Lectures On Law.
Delivered in Litchfield (Connecticut).
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And James Gould Esq.
In 1809 & 1810.

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Lecture 1st. - This subject will include in it all estates of deceased persons of a personal nature, for it is the duty of the administrator to see to this. It also includes the distribution of all legacies. We shall first take a general view of the subject. To get at the idea of an executor or administrator, we must first屏 from a person whose name is to hold the estate.

When a person is dead, his heirs left a will, and what is in the Law, relative to the disposition of the estate, the Law points out who shall be the heir of the estate.

The Law points out a different course for the disposition of real and personal estate. We will first deal with the manner in which each is disposed of by Common Law. There is, however, almost a complete revolution of the common law benefits in the United States.

The real estate goes directly to the heirs, if there is no will, or effectively as it was conveyed by deed. If there is a will, it goes to the devisee, the heir, or who the devisee may be. Personal property never goes to the heir as such. The issue of testator is the heir that is mentioned. But executors or administrators hold the personal property as trustees, in the first place to pay the debts; in the second place, when there is a will, he is a trustee for the legatees, according to the principles of the common law.
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agreeable to the maxim that a man must be just before he is litigated; so that all legacies must be on other consideration if money remain they will be paid.

The real property we have said pass immediately to the heirs, to course it cannot be got at they are executed to pay the debt. There is a great defect of the common law. The heir in a devise is not responsible to the judge and creditors for the lands when they pass to the heir named with this lien upon them.

Specially or general can likewise you from the lands in the hands of the heir.

The heir on devise however was not personally liable; hence if he should immediately some should purchase him a title, the specially creditor would as the common law they might lose his debt. But a statute has remedied this, I provided that the heir on devise shall be personally liable in that case. To extort therefore of their ability is to answer judgment, specially debt. But the specially creditor may if he chooses go against the estate to get many times he will, for all goes against the heir on devise, to get. Lord it he may not want. But where there is no apt debt. Simple contract creditor must lose their debt.
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 Executors are liable to the extent of their assets. It has been
 by the usual of the common law, mitigated by the Statute
 not been mentioned. This has been done by the common
 Executors will allow the simple contract creditor to
 go against the heir. In so much as the specific creditor
 might have on her own against the Executor for the
 The remaining simple contract debts are lost when there
 are no assets remaining.

 Personal property being a fund liable to all the
 Debt. Personal property in a second hands liable to the
 judgement of all the debts. The person of the
 Executor is liable at the date as the Land on
 the same goods and chattels as against the heir or what is the same thing is
 the simple contract creditor who the specially mort
 has none against the Executor. This is the specially mort
 for their benefit. The Law is very defective in even with
 the aid of the Statutes of Scarcity seems not to do
 complete justice in the Petition generally. The attoll
 has been nearly the subject of remedied. It has been
 personal property is liable. In this case, I must be of opinion
 the second is lost to the real property which is liable
 as far as the Court. The Executor becomes an agent upon
 the Court of Chancery on the land. The real estate
 however does not pass in the Executor but in the Land


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The law in devise at common law is liable to be declared on failure of power to pay the debt.

What is statute have directed the same in case of failure of power to pay the debt, is frequently by the testator or complainant for the money will make all his real estate liable for the debt. The reason is that the executor to sell his real estate, which all of the same validity as the in his life time he had given him a power of attorney to sell it. Used in England we see it is in the option of the debtor to pay his honest creditor or not. Here we can not do it.

But in this or in this, we must make it.

Sed to pay his debt to the world. Actually declare that Blakemore state he shall be taxed.

And after must not be sold to or they until all the personal estate has been distributed over the all the personal subjects and succeeded in London.

This construction now even does not prevail in the U. States. Now generally the person who are his the real subjects are heirs to the personal also as whole goes to the same persons hence there is no need of this construction. The will of the testator as expressed will be absolute. The ground of the English construction was, the anxiety the law always manifested
To preserve the fair and right to have been all the
decisions of any State, the question is one of
the construction.

Priority of Debts.

There is a priority to be observed in paying debts
by the Executor, whereas the assets which he distribute
legal assets; but where there are mere but equitable
assets there is no priority, but all are to be paid alike.

Legal assets are those which the Executor receives in capacity
of Executor, in which he can put them in an account
converted into money. Equitable assets are those
which the Executor was obliged to become the aid
of Chancery to get possession of, or when it might
have been obliged to buy such aid, as those which arise
from the sale of lands to - In such cases Chancery
knows nothing of priority, but directs all debts to be
paid from the funds alike. Where one in debt will
either his Executor to sell his lands, the executor cannot
come to him; or, perhaps he will not do it, on the hope of selling
are desired to another to sell in order to pay debts, if he will
do nothing about it, in either of these cases Chancery has to
interfere in order to effect the sale; and the assets
will then be equitable.
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Executor may be liable to the extent of the assets. Nothing is assets but what is turned into money in the hands of
the executor or administrator. If the Ex will not sell
the personal property of the decedent or waste, or sell
it below its value, he will then be liable for a
advantage. The not as Executor, a judgment goes at him
in cases where he is sued as Executor or Executor,
judgment goes as the property of the intestate in
his hands or if he refuses to pay or turn
out the property as to the latter, judgment will
be against him in some respects. Judgment will
go as to him to the extent of what he has actually
paid. This will be paid to the creditors according to priority.
In Connecticut an Ex cannot plead being admini-
strator and in that manner.

In case where the executors are also beneficiaries, legacies
can be given the legal title to them as the property vests in
the Ex or the legatees, and to them until the
Ex has given the account. But if the legatees are the
debtors, so that the Ex does not retain them for assets and
refuse to deliver them, the legatees also the Ex cannot
recover the specific things may occur damage in a bond.
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of Law for withholding them. Legacies are bequests of personal effects. They are specific legacies. Specific are where a particular individual thing is given as a horse, stock, bag of money &c. becoming when a sum of money without identifying it as $100 to.

There is a difference in the situation between pecuniary & specific legacies. An estate where there is not sufficient assets to pay the debt, without taking some of the legacies must first take the pecuniary legacies. And if there is not enough to pay the pecuniary legacies, the estate may then take the specific legacy to pay them. Where the residue of the pecuniary legacies is taken, they must in whole or in part be in proportion to his legacy or such a $100 average.

But where record is made to the specific legacies, the Executor may take which he pleases, if the other legacies are not found to contribute. But if there is no specific in his power he should divide the loss between them.
Lecture 2

On Executors  

The Executor has the will for his guide.  

Thus there is a multiplicity of property after the payment of debts. Lector this frequently goes to a residuary legatee or. But it often, all the legacies have, there still remains a residuum不尽言. What will have done it 0? To will the testator some are deceased and one lot - the will be divided accordingly to law. And where the need to receive all together everything is past a residuum remains. The action will proceed in the judicial court, and that the Ex I said take it for his service in England an Ex for no reward for the service. In connection that they are paid by a statute provision for alien - some of the State shovels.  

Upon this general principle the Flamino has made a new great increase. Thus there go before the important that the Ex should have it. If the testator made no provision for him. Why the will it will clear that the testator did not design to give the Ex anything for his trouble. In an actual provision in the will. The Ex. shall have the residuum left at law in Equity. But it is provided for him. By a
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6. Specific legacy, viz. "he shall have the residue of all for the benefit of the relations of the Deceased according to Law." If, however it is clear that the legacy was not designed to compensate the legatee for his trouble, as when it was given to buy a mourning ring or a suit of clothes, he will still have the residue.

The legal construction of the will is different from the equitable construction. In law the residuary goes to the "at" in Chancery if the "at" be provided for. He distributes the residue if not. He takes it as a recompense. This is called the equitable construction, but there is the difference. Present proof may be submitted to show that the deceased intended to provide for the legatee, trouble or not.

But hard proof cannot be admitted to contradict or oppose the legal operation of an instrument. It may be introduced to rebut an equitable arising out of an equity, where the equitable and legal construction differ, to restore the old legal construction. One maxim on this subject which is cogent in all cases is, that the intention of the testator is always to be the rule, of consistent with the rules of Law. The principal difficulty is to understand the intention: first it must be consistent with the rule of Law.
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The rule does not apply at all to the words used, such as those in estates given in fee. If the testator uses words which cannot apply at all to the estate, it will then be distributed as Law. As a rule, one entails personal property. Then the intention of the testator will be correct. The Law interfaces if not, it absolutely will be the first. If one gives an estate in fee simple, then directs that the clause shall not convey it away during his life, this provision is void; for no legal estate exists at law. If then one adds a quality or restriction to an estate contrary to law, it is nugatory. But if the giver has such an estate to give, the words in a direction are intended, if it is consistent with the rules of Law, the intention is alike. Hence, the donation is good if the words shall govern.

With respect to proof, to explain the intention of the intestate, it is a general rule that, where proof is not to be admitted to explain will -

A distinction is taken between a patent of a latent ambiguity. If there be ambiguity on the face of the document, it is known, cannot be admitted to explain it. But if there is fact
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the will about which there is doubt, hard-proof may be introduced to explain it. As where testament devise to
son John A. has two of that name, hard-proof may be
introduced to show which was meant. This is a latent
ambiguity in which case hard-proof may always be
introduced—yet even here the construction cannot be
made to contradict the words of a will. When
a legacy was given to an residuary to the 4 children
of my cousin C.B. Eliza has 4 children. By a widowed
husband & 4 afterweds by a former one—she was a
recessant for real proof, & I was determined that she
ought the land. Last—But the further gave more
property to my cousin C.B.'s children—here if we say
the 1 shall have it, the construction does not stand well
with the words of the will—of course it must go to
the 4 children. For all are her children—

What then is the extent of the will? Very well to start—

As how of C. can never be admitted to explain the
sentence of a will here: they are obscure. If
the will is so vague that no one can understand
it—called causa intestitia it is nugatory.
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But when the will is written without any punctuation, the meaning may be obtained by a view of the whole. There is no principal of policy as to sentences still, and proof may be admitted to show the circumstances of a man's estate or family at the time of making the will, or when one makes a will to give his real estate to his children. If his children take the estate as joint tenants, but if the law no children he is heir, an estate tail. Here, partial proof may be admitted to show whether he had children or not. In this case, 'children' denote the kind of estate given & an equivalent to the word heir or heir of the body. In the case of his having children, they are described to personation (And all such ambiguities of words may be explained by partial proof.

The situation of the oracles may likewise be shown by letters to explain the meaning of the testament. In which one had an estate tail in a house in London called the Bell Tavern, the overseers in his will devise it to the owner in the title. By the devise, the devisee takes but a life estate when the thing given is Incapace. But as he had already a greater estate, it was construed to be a livery of the reversion.
the fact of him already having an estate title was known by proof. We have said that all the local terms cannot be admitted to explain sentences, yet it may be admitted to explain ambiguous words as by the English. Temporarily while an estate was given "senior heirs" it was uncertain whether it meant the oldest child or oldest boy or girl means either occasionally. There need proof in admittance to explain the ambiguity — "Estate" was once, it is not now, an equivocal word, as it was used sometimes to denote the interest of sometime. The thing itself Flown means not only the thing by name, but the intention in it.

There may be a misdescription by yet the whole instrument taken together will show the meaning — as werestad to leave a legacy to: I in the name of the Duke of Exton. His son's name was P., but in proof of this part the description was little sufficient. When a man gave a cist name to his niece, she in his will called him by it, or hard used to. From the fact she took the legacy. The fact he actually had one living without name, she would have taken. These things all stand well with the will.

So real properties pass by the will and what the testator had at the time of making the will, but all the personal property which a man dies possessed of may pass by a will made 10 years before his death.
An Ex't may have a Beneficial interest in the estate after the trusts in the will are performed, so the residue cannot be taken out of the land by process of Law.

The form of creating a coev'ty in trust is a qualified one. If not taken under the residuum, the residuum, or coeval trust, may be rejected by the donor's donation. To matter what the form of giving he whether by Deed or Bond is, if the estate gets into the hands of a coeval trust accidental, he cannot hold it against creditors, and it will be rid of the hands of application by and

A volonter is one who takes property by the disposition of the will or by Law.

The liability of an Ex't or Admin to execute no further than assets strictly an Ex't or adm't assets is not strictly the value of the estate but valued by itself and the amount of the inventory but the valuer in money of the sale of the property contained in the inventory of course the assets may be more than the amount of the inventory or may be less. The sum contained in the inventory is prima facie the sum of the assets, but if they should exceed the inventory, the Executor is liable to account for the further.
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If fraud has been practiced in the sale of the property, the

Court or Adm'f is not liable for the act, but only to

the extent of the actual assets.

But he is liable for a defendant in any other

person would be, if liable in his position on account

of the fault. In this case, judgment in the first place

in favour of the creditors goes against the estate in the

hand of an Executor or Administrator.

Their first duty is to pay the debt, after he has added

the estate into money,—lest it be before the creditor.

First, we will consider a case where the estate

is sufficient to pay the debts, so that there are actually
to still there is a remainder for the Receiver after all

that has been paid, and a property remaining in the

hands of the Executor or Adm'f. I shall pay of course all

duties which precede that which is ascertain'd by

the Statutes of Distributions.

Distributions—

After payment of debts & expenses the Est. is bound to

make distribution of the personal property. The mode

of distribution is settled by Statute 93 & 3d &c., which

are, that after payment of debts, estates & the Executors have

the surplus shall go to the children of their representation

Lovel. 66th. 1st. If there be no children, then to the next of kin & their

7th. legal representatives. No representation in a direct

among collaterals beyond brothers, sisters &c. This

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The English Law of distribution of personal property has been adopted almost verbatim in nearly every state. It will at once teach us the law by reading the statutes. The principle which governs in case of personal goods also on the distribution of real property.

The Statute provides that a man's estate at his death without heirs, when his debts are paid shall be distributed to the children or their legal representatives, to the exclusion of every one else. If in default of these to the next of kin or their legal representatives.

The only difficulty is in ascertaining who are next of kin in the true sense. The property is to go in equal shares to all who are in equal degree one general rule.

The construction of the word of kinship or relationship. Under the Statute is always by the Civil Law.

We have adopted this method because the Law adopts the construction of the Statute of 21 Geo. 3. Under this method was also adopted. Besides, we have adopted their method. Of course one to use them.

In the same, in which our ancestors understood them. The reason why the Civil Law method of construction came to be adopted was those who transact the business were ecclesiastics. Of course attached the Civil Laws.
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When in our statute we adopt the language of our English statute we are to understand their construction of a meaning
that cannot otherwise be explained.

The term ancestry is to be understood that it
would be needless to go into particulars in using it. It thus
collects the degree of kinship in one common ancestor.

Count up to the common ancestor of the person claiming
at down to the kinsman that number is the degree of kinship.

The distributive shares rest in the kindred of the intestate at his death. Of course, are transmitted to the

2 Barn. 429. - The claimants die before distribution

The distribute their estates in kind in a like manner, under the statute of distributions. Distribution is
made until one year after the death of the intestate.

The personal estate first goes to the next of kin, in the descending line, their next representatives,

or to children of their issue in infinitum.

So long as any of the stock remain in any

of the kindred degree the estate goes for infinity.

But after the stock is extinct the estate
is distributed for capite et non for capite.

Some construe that the distribution in the case
Executors & administrators

is for Harrow... 26th April
21st Dec. 459 -
12th Nov. 282 -

Of persons equal in no preference is given except that those in the second line exclude ancestors and collaterals of the testator degree.

The principal in a monastic cell consists of the master, vicar of the fraternity, and sisters. Beyond this kindred can claim in their own right, only the free relations of the brothers and sisters of the deceased who are dead, or a part of their children are. There are those whose relatives who survive shall take the whole, to the exclusion of the grand children, which, the propositors, i.e., the executors of the grands children of the brother, have placed in a higher degree in the same rank with the brothers' sisters in the distribution of personal property, depending their relation degree, but this is only when there are brothers, sisters, or the children of the other living. If all the brothers, sisters, or colon the will take with their children & they have representation before them.
Executors & Administrators

If the keeper in the same rank as a living brother.

Is the distribution of personal property no

and the distribution of personal property no

Distinction is made between the whole and half. But

Civil law which regulates distributions regard proximity

And not the quantity of blood.

If the father, the son, deceased the living then

mother takes nothing because a father the might take

would be the husband. If there is a divorce of the father

and another an uncle is his relativity for financial reasons,

The son here has his father's mother, it is doubtless whether

the mother is entitled to one thing or not, but in the father's

right to the personal property has ceased it would seem

that she has a good claim on principle. If the

divorce were only a measure so, she could no claim any

of the personal property of her children while her husband

was living, because the husband's right to her property

will continue as after her husband's death she might

And in all cases where the marriage was not at all

void, she is entitled to a share after her husband's death.

Children in pecuniary are mere are considered as incapable of taking property according to the rules of

descent distribution in favour though infants can

injunctions might be granted to stay waste.
There are the rules which are to be observed in the construction of the two last statutes of distribution. One thing more is however to be observed a little further, for example, if the son be about 130. The Grandfather is placed in favour of the children’s sisters when they are living. There is no satisfactory reason given for this, even by Lord Sandwich, who would say, only one out of seven was new one - but the question would make a figure in a court where there is no statute regulation to govern. Generally statutes regulate this.

It may be useful now to attache to a few cases of distribution:

I. D. died intestate, leaving children in the descending ascending collateral line.

1st case. He left £ 6, 316 10s. 0d. to his children. They take at joint heirs in equal shares.

2nd case. A was dead leaving children B, C, D. E. B was to take as before each a third of £ 6. I take the other third together, viz. what a third father would have taken in, they each take ⅓ of the whole. E, representation.

3rd case. B was dead, leaving C, D, E. 2nd B’s children to take ⅓ + £ 5 ⅓ as representatives of his father B. + D, C and each ⅔
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1st case - C. also was leaving children B. J. K. - 268 0 0

C. J. K. each 1/7 of the whole as capital, being

in equal shares.

5th case - as the second only 2 was dead leaving 3 will

not take each 1/3 + 5/6th x, 1/4 as representative.

6th case - as the second C. & S. were dead leaving 4

there are children V & C. - 3/4 take each 1/3 - D.

+ 1/46 1/4 each

7th case - if his children & grand children were all

dead the grand children leaving children in unequal

number - then they all take in equal portions per capita

next of kin.

8th case - as the first only C. left a wife, wife to 1/3

A. B & C each 1/4 of the whole.

9th case - A. I. left neither wife nor issue. The children,

living were Reuben older his father May his mother.

Eben Dick older his brother & sister John Thos. &

Pam his uncle & aunt George A. is named in will.

Simon Older his grandfather & brother great nephew.

Their father takes the whole.

10th case - same only Reuben is dead. Distribute

on the 1/3rd. Had none been made also as

that statute requires. By that statute, Mary would have

1/4 of brother & sister. Had that statute never been made

Mary would have taken the whole.
Executors & Administrators

11th Case - May is dead also. Distribute all their real and personal estate according to the directions in their will and as directed by the Grandfather. If there be no decision then, the Grandfather shall decide. If the Grandfather dies first, then the Executors shall decide, and decide between 2 each of the Executors: to take 1/3. 12th Case - Solomon is also dead. To: John & Susan each 1/3. Dick & Sally each 1/6 as representatives of their sons.

13th Case - The same only Dick is dead leaving 2 sons. John & Susan each 1/3. Dick & Sally each 1/6 as representatives of Dick.

14th Case - Sally is dead leaving Dick & John. Susan and Dick are dead without issue. All to Dick & John. George & Edmund & Jonathan each 1/6 per capita.

15th Case - The same - but Mary is living. Douglas 1/2. Dick & John each 1/6. Mary each 1/6.

16th Case - Same only Mary is dead. To: Solomon & Dick. John to take the whole.

17th Case - Same only Solomon is dead. To: Dick & John.

George & Edmund & Jonathan each 1/6 per capita.

18th Case - Jonathan is dead, Dick is also leaving G. B. D. & George & Edmund each 1/6 per capita.

19th Case - George is dead leaving Wm. J. & B. C. D. & E. C. D.

20th Case - B. is dead leaving R. & J. B. C. D. & E.
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D. in real estate 612. E. in real estate 281. T. for W. H. in
real estate 6, Edmund takes 1/2 in whole.
21st. Edmund is also in real estate 450. Y. E. in
real estate 450. Y. to E. by power of sale.

Sect. 5th. The right of the wife to the personal property of her
deceased husband is secondary. She has a claim until
all the debts are paid. She has a right to the simple
interest distinct from her right of dower. Hence the property at least the interest is preferred to creditors.

(Advancement)

By Statute of Can. 2 every child except the heir at
Law, if he has received an advancement from the
father during his life, shall in order to be entitled
to a distribution have under the statute of distribution,
being what he has then received into his hands.

The following money is considered an advancement unless it was expressly to be.

By advancement to a child is meant something to set him on in the
world - a college education is in this country looked on
considered as an advancement to the child, not that it be
by the common law - any money thus advanced may be so
considered if entered on book as an advancement - the
rule just laid down under this head operates as an ad-
ancement only where it is in this testament or will.
Erectors & Administrators

This property - And therefore if he the intestate or a part of his personal property a mere advance by
the time need not bring such revenue
ment into estate for in order to have a contributory share
the land to which he died intestate

W. 2942. Sum 688. Payment is given for a marriage settlement
2 Dec. 490. E. 62. 243
2 Dec. 435 -- is an advancement to

I mean that the doctrine of advancement was
not prevail where a man has property of which
the assignment for which he was not notice in his
close.

Where a man gives a greater legacy to one
child than to another their intestate is to part
of the estate, this is not in the nature of an advance
which for an advancement must be made in the
time of the testator. The law demands that it be
distributed according to the Statute of Distributions
Stat. A. 1910. Personal profit is distributed as that part
of the general trust. I. In the collateral line that con
presents brothers & sisters of the whole blood their representation
selves to the estate, in equal degree. E. In other cases neither
other more to the line of the lineal descendants. In default
of lineal descendants a brother's sister of the whole blood of their own
representation, personal estate goes to the children - in default of the lineal
brothers & sisters of the half-blood of their legal representation,
the exclusion of the grandfather.
Duty of Executors.

The first duty of an executor is to make out an inventory of all the estate which can be ascertained to be subject to the appraisement of it by judicious persons under oath. After this, the executor must account with the board of executors for the property inventoried, and he is not liable for all errors to pay the amount of the appraisal. If the estate be sold for less than the appraised value, the executor is not liable for the loss; but if it was incurred by his own gross or negligence, none of the costs be thus his fault or negligence be it then liable on his bond to the creditors — in corporality. But if creditors rose in common for their debts, they would ground their action mainly on the inventory.

The will is the law for the life — for a man that has a dominion over his bond, so that he may dispose of it to whom he pleases after the death — I shall first treat of the life debt respecting the payment of legacies when all the debts have been paid.

A Legacy is defined to be a gift or bequest of particular goods or chattels by testament. The person to whom it is given is called the Legatee; as an extension of a legacy given may not be taken in any
A devise strictly does not concern a legacy, for it is a conveyance of property of a real nature. The right to use or control the terms.

A legacy of personal property is distinct from a devise of lands in arrear and is vested immediately on the death of the decedent as much as the property had been vested to the devisee. But a legacy need not be a legacy of land or personal estate, must join in some way deliver it to him before it can vest or continue it.

If the devisee refuses to deliver the devise or pay it, the devisee afterwards refuses to pay the devisee, the devisee can raise an action of trespass or breach of trust.

If the devisee refuses to deliver it up when called for, he is liable to his devisee, for the devisee from the devisee of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, of the devisee, 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Specific legacies are requests of things specific.

Receivable legacies are requests of sums of money made in general terms which do not identify any particular parcel of the subject or no stated mode of payment. The mere possession of the money does not make the legacy specific.

Specific legacies are liable to creditors before specific legacies are liable if there be not an adequate surplus.

If one legatee of a specific legacy is taken to pay a debt, the legislator whose part is not taken is not liable to give up his claim to make a reasonable allowance to the other legatee's share that has been taken. Suppose a case where all debtors have been paid by the executor, yet remain $200 in the hands of the executor. The executor must be disposed of the whole to the residuary legatee. The nature of distributions does not regulate this property for that would be to regulate property of a man who is "in testate," but in this case he is meant to dispose of the whole. The common law rule is that the executor must hold this estate, but it is a general acceptance of this rule in this case.

By the common law in "set" and "true" title it was supposed that no one had the equitable title.
of course no one could call it out of his hands. It was
indeed true, that the testator intended that the Eas should
have it, but this presumption has been rebutted in a
thousand instances. As when a large sum was given
the Eas by the will—The principle on which it could
hold it, was in truth, that he had it. The legal title to
it, it would claim it as a thing found. Now, the
Courts of Equity have adopted this rule: If they
can collect from the will itself, by necessary impli-
cation, that the testator had no idea the Eas should
have the estate, he shall hold it as a trustee. His
tribute is according to the statute of distributions.
When he has discharged the trust to debtors & legates,
he is then entitled to hold the residuum as the will
of the testator, which is presumed to be, that those
who are his nearest relatives should have it. When
the presumption that the Eas was to have it is
removed, he is then to distribute it.

In England, the law gives the Eas nothing for
his trouble, if there is nothing given him in the
will. There is a small residuum, he will have it.
But if there is a reasonable legacy for the Eas,
In the U.S. States generally, the Eas is paid for
his trouble by being left a $10 in a $10,000
legate. He then can have no difficulty in possession.
Executors & Administrators

As should have the residuum

1. Law. Then the Upd. holds the simpler absolutely.

2. Page 40. In Equity, of a Labor of an instituted such in the assumption

3. Act 226. to rebut a presumption in Equity which arises against

4. 2022 1124. 671.

5. 691. 587. 314. a construction of the. So fraud proof may be introduced

6. Act 220. 68.


In one case a man made a will & gave his estate

8. principally to his remote relations & to his near relations one

9. telling each. There was no residuum. In this case it was unreasonable

10. the testator did not mean his near relations should have it.

11. It was continued that the testator should have it. So I confess

12. it seemed to me. But the court did state a distribution to the

13. means of the relations.

14. The next which inclines me, present itself in the

15. case where the estate is not sufficient to pay the debts &

16. legacies. Here the testator in the first place held

17. debts & the must pay the specific legacies if enough

18. remains, for they have precedence of the ordinary legacies.

19. if the ordinary legates can be paid. But in so case - But

20. the specific legates are a real which the ordinary legates
do not. For if the article bequest be then be lost their

21. legacy is gone without remedy, but if a specific

22. legatee loses his share, all the legatees have the loss

23. Then was a curious case of a specific legatee losses the

24. monies. When Test Royal in France, was marked a specific
Executors & Administrators

Legatee lost his legacy thus, but the intestate estate of the

Country was bare. The Court however in this case determines

to take most for the whole.

There is a particular kind of pecuniary legacy, which take rank of all specific legacies: as when a man gives all his real property, and money, cattle &c. &c. to A. and directs that

he shall pay 5000. Give the executors the produce of the $5000. If we made it to buy the $500 to $500

in yearly payments to A. The legacy is specific to B, pecuniary

even so the latter takes each of the former.

Again, if a case where the specific legatee were all

left 5000 and 10000 remained to pay the pecuniary legatee to A. But

who were each by the will to have $500. The $500 must, mundi,

divide the $500 between them equally.

This in a case where there are no pecuniary legacies

but the specific legacies can be taken, but one which is

willed to satisfy a debt, that legatee must lose the whole.

The heirs will not be obliged to contribute. (Quod)

The case in which legacy he will take. There was one

decision in Chancery that all the specific legatees shall

Contribute a part. I think with the elementary writers

to be the best rule. All the other decisions are against

it.

Courts upon the principles of the common law

is not obliged to keep legacies without a Court to refund

any debts should afterwards appear.
Executors & Administrators

A legacy can be in a form that they cannot get the money. They will lend it, and in long awhile accounts and demands must be exhibited within a limited time, so in many cases there is no difficulty on the score, but in any there is no time passed on beyond which an account may not be exhibited for payment to the Testator.

Where a number of personal legacies are given to the Testator says to State have his at all events, first charge falling short of paying the whole, he must relate with the other instructions given. Now the rule is that the rule of the testator shall govern, unless contrary to the rules of Law. In this case it would require to one personal legacy to another, hence any expression of the will make no difference.

We may take a specific legacy to turn it into money when it becomes necessary to pay debts on a date it is matter of evidence to be done.

Lecture 8th. When an Est & in case of all legacies & debts, says the legacies + one debt remains unpaid, he must, to satisfy of some way that out of his own, what he has his own folly to pay all the legacies before all the debts.

If the Est suffering that there is one or the property from all the legacies, all the debts but one are not assets fail it is said he will have relief in equity, that he will not unless he was ignorant of the debt, took no bond of the legate.
Creditors or Administrators.

When a Legatee is made by a testatrix, the Legatee to receive the Legatee, but they would not afterwards to pay the Legatee, for the Legatee must have known this.

Again, the Legatee, had the testatrix known to get a Legacy of the Legatee not knowing the existence of the Debt, which premises, notwithstanding the Legatee cannot bear, has it under the direction of the testatrix, the Legatee must afterwards, when it is discovered the Legatee is not obliged to pay from his own property, but as was more properly, the Legatee not knowing of the Debt, the Legatee, thinking the estate is amenable, pays all who are able and the creditor, and it is called for. If the latter, are exhausted, he cannot compel the Legatee to receive, under they have given the former to the Legatee to receive, unless they have given the latter to the Legatee to receive.

The Legatee must lose the whole for there is no law of which there have been cases which can warrant the interfering on the Legatee.

However against the Legatee is not made, in one way, the Legatee cannot come upon the Legatee, yet the creditor may complain the legatee, yet the creditor may complain against the Legatee, when the Legatee that must should go to pay the creditor, if they have got into the hands Legatee creditors may pursue them.
 Executors & administrators

There was a legacy that was subject to a 6% duty. There has been a complete revolution in the law upon this.

A man making a will, subject to a legacy to his children. The executor accepts the legacy. If a formal condition that the debt was
satisfied is to carry the rule, it was said to be the testator's will.

A few cases involve the legacy. In one case, A accepted the legacy to determine the debt. However, the Chancellor said in the case that he should recover the debt not withstanding the rule. The case was not decided in the testator's will.

Another case was where there was no general

The debt was to be paid in six months by the testator. The Chancellor said that it must be recovered. The debt to be paid. There also came a case where there were points concerning it. It was held that the legacies were not to be paid until the first debts were paid. According to the terms of the will, if he recovered the debts, they should be paid.

But then a case arose where the two points, being concerned. There was no clause in the will directing the payment of the debt. It was held that the testator's will was a natural one. Where the testator left, in another case, given the estate, the chancellor decided it to be paid, called it an anomalous case.
And again in another case it was decided, that in deciding on the intention of the testator, the legacies shall go in satisfaction of the debt, and should be otherwise considered. The same holds true of the authorities. The given sums not to support the estate, or pass away down on first reading, but the court or where any sum not to agree to the use of a double partition, with regard to that the testator it was.

**Accumulation Legacies**

When a man gives in two different places in the same instrument the same sum to one person, he shall take both one of the same amount. Provided the same sum be given in the same instrument, to the same person, he shall be entitled to double the amount. But if the same sum be given in the same instrument to two different persons, the legacy will be cumulative. The legacy takes the whole - if the second sum be in a codicil or there are three or four codicils to the same, each giving an additional sum to the same person, the legacies will take the whole. The legacy is cumulative. If the same is to the instrument were separate is the intention is evident. Where the legacies are not cumulative, in case two are given in the same will, words of the same amount, the testator is supposed to have forgotten the first.
Executors & Administrators

When one gave a note to a person another gave for same sum to him in a will he died to know the note. The other
question came up whether the was in two instruments. Should
be cumulative or not. The Determination of all points which to
note will end there is a tedious.

