to ordinary care.
It is now holden that a common carrier is held for all losses except those occasioned by the act of God, or by the public enemies of the land to which should be added those of the carrier himself, otherwise he might profit by his own wrong. This distinction between common carriers and all other bailees, when the bailee is benefited through the carrier, is founded in public policy. 1 Met. 211, Holt 193, 3 B. & C. 374, 2 Beav. 91, 11 Cr. 127, 93 Pac. 125, 12 F. 78, 609, 17 Cal. 271, 10 Mich. 198.

Common carriers must often be employed by strangers and must oftentimes of course to incur a great degree of responsibility. The opportunities of fraud and collusion are very great. Sooke says they are liable by reason of the reward they receive. But special carriers receive a reward also, so do many bailees. This thing is not the reason, it appears to be this, that otherwise carriers would combine with circumstances of volume 51 to the injury of their employers. Sooke seems to draw his experience from their receiving a reward, but you must remember that the moment they cease to be common carriers, they become a mandatory bailee. 4 başladı. 725, 686, 169, 605, 142.
Bailment

works for which they are liable. 1 S. Rep. 93, 69.

By the act of God, says Manfield, is meant such acts as could not happen by the intervention of man — as tempests, deluges &c. A loss by fire not occasioned by lightning, is not considered the act of God. So an accidental burning will subject a common carrier in the same way as a ship is subjected for escape occasioned by fire or a wreck. 1 W. & R. 34, R. B. 61, 117. Dyce 664. 6 S. 620, 6th 1851.

On this principle it has been decided that the owners of ships are liable for damage occasioned by rats gnawing through hatches of boards of a vessel, by which means goods are injured. I question this. 1 S. & R. 15, 16, 17; 18. 1 Mod. 85, B. 49, 1 W. & R. 241. 6 S. 620, 1 Vent. 237.

2d. Public enemies by these is meant all persons who infest the public sea. rent rebels & privateers. 6 S. 620, 1 Vent. 249, 1 S. & B. 15, 1 Mod. 85.

If a common carrier is under the necessity of destroying his goods, this is imputed on him by the act of God or inevitable accident, he is regularly excused. As if goods are thrown overboard in a storm. 6 S. 620, 1 Coll. 561, 12; 60, 13; 61, 1 Ro. 34; 2. Rule 280. R. 400. Brev. 1 Ro. 148. John 12; 1 S. 620, 1 Vent. 249, 1 S. & R. 15, 1 Mod. 85.

Yet if the seafarer voluntarily exposes the vessel he shall not be excused. As if a ship is put out in very tempestuous weather he would not be excused. 6th 128. 6 S. 620.
Bailey

If a carrier should throw out a box of jewels, it could not be held the weight much hence he would be liable—seen if he should throw out any cumbersome body as a bag of sugar. He is excused also if the left should happen thus the bailee, negligence as if he should have a horse of mere put into his cart in a state of fermentation by which means it burns. B & B 16.

28. 34. Exp. 281.

So if the bailee's carriage is full, & the bailee were less so much to take the goods, as shown he intends to bear the responsibility, the bailee is excused or he is not liable as far as common carriers in general. 2. Story 13. 1. 334.

In order to subject a common carriers to such the goods must have been lost while in his hand or under his immediate control, consequently if the bailee should send a ship or board the right to preserve the goods, the bailee is not liable. But says Thr. J. if a S. is put on board to take care of the goods, the bailee is not liable at all events. For if he fails to see that a transportuous revery be liable for loss—but he is not liable for not taking care of the goods while on board. i.e. particular case. Exp. 631. Bul. 10. 1. Story 327. 17.

Str. 690. 27. 119. 430. 450. 17.

But there is a difference between sending a S. or board, & a mere request of a passenger to take care of them. In the latter case the common carrier is not discharged at all. If a box be put on board, & a common carrier not know the contents accept it, he is liable unless the acceptance is conditional. i.e. unless the
Bailment

Bailment is the act of a special agreement. If the carrier himself is not responsible for the safety of the goods, he is not liable for any damage caused by the carrier. If the goods are carried in a common carrier, the carrier is liable for the goods. If the goods are carried in a private carrier, the carrier is not liable for any damage caused by the carrier.

I will now mention a case that was clearly not the case. In one case, a ship was misneglected and the goods were lost. In another case, a ship was misneglected and the goods were lost. In these cases, the ship was held liable because it did not make a special agreement. As a result, if you don't make the agreement, I am not liable. But I think this is an unreasonable requirement, and accordingly, there have been overruled in a number of modern cases.

Jones 14th, p. 145. 1 Rev. 610. 1890.

For the purpose of making a special agreement, however, this is unnecessary, that the carrier actually use the services of the ship. An agreement if such a notice has been given in a newspaper, as if the advertisements that he will not be liable for articles of a certain nature, unless notice is given at the time of delivering it, nor unless more reward is given than usual. The party will presume as a rule of the highest degree of knowledge. 42, 14th, p. 35. 1892. 3. Y. 59. 1892. 3. Y. 59.

Under a general acceptance, a carrier is liable for all articles carried, except the case of fraud, it is not.
But if the acceptance is official he is liable for only as much as he undertakes to carry. As to the residue he need not act as a common carrier, and is not liable as such. In other words he is liable for only so much as his contract extends to. Thus if a bag is submitted to contain 200 £ only, for which the carriage is paid, if it really contains 400 £ he is liable for but 200 £.

A M. of stage coach who takes him for passengers only is not for their baggage, is not liable for it either. As to that, he is a mere mandatoriy—the law is for him. 1 B. G. 1st S. 42. B. N. 34. 1 Bow. 194. 1 Ba. 949.

To subject him because he had a reward, is unnecessary that he actually received it. i.e. that the bailee has failed to forward it. The L. nipples a finding & a recovery may be had on a quantum. 1 Ba. 949.

Nor is it necessary to subject him that the goods should be lost while actually in transit. He is liable for any injury until the delivery of goods to consignee unless he shows it is not customary to deliver them to consignee but here the same husbandiute ceases. If to the custom not to deliver them to consignee but to put them in a place of deposit, if while thus deposited in the bailee's own house the goods are lost he is not liable as common carrier, but as bailee for him as common carrier he is answerable, 4 T. A. 191. Bow. 629.

When an action is brought in this manner they must all be joined because their liability arises ex quo contractu. If the consignor has directed what car-
But if the action is brought on the ch. it must be a
special action on the case, treating him as having
been guilty of negligence. In the former case the
tiability arises from cont. i.e. there was an agree-
ment to pay freight to the owner. But the us,
jurisdiction of all the parties can only be pleaded in
statement. 5 T.R. 67, 7 6 11.

Salk. 450. says this is not so, for advantage can
take under the g. prize. In a g. B. that res
jurisdiction of all the parties can be pleaded only in
statement. According to the b. I. principles a post
office was liable for the loss of letters, or any thing put
into the mail because at b. I. any man might
set up an office as b. I. not then under the inspec-
tion of government i.e. not a public office. But now
under government directs it, i.e. since the restoration he
has not been liable, for to not a public office.
He receives no hire from the owner of the letter
he makes no cost with him. A public office is not
liable for any express cost made for the public use of
form. 189.

However if it were to be submitted the responsibility
would be enormous so much so that no one would
accept it. The Post ch. is not liable for the defeator
or neglects of his under officers, for the reason above
given. If however the post ch. is negligent he is lia-
bile as any other person would be but not as an
officer of the department. Comp. 156. Salk. 13. B. Nib. 443.
Bailment

First of all, it is to be observed that, on the ground of the nature of the matter, if the common mode of dealing is to begin by deeding the custom, then the business is unnecessary, for the custom is the same as if deeded for the name of the custom or any other custom as that - if it accordingly can be done unnecessarily. I. T. 23 R. 332, 333; 35 C. 599, 605, 606. 195, 196, 197, 198, 199, 200.

When property is stolen from a b. carrier without any negligence on his part, the action is a specific action on the case and not on the carrier for trover, but only in case of actual negligence, never for b. carrier's negligence. Holt 2 T. 3 Sall. 692, 693. 2 T. 390, 391, 392. 2 T. 403, 404.

Shippers

A delivery of goods to an underman properly to fall under the 2nd class of the 5th kind of bailment, i.e., the delivery of goods to a person executing a public employment, to have some act done with or about them for a reward. Under such circumstances as landing goods, but clearly it has no resemblance to that kind. Landing goods is when the article is to be used - the bailment is for the benefit of the bailee only, i.e., to a private favor, in all these particulars both the two cases differ.

Bailers rank it under this kind of bailment, when goods are delivered to be carried or to be done some thing done for reward.
Bailment

The nicker always keeps for him accordingly for he has waited it when I have. 1 Sam. 13:9-10.

V. R. 173, 278, 628, 6.

6th Mandatum or mandate. The bailer is called a mandatory. This is a delivery of goods to be cared for or to have something else done about them for a reward. It differs from the latter as there is a reward. A desirousy keeps merely in due care in custody - a mandatory performs in due some act with or concerning them. As their Baill is greater & beneficial only to the bailor it follows that the bailer is liable only for the execution of said faith - or good neglect. Thore some discretion to be seen in particular cases - they are recognised in the case of bogg & Demand. Ed. Ray. 119. 114, 1104. 143. 153.

But when an engagement is made by the mandatory to keep them with all due care & skill he is liable - but merely on his own voluntary stipulation - not an mandatory. 111, 129. Ed. Ray 1109. 110, 67.

This was the precise case in bogg & Demand - there was an express agreement to carry it safely. He was not charged with fraud, but negligence - the point however was his agreement. This agreement to use all necessary care & skill may in some cases be implied by it. This however is when the act to be done is in the way of the mandatorys business. 1 W. 36, 135, 161.

James distinguishes between the duties of a bailee and lies in presence - & when in custody - & says with the former case this is implied an agreement to use all
necessary care & skill—Y in the latter not. I think
them to be ground for this distinction. Proo 73. 5.

This opinion is opposed to a case in Th. Pe. I shall
presently state it—where there is no engagement
either express or implied, to use more care than
the bailee takes of his own goods, he is not liable
except for gross neglect. Forw.

He can alluded to above is one, where the former
agreed to have another good, extend with his
own. If he did it under a wrong denomination
in consequence they were never held that
there was no express agreement to take extraordi-
inary care of them—& consequently there was no
prudence for he used his own in the same manner
yet here the duty lay in prudence & according to for-
non simplified cost existed. 1 Th. 31. 14.

Yours goes far this with this distinction without any
utility. He says that when the bailee's duty is to
carry the goods, greater— he is not bound to ordi-
inary care, or within necessary care. Secs when
some act is to be done to or with them—this distri-
tion is wholly unfounded; he says otherwise that
the decision in Boggs v. Barrett ought to have been
as it was. So that this doctrine is, that when goods
are to be carried an agreement is simplified—but
when something is to be done no agreement is sim-
plied. Forw. 87.

This I think absurd. Perhaps the only fault in
Yours is that the distinctions are too subtle when
their application to free-lever cases is difficult.
An agreement to use ordinary care & skill does not
extend to the keeping. So a bailee engage to make
Bailment
the payment and but not to keep it after the transaction with such care as to keeping it or a depositary—
as to making a mandatury.

The engagement don't extend so far as to guard us from any care—consequently if a payment is
made the bearer would not be liable the be-
would if Item badly made. This is agreeable to
the case of Coogs & Deanard.

So if a drunken man had received the cash the
mandatury would not have been liable to be
reap bound to keep it safe.

The liability may be qualified or limited by
an agreement—yet within a mandatury or othe-
barred can exempt himself from liability for
fraud, by any special agreement—would be con-
tro lusor movis. John 6 ch. 69. I. Carm. 86. 3

There is much controversy in the books whether
a mandatury is liable on the ground of conti-
tact. Some say the omission of stipulated care is
proof negligence—but this confounds all the dif-
fent degrees of care & neglect. Ibid. 125.
contra us. 56.

If the one should engage to win all possible care of
unnatural condition the use of it a loss would happen
it might be not to be this great neglect—but this
would be absurd. It is evident holding that there
can be no contract, there being no consideration
the contract is a void contract. I allow that nei-
ther mandatury, nor depositary, will receive a
bounty—but they a promise don't want considera-
tion to warrant it.


The old reasoning below, const to be refuted, but consideration is the hardest & most rigorous in the b. Just as on this the promise is good for the delivery of goods is consideration sufficient, i thought would be a loss on one side & a gain on the other unless he could recover them back again by action this is a sufficient consideration & the books coincide. Scott says himself delivery is sufficient, enticing or trust is sufficient this point has been judicially decided. A delivery to B who promised to deliver to B. which he did not do. A brought an action on the promised delivery, & succeeded by the unanimous opinion of the B. This is much stronger in thinga had been just before a decision in the time of gettenor to the contrary. They not delivery was sufficient. The action was on a promise & not on moncy had & received. 1 Ed. 6, 464. 2 Ed. 667. 3 Ed. 144. 4 Ed. 177. 1 Gis. 18. contra. 2 Gis. 139. 4 T. 143.

If a promise of such is not binding on a party, how can his liability be increased by the cost? Thus if it voids an act how can it extend his liability & thus make him liable on the ground of tort? The act can create an obligation or add to it & yet our opponents contend that it will subject him in a greater degree, than he would otherwise be & yet he is not liable on the cost for it is a medium fraction of cost operative.

Once more for them has been much attenuation in this subject. Why is it that all our books speak of engagements & court's the like in their case, if it don't operate at all but he is subjected only on the ground of tort? Thus this suggestion into an insidious engagement to use such a degree of care I say that he may be sued on his tort. He may also on tort as
Bailment

as the case may be—this is true with respect to
mandatory & defeasible.

A question was put to the jury whether a suit being
maintained & afterwards, letting judge go in his
own default, can take advantage of the nuisance?

Advocates real or fictitious always proceed with
Advantage is to be taken of this defect by filing an
abatement. He has no right then to stay away from
it. I refuse to pursue the mode prescribed by 2,
after he has been served with a process. If instead
of suffering it to go in default he should appear
& take advantage of the nuisance, it is not clear to me
would for ever afterwards be excluded from tak-
ing advantage of it.

In certain cases the bailer has a lien upon the
thing bailed. A lien properly so called is a direct
claim on incumbrance when some specific facts by
way of security for a debt or duty. In this sense
it exists only in favour of bailors of the 2nd kind
—4th or 5th kind. A lien always has it—
7th or 8th sometimes. In the 4th kind delivering carries
it, & it requires nothing ex part
to create it. In

Most bailors of the fifth kind have such a lien when
the party is delivered to be carried, or to have some-
ting else done with the thing bailed. Hold. 42,
7th 130.

A third person who obtains title of the goods
wrongfully, from the bailee, can't take them against
to this lien. If they may be recovered without lending
to the bailee what is due to him—then when

frais is obtained legally, for him the necessity
Bailment

Tender – after tender he may receive

There can be no assignment of a lien tho it may be delivered to a third person, who holds instead of the bailee. A pledge goods to B for a debt to be paid in 6 months. I have a lien upon them – he can hold them in A, but if B obtains them he cannot hold them in A. I may demand them & when a reseizure he may bring an action in b. This is upon the principle that a lien cannot be assigned. 3 tart. 665. 2 dr. 385.

A B. carrier therefore has a specific incumbrance upon the goods carried until his fare is paid. The reason is he is bound to return the goods tho he is not bound to restore them till the man who is tendered. Ed. Ray 352. 667. Salh. 845. Ross. 225. 6. B. 269.

If goods are stolen & the thief delivers them to a common carrier, he may retain them even as the true owner till the money is paid. He can't deny to enquire into the true owner. Consequently it is not his neglect to receive them nor knowing the true owner. Therefore the A. that when one of two innocent persons is to suffer by an act of a wrong doer, he shall suffer the loss who was the preceding cause don't apply. Ed. Ray 367.

An evictedee also has a right to reclaim the farm or house of a traveler – the person for the expense entertained. The house at least for the extreme being upon itself. The person is a pledge for the whole – the house is not. If this is the case then to all other A. as to a lien 3 tart. 667. Ross. 225. 6. 137. Salh. 845. 6. B. 269. 6. B. 123. 6. 138. 119.
Bailment

When one has sustained labour on any thing he may detain it, till the expense is paid.

Jf a horse is left at an inn by a stranger, still the inn owner must pay for his feeding before he can take him away. Ex. 1. 17:3, 3 Sa. 185.

It also is that a tailor has a right to retain a garment till paid for making. I doubt it might not apply to any other workman, that they are not included in the rule. The tailor is not bound to receive the cloth. The true reason seems to be the benefit of convenience. Ex. 20:17. Ps. 64:1, 6. 1. Sa. 270.

It may seem questionable, however, whether the tailor has a right to the loom, when he has been accustomed to make them on hand. It would seem that he had waived the right—this however is mere speculation. An existing journeyman has no right to retain cattle till paid—because he is not obliged to take them & the benefit of common does not require it. Ex. 1. Sa. 248. Ex. 2. Ps. 103. Ex. 4.19. Ex. 4. 85.

A delivery of the thing bailed to the owner is an extinguishment of the lien, because paper is lost which is indispensable to a lien. After delivery it can not be retained.

Thecapt of a ship has no lien on the ship, tackle or stores of a ship for his wages or for provisions with which he may have furnished the seamen. Sails or motors can be like the ship for their wages but there is no lien. Doug. 97.

When there is a special agreement on which the bailor relies, he has no lien, tho' without such...
agreement he would have it implied. Thus the agreement is made the basis upon which to insist on it. Where there is an enforceable agreement the tenant simply owes. 1 B.K. 241. 2. Hold. 124. Coh. 580.

Gel. 66.

A factor has a lien imposed by law on the goods of the principal that are in his actual possession. For the full consideration of this see 1 A.R. 119.

Bux. 114. Coh. 103. 2. All. R. 119.

The factor may retain the goods of his principal as well for a particular as for a general bailment. This lien of the factor on any bailee is lost, by his delivering up the paper for any length of time to the bailee or to the owner, or, it lost from the very moment of abandoning the paper. The lien is in the nature of a pledge. 7. A.R. 319. 5. 6th. 680. 1. Bent. 5. 1165. 14. Hold. 162. 1. Bux. 499. 4

Bailees of the second and third kind have no lien. They have but a right to retain until a lien is given. So a bailee has a right to retain the same hired for the time agreed upon, not similar to a pledge. The same may be set of a pooner. 1. B.K. 240. Gel. 113. 1. Hold. 193.

The true foundation of the hire is the bailee's right to retain, till such time as the special duty conveyed by the bailee to the bailee expires, is that they have a transferable ownership. Sec. 489.
Bailment

Bail of Party by those who don't own it.

All says if A builds a house, the builder must deliver the house to the builder, for to do the builder must judge of the right between the builder & the owner. It seems to me this would be a good reason for his delivering the house to the builder, but not why he must do it. This A however lays down under the necessity of delivering it to him, tho' he is convinced, he is not the owner. I imagine this is not the meaning of the A & in confirmation of it, we may remember that if he deliver it to the builder before the action is brought, or before judge or rendered, i.e. finding the suit, he is discharged. I apprehend then that the true A is this, that he is excused for not delivering it to the true owner, either by delivering it to the builder before the action is brought, or before judge or rendered. 1.Roll 606. 4. 1.Ca. 149. Citra. 183. 637. 137.

There is a modern case fortifying this doctrine viz. An goods were stolen by B. & were delivered to be a carrier; & then C. he should restore them not to the thief but the true owner, after the fact of the same on forage. 619. 599. 62. 652. 567.

If the builder dies, his estate must of his funk deliver them to the true owner & not to the Bailor. The reason given for the A is that the B. gave him possess of them - hence he must deliver them to him who in B. is entitled to them. For this is B. I don't know, I find it on the books. I see no reason for this distinction, this estate don't know the true owner, he in general
The rights of a Bailee's Bailee are very broad, and the

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The rights of a Bailee's Bailee are very broad, and the
When the case is such that an immediate actual owner cannot be given, as in case of an act of a ship at sea, the delivery of the bill of sale is considered as the delivery of the ship. *2 T.R. 466.* 3. 463. 1 Ed. 36. 6.

Bun. If the condition be subsequent as in a mortgage of goods, with the mortgagee remaining in possession till the day of payment, during the case within the state of *Ir. 1st.* 1 Hen. 3 Ed. 3. 2 T.R. 469. 6.

In the case of the ship above mentioned, the want of immediate actual owner will not make the sale fraudulent, it may however from fraudulent indicating fraud if there be any.

The Stat. 18. Geo. relates only to cases of trust to receive, in good faith, an interest in the bill of sale as to antecedent owner. *2 Ra. 60.* 3. *Sto. 88.* 8 Blant. 290.

Ed. Hans says, the bill would have been saved and perfected by the statute *ibid.* 4313.

The consideration that false credit is given holds more strongly in favour of subsequent owner than prior owner. *4 T.R. 74.* 2 T.R. 296.

The presumption of fraud under the Stat. 18. Geo. is not founded on the ground of the original title being fraudulent, but on that of false credit. *10 T.R. 30.* 42.

If the want of immediate owner be not sufficient
with the deed, in fraudulent forme in point of 2. 8 not surely out of fraud, so it cannot be rebutted.

By the stat. 21 for 1st where he becomes a bankrupt, these in his disposition order & possession, the goods of another person by the latter covenant, they are liable for the bankrupt's debts. Ex. 768. 1 A. & B. 100. 1 N. S. 364. 1. D. 21. 3. 28 & 30. 12. 1. B. 28.

This stat extends to goods not originally belonging to the bankrupt but sold to him, or permitted by the owner to be in his hands, or to such as were originally his. Comp. 249. Ex. 492. 493. 1. B. 23. 82.

Concerning goods originally belonging to the bankrupt & by him sold & permitted to remain in his hands, the law was as strong before the stat. in favour of the owner as now for by the stat. 1. 2. 8. & 28. 1. B. 23. the sale would have been fraudulent as except by the bankrupt.

The rebutting of any presumption of fraud is it seems of his own under this stat. because the stat. don't proceed on the ground of fraud between the vendor & buyer, but in that of false credit. 1. 1. 8. 490. 1. 1. 566. 1. 1. 749. 9.
8. 613. 1. 1. 464. 9. 7. 1. 1. 137.

This stat extends to mortgages as well as to absolute sales, where the vendor remains in his hands & becomes a bankrupt.

The owner claims the power precedent to the vendor's right of power, it would not I apprehend be within the stat. for the purchaser don't voluntarily entrust the vendor with power of which he has the right of power, the stat don't extend to rights at all. 1. 1. 10. 1. 21. 163. 1. 21. 8. 245. 27. 1. 1. 854. 361.
2. 1. 1. 41. 2. 1. 1. 491.
Bailment

So under many other circumstances, a manual delivery is not necessary, in particular cases. The delivery of the key of a store containing goods is enough. 7 T. R. 2.

So come within the said goods must be delivered by the bankrupt, or in other words, they must be in his proper order of direction. 10th & 11th, 1837. 1 Ch. 567, 572, 3 T. & A. 316. 7 T. R. 2.

Consequently a temporary deposit for a particular purpose, i.e., to lend an opportunity of rescinding the goods to the vendor, is not within the statute. 10th & 11th, 1837. 1 Ch. 567, 572, 3 T. & A. 316. 7 T. R. 2.

The bankrupt must appear in all cases, to be the owner in order to bring the case within the statute. For if the vendor of the business, the summarisation of his ownership is excluded, the true owner shall hold as in the case of a factor, goldsmith, &c. who don't deal in their own stock.

The statute of R. St. 8.11 for an in favour of courts is not of purchaser. 2. R. St. 582. 10th & 11th, 1837. 1 Ch. 567, 572. 9. R. St. 135.

In form of real party in interest of ownership, records deeds. As are, but as to legal party before in end of ownership 1 Ch. 567.

The statute 27. Eliz. in favour of purchaser, the same would have been made at all the ends of both states of this 27. Eliz. as far as relates to the rights of persons, interesed in giving false credit, is in appearance of the 27. Eliz.

In common case of bail, when the bailor refers, such as one as not to bring the case within the statute Eliz. i.e.
Bailment

was not the vendor, or is not in person so as to bring it within the 21. Jan. 1st 1215, when he does become a bond or within the 21. Dec., the 22. is that the true owner i.e. the bailor, may have sworn to the purchaser, under the bailor, or any subsequent purchaser, or a court who lives on them as the bailors, unless the sale was in market order or on any person into whose hands they might have fallen, however innocently obtained them. 9. Th. 44. 2. Th. 250. 26. 9. 9. 6. 9. 6. 9. 6.
1. Th. 2. 2. Th. 346. 4. 346. 346. 346.

This is it seems of founded on convenience in Eng. It has been several times suggested, that the power of such an ought as in this, the courts, who move to it, to be considered as ownership. 2. Th. 346. 4. 346. 346.

There is an exception to the last, when the duty bailed is money or bank bills. Here a regular bond is to be transferred by the bailor, the not in the market order binds the duty, but here the court or bank, must not be embarrassed says 1st Mon. 1. Th. 530. 38. 318. 186. 1. Th. 380. 1. Th. 143. leading case.

When the goods are left with the bailee merely to keep, no fixture can hold them in the bailor, because they are not within the order of disposal of the bailee, and therefore can't be sold without a violation of the law of the bailor. 1. Th. 185. 318. 567.

Under the 21. Dec., the presumption of fraud can be rebutted, even in case.