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In some cases a man made a will to give a ship to the Heirs of his relations in which he stated the ship he intended to give them. He died leaving the same will. The legatee took possession of the ship assuming that the ship was the same. This was disputed as insufficient to identify the ship. The Heirs of the legatee said the ship had been reblotted and another built of the same name. They urged that it would have been otherwise. It is true it was another, but the legatee learned no other built in the same year, it would not have been the legatee. A man gave in his will a barn of a certain size which was in the Heirs. He recovered it and the barn at the end of 10 years. The barn was given in the will to the legatee. The legatee brought an action for the barn at the court said he should have it the court of what there was when the will was made. On principle, I cannot see that he should have the barn. The barn was not of course built elsewhere that barn. Also frequently give in legacies notes, acciones, and against their debtors, as I give the legatee bond for it. If the testator, while living, afterwards recovers the amount of the note, it has been said that it may be considered as an assumption of the legacy. That is if the bond is paid voluntarily by the debtor, then no assumption of the legacy.
The distinction was taken that if the testator said to claim the amount of the bond, in case of an admittance that the note is now qualified to make them. If you can account for the bond by any reason, I may still suppose that

\[ \text{1908} \times 35 \] he did not intend to do so, it will not be considered

for an admittance, as when the Debtor was about to pay

or where testator owed it was in would the sum of the

so that you Voluntary & construction it was for

little—

Then follow several lines of a description

Testator recovered from his sickness in which he

made the will. Over the same thing in his life time, he

was to have been done under the will, the same admittance

for when it was about to have a daughter married in a

line. The various gave her the will. I gave a afterwards recovering at

the money he gave her. £500 in his life time, a dow

of nothing express and years containing in the description.

\[ \text{1808} \times 35 \] a man made a will. I gave it all to wife of an

equal sum of three said I gave seven thousand £500 to my

friend son to build him an house. He recovered, during

1809-95. His life he built his son a house of more than the value

died leaving the will, the use determines the admittance.

When a man gave by will in his lifetime £500 to each of his 3 children, afterwards purchased a complete commission for one of them, it was determined that the re

was a satisfaction for costs of the legacy.
Executors & Administrators

In line with the intention of the Testator, what sort of a will do you have? Is your will in the form of a will of personal estate? The whole, which the law provides

Lecture 9

When a person devises in general terms the whole of his personal estate, the whole which the law provides for,

that at the time of his death will have law without any reference to what he has at the time of making the will.

But it is otherwise where all over the property

is devised, for in that case none power by the will, but in that devises interest at the estate of the will. The intention is to govern; but the rule of convenience has established the principle

as it respects personal property. The testator

knowing the law if he designs differently can mention it in his will. But I think the rule has been extended in this case rather than

necessary requires.

A man makes a will of specific part of his personal property in general terms, the whole

of that specific property, which he has at the time of his death, will go by the will; as a testator

Real property may he made to pass by a will

made 10 years ago, which the testator finished in the making.
Executors v. Administrators.

Of the will, if the will has since the purchase been re-published: for the will speaks from such time, as the language of the will is not explained by the re-publication.

A devise is sometimes limited in the will to a time extended beyond it: as where I live in 12 years ago, at that time made a will treating to the corporation of £100 in these words: "I give £100 to the town in which I live." I then removed to A, where I died: here the grant is evidently to the town of B, but had the will been published in A it would have gone to the town.

But the greatest dispute which has arisen in a case where the testator said: "I give to my children 2,000 each" did he mean those unborn as well as born? Suppose after making this will he has as many children as he had at the time of making it, some one objects that none but those who were in being at the time of making the will should take under it: other say that all should take equally. But suppose a stranger gives to the children of £2 each £1,000: in this case it is agreed that he means only those in being at the time of making the request. The current of authorities is that the father meant only those in being at the time of making the will, unless alone, the language, the circumstances, of the testator...
Executors & Administrators

Rev. 405. — The discussion. Judge D.' opinion is against the consent of authorities. In the letter of Logari, not given in a present all the children should take care only, since the parent is bound to provide for all.

And as a notice to men, has been made in recovering a will to lose the matter. And having a will which are not the will or a stranger.

In the estate was given to two persons who

Rev. 405. — who were born after the bequest came in for a share, all taken by capitila. In such case where there are no children, such estate shall go to the grandchild or

the testator fail. Where the will can then I gave to my relations, in most respects, if it will be divided among them according to the statute of distribution.

While in some in the same manner your estate will be divided in the same manner.

Next to Lapsed Legacies

A Lapsed Legacy is one which cannot be taken by the legatee, but sinks back into the residuum.

A retrod Legacy is one which above out of the legatee, and the representation of the legatee

is changed.
Executors & Administrators

...
Executors & Administrators

The Eng. Court of Chancery has declared, however, that if a legacy is given to the tenant his heir in the life, and the tenant is to be held in trust to the tenant annually, it shall not be so before the tenor because the intention was present.

There is a man said to have given to his children so much; then "from one, give it over to the other." It was said that the meaning was of two the same.

Thus was a case where one at 60 died, but it was given one on the deceasings, from one, the Court will transfer the legacy upon the deceasings. "If any, the before 21 or before 21 again?"

As a Legacy in share to whom lands, and the Legacy was more 21, thus been confirmed to 21st without legacy of the more. What land?

Lecture 10th

It's a general rule in all cases of grants if the condition precedes the grantee, he cannot take the property until the condition is performed.

But it respects with the law is different, for if the condition is illegal it need not be performed if the Legacy will next, the distinction between precedent & subsequent conditions does not take place in the case of will. The law in this regard is that a moiety to those bequeath who have been entitled.
Executors & Administrators

Some marriages are with particular reasons, and where a
Legacy is given to one on condition not to marry a
particular individual or those of that condition. If
Legacy is good. But the condition is frequently
relates to the will, as where a Legacy is given to
next, or on condition that he will not contest the will.
Here the Legacy is good, if the condition is void.
The cases which we found in the books are
principally those which impose restrictions upon marriage.
A Legacy given to one on condition not to marry
another at all is good if the condition is void.

It makes no difference in the cases whether the
Legacy is given one to another; if the first condition
is broken, the last is void. There is one exception
to this rule found in the intestate, which, if broken, is
supposed to have in his wife after his death two
children by him. In such case Leguine Legacy
to her on condition that she do not marry again, the
condition must be performed, or she cannot take the
Legacy. Had a Legacy with such a condition been
given to her by a stranger, the condition could be
void, for she has no interest in her husband children.

To take the condition being then the interest
in the wife of her Honor, I have the above by her —
Vestiaries of some kinds may reasonably be in
ferred by a condition in a Legacy as where a Legacy
Executors & Administrators.

It is given to be void if Legatee marries, or if a death occurs. The condition has been adjudged reasonable, so when the recipient of a son from marrying before he was 21, one who has no interest anyway in the bequest may impose such a condition on his devise.

In a place where one shall be married if the widow is then that these might be a valid condition to that a daughter should be married at a particular mansion house. The condition will be of not unreasonable. The reasonable term depends on the statute.

In one case the Legatee was restrained from marrying one of a particular religion, for reason the condition was held to be binding.

There is another sort of cases distinct from the proceeding, as where the condition is that the Legatee shall not marry without the consent of a particular person or persons. Now in this case, if the Legatee is not given over, she may marry without such consent for the condition is void.

2 Ven. 298
Nov. 147.
12th 503.
Rec. 2nd 365.

The last Legatee will take.
What words constitute a Legacy

There are no technical words indispensably necessary as in the case of a Deed. In the will nothing is required but the intention of the testator. The words in this case concern the words given a Legacy. The construction applies to devises of real property also. If the words show clearly the intention, it is sufficient.

But the same words will have a different construction when applied to real or personal property. Where the testator says, I give my horse to him, he means the testator the whole property in him. But if he said, I give him to him, he has had an estate for life.

There is no reason in the nature of the case for this distinction. But there was a period in the law, during which real property could not be given but for life. The devise of an estate for life would hold it as long as he could live for life. It was so understood of course.

In some cases, one would conceive that one estate would be devise for a longer time than the life of the devisee. A longer interest could not arise, make the devisee, indication that such intention was there. Sometimes the devisee was left to the testator to give the devisee an estate for life. The devisee to give an estate with the land.

The intention of the testator may be collected not only from express words, but necessary implication, as when one gave £500 for his coach. It was clear that he intended to give the coach also. In a case where one to his will gave £500 to his, there was not the £100 which I give a device was for. It was decided that were c
EXECUTORS AND ADMINISTRATORS

words or diminutions are used that take away the whole from the first legatee, it is a whole defeasance of the devise. So it appears to me that the Testator directed the £100 to be an equal share to each.

When a devise is made of a particular thing, described to be in a particular place, it is not there found, as Esq... a particular drawer, the Legacy must lose it; the Legacy will not be taken from the rest of the estate.

These are your money are disposed of at the discretion of the Testator or the discretion of his Executor. Where such direction is abused, Chancery will in some cases interfere to prevent the abuse. They are tender on this point.

Thus, this leaving a daughter by his first wife, and by his second wife, I beg, about £100 to be paid to his daughter at the discretion of his wife. This discretion ought to be exercised in a rational manner by it, with the being paid as trustee. But, if giving the money to the daughter alone, the Legacy, in the event 'she had betrayed her trust, she is a vigilante, as in the event of a violation of her part, it would have to be as trustee £100, to dispose of it as a particular writing. Contained in the main, if the desk should direct. The writing could not be found.

The question then was, whose was the £100? The legal title was evidently in the trustee. If I see and lead he should have kept it on, that legal actions, as there was no one who could call it out of his hands.
But I was not informed that he should have it. Why this description? Is he not under you the mere owner of the property?

A man desired to pay legacies in the manner I gave him to the sole by legacies, I have taught a £400 to my daughter, A £400. I to my daughter B as much as my real estate will bear. Upon this basis, I have

at Chancery an application of Greene ordered him to distribute the remaining £200 equally, i.e., that the daughters should go where her lease it would.

I have reason to execute how far the common law

declines in the county by construction.

Where lands are required to discharge of any debts we should suppose that the Testator meant that his personal property should be revenue from the debt to be disposed of by the statutes of distributions. But in Equity, lands thus devised cannot be sold to pay the debts until the personal property is exhausted. Their construction of the will is that it was given only on condition that the personal property failed. If bonds, bonds thus devised must be sold. The executor will of the Testator is to go over all against the rules of Law. The English Law presumes the heir extremely which was the ground of their determination. But even then, if the Testator expressly directs that lands shall first sell, land to pay the debt, and the balance of the

must do it. If bonds are devised to pay debts, legacies in England of the creditor exhaust the personal property in the lands of the Testator. Legacies can compel sale of the lands,
formerly a life personal estate is once given he loses there could be no limitation of a remainder interest, for by the usual interest passes to the owner. The use could not be given to one or the fee to another.

But now in some instances under some kinds of personal estates may be given for life with a limitation over in fee, in such cases it is necessary to state the words must be of a durable nature. But whenever the thing is given without in the way by the first words the remainder man is necessarily defeated, for there is nothing left for him.

It has been a question whether money can be thus limited over, as in a case given to an executor. It was said to give him but the use of it for a term.

But suppose the 30 years would not be about one the money. Then with was to give him that the should use as much of the gift as was necessary for this purpose of that there was a reserve at his death the functioner or remainder man should take it.

Personal estates cannot be mortgaged, therefore, the principle of being so would be much to the injury of commerce. If a legacy of personal estate is given to a for life, remainder to the eldest son, this remainder is good but if it had been to a remainder to the heirs of B by the limitation is not good. Why not let in this case take it forever. This I think must be the intention. But the rule in such case is that it takes the whole...
Executors & Administrators.

Donative causa mortis

A donative causa mortis is a specific present made by a person in contemplation of death.

The property must be specific to the beneficiary. The gift is conditional. If the donor recovers, the donee is not entitled to the property.

How does this differ from a will by form? What is it?

The donee might be the sole heir, while the property is conditional on the donor's recovery. It is a specific present in what manner he pleased by some condition. If the condition is that he shall recover, it must be made in his last will.

The property should not be taken until the death of the donor. Otherwise, the donee might take it, and yet not be entitled for it is not incurred in the sense of creating a trust to the donee.

There must be something done equivalent to a delivery. A tradition or an actual delivery must be made. Whatever lies within whether a chancery action can be given donative causa mortis. The difficulty is technical. These in action are not held personal at common law. The donee must take for the

action must be on the name of the last of course not the donor's. Therefore subject to his control, if he may dispose of the estate otherwise. It must be under the conditions at the time of the sale or otherwise. In the opinion of the．

...
Executors & Administrators

make no new inventories of the things bequeathed to them.

The Testator'sExecutorsof bequest, that a new inventory

Close to the Legacy is to be paid.

Where the time is fixed by the testament, there is no question.  
For it should be understood that the estate is to be settled within the time of payment, and that the time can never be completed.

Where a Legacy is given to be paid at a future day, say to a child at 18 to be paid when of full age. In this case where the Legacy is vested, if the child dies before that time, I have an appointment, he must wait until the Legatee would have attained the age of 21.

Where the Legacy is given over to another, if the Legatee dies who was to take at 21, the second Legatee or 

the man will take immediately, if there are no words of restriction, as "I bequeath to A £100 and £100 at 21, and all the estates to B.  If B dies at 21, B takes immediately."

This is supposed to be the will of the Testator.

Interest to be paid on Legacies.

Interest is not to be paid on Legacies, regularly, until a year has elapsed after the death of the Testator, so that the court may be a Legacy will bear interest from the date of the death of the Testator, reckoned on interest from the date the Legacy was given.
 Executors & Administrators

death of the legator before the demand of the legator. Hence, the legator may sue him before he calls on him. But notice must first be given to a Treasurer for he is not supposed to know there is a debt until he has been called upon for the inferior call or line. The Treasurer is to be of a debt is computed, if the ground between a treasurer & a debtor.

Here is one reason why in the Books where contents the legator should have been paid interest. He was absent for a long time after it was due, interest therefore was not allowed.

Evidence to the rule concerning judgment of legacies where as given to debt 21, on interest generally the legator is to be interest for each time at the account for his principal interest. The legator cannot give it out as a demand upon a legator if he borrowed a time under 18 months. If, not the date, the legator ain interest. This depends on the fact whether he is obliged to look up. The legator from the time of the difference ought there to be between the will & the legat's lying the time? It has been decided both ways. Where legacies are payable at a future day, & not mentioned to be on interest yet they are on interest as soon as the other legacies are for not demanded.
A legacy is given to a child of tender age to be held during the time of the marriage of the power or of the infant,

2 Vent. 344. to maintain him or her in his maintenance set out in

Stat. 329. from the end of a year - and is not to be raised, the infant

2 Vent. 346. but deposited - for the second or common law - it is to

maintain the child till of age, or any other time, and

there is another class of legacies given to any one - it includes all those where something is left at

the time of the legatee's marriage - and is to increase in education

as where a legacy was charged upon stock, and the

stock yields an annual rent, or, in any case, shall

be allowed on the legacy. So in case the legacy had

been of stock, or in any case, where the infant at the
time the legacy was to affect it yields an annual rent or

profit - in all these cases, interest is to be paid with

the legacy from the time of the death of the legatee.
The idea is that the thing itself with whatever rent

and interest be paid.

A Legacy is never barred by any Act of Limitation,

Pac. 45. 240. Length of time may raise a presumption but presumption

is not a ground of Limitation.

Pac. 5. 232. A Length of time after a prescription which lasted

2 Vent. 214, 184, a note before the statute of Limitation, had been against it,

that in the same having been repeated from 1735 to 1751,

I know not how far the common law rule with respect to an

or inaccurate legacies obtained

in this country.
 Executors and Administrators

An execor cannot say an infant licensee is a further
guardian voluntary or without a decree in Chancery.

The common law principle is that an execor is guardian to
an infant quoad the legacy until the attaining of age. He
then he cannot fore it over to free himself from liability
until he attains mature age or for some other reason.

As before observed the aspect of the execor is necessary to
vest the legacy in theDonee. The question then arises that
is accept? I give you joy for your legacy is by no means accept.
the it has been contended that it was. There must be something
really essential of the execor accept if the legacy is to take.

A legacy may be reconveyed if execor, if debts are said
do not remain, by suit in the common law court, or there the
execor assume the jurisdiction or account of the execor is
being a further, even whom of every class than the jurisdiction.
the is some species of legacy over which than the exclusive
jurisdiction where a legacy is given expressly to the party of land.
by this execor shall alone can confer a sale of land as
by the execor with the execor, has no right to sell, the sale.
executrix courts cannot compel a sale of land.

Where a bond has been given by an execor for part of
the legacy it is a question whether effect to recover the remainder
must be had to a common law court? Before taking the bond
the execor was to exclude himself or than at court. The legacy in this
charged by taking the bond, said is undoubtly to be brought at law.
Not suppose execor gave a bond to perfect a non if the legacy be not paid
at particular time this does not discharge the legacy. But it is only
an additional security it to the party. If by innuendo I may be told as
Lect. 12th. When it is brought up in the ecclesiastical courts it must be for the legacy itself, not for the reversion. The demand to buy the legacy must have been in consideration in order to its validity. It must be declared all the more necessary only except made in writing.

If a legacy is charged upon funds the funds must go to the legacy. It must be paid over to the legatee when the letters are due and it must be paid over to the legatee who holds the fund. Such a legacy is not a legacy. In Court, the recovery of Legacies is never barred—before the Court or Common law Court—so for any other cause of action I know no other than in a common law Court.

Where the legatee cannot be properly taken in specific legacy and, without such action it cannot be. New claims for damages in an action of conversion in the suit for
Be done in— I do not intend the Act of 1821 taking a
Secumary legacy the act does not make any difference in the
Legatee's rights of action for in such case gives no
Right of action as the legatee could never show what part of the
assets the legatee had advantage that he should take—When an Act is said it wants to make a defense to
may under the general issue. The administrator will
in evidence any thing he may think to be true of it
say to buy debts to specific legacies that he has not and to
above to pay the legacy legacies that there remained enough
of the fund of the specific legacies say that he made out
the 14th, which continues to that date. This is a plain commitment
Plain administration is no plea with respect to demand of debts, no evidence
of the action itself fact of the demise.
Executors & Administrators

The Estate is liable not only for debts but for what
the assets would have amounted to by prudent and good
management. In what is lost by mismanagement it is
liable on the bond for a breach of it
of the payment of debts.

If the Executor or Administrator is liable for the debts of the deceased
as it is the interest of the estate to know, the
extent of assets. There is a distinction between legal and equitable assets. Legal assets consist
of the personal property of the deceased in possession,
or in which any one had a possessory interest. In this
case, if one sues for negligence or damages, all has chosen
an action on account of negligence.

Equitable assets are such as the estate itself
cannot get without the aid of the Court of Chancery
more correctly now, they are all those in which it might
choose to act if the Chancery is petitioned
or when a man devises lands to A to pay his debts, and after
the estate has exhausted all the assets, there
are remaining debts, the lands,
are sold if in default without the intervention of
Chancery. The amount, shall of course be equivalent to
the value of the land. In equitable assets,
legal assets are to be paid out to the creditors, according
to their rank, i.e. to special creditors, before to
simple contract creditors.
But where the assets are equitable and the creditors are on the same footing, each one must have an average part, the simple contract creditor being on the same level with the priority on bond creditors. If the bond creditors have been paid, then the debt is to be paid to the equitable assets, the simple contract creditors will have half their debt, then the remainder will be divided in equal shares among them, on the ground that whatever was in the Co. as a private

2 Ves. 744.
Dee. 50.

Dee. 50.

individual, which would not rest in him as Co. are equitable assets, whatever rest in him as Co. are legal assets.

After all the personal assets are retroactive there must be a thing in real assets, which are liable to no assignment.

differently, debts, but such creditors are not at liberty to resort to the fund, for they may go upon the personal assets. The simple contract creditor cannot resort to the fund. What then shall they do when the judgment of

fictitious creditors have taken out all the personal assets?

They go into Chancery, which Chancery grants

At Comm. Law, when the bond creditor has charged the personal fund, the simple contract creditor is in the same

Note: Stat. 4 York 1711, for the relief of Co.'s Heirs & Devisees.
Assets are liable to the heir in some cases. This is called marshalling assets.

As far as it respects legacies, the Law of Entail and the Law of Trents are the same as it respects entail law in some difference. The doctrine of priority is not known. One well known public debt, a Bond, a charge, a contract, a discretion are all in the same footing.

After the personal fund is exhausted, the second fund is created from a sale of the lands, all to be liable to pay the debts.

Emblements, which are strictly those crops which could not be produced without labour, are personal assets. Grass which is of spontaneous growth, is not emblements but a crop of Clover would be. To an owner, carrots belong to the land; it was formerly a meadow they were not. That in these terms are the answer to the invasion of the land.

There are many things attached to the freehold of which are now decided to be personal property as hedges, drains, firebacks, looking glasses, etc. They all go to the Crown.

A Bond is not a debt, until assessed. But the title goes to the Crown at the end of 2 years whether it has been paid or not. It December or not.
to show for the abstraction is that the law collects it.

When the debtor is not yet dead, or the debt is not yet
known, the heir or devisee of the deceased may, pending
his insolvency, sell such debts. He cannot, however, sell
administered debts until the debtor is dead, and if there is no
executor or administrator, he may not distribute it until
the legatees or devisees have

A.B. 3rd of August 1842

The rule is that the estate of the deceased is

This is a species of personal property, a pecuniary value,

The mortgagee of the mortgage

The mortgagee must pay the money

As to the law relating to priority, the first

Judgment debts and mortgages are on the same footing, the deceased,

A.B. 3rd of August 1842

The law does not give a

advisable, not a grave

The legatees or devisees

The mortgagee must pay the money

The law does not give a

advisable, not a grave

The legatees or devisees

The law does not give a
Executors & Administrators

In the case where a number of executors are on the same footing, all their debts are due may say which of them
first under some one has put himself by commencing a suit.

In some cases of these debts, the next may be a simple
contract creditor in equity, and some bond creditor for
how shall not have known of the Patton. In such cases, if there are no
judgment creditors, the next might have known this.

There is one other. If the personal creditors are, it must be
complied with all creditors, as voluntary creditors or those
from the testator's personal creditors. If this
were not the case, the simple contract creditor might
always be defeated. It is, therefore, a necessary one.

Such a voluntary creditor is to all others and occupies
a middle place between creditors and legatees.

If a case where the O's approves a bond, then given the
voluntary and the simple contract creditor, and that it was
voluntary, then the O's may file a bill in chancery to compel the
purchasers to litigate those points. He is justified in withholding it
until the point is practically settled. The theory is, that the party
is not justified in

In the defence, when the estate by a
creditor is unjustly raising the estate to so much

Judgment of the balance, debts are so much, of the amount to the whole
sum, that he is bound to pay the simple contract creditor.

I conclude with pleading these administrators.
Before an administrator is appointed to personal property, vested in the Court which has some discretion in the selection of an Admin; and the law requires the said appointment to have been made to a competent person. Custom has decreed that appointing the next of kin in the descending line, where there were two equal degrees in the ascending line, but it would not be contrary to law to appoint one in the ascending line, female as well as male, may be pointed out of the next of kin to be a minor. The custom is to appoint one tenant in common whom the Court above.

If a person appointed refuses the said, may then appoint whom they please. If the above is before the power is executed any other person is appointed at the discretion of the Court. The above was

The reason given in the book why a minor cannot be made Admin is that he cannot give a bond, which is required of an Admin.

But by Law, an infant at 17 may be an Ex. in this case there is a bond required here, it will consistently with Common Sense, we must say that the law which says an Infant at 17 may be appointed an Ex.
C Poal that quadro a is which says an infant cannot hold itself in hand.

Now here it is necessary for courer to be given as where a legacy is to be paid in years since belonging itself to order. They may compel bonds in many other cases as where the court is suspicious that the donee is facting himself as having many creditors. But more especially if no cause for compelling bonds to be given of itself, these they are required in all cases died or poor.

In the first place the donee or adror is to make out an inventory of all the estate, to take persons to appraise it. In case the court appoints the appraiser. The donee or adror has to account for the articles in the inventory, but not certainly for the exact amount of the appraisement. The assets may amount to more or less. The object of the inventory is to know—
whether he accounts for all the personal estate, the
appurtenant or prima facie evidence. The value of course is found to be a
bona fide.
If the Act be not included in the personal estate in the Inventory, he is then liable on the bond
and on the Inventory.

The inadmissibility of a breach of trust in
undertaking the enumerated goods is liable because
for a breach of the bond or to have a plaintiff so
ad
ministered—three power granted to an Adm't are.
very often revoked when the Adm't cannot execute the
duty, as he ought to a heir after an Adm't granted
a will is found. But in such case what the Adm't
was done in breach of the remainder of the duty,
in the hands of the Adm't will be transferred to the
Perch of Adm't. The same of an Adm't to the
executor in the same as that of an Ex't. and the
ability to seat, in the same as that of a two Adm't can
appoint one done dies, the Power to continue to the
other in this is an exception to the general
principle. 'that a here or Power is committed by
two to a number they must all execute or one
one. the other execs.' If only one Adm't is left devise
he dies the Power ceases, but of one. But by covering
one. I shall perform the Power given by the will—
But the Court extended the equity of the Statute to such a case, I said that whatever injuries are done to the assets, subjects the lessee to an action in favour of the Estate or Asset as much as they had taken away the property. This construction has been the ground of the common law in this country, for without any statute on the subject we have followed their course.

When an Estate had committed a battery, he escaped the consequences by paying, for no action could be said against the Ex.; so it is as to Slaves. But as to property, which was wrongfully taken by the Estate, this cannot be recovered out of the Ex. or Asset in the form of an action eject; but the action will lie in another form, provided the assets have been benefitted. If the Estate kills the horse of another, two males, the assets were not benefitted, no form of action will give a right of recovery against the Ex. I see no reason in this, for the estate ought to be answerable for the damage.

118-1204. 387-388, 91-94.
 Executors Administration

There is a case in revouer to the Court very analogous. 
It goes to upon the Testator's liability to the Executors for any injury. 

The action against an Executor in the form of an action on the case, facts are stated just as they exist; in the value, i.e., the praise or blame in case of the difficulty, is merely technical.

If the specific goods come to the testator, which were wrongfully taken by his Executors, the testator on refusal to deliver them up is liable as any other person would be. An Act has nothing to do with the personal trusts of the Testator.

Where a man is made a trustee of personal property for a particular purpose, as a journey, before the voyage is taken, he may execute the trust in safety, if it is justifiable in withholding the property from anyone who claims to be the owner of it until he produces legal proof of ownership. But if the trustee should die, his estate cannot be compelled to fulfill the trust. But he must take care that he delivers the property to the right owner, and not to another person. If two demand it, let them litigate the right. But the trustee might have delivered it to the

Barter as the community.
Executor or Administrators.

Where a contract is made by or among as he cannot
be himself, he may retain the title of those of the same degree.

All chattels real & personal go to the Ex' or Legate.

There are however some classes of property in one of the
views strictly personal which nevertheless do not go to them.

Such as land in a bond for ever a lease with a right to
there go to the heir, &c. This is the most material instance
as real property. But it is said if the owner are to young that they
cannot fly, or if the heirs should choose to be out at the part, they
are then personal to go to the Ex' or Legate. Upon the reason of this

[punishment about them]

Leases for years are strictly personal property,
I am in doubt we have been in the practice of considering
them as real property where the leases are long as for
99 years. I never could leave the reason of this exception
longer than the lease, but there undoubtedly was one
at the time the practice came into vogue. A wife is
here endowed of such property which is analogous to
the consideration in case of a husband that he not
have his Courtney in them.

There was a species of estate in England by which
went to nobody. The inconvenience was then cured by
part renouncing immigration to this country or
"Tenancy which any 1st State have no regulation"
Executors & Administrators

This exists where an estate is given to one as a
for the life of another or B. Here if A dies before B
then was no one to take the remainder of the estate.
It could not go to the B, for B was not real proper.
I could not go to heir who granted the estate, for he
had been paid for it. I could not go to the heir, for
he can take no estate but a fee simple or free
hold. This is not an estate of inheritance. It could
not so hate because an estate must be of the whole
land of the property in the thing. I was this considerate.
The Statute law took care of this property entitled
it to the C. As law as this was made since we left Eng.
where we have no statute on this subject the
grantees must be in the same situation in which
it was before the Statute. We have no statute, but
the practice has been for the C to take it, to
get along with this one. It was not adopted the wording
of the statute of Eng.

Entailments of a Vestator are personal.

Property - Where they have by a Deed under some
thing is often concerning them they are considered as
real property.
Lect. 13th. There is one species of personal property
probably a kind of personal estate- namely,

this is the hereditary nuisance which is said to belong
to the wife. During her life the husband may dispossess
him in any manner he chooses. In his death however
it does not go to the estate of the husband, and independent right
to the first kind of her personal nuisance, viz, necessary
bedding and clothing. In a divorce it will be to the woman
viz. "usurps", which includes cases watch, rings, jewelry,

We have seen in a former subject what personal

and the distinction between the two kinds. 

Carnal nuisance cannot be severed away from the

wife, the third differs from every other kind of

personal property.

After all the assets are exhausted, if there

remain the wife is liable to be declared a second

kind in favor of husband. This is a second kind to

which the wife may resort, and not to be declared

it can never be taken in any respect, for the woman

prejudiced to any instant debt.

In their rights are distinct from the wife's

Thus, in the case of what above what the Law

gives her of the husband real estate.

334. 344 - Where the husband pledges the land of his wife

for a loan imposing the debt have aid of his estate

to secure it. The "R. S. S. S. E. E. R."
Again: Tullor a man should come to court when he has to pay debt, but the C. after deducting all the costs should take the homestead back and the wife will have the same right as the estate which creditors could have had on partition of the estate.

The same is the same where any real estate is given in trust with a lessee. The trustee does not sell it, the C. cannot touch it, but he takes the same homestead. The wife in such case the wife will have a right to go upon the land.

It especially appears. I have endeavored the answer taken on homestead, the may go up the land. In the specially the C. the right have done.

Counts: That if I have gone further. Upon application by the wife where she was demised was about to be taken by a specially creditor. While there was no substituting real estate have prevented them from going or the homestead of the wife to seek their remedy before them.

And whether they would want in any case special circumstances of the specially creditor would not be injured by it they would probably not attempt to defect.

And the wife never touch the homestead. Still the C. has no claims upon it. Then he is without deficiency of estate. More than C. for when the estate of any other person.
In some of the states the real property of the husband is
found after the personal assets are exhausted to pay debts. Here
arises a good question: Would it not be necessary that in such
states the whole of the real as well as personal property should
be exhausted before the will or administration is taken? Judge
of this, I say the

If any one claims that the estate has not made
a just inventory he may sue him on the bond, and he
must prove a breach of the indemnity, or the court must
contribute to support the action.

The question of damages is always a question of fact
where the estate left out of the inventory a part of the
property it turned to pay debts of the decedent. The
author may have been mistaken with damages, but he is still
liable to judgment for costs for having broken
a statutory regulation.