A vote of the bailee can hold on the bailor, if the power of the bailee be so explained, as to exclude the presumption of fraud.
Bailment

For if it seems to stand on a much more solid foundation, if the broad principle were made the rule, viz., that when one of the innocent human race suffers by the act of a third, he who lent the third it enabled him to do the wrong should bear the loss rather than he who did not lend him. Doug. 72. 22. 4, 6, 74. 176, 1. No. 160.

A good deal bailed for him to be used by the bailee for a certain time, is a question whether the bailee's cousin can take the cows of them during the bailee

It would seem by a decision of a judge in Ch. that he might take them. But is a good trust not transferable by the bailee?

A constructive trustee means a right of present hostile.

A loan of a thing real can be taken in execution.

A bail, a yoke of oxen for six months to B. for six

A trust. If B takes them on execution for the use of them during the term A lends an action of suer to the Sheriff. Is it maintainable? There is a difference between specific duty in a real thing & a personal. In case of a real estate there is a good trust. A may be willing that B. should have the ox

If a person have a house to ride about him to furnish

The answer is obvious. I submit no further illustration.
The actions that bailors & bailees are entitled to as it respects strangers & each other.

In a suit that the bailor having a Y.erty. may have breaches to one or any frauds on strangers who take or injure the thing baileed while in the bailors keeper. The bailor having a Y.erty in what gives him the right of action. 11. & 2. of the first section if any man on breach of duty. Sect. 11. and 2. of the first section if any.

And this suit had time once this he himself second never have had the posses. So if it has obtained a right by a bill of sale, he can have an action for an injury done the thing, the thing was no delivery. Constructive posses exist in these cases & this is sufficient. 11. 1. 260. Sect. 21.

There can be no constructive posses unless another is actually in posses absolutely. The definition holds only where there is no adverse posses.

This is true of land, & precisely the same may be obtained of goods chattels. The right in these cases dawns after it the constructive posses.

Suppose that one lend goods of another to be used for a certain time, can the bailee have an action in a stranger for taking away or injuring them during the time? May we because he has no right of joint posses. The bailee truly has but not the bailee the bailee may after expiration of the time demands made ascertain injuries but he cannot found his action on the original wrong. The history of this 21st section is given. The bailee brought the keeper in the case the keeper breach of posses was not the proper action but trespass - soon after trespass was brought the same to hold
that this would not be, unless in order to maintain trust construction paper was necessary. 1 & 2 1342, 2 585, 7, & 2, 289.

I suppose, if furnishing is bound at the same time with the same, to construct an appellation to it. If goods in the power of A are, by B the owner, without any delivery, given by hand to C, a stranger in power, then in the power of A, B cannot have an action on the stranger, he has no actual paper or will a formal gift transfer constructive power. Should be a very different case if he had purchased D like, made a gift by way of sale sufficiently constraining power. Other acts will amount to a delivery. Clause

Delivering to the donee is sufficient, for it to A is to the B. delinquent, qui facit per alienum facit jurem. 245, 289, 13.

If the bailee gives the goods to stranger, the bailee could have transferred or transfer, certainty not transferred for the paper was lawful, there was no force. But if he demands the goods of the bailee sooner, from ownership, the bailee may then have before. He cannot before this demand for the delivery before can't be considered conversion, there being no necessity. - the delivery. Indeed, would actually be if he had done misconduct. The stranger may discharge himself before action brought or binding the suit by delivering to the bailee. 9, 132, 28, 130, 23, 1222, 284, 283, 283, 284.

Bailee. This maintain liens in any person who takes away or gives the property for the full value. He ensures the same, to be in his own liability to the bailee. 245, 246, 247, 248.
Beer in the case mentioned sups the depositary can maintain trowe—f or the ground of the action is the bailor's liability. When he is liable only for fraud—i.e., gross negligence. 12 Pa. 392, 2 Id. 695. 1 Bost. 113. 5 Bost. 165. 186.

I think he may maintain it, for it every baillee has a special duty in the thing bailed as before—but duty always make careful safer is sufficient for maintaining an action in a wrong done in a solicitor. So say that I give a man a right of text, I give him over more of retaining, so that a wrong does may my I have as good a right as you. 1 Pa. 394. 8 Penn. 113. 1 Va. 259, 336. 1 Bost. 349. 2 Bost. 505. 5 Bost. 262.

Action v. Finders of Lottery Tickets.

It you say the finder has such a duty, as enables him to keep in every person that the rightful owner—i.e., who he may have found. This applies with force in the case of a bailor for the finder in a mere volition. 8 pa. 300.

Again it settled that a's being notified may have an action in the hundred, but he is not liable for that; except in a very few cases. The reason is he has a right in all the world except the rightful owner. 4 N.H. 29. 51.

In the last case it is the right of prefer gives the right of fifty. 11 Bost. 261. 1 Bost. 498. 4 N.H. 65. 51 Penn. 29. 140. 5.
Bailment

Justice Butler in the case of strange reins, special duty is sufficient for maintaining an action of trespass. He in the next highest duty to Master, R. D. 268, 1. T. R. 269.

He says again if the lease for life has a house blown down by the wind he may have trespass as a stranger who carries away the timbers on account of his special duty, R. D. 269.

An insolvency bankrupt may have tresoned a stranger, who takes the goods out of his property. He has befriended them since his bankruptcy. To hold that special duty or even lawful for is insufficient on a wrong done. Such actions were not brought till lately. There was an objection taken that he could not maintain the action by the other special duty is sufficient on us a wrong done, that an action could be maintained in any but abigare, R. T. R. 261. 1. B. 264.

Boke says the defendant can't maintain trespass because he is not liable once to the bailor. I answer he may be liable in some cases, as for gross neglect, I as bailor is liable at all events. So he has on this ground the not true, the same might as another bailor. The question of actual liability is not always to be tried. Blyich also requires that the bailor to keep should have the annual right, for the bailor might be at a distance a special remedy necessary.

Not only the original bailor but any person to whom he delivers these may maintain an action for trespass, as he has a special duty, B. 360. 1. B. 268, 1. B. 607.

An audicier may maintain an action as a wrong done, or a larger class than to known that he is not the.
Bailment

owner, for he is a sort of bailee. On the same principle a factor may have an action, even on a cont, the latter known to exist for another, 13. 60. 69. 3. Bk. 166. 189. 2. Erk. 13. 60. 79. 5. Bk. 166. 263. 7. Roll. 569.

There are many cases, too, when the sailor and bailee have a right to bring an action for the full amount due, not in every case. There can be but one recovery, however. For the purposes of this chapter, then, but one in favour of one or the other—hence it would be one in a bar to the action. 13. 60. 69. 5. Bk. 166. 263. 7. Roll. 569.

I apprehend also, that the mere commencement of the action by one side, the action of the other party for the same thing. He who first brings the action attacks on his right. But this is not laid down in this manner, but I reason from analogy. So in cases of appeal by subveyn, an action in the S. is, and then by the R. So a conveyance. 121. 3. Bk. 329. 2. Roll. 369.

This is justified by another analogy—i.e., of course, if the action is commenced before retaliating it was a fresh suit—renew, if retaliating before the action is commenced. 60. 69. 76. 9. 60. 74. 82. 76. 373.

If the bailee has recovered in the wrong does he not recover in the bailee, he might have sued him—he can have but one satisfaction. 3. Bk. 329. 121. 3. Bk. 329. 2. Roll. 369.

By commencement of an action in the wrong does I suppose he means that in the bailee. This follows, because the commencement of an action by the bailee, as the trustee, was the bailee, for if recovery, what in the bailee's ought to have an action in the wrong, done, to indemnify him.
Bailment

This is fortified by analogy, viz., case of a vessel which is the half resorted to the master for sale, passage, etc., he retains her right to the sheriff, and, if it seem reasonable, he may have her in a kind of bail. 1 Howse, 378, 379, 380, 381.

This is analogous to electing one of the remedies in other cases, at least, & diminishing for rent. 1 Wood, 663, &c., 672, 673.

On the other hand, if the bailee commences an action in the wrongdoer's behalf in the event, he is liable to the bailee for all event, for he has no right to deprive the bailee of his right of action in the wrong done, to suspend the right, & in this way confine it, or by the state of limitation, I then suppose the bailee may have no right, & he would not be liable unless the wrongdoer.

The commencement of an action by the bailee for full value, depriving the right of the, for full value, yet it does prevent the bailee from recovering special damages. 2 H. & C. 65.

An action will lie by the bailee in the bailor, for taking the thing bailed before the special part is determined. The action is on the case, not known or arising, for there lie only as strangers, since they are founded only on their liability to the bailee.

This does hold in the case of a mandatory or deposit, for the bailor may countermand the bail at any moment occur with a timor only taking the goods in those cases, no injury is done. 1 P. 381, 382, 185, 186.
Bailment

I say he can't have trucked or truened boko says otherwise obiter - but I think contradicts it. The right of the bailee is his special judge. The value of the thing therefore is not his ground of recovery but the loss of the use.

Trucked or truened always lies for the full value - boko says damages may be mitigated, so they may - but why losing it for a hour rather than for any other animal, to incompetent to gain the value at end.

The 2. of pledge is that he don't must state the true value rather as to it & according to custom. He must not only state but know the the value.

If the bailee delivers duty to another contrary to the order of the bailee, the bailees may maintain turnover in him - this is a conversion. I will not deny this point minutely here, but merely mention that conversion may happen I ways - viz, unlawful are unlawful delinquent. No demand is necessary when the bailee deliver to another furor contrary to order.


General Rules.

The bailee can in general maintain in other action in the bailee, but an action on the case for negligence - truck or converting to use - or in either can of - an unfulfilled promise to deliver the goods, after agreed up is concurrent with the others. 1st. 297. 3d. 112. 146. 242. 2d. 291. 511. 3d. 271. 2d. 62. 2d. 124.
As to the right of the bailor & bailee w. strangers.

If the vendor of goods directs the vendor to send them by a particular conveyance, he must know the loss if there is any; the vendor & not the vendor is the person who knows the goods, because he is liable to the vendor.

On the other hand if the seller selects his own carrier, he takes upon himself to deliver the goods to the vendor, he stands to all signify. [Ref. 29] 6.

When the vendor selects his own carrier, & subjects the goods to the loss, the vendor is excused on the ground of the scrutiny of costs.
Inns & Innskeepers

It is any honor or way be an innskeeper made by inconvenience to the public. no licence is necessary. By inconvenient is meant when one becomes too an nuisance, then they are a nuisance & the he may be punished for it. 3 Bac. 172. 2 Boc. 240. 2 H. 174. 4 B. 161.

He who offends, the character becomes subject to the duties of an innkeeper. Bac. 172.

Inns by being disorderly are nuisances. If the keep one be indicted for it. 1 W. 178. 224. 4 B. 161.

But as houses in King. by Stat. 26. must be licenced. 46. 99. 2 B. 52.

In Cor. Inns can't be kept but by licence. 2 Cor. 489. 513.

Licence may be demanded for good or irregular proceeding in the innskeeper. 46. 99.

Duties of Innskeepers. they reside principally to the entertainment of travellers & the custody of luggage. 2 B. 83. 87.

If an innskeeper refuses or delays of reasonable price he is liable to an action by the care by the traveller & is indictable as a public offence. 46. 99. 513.

This power does not extend, not to the honor of the great. 46. 99.
If he rest unhealthy food or liquor, he is liable to an action on the case. 1 Roll, 89.

The innkeeper is a bailee of the ninth class of the goods of the guest—here is mutual advantage and not in common cases, and bailee is liable only for ordinary neglect, but the policy of the inn has extended his liability somewhat further, the rent I suppose, or has an, in care of a common carrier. Journ. 133. 2. 135.

He is liable for any loss to the guest occasioned by his default, even though he knew the horse & thus removed the goods he would be liable. 1 Roll, 89. 126. 3. 13. 12. 490.

If the goods are stolen by a stranger the host is liable in a G. B. if the goods were of no consequence the host is not liable. 8. 60. 59.

I conclude an innkeeper is liable in a case of common robbery on the same ground of policy that I find nothing satisfactory in the book. Indeed indeed in action, that if any public carrier is excused, the horse to simply that nothing in excess. Journ. says he is excess of the term is such an amount be limited, or is truly immaterial. Note 1. 8. 60. 92 3. 8. 121 1. Journ. 135. 62.

Still I think it not severely accosted how far an innkeeper is liable in case of common robbery.

So on the 2d. hole that an innkeeper is not liable for the loss of goods unless by neglect of himself or his. This is not the case, unless in Kings Bench by
Jusice Butler - refer new tri unnecessary to prove neglect. 9 B. 32. S. 1. 2. 2. 2.

Thus A. contemplate only the goods infra the 
barley - but the include barley, barley & outbarn 
9 B. 32 1 Roll. 4. D. 675. 4. 1. 6. 27.

If the guest directs his horse to be sent to a for- 
tum where he is stolen, the keeper is not liable 
from its no direction. This if he is lost by 
 neglect of the host he is liable for the loss in 
both cases. If the barn is poor or the barn left 
down. 1. Roll 7.

It is not discharged from the liability unless 
not on barn by time An. by sickness, disease or 
viscosity. This too is founded on liability policy. 
8 B. 324.

An infant inkeeper is not liable as inkeeper. 
his privilige at the place of the custom. Roll 2. 9 B. 152.

If an inkeeper refuses to take a guest because his 
horse is not, if the guest exists or stays he tak- 
ing his change, the inkeeper is excused from 
liability only by sickness. 8 B. 157.

If the host requires the guest to look his door 
refusing to be liable unless he did, it was the 
whether he is liable, if the guest refuses to do 
I think the host ought to be excused. 8 B. 157.

But the delivery of the hay of the guest appear, 
not to be nor to discharge the inkeeper. 8 B. 152.
Inns & Innskeepers

The host is liable according to the distinction taken, over the he does not know the value of the goods. Cases 1845. 9. T.R. 278. 9. 88. 998.

But I should suppose that if the guest deceives the host as to the value of the goods, the host would be excused - tho this is not decided - a matter of opinion.

The liability of the host extends only to travelers to those who board at his house at the town. Cases 1845. 9. T.R. 278. 9. 88. 998.

So is the liable, the owner being absent, for goods when he is not paid for them keeping - but the owner must be on account or not to be a guest. The man, however, is liable as a Depository. 9. T.R. 1839. 9. 88. 9. 88. 998. 9. 88. 9. 88. 998. 9. 88. 9. 88. 998.

If he does receive a profit for the goods he secures, the the owner is absent. 9. 88. 9. 88. 9. 88. 998.

If a 3rd enforces against the goods as an cause the necessity is in the M. Cases 1845. 9. 88. 9. 88. 998. 9. 88. 9. 88. 998.

Remedy of the host is his guest - he may retain the guest or his home till the debt is paid - he has a lien upon both. But there is the difference. He may retain the owner till the whole debt is paid, but he can keep the hired only for the part of the debt which he occasioned - If the owner of goods he may be presumed brought. 9. 88. 9. 88. 9. 88. 9. 88. 998. 9. 88. 9. 88. 998. 9. 88. 9. 88. 998.

Goods I presume he can't retain.
The wicked cannot come to a house, but he has retribution if he do evil as in the days of Noah.

Stv. 5:6. Moss 379, 1 Sa. 185.
Lex Meutonia.

Mr. has it, original from the custom of Mr. Yet be not to be viewed in the light of a custom. For a custom is the law of a particular place, not to be acted upon in all cases. Mr. is an act not bound by case. The law in such cases is the law. It must be proved. As in Mr. the case is good to know it, no being applicable to all mercantile countries, being every one by the same, unless varied in some local jurisdiction by some state or other. In what the 6th is to other subjects, this is to Mr. new mercantile transactions.

I. Mr. differs from the 6th in many respects:—
1. By the 6th, actions can be so regulated as to give the holder a right of action in his own name. By the 6th, it may. There is however one exception to the 6th, that is, in the case of suit, where 1 commends for himself, his heir, assignee, to the consucent, his heir, assignee, to the 6th, suit, with the bond. Any subsequent purchaser may sue the original vendors.
2. By the 6th, a right of action can be created by one another by suit. There is a plurality of suit, but by the 6th, there is only one suit. The 6th, suit, with the bond. Any subsequent purchaser may sue the original vendors.
3. By the 6th, an action for a voluntary remedy, cannot be maintained by 1 man on another. By this, 6th, it may.
4. By the 6th, of the conditional suit, and fund in an action. An action cannot be maintained without a subsequent suit. By this, much in similar is required.
5. At 6th, fraud in the condition of a rule, direct. At 6th, fraud, as an action may be fraud, the recovery of damages. By the 6th, the least shadow of fraud destroys the whole suit.
Law Merchant

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1. At law, the want of consideration can be avoided in any case but a specially. If by the contract or instrument it appeared to exist, the want of consideration cannot be avoided. There are out 2 instances where the want of consideration can be avoided: one by changling the stock on those subjects determined upon and void to accounts. If a person is B. & B. 390, B. c. 1273, &c. 1463, Ex parte 1850. 1 8. 390.

7. When the goods are delivered or taken by execution, it will be, in such cases, the rule that the goods are taken, and the 2 parties on the debt to be paid. By the bill, an ex parte in order to change the goods.

8. The goods in secludes. These sales transactions are a calendar month.

9. By 1 t. if the goods are not delivered, if the goods are not delivered, if the seller cannot deliver them, the buyer can return them in the hands of the bankrupt of the buyer.

10. When goods are thrown overboard at sea, to save the ship, all the freight and passage must be paid by the shipowner.

11. In the calculation of time by day at b. t. is included.

12. At b. t. if a person has notice of the taking place of a bill, which notice the t. requires to be given as of the receipt of a bill, in no consequence is what manner that notice is given, but at that uncertain time in a particular frame, that is discovered by law.


Freightage.
Bills of Exchange.

A bill of exchange is an order given by one person to another, directing him to pay a sum of money to a third person therein named or the order in account to the bearer of such order drawn but not usually payable to him or whose payment he may, by order or otherwise, require, and which when they are drawn to be paid to the bearer, in which case the bill is transferable by delivering without endorsement.

In the face of the bill are 3 persons, the drawer, on whom the order is given, & who need not change his appearence. The drawer, or him on whom the bill is given, at the payee or on him to whom the money is payable. Other persons may be concerned in a bill, for 1st the payer means the name whereof 1st in the hands of another, the person in the indorse & the latter the indorsees. If the drawer accepts the bill he changes his appearance & calls it the acceptance.

The term farm frequently occurs in these transactions. It signifies the time allowed the acceptor by custom, in which after the acceptance he may pay the money. In some countries is a month, in others nine - half a year or half the time.

There are also days of grace, which is the time between the acceptance after the day it passed is signed. In this country they are 30 in number.

Possibly that are negotiable may be carried and under this head - they are named two on their face, to bill of ex.

To constitute a negotiable, it must be payable when "to order", or "to bearer", or otherwise, at the sight or time specified, with any other provision. There are two forms of a promissory note, in 1 person - the "endorser" the paint is the former, whom is not in frequently called the drawer.
Law Merchant

When in the place of the acceptor of a bill, if the signature of the note is in the name under the order of a bill. The indorsement of indorsement in both, was the same in favor of obligation & knowledge.

Endorsement of a note or bill transfers the power to recover the money together with the right of action to receive it.

Endorsement is only in blank, by the party transferring his name alone upon the bill, which enables any 1 into whose hands it may come, to fill up the endorsement to himself & upon the acceptor or indorsements in his own name. To without filling it up in his own name, is only in blank name of the person on the bill, or his immediate transferee, the be has not endorsed for the action to have grounded on the instrument.

A bill is endorsed by passing by delivering, but after payable to whom no endorsement is sufficient to trans-fer the bill itself, but such indorsements become an additional security, to the subsequent holder.

It is an implied engagement on the part of the drawer that the bill shall be accepted. I am aware to this that the drawer or his agent shall be at home & also implies that the bill shall be paid when accepted. If it is not the drawer, all the indorsers who join in this endorsement are individually liable.

But the liability is conditional, the notice a to bill is first to contracts to present it for acceptance at the particular time. You can be done, only upon the tender of inevitable accident he has no excuse for the

When in the case of time, if refused notice, the money must be immediately given to the drawer, who is supposed to have effects in the hands of the drawee, that he may secure the funds - yet if there are no effects notice will be signified without notice must not only be
gun to the drawer but to all those whom the holder may have assigned to it when the drawer
may not have any right to it.

If the drawer is the assignee of B, he may

draw a bill on A, to whom he is indebted, and

thereby discharge his liability.

2. If A, instead of paying B, draws a bill on

B, B may present it to A for payment, or

if A refuses, B may present it to C, who

may then present it to D, and so on, until

the bill is paid.

3. If A, instead of paying B, draws a bill on

B, and B presents it to A, A may not pay it

but must draw a new bill on B, which B

may then present to A, and so on, until

the bill is paid.

4. If A, instead of paying B, draws a bill on

B, and B presents it to A, A may not pay it

but must draw a new bill on B, which B

may then present to A, and so on, until

the bill is paid.

A bill may be made payable at sight, at

any time after sight, or at any time after the

date of the bill.

If the drawer has included a date in the

bill, the payee must present it at the date

specified, or the bill is deemed to be

payable at the expiration of the period

stated.

If the drawer has not included a date in the

bill, the payee must present it at any time

after the date of the bill.

A bill of exchange is a bill that is

drawn by one party on another, and is

payable at a future date.

Bills of exchange are of two kinds:

1. Domestic bills, which are drawn

within a single country.

2. Foreign bills, which are drawn

outside a single country.

Domestic bills are governed by the laws

of the country where they are drawn.

Foreign bills are governed by the laws

of the country in which they are payable.

Bills of exchange are negotiable, and can

be transferred from one person to another.

They are often used in international trade,

where they provide a convenient way to

exchange money or goods.
The law in this respect was as follows: In the case of a bill of exchange, the 2nd part is drawn on an agent to pay thus: this is payable on demand. If the bill is to be paid the 1st part is paid in the same manner as the revocable. The bills of the person has been the case of a man on

A merchant, whose goods were not negotiable instruments, until they were declared to be in Eng. by the state and the law states, the ability to maintain actions to recover an "indemnity". Oct. 2, Dec. 1819.

In those states in which the state has been made on the subject, it is questionable, whether they are responsible to this day—the judge, however, will only, at first

ever that they were negotiable within the meaning of the

If a note is payable "to order" it clearly means to the order of the payee, or to someone he may appoint. But lest that this is a promise to pay a person who is yet unattended, which is in reality, but in analogy, may be a promise so indicated may bring an action. Thus if a deliver money to B, who is to deliver it to C, on a breach of this engagement C can maintain an action on B, on his promise to deliver the money. In warranty to a man, I sold his heir to B, and any of the latter can subject the said law in his own name, for him the assignment not the right of action. If they can is next to be distinguished from that of a free interest not. In this there is an infringement of power, in a case, as such. I paid his death and mean about to dispose of his real estate to mean a person for a durable, to whom

who is sole for the purpose to pay the position, to render the way of real estate, him the daughter to which decided, may bring an action on that provision in the same name; for otherwise she could not recover.
Law Merchant

The may draw bills of exchange.

Law commonly supposed that the drawing of bills was a privilege peculiar to men, but that even minor was seen by some such privileges. The same is that any for any who is capable of making other contracts may draw bills of exchange. 4th. 12. 192. 39. 82. 22.

An infant is not bound by his contract, if it refer to a minor than they need not only be reft but the infant needs an agent, but such an agent must be the infant. Such a contract is not fair more than the price of the minor age. To sustain their contract, whether an infant can bind himself for necessaries by a bill of Ex. But as the consideration of a contract can never be enforced into it, it is found that he cannot be liquidated by a bill for necessaries, even the infant is found in the bill that to give for this purpose—because in such case the price of the article is not to be made a subject of consideration. 22. 5. 4. 50. 3. 6. 41.

But if an infant’s bill is endorsed by an adult, then Dower is bound by his endorsement, the infant is not liable on the bill.

The consideration of a note before its negotiability can be given into—sufficient with a bill or a bill, except as between the same as the payer—of the drawer or drawee. A fere court cannot bind himself by a bill of Ex. in these cases when the can make other contract to bill. 182. 10. 192. 1. 2. 182.

But in an unsettled point in law whether a W having separate from his A an articles of agreement, with a separate main and no sureties can draw a bill of Ex. So is the law that the money can, if his A is hanged the money, so is he to be joined the maker or in transportation rendered for a time of years— the only ground of the W’s having to the danger of incurring the will, manifested.
Law Merchant.

The nature of his being imprisoned — but on the case under consideration he has abandoned all claims upon his honor, his right to the effect is allowed to be valid may be found by his word to undoubted right to the signature of his real party. But his so that he made, we tied on our respective allowances — yet he

As the continuation of a bill is secured from examination, the whole amount of it is nothing to be recovered — for it can't be appropriated.

It was formerly doubted whether a note payable to the order of one, was payable to the person himself — by settled that it in 10. Wood 136. 1 Shaw 19.

There has been a difference of opinion as to bills payable to be claimed alone, but none such a bill is the same as a payable to a bearer, as may in endorsers — the inducer subject 12. 2 Shaw 29.

It has been that the endorser could not come when the drawer, or whose name except his endorses the


Both in some affairs that such a bill, to all the qualities of it to be a maker, cared more for it paying from the joint indorsees. 16. 2. 38. 7. 1660.

When a bill is payable to one bearer the holder may recover in his own name or can endorse to a third person. If the holder of a bill comes with power of such bill by another means, he can and should be a statement in the most certain, 16. 2. 38. 7. 1660.