I would note, that it should be inventories, by
our laws, for the purpose here, what it has been. The need
only inventing the money when collected.

The estate is not answerable, to this rule, until
he has collected not for more than he collects. But
would say, even if the whole is a bankruptcy, that it should
be inventoryed to show what it contains. The estate has in hand
of the note, nothing when he receives, he may pre-

sent the note that will be sufficient.
Executors & Administrators

No body the Court is not liable to pay costs if he never got defeated & the parties no costs, in equity why should not costs be paid out of the estate of the deceased? It is because by the common law no costs were given in a suit, but the punishment when the Court was defeated was fine and assessment. A suit, first gave costs in one instance to show no money but more has been made giving it in this case, so that the Court is not answered in equity. But in a country where costs have always been put in costs in all suits they should in this case the 50% out of the estate. In some cases, even in quy the Court must pay costs, as when the plaintiff in his own name brings for him & is situated precisely as he would be in a suit wholly by his own.

Another privilege of an estate is that he can never be held to Bail as Court suit as his own must be by common. Thus was a case where a man in Quebec was imprisoned for debt being an estate the Court sued to recover for false imprisonment. The question was whether it was false imprisonment in NY, suit arising there. By the Court, the estate was not liable to the action & the Court, & that unless the estate could show that the Surety was different from the Surety which is shown here this Ban in all the States fraudulent.

Lodging of $100

Cap. & Son, Fort

An estate for fort is a person who voluntarily puts all assets without any authority from the accused on the ordinary does such acts as belong to the office of an estate or done.
In general, any unlawful intermeddling with the assets of the deceased will make a stranger an 'ex de son tort.' But whether it be unlawful depends upon the nature of the intermeddling. If one milked the cow or fed the cattle of the deceased as a neighbourly favour, this, being reasonable on the score of humanity, does not subject the stranger. But if he proceeds to discharge or collect the debts, this will constitute him an 'ex de son tort.' He is then liable to the extent

560. 93-4
561. 92-5
562. 89-6
563. 88-7
564. 87-8
565. 86-9
566. 85-10
567. 84-11
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638. 13-82
639. 12-83
640. 11-84
641. 10-85
642. 9-86
643. 8-87
644. 7-88
645. 6-89
646. 5-90
647. 4-91
648. 3-92
649. 2-93
650. 1-94

...
16th. An Exec. is answerable to the extent of assets which are the subject of inventory; where there has been any fraud or embezzlement of the property, a recovery may be had in an action for the breach of the bond. Such is brought to right of recovery is founded on a bastard bond in cap.

The condition of the bond, where one is given is to "invent and the property subject to administer, to account, and distribute according to the law on failure of any of these, the bond is forfeited to the legatee's right. If he does not pay the debt, he is liable to a suit like any private person. The execution will recover if he has assets or if there has been a bastard.

With respect to law suits, he may commit devaslator as well as in any other way. This is not ordinarily the case for he generally take the advice of the counsel. If the decision is reversed, it makes no difference to him as to costs for money or property will allow him out of the estate just his actual expenses.

Of a man's power to devise his leasing for years the position is debased by the elementary writers as not so broad as the authorities will warrant. I formerly showed that he might devise them to any person in the shut locks cases go farther. He may now devise a trust, remainders to any person on the
d otherwise to the oldest son of one now in use, a son to
take have attained full age. If the eldest son of the dominion
man is not born until 9 months after the death of his father,
he will take; so that years may now be counted
for the life of any one now in use 3 2/3 years after the
It would be of the policy of the Law to suffer a further
limitation as it would be creating a perpetuity —
A life estate may be created in a chattel interest as
in a lease for 99 years — the formerly differently held
this rule grew out of a more technical notion — to wit, an
greater could not be made out of a lesser a chattel interest
was less than a life estate the latter could not be made out
of the former — This was to boot Logic but the course of decision
have now settled it according to reason that it may be created
as never do not show a days live 999 years.

Wills

Of those things which disqualify men to make them:
The first is the want of discretion or a sound disposing mind.
When this is the case which is a discretion of fact depending
upon evidence, before the latter point the will will be
set aside — A madman cannot make a will — the age
may disqualify one — A lunatic may in a lucid interval
make a good will — The law has declared that an idiot
is not sufficient discretion to make a will of personal
property until 13 years of female according to
Eccentric Administrators

Some not until 17, some law time seems to be 12 or 14.
In some the time fixed by that is 17. They cannot make a devise of real estate until 21.

The ground of substantiating a will is different
from that of substantiating contracts. A drunken man's
will is void. Woman will always set it aside. But
if his bargain is made when he is intoxicated, they
will not set it aside. Intermeddle with it. It
administer, or those who wish to invalidate to show its invalidity.

There is some difficulty as to the proof. To prove
Jury or unamn or mind. The testimony of neighbours
is admitted. Their opinions with the greater of them go to
make the man of evidence.

Despite drunk persons, it is said does not ordinarily
make wills; but if those around them discover they
understand what they are about, the wills of such persons
will be held to be valid. If a man be blind, the will
which he has dictated must be used to him.

The case of contracts stands on different footing
from deeds in other matters. Where there has been
an unreasonable taxing or improvidence that a man
was not made a will contrary to his judgement,
if he dies in that sickness, the will is generally set
aside. But if he should recover, from the sick
and a sufficing to stand for years, to write then
his good.
In case of fraud by false representation, the will set a will generally where a man was deceived as to every thing except property, yet same as to that, I made a will, it was held good; for he was of sound mind and judge.

Persons guilty of treason belong cannot make wills of personal property. The reason is, it is forfeited.

Formerly there was a question whether an alien could make a will, but it is now settled that he can.

The last will in case of all which a man leaves is no worse than will. But if there is a repudiation of a former will, it will not affect that will of a later one, for it takes from the time of repudiation. In case of devise, if there is a repudiating clause in a later devise, reciting a former one, no repudiation will set it up. The it will when there is repudiating clause in a subsequent one. If there are two contradictory clauses in a will the last will stand.

Witnesses to prove a Will.

Where a testator subscribes a will as witnesses, they are good witnesses to it by the common law. For they are not by that law. If they discharge their duties, I should say they were competent witnesses to the acts of the testator. The testator here. I should say they were competent witnesses.
A will of personal estate is very simple. The name of the testator anywhere written in the will in Roman hand makes it valid without witnesses.

And it has been decided that when it was written in another person's hand writing, it is not signed, the will was good. I think, however, that signing is writing the name at the bottom of the instrument.

In the last case, it was proved that the will was written by the testator's direction. This may be done by parole evidence. Judge Reeves thinks it a dangerous practice to questions whether we should admit it.

The elementary writer lays it down as settled law that a will may be void as to real property, good as to personal property. But it does not find it so settled in the authorities. Such a principle would clearly in many cases work the greatest injustice; as, when one has two sons, one a large real estate and the other personal estate. In his will, he gives the real estate to his youngest son. His personal estate is divided equally.

But if perhaps it is a merchant, and of the principle laid down in the elementary he correct law, the younger son will not have a parting of his father's estate. I should say, set it aside wholly or not at all.
Seek 17th.  "Who may be Executors--"

A. almost every one may be an executor, it may
be better to consider who is excluded from every one. Ex
to Ex. some are excluded from being Ex. who would not be here. There, persons of communications are excluded
below. 12th. being Ex. for the ecclesiastical court has nothing to do
with such persons. The prepossession a crime, but they
not that any crime excludes a person. The principle
on to communicate persons has no existence in this
country. In any Alien enemies cannot be Ex. The
alien friend may be as to personal proprietor.

Persons wanting discretion are not appointed. Ex.
now and persons in habit of lunacy, if one should be
come Lunatic who is Ex. the court will remove him.
They may appoint co-Lunatic in a given interval,
but when he becomes Lunatic they must remove him.
Discretion is due to be exercised by the court.

Page 273-4. Poverty is itself no objection to appointing a
man as Ex. but poor persons insolvent will not
be appointed or will be compelled to give bond
in any Ex. In low honor are always required.

An Ex. of any age may be appointed an Ex.
If under the age of 17 no person will be appointed as adminis-
tor during minority. After the arrival, at 17 he may then
administer just as an adult would, it is precisely in his
situation except one thing - should the event procedurally arise
None of the Testator, he is not guilty of a de- 

rectavit, for he is here shielded by his privilege 

{ not bound by the transaction: he is not obliged 

to perform his contract. 

In the form of the will he appears as any 

other minor does, his surety guardian or

proctor in any

A wife by consent of her husband may be made 

an Otto, but not without, for she ought to subject the 

husband - if she is executrix before marriage her 

father subject to her duty.

Nuncupative Wills

A nuncupative will is a disposition of personal 

chattels in a man's last sickness by hand. —

This kind of bequest has now fallen into disuse 

from the restrictions imposed on it by Stat. 10. 

At com. Law it was a thing often known as 

few could write; but it is not necessary now — the 

power of disposing of property by nuncupative wills 

never extended to real property —

As the restraining Stat. of 10. 10 has heet 

been adopted in several of the States, this will 

must be reduced to writing, read by the Testator 

I approved by him, if it can be done, it then 

witness, must be produced to testify that this was
The case. As there are rules in the case of intestate's not disposed of property to the amount of more than £30, no action made on the will in such case it is usual, or in the case of an heir apparent, in which case it will be void, if he ever retains home. Yet must in case of being in extreme at home or abroad the heir in writing within six days, or the summate after the expiration of that time, so must take effect, etc.

Reversion of Wills

In English estates, all revocations are valid if the will relates to the property of the deceased. If by that there three things can be a revocation—

1. Burning, cancelling, or obliterating it. Some writing reaching the will. 3. Where it relates to real property, a written revocation subscribed by 3 witnesses.

The question now arises what shall be deemed one of these acts? Will it be an obliteration or cancelling? The intention is what it is to be done to the will. Yet if there can be shown that there was an intention to revoke connected with any act indication of that intent the will in that respect property is revoked. Even a verbal declaration will revoke such a will.

As it respects real property, certain forms prescribed by law must be observed as the having 3 witnesses, et cetera.

Respecting implied revocation, there are several things which amount to it, and they stand as at born. Law 1 the statute has nothing to do with them.

When an old Bachelor makes a will afterwards marries. The mere marriage does not revoke the will as I can find but where he has children this has been
considered as an implied revocation, upon the presumption that he did not intend to disinherit, or that the will should stand.

But even the married, having children, will not ipso facto revoke the will. It must be connected with the intention to revoke, for in such case as the last mentioned, where the property was vast, if the children were in the whole simply provided for, such a device might be made. A man consistent with natural affection, the will would be held to stand, I should say. The elementary writer are silent.

So I suppose mere marriage might revoke a will, or where all was personal property, if the wife had a large real estate personal property. If the wife was not revoked she would be left in poverty.

In a case in T.R. the case of a posthumous child was put in. It clearly could not be the intention of the father to disinherit him; a will would affect it would be set aside. Sir Lord Kenyon went so far as to say that there was a tacit condition annexed to the will, that it should have provided no posthumous child was born.

Where one in a will gave a legacy to a man and then gave it to another who could not take it, as to a corporation, I think the first donor ought to take...
But it is contended that the second request is a revocation
of the first. I ask how is this known? If the second could not
take the presumption is that the law of course
had this would not defeat the first done.
Revocation of a former will revoke a latter. A
revocation of a latter will set aside a former one. Real proper
acquired after the date of a will does not bar it that will
the personal profit so situated would. This principle may
produce great inequality and much injustice.

There is the difference between an 
Ex parte an Executor
on the death of the Testator the Ex parte has the legal title to
the whole of his personal estate before probate of the will
I may pay creditors collect and release debts, indeed, has
as much power as after probate, except that he cannot
use an Ex parte for in all such cases he must then his
authority under the Court. He may sue in his own
right for the Testator's goods before a where he will.

306-8: a horse I take a note to himself.

He is as liable to be sued before or after probate
for any person who acts as Ex parte liable to be sued in such
whether he is Ex parte in his own wrong or not, for he is
sued as Ex parte.

If therefore he should never prove the will he would
be secure if he had no necessity to sue.
Every man may refuse the trust who pleases. The
post of proceeding in Eq. is upon notice given to the
eclesiastical court of one's being mentioned Eq, in a will, the court issues a decree for him to
come in & refuse or accept. He may do so as he
pleases. But if he does not come in, the court then
immediately excommunicates him. In Cont of one
knows that the Eq. appointed is Eq to a will, he must
go to a Court of Pa. to declare whether he accepts
in one month, or forfeits as a penalty £5. It must
afterwards, as long as he neglects to inform the Court
if he refuses or neglects some one is appointed. Ad
Cum Testamento annexo.

By the English law, when more than one Eq.
is appointed & one refuses, the other acts, the refusing
Eq. may notwithstanding the refusal, come in
& act when he pleases. But where there was but
one & he refuses to act, he can never afterwards
assume the power.

In every such, the name of all the Eqs. is
mentioned, whether one refused or not.
In & & it is not so for if one joint Eq. refuses
trust, one must in the name of the acting Eq. or Eq.'s only.
it must can never be brought in the name of one who refuses.

On the other hand, the one who sees must see the acting Cty. in order to set up his case against the same Cty. and bring the suit against him who refuses to act.

So where one acts on a Cty. for too short a time to be liable to suit, though it of one who refused to act is sued, he may prove the fact of refusal to be excused.

This right of refusing to act must be exercised before his death, for he can never claim it after death.

If the acting Cty. (or where there is but one Cty.) die

leaving an Cty. he is likewise Cty. of the first Testament.

The authority is continued down. But the Cty. of the Cty. is not obliged to be Cty. to the first Testament, upon his refusal. Don't write be granted to some one the bonis non

But if there are two Cty. and one dies leaving an

the surviving Cty. alone has all the power.

So if one of the Cty. dies leaving an Cty. the

other dies leaving an Cty. the Cty. of the last surviving

Cty. shall be the Cty. of the first Testament alone it has

the whole power.

Suppose an Cty. dies intestate. This Smt.

has nothing to do with the Testament. What is

unsettled, for the trust was to the first Cty. of the act is

appointed by the Court. And in such case an Smt. is

appointed as bonis non.

The will must always be proved before the proper

Court in England the ecclesiastical. In Ill. before various

Courts as Roman, Probate is according to the different

statutes.
Executive and Administrators

The mode depends on some regulations of statute. A person appointed to begin to act as such over the estate of the will, he can never afterwards refuse to act, because he has once taken upon himself the duties; so it is not necessary that he should have gone before the Court to accept the trust that is usual.

Devasitavit

Any act or negligence of the Executor or Adminrator, which the assets are lost or injured subjects him to a devastated, on which cause goes the homologue; as releasing debts at a discount. Submitting to an instigation, exposing an unreasonably large sum for general charges suffering the property of the deceased to be injured or destroyed.

An Executor is liable to the extent of the value of the personal estate of his testator. This general rule is subject to qualifications. But strictly speaking, as Executor he is liable for what the goods amount to when turned into money, if it is enough for him when sued as Executor to show that he has turned all the property into money and did not.

However the Executors show that by his own misconduct he has sold them for less than their value it will make him answerable on the bond adhering
The question of negligence or mismanagement is to the
jury — it must generally have to be decided on manage-
ment in all such cases he is answerable upon a

242. 189. For a tenant, as in case where a cow kept on the
premises. Duty of selling cattle on
If goods are taken from the cow, wrongfully t
be neglected to sue for the purpose of recovering them. He is liable for them.

Where the cow has released a Bond gratuitously to himself a Bankrupt, can the creditor get
at the oblique?

The release is good of the cow. But a release
obtained by fraud, ought not to defeat the creditor.

18. 445. In Equity — I think the amount may be pressed when

ever they go

The elementary writers say it down as
fact that it is supported by some of the old authors, that an cow or Don't should not give a Bond which
is capable of being proved necessary that such payment would be a tenant to the whole and
of the bond. But by two late authors this is contro

dicted. If the rule is settled in this way that the tenant
is only of the surplus of the nominal over the equitable
sum of the interest, then is the reasonable rule —
The old authorities say that such must be brought in such cases to recover of the surety, that the while can be avoided, so in the old case of a personal bond, the rule used to be that after the penalty was paid, the debtor could not take act with the surety in the condition that he should have the whole penalty at law. But now, under the Statute, if a person or creditors recover on such bond, it shall be recovered to the extent of the amount collectible, and the surety must, in all cases, be made to recover the whole sum and the interest thereon.

By the Statute which was cited from the Massachusetts Statute, a Court of Law has power to decide issues of fact, and to render judgment for the whole sum due, and to apply it to the bond. If an item is recoverable by a surety, the surety is entitled to the recovery of it, and is answerable for it. But if an item is recoverable by the surety, the surety is liable to the whole amount of the bond, and must bear the loss.

Where the property of the debtor is taken, the sureties of surety to take the action, and in case of the debtor's flight, release the action, in such case, even if the surety has acted previously, yet it is often to be ascertained whether the goods might not have sold for more if he had sold them at a reasonable price.
All cases of this kind turn on this point. When
there has been negligence, or fraud or a failure to act that the 
agent meant to betray his trust,
where an agent takes a draught to himself in
place of a Bond, it is as if he is liable to the amount
of the Bond thus given up.

Nothing will secure an agent in a litigation suit
but a judgment of account. Whether he does
under this so legally alone, but where he refers
a litigation point to arbitration, he is liable to be
called to an account for its own proceedings on
a Devastation—

Saying an inferior debt, where the Cx
knows the superior one or the true extent of
recovered debts subjects the Cx to a Devastation—

Accident, to which all are liable with
2 Leav. 297, and subject an Cx on a Devastation as where an
2 Leav. 187  Cx lost a bond by time of accident. The same
however, pursues such a bond in Equity, will recover

all the Cx's who act are liable to the extent of
assets which they have etc. But on a Devastation, those
alone are liable who have actually committed
Each one is liable for his Devastation.
Executors or Administrators

When an Ee is sued by a creditor of Testator the creditor states, after summoning him to appear that the note was given by the Testator in his late time, that neither he nor the Ee have ever paid it. The execution then goes out against the Testator goods in the land, of the Ee as judgment de bonis testatoris. When this the money is not procured is brought against the Ee on the last judgment of a new execution will be granted against the Ee de bonis propriis. The can make no answer to the voice facias for if he had assets he should have pleaded them in the first action. Nothing will rise from judgment except I be something done since the last judgement. Proceed to the awarding the voice facias or judgment to —

I cannot inform you what the exact mode of proceeding is in England as a deviant is when Ee is sued for such. I cannot never learn. To compass Dignat you will learn the most on this subject.
In New Jersey they pursue nearly the Eng. method

In New Jersey they pursue nearly the Eng. method

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In New Jersey, they pursue nearly the Eng. method.
Lect. 19. Where a man directs in his will that all his debts shall be paid, he now tells the court or executor how to pay all debts caused by the statute of limitations for they are in the nature of legacies.

The statute of limitations is said to run on certain

the presumption of law, i.e., that in such cases, such a position is not possible, but one examination will be found to be incorrect. From this very proceeding under a will, when all debts are declared to be paid, it is evident from the statute of limitations, that when the presumption of law, court would not presume that when a testator intended that all the debts should be paid, the intention that those which are barred by the statute should be included. They would say in cases that they were not debts. Such statute were undertak

e may be made upon a principle of policy to compel men to settle their debts & accounts in a limited time, thereby prevent frivolous litigation.

A debt then barred by statute is said to be

not as once it was, but without a remedy.

By telling that all debts should be paid for the benefit of the nature of waived, the Court is obliged to pay as much as when one advices that he
 Executors & Administrators.

It will pay all his debts with interest and it cannot take a waiver of the statute.

The general rule is if debts are liquidated, whether on interest or not, interest is to be paid. The executor does not stand just in the shoes of the testator in this particular. He is not obliged to pay until he is called on, whereas the testator was bound to keep the money in his hands. But if he has actually spent the money, this can be shown, as for the pursuance of there to be will be completed by pay interest.

Upon some law principles where there has been judgment against the testator, then he died, execution may be taken out ag't his property in the hands of the executor. But statute regulations vary the laws in less of many of the United States.

When treating of advancement, I omitted to state that nothing could be considered as such unless given by the Father. I that there must be proof that it was designed as such — the
Nature of the gift will generally then this last part be explained. Horst pro"fo\n
As the hard proof being introduced to explain a written instrument this general rule of the
Common Law that hard proof is not to be introduced to alter or add to the instrument.

But this is not now to the whole extent of it. Harol proof may be admitted to explain an
ambiguity. Ambiguities are patent and latent. A patent ambiguity is one which appears in the
construction of sentences, where there is tacco in
terior. Here no proof is admitted to explain it. But
this must be discovered by a view of the whole instrument togerher. But when the ambiguity is latent which
happens to a foreign fact, hard proof may be intro
duced to show what the meaning.

As where I left a legacy to the female
academy of Litchfield. There was no ambiguity on the face of the instrument but the fact
was that there were two such academies in Litchfield. The ambiguity was latent it related to this
executor or administrator

Foreign law. In this case partial proof may be admitted to show which of the academical meant so where a man has 2 sons of the same name so

But this partial proof must in no way contravene the writing. For if a deed is proved by if inconsistent with the tenor of the instrument it will not be permitted to be shown.

Partial proof may sometimes be introduced to explain a patent ambiguity when it arises from an equivocal word or where an estate was given to all her children. Still it might be a form used to denote that an estate in remainder was given or it might be descriptive.

It had been to to 3 children. And if it would have been a descriptive beonanum. If I had no children it evidently denoted the kind of estate given it meant the same as the words heir of body or issue.

Where it goes to issue. These words in all my estate a heir according to the technical meaning is a life estate. But now it means all the interest which the donor had in the estate. If the donor describes an estate here it is, as
my farm, which the grantee was to hold for life, and if the words of donation were "all my estate," the donor had a fee simple, it will fail by the words of the gift.

Said proof has been introduced to show that an instrument meant a different thing from what the words import, as where one gave the "Bell Farm" to be an estate, and it was afterwards declared that the design was to give the possession, which was all that remained in the donor.
Evidence

Lecture 1. Evidence, according to Blackstone, is that which demonstrates makes clear, or ascertains, the truth of the very fact or point in issue, either on one side or the other. Or, more concisely, it is any thing introduced into a court of justice for the purpose of ascertaining facts.

The object of evidence is to furnish the minds of the triers with demonstration or conviction of the truth of the facts disputed. But we see

All Evidence is of two kinds: written and unwritten, i.e. oral.

Some general rules applicable to all evidence follow:

1. The great cardinal rule of evidence is that the best evidence, of which the nature of the case admits, must be produced. The reason of this rule is that unless evidence of an inferior kind be produced it raises a reasonable suspicion that the best evidence is in the hands of the party who wishes to prove the fact; he cannot prove it by proof, he must produce the writing. To subpoena witnesses must be proved, that other stored by the attorney. This rule however requires some qualification and means the best evidence that can be had in the particular cause. But it might be some witness that the best proof can be obtained. And that the who requires the best evidence, in all causes, is the nature of the case

2 Swift 233.
Evidence

The evidence must be the best at the time, and
be received in the presence of the parties.

1. It is a general rule that he who takes an action also
must prove it. There are several reasons for this rule. The first is the
neglect of others in the nature of a defense is not the party
and others for the fact must be true with care. Evidence is
considered to be that it is true. The second reason is that a person
and the admission that he must prove something
concerned in. In the rule there is an exception, and
where the rule is changed with such persons on an act where
by their duty is to do. Hence the party claiming must prove
the fact, the 1st. The negligence of the 2nd reason is that every one
and done so. It is said that an essential rule that one
must prove to prove what the law requires for him, until
the examination commences. If the presumption is a person to judge
to prove. It is never done to prove all.

3. Another general rule is that the character of the party
is to be questioned unless put to issue in the proceedings. Therefore
is that it is the province of the law to determine facts and not
character. E.g. Here at the hearing of the witness to the contrary at
will with the opinion of the persons concerned. The defendant was
then the opinion not permitted to come to the ground of good character.

5th 24th. Let by the General Assembly 941 must be amended a law to
the latter end. By a directing petition.
Evidence

Exhibit A, 2/6.

1. The Evidence must be conclusive to the issue, and the particular fact in dispute. Because the case in question cannot be prejudiced by any material foreign to the point at issue.

2. The Evidence must be relevant to the issue, and the particular fact in dispute. Because, if the case is not prejudiced by any material foreign to the point at issue, it is not necessary to be conclusiv

3. The Evidence must be relevant to the issue, and the particular fact in dispute. Because, if the case is not prejudiced by any material foreign to the point at issue, it is not necessary to be conclusiv

4. The Evidence must be relevant to the issue, and the particular fact in dispute. Because, if the case is not prejudiced by any material foreign to the point at issue, it is not necessary to be conclusiv

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8. The Evidence must be relevant to the issue, and the particular fact in dispute. Because, if the case is not prejudiced by any material foreign to the point at issue, it is not necessary to be conclusiv
Evidence

7 T.R. 663.
2 Ath. 1094.
6 T.R. 480.

In the last possible evidence - So what is said in his presence in his absence, any is admissible. So what a man says in actual contemplation of death, when he considers himself dying is admissible, because the Law considers a man in this situation as likely to tell the truth as the one under death, an accusation will in either case confirm it, as a confession. Thus goes to explain the constitution of the here without

But wifes confessions or admissions are evidence against her husband, unless the cause of action arose from a matter in which she was concerned by the husband. In this case they are as good and as real as him of otherwise not admissible. Because it may create family discord. So a wife is not employed to make contracts for the husband yet having made, them if the husband ratifies them. Her declarations are admissible to charge him with, whether declarations of distinct facts make it an

7 T.R. 755.
36 N. 203.

question — the effect of a compromise often a condition that was made in an admission without the will. For the manifest right. This man ought to be permitted to try his peace

On the ground that the confessions of a wife are admissible evidence. It follows that those of a criminal are even against him. Yet if procured by threats or promises they are not admissible. But even

here alike the confession is no evidence, yet if in consequence of the confession
Evidence

3 Ed. 49. Stolen goods are found on the evidence of the person found in possession.

[Passage not legible]

Section 6. A person may give evidence, i.e., who are competent to testify.

Section 7. Those incompetent or account of insincerity, or sometimes said, on account of inability of understanding, or self-interest.

Section 8. Witnesses must have such an understanding, so that they can retain in memory the events of which they have been witnesses.

Section 9. This ground exists of lunacy, as well as the influence of their nature. Also children, under that they are incapable of any sense of truth. The distinctions on this subject are merely taken, were that children of 14 years of age might always be examined. In the previous ages that they could understand facts to know the obligation of an oath. But a child of two years, has been considered to want of direction but it is laid down, that there was no instance unless one under 12 has been admitted. This rule now is that a child of any age, if sufficient understanding been admitted facts to know the obligation of an oath, is admitted. The question 44. - Opinions are to be determined by the Court on inquiry.

Def.'s counsel. Witness may be examined, as witness, if they have understanding sufficient to have intelligence conveyed to them.

3 Ed. 50. A man may do certain acts which place himself on alleging

2 Ed. 69 certain facts as an excuse, as one who calls himself out to the

5 Ed. 4. But as any person, whose he is not licensed, cannot attest any.

Cannot prove that he is in contradiction to acts of man's self to part.
Lecture 2.

Of persons incompetent to give evidence. Also, an entirely incompetent witness, and in the decision of that question is to be left to the jury. There is considerable confusion in the books. Between competent and incompetent. An incompetent witness, however, seems to be "one who may be examined" on the words "incompetent witness" is "one who cannot be examined" as a witness. The question whether competent or not is a question of law, to be determined by the court. But an incredible witness is one who may be examined. And when all the circumstances of the case are examined, it is to be determined by the jury.

Character for truth and veracity is to be determined by the jury.

The question then is: Is the question of Law for the Court, or the question of Fact to be determined by the jury?

Therefore a statute speaks of the credibility of witnesses. I mean, that it shall be determined by a jury, under all the circumstances of the case.

Of the infamy which accrues from credibility, such as deceit and false character. Two things are necessary in England to destroy a person. The credibility of witnesses introduced into court, by showing him to be infamous. 2ndly, the witness who contradicts. Those must show that the general character for veracity is understood by common usage. It is better if a man always
Evidence

In Connecticut the uniform decision herebefore has been to enquire into the general character for this reason, that of late years the English practice has been adopted.

It is said that the evidence to be given in order to establish the competency of a witness on the ground of infancy must be applicable to his general character only as it occurs in the common form 2. In particular acts of misconduct are not to be enquired into. Hence the witness must not be obliged to be put to answer particular acts of misconduct suddenly brought within his knowledge. And he is always supposed able to know his general conduct.

When a witness is in such a case the party who wishes to use

such a witness may call on the other to know why the character of the witness is not equal to that of other men, for which he became more or less known, and on his oath to say what is not "true going?"

So also the competency of witnesses may be attempted by

weakening their memory, but the facts will not, by the end of

court proceedings, be satisfactory. As of concerning legitimacy,

out of court says the legitimate in court that it is illegitimate.

The privilege of attacking the character of another by bringing them to be tried is confined to the party against whom he is called, for the party introducing him admits his "true character." Though two reasons -
Evidence

The party of witness, in civil actions, might always introduce evidence for the very purpose of proving their character in former cases against him. It would be placing on the prosecution the duty of the evidence was in his power to have in general character, and gave, if against him, to impeach it. But this duty ought to be discharged by any body to the jury ought to know of the witness, and as to ascertain the truth of the facts in issue.

If, however, the witness gives evidence of the party who called him, he may on the trial testify as to the facts, relating the facts as to the witnesses to them that the facts as related by him are not correctly related.

Secondly: of the injury which covers witness a theft, or being guilty of the crime of perjury, the parties directly, to show there is no crime that bears the stigma of fraud, or from which shall be inseparable a forgery, forgery, theft, conspiracy, attempt for false verdict, treason (false loyalty)

According to the modern rules, the offence must be punished and regarded: for the man was sentenced to stand in the history for any reason, it was guilty of the crime false.
Evidence

But the rule now is that a new witness must be produced, not introducing the evidence of the witness whose cross-examination is objected to, unless it appears that a new witness should be introduced at a time when it was not
introduced was introduced at a time when it was well
settled, that a new witness cannot be introduced in a question relating to

to criminate himself. A copy was the best evidence.

But the modern rule being that questions tending to criminate the witness may be asked provided it does not prejudice him to
punishment, it is now settled that evidence may be questions as

to his having been convicted of a punished for the owner, and

Since this becomes the best evidence, the nature of the case
admits it as the Comparium of the party it better than a record.

A copy always may be introduced as proof, if the witness be questions as to the conviction. Because the statute to the owner
falling having been committed by him; the rule if producing
the copy applies only where the witness cannot be questioned
himself concerning the fact.

The incompetency on the ground of insanity may be
concluded practice, by pension it continues only by the record
of the judgment.
Evidence -

Wherein the incompetency arising from the infirmity in a part of the punishment for the offense it can be removed only by a reversal of the judgment e.g. by a statute every person prosecuted for it for being & convicted shall be deemed incompetent to testify in a court of justice. A person in this case will not remove the incompetency. The object of the statute is to prevent perjury. But as the incompetency is not a part of the punishable

remedy, a pardon restores the competency.

Pardons are of two kinds either for the benefit of the statute. Where the King in order to restore the competency the pardon must be pronounced a statute. A pardon takes place where a culpable offender may, the benefit of clergy be allowed it. This allowance is a pardon. Restore the competency.