Otherwise this assertion from the affability of bills to money, 352.

The Branklers of Bills & negotiable Notes.

At another instrument and either real or immediately paid to no inquiry can be due into the composition of them of the power — for the ready and act of such necessarily it declares that it contains a composition.

16. 38. 7. 1660.
A good bill must have certain qualities. 1st, It must be for the payment of money only. 2d, The credit must be a general credit, not confined to any particular fund. 3d, When a drawer draws a bill on B, in favour of C, to be paid out of his substance.

The bill was made to be not paid for six weeks, no duty to pay it out of that fund. 1st, 2d. 3d, 4th. 5th, 6th. 7th, 8th.

When the drawer was directed to pay a certain sum out of the money belonging to the drawer’s revenue, was held good on the same ground. 9th, 10th.

So also when the drawer was directed to pay the sum out of his money as soon as he received it. 11th, 12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th.

Altho a particular is mentioned, if it affects the credit in general, the bill is good. 21st, When a bill was drawn payable on the 1st of May, out of the drawer’s half revenue on the first of June.

But a promissory note payable to an order on the drawee’s order is good, if made to negotiate, for this signifies the manner in which the maker meant to discharge it, and still be in charge at all times to pay the money. 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th.

3d. A bill must be payable at all events. Just the same even one year ago. Thus making a bill was to be paid out of the drawer’s right hand, when drawn in his hand, that whether it will ever become due. 31st, 32nd, 33rd, 34th.

So where the order was to pay a certain sum, certain did, a letter was completed with these words: but tho the
term has been made with, for the bill was not great first; could not afterwards be ret a 2, 1396.

This was not to be exchanged by the maker of the maker, to be taken in its common acquittance — for these events, the taking place of which, on principles of policy is not to be doubted, is the kind of more uncertainty involved in this. Thus when a bill is drawn payable at the hand the king's ship is taken up is good, for no one shall be allowed to stop in question between it of the nation that this man's private ship the bill

Hence the moral certainty must be considered as confirm to the taking place of events immediate; connected with government.

No form of words is necessary to constitute a good bill of exchange. The words "value received" are sufficient in a bill of exchange. L. Ray 1159. St. 1, c. 12, 1. 1643.

After a promissory note is negotiable, the want of the words "value received" will not vitiate it, or in any way affect it. But as between the maker and payee it avoids the instrument, unless the promissary can show sufficient evidence — the manner of proof being the same as here — but the execution of the words is prima facie evidence of a con

The words "value received" has perhaps been long usage become necessity in a bill of ex — but on this point there has been no decision. L. Ray 1159. 1, c. 12, 1. 1643. According. 1, 245 notes.
The acceptance of a bill is an engagement of the drawer to pay the contents of it. If the holder then emits an additional note, the case made of acceptance is by running on the bill of this writing may be of almost any words that may lead the drawer to accept it under which the bill is payable. No objection is made to the protest of it, but it will continue into an acceptance. Acceptance may be by words as well as by writing, the proof only varying. It may also be by any collateral act, as the receipting a letter. St. 68 B. N. 1674.

A promise to accept before the bill is drawn will bind the drawer. "Hand." 75.

The acceptance of a bill is usually between the time of drawing the day of payment. St. 65 B. 1. 4th. 771.

But it may be promised after the day named in the bill for payment is stayed. Accordingly, it is accepted in the usual form. 4th. 1239, 3d. 1238, 64. 479.

When the drawer refuses to accept or is absent, a relative may receive accept for the benefit of the drawer. 4th. 556 48.

But this affords no consideration of the drawer's having consented to the hands of such acceptor. An acceptance is in fact a contract made really with the holder in due course, though not in it an engagement to pay absolute amount of the bill.

So there may be an acceptance before the bill is drawn; it of course must be made to the drawer, if the acceptor there becomes liable to him. 4th. 572 1. 4th. 78. B. n. 1674.

Yet if there were no consideration for such engagement, the acceptor could be subject to any result of its being unconsidered. But if there are such circumstances accompanying the transaction, as to induce third persons to give the bill a credit, the acceptor must be liable. If the drawer has no effect on the hands of the drawer, the acceptance is not binding: unless it should have a tendency to
Law Merchant

In furnishing promises to pay, in such form as accept

cance.

Any general words of acceptance on a bill, are in accept

cance, according to the terms of it, by the holder to the

whole amount.

It has been said that a bill cannot be accepted, but accord
ing to the lesser amount, for there may be a partial accep
tance of the lesser part in whole. 1 Sec. 313.

Acceptance may also vary the time of protest from that

specified on the bill. Sec. 194.

The acceptance of the bill to be paid by a stranger binds the

acceptor specifically only. 2 Sec. 195.

The acceptance to pay a part in specific articles is good. The

party may be in money, or in goods. 1 Sec. 311.

So the acceptance may be conditional as to pay on the arri
val of a certain ship. Yet in all these cases there must be a

protest. 2 Sec. 195.

If there is an absolute acceptance of the bill, the whole con
dition, the condition is of no force, but when the acceptanc
is in writing, the condition must be in writing also. In this

respect the note is the same as at law. A formal condition

never being binding unless the instrument is in writing. Sec.

275.

When the acceptance is conditional, and the only happens, the

acceptance becomes an absolute breach. 275.

Bills fall to be an acceptance when the drawer declares the

bill made, nor does it mean a partial acceptance. But when

he does make the bill, he must take care to make it under

with the drawer. If accept according by letter, it is no ac

terance. Sec. 184 at 119, 3 Sec. 619.

Any seconds written on the bill by the drawer, are charge

able as acceptance, as being inserted contrary to the bill. 3 But

some of the writing is not in writing to the subject of the bill. 1 Sec. 276.

So, the drawer writes to a stranger to pay the bill, his accept

cance on the part of the drawer, the the stranger picking up the

bill. But if the drawer is refused to pay, then, satisfactory, the
Lem Merchant

former draws a bill on the latter, to know if he will accept. This is not an acceptance of the original bill.
1. 269.

In a singular case see 9. 1. 1663. In this, A wishing to draw a bill in favour of B, wrote to B to know if he would accept. B promising to give B's bills on a house so B
accepted the bill of B and paid the amount of it. B wrote to the house so far to know if they would accept a bill of exchange it over to A, the house refused to receive it.
As per, the house refused to accept the bill, B took his action in the house in opposition to which terms, that
this was a condition precedent, that the bill of B was paid to
the house, to accept, if that consequently this could
not induce it, but the A bills that B pays bills into money
by the house so that he should recover.

Of the Transfer of Bills.

Bills that are payable to or bearer or to the order of a
may be transferred by indorsement, 165. 1. 1826.

But when a bill drawn in favour of X and other than may be
an order, that is an indorsement by X before it passes
by delivery.

Instruments of this kind are called blank indorsement. An in-
dorsement in blank is an order to pay some particular per-
son. Doug. 6. 361.

A blank endorsement is where the name of the payee or holder
is placed on the back of the bill, many one into whose hands
the bill may come, may fill it up, as he pleases.

But after a blank endorsement is once made, the bill passes by
delivery— but if he filled it up them must be in a new indorse-
ment.

In case of transfer by delivery not in blank except the immedi-
ate transfer— This is subject to 1. 1. 1826. such, because
of the priority of credit.

An indorsement in blank may be filled up at any time after the
bill has been paid. Doug. 5. 325. 1. 31. 88.
A blank note may be endorsed in the endorser's name in the absence of any person with which he is joined. 

A blank endorsement may either be considered as a bearer or as a holder of the note. 

A blank endorsement may either be considered as a bearer or as a holder of the note. 

A bill having been once endorsed negotiable by endorsement, it cannot be limited in an endorsement so as to nullify its negotiability. 

To the word order in necessary in the first instance to render a bill negotiable, yet so not necessary that it should be inserted in the endorsement. 

The power of endorsement may be restricted under any and the negotiability of the note. 

By endorsing the instrument, he may recover as much as he has lost by the non-endorsement of the instrument. 

If a bill is paid, and this afterwards rediscount, the indorsee cannot recover of the acceptor—nor shall he be held to the nature of the bill. 

An infant is never hold for any endorsement he may make, but at the demand as well as at the demand a minor shall be held by

When a person has obtained his right of a bill, for a blunder in consideration, he can recover as much as he has lost by the non-endorsement of the instrument. 

If there are 2 payees of a bill who are in partnership, and that one indorses it, this is binding, with 1 part of the bill. 

But if they are not partners, both must indorse for they are joint owners—yet the indorsement of 1 indorses is binding on both. 

When 2 partners who are not partners endorse bills that are payable to themselves, the transfer of 1 is not good. Yet it would seem otherwise, for the two persons take the bill as partners. 

Assignee may endorse. He also may enter the bills of their liability. 

endorse
Law Merchant

Above only are liable, who put their names under the bill. 18.357, 16. Nov. 315. F. 7. 125.

It has been made a question whether by the bill, the promise to be a trustee for another is held that he can *lit. act.*

to promise he must be brought by him who has the legal title. S. 3. 2 Vent. 319. 3. Howard. 519.

Yet it is held that in every case, the one who trusts may bring the action; but this is only when the trustee is legal property cent. In the case of an estate who was liable in a previous to his taking, in favour of a third person — here ex necessitate the stranger may sue the estate upon the promise, for all human justice would fail.

A bill can't be endorsed in part to A in part to another, for it would lead unnecessarily to multiply actions. Barth. 466.

Of the Engagements of the Parties.

The engagements of the drawer and drawer are all conditional that they extend to any subsequent holder of the bill. 162.

The drawer engages in the joint place that the drawer makes a quittance of the funds that he will accept that he is responsible that he will pay. A failure of either of these engagements subjects him to an action. If even the acceptance afterwards pays the bill, it is no defence for the drawer, that it may go in mitigation of damages.

The signing and delivery of a blank bill cannot extinguish an order to fill it up for any sum. If the drawer will be queried.

If the bill is not accepted or payment, or is not paid at the time, it becomes due and the holder is obliged to give immediate notice to the drawer, that the latter may withdraw his effects from the hands of the payee. If the notice of the notice accrues the drawer from all liability, if there are no

endorsement, they must have notice of the holder intends to look to him in order that they may have an opportunity to

sign themselves from the drawer as persons indebted. 162.
Law Merchant.

Note: the courts create a debt in the drawer, for the drawer always has a debt in existence. He pays and extinguishes it by the dishonor, but it prevents the drawer from calling on the drawer, until he has parted with the money, known as the other partner.

The liability of the drawer is the same with that of the drawer, as it respects the subsequent holder. 1 N. Y. 267, 413.

The drawer is discharged by nothing but the actual part of the money. A judge in his note states that the holder of an action in the drawer. 1 N.Y. 267, 413.

This doctrine is not founded in the L.N. for when a person has several securities, any one of which may be paid, the remainder will serve as a protest. But for loans this is not so, for the damages are not certain. It is not allowed on the ground of policy, to prevent litigation.

It is notice is necessary to oblige the drawer. The drawer must also not only present the bill for acceptance, but if that is refused present it for protest, for the drawer may refuse the non-acceptance. Any protest of the bill restores things to former situation.

The manner of notice.

If the note or the bill is limited to a certain time, or a certain number of days, the note or the bill must be presented on those days, or those days, or in the same manner. The note or the bill must be presented on the same time.

When it is payable at a certain number of days, or the time is certain, it may be presented for acceptance, or payment. If permitted, it may be presented at the same time.

If the drawee should sign a bill of this description to be a factor to the payee, it is not necessary to present it immediately after the receipt of the note or the bill. If the payee, or the payee of the note, or the payee of the bill is not present.

The acceptance of a bill of exchange varies from the
Law Merchant.

As it may, notice must be given in the same manner
as if there was no acceptance.

If notice, was given, the note must be demanded six months after
the last day of grace. If not received on the last day of grace, it
must be paid on the same day the instrument is presented to
the person from whom payment is demanded. 2 S. 717, 11. 32.

The holder must give notice to all the preceding parties to
whom the note is made, writing. But as it has been observed
he is not bound to give notice to any but the person
who made the note, or the party who received the money or the assignees
thereof. 2 S. 717, 11. 32.

If however any sum claimed had not been provision
made, he is not bound, for to a sum made provision
for, to bring in more no remitted obligation to take
up the bill.

Promissory notes in new states are as much entitled to
the same grace as bills or ex-1. 5. B. 180, 1. 32. 184.

It must be offered for acceptance at the usual
days of grace, unless persons are to be remitted
their officers' absence.

Notice must be given when there is any refusal to part
therein; and if there is any refusal, when there is a refusal, and of
when the refusal is not to be refused. 2 S. 717, 11. 32. 184.

The notice is always to be demand from the holder of the
bill, and is insufficient, if received in any other maner.

When the parties live in different places, the notice is
always to be dispatched by the next post. But if they
live in the same place, the notice must be in a reasonable
time and so that it is a reasonable time to be received. 2 S. 717, 11. 32. 184.

If 2 S. 717, 11. 32. 184.

The instrument is not of such form as to be considered
by the instrument in each particular, but more as it contains a
question of the 2. 149. 149. 149. 149. 149.

There is no case when more
than 25 hours have been allowed both before and after
the notice.
Law Merchant

Note as has been observed coming from any other than the holder of the bill, it is not legal, but the grounds, that the drawer is not bound to give it credit

An unnecessary to give notice unless the drawer himself feels the drawer in his hands; 'for in this case the owner of notice facts sect 500, 5.

But this cannot render it unnecessary to give notice to the endorsees, for it is no consequence as it stands, if he whether they were effects of the drawer see the drawer in 500, 713. 280, 713.

Yet as can may happen in which the drawer would receive injury from the want of notice, the the drawer has none of the effects, it supposes it under such circumstances that the bit notice to advise that want of notice would a take here to consider.

No particular form of notice is required as in land wills, but an express mention is a numerical formula sect 513. 4, 470.

When receipt of acceptance when the bill is offered for that purpose, the holder acquiesces a notary public with the circumstances, who immediately delivers an change of the owner.

If refused notes on the bill the of receipt, makes receipt of the receipt in which to claim the holder will be back to this owner or issuer as the case may be for the damage. This presentment as protest can be made legible clerk an agent, but must be done by the notary himself.

A certificate copy of the protest is not the next valid to every person intended to be charged.

The protest is conclusive evidence of a refuse of no otherwise present to know the fact sect 513, 271, 271, 713.

That the notice a protest was caused on the refusal can be established by paper, if the witness must not explain that the bill was sent by the next post, but he must answer to the contents of it.

When the bill becomes due it must be presented for
law Merchant

pay’d in the same manner as if it were accepted. In which case the protest is to be made in the same manner as before, except that the bill is now to be endorsed with the protest to the drawer. Because if the drawer cannot be found, protest is to be made in the same manner as before, to each of the preceding parties to whom the holder intends to look for payt of the drawer’s own bill.

When a bill is not accepted according to the terms, it must be protested. He also a bill may be protested for better security or when it is payable at a future day. If the acceptor is in failing circum.stances, the holder may demand security. If none is given, the bill may be protested for better security. L. 5, B. 743.

If all these acts have been performed in a regular manner, the holder is entitled to his action on the drawer’s order, on which he will recover principle interest cost of damages. § 642. B. 5. 361.

The costs include the expenses of protest & the charge of the day. At 6% the interest would be the rate of damages, but by the bill more than the interest security is allowed. The rule however is different in different counties. That is each is established by general usage. In those states to the northeast of Ben 30, 30 there is 10% new and 3% of damages. But in certain transactions the major damage is never required into. Whenever there is no established rate to damages, the trouble & expense of the holder may be borne. If in the same manner. In bank bills of ex are the principles of the b. b. stand on the same footing with other b. b. costs. Of course there can be no recovery of damages, if no notice is required in any instance. Appendix 366.

But in any bills they may be found by a different rule, upon the same footing with informant bills, having no such statute. With respect to bearings or at b. b. A bill must never pass another
Law Merchant.

A state is to be treated in every respect as a foreign bill.

When acceptance is refused by the drawer, the stranger accepts for the honour of the drawer still the bill must be protested Notice given.

When the bill is accepted for the honour of a particular in honour, the acceptor is bound to the subsequent holders only.

The drawee after refusal wishes to accept he may get the person who has accepted for the honour of the drawee in want of the demand, so far as, Bnm. 557.

The Obligation of the Accepter

The acceptor is liable to pay the bill to any person, into whose hands it may come. If his refusal to pay subject him to an action, yet the action cannot be maintained by the drawer until the drawee had effect, in the hands of the acceptor. But third persons are not bound to know that there was consideration for acceptance, consequently they are entitled to recover on the acceptance at all events, 114. 145.

On the other hand, the drawee has no effect, if pays the bill he may try an action on the drawer to recover the amount unpaid demand by the bill.

The holder of a bill may by legal discharge the acceptor detached from the responsibility of the drawer, but this could not induce on the principles of B. L. warranty a right of action has once accrued it shall not be extinguished by pauper or Black Dough.

Any indulgence shown the acceptor by the holder, willing to get the amount of the bill from the drawer an indorser, shall not be continued into a discharge of the acceptor.

Yet if the drawee keeps a hand, the acceptor is discharged for so much as is paid, 144, 36, 168.

No action of drawee shall occur the acceptor for his liability, until the effect of the obligation of the bill.
Jay limitation, and at will.

稿件 acceptance issued the acceptance favoring the books in it as an acceptance U.S. 282. 7

Thus presently in that a recovery by part of the bill from the acceptor discharged the drawee, therefore the drawee now otherwise determined, 1 Tech. 262.

It has been a question whether a suit who satisfied a suit obtained by the instance of a surety who pays the same can maintain an action on it in the instance. In which 2 again a suit to B, Kapen, who indemniit it to B, by whom the maker was sued. It became back to A & B reverse judgment. A claim to the recovery of institute an action in the name of B & B the indorsement. 1 Tech. 52.

The objection to the improbity of the action is that & the nomininal $100 has been satisfied. The B it then was against to the improbity of the note of that the suit must have his remedy at B as the maker of the note. If the surey would have been the same had the suit been satisfied in favor.

Thus furnishes for that when the drawee requests to accept as pay the surey must proceed to the drawee first but the surey is now exonerated. Neither surey or indorse may be sued at the center of the surey. 1 Bac. 196, Sti. 451.

The Recovery of the Parties.

Wherever the demand continues for between the parties, that the

surey in the process to be pursued as between the

concern, the drawee, the drawee, the surey, and the immediate surey. If also between the maker of a free issuing note - for in all these cases consideration has passed between them. But as the surey in favor of the maker as the surey - for them is no attorney of

The Method of Declaring a Bill of Exchange.

The modern mode of declaring is very different from the ancient. Formerly the bill must be put at full length in the declaration, under the idea that there was no custom. D. Ray 155.

But the last line was incorporated into the body of the hand, the custom is one that the bill is merely stated to have been made according to the custom among mercantile buildings 294, 296. Book 3970. 1704, 1702.

In declaring the custom at length, however, would not incribe the declaration, the words would be needed. D. Ray 158.

All this, which entitles the bill to meaning, said to state and the drawer made the bill directed to the drawer, and making him to have the contents of it to the payer. In stating the facts, however, regard must be had to their legal operation. 122, 133, 41, 133, 42.

Thus, if a bill is payable to a particular person, it must be declared as payable to be known for the consideration because the body of such persons payer cannot inquired.

If a drawer a bill payable to the order of B. in the name of payable to A. himself. If may be declared as.

So also is a note is made in favor payable by B. payable to B. himself. If may be declared as.

And if a joint renewal note in favor payable to B. and. Note may be made as a renewal note.

And if a joint renewal note in favor payable to. Note may be made as a renewal note. But if more than 1 or more than the whole must be included D. Ray 135, 104, 132.

If however an obligation is joint, it must be declared as a joint. But if to, it can only be taken advantage of in abatement.

If a bill is payable in a state law, before the date, it must be declared to have been made on the day of the date. Follow 6212. No. 22.
Law Merchant

Law formerly the R. that the place to which the bill was made should be annexed. Know for the sake of proof it might be necessary, but this no consequence that bill, nor the place when the bill was actually drawn.

When a bill is payable at money the place of the place where drawn need not govern, if that place need be stated in the declaration.

Every bill that drawn need be subscribed by the drawee in the hand unless necessary to avoid it to have been made with the insufficient that it appear in endorsed. D. Page 147. 3. 62 346.

But in a note is sufficient to state that drawn, of the date, as drawn by the agent to the drawee duty of his name and to have been subscribed by an agent, it must be stated truly as there will be a variance. And.

In the case of a partner who makes a note in the name of both, it may be stated to have been made by both, it appearing that they were in partnership.

They are action in trust on a bill when there is a several set, it is unnecessary to state that the others have endorsed, that the bill must be paid forth as it is. D. Page 360. 1. Shown in No. 25.

It must in all cases be annexed that the money drawn in the bill to the payer's name if its payable afternight that times presented for acceptance. But if payable after the date is unnecessary for it may it may be presented for an acceptance, paid at the same time.

When the action is brought in the acceptor, the acceptance must be stated. Generally according to the terms of it. D. Page 365.

Page 359.

An endorsement to an action must state all these, that the payee receive the bill and return to itself.

If there be two or more it official endorsements, the last endorsement must come to each an individually, than the whole regardled as an order to show his own content.

When there are blank endorsements any one may, by
to the holder. This provides the security of more than one
endorsement.

When the bill is payable to one person and no endorsement is
stated, the bill has been issued to one person, for the
purposes to which he was to become.

In the action of the payee in making an assignment, he
may not recover by the indorser for the indorsement.

This is recognized.

When the action is brought on the demand as indorsee by a
maker, grantee, indorsee, all the preceding indorsements
between those that a drawn and were made on the
issuance, that is, from

the action on that the acceptor refused to pay, that notice
them of that prior notice, but also the rescission of the notice, is
not to be given, as it is not good.

Yet to notice is stated to have been given if the rescission is
annulled, he may be enforced to have in the notice is
not only, but of the notice, is necessary unless the his notice, if the
notice is not only

been, the action of it will be cannot be without,

The indorsee is an action on the indorsee, and the statement
is not only into a demand as the demand

It has been made a question whether the demand in

When an indorsee can maintain an action on the acceptor

The term has never been decided.

Notice must always be given in the sequence permitted
by Stat. 1866.

The refused to pay a bill, but it may be to its notice, as it is

liability, so that it must after it becomes an indorsee by the

holder.

When a provision is made has been endorsed by the first

It is customary for the indorsee to issue, but not

mountain are action on the indorsement as much as

When the demand, except of previous a bill without paying

of the demand, in the manner has occurred or

by an action for recovery, not due to accommodate, on fee
money paid out (explained) for the use of the cist. 12
§ 266.

It has been said a question whether the plaintiff after stating
as above, must raise an affidavit. 2 R 489 522, 1 Blk. 38.

It has been decided in this to be necessary, but the judge
incorrectly, for Queen v. Queen v. the debt does the general law
now appear.

Many instruments are given a good consideration, which
are not in the form of bills on notes. I am not legible,
the writing between the parties. 3 M. 178.

The care needed in recovery in such a case is by module of
whether in support of which the instrument is given in
evidence. A bill in the hands of the payer is always the
most direct evidence of a debt due before the drawer, but
this presumption may be overcome by the enquiy into
the consideration.

Though a transferee a note on bill without instrument
is on the principle of the 12, 11, more liable, but as
between the immediate parties the transferee transcribed
— an action will be upon the implied warrantee.

B. B. the action is ground upon the original debt for
which the bill was transferred; yet in the declaratory
act the defendant the instrumentual may be put as
in defence. 3 M. 178.

The holder of a bill has no known property his security
being the discoverer accepted the person accepted. You attain
any remedy unless you first. (How part of the debt, in writing)
but believe as the remainder for the cost, but for the cost
only 3 R. 183, 1 Blk. 178.

Part of the debt is sufficient all the actions can fail after just
is secured yon before the taking out the order on the debt on
the writ, having plenary a right will not permit him to take out
order, if he claims it he will be committed for non-
benefit. 3 K 108.
Law Merchant

A draw a bill in favour of Bowe, who accepted it. B endorsed it over to D. D refused the acceptance who was commissary to goad. F sometimes legally libeled it. the commissary his action was at the drawer, recovered upon the ground that the disclaimer of B was no satisfaction of the debt. After it had thus held the issue an action in his behalf, B's good in the acceptance. C.P.R. 825.

In a suit in the general issue the action of the receiver is the second right of the party to the bond, bond being debased under the common form having force to, the other.

Evidence

All the necessary allegations must be proved to the effect in order that becoming support his action.

The holder in due course is the acceptor must prove the

hand writing of the drawer. But the hand writing is evidence of the acciptance. For the acceptor is supposed to be acquainted with it. By his acceptance of the note signifies it. D. Ray 434. & P. N. B. F. 1588. C.P. R. 390.

This principle is denounced by D. Thurlow, but he is not

bound by any.

But when the acceptance was made without seeing the note, the hand writing of the drawer is not evidence. In this case, the acceptor is not justified in authorizing the note to have been paid.

The holder as in the drawer is bound to prove the only occurrence by proving the hand of the indorsees. When the note is payable to bearer the holder to change the acceptor must prove the hand of the acceptor only.

When there are several blank indorsements, the holder may waive the necessity of as many as he desires by filling
a novel instrument with his own name, this relieves him from the necessity of proving the hands of the indorsers that
stuck out. But an official indorsement can never be valid.

The acceptance of a bill must from the hand of such
indorsers as may make furnish to the acceptor.