How far pardons apply in the United States is not well ascertained. In Connecticut a pardon restores the competency. But the clause who has been convicted by the crime public afterwards returning to the steady habit of Connecticut is then admissible. For this latter conditional sentence is perfected reputation.
Evidence

...
Evidence

In England, Deeds are admitted on their affirmation only in civil cases, but this is upon the plain declaration of the party. They are not admitted in criminal cases. In some actions, they are admitted on the affirmation of a person in a family action. So too in England the affirmation of a Quaker in a criminal case is admitted, in order to exculpate himself.

In the United States, the affirmation of a Quaker is admissible in all cases— civil and criminal.

4. Of persons incompetent by reason of their interest in the case.

This general rule does not authorize that all persons who are interested in the event of a suit, may be excluded. And this interest may be either direct or consequential. Where he is to be immediately benefited or injured by the event of a suit, he is to be directly interested—e.g., if he is a party, or his mere himself.

17. 12. 35.
163. 3 to 27
9th. 11th.
5th. 18th.

Till I. F. B. 1.

By this is meant, if it be conclusive evidence of the thing which will arise in that cause, for one against him, either as a rule of damage or will benefit him in a
Evidena

This is the only intent in England a bill excludes in civil cases. By the verdict or judgment being used for or against there is meant that if it may be said


3:8. Being or when it is benefited by submitting this decision to account of the verdict or judgment being used for or against the in a suit of damages. It is consequently interested in the particular difference in the question for

Examine 3. As the Law now stands, an interest in the

3 T.R. 27.

Be in the right to an action in a certain event on the testimony in a similar situation with the duty to whom this

247. Later, the decision as the case may influence the

248. M'the minds of the jury—this interest goes to the credibility

of the witness: e.g. A is prosecuted for murder of B.

249. The reason of the crime of larceny or B. He is a

250. The intent to procure the killing; it is not properly

called an interest in the suit, but an influence prejudice

251. But only to his credibility.

252. The interest which excludes, must not only be direct

253. or consequential, but must be pecuniary; i.e. some loss

254. or gain on the score of property; for this will admitted

255. The interest which arises from establishing a false character.
Evidence

1 Ch. 70. 4

The witness's confrontation

The same rules which have been mentioned respecting civil cases, apply to criminal cases generally. For the rule now settled is that the question is a civil prosecution.

4 Bea. 225 per. 2 Cr. 85. 14

Being the same as in a criminal or fraud one, the intent
goes generally to the credit, unless the witness is conscious
to guilt or its base by the fact of the suit, or unless as

The plaintiff states the judgesmen in a suit as can be given in
evidence in a cause when it is intended.

To the 12th case of Adams 1. From the case, even contradictory.

1 Ad. 331. 1 Park. 288. 2 Ad. 1141. 1 Writ. 49. 1 Salk. 131. 1 My. 95. 1 D. 1299.

But this elementary writer tells us of three cases
of criminal nature, in which an interest in the question
mainly excluded these were using bribery, forgery,

As to bribery. The concern of money on a suspicious
loan, was not a compulsory witness. To know the
money on an information against the lender.

But even then there was great probability, that
the witness was interested in the event of the suit.

In it is said both by Lord Erskine & Lord Mansfield,

And it was the practice of the court always to

Factor is an express contract. That is, when the parties

Informed against was convicted, the court took

the instrument is destroyed i.e. If the instrument
Evidence

was not authorized by law.

As to perjury, the witness was certainly interested in the event of the suit, because the witness in his capacity as a man of perjury was entitled to $10. Thus, his interest to convict him is in order to get the reward.

As the Law now is, a co-conspirator in cases of

[Page 145]

perjury to secure, if he is not interested in the same, is not interested in the same.

[Page 146]

255. 2 An. of the suit. But in case of perjury, it is a thing to which there is no concern.

266. 725. adherence to decisions is not in law. That a person whose name is forged in an instrument is not a co-conspirator in an indictment for the perjury.

289. I say it very clear that the person whose name is forged has only an interest in the question. The Reason for this is that the scripture establishes an exception to the rule that one of the parties interested in the instrument.

We are now to consider the character of the persons who are excluded who are interested.

[Page 147]

[Page 148]

[Page 149]

In general, a party to a suit is not a witness for he is in the highest degree interested. A party is never of counsel because he is a party. But because he is interested.

Hence it is that the witness is only a trustee. Having no beneficial interest whatever, yet if he is a trustee on the record, his interest excludes him. For he is not liable for the costs in the first instance, the chance of
Evidence

Section 149

3

The enormous cost of the action, from the certainty that there cannot be
2

a certain liability, a certain interest in some money, or property, that the interest may not be fairly

established on the ground that a party is never excluded because he is not interested in the point of fact.

Part I.

153

In a suit to recover damages for personal injury, the Court will

set aside a material witness for the plaintiff

and on the ground that a party is never excluded

because he is not interested in the point of fact.

Part II.

154

So too is a material witness for the plaintiff

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in a suit to recover damages for personal injury.

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Evidence

As this has been formerly doubted. From the case we derive

The principle that in all cases where a statute is made giving

a right to recover of any person or persons upon the happening

d of a particular event, if from the nature of the case the

event cannot be foreseen without the statute benefiting or

introducing, it may be introduced, & a good witness.

The reason is, that if the event were not to be introduced, the

whole object of the statute would be defeated.

at 732. 6 mo. 216. So again on the principle of necessity, it is held

that persons who become interested in the common course

the 697 of business & who alone have knowledge of the fact, are competent

hall 289. of the fact—see ib. 181. 164. Bart. V. P. 289. Beach. iv. 317 249

3. Will. 60. Cyg. 91. A tenant who is usually entitled to pay money, or

Wills. 741. a partner in the usual business is to deliver goods, an

4. Hor. 50. tenant to testify as to the want of delivery. 2 Lord 277. 9 Than. 47.

But he is to take for a landlord, as a common customer.

E. 18. 95.

It is not a competent witness to prove the offence by which the Deft

has incurred the penalty. Gil. E. 6. 132 8 com. 8.

4. Will. 49. 3. 799. 189. It has been decided by Lord Kenyon at nisi prius that

4. Will. 189. when the abscon has no absolute right to the penalty, vested in him

by the commission of the act by the Deft, it is admissible as in all

those cases when the Court may reflect a punishment on one,

at their election, i.e. a penalising similarly. 3 Earl 281. 190.
Evidence

by law; on the ground of necessity - a plaintiff who
makes his bill in Oaths, that he has no other proof
may call upon the defendant to answer, or to conciour
in questions that may be said to him. This is subject to all
in former restrictions. In Connecticut the courts
decide that in an action under the statute for
stealing goods called an action of theft, the party
from whom the goods stolen may swear to the fact
that the theft was committed. It also is an action
for assault and battery, the party injured is
competent to prove the fact of battery; for he can
prove it, if others saw it, it is no secret battery.

Do also in action on a bond, both parties
are competent to swear to their own account.

In Connecticut likewise in a suit of foreign attach
and the facts sworn with a true facsimile i.e. the name and
competent to swear whether he has any property
or not in the hands of the principals.

Sometimes, in such persons entitled to admission
not on the ground of necessity, for a person is often
made defendant on surmise to exclude testimony
here than the rule is, if no evidence whatever is adduced
against him, he is entitled to a verdict of acquittal
immediately upon the plaintiff closing his case, may then
be admitted as a witness against the other.
Evidence

[Handwritten text in cursive, readable but with some characters difficult to decipher due to handwriting style and quality of the image.]

Section 153.

...And where the evidence is slight or inconclusive, he may depose, on the declaration of such fact, in the cause, to testify in defendants' favour.

...So also if one be a defendant so far prejudiced as to be against him by default, he is a competent witness for the other. So too in an action of account, the officer witnesses before the arbitrator, so where causes are offered for appeal.

Section 357. Having proved the party apprehending as constant to prove the fact of necessitation.

Section 45. An interested witness, in the event of a suit, is admissible when his interest is countervailed by an equal or stronger interest to the contrary. It may be said to answer.
Evidence

For if the inhabitants of that county, in the course of a town meeting, should be required to bear a tax for the purpose of doing away with the records of notice, there is no interest in counterbalancing each way.

The reason of excluding interest witnesses is that they having a strong bias on their minds might not be just in a situation where their interest may induce them to deviate from the truth. Of course, where the reason ceases, the law also should cease—certain nations also did so.

There are those who are more interested. Herein is the reasoning. Sometimes it is not clear what interests are most interested. This is the case with a grantee in a deed, executors, and devisees who have no legal right, but if they are recorded, there is a bias, or other way interest in the event they are not taxed.

A voluntary witness is preferable, whether...
Evidence

It is a question whether a person living an accumulating interest arising from a contract, can be a witness as to any matter relating to that contract. E.g., if B has a controversy about land, is before the trial commences to tell C that if he a, recover, he shall have one half of it - can C be a witness? The rule is this: subject is that if the promise or agreement between A and B is enforceable, or if to whom a view of A is withheld of the subject. The reason of the rule is that the witness is consequently interested in the event of the suit.

Part of the person is not bound, either in Law or in Equity, to fulfill his engagement, yet if the subject is that if he within seven years perform it, he is excluded for it is a well-settled rule that the witness whose reason is to fulfill his engagement to make good the suit. E.g., Co. a sends a man to the court of the suit, that he is not legally bound, yet he is incompetent. E.g., A at the instigation of B, it at his request, commits a trespass on C. A is sued by C. If A is called as a witness and upon the view of A, declares that he is bound in forming that it is a 'false, to pay one half of the expenses.

An intent in the event of a suit must exist at the time when the fact or which the witness is to know happens or is proven upon time afterwards by operation of Law or the act of the jury requiring the testimony, in order to exclude him.
Evidence

The interest in the matter must continue until the time of
the trial; for however great his interest might have been at any
earlier time before the trial, still if it does not exist at the time when
he is called to testify, no objection can be made to his testi-
mony on the ground of interest. From this it follows, as a gen-
eral rule, that

if an interested witness is excused, i.e. if his interest is not a

consideration in return for his testimony, on the same ground as a

witness who is interested, refuses to accept a release, a release

of some part of the property in which he has an interest.

This has arisen a very

intriguing question respecting the admission of instrumental

witnesses. This has much agitated the English Courts

The question is, whether a devisee in a will which

The time is charged with debt) who is a witness to a will
can prove it by releasing his interest. It was said,

that without a release he could not prove it. On the inter-

net, he can prove it after a release? It was held

decided by Chief Justice Lee at the Three judges' decision

that a creditor when bonds are charged with the

judgment of the debt, was not a competent witness

to prove the will after a release of his interest.

The decision gave great alarm as to remove any further

difficulty. The statute 25 Geo. 2 was enacted which

relates that every devise of legacy made to a subscribing
Evidence

witness to a will should be deemed to constitute the signature of the testator in writing: that the party whose land was charged with the payment of debts was consenting to prove the will notwithstanding his interest. Afterwards a case arose which was supposed not to be within the statute of frauds. Mansfield decided with two other of the judges that the non-credibility of the witness could be judged up by a release. Afterwards another case arose before the court of Common Pleas at the Lord Chancellor in an elaborate argument, differing from Lord Mansfield's case. It held that the non-credibility of the witness could not be judged by a release. Lord Mansfield agreed with Lord Mansfield, and it now remains only for the court to decide which of the judges was correct. The superior court decided that the claim was correctly laid down by Lord Mansfield at the court of chancery. The question of title in which this subject should be viewed is this. The principle laid down by Lord Mansfield is one, viz., that if the witness to a will is non-creditable at the time of attestation, no subsequent release can purge the non-credibility. This principle is founded on the strongest reason. As there is no signature to a will is required by statute of frauds. Lord Mansfield in a correct one, viz., that if the witness to a will is non-creditable at the time of attestation, no subsequent release can purge the non-credibility. This principle is founded on the strongest reason. As there is no signature to a will is required by statute of frauds. Lord Mansfield in a correct one, viz., that if the witness to a will is non-creditable at the time of attestation, no subsequent release can purge the non-credibility. This principle is founded on the strongest reason.
Lecture 35

To the rule that all interest must be discharged
Here is an exception, where a man conveying land with
a warranty, which warranty runs with the land, and the
validity of the grantor on the conveyance warranty runs
with the land, and a subsequent grantee can never be released, because it
ran with the land. But a mere sale of land without
warranty does not prevent a release from operating to
discharge the interest. Both at Law & Equity. 7th Edington,

But it would seem as the even a release of lia-
sibility on the covenant in the case would not discharge
the interest, for we now well see that an action
of covenant will not discover the consideration money
on the ground that the consideration is entirely
paid. The rule was established when no action
probably lie. But now it clearly has an interest
distinct from that arising on the covenant, viz.,
that there is no title, or liable to refund the
consideration money.

When two or more persons jointly execute
on a several contract, one is sued a release to
one discharges his interest, it renders him competent
the objection goes to his credit only. For the other
case vide 4th pl. 1203. 5th pl. 2737. 6th pl. 150
1st. 202. 240 1026. 10th pl. 163. 1st. 4th pl. 141.
Evidence

Some inadmissible cases: where the witness is interested as administrator, as a heir in equity or a voluntary executors. The execution as 124 a complete witness in an action brought against the party By rule 167 of the party injured, yet he is interested in the event of the suit 67 for he is liable to the execution of the sheriff if found guilty 66. Probably Darmesteter on the score of necessity 67.

In the same way a party rescinded in an action 67.

In an action brought by the party injured against this executor. The he too is liable to the execution if executed one found not guilty of persons incompetent by reason of their relation to the parties. There are but few rules under this head. For as a general rule, relationship creates only a bias, and that never excludes. The first relation that excludes is that of the sister — in general rule they are not competent witnesses. For balance against each other, one reason is, that a family generally is not a witness in this case. But in the case of husband and wife 186, because generally the husband or wife are interested even if the other were a witness, the party would naturally be allowed to testify. This however is not the case in an only reason.

Because generally the husband on his own devoted errant 265 7, because generally the husband on his own devoted errant 21 5. The wife, the parties appeal to it or request of the reason why married 7. 5. The wife, the parties appeal to it or request of the reason why married.
Evidence

As to two persons jointly indicted for a breach
of the peace in an absent dwelling, the wife alone could
testify to charge her husband.

In this rule, there are some exceptions, and
the case of treason. They are necessaries for or against
each other. If the law allows the use of prison
writs, it is reasonable in that case to bring all
the cases to be heard in the same court. The question
seems to be questionable on principle.

Again, in a public prosecution for breach of peace
from the husband to the wife, there is a barrier
from the recusal of the case. In the case first
decided in the United States, in each case the
prisons are at all parties for change of attachment on
the wife, to be excluded on the ground of relation.

This must be a wife or person that married the fact,
for in the latter case she is combustible.

So, if an accused is a wife and the wife is combustible
for any fact subsequent to the divorce, there must
be no barrier during coram legum, as lately decided in the
Case of Monroe vs. Twigg, 42 Geo. 3.
Evidence

In an action brought on a woman as Dame Alice Fulkner, 265. 4 de. con. consent to prove that she is her wife.

But in an action against a daughter's husband for goods sold, her mother is a competent witness to prove that the goods wereabilities on the credit of the husband, i.e. the mother's husband. The same is changing witnesses husband, and, naturally.

Relation of Counsel

An absent or counsel, as an is not competent to testify, even though he is in the fact or to facts relating to the professionally standing, or a contemplation of facts.

And the same rule applies to an interrogator who relates facts for a foreigner. The reason of this rule is obvious and necessary that the counsel, having a knowledge of the facts in the case, should be able to manage his property but a party never could relate them if the counsel might be compelled to disclose them.

But when the facts are not related directly and are not related to the point for which the confidence is given, the confidence must be disclosed. If distinct from professional confidence, the obligation of confidence shall not remain intact. This rule does not extend to answers made by a witness in interrogatories, and by the counsel in the hearing of a cause; for it seems well settled.
Evidence

that when an attorney in a cause interrogates a witness
of the same witness in another cause, gives different
answers to the same questions, the attorney may
challenge the witness's testimony by proving his
former testimony —

This rule applies not to a legal

action, but only in cases that he may be

allowed to conduct the cause — therefore a solution made
to a physician to cure not under the inconvenience to
 testify to the solution.

Now the next we may consider a new rule. —

Evidence, introduced by Lord Chancellor, was received

in this instance. On the language English not settled in Connecticut, 1790,

that a person who had given recovery to an instrument

should be entitled to recover the same, as if he had signed

the instrument. Should be entitled to recover in the acting of it. It should be

under the necessity of the genuineness. —

The reason of the rule is, that otherwise two or more

persons might combine to cheat the fraud mankind.

The rule is against analogy, for it is well settled that

the subscribing witnesses are not competent to prove

the execution of the instrument.

Persons also may be estopped from testifying, by

their own act on the ground it cannot be shown to

prove they had no connection in order to substantiate their issues.
Evidence

Leak 1844. There is no want to prove that the children

Cuthbert were born before marriage; or that there was no

Cuthbert marriage at all. Brown v. Willard, 25 N.Y. 112. The

Leakam married by consent to someone with another name.

Of these cases in which oral testimony is given as to the

cause of the marriage, as incompetent, but because the

agreement in this case is incapable of practical proof,

the subject matter in dispute is incapable of practical proof.

If there a contract is reduced to writing which need not

have been, i.e. it would have been good by parol

but assertion writing, such proof of its contents is

impossible. e.g., A agrees to write B, which is
good by parol, but it has been reduced to writing, the
contents cannot be proved by parol — one reason of this
is, that it is not the best evidence. The nature of the

case admits another reason, viz., there is a written con-

tract, there must of course have previously been a

parol contract, the party wishes to show that the

written contract was different from the parol, for

if it does not differ one is as good as the other. But

as the written agreement was last, the presumption

is inadmissible, that what is not in the written agree-

ment which is in the parol, has been a handmade.

This rule does not hold where the writing is too recent to

be in existence to exclude the parol testimony. If then

the writing be too recent, parol testimony may be introduced
to show what it was, for no other purpose. Of course

the parol agreements which preceded the written one could not have
Evidence.

In the case under consideration, when the writing is in the hands of the adverse party, he will not produce it. Nor to exclude parol testimony, the writing must be in the hands of the party who claims advantage from it — unless in the last case the contents of the writing may be proved by the better opinion is that upon which the parol contract which preceded the written one rests on the ground that it is the best evidence and that it is precisely like the written one.

The rule with its qualifications, then, is the contract not required to be writing, if written, is evidence, it also in the hands of the party claiming under it, and proof of its contents is not admissible.

In the case of the parol contract is reduced to writing, the mistake is different from what was intended by the parties; parol testimony that it was a mistake is admissible, but at law there is no remedy.

So also those contracts which are required to be in writing by law, parol testimony as inadmissible. This rule includes all those contracts required to be in writing by the statute of frauds, 29 Stat. 2. The contracts required by law to be in writing are, by statute.

There is only one instance where it is common law a contract must necessarily be in writing to be valid, viz., an assignment of a partnership interest, so even this is enforced by some to be by an ancient statute.
Evidence

Then also if the contract is lost or in the hands of the opposite party, he will not produce it, the other party may prove its contents by hand.

In both these cases, if the contract was not set forth in the declaration that the contract was in writing or the declaration does not allege it, the evidence is not admissible on that account.

The rule of evidence is, that where a contract requires by statute to be in writing, but which requires at common law to be in writing, the party must aver that the contract is in writing, for the statute only furnished a new rule of evidence not of leading. But where a contract is by common law required to be in writing in an action on the contract, the party must aver in his declaration that it is in writing.

But sometimes the law requires the contract to be in writing but a writing of a certain description, form, or degree, which must always be either in a deed or seal. If the party has not had these formalities, it is not admissible in evidence. And if a contract to convey land is in writing, it must be executed in the usual form and with those legal formalities, that it may not operate at law to have a title yet in equity it will not stand. To comply with the conveyance of the title, the conveyance must be in writing, and in some cases, in which oral testimony is excluded on the ground that the subject matter is incapable of such proof.
EVIDENCE

is a rule that testimony is offered to explain a written contract for the general rule that such testimony is not admissible to explain, i.e., to enlarge, diminish, or contradict a written agreement.

This last rule, however, applies only to the substance and form of the agreement, not to the circumstances that affect the signing, delivery, or consideration. To them the rule does not apply; each of these may be proved to have been or not to have been specific, except that the consideration, i.e., the cause cannot be assumed into the contract prove merely be omitted that the consideration is different from that assumed to be.

If there are ambiguous expressions, if there is an ambiguity, that may be explained by parol. But the distinction between a patent or a latent ambiguity the former is one which arises from an inspection of the instrument itself, i.e., the meaning cannot be determined from the words used. The latter is one, either on the face of the instrument, every thing is as it should be, but the ambiguity arises from something to show the instrument, i.e., from some fact collateral to independent of the instrument. The rule in such cases is, if the ambiguity is a latent one, it may be explained by parol, and if patent one cannot be so explained.

The above, a latent ambiguity is a devise to "my son John" of the testator, he had two sons, that same the testator's is admitted, to which estate was meant.
Evidence.

And the reason is that in these cases it does not well with a will to show the intention of the testator. I think it is that in case of a latent ambiguity, clear testimony is not admitted to contradict the will, it does not stand well with the instrument.

Parol testimony is often admitted to give some effect to an instrument which otherwise would have none in case of latent ambiguity; and the & gives a rule of 1 rule to be without mentioning any consideration, nor is there any more to decide: unless by consideration there was a may have by proof that there was

Consideration.

Lecture 16th.

It is a general rule that a latent ambiguity is not explainable by parol—viz. the reason is because it would be unfair to make the person who put the instrument into form to be able to give the explanation, which is, of course, in the construction of the instrument. But it is of true when applied to words of an equivocal import. Here, parol testimony is admissible to show the intention of the parties, e.g., in ancient times, being mean senior junior sometimes, meant male sometimes female, it to was equivocal.

So too on the same principle the word estate is was equivocal. Formerly it meant all or part of an estate. And was admissible to show which it how much.

So likewise where a person uses a local term, which is understood in the legal sense would render a devise or grant abate

an indicium that testimony is admissible to show the intention, e.g., in case of the Bell London.
Evidence

So, also, a patent ambiguity cannot be explained by hand testimony, yet hand proof may be competent. That the party takes a different estate from that which he would have taken if the words were literally understood. Thus the circumstances of a family fortune are often
admisible to continue in will.

So, too, where there is an absolute deed, hand testimony of facts is admisible, from which the takers can determine that it is only a mortgage. Such facts as quantum being in possession, the giving note as the time of conveyance of paying interest therein, or his not paying any rent, is a grantor having a
heart of the land to all such circumstances as these, are inconsistent with the nature of an absolute con
veyance.

But hand testimony is admisible to rebut an
Equity. The equitable often differs from the legal construction of the rule. Hand testimony is admisible to
denote the legal construction by rebutting the equitable.
This is rather rebutting an Equity e.g. A deviseewhose
$400 of property made her his executrix and then the legal construction
of her instrument, where there is no residuary legatee as
if the residuum go to the executrix under the intention of
the testator in clear that some other person should have it.
In this case no such intention appears. Of course at law, the
entitles to the whole residuum under that will. But in
Chancery the rule is, that where there is no residuary
Legatee, the residuum shall go to the next of kin.
Evidence.

General estate created by grant to trustees. The question of construction. The will, the executrices entitled to this estate.

But the rule is that the legal construction may be altered by rebutting the equitable. This is rebutting an equity.

Another species of partial proof or contrary presumption evidence. It sometimes arises from a presumption of law. If the act is either presumptuous or is, or presumed juris de facto, it sometimes a presumption of equity, at other times a presumption arising from the act or the party. It also a presumption which arises from circumstances, which cannot, upon any rational hypothesis, reconcile without supporting the existence of the principal fact, i.e. the fact in dispute.

1. of evidence propagated from the act of the party, e.g. a clergyman receives letters and says he does not reside. Proof of the fact that he received letters is insufficient to prove his residence. So an Inspector who writes, "You have acted in

2. of evidence from the act of the party, e.g. if keeps good houses, etc., if it's false for an offence against the local House act, evidence of his sign being his own is sufficient proof of his having a licence.

3. of evidence from the act of the party, e.g. a woman's husband's will to bar the world to whom the estate belongs. Bound by his contracts as if legally married.

2. of circumstances which raise a presumption. The cases on this subject is that a proof of such facts as are in consistent with the claim of one party and consistent with those of the other, will enable the jury to a direction of the court.
Evidence

A. 22, 1265. To presume the particular fact in controversy, thus: title to possession
present, is a long possession.

B. 1397, 3 Edw. II. 1225. Is a common recovery, if it has been presumed.

C. 595. This was an undisturbed possession for 20 years. I, sufficient to
presume a grant.

D. 532. So, too, in this way only, a tenant in common may be
dismissed by his fellow commoners, i.e., by an undisturbed possession
for a length of time, and enjoying all the profits—this will produce
a release, also when a bond has not been paid in full
for 18 or 20 years, if no interest paid on it. The law will
presume it void.

Some in such cases:

When the defendant calls upon witnesses to prove his good
character, the plaintiff may introduce it by testimony.

In criminal prosecutions, which subject the defendant
to corporal punishment, he may prove his general good
character; but never in a civil cause in England—
unless it is the fact in issue. But when he is prosecuted
only for a penalty, the cause of prosecution arose
from a fraud of his own, he cannot prove his own
general good character.

Defendant may produce testimony to show that his
witnesses, who are impeached, has always told the same story,
to corroborate the testimony.

17th 406, 1282, 138. A witness is not competent to testify to any fact which
will subject him to a civil suit, or charge him with a debt.

Yet more: sometimes evidence is not only not
to prove the fact in issue; and relevant to the cause where
it is not directly relevant, it may be incapable of

Evidence

The whole of the evidence is wholly immaterial, the evidence bearing on that issue is not to be rejected. It seems that it would be admitted, yet judgment will be immediately reversed why the
not except it?

The Examination of Witnesses

At common law, testimony is obtained only sworn in court. This is much the best because of the examination and
examination of the witnesses, there is more danger of fraud, and from declarations. Formerly, the rule was to
examine the witness either on the voir dire or to some
fact which rendered him incompetent, or to call the other
witnesses to prove the fact, the party against whom he was
introduced had to election, that no could not do with. For
when the party had to prove that he was not incompetent
the other party could not prevent him from testifying
the he could lose his credit. Of the usual incompetency
the objection was immediately taken. For if after examination
he appeared incompetent, no objection could
then be made. But the modern rule is to prevent the witness
in chief in the first instance, if he appears incompetent
at any time during the trial, the objection may
then be taken.
Evidence

Lecture 7th

When the witness is called to give evidence, he is first to be examined by his counsel who calls him. He is examined as to his knowledge of the facts. In some cases, when he is cross-examined, it may be asked any questions that can relate to the facts or cause. But it is better for the interrogator to ask any questions foreign to the cause, to a fact the character, creed, or other circumstances of the witness. It has always been on the common law that a witness could be asked any questions which tended to criminate or subject him to punishment.

A man cannot be required to answer for all the transactions of his life.

This is a general rule that leading questions are not to be put to a witness. He must tell his own story without any assistance from the party. But lately the rule has been relaxed in England, and leading questions have been allowed where the witness appears evidently hostile to the party who calls him. When they may or when they may not be asked is to be left to the discretion of the Court.

The witness when examined must testify to facts within his own knowledge. But he may refresh his memory from his book or memorandum if he can then speak from recollection positively.

If he has no recollection except from finding it in his book, the book must be produced.
Evidence.

Equally erroneous is the view that testimony in evidence sometimes may not be admissible because of the opinion of science. It is important to note that in this subject, as in all others, it is the opinion of the expert witness that is not admissible. The jury is to determine the weight to be given the expert's testimony, not to accept it as conclusive.

The number of witnesses.

At common law, the general rule is that the particular number is necessary in most cases. However, there are exceptions. In cases of spying, treason, two witnesses at least are necessary. In the case of treason, the reason is that one oath is against that of another, so two are requisite to counterbalance.

This same reason applies to treason, for that the oaths of allegiance are strong as an oath in case of a civil suit, but the treason oath is that a man regards to be paid to the crown's liberties of men, which it is treated.

Conclusively,

So in treason, where a man swears on oath that he abstained from unlawful intercourse, at least two witnesses to discover that oath. If no material is two witnesses, it is not admissible in evidence.
Evidence

of the mode of compelling witnesses to attend a Court

When witnesses will not attend voluntarily, the Law has

provided a compulsory remedy by a writ of subpœna.

It is a process a jury returns, directed to a person whose testimony is wanted, in his presence and hear and write the substance of which is necessary to the person requiring them, a special

order to execute command, hence to bring it with him.

In this case the process is called subpœna de directo,

a notice may be given him at the time of serving

the subpœna, to produce it.

The subpœna is issued by the Court, signed by the Justice officer, the Clerk — In Connecticut

Chapter 142 —

It may be signed by any magistrate. It must be

served a reasonable time before the trial, i.e. not too

time as will enable the witness to arrange his affairs

to appear. The service is made by delivering a copy to

the witness showing him the original, & to oblige

him to appear. He must be served a reasonable

time for instructing witnesses to depart from the place

of trial, & for his attendance there, in England according
to his rank & situation in life. In this country the

time of subpoenaing & fees for attendance are generally

erelated to each State.
Evidence

If a witness having been bound to attend is excused or neglects to attend, the party has three remedies: 1. He may sue to take and bring the body into court, or 2. He may proceed with the suit, and if he sustains damages by reason of his absence, he may sue him in an action at common law for those damages, and if he loses the suit, for the costs of the same. Or he may recover the whole amount of the same. Or on the whole costs of the suit or 3. He may have an action on the statute 5 Eliz. for the penalty for non-appearance.

If a witness stands mute, i.e. refuses to testify, he may be imprisoned as for a contempt; it has been said only during the session of court, but in English law there is no limitation of time beyond which he cannot be imprisoned if he continues obstinately to refuse giving his testimony; the court of king's bench have imprisoned a man three years in one instance. The case of Lipp by mention of the chancellor Lansing imprisoned in New York state. The mayor of the City of Hudson, for refusing to give his testimony, who on being released took him as a friend by Ambrose Spencer, was again committed to the jail, and even committed Judge Spencer again released him. But chancellor Lansing immediately recommitted him with a threat to commit Spencer if in again violeantly him.
Evidence

The Chancellor directed me to attend a full court, the mayor was obliged at length to give his testimony.

If the subpoena is not served within the proper time or the witness is not tendered his expenses, he is not in any way punishable for non-attendance.

If the witness is in custody a habeas corpus ad
rectification is necessary to bring him into court.
To obtain this writ, an application is made to the Court or Judge thereof, before whom it is to come upon affidavit of the party applying, stating that the party is a material witness. On the affidavit the Judge will, if he thinks proper, grant the form for the writ, i.e. that it be made out. If the application is not in form filed one day to remove a prisoner or execution to give him a little liberty, the Court will require it.

If a witness is in custody on a charge of high treason or as a prisoner at war, the Court will not grant the habeas corpus without the consent of the Secretary of State.

The order when granted is delivered to the officer in whose custody the witness is, who is bound to bring him up, or being paid his reasonable charges.

If witness being privileged from arrest.
The person of a witness is safe from arrest in any civil action while going to, staying at, or returning from the place of trial, as in the books, cendo, modo, sedecundo.
Evidence.

10th 1793. The court will discharge him on his motion, and certify the opinion. In Con. li cannot be discharged for he has his protection of his pleased. Before he set out.