If the acceptance was conditional, the flhfl must not only
furnish the hand of the acceptor, but also the hand to have
been made as which the acceptance specified.

In an action by the indorser on the indorsers, to enforce the
flhfl furnish the hand of the flhfl above, in the case
in not necessary to prove any demand on the drawee.

i.e., the instrument by his indorsement becomes a demand to

The validity of any of the parties is not sufficient to
to say the foundation of an action. The holder of the bill
must have been actually satisfied by him who claims of
the drawee, or in case that the latter be subject to the
things must be evidence. D. Ray 153.

The drawee in his action by the acceptor must know
the hand writing of the flhfl—a demand of part of the
instrument, that in consequence thereof the flhfl has
paid the bill. 114 B. 36. 1 Mil. 85. 185.

The acceptance of or the drawee losing knowledge of any evidence
of effects in his hands is sufficient to entitle the flhfl to a
necessity, that is, the law thereof of proof lies on the
draft, to show that he had in his possession of the amount
when this is shown the flhfl must succeed.

In the action of the acceptor on the drawee, the hand writing
of the flhfl must be shown—part of the bill, so that which
is equivalent thereto—what the flhfl was in favor of no effect.

But when the action is brought by one who accepts for the
benefit of the drawee, he is not bound to show that he had no
effect for this, for this the drawee furnishes.
Law Merchant

In this without the bill is sufficient evidence the term customary to produce it.

A bill is not returnable for non-acceptance, but for non-payment only.

When a bailee has agreed his hand he shall not set a seal of possession by ministration, but the proof must be direct.

Sec. 1614.

And when an act has been done it is necessary to show the hand writing of another, the proof must be direct. But where the hand of the defendant is taken away, a variety of circumstances may be added as indicative of the inspection.

But where a man2 is owned by another, the hand writing of the agent or only under which he acted must be shown.

This only may be denied from custom, which is sanctioned by the principle, as that having been so endorsed, he will bind the latter. Evidence of this fact will be conclusive.

In cases where facts have been made, proof that the content has been given must be had, this can be established more other manner than by evidence of it, and in that the person who is bound more is that immutable.

The hand writing of the maker of a promissory note and not in favor, and not a remitter, unless the petty reserve is default, for the debt cannot become it. 3 T 335, 411 S. 2 B. 258.

The want of consideration in a negotiable instrument can never be questioned, except as between the parties.

Of the illegality of consideration.

The illegality of the consideration will be at the expense of the court or between the parties. But in a B.P. of this kind that as between these shall have no effect.

When the illegality of the consideration don't appear when the payment is not in itself specially prohibited or given in evidence.
If the illegality arose from a fictitious status a prominent into a court in the state a judge to play an unlawful and
abstain neither can be bound if of the other shall of the party to the recovery of the other the he will be in a reasonable.

369

As now settled, the it has been made a question that a for
money can become as a major citizen for the sake of good which were the for the purpose of being unsecured
but it with the parties mere native citizens no recovery
could be had. (621) For 371-373.

When without a consideration or with a bad one has
negotiation, the bill must be affected by it.

But to this is there is an exception for when a prom-
tive status exists an instrument negotiable writing of a
contains provisions which are made for such consideration
as can then points out to be void to all intents and pur-
poses, the instrument by negotiation can never in reason
be good for it would be evidence the status to say that by a lawm
they could be because breaking (626) (627) (628) (629)
(630) (631) (632) (633) (634) (635)

By the discipline of status, one there is among existing
but an instrument in such an instrument can maintain
a receipt, the inadvisable for he only warrants the note to be
good, if it proves not so, this fact will entitle him
to a recovery.

A bill may be rendered after it becomes due but this is
not, according to the 626 of proceeding in trade
of unless there be consideration it may be negociated for not
a does so affect our ground, that it would be proving in plain
than on the same footing with bills which have been
negotiated or accepted in the usual manner.

Ky. 283-284.
Bank notes, Banker's cash notes, 

Bank notes are a class of instruments which are commonly issued as money, shall be cash - 

Note: The note, if not paid, shall be subject to legal tender.

Bank notes are not issued to circulate currently. 

Banker's notes, drawn up in the eye of the country, when issued at the price of cash, but a demand of pay must always be made within a reasonable time on any bank which may receive from the holder


What is a reasonable time in a question of law, the duration will be governed in a great degree by its new currency. 

Bank notes, issued in the usual manner, shall be subject to legal tender, &c.

Banker's notes, when paid in cash to the amount of the bank's demand, 3. Nov. 823.

Any debtor from being held or in the event, to any of any payee therein noted. Nov. 823.

When a bill of exchange has been accepted by the payee therein noted, it has been held that the bill must be performed.

When the drawer as a cadre or a bank of a bill of exchange, it has been held that a reimbursement is not necessary.

If the drawer abandons the note is required, but if the 

Sudder notes in death are void under the statutes void under the statutes, shall be subject to legal tender. Nov. 823.

On non-acceptance of a bill, the payee has a right of 

The day of receipt of a bill, the payer is required to pay the drawer in full at the hour.
Law Merchant

It is now discharged by the transfer of a bill, but it has its operation for a suspensive of the right of action, for so long as the bill continues in course. Ex. 3. Co. L. 163.

Thus, formerly, a question whether a missing cancel had on a bill payable to a fictitious person. According to the law then, the hand of the drawer must express that the holder may show the entry under which he holds—was the original holder to give the bill—impliedly endorsed the name of the fictitious payer, it would be impossible to follow the hand.

After variance, declaring it has been settled that none necessary can be had in the course, not that the bill is a bill payable to the bearer for such must be endorsed up to the occurrence where the payer to be a fictitious person, he is bound by this circumstance. He is always held on whether he knows or not, provided he has given the drawee entry to draw in that manner. See Cert. in No. 150, at 171, where the question is treated of at length, etc. the cases cited.
Insurance.

The second branch of the Law which is next to be considered is that of marine insurance. This is in a great part of the Law not confined to any one country; the insurance statutes of different countries have different wages with respect to the America towage. The is generally the same as in the U. S.

The Eng. L. C. H. has been generally adopted in this country, and as they are more or less adapted to our own country, there is no considerable difference. Insurance may be defined to be a contract of indemnity, in which the parties in which the party of a ship which shall arrive safe at a certain port, is indemnified by the other for the happening of any particular event.

The party insuring is called the insurer; sometimes the reinsurer. He is to reimburse the insurer as the indemnity be to whom the indemnity is made to the insurer, that which requires to obtain the indemnity, the premium. If the indemnity by which the party is indemnified a policy of insurance, is a principle of the Law, that the insurer must have an interest in the thing insured for otherwise it is a mere acquiescent act. But of this the vessel may be damaged. The present is not found in every: but by the law, they are probabilities.

In many cases of the L. C. H., that the insurer must have an interest in the thing insured for otherwise it is mere acquisition of act. But of this the vessel may be damaged. The present is not found in every country; they are probabilities.

The Law will not always at L. C. H. institute an instrument, but in a policy of the Law, the least acquiring an interest of the same, will entirely destroy the insures liability; indeed the sword may commit no murder except as an actualusiument.

Who may be insured.

All citizens, subjects, etc. are entitled to be insured, and the fruits of alien, if they exist, are entirely under their control. Great common held in the English, etc., that the country could be made on the part of alien enemies. This however was
at various times restrained by temporary statutes, which the enacting parts of which were proposed by Lord Mansfield, 1 Bl. 320. 1 T. R. 45.

The question at length arose whether the alien could maintain an action in his favor for the time. The court, as I understand it, sustained an action for other causes, as revenue officers do why he should in this class here decided that on such case no remedy could be had. 6 T. R. 23, 34. B. 1746.

But this court found that an action cannot be maintained after the war. B. 1793.

At a 17 that an alien found residing in an enemy country, the in partnership with one alien enemy may sue for his tenancy so far as his own right is concerned. 6 T. R. 619.

When the policy is legal on the face of it that it will now grant a new trust to him in the just, hedges that lives 356. illegal. 1 T. R. 83. 1 B. 1795.

Who may insure.

By the 8. L. any might be an insurer, but in all companies except the royal exchange, the insurance companies are excluded by law. But all persons in their private capacity, those corporations which are not incorporated for any particular purpose may insure. 2 T. R. 978.

But if an individual who insures has a secret insurer, such secret insurer will never be liable for any thing that may happen if the acting insurer only can be sued. 6 T. R. 565.
the Subjects of Maritime Insurance.

The insurance which includes all kinds of goods—ships which
insure for goods of every kind. The law is that which also
laws and by carrying goods. The rest is as follows.

But there are articles which are consideration, that
are not the subject of maritime law, goods which are to be
smuggled, or such as are forbidden to be carried out of the
country— a policy on articles of this description would be
void. Lord 992,

As settled in the
town, that the revenue of a foreign country
can not be regarded as good. The revenue
d. of another country, the French revenue, is called to
the law. Part 997,

To an a voyage to a colony of another country it is
wrong with it, as illegal. A. the in forbidden.

So also if any article is forbidden to be imported or exported
is, because it is illegal.

Articles contraband of war, which are arms, ammunition,
horse, arms, &c. all kinds of all kinds, &c. all kinds, &c. &c. &c.

Arms, contraband of war, which are arms, ammunition,
horse, arms, &c. all kinds, &c. all kinds, &c. &c. &c.

Arms, contraband of war, which are arms, ammunition,
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Arms, contraband of war, which are arms, ammunition,
horse, arms, &c. all kinds, &c. all kinds, &c. &c. &c.
Law Merchant.

It attends to nations co-operating, the policy is varied.

So also are an inter-tribe in countries of an embargo on trade could create a business of an embargo on trade. See [9, 221, 224]

Governance with an enemy is in all countries led to be undertaken; hence it would seem that an insurance of goods belonging to an enemy invaded. If, therefore, it were to be considered in this country, subsequently it is established. With this reservation, an insurance has been usual in Europe to consider such risks as building. (B. & N. 173, 71, 80.

2. 178.

The act in America is by the common law the end of the war, for the interest is in to us what the King is to that country.

These acts in Europe by the last of the 18th century seem unanswerable. But this decision, in 1795, was afterwards removed in a case of similar nature in the act of King's bench. Yet the issue now to be settled, that an insurance of such cases is illegal, which is neither in accordance in this country.

The wages of the ships, no evidence can refer principles of policy be insured, for insured too in time of danger to under them for policy. To make the evidence for the preservation of the ship's cargo. (4, 119.

If, however, after the wages are paid, they are expended in the purchase of goods, these goods may be insured; anything in Caesar may be removed that is at the will of the owner. It must be so that the insurance of a ship in passage may be considered as a security to the owner both in time of peace and war. For the insurance of carrying on a trade, is paid for the insurance of factors in C. R. 178, B. 35, 1900, 1799.

As a test to prevent that to entitle the insured loss commission, it must appear that some insurable has been given, thus when lying on the insurance a ship was lost, if there was no cargo, or if on board, there was no cargo, having been the insurance cask, unseas, etc. But who is it that has been insured at a short time cargo is at another.
Supra. Merchant.

A step while going from the former to the latter place will entitle the survivor to recovery.

They allow having a qualified duty in goods, as a genuine way of course there but this does not include the duty being the legal duty from summary also.

To regularly treat that no human claim a double duty on the same duty, it can never be done to obtain a double satisfaction. 1 Brev. 283. 1 Bl. 108. 2 J. B. 188.

2 Do. 155.

But under certain circumstances a double duty may be efected. For instance may the had the interest either of the survivor, for the whole new survivor.

It has been made a question whether the profit that 1 expect, to take upon the accountability of a voyage can be received. There that, but I can refer that principle has been recognized. Bow. 261.

I do think there is no power for such a decision. That it would not have been considered as a principle. Bottoming out or insurmountable through a name.

A mere trustee without any beneficial interest, but having the legal title only 1306. 14. 1 Brev. 261.

When there is a reasonable expectation of advantage the owner may take duty imported for that purpose, and care of protection at sea even 10. 186.
Policies are either open or valued. When the policy is valued by agreement of insurers, it is a certain sum, or at certain time. In the case of certain policies, the value is determined at certain time. Often, the value is not determined at a certain time. A certain sum, or at certain time. The insurer is liable for all losses, including dermall losses, without any valuation. In this case, the instrument is called an open policy. If the damage is not actually sustained in the loss, the insurer is liable. See the case of a policy for a house, where the damage actually sustained is not the house, but the contents. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. The insurer is liable for all losses, including dermall losses, without any valuation. 

And all policies that tend to introduce invalid policies, which tend to void the policy, are void. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. See the case of a policy for a house, where the damage actually sustained is not the house, but the contents. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. See the case of a policy for a house, where the damage actually sustained is not the house, but the contents. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. See the case of a policy for a house, where the damage actually sustained is not the house, but the contents. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. See the case of a policy for a house, where the damage actually sustained is not the house, but the contents. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. See the case of a policy for a house, where the damage actually sustained is not the house, but the contents. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation. In such a case, the insurer is liable for all losses, including dermall losses, without any valuation.
Yet in 1746, they adhering to their former decision, declared the
said last in a subsequent point of the same year decided that
they were, and that the Court sustained the raising of the
statute in 1746. Nov. 12th.

And so the debt has no force here, yet in the sentence an ever
foremost, such former would not, in this country be submitted
in, for they are as has been proved directly, opposed to ch. 8 of
the general law of the sea.

Of Reinsurance.

A reinsurance is not what the term would seem to import
as a double assurance—such an Insurance of the two. A reinsur-
ance is frequently effected when the original insurer
thinks there is danger of a loss, his himself unwilling to
run the risk.

In no instance of certainty between the last insurer
the insured, nothing in case of loss can be had to the former
by the latter—so that the insured has last security for
the original insurer.

Reinsurance has in England been restricted by statute—but as
in allowed by the 4 & 5th to praeclad notwithstanding these
state, when the first insurer is insolvent.

Of Double Insurance.

This is when 2 Insurers is assured to the insured when the
same money—this the 2 allows for the safety of the insurer
when the insurer pays. But in this case there can be but
one recovery, this may be obtained from either of the
insurers in which case the loss must be divided between the
1st & 2d. 45th because of the

The principle was not surely known in Eng to ch. 6 to
the law, scarcely recognized by the 1st. 45th

The principle was not surely known in Eng to ch. 6 to
the law, scarcely recognized by the 1st. 45th.
The Insurer insured against.

All the losses incident to the voyage insured on in the
same policy as any of these accidents,
When the fault of the insurer occurs, if the loss is
occasioned by this fault, as in the M. American, the in-
surer is not bound, for this reason was not excluded for
in the policy if damage is thus caused to the owner
by negligence of the M. owner, the insurer would have been
excluded.

If the voyage or commerce carried on is illegal, no claim can
be made upon it.

By what use is can be made an example.

These accidents by which a loss may happen, which are
usually insured in the policy are, partials of the sea, ruin
of vessel, fire, enemies, civil war, enemy thieves, letter of marque
arrested, taking at sea, arrest for violation of laws, princes
arrested, burning of the M. American, to use the word,
insurers claims, damages of all kinds, that may happen to
the ship or cargo.

By the M. all losses of every kind or extent by the policy
were recoverable. If part of the goods were destroyed, the
insurer must be indemnified by the insurer. This liability is
now however qualified. When the loss is not actual it
must at all times be recognized, in order a recommend to
that effect in more usually annexed to the policy.
which, it agreed that in case of a partial loss of certain articles, the same should not be subject. The same article
then except, one case of a valuable nature, to wit, from flowers, fish, salts, flour, rice, sugar, tobacco, hemp, flax, hides, skins; no damage can be had by the loss, save an except from previous, upon all which
erred. The court is allowed.
So these exceptions to the 2d. 3d. 4th. 5th. 6th. 7th. 8th. 9th. 10th. 11th. 12th. 13th. 14th. 15th. 16th. 17th. 18th. 19th.
When the ship is strayed, the 16th. 17th. 18th. 19th. 20th. 21st. 22nd. 23rd. 24th. 25th. 26th. 27th. 28th. 29th. 30th.
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When the ship is strayed, the 16th. 17th. 18th. 19th. 20th. 21st. 22nd. 23rd. 24th. 25th. 26th. 27th. 28th. 29th. 30th.
By the law, being as it is not usual, a total loss—such a
case occurred for the general safety of the ship, I can
Such a case of a lumpy substance, any change on board
will produce the consequence. In such case the smallest
loss must be paid by the insurance.
The total loss was a distinct, occurring in the 17th.
When the loss is great, that the salvage don't a
amount to the value of the freight, the loss is always
total.
Even commonly held that of the thing specifically re
ceived the value of the value, the insurance was discharged, not
The answer is always liable for his own. The. Mos.
conduct— for the negligence of either exerts the same
upon the backloading of the ship is unwarranted.
There is always any extent of agreement on the part of
the insured, that the ship shall be sea worthy, because of
the causing the policy will be void.
Law Merchant

Sec. 382.

The owner of goods liable for the misconduct of the
Stationer.

A case arose in which a vessel, owned by a man in
trust by the estate that the hull was liable... and P. De-
鸿s division of the L. M. 1, March, 1783, 170.

R. Ray, 129.

But for theft committed on board the vessel by
the master, the goods under the same in the fac-
ney, for the actual, to robbery of private, from without
at sea, bare them. *Bennett, 913.

Hence are liable for thefts committed on board, as

Sec. 698.

Duration of the Voyage.

1st. Duration of the voyage on the goods. From the un-
armed of the goods, the goods are removed from
the time they are first and bare. If the voyage continues till
they arrive at their destined port, or are discharged
in the hands of them if they are lost, while carrying
an anchor, the goods are the owner.

After goods are once carried on board they must be then
continued until unloading and the seaman, or any person of the ship being disposed in which case they
may be placed on board another vessel, if a loss in
that vessel is evidenced by the policy. *Bennett, 913.

When the loss extends to the landing of the goods, the
property of the goods, the local, are liable to which they are
delivered above. *Bennett, 166. *Sec. 54.

It has however been held that if the wrong made by
of his own lighted, the shipyard would be discharged
from all risk, but this is now decided to be unsatisfactory.

Dec. 1895.
Law Merchant

The insured is not at liberty to involve the insurer—but after the arrival in the port or rendezvous time only—is allowed for their landing Bank. 214. 314.

But there are some cases in which the insured is to keep the goods on board, for some time before they are discharged; where to sell them from the ship as in the case mentioned with Newfoundland at the coast of Labrador—here the insured is always to be absolved

And in order to know the particular mode of journeying on a trade in our place evidences may be admitted.

Duration of the Insurer are the Shippers.

As will depend on the words of constructing the policy. When a ship is insured from place to another, the insurer does not commence till the commencement of the voyage. This is when they have once cleared anchor with a true line into the sea of trading, the ship is alleged immediately to continue to sail. The liability of the insurer in such a case continuing—therefore you will be secured from a loss before setting to wait as in the policy the insurer at 11:00 the hour where the ship is insured the insurer then commences from the time of signing the insurance. A reasonable time is allowed the insured to commence for the voyage. 1 Mkt. 54: 2 Do 559, 8 T. R. 562.

When a ship is insured at 11:00 from place of loading back; it has been held that the homeward voyage commences immediately on the arrival at the place. But to avoid that within the outward voyage near the outward voyage and not the homeward voyage, ends till the ship shall have been 24 hours in safety. In order the judge thinks that the homeward voyage don't commence till that time.

The insurer as has been seen continues only till she has been safely rounded 24 hours in port, in safety—but after the ship is wind you straggling after the 24 hours have to send your own vessel chase the continuance of the
The answer is as much as can be discharged. 1 Pet. 3:2.

[Page text is not legible for transcription.]
LAW. MERCHANT.

Duration of the Risk in the Seize.

This continues from the time the goods are hul on board to the arrival of the ship at the port of sale. If part of the goods only are shipped, the whole in the case of valid policies is insurable. 8 B. 184. 9 T. R. 367. 9 T. R. 311.

When a ship has to sail to another port to take an indemnity cargo, the risk begins when she leaves the port of loading. 9 T. R. 478.

Nothing may be done by the insurers to change an insurance, the insurers. As by taking letters of marque, the policy will be made void if the insurers discharge.

But letters of marque for the purpose of rescinding same to order, with the condition of yet being there, the policy was not discharged, changed insurance. The letters were not valid and the insurers discharged the insurance, because they fell out of their temptation to deviate. The judge decided the policy of these. 9 T. R. 550.

As when letters of marque were taken out with the same view as in the former case, but in this there was no temptation from the officers, that there were letters given - there was a deviation of the last case, yet the insurer was held liable. C. T. R. 579.

Now these two cases are inconsistent with each other and the only way of reconciling them is, when the grounds that the first were legal letters of marque, having been certified by the port office - for the latter were not legal, they must have been considered a mere nullity.

Of Insurance by Agent.

The risk is generally effected by the agent called a broker, to whom the insured always looks for a premium. As to a pure insurance of facts.
Law Merchant

It has been questioned whether the sueress could maintain an action in the sueress from the principal, who the bill was obtained by a broker. The law has been so decided on this point, that a sure within the sueress principle of qui facit non facit juris, the broker must have the sueress ability to act in such particular cases as they arise to act in all cases. But a sueress to recover goods by a part sueress only will not bind the other sueress.

In all of the L. D. that no sueress can fall another to become the agent. But in the L. N. this law is discussed with in a chapter of cases.

1. If a broker is directed to obtain an order by his correspondent, it has sufficient effect for that purpose in his name, he must sueress as he himself would be liable.

2. So when a man has a correspondent who has always been in the habit of sueressing under a sueress, he has never sueressed the agent, when requested under those circumstances sue act on his own name or he himself will be liable.

3. When a N. sueress that as a bill is handed to his correspondent, who accepts it, he is bound to sueress. 1. C. B. 29.

2 do. 64

This rule to settle such a case, is as a rule, relating to his correspondent, who accepts it, he is bound to sueress. 1. C. B. 22.

2 do. 64

And in this case, that when I voluntarily undertake without any consideration, to sueress for another, but by reason of his negligence or by reason to the principal, the a

1. C. B. 64.

4. C. B. 64

And in this case, the sueress was to learn had any discrea
The agent is always bound to deliver the policy to the sure
and bearer to be demanded. If he do not, he shall in all ca-
sums be considered as the insurer. Page 6.

When goods are insured the name of the ship is usually
mentioned in the policy. If two or three are bound to go
aboard as other vessels with the consent of the insurer,
and the master is particularatest, he may take the
command of the ship. But the ship is sometimes bound
with a proviso that he shall go or remain in the ship;
and if apparent that there was no intention of
enrolling him that is insured, we shall consider as a good
discharge the summons for arrest a wish to his morning
ought to have been noticed to inform him. When the
ship was at the time he arrived the instructions can
really come to board any ship or ships, the shipowner
is only bound to do so according to the circumstances.

When goods are insured it is unnecessary to particularize
them. It is enough to say all goods. Page 4.


The ship owner bound to good and merchandise with
include all burdens.

If however the goods are specified, then are other goods
on board which are not. If they are lost, the insuring in-
bounds to pay the policy. But if bottomry is not in agree-
ment, the insured they must be refunded. Page 4.

And the shipwreck may not be insured. Page 4.

or also may the shipwreck, but in those cases they
must be specially named. But the proviso can only be
enforced by the shipwreck, the suit may be lit on the

Page 4.
law merchant.

Goods laden to the deck are not included in the policy unless named, for they are much more exposed than other things.

S. B. 30

Jewels, Button-hole foreign coin must also be specified, their amount as respects value made known. In long sea

ers it is not customary to name articles of this description.

Am. 231, 24, 173.

The loss of a ship when laden does not cover the cargo—on they are different things.

It is necessary in a policy that the voyage be named, else the time of departure—date of its lift or blank the

policy is void. 

His case was made on a vessel at Surat. The cargo is oil—a soft mass. At the time it appeared that the ship had

taken her cargo on board at Alexandria, 6 months previous to the effecting of the loss. Yet that the cargo was of a fur-

erable nature. B. P. 544, 543. B. C. 292.

Two objections that no disclaimer of these facts was made—yet the insurance was valid.

As it is that when the place of destination is unknown,

prior to the policy is vacated. But when the clearance is

in a place, if there is a recent intention of going to another

place before the ship arrives at the sounding point, the insurance is not discharged—on the mere intention of

sailing will not prevent him from his liability, there

is no contrary decision.

When a ship was insured for a certain time visits before that time, on a different voyage from that insured in

the policy, the insured court recover, the ship afterwards

goes into the course of the voyage point intended, it is part

after the day on which the policy was to have attached.

2 B. 30.

When it is manifest that a sneaker is continued, but a soft nap

will disappear it actually takes place, the insurance is still valid

2 H. 339.
The law merchant.

It has been made a question whether a ship insured with an intention of going from A to B, to which latter place she never arrived, subsequently burned by mutiny, the insurance is discharged, if the insured shall not a

But no term of was he used or assigning an the deci-

ding point, to make inquiries. If the inquiry is not made, the enquirer's questions, if the other takes a wider interest than the latter, the enquirer

takes the question to all events, no basis whatever, the insurance is discharged.

In all policies the benevolently to be insured as

that was sufficiently enquired.

From all inquiries arising from hindrances of the

goods, as their being exposed to the weather, the in-

suar is not liable, for there was negligence on the

time.

In all cases of ships insured, the words "lost

are not lost," are inserted, within the policy with an al-

to be pursued to the time of the

After a disaster has happened, the insurance is not at all

the extensive of salvage, if hence a clause to that effect is

introduced into the policy, the insured may make every effort to save at the expense of the insured.