26th 1797. Their rule of privilege has been extended to an arbitrator.

The court, for an act of libel, or if they judge the act to be a libel, the person was arrested, but after the morning, that person was released while dining. He was discharged again. A witness was released at 4 o'clock. I went to dinner next day. I was arrested returning at 7 o'clock in the evening. He was discharged.

2. Of Written Evidence

Written evidence is divided into two parts: Public and Private. Public

Written evidence is divided again into 1st matter of record, &
2nd matter of inferior nature. 1st the matter of record: This is the highest evidence that can be introduced to

record. It is the highest in evidence. It is of two

kinds: 1. Act of Parliament. 2. The proceedings of the Kings

Superior Court of Justice. The 2nd Class are the Legislation

done in its legislative capacity. a record of the acts of

never can be questioned. It is however within constitutional

or not. It is to be submitted to the judiciary. The acts are

either general or special, penal or not, public or beneficial.

See Municipal Law.

Lect. 5th. The method of proving Legislative acts. A public

act is not subject to the subject of proof. For it is, in effect, the

land generally, which the person is, by law, bound to know

without having it proved to him. There is public act usually

tends to refresh the memory of those who are to decide when the

when one reference is had to the public statute book.
Evidence

Pertinent to the authorities of the State. In some instances, a public statute must be supported where the need to enforce a particular statute also. When one statute empowers the courts to issue a general prescription in cases by the violation of another statute.

But a private act is not notice by the court expressly to be preferred. No one claims benefit or exemption by it, must produce a copy in order to substantiate the claim or defense.

A general law may be taken advantage of by anyone within the community. But a private statute only by those included in it.

P. Records of Courts.

There are precedents of the law to which every man has a right. Therefore, they cannot be removed for private advantage. He who wishes to take the advantage of a court record must prove it by testimony. This is the best evidence, as the original cannot be had. There is no other kind. There have been copied into the great book. They have been copied into the record of the Court, which is a second to be a copy examined by a witness. It proved by sworn on oath. If these are records of the Court, of Chancery or other courts returned them by certification. If so, either the Gwy are bound to their credit under pain of a fine.
Evidence

31. 745. If there should a record be examined, the whole is required a foundation of sufficient, for the construction must be on the whole.

Because of the case and the necessity are there are 22 who are supreme authority than other copies. The reason is that the Gillis & Judge are more capable & critical than the persons in exami- 

18.3. the case in giving their own records. Therefore, no other proof of their authority is required than a said copy of the court. The said 

18.2. is first, need not be proved to be the seal of the court, but that 

18.4. is as approved to be known by all.

18.2. is the patent of record for the seal the great seal.

In con. copies are always authenticated under the 

18.1. they are to be used out of the hand. 

18.2. if they are not.

5. As to copies examined by a third person it proved by him

Bull. No. 228. They are called sworn copies.

117. Read sometimes copies are admitted without examination to 

117. where the record is cost. But there are all cases in which 

215. the right in question has been long enjoyed, & there 

215. has been some previous judgment of the court, in 

favor of the party, who prosecuted.

So entitle a party to introduce a copy of a record

215. sworn to by must know that it is an ancient record - 

215. for in the present English practice of a record record has been 

215. the court will require a fresh one.
Evidence

In England, orders, commissions, and grants in authentication, by the officer appointed by Law for that purpose, are admitted without further proof. A commission they execute as the seal of the Court, the same to be attested by the clerk, attended with the certificate of the Chief Judge that the person signing the same is the true clerk.

In England, orders of judgement must be stamped. Records can be denied only by the force of law, and record, in issues regularly closed to the Court, who determine wholly by inspection.

But where the issue is on a matter of fact, connected with the record, it is to be closed to the jury. E.g., if the issue be whether the defendant assaulted a person, it is to be closed to the jury. But if it be whether an applicant or a company is to be closed to the jury, because the case is a matter of fact not of record.

Where a record is relied on as a ground of action, it can only be put in issue by the plea of real issue. But where it is only the instrument to the action, the issue is to be closed to the jury to the nature of such issue by them.

When a record is put in issue, a copy is given to produce it. The record of an inferior Court, the party who has it, must sue out a certificate to the officer of that Court who returns it. If of a Superior Court, certificate from the Clerk to the Chief Justice.
Evidence.

Ex. 744. If issues arise as to the Court, or as to the correctness of the record, it may be examined as to the state of the record, but not as to the correctness of the issues. If issues have been struck out of a record while under its errors of mistakes may be examined to show that they were improperly struck out. But they may not be examined to justify a record, to show that to be an alteration, or else the record was made correct, so that it was improperly made.

Sec. 9. When to Show a Record or Evidence

A variance in a fact material between the allegations in the pleading and the record, prevents the record from being any evidence at all. E.g. Plaintiff declared in debt or judgment under a county term 137th on the plea of void title record. The record produced was a judgment rendered in Easton term '88, this is adjudged to be a failure of record & Debts had judgment.

It is a general rule that a verdict or judgment can be given in evidence only between such or such parties to the suit in which it was given or their privity, they ought to be bound; for it is an established rule of law that a part which has been once directly decided shall not be disputed by the same parties on their privity either in the same, similar or concurrent actions. If this were not true, litigation would continue. Thus, the judgment of a debt is conclusive evidence of its existence against the party, so that judgment in representation
Evidence

On the same principle that the judgment concludes the defendant from discharging the debt, it precludes the plaintiff from recovering a greater sum than was awarded him by the judgment. Therefore if a plaintiff claims a debt composed of different items, attending to prove the whole, fails as to a part, he cannot at any future time, when he has more testimony, recover the other part. Judgment is conclusive against him.

But if he never attempts to prove the part of the demand in evidence, he will not be estopped by the record from afterward recovering it.

On the same principle, where a judgment as to personal property is given for the defendant on the merits, it precludes the plaintiff from making a demand on him, either in the same form of action, or in one of equal degree.

A brings tress against B. For treading in horse, issue being closed, defendant recovers on the merits of the case; afterward, A sues B in assumpsit for the value of the horse; the former judgment is a bar to this action.

Again, a sues B in trespass for entering on L's land and taking L's horse. Defendant pleads to the merits, recovers, then a seeks in trespass for taking the horse. The former judgment is a bar to another recovery.
The same rule holds, or to actions concerning real property.

Evid. 32. If a dispute arises respecting causes of any fact coming directly in issue, the finding of the jury on that fact

37. is received as evidence of it in any future action between

Evid. 736. the same parties or others claiming under them. For the action

736 to be respecting other facts than those in the former action; the object of the action makes no difference as to the right decided in the former action.

Evid. 736. But a verdict or judgment is no evidence, except

Sate 38. between the same parties or those claiming under them.

The reason of this rule is, that a man ought to be heard before his rights are determined on his cause decided, if not being a party he has no benefit of cross examination. e. g. A

Sate 68. is indicted for a breach of the peace for a battery done

Evid. 730. to him in assault & battery in a civil action; judge

730. sent him in assault & battery in a civil action. Judge sent him on the former trial as no evidence against either party or in favor of either party, and it can be given in evidence between the same parties only where

Sate 737. it is a matter which has been in issue in the former

Bul. N. D. cause. For if the verdict or judgment is false there is no

232. proof. He ought not therefore to be bound unless

Foot. 53 the matter was in issue.
Evidence

3rd ed. 443. But the subject of the controversy must not be the same, if the point decided is the same.

The benefit of this rule is mutual, i.e. as where in an action by A against B and a recovery, a judgment against B, so B shall not be allowed to give in evidence against A; for it would be unjust to suffer that to be given in evidence against a man which he could not have derived any benefit from. Thus, A & B assaulted & beaten & A is prosecuted for breach of peace, & judgment is rendered against him. To this, says B in a civil action for the assault, now the defendant B could not (if A had been acquitted) have given the judgment in evidence to clear himself.

To the rule that a verdict or judgment is only evidence between the same parties, where the same point is in issue, there are some exceptions. One class of which is that of privies in estate. Where a man is suing in estate with a person whosoever a verdict to it will be evidence for him, the law is gone to the other way and would not have been evidence against him — as where there are several remainders...
Evidence

The same need here recur to for one or evidence for all. To try a recovery against a tenant for life when the aid of reversion is prayed, it is evidence against the reversioner in an action against him the tenant.

If the aid of reversion is not prayed the suit is by the tenant for life, the tenant may introduce the judgment as evidence of an order, for if the reversioner can prove that the tenant had a good title, he shall have judgment for the costs on the same principle if the warrantee for the land is not vouch'd by the tenant when suit judgment is brought against the tenant, he is no evidence against him except to them that he was vouch'd. But if he is vouch'd a recovery is had against him, the judgment is conclusive evidence against the warrantor.

Another class of exceptions consists of those cases, where the question of controversy is a question of fact or of law. When the rule is that all persons standing in the same situation with the parties are the proper light, i.e. it is evidence to support or defend the light claimed. As a verdict finding the light of a city, to take toll is evidence for or against all in the situation of the处境.
Evidence.

On the same principle a verdict which determines whether lands are or are not parcel of a manor, is evidence against all who may stand in the situation of the parties.

So too the finding of a prescription more of sitting by a jury or court in conclusion evidence whenever that course may be called in question, to the parties he who they may.

So too the finding of the right of election of a church warden, or a customary right of common.

So too if no evidence when the validity of those rights are called in question.

So too the finding of a jury as to the liability of a parcel to support a public highway in conclusion evidence against that parcel when tried or now claimed.

Your past verdicts in civil cases, are evidence in civil actions, vice versa seems well settled. One thing is clear that a verdict in a civil case is no evidence of a criminal intent of proc. assault & battery. And the better opinion seems to be that a verdict in a criminal case is no evidence at all in a civil one. The reason of this opinion is that the verdict might have been
Evidence

Evidence is the testimony of the parties in a case. The court cannot know generally that which was obtained.

It has been said that the testimony of the parties in a case forms only a part of the evidence, the rest of which might be used in a civil cause. But this cannot be law.

Verdicts are no evidence until final judgment is render'd on them: i.e., they are no evidence of the facts having been legally decided. For, the judgment might have been obtained in a mere fraudulently.

But the parties is good evidence to show that there was a trial between the parties; for this is often done to show what a witness swore on the trial, who is now dead: I shall therefore now consider the evidence.

But a verdict on an issue out of Chancery is full proof of the facts which it proves. The proceed must be entered: the reason is, that the decree is proof that the verdict was satisfactory, and that it stands in full force.

This is in the Court of Westminster, and will P.C.h. not considered as evidence, but they are returned to

Court, 80-1, if it is made in Court: if this is done at the trial, the defendant files a bill of the action, a copy must be produced. The general rule is, that before a copy of a record is evidence, the record should be drawn up in form. This is to make

Exhibit.
Evidence

1. It is not a record when produced in Court or instead to a roll, although execution may be taken out immediately when the judgment papers being signed.

2. Until it is sealed, it is transmissible and therefore the original may be produced. This is the best evidence; yet when it is the practice of the court to consider these minute as judgments, copies of those minutes are good evidence. As is always the case with the minutes of the House of Lords on a judgment rendered by them on appeal from the King.

Sect. 10. When a record or compilation is necessary, it must be a copy of the whole; for a part may mean a different construction than the whole taken together. Therefore, if an action is brought against a creditor for taking goods of a debtor on a judgment in his favour after it was reversed, the creditor in his defence must show both the judgment and the execution, for if the judgment is reversed, he must know, he being a party. But where the action been brought against the officer, he might depend under the execution merely; for he is not presumed to know that the judgment was reversed.
Evidence

20th of June, 1853

In a suit for damages against a common carrier with the goods
by Ship, for delivering goods by mistake, it is evidence against
him in an action brought against him for the same goods by
the true owner, not as the finding of a jury determining any
point, but as evidence of a confession of the party that he
had the goods in his possession.

2nd of Public Evidence not Admissible. Those writings
are of various kinds; some of them are of so much an
importance that copies are admitted; to others a degree of
weight is given which is not allowed to mere private instruments.

1st of the Proceedings in Chancery. There are no
matter of record. In the judgment is decretum quum
et consonum, not decretum legis Anglice. Of course,
they are not precedents of justice, but founded on the circum-
cstances of each private case.

As to the bill. It was formerly held that a Bill in
Chancery was evidence against the Plaintiff or the Defendant.
The reason of the rule was that

1st. The time is now it was drawn up & presented to the Court.
2nd. The Court say it shall not be presumed that it was
presented without the knowledge of the party; of course as the
party knew its contents, he presumed the contents

statement to make are true, i.e. it shall not be presumed
that falsehood is mingled. But in 1853 it is held that
a Bill is evidence only to prove that such a Bill was
filed, so to prove such facts as are objects of reputation.
Evidence

And heavy evidence as follows: 'The reason is that most of the facts stated are mere suggestions of the counsel to extract an answer from the defendant.'

So a Bill of Discovery is only evidence that it was filed.

But to the answer, the rule is different. The Bill is no evidence against the Plaintiff, yet the answer of the Defendant is for him on oath. Answers were mere suggestions of the party or counsel, for the judge never sees the bill, but the debt was the answer.

But the only confessions therefore not to be admitted where confessions are inadmissible.

On this ground the answer of an Infant by his Guardian in Chancery is no evidence against the Infant.

1. For the same reason the answer of a Trustee is no evidence against the trustee.

2. For the same reason the answer of a Trustee is no evidence against the trustee.

3. For the same reason the answer of a Trustee is no evidence against the trustee.

In accordance with this qualification of the rule, it is doubted how far in like cases should be prejudiced by an answer in Chancery. The objection that the answer was not in the action does not affect the case in Chancery in the case of other legal proceedings.

Fif. 25. for in an action against a partner the Bill filed in Chancery against him, by other creditors was admitted.
Evidence

as evidence of the facts stated in the complaint, voluntary admission of one man to what was jointly stated with another, or evidence in an action brought against both.

As a general rule, the whole answer, if any, must be read, as on the same ground that no copy of a record must be produced, nor that it is read as the answer of the party, it a fact does not contain his answer.

On the ground it was decided that when one answer was

put in by the Defendant, it was unnecessary to read the second answer in explanation of the general terms of the first.

in an answer in Court of Law, the party producing it makes it evidence for the Defendant of all the facts stated in it. But this is not conclusive in favour of the Defendant. The is conclusive against him.

The Plaintiff may disbelieve the facts stated in the answer.

in the jury if they see fit they may believe one fact and disbelieve another part of the answer which they do in all their cases, in drawing such conclusions as would from all the circumstances taken together.

But in Equity it is different. It is then held that if a Defendant admits a fact in his answer, it is not as a distinct fact by way of avoidance, as must prove it. The reason of this rule is that he may be made to admit the
Evidence

A fact out of apprehension that it might have been proved therefore the admission ought not to profit him, so that what he says in avoidance shall be for truth.

There is one instance in which a part of an answer by the defendant in chancery is given as evidence without the productions of the whole. Where a witness in an answer has shown himself interested in the event of a suit pending at law. In this case, that part of the answer which shows the interest of the witness may be read if the rest is included. The rule as to a witness to examine the answer in chancery, if the suit before the court is not interested in the event of the suit to prove a fact that had only been read of a defendant's answer made in the course of a cause are nearly similar to answers in chancery and may be given in evidence against the party who made them. But there is this distinction between answers at law and a judge that an answer is always given under oath, therefore by showing the oath to the answer, the presumption is that it is true, while that presumption must on principle...
Evidence

He inculcates, for it is a standing rule that no answer can be made except under oath.

But to show evidence, it must be proved to have been sworn to—i.e., not to presume—e.g., an affidavit before a Notary in Chancery that an estate is clear of all incumbrances is not sworn to; of course, then it must be proved there have been sworn to red quasi de loco regular.

On the same principle as in an indictment for perjury, to show the answer, without proving the latter to have been sworn to. But in an indictment for perjury committed on affidavit, it is necessary not only to produce the affidavit but also to prove it to have been given under oath.

Yet Courts have gone so far as to say that evidence given in part, thus:

3 mod 36. where there is proof that a certain cause the G.P. was paid by an attorney then he says he read without showing that it was under oath; for the presumption is that it was given under oath. Since no affidavit can be read as evidence unless it be under oath.

The presumption in this case is not like that in the case of an answer in Chancery for there may be rebutted. If then an affidavit has been made, in a cause if no objection be made it will not be required to be proved to be given under oath.
Evidence

But if the party against whom it is introduced can show it was not given under oath it will be rejected.

In cor. 2 ans. a dec. 443 the answer may be given in evidence for it is the best evidence of which the case admits. This follows from the fact that an answer in a part of the record shows it cannot be removed.

But a copy of an affidavit is inadmissible for it is not the best evidence that can be produced.

Yet it may have the affidavit itself is not a public record.

Of Depositions

These usually come from the Chancery but not always, yet they are subject to the same rules.

In general, it may be observed, that depositions are not received as an answer in chancery, as an admission of the party in fact but as the next best evidence, instead of some of which the party has been deprived.

Since it is that depositions are no evidence at Law.

Where the witness is living it can be produced, under 59 El. 455. 2 Ed. 1166. Pec. 58 where the witness is living it can be produced, under 59 El. 455. 2 Ed. 326. The to confront I contemned him. But if the witness be read or cannot be found after diligent search the deposition is evidence.
Evidence

And it is also said, that if the witness fall sick by
sickness, his deposition is evidence. But he thinks
it not sufficient cause to admit his deposition. But
Peake, 59
Cf. "55 - Good ground to postpone the trial is for continuance
But Peake, 289, ch. 21.

If a witness makes a deposition of which
he becomes interested, his deposition is no evidence
even he himself is not perjurer, of course. Gold. 326.

The reason why depositions are even admitted
is, because they are representation of a witness under
oath where he is liable to cross examination; in a
State Trial, embracing which it is the duty of the commissioners to
affirm the whole truth.

These depositions are sometimes taken under oaths
in memoriam: as where the witnesses are very
ancient or are about to leave the realm. Some
person expects heretofore to need their testimony
upon application made, stating that there is danger
of losing their testimony. Chancery will appoint com-
missions to take the depositions. The usual
rule is that the depositions shall be sworn to and the
commissioner will swear to the deposition
if sworn under oath. In case, the Chancery shall
issue an injunction to prevent

Make &c. if any person from objecting to those depositions in a
Court of Law, &c. if there be a petition, the Chancery will punish
for a contempt.
Evidence

Lecture 11th. As a general rule, depositions are not evidence for or against a person who is not a party to the suit; for the same reasons that we did not find judgments are conclusive, there are also rules against examination.

But the same is not true with respect to that which is against verdict or judgment, nor to the question of the judge. In the case of verdict or judgment, the deposition may be used to contradict what he now swear. So too by special act of Parliament certain cases they enumerated.

The method of taking depositions in Connecticut is regulated entirely by statute. The person giving more than 20 reeves in turn from the town of enrolment, the deposition may always be taken by any magistrate, under the advice of the judge or his attorney to appear to cross-examination. If he believes he must be sworn by the magistrate, he then enrolls it and sends it to the counsellor where they are to be sworn, then to be sworn by the clerk.

In order to give in evidence an answer deposition a foundation must be laid by proof of all former stages of the proceedings. In order that the court may see all the bearings of the evidence, it is that they may determine whether they are regular or not. The deposition might amount only to an affidavit.

As to the regularity of the proceedings, the rule of the Fifth was an irregular in those that no cause was before the court. The deposition is no evidence in any other cause. For if the cause was properly before the court, such admission, because the subject was not.
Evidence

1. Evidence is admissible to prove a decree about three acquittances to the same extent as if the said husband and wife were dismissed. But if a decree be a divorce, lost or cannot be found, the same evidence without consideration of the bill is in the same, for

2. Evidence is admissible of a decree in a suit for divided estates in tenements, and, unless the judgment is obtained without a bill in answer, for the purchase of the estate. The same is not necessary to the meaning of the definition, i.e.,

3. Decrees in chancery are given without prejudice to the parties to the suit, on the ground that if in a suit a decree, the facts may be to the

4. The degree of a decree is a judgment of a court of law or subject to the same rules.

5. Decrees are evidence against the parties to the suit, all claiming the same interest.

6. But where the question is of a public nature, the evidence for or against all persons standing in a similar situation to the parties to it, a decree is not evidence to prove its contents without the

7. Production of the bill of answer. But where the object of the parties is only to show that such a decree was made, evidence of itself, without bill or answer, for that particular purpose.

8. Of the proceedings in Ecclesiastical and ordinary courts. These are not matters of record i.e., allowed the credit of record. But they are such as evidence that greater weight is attached to them than to mere private instrument of the will of a decree
of either of these courts as conclusive evidence of the matter
determined in it, whenever it arises collaterally in any other court.
2. AND 251, 252. The probate of wills, letters of administration, etc., in a
53. In those matrimonial cases, a declaration of character in general as
56. 108. decisions when the cause arises collaterally in another court.
4. 87, 254. The right to personal property under a will can be
57. proved in no other way than by the Probate. In this the
58. probate court is no evidence is admissible to show that it was
59. unjustly granted, or after it ceased to avoid any
60. payment made under it.
62, 358. 394. But it may be shown that the Probate was proved.
62. A declarator of wills, unless there is no evidence in any question
62. amounting that property for estoppel, indeed, cannot
63. revestion, and the property,
64. do not in an action of ejectment or goods a judgment of
66. 356, 357. condemnation in the court of chancery in an action on an infor-
67. action filed is conclusive evidence that the right to those goods
68. 754, 258. is not in the Plaintiff or in the Defendant.
69. 117, 258. It is now obvious that a verdict of acquittal in
70. 258, 259. a county of ejectment or goods, or in the same way,
71. on that the conclusive evidence the right is in the defendant.
73. 290. To make the judgment conclusive evidence, the question
74. must have come directly before the court, or have been decided.

Of the Proceedings of foreign courts.

The judgment or sentence of a foreign court is evidence of
the facts directly stated in it. And the party who
claims relief is not committed to jurisdiction, but
Evidence

Section 70.

Upon the evidence of the present case, it is evident that the fact is that no special evidence in the present case, the

be in the county court. The evidence in the present case is insufficient to prove

in the present case, viz... I rely upon a foreign law which is being

orderly and not conclusive evidence of the fact, due to the weight of the

state, to the county, to the judgment of the county court. The

orderly and not conclusive evidence of the fact, due to the weight of the

by reason of the county, to the county, to the judgment of the county court.

In a general view, the Contracts as to their nature and construction

as well as legal effect are to be governed by the laws of the county and such con-

is that a county in a county

where interest is such case in such case.

Section 47.

Foreign laws of England, and are all the laws which are out of the laws of the state, so that different states are not

Foreign laws of England, and are all the laws which are out of the laws of the state, so that different states are not

Foreign laws of England, and are all the laws which are out of the laws of the state, so that different states are not

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Foreign laws of England, and are all the laws which are out of the laws of the state, so that different states are not
Evidence

Lect. 12

3 Oct. 25

Plate 11

The earlier approach to arbitration submitted. The notion that legal is as conclusive as a judgment at nisi [sic] is an ancient rule that a legal award is a final decision on the original cause submitted.

And in many cases no title to real estate can be conveyed only by the form of law, in which that title to real estate is determined by a record. On one point, it cannot be disputed or examined by any act of State; in things of evidence, which can only be proved by the printed or written record, the authority of government, for this is the highest evidence, is looked for on such subjects. Thus, in the custom of the navy office in England, to register the names of all men that keep vessels, when any one has to make oath or to mark upon his name, then the custom is to issue a particular custom, a printed register or book, with such records, to show the cause of imprisonment or confinement.

Plate 79. 5th Aug. 34. By Capt. 206. 209. Each 435. 134. case 427. when the name of a person was exchanged, by law, to prove a particular custom, a printed register is.

No evidence —

Surveys taken on public occasions are gone to evidence to ascertain the rights of individuals, inasmuch as the case of Domes' day book. There are a great number of these surveys. They always proceed on the ground that the act is done under the direction of the public for the benefit of all in determining public questions. The facts that are established are entitled to a degree of credit, to which no individual is entitled.
Evidence

4 June 1857.

Day 162.

2 Act 1873.

Plait 90.

and burials as evidence of the fact. Their statute in all civil cases except an action of assumpsit, a marriage may be proved by reputation. In crim con or a public prosecution for bigamy a party must be put to her oath by two testimony to prove the marriage.

Liv. 1334.

where they have accompanied the possession of with the boundaries as adjudged by ancient purchasers.

Ancient maps of lands are good evidence.

1st. 93. 307.

1st. 93. 307.

Plait 90.

Plait 91. (Bank 139)

On the same principle of later years the books of a bank have been admitted to prove the transfer of stocks of private written evidence.

10. 94 (Plait 92). Plait 92. At this the rule is, that the original if it exist at any time, but if the party is always the producer, unless it has been produced, no evidence of its contents can be produced.

Plait 95.

Plait 95.

Plait 95.

Plait 95.

Plait 95.

Plait 95.

To the examination, he alone is competent, to inquire this private writing. For this reason, it is presumed to know the circumstances.

1st. 94. 37.

Day 266.

25st. 90.

So is the best evidence.
Evidence

Evidence

The practice is contrary.

Before their testimony is admissible, viz.,
the subsequent use of hand writing, a foundation
must be laid for it, by showing or proving the
situation in which the untrue hand, or that the
in question, do may be incited on a matter
of right


If more evidence than one is required to
an instrument, the testimony upon one contrary
error is sufficient, but one. But if
the subscribing witnesses are dead, then the hand writing of another
can be proved, the reason of it will be deduced from

Peake 101.

181. 2p. 384.
642
Bar 462.

Peake 101.

The ground on which evidence deduced from the
hand writing is admitted as proof, is that the writing
of every one was something peculiar to himself, from
the men, it can be known by those who have been
accustomed to read; hence the belief of each person,
always admitted presumption, reliance of the fact
both in civil or criminal cases.
Evidence

Chapter 12

The person who is shown to be the author of a document by the handwriting evidence is considered to have committed the crime. This includes the handwriting sample as the most reliable evidence. In court, the handwriting must be compared with the questioned handwriting. The handwriting sample is not sufficient.

In accordance with this rule, courts have in general rejected all evidence arising from comparison of handwriting, except in cases where the handwriting is clearly and unmistakably identifiable.

But where the handwriting of the writing person is in question, the examination of the handwriting by the party, as well as any other evidence, is required.

Chapter 135

The doctor or the police officer may examine the writing before the court and provide evidence. The handwriting is compared with the questioned handwriting to determine its authenticity.

The handwriting sample is not sufficient to prove the authorship of the document. Other evidence, such as the context and the circumstances, is also necessary.

Chapter 142

A party was allowed to examine a witness.
At the Post Office, a box containing letters intended to correspond, whether from the appearance of the handwriting, the handwriting, in the absence of the party, the tenor of it to the party.

At first, when the handwriting is the handwriting of the party, it is considered as a question of fact. And it is considered whether any evidence to the contrary.

The evidence in this case was that of a witness, to the contrary.

Furthermore, no evidence of the handwriting, had been produced by the party, to support the evidence, which may be taken to the contrary. In this case, it is the reason why the handwriting is not personally known.
Evidence

Rule 148-9. It has been decided that if the party has notice to 1 FR, that given produces the instrument the other party may deal without the proof of its execution.

And this rule has been extended to the case where 2 FR have come into possession of the instrument so as to be evidence

against them.

But Lord Kenyon says that nothing but a reciter of the course of trade, shall compel him to acknowledge the case as law—sometimes the master of the execution of the instrument is necessary, now here there has been a possession of it for

Ct. 103. This often without production or alteration. And thus

presumption may be rebutted in various ways.

So too in case one has written another the writer

Ct. 111. 121 no sufficient evidence of the writer and against the party to

Ct. 106. those claiming under him. This is only secondary witness

1 FRA. 286. 128. Here must be some evidence why the reciter does not

108. produce. But in no evidence against a stranger, for the

Ct. 108. admission cannot affect his rights. Besides there might

65-85 be easily forged by false recital.
the usual practice in order to oblige witness to attend.

After the summons, if witness will not attend, to issue a capias to bring in his body. If this does not bring him, the case is not guilt continues, but must go to trial. If witness dies, the cause to all the damages the party suffers by his non-attendance. This lawsuit must depend on the nature of the testimony which might have given. If small or no consequence, only small money or nominal damages are recoverable. If witness or being brought in, will not testify, it may continue for a contention.
An action of Account.

There is an action founded on one of forces or relations contumacious, or upon a policy, in which the cause of action is that one who has a duty of another to account for, not render an account for it. If the same is rendered to prove what shall be found due on this account. If the account is rendered in account or on a demand. If the account or demand is rendered on a demand. If the account or demand is rendered on a demand.

By Stat. 4 Ann. the act of a tenant in common or tenant in common or tenant in common or tenant in common or tenant in common or tenant in common is the act of the tenant in common. By the act of the tenant in common or tenant in common or tenant in common or tenant in common or tenant in common or tenant in common is the act of the tenant in common. By the act of the tenant in common or tenant in common or tenant in common or tenant in common or tenant in common or tenant in common is the act of the tenant in common.

Ex. 17. 2 Pet. 404.

Note: 9th. 1st. 2nd. 3rd. 4th. 5th. 6th. 7th. 8th. 9th. 10th.

Action of Account.

The benefit of the act or common or

Stat. 2d. 3d. 4th. 5th. 6th. 7th. 8th. 9th. 10th.
Account


The said legal expenses by right Co. Here a precedent case and to all said. Legal expenses.

St. Court before the Judges. Distinction between Receiver and Receiver. Receiver in one who has the funds of any kind. Grandmother to improve for the owner's account. He who is entitled to an allowance as owner for his reasonable expenses.

21st. Dec. 17 2/3. Cons. C. B. in favor of the receiver. Receiver must act for the funds which he has actually made. He for those which he might have made by reasonable caution.

By reasonable caution.

The receiver is one who has the money to pay the account, in which he is the owner.
Account

In case of partnership I suppose of Joint Tenancy etc. Where one Debtor has more than his joint to

It is said that acct. per 5. Thse. 2.74 per 5. More than his joint to

Is it said that acct. per 5. Thse. 2.74 per 5. More than his joint to

a. If the latter is not where a sum
certain is to be recovered to - that acct. per 5.

a. If it is not where a sum
certain is to be recovered to - that acct. per 5.

Is it said that acct. per 5. Thse. 2.74 per 5. More than his joint to

Should it not be that an acct. certain one

Should it not be that an acct. certain one

cannot be charged in Bailiff's acct. or acc. per 5.

a. If it is not where a sum
certain is to be recovered to - that acct. per 5.

Is it not where a sum
certain is to be recovered to - that acct. per 5.

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Is it not where a sum

certain is to be recovered to - that acct. per 5.
Account

If balance of goods works on refused to deliver the
18 pr. 59, act will not lie, but works or delivers on special
19 pr. 112, act on the case: for he cannot receive them to continue

Co. Dip. Act. 2. 2. 2. in court for

Co. Dip. Act. 3. 2. 2. to act here and in division for the benefit of
from 29, funds for the act in court on contract case
3 Brad. 22.

It is the bailiff to make a deputation, a cannot have

Co. Dip. 2. 2. 2. the act of the deputation for want of priority, that

Co. 16. 22.

2. 12. 119. the bailiff is nay.

Co. R. 2. 2. 2. the act may be an eq. 1 title for rents

3 Brad. 22.

2. 11. 117.

2. 11. 118.

2. 11. 119. It cannot contract, it is supposed incautious of

accounting.

If the who solicits account of another to account

1 Mac. 20.

1 Math 9.

Co. 89.

Co. 89.

1st. dip. 1st, 2d, act will lie as they will be on 2d. special

3d. 1st. 2d. 2d, act will lie as they will be on 2d special.

4th. 1st. 2d. 2d, act will lie as they will be on 2d special.

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70th. 1st. 2d. 2d, act will lie as they will be on 2d special.
Account

1 Dec. 20.

Does not the law imply a promise? Is not this a good

ground of act?

If one by deed acknowledge that he receive property
to account also, he has no election to bring act of acct

on account on the deed. The taking of this security
does not void the right of lien of acct for the object

of the security is to control the party to acct and

spoil the effects of the party who is not

made void and open to the

Basis of it, accept his, not as him for the act

is founded on priority of contract, must consider

in case of actual breach, no such priority

of contract as required in acct.

In an act of acct if offer incurriend there are

always two accounts. What that debt act gives

of the lender his favorable account

confident. Auditors are then appointed by the lot

before whom the act is said

The auditors then make their report and final

good account

judgment is rendered when it is on a conduct.

In case the lot award reasonable cost, for the

approval of the auditors. Paid by the party, in whose

favor the judgment is, paid into the acket cost.

The auditors make out their cost to be recovered

in the final account.
If Dept refuses to attend before auditors or if Dept refuses to produce his account, the auditors may award a
suitable fine, without demand. They may also by order of
the auditors, order the appearance of Dept. or to produce
his account. If Dept does not attend, that makes
no provision the need of any provision.

If auditors find a balance in favour of Dept.
then they may award 2 d at present year for

treble damage, as well as costs. Notice, &c.

Acts 150, except in old debts. The King auditors have no
compulsory power as in law. Except in 150
acts, what Dept may plead in lieu of the act.

Acts 151, what he may plead before auditors. There is considerable
contravention.

Please note, this is the matter of the cause. It is to
be pleased in 152 before the judge's gown constructed. This
is called a good issue before auditors is that Dept is
not in error.
Account

Competent for deposit &c. to the act &c. anything

which shows that he is not bound to account. No plea in

bar can be good, unless it shows that he is not bound to acc. &c.

It is a good plea therefore that he never was BiUiff

&c. in receipt of so much, this is the gen. case,

or the same principle, a release of all act.

is a good plea in law.

Is a release of the particular act, a good plea, unless

all act, is a release of the cause of act.

So an award of arbitrators, that Deft. should be

acquitted as a good plea—because the award being a

legal one, operates as a release, is equivalent to a

release in operation.

R. &c. 91.-41. R. 110. 15. 22-30. 

Plan that Deft. recd. the money to deliver to the

Deft., or so much of it, as is said to be good. In—1 think

good for it, and if it be good, unless it involves a denial that it was

sent, or no more I am able to recover on the

rec. &c. if considered by the at. &c. to involve the

sent denial, and then it is bad an amounting to the

good since good in substance.

Then all go to them that Deft. ought to account

It and it is considered as admitting that Deft. was

once accountable, it is clearly bad. Deft. defence

before mention.

To write pages, monogram bound.
Diel

When the debtor is in a judgment on the
1726, 557, 656.
525, 170, 480.
1682, 129.

So if having been in custody, he is discharged with
no one, any other man

7 Nov. 19.
9 Jul. 521.
9 Nov. 522.

As if, he had received satisfaction in law. The release by the

If a debtor having been taken in reo
taken to custody by the judge's debtors discharged by debt out of custody—this extinguishes the

Debt, and not debt, were the debtor expressly agree to pay the debt

22d 32d 2 M. D. Does debt in judgment even lie in law when debt can

But only flat take scire?

In Eng. debt, scire cannot issue after a year

3 E. 11, 98.
This case off, only owing a de
tion. Debt may vary by debt on judgment a original writ after such

Debt must vary by debt on judgment a original writ after such

Debt, and not debt, were the debtor expressly agree to pay the debt

D. M. D. gave debt a reo far in the case. as near

But why scire, should not issue, at now after a year, a
day. If cannot take out scire until a year. Exception

24th 12.

e One case.

If there be questions in law whether debt in judgment

after this year, 21 May 175.
2 B. 14 -

will not lie within a year or a day—It to be allowed to

should be paid the judgment.
Debt

Thus debt, may not be put to the issue of carrying the debt by action, if to compel payment without an issue. Therefore, that the act must lie before an year and a day.

This reasoning would not be conclusive to me, if I had found the same conduct in a case decided in King's Bench in the long term: a debt or judgment was lost in Easter term, upon the intesting time could not be more than three months.

As I am no time limited for taking an issue, therefore to bring debt or judgment after a year & a half, I am no pecuniary, an act of loss of time, as in King's Bench, and it seems equally agreed that in time, debt or judgment must not lie, while issue can be taken made of the debt or judgment, the full benefit of the judgment obtained by it. Here it would be necessary to know.

But on the other hand, where pecuniary cannot be

Debt or not to taken out as a matter of right. Debt or judgment will


Debt not except 3 years of the

To where great length of time being claiired, it is

To which a issue of time, after this, would not grant issue, debt or judgment on one leg, this

Because that the debt will not allow issue as a matter of right.
Debt

It also when the full benefit of the judgment cannot be obtained by taking upon debt of judgment liens upon the
Kirk 311. 422
might have been of right, e.g., if defendant in the original
judgment
be enjoined by an order of foreclose or attachment,
be also if judgment was rendered in another state, where suit
PROCEDURE cannot be obtained; but, as was once in the state
Kirk 177.
judgment be made on that judgment rendered there, because
there also would run into the state.

It also same, debt on judgment, here of record, has become
long unsatisfied, whereExtractor to obtain interest on the
judgment, and the liens of state allowed interest, to mature to
sum, according to the rule of the law, law being formerly
The steps in a suit, in order to set down definite time is given within
which upon, must be taken or charged.

An erroneous judgment, will support this suit to
Kirk 177.
debt on judgment, for such a judgment is available to the
purposes, till renewed, that a void judgment will not
support debt on it, it is no more binding. Every sovereign
state is to all others a sovereign state. By the constitution
of the U.S., it is provided that full power in each
State, State is to be given to all acts, recoverable to a judgment in other
State, or power of another State. So inquiry is made in this case into the original
of record of another State. In art. 4, sec. 1. Deced in New York, to suit at
State as just as conclusion as that the original cause is examineable that it may then
of the court State, and there was no cause of suit in that State.

Dallas, 1 Oct. 1861. Lennie, 460. in June 426. Converted
2 Dallas, 362. 8 Jan. 1864. 15. v. 121.
Debt

If a debt was given to a debt collector in New York, and a resistance was made to the collection, the court in New York, in accordance with the laws of the state, would refuse to enforce the debt. The judgment of a foreign court may be enforced in New York, if it is a valid and final judgment, signed by a judge, and authenticated by a certificate of the court. The judgment must be verified by the party claiming enforcement.

In cases of debt on foreign judgments, it may be necessary to prove the laws of foreign countries where the debt was incurred.
Debt

Before the present constitution our late ancestors were
on judgment rendered in other states. Debt being a peculiar
matter, was to be given to suit their idea also that the original cause
of debt must appear in the declaration. This latter opinion
is inconsistent with the former to suit the common
law. The common law requires the original cause of action to appear in
the declaration. I think therefore it is not true that the original
cause of debt must appear in

They treated such judgments therefore as not sacral
from foreign judgments at common law. The place on the
usual doctrine until debt to be debt, is concurrent with
debt on foreign judgments. Interest is allowed on such
judgments as well as foreign as on judgments on a

In debt, foreign judgments rendered due,

his only remedy is to attack the
contract.

Debt will not lie for

also lie, not to in all cases if an error is proved by mistake.

obtained by fraud, breach of trust, sale of frozen
by a person not the owner. This rule is true in common
acts. In most contracts express or implied,

that where debt has been paid as well as. This

universal. Clearly not in case of specialty.
that debt is concurrent,

The rule is to be understood in goods on concern of
refuse promises, or those implied from transactions in
nature of contract, i.e. actual contract, pure slate of goods sold on
other occasions. Debt, debt, in concurrent, design is denied with
in foreign judgments in last together the one of these cases
and seems to be as declared.
Debt

Debt, obtained by fraud in the judicial proceedings, therefore void. If a void decree is not void, it is a nullity. The fraud must be in the proceedings in the suit, not in obtaining the reformation of the decree is not void. The fraud must be in the proceedings in such a fraud or in reducing the amount of a day in the fact. It is no bar to the appointment of being lead in the suit. If the service is forged by the party.

Debt, never having had notice. So if irregularly obtained it may be void. A non-just decree in a court in irregularity. The party, though indirectly, filled with force, must be removed on a day certain. In a suit beyond which he can bring a cause, save the original process is void, to all proceedings where it is void. To act, first, before a court, having no jurisdiction of the subject matter.

In civil, on judgment, obtained by foreign attachment, debt lies not on the attaching debtor himself, the object being to draw forth out of the hands of the garnishee. Judge Reeves thinks debt will not lie on

I think debt will lie at the. But debt on a common judgment may lie last day for attachment. Noting that satisfaction of the judgment cannot be obtained by execution — either infra. But it is, in the object of the judgment, to draw forth out of garnishee. And if this is true, is it can be to take his person?
Debt

For money caused by bond or simple bolt, the debt is as the bond or

A bond is payable yearly, no time of payment

condition was that the bond be void if debt did not

constitute a breach. A breach, clear mistake

The agreement to do the act. But the common remedy

is the act of debt for the penalty.

Debt on bond damages may be given or seeking

penalty in certain cases, e.g. 9. Sec. 1 principal.

interest of the debt, as above said on the instrument

This is given by way of damage, for

penalty, as debt, nothing but the penalty, 7. An injury

given for detention. So, two or three months, may

not be considered as debt.

Condition of a bond is, that the obligee under

4 years, a declaration or prohibition is denied, and the

must be considered an act.

principle. 4th law.

penalty. 4th law.

Pen. 2d, 1089.

Rate of living certain persons, etc. is a breach of debt will lie on all a breach -

may be on a due account.

If there is a covenant with a penalty, obligee on

From 1031, once in 10 years.

the construction of the instrument. Must the obligor agree to pay

Debt to the act of pay the penalty. There is no pecuniary.
of intention arising from the face of the instrument.

And in no case does Delit lie upon an officer who has collected money
concurrent with a debt in equities, the refusal or neglect to pay a
contract to pay it over in Law. This seems an
expectation to the creditor, that Delit lies on an
resulted contract as well as. But by the terms, a judgment
Notwithstanding, transferred to the party.

But debt will not lie for collateral articles
considered as transferred to the party.

This seems in a suit of conditional execution it would have

Abe. 4. Dec. 1806.

But the debt will not lie for collateral articles
considered as transferred to the party.

The committee for the possession of the
money at several days, debt and the
commission with the last day, to the
sum of $100. To be in case, and
given a premium on sale payable by instalments.

This seems an
expectation to the creditors, that Delit lies on an
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Evidence

If a bond has been dormant for twenty years
or more without payment of any interest or any demand
simple contract having been made or any circumstances to account for the
very thing of acquiescence, this is itself sufficient evidence of payment for the long
and full
if presumed to be then satisfied, you defeat a renunciation plea of
default in not solut

bound to pay

This doctrine of 20 years' prescription was laid down by
put of present
- the Hall just like thought it merely a circumstance where a long
time money might presume payment. In the opinion it was adopted by Lord
given in contradistinction that if a bond be of 20 years' running and no demand made thereon, obey
20
years' issues, issue in a long perseverance into an initial action it should indeed
and dispute within 20 years. This doctrine was afterwards adopted by Lord
in case of present 2a 3, in 3 1, P. 185 2967 -

In the case of the Lord, it was said that there was not any express

any special or distinct limitation of time where a bond should be presumed to have
been satisfied. The whole time was about 20 years, but Lord, known, that
be given in ever
not any statute limit to a bond, such as time when a bond might be payment
20 years. issue, but it was not paid for 20 years, but of course that the party
not be and that the money must repay the money

2979 it, said that

was a distinction between length of time as a case of 10 years or any evidence
of the former was found, the statute only must apply. You declare in the

one of a bond no positive time. It has been sufficiently laid down by the Lord that it
might be 18 or 19 years. Above these elements of Lord may seem to imply that
a long period of time than 20 years, 30 itself subject to raise a presumption
of payment. Yet in 1807 292 it is decided of which Lord conceived such
document and be fairly inferred. This being true you must
be that where the time fails short of 20 years the evidence will be
regarded to raise a presumption of payment, such as having settled an life
in the mean time, without having noticed the debts to the next most evidence
will be sufficient, but where the bond had stood 19 years to rely with any demand
the circumstances alone are. Lord gives the presumption of 20 years 270.
Debt.

If debt has been paid off, the surety appointed for the payment. The presumption of the debt having been paid is rebutted in the said deed. The surety should have been added post-deed.

Receivables

For debt within 20 years, recover on the bond by the obligors. The surety's full and clear warranty or signature did not appear otherwise than by the record. It may be given in evidence to rebut the presumption. In case there were none and not been a breach of 20 years, from the day of payment, determination as to date of the indenture. In the indenture, 1780, refers to the indenture of a receipt part of the bond, after the indenture had taken place. To be given in evidence, saying that the case differed from that in 1780, where the indenture appeared to be made before it could be shown necessary to be made use of to overturn the presumption.

Debt when bond is lost, may plead a release given after the bond. If there are two or more obligors, a release by one is good to all. 10 Ohio, st. 148, 559, 577, and 352. As for a release to one or two or more such as part several obligors, it is good in all. 10 Ohio, st. 148, 559, 577, 578, 580, and 352. Provided it is immaterial whether the release be by deed or operation of law. 48 Ohio, st. 148, 559, 577, 352.

Where the release is found to see the power of the solicitor in 7 Ohio, 599, 600. In 18 Ohio, 467, where there is no assignee or assignee thereof, seek a release from obligors, it will not be

A release in a bond will not operate as a release in its own nature, but only to avoid assignee of debt. 30 Ohio, 188. 42 Ohio, 38.

Hence, if there be present not to one, but to two or more, the nature of debt. If so, this may be pleaded in law. It may not serve as to the other obligors. See 17 Ohio, 259. 10 Ohio, 187, 259, 350. 5 Ohio, 57, 58, and 59. 12 Ohio, 57, 58, and 59. Interrogation between courts and courts of equity will serve as to one or more obligors. Set. 1. If pleading this, since that nature, or an unjustified demand, can be affected.

Repos, 47 Ohio, 388, 467, 468. 42 Ohio, 187, 259. It is well to understand the release of debt, to show for such other security, as it should, and more convenient and finished, to be a judgment in the name of both, but, as regards to other conditions, for the due performance, to work in its favor. And to determine, once weekly, such weekly rates are in the nature of liquidated damages, paid by way of penalty, amounting to the debt, by hand, the signer.

A debt due by that hand, cannot be set off. Miller, 262. For the remedy by way of set-off is, in order to supersede the necessity of cross actions, all debt due by debt, shall be recovered in any suit. 32 Ohio, 467, 468. If, by any other means, to effectuate the purpose of this act, giving evidence of notice of set-off, it may be applied to at the Circuit Court, st. 18 Ohio. The debt, said for in time, will not be set off in an debt of them in the name of the other, 12 Ohio, 467.

A debt due by a person in right of his wife, cannot be set off against him in the name of the other, 12 Ohio, 467.
Account.

But plea, that Debtor has made full account in satisfaction.

Note 12544.

1st. Money is not a good item in law; for the goods
and 3d. plea not substantially admits to it.

2d. It acts on the defence to be used before auditors

3d. That "Debtor has fully accounted" is a good plea

Co. Dig. 3d. 3d, in bar; on this plea, the Debtor cannot go into the act

Art. 12544. But must prove this point; if Debtor has accounted for

2d. It acts on the defence to be used before auditors

5th. Now show balance is due in favour of Debtor. He has an act: act.

Gent. Rule: That if Debtor knows that he has been one

you cannot go into a liquidation of liable to act, no special plea in bar of the act:

Theor. 112, good, except "fully accounted" is a release on something.

3 Crim. 3d.

equivalent to it; or an award of a release or undertaking

in other things, must be proved before auditors.

Here you may plead this. Debtor can only plead

in bar the first issue as never Debtor to be specially

fully accounted "a release" in something equivalent to it

Wth. 12, 12, 12, 12. The parties may plead 4th issue in bar on fact, the

issue in this to be carried back to the last issue to be used

1st. 2d. 3d.

1st. 2d. 3d.

3d. 4th. 4th. 4th.

1st. 2d. 3d. 4th. 4th.

Co. Dig. 3d. 3d, 3d, 3d. 3d.

1st. 2d. 3d. 4th. 4th.

1st. 2d. 3d. 4th. 4th.

1st. 2d. 3d. 4th. 4th.

1st. 2d. 3d. 4th. 4th.
he has received at the benefit of.

And it is a great rule that nothing can be pleaded before

the court, unless there be to what has been pleaded in the

judgment, and is to this, as the duty to procure a remedy to comport,

with the record, that if he himself should, "Never doubt his

release from the court." and

year before auditor.

a record,

it all go on denying, on the other hand, it is a good discharge for debt.

of your good comforter, which is a cause sometimes of good, good accounting, is then

anything which could not be pleaded in favor to the

draft, but which discovers that the sight and to be

eventually liable. e.g. that the input in his hands

was lost at sea in a storm on the

cost

board when the goods were taken by another ship. His fault, or taken

by the enemy. This was not the place that the goods

were taken by enemies in the ship, a place in this to

the action, not some kind of a report in com-

some local law.

And in such suit at arms the draft of such a draft, or taken in the

accounting, you have no right; even in this case

tell on credit. With a special commission to that effect.

Ditto in account is allowed all lesser occasions.

inevitable accident, enemies, nothing with its faults
Account

Cost. 8. 12. If. Bailey is not an innocent as to any thing done or any loss or other case and dispossesses Bailey is answerable. Thus, though more scrupulous I have finished a good account. My account is, with his own reason, before it is due. If the account is not full and contrary to the judgment, it is then in the account of the said. If the account is not full and contrary to the judgment, it is to be paid to the successful party, and that he or she at the decision of the court, by his successful party, and that he or she at the decision of the court, by the successful party only, might have made it.

Law. 2. 8. Co. Dip. No. And it is not approved in any act before Act. 5. 13.

[Text continues on the next page]
If either party is dissatisfied with the award

of Mar. 21.

I. 

V. 

The award is set aside, if any omission or mistake

in Connecticut.

It must be for some

error of commission, or mistake on

their own principles, or in forming the award, or from the

appearances in writing. The Court will not vouch for

the plaintiff's

vindication of the facts. Look for mistakes in the

appearing in the place it was from the petitioner,

April 10.


day 116.

A.

[Note]

for an action of debt certainly lie in cases where

if it is merely implying.

A sells goods to B, at a fixed price without any

implied condition, to pay debt certainly lie.

4th. 94. A. v. B.
The legal acceptance of the word "Debt" is a

(same as the word "replied", as the usual definition)

200. 78. 19th June 1578. x.i.e. a bond for a determinate sum, note, special

181. 79. 17th June. again 17. The sum of money due is a debt. Having

181. 80. 18th June. 35. For a sum capable of being ascertained exactly

181. 81. 19th June. to any part of it, not only to good custom but also to that.

181. 82. 20th June. If one performs service or another, the sum stipulated

181. 83. 21st June. to make it a debt, of the debt or even with any agreement as to the value

181. 84. 22nd June. a certain bond.

182. 85. 4th July. for legal satisfaction.

182. 86. 5th July. 26. Act of debt, in some cases on contracts.

182. 87. 6th July. implied (instead) but not I presume on local

182. 88. 7th July. Contracts implied, e.g. if I sell goods and agree

182. 89. 8th July. to pay for a fixed price, debt here. 19th. Debit.

182. 90. 9th July. of debt is the Roman Law, remedy for goods sold

182. 91. 10th July. delivered, you want it labour done it to decide

182. 92. 11th July. by Ed. Loughborough + to by Ed. man field, debit.

182. 93. 12th July. of debt on a mere verbal contract gone much into trade

182. 94. 13th July. Debt on simple contract allowed in Eng. by reason

182. 95. 14th July. of the usage of Law. Debt on simple contract reduced

182. 96. 15th July. to writing not so much defended.

4th in name to date.

Defects, opening that he owes nothing to twelve

men, called companions, opening that they believe him

182. 97. 16th July. which is the usage of Law is equivalent to a

182. 98. 17th July. verdict for Defect. This is declared in New York by statute.
Debt

31st Dec. 21.

2. Because the whole sum demanded must be recovered, according to the old rule of the common law, and now abolished, 1st Bl. 249, 530. 2nd Bl. 249. 24th May. 6.

This rule is still retained, as to simple contracts reduced to writing. But it does not appear to be very frequent. The debt will generally lie on a simple contract reduced to writing to recover a sum ascertained, yet in some cases, debt lies not on such simple contracts, e.g., an eff. or an adv. as such for no third person can from his own knowledge swear that another does not owe a debt to him which was due and undiscovered.

For, by 2d Bl. 192, 193.

2d Bl. 192, 193.

First, 2d Bl. 192.

2d Bl. 192. 193.

1st Bl. 192. 193.

1st Bl. 192. 193.

The rule of the maker of a bond is a bond of the bond, and is not a bond of the maker. In this case, the bond is a bond of the maker.

5th June 1873.

Case of an Attorney.

3d Bl. 1876. 2d Bl. 240. 2d Bl. 240. 2d Bl. 240. 2d Bl. 240. 2d Bl. 240. 2d Bl. 240.
Debt.

On original promise verbally to pay the debt of another within the promise, Debt will lie. If promise of payment of a debt, it should be in writing. Debt will not lie nor have a color of debt, promise will not lie if the promise is not in good consideration. Pro in sound part.

[Signature]

Debt will lie where the person for whose use it is never liable. Debt of the original liability was by the party to promising, i.e., by the party to whom the debt is due. If the promise is not original, Debt will not lie.

[Signature]

Debt will lie in a Bill of exchange. It is, in essence, a promise of a guarantee of the promisee, Debt to the payee. Drawing in the debtor, the bill of debt to the payee, the payee, receiving it, is doing something, the debtor thinks debt will lie if payee accepts the instrument. A Bill of Exchange must not be accepted.

[Signature]

Bill of Exchange must be brought in a Bill of Exchange in case of a bond, must be brought in a bond for debt. Debt is not a promise of a simple contract. Debt lies in some cases on implied contracts to pay a sum certain.

[Signature]
Debt

...sometimes, when there is nothing like a contract or
bargain or other commercial transaction from which to
imply a contract, Debt will lie: e.g., on a penal Stat.
debt will lie to recover the penalty, where the penalty is certain
there being no specific mode of recovering the penalty here
soved. This is a common practice in Eng. & Ire. It is a
civil act, in all its incidents, the act in its consequence.

This is the proper & appropriate act to the before act: but
the P'ty. is an entire stranger. The reason is that every
member of the community implicitly promises to pay all
 fines imposed on him or in the manner prescribed.

To Debt on a Penal Stat. Not guilty is a good plea.

In the action, in point of form, it is on special demurrer,
and debt is a good plea to debt; no good to debit on
specially. First, all civil actions but before 07/07 if the
penalty is above $70 are appealable—see acts criminal cases.

The debt lies not to recover damages, yet after
damages are recovered in any act. Debt lies on the
judgment. For then the demand is by the judgment made certain
up. Recovery in Fines. Debt lies on that judgment. The
judgment turns what was originally damages into debt.

To whom an award of arbitrators to pay a man certain
Debt lies. The award ascertains the damages in the
nature of a judgment & debt lies. The page 203...
**Action of Detinue.**

The Act for the recovery of a specific chattel is for the specific restitution of the chattel. It must be made, if it cannot be had. Damages for the value thereof. If action is brought at not an out of detention, that out of open, express or implied, and if such detention may be proved in any note. The lien is only for money, being a lien on money describing it. The reason of the rule is, that the primary object of the act is to obtain specific restitution, if it cannot be identified, it cannot be restored, nor can it be restored to its owner. It is for a house and goods of such in value as 316 dollars.
Notice & Request

At Rome, Law, a request by the Right is always necessary

1. An action must be commenced before action is
2. An action of assumpsit, homework, and
3. An action for covenant, and

The notice, he must also show it, or the declaration is in all cases

Promissory notes are payable at

Promissory notes are payable at

By the parties to the

If a promissory note is payable at

If a promissory note is payable at

A promissory note is payable at

In all cases, a promissory note is payable at

A promissory note is payable at

A promissory note is payable at

A promissory note is payable at

A promissory note is payable at

A promissory note is payable at

A promissory note is payable at

A promissory note is payable at
Notice + Request

A promise to pay by a person

Promissory note: If it is not in writing, it may be enforceable.

B. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

C. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

D. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

E. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

F. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

G. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

H. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

I. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

J. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

K. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

L. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

M. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

N. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

O. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

P. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

Q. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

R. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

S. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

T. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

U. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

V. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

W. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

X. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

Y. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

Z. A promise to pay by a person, usually in writing, in a certain sum, for a certain term, to be paid at a certain time, if not in writing, it may be enforceable.

Special request is necessary.

General rule: Whenever the request forms a part of the consideration in the contract, it then forms the part of the act.
Request.

A special request is necessary when it is not raised without

It is not that actual request is not necessary where

the debt or duty is incurred to the contract & independent

of it, if the promise be in which it is the how and in to be

on request; for when the request is no part of the consideration

it is not the course of the act.

B. For all money paid the last rule must be understood of those cases in which

for his debt, both the express contract does not vary. the duty already existing

notice of request and necessary. Hall 388: the subsequent contract may be to do a collateral thing

for money in the former request be (at refund) — if the promise not made & paid

in accordance of the, express

agreement. [1] 132. 32. 32.


[Ser. 183]

[Rem. 52. W. 183]

[Letter 231, line 85.]

Where special request is necessary, time shall

be alleged, if being traversable. But where

the special request is not traversable, time is placed

new not be sued. This is not the rule applicable to

cases in which the subject involves a denial of the

request, as the allegation is not then traversable.

Specially judge. Rob. all on a Bill of Exchange
Request

Books of Entries, of tenor, "of which DEBT the notice, subject to, on request,
was not by him, or any person or entity, a Special Request to P.T."

must be recorded.

1. Sound. 32.
2. Sec. 12. 62. 65.
3. Sec. 29a. notice, when necessary, of a radical defect, or not.
4. Sec. 113. 23.
5. Sec. 84. 85.
6. Sec. 74. 85.
7. Sec. 74. 11.
8. Sec. 74. 85.
9. Sec. 74. 11.
10. Sec. 74. 85.
11. Sec. 74. 11.
12. Sec. 74. 85.
13. Sec. 74. 11.
14. Sec. 74. 85.
15. Sec. 74. 11.
16. Sec. 74. 85.
17. Sec. 74. 11.
18. Sec. 74. 85.
19. Sec. 74. 11.
20. Sec. 74. 85.
21. Sec. 74. 11.
22. Sec. 74. 85.
23. Sec. 74. 11.
24. Sec. 74. 85.
25. Sec. 74. 11.
26. Sec. 74. 85.
27. Sec. 74. 11.
28. Sec. 74. 85.
29. Sec. 74. 11.
30. Sec. 74. 85.
31. Sec. 74. 11.
32. Sec. 74. 85.
33. Sec. 74. 11.
34. Sec. 74. 85.
35. Sec. 74. 11.
36. Sec. 74. 85.
37. Sec. 74. 11.
38. Sec. 74. 85.
39. Sec. 74. 11.
40. Sec. 74. 85.

"on demand," if DEBT cannot discharge himself by tender
with the request, special request is necessary, especially
engage to deliver such a demand in goods at this time,
be, if merchant engages to deliver such a demand
in goods at a time fixed; or he cannot select the

when the election is to be by a stranger, DEBT
must apply to P.T. to induce him to select... But where
in can discharge himself by tender, special demand is not

the two last rules so far as they interfere with the
particular ones before laid down, are subordinate.
Request

If one accepts a bill of exchange to be paid by his banker, at the latter's store, presentation of the bill at the future for payment is sufficient necessary to give the holder an act of the acceptance or indorsement. True, if the acceptance

Acts 1194. Pr. 1195. can be proved to have the same effect in the banker's hands—no need of proving a presentment.

In Bell v. Howland, it was objected that Bell too hastily in his declaration only that he was ready willing but had not time to get the letter. It was held by the C that he should have set forth his title. Lord Carlisle remarks by

Lord Carlisle 6 Barb. R. 581. 2.

But whereas the presentment of the note becomes impossible by

the act of the party to whom it was to be shown, a tender in law

is sufficient but the party will tendering must show that he has done

everything in his power.

Where there are mutual promises, the mere promise, and the performance in the consideration of the agreement (whether one promise be the consideration of another, or whether the performance

(15) 9 T. R. 373

not the mere promise be the consideration, must be gathered from

depends entirely on the nature of the agreement) there are

set to may be maintained by either party without showing per-

formance of the agreement on his part.

So in all the late decisions, however, according to Pocock, the intention of the parties is the governing principle. Further on this subject


1 Silv. N. S. 100. 4. 1st. 408.
2d S. 3d S. 4d S.

3d S. 3d B. 19d. T. T. may see yf. covenanted or covenanted. But two coys. jointly, yf. must be sued jointly.

3d R. 28a. 12d. 2d. This or more coys. jointly and severally all may be sued together or each in a two action or one alone but two or a few members of yf. whole can not be joined. Yf. can not be treated as all two joint or as all together second.

5d R. 382. 2. 2d. If yf. are two or more coeunanted or obliged all must join as Yf. to sue one common to all contracts.

6d. 7d. 29. 1d. 49. 1d. 1d. If yf. be Diss. may plead new joinder in abatement or prayer of yf.

1d. 1d. 497. 1d. 1d. And if one of yf. covenantees is dead his y. can not join of others as 1g.

6d. 4d. 729. 1d. If whole remedy devolves to yf. surviving covenantees. But if he survives he must accord with yf. defendant twice.

8d. 1d. 12a. 9d. 1d. A case of joint and two covenantees, one of yf. covenantees must in some case sue alone as others both must join.

1d. 8d. 19d. 8d. 1d. If interest of yf. covenantees appears to be separable such may be separately as when one house white or red to A. and black one to B. and one jointly to require yf. may sue equally or when one owes to pay to A. Y. B. 150. 20.

1d. 8d. 11d. 12d. 8d. 1d. 1d. In equaly divided between them.

8d. 1d. 12a. 9d. 1d. And either covenantees may declare on of coys. if

1d. 1d. 1d. And one owes to himself without nearing yf.

1d. 8d. 19d. 8d. Then though he may also declare upon equally or it would.

1d. 8d. 19d. 8d. Then though he may also declare upon equally or it would.

1d. 8d. 19d. 8d. Then though he may also declare upon equally or it would.
The Nature Creation Construction Action

Covenants contracts & agreements are often
cov't 244-5. used as synonymous
Covenant is a contract written in future it may
by indenture, or deed poll,
the by indenture it suffice to maintain the action,
that covenantors sealed, the covenantor did not.