Police is always acknowledging the receipt of the premium.

but this is no evidence of part. It is not essential, the loss for the insurance. Is insured in order to pro-

duce the insurance in view of a loss, given saying that he insured as consideration.

If policy may be added to the policy; when it can be

shown that they must receive, according to the agree-

ment — I have never induced may be the agreement is to prove what the agreement was. If I decline
In the policy we contain several exceptions to the first of the insured which are called warrants that will now be considered.

Of Warranties.

The warranties of the insurer must all be literally and distinctly written on the policy is void.

The warranty is an agreement of the insurer, affirming on the face of the policy, qualifying & explaining it. They are in the essence nature of conditions precedent.

I must all be complied with before the sum can be subjected.

Sometimes they exist in affirmations or that the ship is useful, that she sail on a certain day if the like. So also they may be express or affirmative of something shall take place, as that the vessel shall sail under convoy, in that the ship be of such a size. In the warranty of any of any of these particularly stated from the warranty shall avoid the policy, this will not any

providing the insurers.

They are also warranties implied from the nature of the case, as that the ship is sea worthy & that one shall be navigated with skill & care, that the voyage is a long one that the usual track shall be followed.

Exclusive warranties as above laid down must be strictly complied with, or the policy is void entirely. If whatever the policy has not been satisfied voided after the warrant has commenced, the sum is void and
Law Merchant

As to the strict compliance & literal performance of the assurance, the following case is an example.
A ship was engaged to load from London on a certain day with 50 hogsheads of sugar, and 56, yet within 6 hours took on board the remaining 56 months after-
which the warranties of the insurance were discharged.

1 T.R. 359.

In unusual cases, the sure compliance with the war-
cants, was from the most substantial reason imagine-
able, on that where existing circumstances were insufficient to comply with it. See p. 696. 700.

A warranty is the assurance, and not the warranty contained in the policy to literally, complied with - if to substantially, so to speak, but if there be a material point well, and the policy, Act 735. 740.

1st. The warranty to sail on a certain day but was frustrated by an exchange, made by government, till the policy was declared void, if the same, as the government, generally, would, in the same manner, prevent, saving, on the like cases. 745. 746. 759. 766.

But a warranty may decline from the cause to obtain con-
voy. 601. 73.

By Warranties to load with convoy,

A warrant to load on a certain day is by government give the pro-
tection of trade, then a private armed ship is not a con-
voy. 349.

When is warrant to depart with convoy, she must sail to the place of discharge, if lost or taken while going to it.

Th. 543. 556. 1265.
LAN MERCHANT

By sailing with convoy is meant to sail a voyage just
for a part of it. The latter is

But sailing with convoy may not mean a convey to
the port to which the vessel is bound for, a convey may
have appointed the convey to sail only to a particular but
such 1, Bar. 57, 111, 2, 44, 81, 551.

It is not necessary that the convey be one for the

To constitute a sailing under convoy, the requisite
must have been sailed or if possible from the M. of the
convey, but if circumstances prevent or as such, the
convey may not convey the minor from the G. 1, Bar. 4, 163, 3, 128, 6, 61, 341.

The M. of the minor must court this element to keep with
the convey, but if it fails, it is done, as in lost sight of,
by being a distinct, the minor is not discharged
1, Bank. 216, 1, Shaw. 310, 4, Nod. 56.

OF WARRANTIES THAT THE PARTY IS ENTITLED.

When party is warranted neutral is sufficient that to rout the
warrant, the major is sufficient. 2, Bar. 387.

It has always been held in England, that a condemnation
by a foreign court is conclusive evidence that the party
was not neutral. 1, American 52, 8, 368, 7, 60, 81.

This principle has never been adopted in France, if home
over it would be received in this country in uncertain.
Laws Merchant

It has hitherto been supposed by some that merchant
the act conferring such power is not of exclusive jurisdic-
tion; it must be given before evidence of the fact. The
was established in Buck's that it must appear on the face of the
award, that the party was a good faith co-owner.

1803, parts 393, 394.

But any lately evidence has been admitted in this regard, to
show that the warranty was strictly complied with, if that
the subject was in fact neutral. 1 B.R. 268, 3 B.R. 523.

The former judgment is admitted in Buck on the ground that
the right is universal in all countries; Y, is not the per-
ticular law of any particular state. This decision has
been left customary and in accordance with the usages of
the English law.

The warranty is discharged at the instant the party appears
not to have been neutral.

As the ship is neutral, she is neutral, so there is an
implied warranty that the ship is neutral, she is no
act, which shall perfectly render that character even
so, that the warranty is discharged from all loss that
may arise after such act, the same act is Rev. 1419.
1 B.R. 327.

When a ship is trading to a particular country, it must
so, that she must comply, with all the usages and
regulations of that country; such a neutral character
will not amount to a perfection of neutrality, un-
such regulations is part of the law of the land.

Belgian law, the English

For these reasons have always maintained the
right of searching neutral vessels. 1 B.R. 523, 621.

But whether the Belgians were entitled with the right of
seizure, has been the matter of much speculation among
the learned of all nations.
Law Merchant

I mean, that the question whether a neutral is required to be visited
or searched by an enemy's armed vessels, is a question of neutral
neutrality, which has to be defined before the question whether
the Law of nations considers it as a question. Upon this point, all nations
never agreed; the strong always retaliated, the weak retaliated in it; the
considering it to be a fact, that the right of search knew
was denied by many neutrals, until the conclusion of
the armed neutrality in 1810, when it was claimed that
five ships were five guards. But the mind of a merchant
neutral, that is neutral, shall know,

not only by the existence of war. If such neutral vessels,

neutrality is impossible to discover

the state of the description is an absurd. B. H. B.

But now, the fifth section of nothing after obtaining
the subject, rendering it into plain to be known,

he shall be condemned by court. If he only stop him on
the highway no inquiry; no inquiry,

the armed neutrality of 1810 was accurate by some, not

was known to himself; the power of searching him has

in it; thus, she never has done except as it respects the

Dutch. Dr. Bulfinch would not join the confederacy,

but reprehended it in this. Spain & Portugal having taken

little interest in the defense of commerce, their name being

almost entirely extinguished, held aloof. The system of

defense adopted by the weaker nations was abandoned

for a time, but was again renewed; continued until the

confederacy was broken by the victory obtained before

Copenhagen, during the last war by B. Ebelin.

By the neutrals to which is the most peculiar of all

mercantile in an enemy's goods when found on board

a neutral, one neutral, but the carrier may never submit
to any inquiry—his freight being paid here. This prin-
ple was afterward recognized by the Dutch, in every
suspect except that the freight was by then fully paid.

Mallet mentions the propriety of the right of search. He declares that a neutral vessel it will be good where

But admitting the right of searching single vessels - the object of the doctrine required whether single
vessels or entire convoys can be searched? It is consid-
ered that if the negative of the question was established,
would be needed, to contest for the main knowledge,
as it would be entirely, counteracted; for if neutral
vessels could not be searched while under convoy, they might
trade at any place in any kind of goods.

The judge says, that all European treaties, for the last
century and a half, have referred to this principles in
existing right. I have, fully of opinion, that it is not only
justifiable, but upon principles of policy ought to be
enforced rigidly.

Another ground of justification is, seizing with
out proper documents, or acting in contravention of a
nay treaty, but the word of the - of these papers
is not conclusive evidence in such vessel, for they may
have been lost or taken away - the ammendments how-
ever is such case lie upon the owner of the vessel. If
in order to subject the insurer these must have been
an actual seizing with the papers, otherwise he will
be discharged. 7 T. & B. 15.

Petitions, frequently issue audivcences, have been
made of them in the form of decrees issuing, directly of
order to, in absolute violation of the 12. 24th of the
the 12 of nations - a new complying with such orders, involves
a forfeit of neutrality - No neutral to obey them
does not discharge the insurer. Such authorities however
must have their effect; for the mind must explain
the means of their existence as of any other fact. Park. 315
354352 E. 178.359.
Law Merchant

Of Representation.

When an insurance is obtained by representations made by the insured—(they consist in collateral information or
concerning the voyage)—I think are distinct from manu-
ner—For the latter must be contained in the policy, while
the former may be made or in writing. A misrep-
resentation consist as much in the concealment of truth
as in misrepresentations—far they have as much of
fact as misrepresentations—hence it is that one thing
which falls short of strict integrity as honesty, well
avoid the liability of warranty, is a condition precedent
must be fulfilled with—but a representation is not
a condition of liability. It is sufficient if substantially
true.

A representation may be innocently made, yet at the same
time false. Yet such an one will discharge the insurer.

If the policy is in the case varies at all as to, even tho the
co's is inconsistent with the facts misrepresentative.

Parl. 176.

Suppose that the insured, without fraud attempt, to
make a representation of which he has in fact actual
knowledge—but made it upon his belief only toward
initiate the policy—but if it should be declared to be the
belief of the insured, yet the circumstances should be staked
hently, the insurer would not be discharged. [1099]

The principle of the case above cited in Doug, is decided
by the judge—[He is a universal 8th that either true or
several instances, a false representation to any one of
them initiate the policy as to the whole, I should have the
same effect, if there is an engagement with the funds, that
he shall not be subjected in care of a loss. [1125]

A misrepresentation thus mistake, if true material will
avoid the policy. [1125] We refer.
Law Merchant

And of the misrepresentation ensuing from the fraud or negligence of the insured or his agent, the insurer is discharged: 1 Wils. 12.

The misrepresentation was held to be substantially true when the ship was represented to be of the power of 12 guns and 120 tons, where in fact she carried 10 guns and 65 tons, 32 men and 11 boys. For the power is here as great a question as in misrepresentation, had the tonnage however, varied within the policy two tons have vitiated it. Bantam

In an case of false representation will not avoid the policy if where the voyage pointed out is longer than known, two years, than the one performed. Flight in Eng. 21. Park. 158.

A concealment of a misrepresentation is material, by the same thing both as to the policy at issue, for the answer is now has here the same effect as the declaratory in. Act. 1453, Park 181. 1 B. 394.

It has been held that a well-grounded suspicion of a concealment is sufficient to avoid the policy, but that it would seem that the it must be fully armed of the concealment. Poth. 473. 397, Park 207.

Even if the fact concealed appears to the insurer as immaterial, if not disclosed on that account, yet if the jury think it sufficient grounds they may discharge the same. Wilk. 94. 209.

And doth it account as manifest, or a ship at sea much as such be disclosed by the insured, not giving actual information. 1 Wils. 170. Act. 1181.

It is also incumbent on the insurer to make all discoverous within his knowledge, as when a ship having been long at sea, if the information received of her was insured. 33 when the insurer knows at the same time that ship has actually insured. Bown 1901. 1 Bl. 393.

Fact of public notoriety such as every one is supposed
Law Merchant

Of Representations.

When an insurance is obtained representations are made by the insured, either in collateral information concerning the voyage, or in distinct promises; none of which, however, or any of them, must be contained in the policy, while the former may be by hand or in writing, the latter cannot amount to so much as a misrepresentation, but they are not sufficient, if substantially true.

A representation may be innocently made and at the same time false; yet such an one will discharge the insurer.

If the policy is in this case rendered void ab initio, even tho' the cog is incorrect, with the fact, misrepresentation.

Pock. 1163.

Suppose that the insured, without fraud, attempt to make a representation of which he has in fact no actual knowledge, but make it on the belief only, that it would initiate the policy, but if it should be declared to be the belief of the insured, if all the circumstances should be stated truly, the insurer would not be discharged. Pock. 1163.

The principle of the case above cited in Pock, is decided by the judge—Few. It is a universal rule, that when there are several underwriters, a false representation to any one of them initiates the policy as to the whole. If truth have the same effect, if there is an engagement with the first, that he shall not be subjected in case of a loss, having no fault, A misrepresentation thus made, if to material will void the policy, "As above."
The misrepresentation was held to be substantially true when the ship was represented to be of the size of 92 guns of 20 tons—when she in fact carried 10 guns of 24 inches, known with 11 boys for the former to have great effect. The insufficiency had this enormous unwarrantable result, that the policy would have initiated it. 

In an ease of false representation will not avoid the policy if the voyage point out is longer than was known than the one performed. Hitchman v. Dung 21. 1 Cl. 182.

A concealment of a misrepresentation amounted to precluding the same thing both avoiding the policy absolutely—see the expressio verbis has been the same effect as the declaration in. Lu 1743, Pack 184. 1 Bl. 392.

It has been said that a well-grounded suspicion of a concealment is sufficient to avoid the policy—but then it would seem that the it must be fully aware of the concealment. Pack. 373, 397. Pack. 202.

Even if the fact concealed appears to the insurer as immaterial, this must not be disclosed on that account, yet if the jury think it a sufficient ground they may discharge them. Hitchman v. Dung. Pack. 202.

All material accounts or maximum of a ship at sea under such be disclosed by the insurer. Vail v.군. I. N. 1906. 2 T. 171.

In also incumbent on the insurer to make all disclosures within his knowledge—or when a ship bearing her long at sea if the information received of her was given, when the insurer knew at the same time that she had actually arrived. Byn 1906. 1 Bl. 594.

Fact of public notoriety such as every one is supposed
to be acquainted with, and never be disclosed within

The private opinions, speculations of the crew, and he is not bound to make known.

 Civilians in time of war are never bound to give information respecting their voyage.

It has been questioned whether the previous state of the ship must not be made known - not certainly

as there is an implied warranty that she shall be a worthy, it would seem wholly unnecessary to give
such information. [Part 299, Bull. 1908, 1 Oct. 1909]
An implied warranty,

The assured in all cases implicitly warrant, 1st. That the ship shall be sea worthy,
2nd. That she shall not be charged unseaworthy by current or wind
3rd. That she shall be conducted & navigated according to
4th. That she shall be furnished to meet all the exigencies of the sea, by being furnished, manned & provided with
sea stores. For the want of any of these requisites, the insurer will be discharged, for his undertaking is only
as the sea cowmen forbid of the sea.

When the subject is not sea worthy within the innocence
nor ignorance of the insurer, will subject the insurer.


And when terms agreed between the insurer & insured, that
the ship was not seaworthy, still the latter was discharged. Marshall 96.

When a ship is lost by reason of such defect as have been
enumerated, the owner of the goods on board has his remedy
as the owner of the ship. For they are both as it respects
the insurer in the same first capacity; neither of them being
entitled to recovery on the policy.

When a ship enters an unknown harbour without a
pilot, when it is customary to take one, if the subject is
lost in consequence thereof, the old will be liable. 1, 2.

360.

When it is warranted by necessity the ship may be des-
troyed; but not otherwise. If the ship being wrecked the
salvage may be put on board another vessel. If ship to
sinking plant, for the benefit of the insurers, then ship
if the produce returned for them in another bottom. 1, 2.

611.

The navigation warrant as it is expressed herein according to
by which it is to be understood the 2 of sections 3d the
endurance of any particular quantity, so also the
navigation warrant according to location, for these are
The breach warranty includes various things—such as that there shall be no deviation from the usual course of voyage, killed by necessity, for a voluntary departure, without the policy but not at sea, for the voyage commences with the voyage. If the voyage be fairly begun, all before happening hence to the deviation.

By the law course as lien and is not current the chart but the usual course. Consequently to make the step at such parts of it as are necessary. 1. 67, 102, bank.

It has been concluded that if no injury results from the deviation the insurer ought not to be discharged, but there is no decision in support of this position. But on the contrary if no loss occurs after a useful deviation, the insurer must sustain it. Bever. 313. 315.

As for a case where the ship was seized from Dunkirk to Leith, being afterwards sold, the insurer was discharged.

So also when the ship was from Glasgow to Holland, with liberty to touch at Hull—but another place was selected at which business was usually done in the trade—but the it was the happening of loss held it to be a deviation and discharge the underwriters.

It is difficult to account for the decision, only upon the ground that the liberty of calling at Hull, was intended to enable the liberty of calling at any other port. If the decision at any rate preserves a principle of this kind.

When several sorts of discharge are named in the policy, the ship must proceed to that in the order in which they are named, for otherwise it will be a deviation. 6. 17. 521.
When liberty is given to touch at any ports they must be taken in their natural geographical order; for otherwise the voyage will be unlawful. C.T.P. 533.

The general time of allowance must be regulated by the course of trade. Marshall 394.

And indeed the whole burden of deviation seems to be not just in the law of necessity. Nothing but necessity will justify a willful deviation 1. Bot. N.P. 313. Beaus. 316.

liberty may be given by the venturers to cruise in any part of the world. B. 1259.

The necessity of deviation arises in most cases from change of weather. If, when a ship is forced to be in want of necessary supplies, a deviation for this purpose is justifiable. 2 T.R. 22. 1 Mab. 545. Bank. 301.

The going out of the direct course of the voyage for the purpose of obtaining convoy, if managed reasonably will not be considered a deviation. 2 T.alk 345. Comp. 601.

A ship may also deviate to escape an enemy or a storm. Absolute compulsion or constraint on the part will not excuse the venture for a deviation. 31265.

When a ship is thus driven from her course by any of the above causes, if the venture for the deviation so occasioned exists, the voyage must be pursued as voyage in the most expeditious manner of the most direct course with danger.
Law of Merchant

Off a Total Loss.

By this it is not meant in the sense of a total loss of the ship & cargo.

But when the voyage is frustrated or the value of what is saved is less in value than the freight, the loss is total. Then may be a total loss of the ship & rest of the cargo. But damages arising from the weather are loss it works a frustration of the voyage will not make the loss total.

If the ship is stranded & murder of the goods are not injurious & there is no other vessel to convey the cargo to the port of destination the loss will be total both as to ship & cargo, but in otherwise if there is an opportunity to transport the goods into port it Am. 1196, Park 62.

When a vessel is not heard of in a limited time it is usual evidence of a loss. If when the vessel is reported to be the ground of such loss, she is not obliged to pay merely the money in case of the ship's arrival. If she actually arrives the security will be enforced. If when the money is voluntarily paid it must be refunded. The ship is no security, provided there appears to have been a loss.

When two causes unite in the loss of a ship, the loss is to be attributed to the immediate cause, as where a vessel in charge by men of war is an enemy when taken by an enemy, it is a total loss. Park 412.

The loss will in this case be considered to arise from the capture 61 P. 346.

So when a cargo of slaves were stranded the loss was attributed to the want of provisions, not to the length of the voyage. So also when the ship was on the beach of the sea & the ship, while lying on the hurricane was taken by men who took the ship not to have been occasioned by the fear of the sea, discharged the men. 1 P. 454.
Sauce Merchant

The loss of a ship or furniture never extends to ordinary wear and decay, but to damage occasioned by extraordinary violence:

The destruction of the cargo occasioned by a inundation of the goods or other violence occurring within the policy.

If cattle upon the deck should die by tempest it changes the insuror, but if this disease or sickness be allowed or

While the damage occurs from running in any vessel at sea, it is within the policy for the insuror to abandon the goods

and the loss is upon the insurror of loss so occasioned by the misconduct of the master or master.

Loos by Capture

The word capture includes capture of all kinds, it being entirely irrespective whether by enemies or friends, for it never implies in it the idea of a legal capture, but by way of law, a total loss, if the vessel may abandon entirely.

Bern's 120. 1217.

If no vessel, the vessel is reacquired & restored, but if there is an abandonment, the loss is lost

pursuit. 3. 1217.

The vessel can't be any case unless there is a capture in complete to abandonment & the insurror is bound to pay all the expenses of capture. 1. 132. 1319.

Bern's 1217. 1213.

Rouen's 1217. 3. of valuations giving the amount of valuation in the answer, but we wish it now just to them in thing by thing.
Loos by Detention

The availing a neutral at sea because she has enemies nearby on board is a capture - not a detention under the R - for the object is to make a seizure. 2. Rm. 176.

But when she is availed for the commission of some unlawful act, it is a detention. The detention after a declaration of war is held to be a capture not a detention.

A detention by an embargo subjects the seamen.
A detention by profile means a detention by people in their political capacity, just as a war. 2. R. 488 6, 26 88
D. Rm. 640.
A capture after a declaration of hostilities is considered a detention only. 2. Rm. 541.

Loos by Barratry

Barratry is an injury sustained by the owner originating in the fraud & deceit of the M. An owner having a navigation & misconduct will never amount to barratry. Smuggling, running away, deviating from the course, wilfully or without cause, or committing any offence that will subject the ship to forfeiture or detention, is fraud & deceit, & consequently barratry.

The act of a skipper in the owner can never amount to
Law Merchant

liability to baring wares if he does the policy is void.

A donation annuity from ignorance that it avoids the policy, does amount to baring wares for there is no fraudulent intentation, 5 T.R. 506, 6 B.&C. 399.

But where the act is for the benefit of the owner to out baring wares, 11 T.R. 1265, 12 T.R. 944.

The mortgagee of a ship is always considered the owner of it—by the charter a ship stands in every respect in the place of the owner of it. May 557, eop. 138, 2 T.R. 381, 3 Duv 284.

Proszę, that the human who is described in the policy as C.T. who was traded, & who acts as such, conveyed the ship out of the country or committed any other act of baring wares for fraudulent purposes of his own is sufficient to entitle the plaint to recover without showing negligence that he was not the owner or that any other person was. 1 T.R. 33.

If the ship is rinsed by the terms of the policy in any lawful trade & the baring wares of the C.T. are mentioned as one of the risks to be known by the insurers, the underwriters will be liable for a loss by the baring wares of the ship in smuggling—& the stipulation respecting the employment of the ship in a lawful trade, must be applied to the trade in which the owner is employed. 1 Duv 127.

The insurors is not liable for a loss happening after the loss is at an end, from an act of baring wares committed by the Wm. during the voyage. 1 T.R. 282.
Law Merchant

Loss by increased contribution.

All losses that are sustained by an individual for the general safety of the ship, must be shared by all who are benefited thereby, who are the owners of the ship, the freights, of those who have goods on board — the vessels free from average which are imputed unto the policy mean free from any partial loss, but not free from any general loss — for then the insures is liable.

And this loss, for the general safety of the ship-cargo, is always incurred by more than those who contribute for the general good may recover from the insurers. 126 663.

The goods are fully thrown on board for the preservation of the vessel is called plumb. Beav. 148.

Most cable anchors to when Loseyed for the general safety of the ship, are entitled to contribution. So also a sum of money paid on warrants to a private is on the same footing.

But the the owners of goods, thus thrown on board may recover, therefore, it must have been done with the direction & approbation of the ship, this point is conclusive.

When a ship is plundered by a pirate, for part of her cargo, there will be no contribution for this is not for the ship's safety.

And the case is the same when the loss is from particular goods, arising from damage by tempest. As therefore seems to be that where a loss is sustained for the general safety of the ship, as if the loss contributed to the saving of the remainder, it must be a contribution. 12 Moen. 292.

Then shall be no average when goods are thrown without any effect if the goods are lost. 12 Cast 292.

A ship in order to last a year unloads a part of her
Law Merchant

cargo, if placed on board a lighter. If they are lost in such case there must be a contribution for the loss of the general freight but on the other hand if the lighter itself is lost or the lighter is ruined there shall be no contribution for the goods which were placed on board the lighter, had been on board the ship, they would not have contributed to her safety.

As an unanswerable question whether the expenses of wages of the crew, during the detention, &c. of a ship, must be considered as a general loss. It rather thinks there are
Beaver. 150. 2. CR. 401, 1. East 220.

Then damages arising from the wants of the ship or injuries to the rigging are not a general loss! East 220.

As to those that all hands for merchandise of the same horse of obtaining merchandise, or cast &c. &c. &c. &c. shall contribute according to their respective value for a general loss. Marshall 365.

But more he ingenue who are suffered of any freight or warrant, as jewels, are not bound to contribute. If the same were to be supposed that meaning a parcel of pocket money were to be excluded

When it has been necessary to throw away goods if the ship has been thereby saved or her arrival in port, the owners of the vessel make oath before a notary public of the loss, the reason of it &c. the articles in number as the nature of the thing will amount of the average in their writing the old officers who determine the amount that each shall contribute - they have a lien on the party, until the owner has discharged the sum of injury. Marshall 366.

If the goods are taken away & no average is made, the particular sufferers may bring their action as each one who is liable to contribute.
Law Merchant

If the surners are injured, they may sue such cargo to the
surner for the loss. A surner can sue the surner after he
has paid the himself in the place of the surner. Someone
of those who are liable to contribute?
A still it is so may be filed in body in favour of the suf-
feror, to recover from those who are bound to contribu-
tion.

420. The duty that is lost is valued for the purpose of ma-
kery or carriage, it must be first at its value at its des-

dining port, and at its original cost.

In order to ascertain the proportion which each is bound
to pay, it is customary to value the ship & cargo at the
point of delivery, if the duty of each one that is subject to
contribution will bear the same proportion to the sum
he is to pay, as the value of the ship & cargo due to the
whole lost. Had 304.

Loss by Expense of Salvage.

This word salvage in its general acceptation signifies any
which is saved. But it here signifies the expense of saving
the duty
the only person from whom a vessel is entitled to a recover-
able reward. Until this is paid him he has a lien upon
the goods.

This however is in England in most other countries regu-
larly by stat.

Of Abandonment.

The owner under certain circumstances has a right to
abandon his claim to the duty imposed to the winders; this
operates as a complete extinguish of the duty. If the surners
sue as for a total loss, thus this against short as smooth
which is saved.
Law Merchant

When the vessel is captured, the insurer may abandon her during the time of capture, the loss is demandable as total.