A 108 But 157. It is the usual remedy at Law for damagers, the Left
3s. 40 429. will lie on covenant, where damagers can be reduced to certain
But where the covenant is to do something in their
1 Bar. 526. But where the covenant is to do something in their
1 How. 24 129. is to convey or execute. Deeds of the most common kind are
a by deed in Chancery.
1 How. 24 129. If the matter of the bill shows a right to damagers
2 s. 47 24. on the court only, it is not retained, for damagers are not
100 s. 1570. accountable by the chancellor's conscience.
But even in these cases (ie where the remedy is
1 Bar. 526. in damage only of the relief found is only consequential or
1 How. 24 129. collateral to a ground of relief properly cognizable in ch.
2 s. 24. the bill will be retained — e.g. a matter of fraud and deceit
the damages. A true B on cover at Lord 15 July a Bill
for an injunction on the ground of fraud a letter court
Call for relief on the covenant.
If there is no fraud let I will direct an issue to ascertain
the damages — in case the B will enquire into the damages
as if it to be committed.
Covenants are either Real or Personal. Reality, which one binds himself to pay or assure things real, in Land and Tenements. Personal, when the covenant is annexed to the person, or to persons only — as to do an act of service to pay money.

Covenants are either "Real" or "Personal." Reality, which one binds himself to pay or assure things real, in Land and Tenements. Personal, when the covenant is annexed to the person, or to persons only — as to do an act of service to pay money. This division is derived from a reference to the object of the contract.

To set a term of words necessary to make a covenant, any words having the concurrence of the parties in an agreement is "real." Any words importing an agreement, e.g., "I will give to B," creating a real estate "is binding as a real" if it affects the land. For example, if A gives a description of land, he must be particular about the words of the covenant. A constructive covenant may be one to something past, present, or future, e.g., "shall, by which one covenant by deed, or "shall accept the lease."
Covenant

A covenant in law (wide sense) differ from covenants in deed in this, covenants in deed are founded on an agreement, as amounting to a covenant express; but the words are used in the most direct, plain, and explicit sense of yielding or paying rent, renewing rent, &c.

Then as well as the words "covenant" in the verbal court, "covenant" elsewhere.

Covenants in law are implied, not from the statute, but from the nature of the contract or agreement which is expressed from the express words, or the "covenants" denominated in deed. In deed, a covenant in law that the lessee has a good title, if this is evicted, covenant lies on lessee. This will not cover the before eviction as on covenant of seisin.

But covenants in law are restrained by express terms as to the words, "covenant grant in," which are to a covenant that lessee has good title, that lease shall quietly enjoy, followed by an express covenant of eviction by tenant, or any claiming under him; covenant in not broken by a stranger evicting.

Lease by covenant et al firmans land, covenant not to be used after year for a stranger's entry.

This must mean a tortious entry, not an entry under alien title.

Complainant was cited with 4 & 56.
Covenant

a recital in a deed of a formal agreement, creates a covenant on which an act will lie. Moreover, it was agreed on, has been agreed that it should lay and make the said covenant on itself.

But in covenants, the word covenant is not used, there must be words which in fact are covenant, or the act will not lie. Hence for many years, to retain, provided it is agreed that some shall perform time. This is not only a qualification of the words covenant, but a substantive covenant by act where the words "it is agreed" it would be only a condition precedent to lease, performance, lease to be for 100 years, with provision that if 100 years within 20 years, the parties have the performance for so many years as remain. This proves to be a covenant and not a lease. It is not in the nature of a demise or grant, but of an agreement executory. Besides it is used as a lease for uncertain, and its beginning and length of duration.

A lease or other interest to a deed executory absolute
condition is performable of the act, covenant in deed. It extends as well as to covenants in leases, to those in deeds.

A lease provided it is condition that lease does not in act lie in no covenant but a condition.
Covenant

to defeat the estate. To which a stipulation in
Lev. 25:48 & 49 is in nature of a defeasance, covenant does not lie
at law.

Construction of Covenant

To be construed liberally: i.e., the meaning of the
phrase is to be sought, with such strict adherence to

positive rules as in cases of deeds or grants executed
conveying a present interest. Therefore in many
instances a literal performance could not be required
of co. A covenant to deliver a ground to its on such a day
in living the obligation, before the day to me 15 or
the land at the covenant deliveror delivers on the day, he is
liable on the covenant.

So on the other hand if one covenant that
my son, living under the age of consent, shall
many covenants daughter, before he attains that
age, to be born, many times afterwards, deliver, there
is no breach, for it is strictly no marriage —
there is not a literal performance; but
it is substantially performed.

Covenants to leave all the tenant on the land
out of his own, it leaves; it there, it is a breach.

A covenant to deliver a piece of wood to B
out it into letters & then delivers it at the day
in 249. 250.

This is a breach. To where deliver, a former covenant
not shall have fire grain, & shall them.
Covenant

Covenant to pay £50, money not mentioned. It has been

granted, that delivering to the assignees in receipt,

of collateral article in no performance.

When the words are uncertain, they are

taken most strongly of covenant, most beneficiary to covenant; e.g., Defor covenanted if He would

daughter to pay him £50 an. holden,

payable for He's life.

When an exception in a lease amounts to covenant by


Rule: when the lease is of a given subject, except of a
certain part, the exception is not a covenant that Lord

will not occupy or disturb; e.g., of a manor, except such a close— leases where the exception is of a thing or profit
to be devised out of the thing enumerated, e.g., right of way—

Covenants, 1. 102. 102. 102. 102. 102. 102. 102. 102. 102. 102.

There is a difference between expressed & implied

covenants, in the construction of them. The former are

more strictly than the latter, e.g., Hone

S. 1. 102.

It is clearly covenant to charge the party to perform a

voyage in a given time: in its quality of a breach

unless he perform, the performance was rendered

impossible by cause beyond his control.

An absolute covenant to pay rent for a house, it is

mount down— covenantor must pay at all events.

It is as reasonable that the same sh. bear the loss, as that the
Covenant

3 Dec. 1637. In case of implied covenants, such accidents:

1. Sect. 359.
3. Article. 367.

Sub. 249.

USA.

great Rule: Performance of express covenants.

1. Sect. 249.

The law does not discharge by any accident, nor

2. Sect. 178.

shall be discharged at all events.


for saying that they are covenants, or as a thing, then lawful, a subsequent


not makes it unlawful. Covenant is not bound

5. Sect. 178.

the covenant is annulled. In: under our constitution


Constitution shall interfere with the
case. Law to this allows such a regulation. This is not
within the Constitution as to impairing the obligation
of covenants. Rule of this law. Law is then in full force.

7. Sect. 178.

If one covenant to do a thing, which is lawful
at the time, a subsequent that cannot law. to do
the covenant is repeated. So, if subsequent of the act
was unlawful at the time of the covenanting party,
was Connubial to have a parent in 10 years, is
the law obliges all under 33 years to go into the army

8. Sect. 178.

the duty to go to he is discharged.


Part if the covenant not to do an act which is unlawful
at the time, a subsequent that is making it in vain

10. Sect. 178.

Rule does not annul the covenant.


Great rule: that covenants are confused in execution
reflecting any particular subject matter which is in
living at the time of making the covenant, e.g., covenant to have
to pay all taxes during the term extends only to each one


but should
Covenant

Action of Covenant Sufferer

A covenant contrary to Law will be set aside. The

rule applicable to all contracts. 3 S.R. 177

2. Whether Equity can relieve senior after the destruction
of the thing leased? Relying Covenanters absolutely must return
their rents? Point not decided. Chancellor's opinion
was in favour of relief - Decision in favour of Lessee
in 1773 by the House of Lords. Subject discussed in Donitt. 367
371. Though the action is not relief in Equity. The point
decision - Equity cannot control Law, and merely administers
relief from an attention to circumstances of which Law
of Law cannot take notice. Here it proceeded on the ground
that the rule of Law was not framed for such cases.
2. When Equity is equal, the Law must prevail. Why?
think. Point not decided - Counsel - Besides all the arguments
are both sides take it for granted that to pay it at all amounts
to the intention of the Parties. But the question of construction
is whether it is inferred from the covenant to mean the intention of
the covenant to govern.

Here a lease a covenant to another covenant that
some shall have the use of it for a certain term, and then
another for want of repair, as is shown by the terms, the

lease is not broken. Holding contrary by Thos. Judges. Chancellor
rules on this, held the duty of landlord to repair, if Lessee
then, the covenant is broken.
Covenant

17 May 1792. The chose-in-action are not negotiable at Rome. Law, art. 30.
6 Dec. 1792.
6 May 1793.
28 Feb. 1794.
4 Feb. 1795.
2 Feb. 1797.
5 Feb. 1799.

These are often assigned 1 such assignment, if by bad faith, or
in an inferior court, by assignor that assignee shall have the
right that his will in it to prevent any
19 Feb. 1793.
10 Mar. 1794.
3 Feb. 1795.

An assignee receives the money due on release. Art.
Law, art. 304. Assignor, assignee is liable on the covenant to the assignee.

But in one case, Practice in 1 Cor. 6. to sue the assignee for wrong done.
Law, art. 304, 308. If an assignor is liable on a deed, a petition in the name of the obligor, he knowing the assignment,

In the name being sustainable, if the assignee is liable on a deed.

Assignment of a chose in action need not be by deed.

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Law, art. 304, 308. If an assignor is liable on a deed, a petition in the name of the obligor, he knowing the assignment,

In the name being sustainable, if the assignee is liable on a deed.
But a covenant by a creditor must not be so, and the time when the debt may be recovered must be ascertained.

This rule is to prevent multiplicity of suits to produce the same result under a covenant. If the debtor should recover, he would lie compilable to refund the whole.

An agreement by a foreign drunken with a foreign master.

686.

2 K. & P. 603.
2 K. & P. 177.

L. & R. 620. 11 mod. 244.

L. & R. 139.

Covenant by foreign drunken with a foreign master.

A. & R. 129.

But a covenant not to sue at all, one of two joint

several obligations, as no lien as to the other 149

it seems to the covenantor, red up. Suppose the

by the covenantor, red up. Suppose the

several obligations, as no lien as to the other 149

one of two joint and a covenant to a self.

several obligations, as no lien as to the other 49

released by the covenantor. Not verdict.

If one grant to another that he shall not lie

need before such a day, & if that he is. The may plead

the grant as an acquittance, & that the obligation

shall be void, so that the debt shall be for void, & it is

a conditional release in defeasance.

For cases where covenantor may not withstand one in accordance

2 1st & 2d Bot. R. P.R. 78.
Covenant

of Covenant and Conveyance

In all deeds of conveyance except quit claims

the covenant of seisin is always inserted but not

in quit claims. This clause is inserted to

secure to the grantor the right to convey the

property as represented by the deed. It is inserted

to prevent any subsequent sale or conveyance

that may be made by the grantee. It is inserted

to give the grantee assurance that the property

conveyed is free from any encumbrances.

Note: This is a covenant of seisin and not a covenant

of conveyance.
Covenant

The true ground of the foregoing decision contrarie from construction found from the relation of the person to his obligation not to sell or distrain on, I conceive, the devisee. *I* am praetor no included in covenant of mortgage.

Comp. 261. Ejection by Lessee with the rent (order of a more temporary act.) By thing done not.

Mall R. 216, ch. 305. Some rule where the tortious eviction is by any person excluded in the covenant as Sec. 40, 2_r. 2

V. 514, ch. 217. To even the lease, the covenant named in the covenant.

A covenant by Lessee so much for quiet enjoyment of any person whatsoever is constitued to the lessee.

Sec. 40. Persons claiming with them; i.e., the lessor.

V. 514, ch. 217. Must hold then his lessee out of the place.

Lease, covenant or rent, i.e., the provision of the book, not construction can have representation capacity by and by you, etc. They can be considered as at Rule of Damages on covenants of pecuniary losses and by the statute.

The practice it was a different rule in Comp. 1 as to the latter, our rule still from

The English saying of Major Henry rule

(1) from the time of paying interest

In Comp. 1 covenant of pecuniary recompense

from consideration or, by, combination money and interest where it is or consists from the time that it drew interest

of manuement. To recover consideration interest

all you actual or pecuniary damages are laying according of his cost in in defending his title and nothing for increase.

(2) for a rent. Ch. 407, 408.

The cause. An covenant of pecuniary rent is at all no remedy to recover only consideration and interest. Should be so (1) as to contain

only consideration at interest. Should be so (1) as to contain

(2) to recover the value of the land at the time of eviction and actual damages consequent on

to eviction —
Covenant

On conveyance of new grantee of grantor cannot maintain an act of first grantor for the conveyance was broken at the moment of creation, nor the right of act accrued before assignee took a right of action cannot be assigned. See in a conveyance of warranty, for this chimes with the land, and if assignee permits may maintain an action against assignor for the recovery of deceit or discovery in mistake, after grantee

writ. Phad. 21. 30. 22. 23. 34. 71. 5 76. 120.

If no as other in equity in equity, or called reconciling, the parties in the parties who has not been discharged can maintain an action in equity warranty of the land under on being from this action, recover his whole damages

in his action. Court

Court

if not discharged, justice must defend as

2 Bots. 39. 76. Re. 28. 163. 73. Bank's land. well on his own. This is the practice in the court.

2 Bots. 39. 76. Re. 28. 163. 73. Bank's land. The usual mode of giving title is by a

new action on court title. An equitable holder does not claim as a grantee, ie. grantor is not claimed. New title must go in satisfaction. If he is convicted he is conclusive of damage.
Covenant

[Page is partially visible, text is readable]
Covenant

A covenant is a promise, and in law, it is a promise that becomes binding only when a certain action is performed. In the context of agreements, a covenant can be used to enforce the performance of certain acts. For example, a covenant might require the performance of a specific action within a specified time frame.

The text suggests that covenants may involve the payment of a sum of money at particular times, and the failure to comply with these covenants can result in legal consequences. The text also hints at the possibility of breaking covenants, which might involve the payment of damages or other remedies.

The specific provisions of covenants vary depending on the circumstances, and they can be used to manage expectations and obligations between parties. For instance, a covenant might require the transfer of property, the performance of a service, or the fulfillment of a condition.

The text appears to be discussing the enforceability of covenants and possibly the remedies available in cases where covenants are broken. It suggests that covenants can be broken, but the consequences of such breaking might involve legal action to enforce the performance of the covenant or to recover damages.
Covenant

A clause that on non-payment of any one instalment
the whole shall be due immediately, if good. Rule
29. Without such clause, the recovery only the installment due.

The 29th may maintain suit for goods, &c. He thinks debt
of the 30th, 48. In 1765, one covenant, any number of breaches may be

131. 2 Kent 148.
1 Rule. 112, 100 147.
2. 120 S. 144 149.

Being or perfection of the whole. For if he assigns

mortal debt, as more than once breach this replication will be void
never for nothing except

For breach which for the breach comes out in the replication to

announces to duty, &c. Can take it here explained

writ of suit for the loss of law and channeled the

Penalty of Bower. Drawn not the suit appeals to the

relieved in Rom. from admissions in 1764, 297.

114, 54 112. 96.
8 130 141 149 141 123.
90 149 149 149 149 149.

But even where several breaches are assigned

contrary to the Cop. Law rules, advantage must be taken

by special demurrer, &c. it is mere matter of form, in

matter of publicity, &c. and any writing for cause of demurrer

see that the declaration is "uncertain and want form" is

not fraud enough.

Who are bound by covenants

29. 11-4, 20.
197 113, 519.
114 142.
Covenant

Conception: where the covenant is to be performed by the grantee personally, i.e., where the contract is fiduciary, i.e., founded on a personal confidence.

2 Cor. 5:33.

So it is bound even in the last case, if the covenant was broken in the covenantor's lifetime, i.e., they are liable for damages for the breach, but not specially to perform.

So ancestor, unless in fee, may die. The heir by covenant, e.g., a covenant to sell land over before the conveyance, the heir having bound by covenant real, will not succeed inst. to convey the money will go to the heirs, especially if the personal interest is included for debt. This covenant real.

2 Cor. 13:4.

Constr. that covenant real, binds the heir of the covenantor, it also descend to the heir of the covenantor. He is entitled to the benefit of it.

2 Cor. 17:11.

He may sue on the covenant, but not named if the covenantor with the land appurtenant designed to convey after an ancestor's death, account with them to leave the land in repair.

2 Cor. 17:11.

In Cor. 17:11 it has been held that the heir as such, having assets by descent, is liable at law on the ancestor's covenant of seisin as well as warranty. Pue to remain, the heir, if not paid, for destruction of the action. That he, in his lifetime, at Corne Law there is no estate.
Covenants which run with the Land.

1. Assignee's liability concurrent by assignor.

Assignee of a lease is liable for breaches accruing before his assignment, for breaches accruing after his assignment, or for covenants which, something in covenant to be done was in event, the time of the lease expired, 2 at the time of the lease expired, 2 at the time of the lease expired, 2 of the demise: this

Substantially, is yet potentially in one. There are covenants which run with the land; and are annexed to the estate. The rent covenants of the land, and the

land is in event, at the time of executing the covenant to which the assignee is bound, the not named in the demise.

5. 16, 47. By a covenant in deeds, part, to build a wall

2. 10, 171. As more on the land, assignee is not bound under covenants, simple rent in all cases, then.

1. 8, 58. These are called collateral covenants which are not run

1. 5, 34 with the land: the thing is not parcel of the demise

Len't Rule.

So also, covenants with the land jot grow to the benefit of the thing demised; but this rule takes it for granted that the thing is in use.
Covenant

In the case, e.g.,

the rent named is to be paid all charges, &c.,

by consent to leave so many acres yearly without ploughing—when rent with the land as they go to the rear-foot of the thing demised...

But when the assignees are named, they are obliged in general to perform all the above covenants whether they remain with the land or not—unless it be built on the land but the covenant in this case must be to do a thing which relates to the premises for the assignees.

It is of some use also, if a distinct other land or to pay a collateral sum, more the contract in another deed, act to be done in collateral.

But when the assignees to leave it is only for rent on the premises, and a sum of money, interest, &c.,

in money or consent, broken during the present; if

The breach was before, rent must be paid to lessee;

as a breach of promise.

The assignee, 2nd. Lease, 177, 177, 177, 177.

Covenant to build within a certain time, e.g., as an assignment of the premises, e.g., gr. Lessee

3 Gw., 1771; 12 Gw., 1781.

Covenant to assign to re-enter, within a certain time, e.g., as an assignment of the premises, e.g., gr. Lessee

A survey of the premises, e.g., gr. Lessee

3 Gw., 1761; 177, 177, 177.

Covenant to assign to re-enter, within a certain time, e.g., as an assignment of the premises, e.g., gr. Lessee

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A survey of the premises, e.g., gr. Lessee

2 Gw., 1761; 177, 177, 177.
Covenant

Chap. 22-3

Debt of real estate, good as assignor continues
in possession? Ee.

Dong. 435

To impose assignee to assign to good title
Chap. 22-3. London dissent. The assignee of the devise in Ch.

convey the estate. It is for the assignee to account

that the devise is subject to the assignor. The assignee will con

p. 375. B. 3.

result, which is enjoyed the land in the cale

assignee as assignor is not responsible.

Chap. 22-3. 365.

The contract with land being real - Does rea

A debt of real estate he would occur in London.

The assignee why debt liens for rent and inc

the ground of priority of estate is that

Chap. 22-3. 365.

penalty or contract must be enforced according
to the terms.

Whether City will under any circumstances

certain the assignee from assigning to a dower

or innocent person? Ee. I think not on this point. They will not restrain if assignee

offer to surrender or not - will not accept

count by lines not to assign is binding

on former doubt - such count must be taken by

Chap. 22-3. 365.
Covenant

Assignment. Nor is such a covert broken by
an assignee of part of the term (as a covert not
to exist, means the whole term.) Nor by device
of the term.

But it seems her assignee, for
his covert, as by receiving rent of him, he
cannot afterwards maintain debt, for rent as
once in any case. The privity of estate being gone,
or which stipulat'd rent is expressly founded. The.
then her assignee for his covert,
not the covert, as it may have an
act of covert broken in any case: for the
privity of contract remains, but the privity of estate
is gone.

But if covert is only implied by law, covert will
not have any act, even act of covert at lease for
any failure after accepting the assignee (which other
will may). Such covert being founded on privity
of estate, the lessee alone cannot destroy,
he may accept the assignee by accepting rent,
by assenting to the assignment as it is in gen,'ly
any act which recognizes the assignee as lessee.
Either expressly or by implication.
Covenant

Covenants which run with the Land &c.

(Original)

A covenant wherein the covenantor, either in person, or by his attorney, for the
conveyance of the covenant, or a lease or assignment, at the same time, and
jointly, shall be performed, shall be enforced. After satisfaction of
the same covenant, or a lease or assignment, as the case may be, the
price of the land, or the price of the lease, shall be restored.

By Stat. 32. the grantee of lessor law,

the same remedy on covenant running with the land as

4th Sec. 219. a lease in the lessor's name. Law. 219. Law.

Mark 32. extended the remedy only to the representatives of the

Mark 32. a lease in the name of the grantor. By the same Stat. the lessor, less the same

3d. 32.

An assignee taking, without

remaining in fact, a derivative lease or covenant, shall be subject to
the same remedy as the lessor, and the same

Stat. 174. or one as to the lessor is to take the whole

2d. 174. or to a derivative lease, not subject to any of

1st. 174. a derivative lease is not subject to the covenant


in the original lease at all. It is no priority of

and the covenant, nor can it be transferred to any

174. 174. or the right of the covenant, nor can it be transferred to any

be a derivative lease. In this case as Grantee, the lessor as Tenant to lessor as

174. 174. and all

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174. 174.
Covenant

The difference between an assignment and a lease is that an assignment is a sale of the lessor's interest, but an
under lease is the creation of a tenancy under lease.

The former is ten to the original lessor; the latter
is ten to the original lessee; to the tenant to the
original lessor, taking in capacity of lessee.

Assignees of the whole term are liable on
an assignee, and an assignee of the lessee,
the assignment or part of the premises
may be sold to, or by, or any other mode of transfer by operation of law.

So an assignment, or part of the premises,
in some question whether
is liable for the rent or any part of it? Not
in one case, and in another
judicially decided. It is
ought to be liable. If, therefore, the original lessor becomes
in default, it is unreasonable that the lessee should
have no rent.

If there is a rent for himself and assignee
as long as they shall be in possession. An assignee
continues in possession after the expiration of the
term; he is liable on the covenant. During the
time he holds, the rent strictly an assignee during
that time.

How far these covenants extend to pay their
representatives. In an act or conveyance
with the land at leases. The infancy is not
pleasable in them.
Covenant

If a covenant with be, his heirs and assigns, for quiet enjoyment, (even if a real covenant as in the grant of an inheritance) the covenant is broken in this life, his life then not named shall have the act if not his heir the heir named for damages and be recovered if they occurred in his life time if so belonged to his personal fund and granted in case of covenant of warranty being omitted could have no heir of the land. Unless the trustee of his personal fund shall have the act of course the act survives to him to next to the heir.

If covenant is broken after covenant's death, his heir and only must have the action of a covenant. Has been made to the heir, the the ancestor had no claim in act, not broken till after his death.

Yet, "Covenantor," Ex. 4, named always liable for breach happening in covenant to life even in covenant real; in the right to damages occurred in his life time, it would have diminished his personal fund. It will lie also up the his act, broken till after covenantor's death, same as doubt.
Covenant

By expiration of the last date of covenant, terminates with the life of covenantor, i.e., to live the covenant. But on a coverture law in a lease or grant, not broken till after covenantor's death, &c. is not liable.

If coverture be come into power of a lease in the representative capacity, they may be sued as assignees, for breaches during their own possession.

Heir of covenantor is liable for breaches accruing either before or after covenantor's death.

If he has real assets, i.e. money receivables, he has assets, &c. if he has none or is not named in the deed, he is not liable, so if named he has no assets.

In case the act must be tried in the court of Oyer & Terminer, at all, heir as such not in great debt to his ancestor, covenant to have no assets by reason of covenant, warranty if broken by the ancestor during his lifetime, taken on covenant of seisin. In as to recovery.

Covenant on bond to save damages.

If not broken by the tortion of another, as in covenant for quiet enjoyment, e.g., assignee to covenant with landlord & lessee goods are unlawfully detained, decree if it is particular of the acts of a particular person.
Covenant

In certain cases a covenant to pay damages is broken by a breach of the covenant, or by the mere liability, the no actual damage is sustained. If an oath be taken to pay damages to have the defendant at the escape of one from the prison, or from the prisoner to escape, it may be immediately on the ground of liability (and not wait till

Ex. 2. 53. 123.
1 Cor. 510. 11.
1 Pet. 3. 3. 8.

and himself, the manifestation is direct, to only
a construction damage. Intended by the parties that the escape of the prisoner should be a breach
of the covenant.

If a surety takes a counter bond of indemnity, the bond is broken the debt for which the surety

Ex. 2. 747.
1 Cor. 5. 19.

is bound, according to the terms of it, the condition is broken and the

Con. 5. 547.
17. 6. 57.
2 co. 138. 1.
3 co. 371. 4. 75.
5 co. 367. 7. 97.
1 dem. 197.

surety may sue instanter on the mere liability.

2 Mil. 271. 367.
1 dem. 197.

Covenanted of, to pay the bond is broken by the mere payment of the bond when once in the event.

If the party is not sued for less. Else he has incurred a duty to pay the debt, but it is a duty no necessary for this.

1 Pet. 3. 3.
The surety a right of suit, accused both ways in Con.

If the principal has been compelled to pay the

surety on the latter's mere liability & can afterward

1. Th. 104. 5. been obliged to pay the creditor. Nobody will object the

surety to refund, unless it would not take the same in the same,

2. Th. 104. 5.
1. Th. 229.

or as the surety has no means to pay. If should

Th. 229. 5.

think Th. 229. 5. The object that the money has been pay

in both cases under a judgment, of this object some substantial.
Covenant.

But if one being obligated himself as surety for another takes a bond of indemnity or covert to some harm done after his liability is attached, as right of act, assume till special or actual damnification; e.g. A. executes a single bill as surety, B. takes a bond of indemnity, and takes the same after condition broken. Otherwise it would be absurd. For the liability commences immediately, but if one is giving or a security for future damage, the act would be of the surety to receive a fresh bond to take a bond of indemnity before condition broken.

If surety takes no bond of indemnity, it pays the debt of the principal, B. may maintain indictment for money paid laid out to him unless A. has paid the money. Formerly if could and maintain any act, even after he had paid the money, being used and charged in taking to account in new. But in this case, mere liability does not give an act, nor does the expression in suit without power to join an act.

When surety executes a mere bond, he is not compelled to pay unless his bond is in effect, or he is ready to contribute to the other in property, or has an ultimate remedy, or if from the obligation. This is an immediate contract between creditors and contributary parties.

The bond of issue does not authorize the surety to present the claim after the time for exhibiting. If the covert happens after the time for exhibiting claim has elapsed, it is still liable. Act 32, Sec. 8.

It
ey would probably give relief to him.
There is a distinction between cases where no claim exist in covenant, or no power to create one. Within the time limited, & those in which the same, by his own act, create a claim, within the time, e.g. Where the contract allows the covenantor to make a demand at any time during his life, the demand being precedent to a right of act, if he delays the demand till the expiration of the time limited, then the judgment war of covenantor. This is contrary to the intent.

Of the power of covenantor even covert, after assignment.

In case of assignment of obligations, the obligee may in some instances release after assignant in Express


Covenant.

Breach of a covenant by a release given before the breach.

But a release after a breach is not operative, for the right has attached to the person of the first; rule in this section agreeable to the analogy of law in similar cases. I cannot understand any principle to support this rule; it is indeed no authority against it.

A Gent's release by covenant is before court.

But a release of all court before the breach is good discharge.

The breach in good discharge. The court is in the former case the future claim is not within the release.

The exercise of the power of release in "all demand" but only as to existing demand.

I think it is one exception or when one has contracted to pay a sum of money at a future time, y. is discharge by a release of all demand, y. in a debt in futuro, taken down in futuro.
Covenant.

'Veberent in this commitment may be pleaded as fact of waste committed.

Where there is a promise in the deed, defeating the consent in a certain event, D. need not set it out or negative it. D. should plead it, &c., &c. Count to deliver goods, &c., promise that D. is intended the rea, the deed should be void. An exception in the body of the count. Such a promise is in the nature of a defeasance - it is a condition subsequent. An exception in the body of the count is not a defeasance, but is a part of the precise stipulation I go to the description. In certain states of exception, of the count, it must be counted one, as it makes a variance between count & declaration. If D. sets out his count, arranging an inconsistent

reach under a stone in wilderness, it shall be
covenant.

...after verdict a surpluseage; e.g. covenant declared on credit but *98 & a breach arising afterwards viz May 98.

...good a breach repugnancy notwithstanding —

...it is good on good demurrer. It is clearly ill an special demurrer —

Covent in the alternative (i.e. for one or the other).

...breach must be assigned as to both, in one of them.

...no cause of action yet q. covenant by decree not to exist.

...must be cut with the amount or assignment ofLesson be known that it end with the amount. Do. is not good —

...else have amount or assignment of lesson. He is not liable on his counter.

...counter to pay or cause to be paid. "is not paid" is subject for "causing to be paid" — "paying.

...must in the alternative in judgment of law, the same form.

...against covenant to pay on one of two contingencies whichever shall first happen." covenant that one had happened & subject with which it to be the first. i.e. covenant to pay on the death on marriage of W. whichever is the subject by way of assigning the breach that it is done.

...must be in the assignment. either
Covenant.

This rule holds not where the act is that of the original covenanter himself; for then an assignee is presumed, i.e., it is confined to acts of the assignee of the covenanter.

If the act is that of the assignee of covenanter, the declaration from hence it proceeds, that there has been an assignee. This idea is excluded if the act is that of covenanter himself. If the assignee had performed jure personam, he may plead it on covenanter to do an act in favour of a man or his assigns, as to convey an estate.

When an act is done by himself by covenanted that it was first done to the covenanter himself in subject. If done to his assigns, defect must show it.

In an act or a conveyance for a sum certain, no apportionment of demand can be made, yet the breach must follow the covenant, i.e., substantially or more particularly so many ft. Cn. book to pay $50 less than for good x.

Printed assigned for not paying for so many tons some $50. On assignment, breach held on as assignable in charging for the $50. This initiates the assignment of the breach. Thus if covenant had been to pay for ten tons & second ton taken, i.e., at the rate of so much per ton, the fractional part of a ton would not initiate the assignment.

Covenant

But in the first case i.e. where a fractional part

of the estate is assigned or a coast or other AYF or renting the

may take payment for the rente.

When Covenant is to perform some act personal
to his right of acts, he must own performance; or

he has no right of acts - ex. o. a. Cour to play to after

App. I request made to Off must own "justified" ex.

So if the person act is to be performed by a third

person performance must be awared - term

But when there are mutual to indept.

to rent (i.e. when AYF enters unconditionally for one

thing B for another) performance by it in an

act by him may not be awared - So in all

cases where the contract or engagement on one side

is in consideration of the cost on engagement on

the other - cite "title "Contracts"

In law, in act of cost. Depost often please that

1 Dec. 35. I am not t勘ken his cost. Not good for it it is not

29th 15th. 15th question of light to the jury; I guess does not form a

direct issue. Some motion to see cost

Defendant by alaction.

Plaint would such idea be good if the declaration can

2 App. 31. - cited "t wait before he broken his cost? It may then

2nd 27th. 15th from a direct issue. Deu. Is it the evidence issue also?

In the history of doctrine cannot possibly be correct.
Covenant.