After that, an abandonment the insurer will hold the ship in a capture.

If there is a recapture before abandonment, the loss is partial. Yet if the voyage is frustrated by the capture, and the salvage is less than the freight, the loss will be total even if the information of the capture or recapture arrives at the same time. If the loss is partial, if the ship is ransomable, *Bun. 636*, 1192, *1082*, 224.

After an abandonment is once made, neither the insurer nor insured can set it aside. *Bun. 626*.

The same is true in case of arrest, detentions by kings, princes & people. For the insurer may abandon at any time during the existence of the detention. *14th 315*, *Bun. 634*, 1192.

And in all cases where the voyage is defeated by frustration, his interruption by what means the insurer is entitled to the right of abandoning.

If a ship on her voyage is disabled or obliged to put into port, it is then sold with her cargo being unable to proceed further, the loss is total. *Hill. 374*, 1122.

As to what amounts to a frustration of the voyage, anything which will in legal acceptation work a total loss will come within the B. *Hill. 379*, 1124 which in most cases defeats the voyage in a total loss.

If the cargo is saved, then is there a thing which is ready to have end with it, to its original place of destination. The goods may be put on board how the ship will continue on them. In this case the loss is total as to the ship, & but partial as to the cargo. *1 C. 183*, *Bun. 116*.

There is no established rule to determine when the salvage amount to more than the freight but when it does actually fall short of the freight, the loss is total without an abandon-
The time within which an abandonment may be made is fixed in some countries according to the length but by the l. B. off the insured on receiving intelligence of such a loss or entitle him to abandon, must make his election in the first instance. If the abandonment is determined upon notice must be given of it in the first instance to the underwriter, within a reasonable time—otherwise the right is waived. If a recovery can be had only for a partial loss, 1 Ch. 60 B. 80, 360. 2 B. 207. 209. 570. Park, 192.

An abandonment cannot be declared unless once made; yet the insured are never bound to abandon. 1 B. 270. 2 B. 100.

There is no particular form in which notice of abandonment is to be given—it may be either by hand or in writing, provided it is explicit. It is sufficient if given to the underwriter’s agent. Park, 192.

An abandonment cannot be inferred from acquiescence. 1 S. 12.

An abandonment cannot be of a fact when the whole is comprehended in one policy. Yet if the fact upon the policy is in separate policies or otherwise, the whole may be abandoned distinctly valued in the same policy.

An abandonment must be absolute, not depending on any certainty—for it operates as a transfer of title to the insurer. H. 118.

When there are several insurers if an abandonment is made to them they all hold as tenants in common without any priority.

In some countries an abandonment of the ship is an abandonment of the freight also. But in being the ship is otherwisa. If this opinion, to be the B. B. E. M.

The insured in some cases does not abandon all his in trust in the ship—for the whole value of it may not
be incurred, & where the cargo is valued at 4000 l. by the charter-party, and in the event of the vessel being abandoned, the loss is to be assessed upon the vessel alone, the amount of which is varied by the terms of the charter-party, as tenant in common with the owner.

When a part of the cargo is insured, & the remainder is covered by a bottomry bond, the abandonment in mind, or the happening of a loss, the lessor is entitled by the t. l. d. t. to the whole only of the part insured, as tenant in common with the insurer. But when the lessor is entitled to the whole loan, provided he is in sufficient duty and to satisfy it, before the usual seven days, any cargo that is abandoned, as an abandonment, is to be valued, at 1000 l. of each separately, worth 500 l. each 3000 l. upon the ship B. 3000 l. upon the cargo 6 8000 l. upon the ship 8 cargo, after which abandonment 1000 l. only is warranted. In this case the lessor is entitled to 30,000 l. A to the same & 6 to the same when the ship 8 cargo to 150 l. each & the remainder of the 1000 l. 1000 l. of the ship 8 cargo being uncertain.

It has been said that if a ship is abandoned, & the cargo is insured, such abandonment is warranted. This however is true in such cases only as when the abandonment is made, upon good grounds of the lessor, or made upon good grounds of the absolute right or binding.

A ship was carried from A to B, & in her passage she lost 500 l. of the cargo, the lessor having made no claim. The owner had no claim, & the lessor was entitled to the 1000 l. before 1896. Given this case, it may be inferred, that no subsequent event can render a loss partial, which was originally total. But it is always bound to exert himself in case of a loss.
Law of Insurance

A merchant

To the insured party, the party as agent to the insured before the abandonment of the vessel, as agent to the insurer.

The ship has also an implied power in case of necessity to procure another ship, to transport the goods to the place of destination

Ships. Aug. 1. 1711.

So also he may sell the ship because of necessity requires it. But the proceeds in other goods, if sold thereby another ship, they will be deemed to be the old policy.

The mariners can also recover an obligation to exert themselves to save the goods. If they do not, they are not entitled to their wages. Off then the case is the judge.

Adjustment of Losses.

When the loss is total, the insurer one to pay the whole if the policy is valued. If the loss is partial, the entire value must be paid. But when the loss is partial, the amount of it must be paid.

The ship in such cases is to estimate the loss incurred at the prime cost, and not what it would have been sold for.

Burr. 1771.

The goods are valued in their damaged state, the sum in excess, to be deducted from the prime cost of the whole, which gives the

loss sustained.

The loss upon any open policy is total, the premium paid at foreign ports, as well as the value of the ship when she sailed, all subsequent expenses in unloading during the voyage, are added to the prime cost paid by the insurer.

As the nature of an alias, that the goods, uninsured, shall come safe to the port of delivery. If they do not, the insurer shall indemnify the insured, to the amount of the prime cost or
Law Merchant

value in the policy. 1 Dun 1832, Marshall 541.

If they arrive but lie upon, in value by damages occured at sea, the nature of the indemnity speaks demonstration that it must be putting the amount in the same condition (relation being had to the prime cost or value in the policy) in which he would have been found, the goods, the amount free from damage - that is by paying such proportion or aliquot part of the diminution in value occasioned by the damage.

When an adjustment is made to enable for the indemnity to signify it. Beavre 9:10, Bank 118.

Return of the Premium.

The loss, it respects, the return of the premium has been very perplexing and confused.

As settles as a Q. 2 that where no wine has been on the part of the insurer, there shall be a return of the premium.

As also 9 that where the case is as initially void, the premium must be returned - this is however not so generally true as the former.

When anchor is effected, where goods, which the insurer supposed to have been put on board a certain ship, which anchor arrived off as not to have been the case, the premium must be returned, if part of the goods now put on board, the strict Q. of such goods, a proportionable part of the premium must be returned.

According to Black if one employs another to do same it-
Law Merchant

legal act, for which the latter is paid, the former may recover it back if the act is not done. So if there has been a premium given upon an illegal act, it may be recovered back if the insurer has not been misused. But this is not at present the case. If there becomes the provision annulled 9 T. R. 166.

When an Ins is made without interest of the premium paid, it shall not be recovered back by the insured when the ship has arrived safe. A demand of action for money had & received, will not lie to recover the premium of a misfortune which is void 9 T. R. 166.

There is one set of cases in which the premium is not to be recovered when the insured has no interest. As when a capture is made if the prize is insurrectionary solely point, but an actual seizure to be no prize is acquitted 3 T. R. 499.

This is the only case where a premium cannot be recovered when no loss has been seen if no fraud practiced. 1 East 76.

The Ins was effected from A to B by the goods were not in fact on board by the insured—there no injuries happening there the premium was recovered Bn. 1709.

The principle there is this—If the Ins is at initio void without fault on either side the premium is to be returned—except in the case of a capture of a vessel in war of the prize the Ins is void at initio then the fault or cause of the prize, the premium need not be refunded.

When the policy is vacated there a new contract with the warranty of there has been no fraud practiced. If no misues occur, the premium must be returned—and the Ins was personally otherwise, if there has been any fraud. If no misuse occur, the premium must be returned. 2 Barn 206


The premium must always be returned when the voyage is given up.
Said Merchant.

The premium is that which the insurer has agreed to receive. If there is no insurable interest as found in practice, the premium is to be returned. If however the policy of the insurer covers the illegal or fraudulent conduct of the insured, the premium shall return the premium if the above mentioned is of policy. *GR 135.*

In negligently true that there cannot be an appointment of the premium, but to this by *B.* there are exceptions. *C.S.P. 172.* *Bar. 1937.* *Mar. 868.* *760. 968. barr. 666.*

Get all sums as appointment seem to ree to, or the usage of the particular trade, & that according to the 6th. Act. after the insurer has once commenced there can be no appointment, but if there are two distinct voyages an appointment can then be made. Then return a sheet men signed to sail from Hull to Bilboa warrant is to sail from Bilboa, with convoy, the voyage from Hull to Portland, where the convoy meet. If the one from Hull to Bilboa may be considered distinct, If in case of a loss between the two strict places, an appointment of premium can be demanded. *Burnand.

As sometimes stipulated in the policy, that upon the happening of a certain event, the premium shall be returned. 10 *B. L. B.*

1 *Bar. 16 R.*

As if that if the insured puts an end to the insurer by his own act, the insurer may make a part of the premium for the trouble. The risk B. starts a 70 per cent, but says this itself will not be allowed, if the loss was on an illegal trade, but if by the same jurisdiction over this branch of *B. L.* & the action is always of contract. 10 *B. L.* 587. *Deb. 37.*

2 *Pr. Re. 525.*

Most of the disputes that arise where the subject are settled by *B. L.* If favor this there keeps genuine due to having a claim, ordering that all disputes between the parties if any should arise, to be settled by arbitration but to now determined that each a claim that must act as justice of their
Law Merchant.

Jurisdiction having consequently that it is perfectly nugatory, if however the dispute is submitted for an award in another jurisdiction. [Note 1052. 1 Mo. 129.]

Bailment & Respondentia Bonds.

These are introduced for the purpose of enabling those who have only insufficient to send a ship out on a voyage to borrow a sum adequate to the purpose. A security for the enjoyment of it, the debt on bottom of the ship working to the lender. In which case we understand that if the vessel is lost, the lender the money he advanced, but if the vessel is salvaged, he is entitled to receive the proceeds together with the principal or interest agreed on the interest. A court of this kind not being parens patriae & as a parent, does not encourage commerce. The ship & tackle when bought become an pledge to the lender as well as the owner of the vessel. The bottom of the ship which is pledged as security, gives the instrument the nature of a Bait bond. [Note 128.]

A Bait differs from a that bond in as much as the bond in the former case, upon the goods are merchandised, not when the vessel is the bottom. Then as the government essentially be changed as sold in the course of the voyage, the person of the bonomier only is liable to the lender. Where he is not to take up money a Bait, for which himself only is responsible.
Saw Merchant

When money is lost when Bob & no recovery is now the way of things. Given up, the lender is entitled to his principal & lawful interest only. Nov. 68.

The care of a principal lost, the unreasonable can't rebrand from any part of the whole land provided the ship lands in some port. Nov. 68.

The lender when a ship's bond has to live when all the salvage, after a total loss of the ship.

From the time of the arrival of the ship after which money is lost at Bat to the time when the money is paid the interest is legal only. Nov. 68.

The M. of the ship has an option to pay to take up money in case of necessity, to pledge the ship for its safety. Nov. 68.

Indeed this is now the only way to which Bob lands can fail.

Nov. 68.

Money can never be bonded on Bat to an injury.

Nov. 68.

When a ship is lost thro the negligence or fault of the owner or his agent, as by being sent to sea when she is not sea worthy, So the lender on Bat is still entitled to 

Nov. 68.

A man can never the bond may in some cases be libeared as by a general survivor lost in Dry, the debtor noted as of March 68. Book 53.

But bonds may be frequently are insured but they must be shown in the policy so they are insurad under the general term good & useful.

Nov. 68.

A man bond is now affected by a partial loss of the goods.
Law Merchant
Contract by charter-party.

A contract of this kind is not intended to be created or in writing, commonly between all of the owners of a ship. By the contract, the ship is to deliver such cargo as is on board the ship at the port of discharge in good condition. If it is sometimes to be consigned there to be

name in profit. Sometimes, by a stipulation made for the outward, if further stipulation made for the homeward voyage. Known if the ship is lost while in the performance of the first voyage, no freight is to be recovered, but if it is lost, by performing the latter the same only is to be demanded. 1 Stat. 196.

When the freight is not to be paid till the ship returns. If she is lost in the homeward voyage, the freight is not liable at all.

As a rule of the law that the freight is always due when there exists no causal to the contrary, at the port of delivery—hence the M. for his security has the warrant issues where the port, until he is paid. The right known in common law.

When the freight is not due. If the ship is lost on the voyage it must be extinguished.

As a rule that if there is any default on the part of the M. he loses his freight. 2 Dun. 335.

As if the returns from the port of delivery, without warning of his being—by reason, the freight is not obtained by reason of the negligence of the shipping agent, she will be entitled to his freight for both voyages. If a freighted ship becomes accidentally disabled in its voyage, the fault of the ship, he may claim the right if it can be done without a reasonable delay, and he must not refer to recover the goods to the port of delivery. If the same the ship is disabled and goes to the ship of another, the freight belongs to the ship of the whole freight for the full voyage.
The master has the power of abandonment. In total destruction of the goods, will give his word paying the freight. If a Bill of Lading is not received, the freight.

But when the master partial to the voyage or partial to the goods, may abandon the ship, then the negligence or default of the master. 1251. Antelo Thin Line 85. 315.

Accidents are frequently added to these two parties, they will hence be noticed, drawn by a cl of 1254. 28th 353.

When a ship is employed it must be the consent of a majority of the owners, that is a majority of the interest. Those who assist to the voyage are not to be defined of their profits which may ensue from want employment. 24th 24. showroom 39.

But if the captain, as well as the owners, may for the putting out of the goods, the above, by appropriate act of indemnity, governing board, binding themselves to pay the value of the ship to the detriment, in case she is lost, may define them of them share of the earnings, 24th 29.

If the M. rig precaution, for the ship, the average, are liable therefore, the master himself may be personally liable to the seller. 24th 40. 4th 51. showroom 39.

Manners

As a regulation of all countries that when a man making an open debate, which is a monstrous disturbance. He is liable to lose half his wages, all the goods that he may have on board, if may set an example at the discretion of the M. To consent to have the ship from his company a crime punishable with death.

The maximous on arriving at the port of delivery must stay on board till the ship is discharged. If in the absence they may be made to act as position, but for the
they must be specially paid. If they refuse, to do this, or
leave the ship, they are not entitled to their wages.

Seamen are entitled by the law to their wages, an arri-
voring at the port of delivery; every agreement to the con-
trary is not binding. So the U. S. Seamen must an agree-
ment can be enforced by stat. 2, 1st, 1828.

When the ship is lost the wages of the seaman are also
lost—so they may be deprived of their wages when they
don't exert themselves to save the ship & good in time
of danger. I Rey. 139. Am. 1848.
The mode of proceedings on the death of one of joint
ent as to the claim in favour of one the company,
In all cases of joint tenancy, except the one minor con
sideration, the party jointly held on the death of one of
the joint tenants, devolves to the survivor. But where
one of the joint holders dies, his interest in the joint
estate goes to his estate. But the right of extinguish-
the debt, due to the company, belongs solely to the survivor

1 no suit is to be brought by the estate for damages by
the joint holder the suit must proceed solely. Every
other right but that of seisin is in the estate. If the
survivor is a bankrupt, the estate may then be sued
for a debt due from the company, but in such case it
must appear before the record, that he was a bankrupt
unable to pay the same. 2 Oct. 26.
Stopping Goods in Transit.

There are certain cases in which goods may be consigned among others which are unknown to the consignor. These cases are called stopping goods in transit. Thus if a consignor consigns goods to another, and before they are delivered discovers the buyer to be in failing circumstances, here he may stop the goods, unless the obligation to receive the same is a condition. In such a case he can sell at his peril.

Said, 10th 621, 9th 420.
Ess. 2922, contra 702 693.

D. T. 31
Nevius.
Injuries to Things Real.

Under the general title, we treat of 3 kinds of injuries viz. trespass, covenant, and waste. As to the other 1 kind, subtraction, distraction, &c., and the other 1, nuisance, we treat of them under the title of actions on the case, suit for reparation which may be quiet to exist on the country.

1. Trespass to things real. I shall not treat of it in the full extent of the word trespass, but apply as meaning the entering on a man's land without leave, without any lawful authority, doing some damage to the same. 3 Bl. 209.

Every unwarrantable entry on another's land is an injury. If the injury is called trespassing, he does not acquire the wind damage as alighting upon the land. He will recover only the damage, unless in certain cases when the ground is subject to current. Again, a man who holds land in severalty has a right to the use of the land, so that the wrong person lawfully has part of the land while the continuance out of this is an infringement of the common right; and consequently are injuries. 2 Bl. 205, 3 Bl. 89, 2 Bl. 380.

Case 14, 1, 4.

I have on every unwarrantable entry on another's land was an injury. It is necessary that the entry should be unlawful, for many times it happens to enter without, because of the owner's or the case. You will not see it as to one's laws. So also if the tenant is bound to pay the rent, he can't evade it, and to make a tenant have a right to do so is this grows out of the contract of the landlord. So abatement lawful to enter to make a right, where there is a right, must, for this reason of the nature of a legal source. A wrong has a right to enter on the land, the particular tenant to do if rent has been committed, pone on the location.
in a case you made to meet how a right to me if any has been committed. So again any person has a right to a common than to get unpunishment. 2. Pl. 23.

8. Pl. 146. 1. Pl. 2. 980.

Again if a man has left the way, encroaching the tree, among others the case to take the tree the 10. 60. 46.

So also the may justify an entry on the land of another, to destroy any unnecessary beasts after this is done the public good. 5. Bac. 180. 2. Pl. 62. 1. Pl. 333. Chung 311.

There are cases on this rule, but I think the weight of action in favour of it. case too. 2. Pl. 62. Bell. 58.

It seems to be the case that in hunting unnecessary how you could dig the ground to destroy them, you in the may as the case might be, you might understand advantage to the right does not extend to animals not unnecessary Bac. 180. 2. Bac. 61.

In so that if a man you destroy land he may pursue him into the land of the public, this former in the act of doing it for public utility is him out of the question. 2. Bac. 180. 2. Bac. 800.

Again it has been said, that the peace in any town have a right to enter on his neighbor's land for the purposes of killing after hunting. But this has been settled to the contrary lately in the case of town. Other in Eng. 1. 47. Pl. 81.


In regard to all cases in which the damage a canoe to enter any adjacent unlawful use of such city makes it party a trespasser by relation as such.

- for this to the case, being the remainder intending to do the same bringing act as the reason of it in this is not the true reason, for it might not make him a trespasser in case of actual trespass made him by the canoe. 2. Pl. 23.


Substantially a trespasser after entering on the ground should be the means to be a trespasser by relating otherwise against base poe's distinction should kill any thing in this decided.
But in general a breach of trespass, or neglect to make a trespasser by omission for the fault attends on possession. Possession will not make an ah tresspasser it must be misconduct. I take it this phrase to mean more or less care, viz., that the wrong which would make a trespasser by omission, must be such an act as would have more been a trespasser independent of any licence given; therefore nothing short of misconduct will make him a trespasser ab initio. So if a landlord refuses to pay for his improvement, he might neglect the act of a trespasser by omission. 5. Co. 156. 2. Bl. 29. 2. Bac. 1261. Again we have a description of such neglect, to return them back, an act of mischief before the goods are insufficient, now this would not be a trespass by omission if it should then it would. 5. Bac. 128.

But his action is an exception to the last rule when an officer was made an arrest on a memorial charges to return the stubs in this case he is not to be a trespasser by omission. The reason given is that if it is not a breach of the peace it becomes intangible. I can't be admitted as evidence to justify the wrong. 5. Bac. 152. 2. Bald. 409.

and it is plain the officer is not a trespasser by omission.

But the true manner of a concern acting any subsequent in temporary use of another in which the L gives a licence not to a trespasser by omission, but when one acts under the licence of L, for the trespass of communicating what the L allows him to do, that the neglect of this act would make him a trespasser by omission. For example the last act, he can't come in action under the injury of L for the L supports him to have done these last acts. But are the other incidents making an injury on the land of another by permission of the owner, any subsequent acts of the licence don't make him a trespasser of initio. 5. Bald. 163. 6. Co. 156.
what is the difference in case of trespass in case by

parties, or to making any subsequent defence of it a breach

at initio. In reason is, when the person or man be-

come to exercise the rights of another, it will always

injure the rights of the latter. But when trespass is gen-

erally extended, it is mercantile. Still then, are certain

instances of certain transactions in which the rule will be

al. 3 Bl. 124. 1 Bc. 156. 65.

The rule is not true when the act complained of is a

part of fact, the act committed by the defendant is in

so far as the act complained of is committed by the

defendant, the defendant does not require the con-

sent. Here is no need for evidence in this case.

in cases where the defendant is liable for the

damages, the damage is to the person, but this is not the

goal of the act. 1 Bc. 326. 1 Bc. 156. 1 Bc. 326. 65.

So equally true that any mistake or accident and inev-

itable will not occur in case of trespass. So if a man

should break open another house, suffering it to his

own gain, now he would be liable as he had not be-

manner. 9 Bc. 327. 1 Bc. 156. 1 Bc. 326. 65.

It may be asked then when the rule does apply? It applies

only in those cases, when the act complained of is connec-

ted with the act itself. So whenever man or his

dog an another man's cattle. If he chased them after they

had got on the land of the owner of the cattle. Now the

owner of the dog he could have had broken them in

further than his own lot. If there you are not to

be. Now the only enquiry is, was the act voluntary

if it was he is liable if not, he is not liable for the

half so that it is only to show whether the act was in

act. 4 Bc. 202. 2 Bc. 161. 1 Bc. 156. 1 Bc. 326. 65.
There is always some human in the mind of every act on whose
action taken, the action committed in a foreign country. The reason is, the locality of the subject
makes the action a local one. Born. 20, 82. 2. 28. 73.

Now if A should commit a battery on B in N.Y., they
should afterwards meet in bane. B could sue A. But if
A has committed a trespass on lands of B near N.Y.,
they should afterwards meet in bane. B could not knowingly
bring them to the battery says A.

A trespass on lands is called "quasi domus injuria," of
this reason the nature of the subject in which the suit
is. If the trespass is an in a house he called, "quasi domus
injuria." J. W. B. 87. born. 5 bce. A. 1. 36. 84. 2.

Who can maintain this action? In this point, the gen-
eral rule is, that no person except he who has the actual
harm at the time of the injury can maintain it.

In consequence of removing from court, therefore, when the
harm was or is not the main. The reason is, that a
remedy is to bring the action in bane only when harm has been
harm or lost. 3, 226. 284. 2. Bus. 284. 4. 1845.

The removement of the idea the action of trespass is founded
on harm or the action is to give damages for the injury to
the house. A harm it affords that a brave right to redress
will be a ground of action if there is no one in actual hand.

A defendant cannot maintain an action per person out of harm
claiming wrongly to one in harm. 3, 226. 284. 2. Bus. 284. 4. 1845.

To the books that the house of the defendant must be lawful. It that an instance, every in innocent. If the rule see A. 166. 4. 1844. 2. Do. 146.

Now the rule is true only between the defendant, if it ought
to have been, "that the house of the defendant is lawful and
be lawful." For it must not be, as to any person.
To follow from what has been do that the person in whom the
feud is, can maintain an action for an injury done to
the person to whom the feud is, to the beneficiarius, in the beneficium patris,
that is, the injury is done to the person to whom
he is to the beneficiarius, as if he were the Pater. 2. Roll. 354.

There is an exception to this rule in the case of a landlord
at will, which will be considered hereafter.

In pursuance of the rule laid down in the case of a landlord
in the English 2. that an heir can maintain this action
after the death of an ancestor, till he has acquired actual
freedom by entering Reg. 1st. 2. Roll. 353. cap. 1d. 401. 5. 5. Bae. 166.
But in the case of a landlord at will, this rule does not hold, for he can do him no
injury.

Again, a person injured by the person to whom the
feud is, from injuring him, can maintain an action for injuries done to him between the time of injury
and entering. Dam. 1st. 1st. B. 9. cap. 1d. 412. 5. Bae. 166.
But in the case of the person injured entering, between
the time of the injury to the person injured, he can maintain an action, for the same is the same in the
stock, but it comes from the necessity of the case. 2. Roll. 351.

But if the defendant has maintained his action in the
defendant for all injuries done by him during his period of his
original unlawful entering, for after entering he is considered
by fiction of law, as having been out of the stock. 11. 1. 3d. 1. 1. Bae. 93.
2. Roll. 354.

But a tenant's heir, can, after the tenant, maintain an action for
a stranger for injuries done between the time of entering
for the benefit of the tenant, takes only, between him and the
defendant. For he is a tenant, by fiction for 2 months a tenant,
not an own suit, here to itself, again, he can maintain
an action in the true he man committed when B was in stock
11. 3d. 1d. 6. 1. Roll. 350. 1. Roll. 1. 3d. 9. 1. 47. 47. 47. 47. 47. 47. 47. 47.
2. Roll. 354.

This rule or these an action form, as it seems to be entitled
The defendant can maintain an action in 2 longs untimed
he and given him a night of action. But the rule that
the person injured cannot maintain an action on a stranger.
Thus, the tenant may arrest a tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant.

4. A tenant may arrest a tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant.

Lecture No. 1

I have said that a tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant.

But a tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant.

But a tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant.

I find it thus written: a tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant. A tenant farming a farmhold tenement for any injury to the tenant.


Trespass.

action of trespass in any case who acts thereon an injury than during the term for he recovers the particular the
of property on which the trespass occurred. B. 467.

If a horse at will commits voluntary mischief, the horse may
have an action of trespass against him, and the action
begins the estate restored to the person causing the mischief by
writing the wrong. It is reversed if it is not by
voluntary mischief, for no one may make a determinate
estate. 3 R. 76, 565. 4. 3. 790.

So also a person entitled to sustain an injury may have
an action for an injury done to it, for its own use in
this case that he has the interest of owner. 9, 22. 10.
B. 82. 4, 551. 2, 521. 5, 412. 2, 541. 4, 768. 2, 750.

I know no title of man in common to maintain an
action of trespass, but this is only necessary at the time of
injury committed, for it was committed when the horse
was in the same state. 2, 541. 5, 569. 1, 649. 5, 187.

The owner of the soil on an highway may have an act
of trespass against a person for an injury done to it, which
remains an highway, and the right of soil is not qui
of whom the highway is owned. 5, 186. 4, 1004.

This horse has been a contentious horse, and who shall
maintain this action, when it is chargeable to the horse
itself? it is a saving of some old horse, and the
injury must bring the action alone. for try it that is
not in fault. Still it was unwary that they might join in the
action for the injury done to the horse. 4, 402. 4, 404. 4, 406.

In the latter part of the action of trespass, it is
injuring another person, injuring himself, that it is not to
join with him to be sued. It is considered as owner of the
wards, which are trespassing. It is by to gain a fast
to a very much for one of the land. 4, 768.


The land owner 4, 404. 4, 406. 4, 404. In the last division
of the case, as the horse runs into the arbour, till they
are satisfied. In the first, they cannot together
when a trespass is committed on the land of a man who
For what inquiries will the action lie? To an establishment at k. L. that every owner is answerable, not only for his
keeping down his own but for inquiries down his cattle. The owner of cattle if they stray upon another's
land, is liable in action of trespass. Now this is found in this case, the owner of the cattle should have any
knowledge notice that they are straying. He is liable for
owners, some by them whether he knew them originally or
not, occur as to dogs as some other animals. The action
when cattle commit the inquiry is quantum when
a dog commits the inquiry too at the case. 3. Per. 3. 11.
5. Bac. 179.

But, if mead cattle enter on the lands of another for
the want of good fences, which the latter is bound to keep, the action will not lie, nor is his fault if any
damage is done. 5. Bac. 181. 2 Rev. 568.

Here is case, when the cattle thus enter the farm in
judge his election of a remedy, he may either
tinere an information the cattle on he may hearing an
action of quasi done, of necessity in of the entries on the other, 9. Rev. 3. 11. Exh. 5. 87. 879. Bac. 179. 87e. 448.
5. Ad. 689.

This action also lies in an agist as a human who has
meat cattle for another, for an injury done to cattle which he
passage, from it might be brought, within in that
gives on the owners of the cattle. 5. Bac. 189. 2 Rev. 546.
Exh. 8. 877.
Suetonius

The marble bust, now known as the "Tiburtin," was discovered in Rome at the same time. It is entitled to be the satisfaction of the tombstone.

Pall. 223. 19, 20. 669. Est. 3. 887.

But the cuneus of junctura is always liable for injuries done by his party to the property of another. Thus a tree standing on the lands of B, done an injury to A's land, it is not liable for the injury. The same rule holds for the tree away from the land of B. If tree on B's land on A's property, A is liable. The same rule holds if the tree is away from the land of B. If tree on A's property, A is liable. These rules must be considered. If the tree is away from the land of B, A has no right to take the tree away. 9. Bac. 178.

1. B. B. A. 29. 15. 799.

And if 30 ft. of its height be cut away, 30 ft. of its height be cut away, and it be an action of trespass, but in law, it must be taken for granted that this happened in consequence of the owner's negligence. 2. H. B. 29.

If A's house has been taken X ft. in B's land, A may take it without being in trespass, but not 20 ft. of the house, it being himself. 2. Boll. 6. 50. 1. Bac. 178.

At the front of a tree falls on B's land, he may go gather it without being liable for trespass.

Lact. 120. 5. Bac. 178.

And if the ward of A's land extends into B's, then they are tenants in common as to the front of tree. 1. Boll. 6. 58.

P. 223. 19, 20. 669. Est. 3. 887.

It is a rule, I think, that must be a rule in judging going onto A's land, he may go over A's land by multiplication in this way.

Lact. 120. 5. Bac. 178.

Lect. No.

It has long been held that the entry of 1 person on the land of another, adjoining a river, for the purpose of landing boats or other water craft, was not trespass, but in
FRESHFORD

[Handwritten text]

The entrance of 1 into another's house, the owner may lawfully take the goods of the house into his house, the owner of the goods may lawfully take them from the house. Any lawfully 1 may enter 1's house to take a person, 1 may enter 1's house to take a person, 1 may enter 1's house to take a person. An officer has a right to enter to execute any legal process. 3, 12, 219. A house may be broken open to execute a criminal; a person must not, when a person

[More handwritten text]
window or door, for the purpose of executing a writ for recovering
real estate, to take the body or goods of the person.
The landlord was regarded as the owner of the house, and not
merely as the owner of the castle. The major ground for this view was
that an unlawful entry is an unlawful search. No one may
without authority break into a house.

But the privilege of entry into a house is not confined strictly
here it extends only to the door and window. The entry does
not mean merely an unlawful entry into a house, but also a
search by an agent to seize goods of a person. In the nature
of the case, the entry must be executed in some other way than
The officer who is justified in breaking open a house to
execute a legal search warrant, but it must be shown
that all general search warrants are illegal. A gen-
eral search warrant permits a man to search any
house within a mile. 1. H. P. 120, 2. H. P. 204.

2. W. W. 575, 671. 3. H. P. 399. Section 238. Keeping a
bath in a house, or a breaking open a house in a
particular place, is an unlawful search. 1. H. P. 180, 3. H. P. 204.
The party of the first part mustт make
an oath to the fact that he believes the person an
trespasser in such a particular place. 2. H. P.
204. The warrant must be issued in the same
form as the party is a trespasser. 3. It must be
executed by a known officer, not by a person ap-
pointed for that purpose. 4. It must be executed in
the presence of the person, that he may direct what
place shall be searched. 1. H. P. 120, 3. H. P. 399.

If the person so fails to find the goods, he is a trespasser

In all these cases, when the entry was not lawful, the
owner of the house may have an action quantum
nulla fitzegi. But this is 422 Dec. 4. H. P. transposed generally

We will now consider in whom this action will lie.
for whom it will not lie. In a general case, if an action under lie is a life for gaining the timber, because the life is not at issue, the life has a right to keep the timber through life; & if this is all.


But if the life, after having cut timber, suffer it to remain on the land awhile, so that it becomes a chattel, & afterward, takes it away, he is liable to the life in trespass for carrying it away, but not in trespass gravi s. cum

Now there may be some difficulty in determining how long the timber must remain to become a chattel, without personal harm, or in settled that if it remain 24. day in trespass, to take it away. 1. Co. 62. 2. Co. 93. 24.

An action will lie in favour of a life at will in the life on cutting timber then whether they were removed or not. 1. Ball. 860. & Co. 87. & butt. 11.

But an action will not lie in such cases, in the trespass at sufferance, until the life has continued 24. 150.

But the in a non sui praesens the time is removed, & still the life is cut, & liable for injuries done by him at the time for he has a right to the wood. 2. Ray. 799. & 2. Co. 68.

An action of trespass will lie in an infant insane, or idiot, for the intention is not material to support the action. 1. Sail. 192. & Rut. 13. 110.

Every person concerned in a trespass is liable as principals, there is no such thing as accessory in


As if a person to a trespass committed for his lun

But if B is liable the lord not request accused B to do it. By agreeing to it it is meant since

Why taking against of it. 5. Rec 152.

Eas. it is apparent from the whole statement to which clausum s. in complicating a trespass, a personal harm done in committing a trespass, the party injured may have a remedy on any 1. or all of these grounds, & therefore brought in as restitution. 3. 60 189. 5. 6. 649. 5. Rut. 182.
The party injured shall have but 1 satisfaction. S. 235.

5. Bac. 192.

This differ from joint contracts for in that, on all the actions to judgment execution,
the party injured, may have actions as
then in one, to be all and present
on the bit. But in this, as in suit,
and is beyond the reach of judgment it cannot be had. 1

L. 8. 9. 8. 10. 120. 40. 110

The party injured has judgment as
the 112, upon the plea of
1. only, if that may be pleaded in a suit to judgment
another suit of
the same facts,
the suit of a second suit, the
another suit of
his action the

Section 10.

If a tenant has granted the rent or his hire to another, if then the rent or the land & taken
off, the grantee may have his action in his own
by own, if the

S. Bac. 136. 1. Part. 139.

If a tenant has paid the rent of his premises to another, if then the rent of his premises is
the suit of a suit, the

S. Bac. 189. 1. Green. 879.

4. The suit of a suit, the

Misdemeanor in this action.

When the trespass consists of the abuse of an act, it is not sufficient for the party to
the party to state the trespass generally, without
noticing the act given by the party that may have
the suit of a suit, the

S. Bac. 292. Salt. 221. 1. 2384

L. 5. 79.

Do the plaintiff may be pleased, notwithstanding,
nevertheless, as in declaration. S. 61. Salt. 113. 1. 80. 225.

If the plaintiff may be pleased, notwithstanding what he
in his declaration, among which he could not have

A plaintiff may sue in an action of tort if, his W. D. or children, with a good faith,
but that concern can be done only when, the suit,
capable of being heard, is commenced at the time of
becoming the house for him to make the house
under the whole gift of the action. 2 D. 76. 166.

In such cases, however, it can not be found of
service when there is no less equity. There is a relation
than in those cases wherein there is a fair good. Where
there is not. Are the former cases in which recover
the last of service in the latter case. The latter case
be charged to have been committed any such fact
as may be, but, the case is not material. I do not be
found to have been done in the day stated in the ac-
vation, but, when the day is material, no other day
can be found but the last mentioned. E. 8, 92.
Stat. 1090.

But the man became material, by the justification
of the spot on a certain way, so that this only means that
the man is not primary just material. Stat. 285.
The plaintiff may sue in his declarative remand.
indeed he may say all concerned in the turft, as

But I, as it appears, was the pace of the declarat
that a person may not sue a party to the same case, join
with the spot, the declarative in Sec. 4, 1 B. 141.

Please think this is founded on principle. 6:527, 60
5. B. 291.

But if the other party is so to be our known to the
parties, the declarative is good. This is always admit
5. B. 291.

In my opinion this strange distinction. 5. B. 183.
B. 140.

The C. E. maintains that the declarative changes the act
to have been done in the place of the place
at 6. I am not sure by the weight
and 506.
But now by Statute the Surety of the Bond may be supplied that it would not bind an Agent. 1 Sm. 596. 8th. 508.

And now the Surety is taken away to pay the Surety, more is given than the debt of money of goods. A judgment of Surety, where it is fraud upon a capricious. 2 Rec. 697. 5 Do. 191. 63 Ray. 785.

In law it would seem that the surety is not in principle a matter of substance, for here you have no sure to the debt. It has been decided in cases that it is not a matter even of some degree. Objectionably, even capricious, in the debt. Indeed it is a question of matter of form. It should not be a declaratory right.

Any sum for which the action is brought, must be expressed particularly except where the surety conveys a specific item, then it may be expressed generally. 1 Do. 274. 5 Do. 193.

The declaratory should state the value of the thing for which the action is brought. The analogy tends to those cases where the thing required is a subject of valuation as much as not to the amount of 1 Do. 23. 5 Ray. 119.

But the quantity need not be given in detail. A few cattle, it may not be larceny, but the quantity for this very reason is clear. The quantity of either of them will be ad

In the cases of a principal and an agent, when the su-

A ambassadors are acting in a manner of their own, as is capable of being continued in nature. 2 Sm. 240. 9th. 23. 2 Boll. 378. 9th. 212. 2 Boll. 378.

The plaintiff is not obliged to bring the action without a continuance in order to bring different actions, for the several reasons.

Lecturn 18.
Supra

Saying the action with a continuando, is alleging injury to have been done by continuation or from day to day, B. Ray 376, D. Ray 240, B. Bk. 2.11.

But when the several acts of trespass terminate in themselves & being once done can't be done again, they can't be laid with a continuando-tho the trespass in committed on different days. So if a man should kill another cattle on different days, this can't be said with a continuando. D. Ray 272.976, B. Bk. 12.1, D. 319, Salk. 63b.

But in those cases when several trespassing acts are done on several days, if don't admit of continuance, they may be laid in the declaration to have been done on such if such days. Salk. 63b, D. Ray 272.

And here it to be observed, that if several trespasses are charged to have been done on one day no evidence can be admitted to prove any other trespasses than those committed on one day. So if is said that there were put on the 1st day of June, he may prove it to have been done on the 10th but not on the 10th, 11th, 12th, D. Ray 272.40b, D. Ray 240.976.

There are 2 modes of charging trespass with a continuando.
1st. It may be laid for the whole time, from such a time to such a time. If this is the proper mode, where the trespass is committed without interruption. But when there is no continuance of the acts committed at different times, it should be charged with a continuando at such days & at such times from such a day to such a day. This is the general rule as to pleading with a continuando. B. Ray 272.1, D. Ray 240.

But when there has been an action at the suit of the party & a reversal, the action for the trespass committed under it can be laid with a continuando for him the trespass was committed without interruption. For the action was for the principal trespass not the accessory acts necessary to it. This rule was still further prov'd by the Cliff for of the flip he was sworn in against & in he may say the whole with a continuando. D. Ray 272.
If the person is laid with a continuance, which cannot be laid, the person is put to the declaration. Ezek. 22:10. Lev. 4:10. Ezek. 3:5.

But if there be a continuance, which cannot be laid, the declaration only is laid, and so it is good unto another.

To May 249.250.2. Shaw. 196.

As to pleadings on the part of the defendant,

In as much as in this action the guilt is proved, Ex. 31:11. a man may assert for a continuance, so that he may assert it in the same upon the second or third day. As to pleading the general issue in a civil action in the same way, Prov. 7:21. 2. Mark 9:33. The law of the land is the same as the law of God. If a defendant says, for example, that it is not true that any such act was committed, and yet, in a special justification, it is always charged by the defendant, it cannot be given in evidence under the general issue, the reason is a general issue covers the fact, but a special issue admits the facts that avoid them. Ex. 22:11.


But that when sued in this way, may give in evidence under the general issue, after few years, is, that the issue is due unto the aff. 2. R. 36:7. 2. 4:11.

So also a general issue the fact may give in evidence that he is bound to give in evidence under the general issue. But if the fact is that the plaintiff is bound in law with a writ to the suit, it cannot be given in evidence under the general issue, but can only be pleaded on abatement. Acts 22:11. 1. R. 36:7. 2. 4:11.

When a doing is sued in this way, an action done in executing final process, he may plead process merely without showing the judgment. Even when the action is brought in the party as a stranger, then he is bound to give the judgment in evidence, for him he is a party to it. But when a stranger to such a judgment it may be brought to show the judgment. Acts 36:7. 8. 20. 4:11.
A person as judgment in, after he has received the direct, name woman to enter, if cannot pursuant, 
man. If the stranger is named, save the judgment is necessary to pay the stranger, 
any person aiding the office to enter is justified, 
without showing the judgment; this justification is known as evasive. Sect. 107. 509. 396 412.

But if an action is brought on a sheriff by a person who is a stranger to the judgment, for harm the plaintiff is a stranger to the judgment, 5 Jun. 1872. 2. 10 Pet. 501. 30 May 738.

Agreed satisfaction is a good bar to an action of trespass; but accord alone is not a good bar, nor is a bar by any agreement. If there is no plea in bar in any case, it must in fact be executed. The better way to plead your satisfaction is to plead satisfaction upon that the plea is to plead the former stipulation of the account (but to plead satisfaction is to plead that in this issue, the plaintiff accepted no money in satisfaction).

2. 160. St. 194. 3. 1 Stal. 195. Scann 321.

The accord of satisfaction is a good bar to the action by 2. 160. 321.

A person is also a good bar.

But if the plaintiff a majority judgment, the action to them in the trespass as to all the subsequent time. Before the 9th of the month, when the action is plead to have been after the action was commenced in the same is of real necessity. Sect. 203.

Holt 104. 40 May 122. 1.

If an action is brought on a man, persons you commit, a trespass, jointly, a mean to tap them in 
changeable. If the persons because the act of all in the 
act of all, the whole law, and is committed as 
committed by 1 person, consequently a mean to 1 
is a violation to all. Holt 56. 641. 443. 5. 6o 91.

5. Holt 209. 1 91. 293.

But if an action is brought on 2 persons unknown in 

The name of a person in the action may enter as a waite from any cause. Ho. 72. as to the other, Ho. 26, 31. Bac. 328.

If the plaintiff has made one joint trespassers have caused harm to him, this meaning is that the defendant was the other one for any other action but as the other furnishes only two, 67, 68. 72. Aho. 32, 70. Ge. 69, 73. Hwo. 39. 79. Bac. 76.

There is no such introduced into any as to involuntary trespassers. In that case, they may plead in favor of the trespasser that had made him suffer of sufficient cause for action, in on the action was lost. If this is a good defense, then also show how much he has lost. No such actions in favor. St. 259, 2, Rol. 570, Pass. 1, 616.

The statute of limitations in a good law have the limitations at the first year, by bringing an action of trespass at 16 years. In 3d par., the statute of limitations must be separately pleaded. Co. 3A, 116.

The law of the statute of limitations may be given in this case as under the general issue, &c. Hwo. 273.

The distinction is many, a distinction all right to the land on which the tenant has not entered.

A special plea to it is not allowed of in this action at B. B. The name is because it answers to a plea.

One case, one that made a demand to a person, must be pleaded in favor of his suit. By giving color as to the tenement, it being necessary in all cases that the person then had a regular title in this case, the tenant being called to decide which is the true title. This applies only to the tenant, a claimant being quieted.

H. 9, Bac. 309, 4, Bac. 102, 10, 59, 90, & Bac. 204, 9.

But in those the title may, always pleaded the title specially, we have no such expenses, one being true, but we have one that seems to apply it. Here. 328.

A title however is not bound to plead title specially, he may give it evidence under the general issue. The statute provides that in an action of trespass, before any other process, the defendant being a plea of both, a record shall be made thereon, &c. 201, 538, 622, &c.
the owner, party shall become bound with summer
to prosecute his claim, & if the defendant refuses to be bound
his plea shall abate. By abating in this case meant
that he shall have no standing of that plea— for the
magistrate shall, in such case, lay the cause upon the
general issue. If the defendant became bound, the cause
is to be removed to the next county &c. There is some
thing strange in the phrasureology of this that I do not
see it shall pertain to, that if the defendant knew
his title, the plaintiff recoverable damages only.
Under a general issue the defendant may rely upon his
title before a single magistrate, but he cannot bring a quo
tenant of title when first but on issue for the issue
when found would be conclusive in both parties in
a subsequent cause of the same kind. But a judgment
on a plea of title is not a bar in an action of ejectment.
Thus a brings an action as his paffo, v. B. to
recover in B. now this dont show an action of ejectment up to A. Bart. 20th 2. St. 46. 60. 7. 395.
It is further to be observed that when the defendant
removes his claim to the county &c. he cant change
on alien his plea as made before a single magistrate
in his plea of title. I presume if a plea be made in
a new matter of form only the defendant would
have to alter it. 2. Swift 46. 3d.

Rules of Evidence in this action.

All evidence must always follow the issue— No mat
ter that goes to the main of the cause & which is
not embraced in the issue, can in law or evidence.

Under the general allegation as other exceptions, the
plaintiff may give in evidence any want of aggravation
which will assist itself as the facts support an allegation in
his favour, but no evidence can be given of facts
which would support an action itself, unless the fact is alleged, so the plaintiff must allege not the contract, but the fact, and then show that the defendant had his S & that he lost his service, or this is a ground for a distinct action. 2 Cal. 117. 2 San. 114.

It is not enough for the plaintiff to say the defendant was off or no land, but if he does he must show them as he says. He must prove them substantially. He is not with that service as an express contract. 2 Cal. 117. Ex. 2 Cal. 114.

Then the action is laid with a continuance, to meet the evidence within the issue laid in the contract. I suppose the reason of this is, that when the action is laid within the continuance, the continuance is regarded as a continuance of the trust.

Ex. 2 Cal. 117. 2 San. 114.

The same as in the continuance. A person must have a trust to have the contract or money. The same as above.

Again, when a plaintiff lays a trust, with a continuance, he must know a number of his facts, by him act as much, because the trust has no dispensive. If the defendant can maintain the trust, it can form an only income for the court.

If the plaintiff makes a yearly agreement to which the general, sum is paid, he must know the defendant, and the trust, or the trust, and the trust. The same as above.

Ex. 2 Cal. 117. 2 San. 114.

It must be a general rule that in the plea of payment, if the defendant knows so much about it as a justification may, it will support his defense. The court is a court. 2 Cal. 117. Ex. 2 Cal. 114.

The sheriff must produce a copy of the judgment, when read by a stranger to the court.
the same distinction takes place here as in pleading which has been already mentioned. D. Ray, 793.
The amount of damages is considered in another place.
Stat. Law 077. for costs in cases of trespass.
A better way is to plead the special plea for the
bust of the time that it cannot be guilty nor
theless to the time of the times.

It is in the old books that an action is brought
as a number of true facts, generally a stella bau
requirirt and verified before midday, have all
the other actions.

1. ibid. 207a note. C. T. R. 199 loca. 239. 247.

bust 17. 1. 10. vs. this note.
Custody

Custody is an injury by which a tenant is forced of land, tenements, or household goods, is wrongfully removed & turned out of the house & enjoyment. It then is defined to be the wrongful removal of a tenant from his house. 2 Bl. 167, 191.

This turning out may be from an estate of freehold, or an estate less than freehold. But the distinction is to be observed. When the master is from an estate of freehold, he turned a defendant. When he from an estate less than freehold, he turned a defendant. Further this is a general term of which belong in 1 distinct species. 2 Bl. 169, 191.

Of sorts them are five species: viz. abatement, eviction, dispossess, dishoarding, & depopulation.

But of the several of these different kinds of suits, two only are to be considered. These will consist of the old & the action of ejectment, or as it is called ejectment. & the action which is reposed in by an ejectment.

Ejectment

This is an action by which a lessor for years, whose part of the term, recovers it from the wrongdoer together with his damages. 3 Bl. 167, 8 Bl. 186, 9 Bl. 277, 1 Bl. 168.
Ejectment

It is true that in all proceedings in favour of a life for years, to recover his term, but it has in long been converted into an action whereby to try the title to the land itself which is done in a petition, proceeds beneficially to be explained.

In this, where a person is deprived or ousted of his freehold, he recovers it from his deprivors together with his damages, in the action of ejectment. But we have also the action of ejectment improperly so called, which is founded upon fact & not upon fiction. The action of ejectment in horn is a mixed action for in it is recovered not only the freehold but the damages also.

Ejectment is called in bug. a mixed action - but improperly - for the damage are recovered in it, whilst the freehold is not, but only a term for years, which is final. - 4 Bl. 197. 7 Br. 166

In the 4th is an action of ejectment antithetically recovered nothing but damages, he did not gain peace of the land, as they were not a hose action. But whilst the lease was ended by the lessor he might recover the term, not in ejectment, but in an action of his servant of quiet enjoyment. 9 AI. 157. 3 L. 200.

The owner of a chattel interest in land could not antithetically recover it specifically from the wrong doer, still the lessee might recover it as owner of the freehold, from whom it again passed to the lessor, but who had only his indemnite in damages. 3 Br. 200. 201. 202.

This being a defect in to of b, et c aliis non.
compelled the wrongdoer to return the land itself to the party injured. This proceeding is by law after adopted. I gave proper of the time. But even at this day, the plaintiff in his suit of ejectment does not demand proper of the land, but mainly damages for the suit. But what is the issue in ejectment? The plaintiff in ejectment issues upon it to the plaintiff in suit into ejectment. For the form of this suit see 3 Blom. appendix no. 2.

At f. 1 began to afford this specific remedy about the reign of Sir W. & it has been since continued. And ejectment has long been the usual & indeed almost the only action to try the title to real estate, the practice commencing with the reign of Sir W. VII. This is done by a laying of legal fossils in ejectments however to give an account of the offsets as this is done by Bl. B. 160, B. 160, B. 160, B. 160.

In law none of the proceedings in this action are prior laws for where the plaintiff owns the freehold he sue for it immediately if his interest is a tenement for year, in sue for it or such.

Since this action has been tried to try the title of the owner, not the rights of the plaintiff. The defendant in ejectment only are given. He is now sufficed that only nominal damages or damages for the first entry of the wrong does can be recovered. If there is no such after obtaining before his ejectment for the plaintiff to bring trespass for the same profit. 2 Bl. 160, 160.

2. B. Title Ejectment.
Ejectment.

For what things ejectment will lie.

In a q.d. that ejectment will not lie for any subject of which the sheriff cannot deliver actual confinable possess under the execution, or a thing on which an entry could actually be made, 4 Bl. 116. 2 El. 6. 118.

Similarly, this action cannot be maintained for any subject lying in grant, or those things which pass by mere grant as contradistinguished from such as lie in waste. B. E. 1772. 4 El. 233. 20 El. 536. 20 El. 102.

But to settle in thing that will lie for lands laid out as a highway in favour of the crown of the soil. 2 El. 116. 49 El. 116. 109 El. 116. 9 H. 35.

It has been settled by a course of decisions of 30 years in favor that ejectment will lie in favor of the proprietor of undivided land in one who has enclosed a part of the highway, 1 Bot. 118.

When the party to whom the land belonged removed when the highway was laid out, because in ejectment in one who has enclosed a part of it, he must be subject to the warrant or right of way in the public, in the last decided case the court held that they could not recover in ejectment.

This action may also be maintained by the grantee or owner of the land, if the said belong to another for the same premises that he can have true title to the action. Insofar, he can have ejectment to recover from with ousted. 20 El. 116. 49 El. 116. 20 El. 116.

But ejectment would lie to recover a waste claim.
the action must not be brought for an action begun -
which is for a presentful fault as an undivided
interest of a person in another person. If the
party from his right to but part of which he claims he will
never get so much - the law formerly held that all
such profit must be recovered as note. 1LD 52; 678;
697.

In a 45. 12. 15 55 that no person can maintain the action
of ejectment unless he has at the time a right of
entry or in other words he must have a possessing
title. Hence if a tenant or lair is in K and
the same in lair has no right of entry & cannot maintain
his action. 1LD 55. 179; 217; 51; 171. 2. 7. 57.
14. 179.

If the owner of the right or those under whom he claims
has been out of hope 20 years in Eng. or 16 in
Ireland of this action by the rule of limitations used
by the rule 21. for If the party claiming has not been in
hope for 20 years since the right of entry accrued to
and maintain ejectment. But in Eng. the right of a
lair only is barred in 12 years - for the right of party
remains until 60 years. I. 2. 296. 2. 10. 201. 2. 7. 182.
14. 179.

The hope necessary to have been had by the party claim-
ing within 20 years, to enable him to his action must
have been actual - for according to the R. in Eng.
a combination of presumptive title is insufficient. 1LD
102. 412. 421. 421.
Ejection

This is not adopted in law to the same extent as here, a mere right of tenure is equivalent to an actual tenure, unless some other person is in claiming adversely.

In cases between two tenants, the tenant not only has the right of entry but gives an absolute title. 1 Co... 101. 105.

An undisturbed adverse possessor for 10 years in good or iup in bad not only takes from the described a right of entry, but gives the described a possession right in all the world, for he may then maintain this action in any one.

But in cases of adverse possession for 10 years in good or iup in bad not only takes from the described a right of entry, but gives the described a possession right in all the world, for he may then maintain this action in any one.

The possessor to give a title in 15 years under our statute to adverse, otherwise the sole donee may in the ownership of one joint tenant, tenant in common or coheir, have the sole occupation of enjoyment of the land for 15 years, in good or iup in bad, his certificate is not bound to his right of entry — for the possessor of one to have the possessor of both, 6th Day 1st Sull. 28th July, 1881. 36d 19th.

But under certain circumstances one of them may bar his certificate by a mere possessor of 10 years. But in order to this he must show an actual entry, for this is a principle founded on the adverse possessors, that an adverse possessor is in a position on it. But whether the possessor has been adverse or not is a point for the jury to decide. Dow 20th 1st Sull. 19th.
But when a joint tenant has been in poss. a long time the presumption will be raised that he held adversely. Thus where one held for 43 years, and not guilty of trespass, the purchase of the land was not adverse, and the tenant was informed by the jury. convex 215.

To a bar that of the party in poss. claim under him that is out, there is no title acquired by the poss. - not by not adverse. 218, L. 219, 218, not L. contra.

The poss. of the particular tenant can never run in the remainder man or remainders - if the particular tenant is destroyed, the poss. of the defeasor does not operate upon the rights of the remainder man - the tenants poss. can not bar him because he holds subject to a Junior claim - and neither his nor the defeasor's poss. can run in him, because he has no right of entry during the particular estate - of course a poss. during that period does not create a bar. convex 215.

Whenever a party relies upon his poss. he must show an actual out. By this is not meant an actual turning out by the shoulder is required - for want of circumstances going to show an adverse poss. is admissible - and in many cases will be necessary. So if it is in poss. of the land of B, claiming that he holds under B, and regularly out, one is in poss. of another land adverse alleging that he holds under no one his poss. is admiss. 217, 218.

But it has been said in one case that the poss. are taking a lease from a stranger who had no title to the land of his holding adversely to the owner. Mr. in doubt consider this to be so for he added. 218.
Ejectment.

To break a rent to it may not be construed [Sol. 629. 629, 629.]

It is necessary that the 되는 rules in bug. must be a before, should make an entry on the land either ab. on the land, or petitions, that he may maintain his action of ejectment.

When the action is in favour of the lessee & founded on a clause in the lease giving him a right of vacating in case the non-payment of rent or the non-performance of any other covenant, has held formerly that there must be an actual entry by the lessor, but this has been decided not to be necessary. In this case the action may be maintained immediately for the breach of the covenant. The facts, must be the 1st

22. 2. 62. 62.

Then the lessor of an entry for the lessee, being made complete, an actual entry is not intended. In this case of an entry for the purpose of defeating the 2nd title, an actual entry is necessary. For in the former case the non-performance of the covenant the facts determining the title to estate, because it never to the lessee title, & no entry is necessary. Aug. 16th. 1897. Sol. 629. 629. 629.

4th. 4th. 4th. 4th.

In the latter case an entry is necessary, because there is no event except the non-performance of the covenant to determine the title of the person in justice, or determine an estate.
Ejectment

He who has the legal possessory title may maintain the action of ejectment. If regularly he only, since the mortgagee can suppress the action to the mortgagor both before and after the day of payment, for he has the legal title.

So too he can support it in the relief of the mortgagor, if his claim was executed subsequent to the mortgagee, but if lands are leased before they mortgaged, the mortgagee can't void the lease, for him the lessor's title is older than the mortgagee.

Doug. 11.

But in long, a mortgagee may maintain this action in the older lessor, provided he has given him previous notice that he don't mean to discharge him, but only to compel him to pay the rent coming after the mortgage to the tiller & not to the mortgagee. Doug. 12, 161.

As the mortgagee may ordinarily recover in a sequestrum the mortgagor or his lessee, so he can do this the whole mortgage money is paid, provided it is not paid at the day. For when the money is paid after the lawful day is past, the mortgagee and still carries the 6 legal estate. If in such an event is called in the books a satisfied mortgage carrying the legal title. Bow. 114, 1 Mcn. 194, 2 P. 40, 171, 277, Heard. 315.

This principle has been twice attacked in the state of Bow, but it has been twice confirmed by the supreme ct. Thus, the act of 1800, Woodruff in Rev. 1800.
Ejectment

And to add in this, that the possessor in년 in nullity of the legal estate may recover in ejectment the three equitable rights in a stranger or even in the owner. Rok. 1796, 769, note 7. 1 S. 8, 494. 8 S. 91, 625. 90, 249.

In these or these modern cases, it have been inclined to refuse the 7, in favour of equitable rights. Thus, when a lease without a lease was executed, which consequently did not carry the legal estate, but would amount in equity to an executory agreement, to convey, but then held that the lessee should not set the lease in his action of ejectment. Town. 373, 374.

This decision however is held in later cases, not to be. And indeed it cannot be for if it were all the four wives between 1st of Sep. 1805, much would be lost. Town. 1 S. 345, 347, 7 C. 2, 287, 669, 8 S. 516.

In a y. A, that in ejectment the title need spring from the strength of the own title and not from the weakness of the rights. Y. B. the title of the latter is as good as that of the former, the maxim applies, 'poor is tenable, palace is not.

It follows from this B, that the plaintiff may defeat a conveyance of the title by proving the title to be in a third person. But Y. A., Feb. 16, 1805.

Contrary 2 May. 224. This case does not really influence the B, for the objection was in fact to the species of title if not to its existence.

But the the 8 is general that the rights may show the legal property title to be in a third person, yet it does not hold when the title is derived from the rights to the rights from title, for now the title of the latter tree is indeed uncertain. This if the mortgage ran the title.
Tentation

gages in ejectment, the latter cannot show the title to be in a third person; for this he is stopped from doing by his mortgage deed. So also of the mortgagor, if he
be the owner of the life held over, he cannot in an
action by the lifee deny that he has title; he has
nothing but an act of redemption. 1 T. & R. 166
7 Co. 650. 3 El. & B. 116.

Upon the same principle if A lease to B & C, to
A holds over, he cannot afterwards in an action of
ejectment brought in his name by A prove that the
title is in another. 1 T. & R. 382.

The devise of a lease for years may maintain the ac-
tion of ejectment—but not however in a suit of ejść.
Not the estate of the devisee has attached to the legacy;
because a term for years is personal, which is not all
other specific legacy, lest in the case of 8 T. 10, 4 P. 496.
So if the legatee 19. 11. 49. 53.

But in the absence of the estate it is not necessary
to vest the legal title in the devisee or legatee.

But in the case where a firehold is desired, the devise-
may recover it immediately on the totality death.
1 T. & R. 650. 2 El. & B. 509.

The assignee of a bankrupt may maintain the ac-
tion for lands belonging to him at the time he com-
mitted the act of bankruptcy. 6 El. & B. 453.

But the committee of a lunatick can neither recover in
his own name for lands belonging to the lunatick,
for the action must lie in the name of the lunatick.
Holt 139. Holt 138. 2 Holt 140.
In an action to be brought in the name of the ward by his conservator. Rob. Co. lib. Idiot.

An action may be brought for the recovery of the land, or for the ejectment of the lessee, or himself, if the lessee has a tenant for years, and when no testator is appointed the and may have the same action.

But if & is lessor of an estate of inheritance. Vibad & is lessor, the heirs only can have ejectment. 4 Bl. 497; 23 Cal. 77 A 19.

An action at b. & c. may be brought for the recovery of the land, at b. & c. or for the 4. & c. is. 2 Bl. 153, 175. 153. 4. 4. 121. 7 Bo. 16. 4. 17. 1806.

But by a 4. & c. of the U. S. tee & c. may become naturalized without the interference of the legislature. 5. by himself of all the privileges of a native born citizen. Vi as a citizen in every particular. Rob. 2d. 4. 1833. repealed. 6. 1875. 1. 1876.

In some of the states the & c. of the b. & c. is secured by state 4. where the 4. do not interfere with their claim to the operation. All of this kind exist in N. Y., New York, Pennsylvania & some other states. In the same tribe the b. & c. remain enforced.

A life for life or years may maintain the action in the lessee himself, for during the term he has the right of possession, as owner. 9 Bl. 139, 140, 141, 1874.

At b. & c. without & c. for years, must join in the action, the as to lessee in common, the & is citizen. But in town, lessee, in common and
If several tenants in common join in bringing an action of ejectment, or defending a non suit, if one does not prevent the rest from proceeding — and if one releases the claim to the debt, the rest may go on for their share. 2 Penn. 72.

Readings

In order in this action should state the first title as it is. I must shew a subsisting right at the time of the action brought — for if he then has no title he has equally no right to recover. 1 Tid. 2, 580; 1 Tid. 274; 4 Tid. 600.

But to shew that the first need not allege his ending to have been made on any particular day — and that it is sufficient to set out the term to himself — I then allege that he afterwards entered in presence of the lessor. The only reason assigned for this is that no one the precedent, 2 H. 365.

In case the first need not state any extent — for how the action is not brought upon the demise a lease for that purpose — but the first title is deduced above as it is.

The owner should always be laid as subsequent to the commencement of the first title — otherwise there should to be no cause of action. 1 Tid. 386; 2 Tid. 1, 367.
To set that the particular item of the estate must not be alleged—Mr. J. doubted this, i.e. as laid down. I say it unnecessary. He only—and there is no reason why the law is not as necessary as in the case. 2

The subject must for must be described in the deed—so that the sheriff may know of what it is to deliver. Hence under the jurisdiction. Formerly very great precision was required in the deed—so much so that the sheriff might not be able without any additional information to deliver the item of the thing. The doctrine was that the thing must be described with convenient certainty. Viz. the duty of the lessor of the land, to know not to the sheriff the land. I this briefly.


In box 23. The practice to describe the town by a designation of the town, or sometimes of the parish in which it lies—and to set out the bounds & abutments together with a statement of the road and cultivated quantity.

In box 23. The boundaries are usually given the name of the parish—the quality of the land & its quantity—and if the true description of the land various materially from that given, except in quantity, the plaintiff recovers. So also in box if the land is described as lying in the town of A where it really is in the town of B the plaintiff must be acquitted. 12th (Ed. 206 11. 60. 461) 1572. 485. 894. 994. 1909. 1487. 1323. 1632. 427. 524. 504. 502.

So also if the abutments are not set forth the court will not support the deed.
But the bill is not bound to state, for the exact quantity by. I become recoverable in much as the judiciary tells and provided the prouer bill is not more than the demand for there is no case in which a ruin receiver more than the sum for, because the pluf is presumed to make the sort of his own case. book 13, 2. 4743. 9 tho 33. Book 924. book 260.

And if the fifts sue for a longer term than he prouver he may still recover for the question is known the fifts night. Book 106. book 106. 327.

In Eng the real debt or being admitted to defend in the room of the casual prouver must engraft his case, leaving out and othere—but this don't remove the necessity of the fifts proving that the debt was in force at the time the suit was commenced, 1 M. 203, 851. 7. 24. 327.

To if any to the action of ejection to be “not guilty” but to the common action of ejectment to be wrong as ejectment? 9. 81. 488. Appendix. IX, X.

In Eng, there is no such thing as special pleading to this action—for the common. A bill which the real debt is permitted to defend, requires him to plead to the 9 issue 9. 81. etc. IX.

The action of ejectment is ejectment is of a higher nature than trespass, and it has been decided in law that a judgment upon a plea of title in trespass does claim, and that proven an action of ejectment, and this seems to accord with English principles. 9. 310. 2. 313. 8. 12. 337.
In a good defense for the plaintiff under the 7th plea that the possession right is in a stranger (Civ. 1784, 5, P. 764, 3, D. 682).

But this tills in a third person must be good and substantial one. Thus when the plaintiff produced an old lease to J. D. but never proved J. D. to have been in possession the defense was had.

Where one is hapless under a lease that is void or voidable the action will be in him. But it sometimes happens that he who claims in a, primo, or possessor an unindented lease loses his right by some act of the party affirming the lease. If however the lease in void or voidable must be affirmed his own act is his evidence.

If the lease is voidable merely then it may be abolished by subsequent confirmation of it. In such case as if the defendant assents to the assignment of the lease if the defendant be considered as a lessee of the rights and rights only as to all the rights that exist. In such a case it is required that the assignee of the lease or gripe the possession of rent from the lessee by the original lessee with notice of the assignment, is no assignment of the lease. Doug. 462, 6th 2, 568, 9, 60, 63, 4th 483, 382 1st 21.

If the plaintiff sets out the fact that he must have him as lessor but he is not confined to prove them according to the privity points of view, he said. 2, Roll 672, 6th 111.
Acquittal

(On the Verdict & Judgment)

The party may recover according to the title which he
forever, the contrary to that laid in the plaint, on
where he demands for a given number of years or ten
he may have quiet for five, when he has made a
by to five.

And if he demands for several subjects to mean money
for one of them without the rest, and if one is not
the other is alleged, he may have quiet for

When the party Recover what is asked for the land alone.
As, 62. C. 2. Bao 72.

If the party has a recovery in their action he is entitled
to a verdict of execution called, a verdict of
prejudice, under which the sheriff finds the party
in favor, I turn out the party & all who may be in
the premises, 221. Bao. 129.

By doing this the sheriff has a right to break the
outer door of the main house. For otherwise, in the
case may be it will be impossible to treat the case
as 125. Bao. 91.

In law if the party takes notice of the premises pending the
suit, he may still recover to quiet & recover the damages
Costs. Little is to be found upon in the English books
on this point, the law in such case, it may be found
ed in the case of the action, but to discretion may with
the same to allow the plea or not this may be improper
as their nominal damages only are assessed.

122. Bao. 190.
In the English action of ejectment, if the verdict is for the plaintiff, the defendant, if the defendant has been found guilty of trespass, may have a new trial, but if he is found not guilty by the jury, he must make out a new action. 

In the English action of ejectment, if the verdict is for the defendant, the plaintiff may have a new trial, but if the plaintiff is found not guilty by the jury, he must make out a new action.
Purchas for Wm. Profitt. 431

Of the Action of Breach, for Shum. Profits, after a Recovery, by the Bill in Equity.

The verdict for the Bill in Equity, establisheth the title: it followeth, that from the time of the suit at law, the debt is a breach: hence, after this the Bill, being proof for the damages he has sustained by the less than hope of the debt, the action is called breaching for revenue profit, & the annual value of the land, during hope, is presumed fair, the debt, the damage may be indemnified, without.


The action in this case is said with a continuum, or the Bill will receive damages for only one day's hope. Now if the Bill shall be the owner of the subsequent interest specifically, he can recover his whole damage, without a continuum, but, says Mr. Blackstone.

The suit in the place of thing, that the Bill may, like a well in one's own, compel the debt to account for revenue profits, but the suit is more uncertain, see 183.

2 Ba. 182. note.

The reason of this doctrine is, that continuance only takes the title to the lands, no damage, but it can gain: the suit can only win, to the more thought reasonable, to be in the 2, 3, 3. 251. 1. 3. 3. 2d. 1. 2d. 8. 15th. Bank. 185.

2. Burn. 85.

In short, the Bill may recover all his damages, in continuance: the he is not obliged to go for it, unless, he not withstanding this can in due time to recover the same, quizzis, for the revenue profit, by the suit for the claim, after a recovery, in Equity.
Forfeits for Waste: Profits

The first is to state to prove the fact that the land was injured by reason of the contumacious, or that it is to be proved by the plaintiff in evidence and is not made plain by the owner. The second is to prove that it was not done in profiteer, but with the not only the rule but because of personal damages, so he must show who the real amount of damages that he has sustained, and this is necessary in order to prove justice. 1 Book 12, 293.

The second is never confined to his own on the second section, to the value of the land upon the arrest in the suit of a plaintiff, for he can recover for profits received antecedent to the date of the suit. However, he can recover an antecedent title on antecedent past to the plaintiff under a previous power of the plaintiff. 1 Book 12, 36, 291.

The third is only for the profit accruing since the date of the seizure. Stated in the fifth section, the plaintiff can that action in conclusive by the fact. But if the profit was for antecedent profits, the plaintiff may make a new defense, so by denying or holding on the fifth amendment to the date of the Can. 1 Book 12, 294.

As the fifth amendment in ejectment is this second is no end of the fifth right in an action brought of the premises for the same profits, or an antecedent or portion of the land, for this is no extension actor. 1 Book 299.

The action for waste for waste is within the provisions of the statute regulating actions of trespass for trespass, an action of trespass. Hence the suit ca-
The action for mere profits may in some cases be brought in the name of the real or nominal party for the possession and use of what was unjustly appropriated to the use of the other. 9. H. 115.

In 9. H. 115. it is said that no one can maintain an action in common with another in common with another in common with another in common with another in common with another in common with another. And this is very manifest from the words of the statute. 9. H. 115.

A contrary doctrine is laid down by the statutes and the common law, but at the time when the statute was made the common law was different from what it now is. 2 Tho. 34.
Hinde a person be interested to the amount in the Nature of the estate. The necessity for the enquiry is an action of ejectment, which has not been sustained by reason and the manners the inheritor must remind him that he is not

Waste must be brought in to the owner of the inheritor here- for he is the person only who can and has.

At the time this was given away in those who were just to be, especially of his tenants in town and by the estate— and the manner was that when one was satisfied by the act of him of if the owner of the inheritance, the latter must by the terms of his grant ensure himself in such a way as necessary. It has been such a question whether or unquestioned is found in courts as upon a particular thing— as before due 9th. 8th. Hill. 18, 10, 11.

By the state of the proposal, this action as intended in the sense for life or not, it being the state of what is a due by 9th. 8th. Han. 674.

This action must depend upon costs of the business of and
Waste

Time for the right in possession of the landlord

If there be no rent, the possession is the warranty by
the lessee. 1 Black St. 306. 1883.

Time is of two kinds, actual or from time. The
point is by an actual measurement, the rent by
presumption. 2 Deane & Deane 607. 3. 50, 115.

Where a sum due to a tenant in an action brought
on mortgage, the tenant must be joined. 1 T. 95, 157.

A action under the statute to recover possession
does not include rent. 2 S. C. 605. 650.

It has been said that this action must be in 
which the mortgage was made. 2 L. R. 137. 393.

A tenant in dono after settling on the estate, in
undisclosed good faith.

The action of the landlord or a tenant at will for the
amount.

To succeed, an act shall be done in possession by any tenant
that shall prejudice the estate so that the same
may be none in eviden. 2 Black 52. 268.
The mortgagee in Fosse is not liable for waste, nor is the mortgagee to the mortgagee, in a suit to recover damage for waste, unless the mortgagee must account.

It has been held that unless the injury amounted to more than 40 d. no action would lie for damage in such case. (Be Litt. 42.)

If the waste has arisen from the omission of the tenant himself, he has no liability to waste.

The act of God will not subject the lessor to any action. If a tenant moves the lessor's house—will, if he does it for the lessor as soon as it is convenient, he is guilty of permissive waste. (Be Litt. 32.)

An intermediate remainder man can bring this action. If the grantor an estate to A for life, remainder to B for life, remainder to C, it is clear that A can maintain waste in B because B is an intermediate remainderman—and A can't for he is only a life estate so that at B no action can be maintained. (Be Litt. 21.)

A owns an estate for life or year, and commits waste. If at this time no action is brought his heir can maintain it—so the A is that to maintain the action the see must have. (Be Litt.)
The action must be by any one but must who committed the waste; if the wrong does have the rightful poss'n.

**The Subjects of Waste.**

There is house, land, or wood, & timber.

Waste in houses: The owner of a house is bound to refrain from any neglect or thing to waste it. See L. & T. 308, 65. 4. 60. 69. 4. 60. 69. 4. 60. 69.

If a house should fall down a house, we might let the law come, & will be held to be waste. 5. 60. 69. 4. 60. 69. 4. 60. 69. 4. 60. 69.

To take away any thing, or the extinction of the term that belonged to the lease, provided it appertained to the freehold in waste, that is an old & transferred in some way of the thing: the waste. 4. 60. 69.

If waste is done, a lease is bound to keep in what old demise, & dower, the heir-in-interest on the land, and if any injury is done from a neglect of the thing in waste. 2. 60. 69. 4. 60. 69.

To dig up the surface of the land, or to open any mass in the soil, waste - but if the owner have been when the tenant, then may move them. 4. 60. 69. 4. 60. 69. 4. 60. 69. 4. 60. 69.
Waste

In section of the waste must not be brought away in
considerable u into meadows or meadows into vale-
and if he has the landlord's consent of waste. Mon. 39
2 Pott. 338. 2. (c. 111. 2. fol. 348.)

But if the tenant miscarry or is guilty of bad har-
bondry, his not warrant. 2 Pott. 342.

III. Waste in Wood. The tenant is entitled to wood for
fuel, and likewise, he has a right for the supply and
husbandry. This wood may not be cut for sale.

The tenant must not take green wood for more
than 2 tons.

He is also entitled to lumber for windows, used to make
frame. 3d. 2. Moore 312.

But all trees that are for the expense or ornament
of the house, even to timber for fire must be cut down
for any purpose.

The right to use timber here in any time, whether
where the tenant does not use it own land
but, and wishing to make refrains, cut & sold his
own, he can grow stock in places, and then he was held to
make it also, when a tree or similar disease
withered his tenant, and being informed that
that was cutting it. He the waste was not
punished. 3d. 2. Moore 323.

Trees that were before, but the dead may be taken
as fuel.

A tenant to be from reclaiming the wood on the
burn field - the landlord at the word of an order.
The waste was brought but held not to be for the benefit less misery or trespass for the restoration of the
wood except the said. Rs. 8.690.

At k.c. damages only were recovered in this action.
But by the "law of grounds", if the waste is proved, the half burden his act for both, he shall repair
the place or thing wasted + fields damage. Rs. 6690.8.0
To, Hell & Company 659.2

When the lease has suffered damages to the owner
own of the waste, fields damages only are recovered.
The leaseholders damage only are recovered in this action.

By the force of this, the owner damages to

his agents have always granted them or the said
this is obtained by a full justification. The tenant,
the time sometimes he granted some before may
waste is cancelled.

Injunction was usually granted when waste has
been committed and action is brought there.
I proceed the commencement of more waste by the
tenant during the process of the action. I would
grant being understood as either partly the waste to

they have granted injunction or whether as a order of
waste would be on; where the lease was "without
reference of waste" for those words are used
for the nature of the facts to secure the benefit from
action in suit of for waste. But the actual that in
Waste
all such cases as are here pointed out by the Act, in such as benefits the tenant, as the cutting of wood & timber; but if the owner of the land, &c. maliciously intending to oust the tenant, or they sued in action. 2. Th. 342 17. 237 198 1638 842 7. 4th 177 2. 1783 2. 1787 3. Do 53 868.

If a man having the legal title to an estate not the equitable, commits waste, he is not liable to an act of be, but have some some respectable. He can recover the money due to account with him who has the equitable title.

Also where a mortgagee or paperЅ accum. waste 5 is hereby before the security of the same, and the mortgagee.

But as they will do this in favour of the mortgagee, so will they in favour of the mortgagee,

and not only so, but enforce the mortgagee to account for the waste, which he has received from the commission of the wrongful act.
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