It is laid down as a rule that when courts are all affirmative pleading, the plaintiff generally
must, in a case of expense, either of his own expense, if such cases where the
gives the court to cases in which the
ings commence to be done and in some measures
stipulations in kind or number, as a court to such
itself, in order to number, as a court to such
the same power, if the court to such
will always have
a mode of finding or how
He was performed, the covenant would not
the same I suppose, for the term of the rule
otherwise contested another well established
rule at law, which is that where debt
4th s. 744, 744.
Falk. 498.
4th s. 88, 81-3
205, 146, 215.
5th s. 505, 510, 88, 244.

Rule at law, which is that where debt
4th s. 744, 744.
Falk. 498.
4th s. 88, 81-3
205, 146, 215.
5th s. 505, 510, 88, 244.

The covenant must, affirmatively to do a number of
specific acts, he must plead performance
and not generality.

The covenant to pay all the legacies in a
will to the executor of all my lands, as here
must plead performance, specially to give notice in
with the time of three, anything short of this
word he had at least, execution of both, personal,
and a plea of performance otherwise even
one the words of the covenant, it is an act, or a
because the service of the words of the covenant.

205, 455.
Covenant

The rule that where there are affirmative counts on conditions for the performance of an indefinite number of acts, the debtor may plead performance only to establish merely to avoid impracticability of the demand, and not to avoid 'Mean of Healing.'

The same qual rule of pleading is allowed in

1. 21 El. 1479.
2. 21 Ves. 111.
3. 18th 172. replying, assigning breaches of conditions in
4. 18th 172.
5. 18th 172. act on personal bonds, when the assignment
6. 18th 172. of every breach specially would tend to great

Inability

But where some of the counts are negative

209. 190.

Defend cannot plead performance specially.

From 8 El. 44, but he must plead specially that he has

Co. Lit. 303. not done the act, commenced after. Dev. 576.

41 Bac. 91. in terms of plea of performance of negative count

Ex. 305.

by special demurrer only. Blair. Replying.

23 El. 152.

If negative count contained in a deed or

41 Bac. 91. in terms of plea of performance of negative count

Ex. 305.

by special demurrer only. Blair. Replying.

23 El. 152.

If negative count contained in a deed or

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23 El. 152.

If negative count contained in a deed or

41 Bac. 91. in terms of plea of performance of negative count

Ex. 305.

by special demurrer only. Blair. Replying.

23 El. 152.
Covenants

When one can do what in
matter of law, plead presentment, at a day certain, as it appears from

If one doesn't know where to
condition that the land was given or an evidentiary

It's to be what in
must plead performance of that particular act

The case is to be pleaded affirmatively and not quo modo, if

But in this case where the facts are

If count is for an act to be done, even by

If defendant pleads generally non damnification, in

When it is a jury's duty

A declaration that a defendant has not been, if it is a

A defendant not damnified in special cases, in an

If defendant pleads generally non damnification, in

When it is a jury's duty
A covenant in one deed cannot be pleaded in bar to
an act in a covenant in another deed, unless it be of
the same nature of a defeasance to the latter.

But a defeasance in a separate deed may always
be pleaded in bar, but the second deed must affirm
the first, or receive the first deed. And breaking
it to be void, it even to be broken, as in this case of
—

At Mr. Jones, 1/17.
S. 3. 2. 2. 8. 0. 5.
Sir. 3. 3. 8. 6.
Sec. 6. 4. 9. 6.
Sec. 2. 2. 0. 2.

And one covenant may be pleaded in bar to an
other covenant, unless in the same

At Mr. Jones, 1/17.
S. 3. 3. 8. 6.
Sec. 6. 4. 9. 6.
Sec. 2. 2. 0. 2.

And with whose of defeasance — for the sense
is to be collected from the whole deed.

Lesson that hence shall pay, as much and 4,000
one by the lesson that hence may remain as much
5,000, for repair as has been done. This is in good

Levi, 2. 6.
Levi, 2. 3. 8.

And in the act of the rent

[Text continues]
Covenant

If there are two or more joint or several covenantors, all must join in an act — J. Der. 182.

If the obligation is charged doubly to both common to all acts on contract. If all do not join, defect on your part is demurr

In this case if one of the joint obligors is dead, the other cannot sue, leaving the other, the right devolves entirely to the survivor.

In some cases where one council will two or more jointly or severally in joint title of them to each of them or one of the covenantors may sue alone; in others, all must join.

Rule. For the council is in form joint 1st. In the event, each may sue separately; eg, J. Tenor

But if the interest of covenantors is joint all must sue, i.e., all must join in the act on the covenant.

But if a tract acre only is demurred to two plenary covenantors each to the interest of the lesser in joint, both must join in an act on the covenant.

So that the two or more obligees or co-covenantors may bind themselves severally for the same.
Covenant

Cause, yet two or more obligors, covenant to
cannot have several interests or rights of action. For
the same cause. There can be but one satisfaction
so equal to two jointly & severally of the
same thing or joint only, the more several always
insufficiency. For this must take jointly or not
at all. They are joint tenants.

If two covenant jointly & severally, each may
be sued & subjected alone for the neglect of the
other, according to the terms of the covenant even
so the one sued has not been negligent.

Recovery of present use or one of several joint
obligors, is no bar as to the other —
not taking the custody of one in Exeq. is no bar to
the taking of the custody of the other.

If one of two joint obligors, covenantor, or
defect, the other is not liable at Law to obligee to
seem of joint & several. For it is not liable at Law to obligee to
be of two covenant jointly or severally

If two covenant jointly or severally

In the disjunction, or in, conjunctive and co.

Conjunctively
covenant

If several are bound jointly, severally, or one su
more up to the obligees, the obligation is releas
at Law, as to the whole; because it operates as
complete extinguishment of the bond.

So in Law also, the release is complete as
duly, as to the obligees, representatives, and
not as to his benevon or legation in Life.

If an instrument begins with "We covenant or promise" etc., it is signed by one
only, he may be sued upon the whole in sole
obligor, or may be sued in his name.

If an instrument recites that A, B, etc.

24. 14. 16.
21. 37.
11. 32.

2. 29. 28.
2. 29. 28.
1. 32.

8. 277. 16. 28. 25. 8.
6. 28. 37. 8. 17. 8.
2. 28. 81.
Covenant

P. Yarnfeld says that all contracts between factions are joint & several. He means they are joint & several in their ultimate obligation because each is liable to pay the whole.

If you were to say in "I covenant..."

Chapter 17: e. section 5: two, it is joint & several. The
Chapter 18: Amon "I" is taken distributively - in
St. 67, 804. Pronoun "I" is taken distributively - in
St. 27, 854. Applies to each subscriber.

Actions on Covenant: taken are Transitory when
founded on privity of contract; Local when founded
on privity of estate only. (And if the deed is executed in a foreign
county, it must be in the state in the declaration of venue for a
place of trial, under a writ of venire.) The following examples
serve to explain the position.

Transitory

Lessee vs. Lessee: Lessee vs. Lessee (by Stat. 22th)
Lessee vs. Assignee of Lessee.

Local

Lessee vs. Assignee of Lessee: Assignee of Lessee vs.
Lessee. 2d, 1st, 275: Assignee of Lessee vs. Assignee
of Lessee. 2d, 182: Assignee of Lessee vs. Assignee of
Lessee.

Where the act... Local & trans in a certain county
The defect is cured after verdict, by Stat. 16 & 17, Sec. 2.
212.

The acts of parties and specially written may be sued for upon performance of either. 13 B.C. 34, though they are also jointly liable.

Add a breach of judgment on one without satisfaction and to an action against the other.

3 East. 251. h. c. 218. 11a. 72d. 74.

Then two are jointly and one 20%, bound and one 80% and taken on execution 

by me.

Ch. 2. 183. 124. 183.
Or of these joint obligors who shall discharge his it is not liable at law on 1st cent.

But in case of joint and sole obligation as the 2d, 400. but of if cannot be joined.

Reason. So far as if can see, liable if any two may.

And in case of joint cent of 2d is liable in 8th. provided y. survivor is not dissent.

"In jointly or severally," is construed conjunctively as if otherwise y. had no power to escape for uncertainty.

Comp. 832. Piddon B. 185. 186. St. Rome. 76.

But by law "or coo'de" meant signed by one only of society is to affect his sole obligation and may be declined.

1 B. n. 323. 2 T. R. 32. upon; and so y. of other money an estate.

If not because of necessity of avering n. of other did not execute it for it shows nothing more than

2 Tho. 144. 2 T. R. 47. 11 B. n. 323. above; or of place y. int.

Cost commencing "beo" and signed by two or more is a joint and inv. cost. It is to be taken distributively.
Action of Assault & Battery

"Assault" is an attempt or offer to do a corporal hurt to another without touching, e.g., lifting a weapon in a threatening manner.

1st. To preventing a person, declaring it or waving a sword.
2nd. Pointing a stick, fork, or at one within reach.

Any unlawful touching upon a person is by an

1st. Offer to strike. This is an incitement to violence.
2nd. To an injury.

But a gesture otherwise amounting to an assault

may be explained by words so as to fall short of an assault, e.g., a threat of violence.

1 mod. 2d, as to time & place. For the intention must operate with the act
2 mod. 3d, to constitute an assault. Words alone are not sufficient.
3d. 4th, amount to an assault—Ancient opinion on the contrary.

Battery consists in the actual violence of another in

an angry, violent, incautious, or rude manner. The least

degree of violence in this case is sufficient, e.g., thrusting in the

face, or striking the face.

1st. To the unlawful beating of another. This is a battery

of course unlawful, for it may be justifiable.

1st. 2d, 3d, 4th, Every Battery includes an assault. Hence, an

assault and battery on

matter of bodily hurt not amounting to an assault.

The mere threat cannot constitute an assault. None in some cases.
Assault & Battery

3888. 100. 200. actionable injuries; when they occasion an inconvenience.

3888. 110. 120. Roll 545. they are actionable, otherwise not.

3888. 120. 9 Roll 545. The act in itself, of committing for his inchoate violence,

3888. 2d C. 92d 41d.

3888. 102d 112d. Roll 575.

3888. 2d C. 2d.

3888. 114d.

3888. 2d C. 3d.

3888. 2d C. 4d.

3888. 2d C. 5d.

3888. 2d C. 6d.

3888. 2d C. 7d.

3888. 2d C. 8d.

3888. 2d C. 9d.

3888. 2d C. 10d.

3888. 2d C. 11d.

3888. 2d C. 12d.

3888. 2d C. 13d.

3888. 2d C. 14d.

3888. 2d C. 15d.

3888. 2d C. 16d.

3888. 2d C. 17d.

3888. 2d C. 18d.

3888. 2d C. 19d.

3888. 2d C. 20d.

3888. 2d C. 21d.

3888. 2d C. 22d.

3888. 2d C. 23d.

3888. 2d C. 24d.

3888. 2d C. 25d.

3888. 2d C. 26d.

3888. 2d C. 27d.

3888. 2d C. 28d.

3888. 2d C. 29d.

3888. 2d C. 30d.

3888. 2d C. 31d.

3888. 2d C. 32d.

3888. 2d C. 33d.

3888. 2d C. 34d.

3888. 2d C. 35d.

3888. 2d C. 36d.

3888. 2d C. 37d.

3888. 2d C. 38d.

3888. 2d C. 39d.

3888. 2d C. 40d.
Assault & Battery

Consent is void, but are not both parties criminally
The negative branch of the rule is not. The maxim is
That delicta scientiae condidi dependere, cavi apply-
Consenting to be beaten does not justify the beating
as to the breach, but good as to the civil act.

But that the injury happened in an inevitable context
as wrestling is a good excuse. consent is good
If one permits another to draw a tooth for experimental pur-
ose another shall him - can't have a civil act.

2 Bl. A. 299.
N.B. 278.

If one in defending himself accidentally hurts another
behind him, he is liable to this act. 3 if he even another
in defending himself hurts another, then liable to this act.

A malicious intent, in either any intent at all is clearly
and necessary to subject to the act of assault and battery.
In a criminal statute it is included in the act of criminalization. The act
in the same a true battery, in theft of any age may be said in
the act - one instance of an theft, and in this note is the age 14 for stretching out an eye.

This is a good rule, that in case arising on delicto innocence.

Nev. 284 b. 19 of intoxication excuse - unlimited to maintain a
criminal prosecution, malicious intent is necessary.

But how far accident will excuse an involuntary
breach is a question of some difficulty, according to Lord L.
Art. 28 b. to make me liable in this act. That he can take
the physical cause of damage. This is too broad a rule.
Assault & Battery

for I would not admit of such inevitable accident as an excuse. If the injury happened by the fault of the party injured to be cured, if the defendant can be regarded as agent liable on his act or

It is said that inevitable accident or inevitable necessity only shall excuse a battery.

"Inevitable" I think signifies that the accident should be physically unavoidable; if so, the case is But it seems to be the law where a distinction is taken between an intentionally striking a stranger or another in attempting to assist him - for in the latter case the act is not physically impossible. In Art. 154 the effect is the same, inevitable happens on the ground of neglect. The end is entirely with the fault. Art. 154.

If one in defending himself strikes another behind, he is liable, but there is some neglect, he ought not have looked behind him - 

But it happens that if a horse used to run away with its rider takes a fright and running injuries another. The rider would be liable. But in fact, if in the ground of neglect I get the immediate injury would seem as physically inevitable as if the horses were not subjected to running away. In the case of setting a hedge of thorns which failed. Other hands were more neglected.
Assault & Battery

Ref. 387, 567, 592. In the case of hopping houghs - uncooking a gun.

28. 315, 375. So when an timber falls - on the land -

Ref. 74, 387, 393, 397. The rule is clearly that where the injury is invariable, the knot is excited - i.e., one taken with an accident, falls of another. I can the injury be to the immediate where the act causing it is voluntary - i.e., where the act is not the effect of an act above the agent's control.

In other cases, I am advised to think that if the act

Causation, damages unlawful - the agent guilty of no neglect - no want of care - He is excited by go -

Helping a drunken man - set in 26, 15, 13, 13, 18.

How great must the case be - ordinary prudence; it would be - selfish or principled. But it is not according to the Books. In the case in 1 Bour 84, the knot would not be considered as the agent under the act his, unless the injury was voluntary on his part. Where the injury is wilful, the author of it is undoubtedly liable.

But where the act, causing the done, is itself unlawful, the author is in some form. 1 act, or in effect in case, liable at all events, whether there is -

The least neglect or not for all the consequences, mediate or immediate - The culpability or culpableness of the act does not determine the nature of the act, i.e. the gravity of the remedy. The above rule, as to accident or

involuntary injuries, is applicable to cases of

Three kinds of defence, namely: criminal negligence, in case of

In case of

In case of
Assault & Battery is justifiable in many cases
an officer having legal power to arrest one may
beat him in case of opposition, so far as is necessary to

defend the arrest.

But a battery is not justifiable in this case unless
there is an actual resistance or an attempt to escape.

The arrest is justified not by merely
the arrest, but by the resistance.

The arrest is justified not by merely
the resistance, but by the resistance.

But the mere presence of a weapon is sufficient to justify battery by

But there must be some proportion between the
assault or battery by Self and by the Defend. For every

If mod 68.3b. 18 assault is erroneous small will justify every battery
erroneous great. The proportion is a question of
evidence. A small blow will not justify a mayhem
self strike. Self a scuffle immediately ensues & Self
is mayhem. Self is justified.
Assault & Battery

The plea in this case is for assault and battery, i.e. the

[Text continues]
Assault & Battery.

The batter must have been in defense of the wife to prevent her from being injured or ravished.

So one may justify a battery in defense of a person forcibly invaded, as by breaking a door, etc., to get force.

But if there is nothing more than a mereentry on another's close which implies force, it is only the owner is not justified in a battery with a request to depart.

In case of entering on land to recover rent:

Battery must be justified not as a maimed or manner but as a maimed manner as it is seen at a time, even one who had a right of present or entry on land was allowed to enjoy the same by force from the owner or disposing.

The last rule contemplates the owner of property in person or to his right of defending his property, but when he is accused of overthrowing a different rule now obtained, the as to such property... known as a special law.

But now by several ancient English cases, the first of which in the 5th of Edw., once may not enter on land of which another is in present, as by lodging one after a term is expired or taking a vacant possession, except in a peaceable manner.

Same law for Stat of Lear.
Assault & Battery

These laws contemplate only force which are in some way in some degree abandoned - as in the case of a lease where the lessee is given to the lesser at no cost of lands so of which the power is neglected by the owner - merely taking a journey is not an abandonment to exclude the owner's right to use force if positively possible entry too.

1. 45 U.S. 1 (1845)
2. 45 U.S. 1 (1845)
3. 45 U.S. 1 (1845)
4. 45 U.S. 1 (1845)

In case of person profiting the owner is not allowed to come into to regain property by force, unless feloniously taken. In that case, it is on the ground that another person may arrest the felon with a warrant, but not on the ground of right of property. Conviction merely never justifies a Battery, but may mitigate damage.

This rule (as to personal injury) seems to me to be that if the reason in favour of prevention to use of force is not much stronger than for real injury the former may be more substantial, if supported by the latter cannot be carried off. The latter cannot be carried off. The former cannot be carried off.

A landlord cannot justify a Battery in defense of his master's goods, nor children. In the master's presence and if transporting his master's goods, he may justify a Battery, as far as the master.

Assault & Battery at 32th time, cannot be laid with a continuance. Non sequitur decline at violence in present.

For an assault, one entire individual act. See 19th Ind. 23. Note.
Assault & Battery

For a battery committed on the wife, husband & wife should join, the injury should be laid as a common offense, No.

If the husband is assinnied by expense or cost, & his wife is personally injured, the damages must be laid on her. If the

damages are laid as a common offense only, present may be joined even after verdict.

If plaintiffs are not husband & wife, when they sue as such

it must be stated in abatement.

If a battery has been committed on his wife, etc. etc.,

an action must be for the injury of the battery to himself. That it must be in this case, for both batters, &

verdict in the damages. He gives judgment, & will be entitled

in total, but if general damages are not proved, proved the husband

after verdict.

Plaintiff, may lay in his declaration the aggravation

of damages to and many facts for which he himself

or could not recover oligo, & ought to have, in it to aggravate damages or to show how enormous the

amount was, to the Battery could be laid with a certainty.

In every case, a justification must be pleaded

especially in case of a battery on one assault someone

to in other cases of theft, etc., where the defendant on the fact

shown in prima facie a trespass. But on excuse

may be given in evidence, or pleaded as inevitable

accident et al.
Assault and Battery

When circumstances, which attended the transaction in
words spoken at the time tending to create, creating an
objection, may be found in mitigation of an offense
the plea, they would have been a justification.

If while justifying an assault, he must confess the
battery or the idea of it.

The word repudiation to the idea of an assault is in
an injury, or a proper abuse of the cause.

If while the act was an assault, a battery can justify that
an assault, he must reply specially for justification, for he
cannot give in justification in evidence under the gen.

repudiation, as in the case of the battery. (See M. T. 512, note 25.)

Matter of expenses may attach to the pleading or give evidence
under the plea, which I suppose to be what goes to the amount of the
in the amount of the damages.

To the plea of modus manum, a battery may reply
as for tort damages, which I suppose includes a denial of
the justification; or reply an outrageous battery abusive

If at the time, in the time used in the
retraction, that may prove any battery (not known by the

abatement), to a special plea must cover all the time
must be a privity in the declaration. (See M. T. 32.)

(1) Bulst. 134, 2 R. 324, 215, 2nd Ed. 308, Rob. 1st Ed. 231, 3d.

(2) Bulst. 134, 2 R. 324, 215, 2nd Ed. 308, Rob. 1st Ed. 231, 3d.
Assault and Battery

Art. 17

As for the damage or to the person, the damage is often not guilty or to the person except the

one intended to be inflicted. For here the question is what damage is intended to be inflicted.

Art. 37.

To the blow must be as broad as the declaration

as to the subject matter, i.e., should cover the whole injury,

ex. If 1st charge an assault, battery, and wounding

a blow covering the battery and the wounding in

ill. An assault damage covers the whole person

as well as the wounding as the assault is for the

words are that the 1st made an assault to that

the defendant then, if there intended himself, if any

damage or fault it happened to be of necessity

necessity it is no answer to a charge of wounding

it admit the wounding.

The justifications found on the relation of

husband & wife, mother & child. The assault must

be averred to have been made to prevent injury to the wife, but

mother must be not by way of revenge or retaliation.

Cox. 133. Wife cannot plead alone, husband must join in all cases

Cox. 30. Cox. 319. 40. A former recovery of damages of defendant or another

Art. 11th. for the same injury in a good faith is bad. This is the

But 20. 8th. The rule in all cases of assault. From 8th. 20. For the

assault, damage are reduced in some particular that taking to
Assault & Battery

Page 115. This is the case when the subsequent damage has occurred in satisfaction of a prior recovery. Judge Brewer reasons in this case of torts damage being uncertain, why might something return from the hope of obtaining more. I can of contract the harm being certain. In the no such instance of the original defect is relevant.

Page 114. Later, the court holds even if further recovery issues with the first recovery for the battery in the goods. So also in torts, guilty, a former recovery in a line or

Page 117. If all fatalities herein committed before the time of the first act. In this act as in all fatality, this may be the one or

Page 115. Release is one in a sentence to all.

Page 114. If two or more are charged jointly and found jointly

Page 113. Guilty, i.e. each guilty, if all the group can of never damages

Page 112. Even though may never in their pleading. This is that the

Page 111. Better opinion.

Page 110. So it judgment, you as both has default. How

Page 109. Damages cannot be excessive

Page 108. In one case, if debts due in their place one

Page 107. Pleading the good cause another is justification in

Page 106. Upon many here, this the present debt is not responsive

Page 105. To the equally guilty, according to this 4.0.

Page 104. 4.0. To 3.0

Page 103. 3.0. To 2.0

But in these cases where too damages ought not to be

Page 102. i.e. exceed the may proceed from amounting against or

Page 101. Taking every stipulation of taking present for one or his
Assault & Battery

McG. 79
Bul. 30.

There can be only one cause in these cases: if evidence may go either at the one, or at the one, the one is convicted, or at the other, the court may not enter a nolle prosequi as to one, and, to take judgment as to the other, for the one removem

It is said that the jury may in these find one guilty as to one, and another not to another, and the evidence damages, resessably, the pleading shall be good without a conviction.

The above to be our first instance - Are these as are not found jointly guilty, unless the jury declares one guilty of theft, to the joint guilt of each of the whole damages and the received.

If one is compellle to pay the whole, no contribution.

The King: it has been Holden that a nolle prosequi

Bul. 16. 70. Bul. 10. or court has to one of several debts before judgment.

But if, to the other, it discharges the act or to all, it deems a release to the one, a justice otherwise in law.

And in King's case, it will then be, to make it one of the debts from the declaration with different a time process, to inhere him as a witness. The rule is, when the other defects, must for him, in a witness, it will be his. No evidence at its inception of time.
Assault & Battery

because a Jury will sometimes make a person defendant for the purpose of preventing his testifying for the other side.

If it is guilty first, then it is a good action.

All causes of not rendering a verdict, whether del. or case be the remedy, are several, they may be joined, the not rendering.

The Jury may if they please vary from the declaration, but only a part guilty, not guilty, as to the parties.

No necessity for this, they may assess damages guilty, do damage. Instructions to the jury relative. Fix the course of thinking.

Doing more than is in issue is false. If there has been a mayhem, the injury or wound excepted.

Caused by the declaration, provided the Judge is a mayhem, or, report, etc. when he is a member of the bar.

But it must be done in Bank. Juries must be present when the motion to increase is made. The manner of proceeding should be stated in the declaration. The

function of increasing damages is founded on the rule, that in appeal of mayhem, mayhem or not, it to be tried by

a judge who tried the cause before himself satisfied with the verdict.

The Jury cannot give more damage than are laid in demand in the declaration. But if they do they may assess the excess. This is done to prevent error or not to prejudice.

A witness, or, in general, as well as private wrong. Damages by force, in accordance with the

white.
Assault & Battery

By Statute, this act must be laid within four years.

For the law relative to indictment for assault & battery, see
1 Black. T. B. Ch. 12. sec. 1. 2. 1 Part. T. B. Ch. 8. sec. 1.

Jones v. Clay. The party injured may proceed at law for such an act & indicted for the
13st. Vol. 191. same counsel for the public's private injuries are perfectly distinct.
The action of Slander.

Slander consists in maliciously defaming a person by words written or spoken, which tend to injure him in point of personal security, connections, office, profession, or interest.

2. Without words, as by figures, pictures, &c. of the above tendency committed according to the usual division in three ways viz. 1. by words, 2. by writing, 3. by figure, pictures.

Slander by words is of two kinds: 1. of words in themselves actionable. 2. of words not actionable in themselves but becoming so by some special damage sustained.

The general rules relative to real slander apply to written words also.

2. Of Real. Truth & malice must concur with defamatory; malice what Chart.

But rule that for words in themselves actionable, one may recover on merely proving the words & malice.

4. For damage is implied; & such words prima facie import malice; related by proving that they were spoken under the circumstance which exclude the inference of malice. 2d. Of actionable words: 1. Those which during the tenure of which he was put in its range of legal punishment.
Slander

2. Tending to exclude from society. 3. Injury to one in line

Tending to injure one's name by profession. 4. Tending to injure one in his

office.

1st. Bringing into danger of punishment. 2. The false

words change a fact which would incur corporal punishment.

The words are clearly actionable. 4th. Changing the name.

Raising, heiing, forgiving.

According to this classification, words may be actionable.

As they do not injure one's reputation, they may

injure one's reputation yet not be actionable.


2d. 3d. 4th. Actionable. So to casting.

Wording charging what would subject to imprisonment.

Words charging what would subject to imprisonment.

2d. 3d. 4th. Actionable. Imprisonment being corporal punishment.

2d. 3d. 4th. Actionable. 4th. Case 181.

2d. 3d. 4th. Actionable. Imprisonment being corporal punishment.

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2d. 3d. 4th. Actionable. Imprisonment being corporal punishment.
Slander

It was charging what would subject to punishment

1. Case 579, 26. 417 to be actionable, charge a criminal fact committed: charging

2. Case 571, 23, 441. If intention not to hurt, e.g., "The case I have connect to

3. Case 571, 23, 441. If intention not actionable. As "I expect to see him injured

4. Case 571, 23, 441. If intention not actionable. As "I expect to see him injured

5. Case 571, 23, 441. If intention not actionable. As "I expect to see him injured

Subjective words under this head are actionable

6. Case 474. 1st, 1st, 2d, 2d. Sedition, libel, libelous, be not what "injurious" might

7. Case 474. 1st, 1st. "Ine jorunum" not actionable under. The added in -

8. Case 474. 1st, 1st. "Ine jorunum" not actionable under. The added in -

9. Case 474. 1st, 1st. "Ine jorunum" not actionable under. The added in -

10. Case 474. 1st, 1st. Do call one a thief to the after a year, pardon is actionable

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30. Case 474. 1st, 1st. Do call one a thief to the after a year, pardon is actionable

If the words charge a crime which it appears could

not have been committed then are not actionable: e.g.,

But 5. He has killed J. S. He being well living.
Slander

Plead. 5.

But this matter may be pleaded in Def. cannot be given in evidence except in mitigation of damages.

4 Becc. 510. 585. 627. 8.
Sed 104. 105. 75. 110a. not corresponding to the crime charged be added.

4 Becc. 574. 625. 74. 15. 14.
The words are not actionable: e.g., calling one a thief, because he had committed a certain act which went only to a carbonar.

But charging a crime to the prosecution, for it is barred by Stat. of Limitations at the time of the words spoken, is actionable.

If the punishment of the crime charged is alternative, the words are actionable, if the punishment may be corporal or death. Charging one with being the father of a murder, or whether the father or not liable to imprisonment under 228, the statute.

2. Tending to exclude from society as to charge with having a contagious disease 4 Becc. 685. 11. 12. 14.

But, the words to be actionable under this head must charge a specific disease seem to me

4 Becc. 68. 67. 437. 184.

Slander

1st. Tending to injure one in his profession or trade or calling a lawyer a know [illegible] scholar.

Vols. 35. 39. 18. 2d. 2d. 2d. 2d.

Vols. 35. 39. 18. 2d. 2d. 2d. 2d.

2d. In these cases, the lawyer must state in his declaration that at the time of the words spoken he was a practising lawyer. Proof of praying acting as a lawyer is subject

1d. 1d. 1d. 1d.

1d. 1d. 1d. 1d.

To justify calling a lawyer a bankrupt.

Vols. 49. 18. 18. 18.

Vols. 49. 18. 18. 18.

Vols. 49. 18. 18. 18.

So to change him with cheating his customer.

Vols. 18. 18. 18. 18.

1d. 1d. 1d. 1d.

1d. 1d. 1d. 1d.

The words were published with reference to his trade.

Vols. 18. 18. 18. 18.

Vols. 18. 18. 18. 18.

So he is a cheat. Just a colleague concerning his trade is necessary to be said. But if the words were "he is a bankrupt" it would be subject to

Vols. 18. 18. 18. 18.

Vols. 18. 18. 18. 18.

So he is a cheat to deal with him, if he is a cheat to profit without a colleague.
Stander

To call a clergyman a liar, decided to be an actionable. 17 Leav. 199. 1 Com. 181.
To be guilty of charge a man with insinuating lies. 17 Leav. 199. 1 Com. 181.

To call a drunkard 43 Bac. 490. 8 Leav. 1000. 8 Leav. 999. 8 Leav. 999. 8 Leav. 999. 8 Leav. 999.

To call a physician a quack is actionable. 43 Bac. 491. 43 Bac. 491. 43 Bac. 491. 43 Bac. 491.

To say he has killed a patient; this is not actionable unless it be added "knowingly" or "wilfully." In sick
he, not his ignorance in his profession; same words apply to anything else actionable.
Rule as to lawyers at bar.

A word or words tending to injure a mechanic in his trade are actionable.

A word or words tending to injure one in his office.

Words charging one in an office of profit with want of ability or integrity are actionable.

But words charging a person in an office of trust or honor (out of profit) with want of ability are not actionable. See Leav. 975. In fact, Leav. 975. In fact, Leav. 975. In fact, Leav. 975.

Impeach his integrity. Leav. 999. 999. 999. 999.

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Leav. 999. 999. 999. 999.
When the words themselves do not of themselves import

Character, a colloquium is necessary. 1002. 460.

The words themselves do not import a reference to a specific official

Character, 148. He is a brazen justice. 148.

When the words are not actionable except as they refer to some collateral thing which constitutes the ground of action & to which the words themselves refer, an announcement of

Colloquium is necessary, e.g., to say of one who

is a cheat, he is a cheat.

Colloquium to by Act 514 to be necessary where a trader is called a bankrupt. 460, no authority cited

by Act 515. 465.

by Act & rule 1169. When the words were "He is a

brazen justice," a colloquium is necessary.

To calling a physician no relation. 460.

He is a bankrupt, he is not equal with them. He is a

cheat. A colloquium is not necessary.

He is a brazen compounder. 460.

If the words themselves do not show their own

application by designating in express terms, the

subject matter or the lesser incident or necessary

expression, the meaning step. 1002.
Hander

4 Bar. 46, 47. Rule — "Nothing which was otherwise uncertain can be made certain by innocence."

Not accurate, more accurately than any thing which taken in connexion with all that precedes before, between the parties to the conversation remain uncertain cannot be made certain by an immundo. It can make certain only by a reference to something done before which is certain.

An immundo therefore can mean nothing the meaning of which lies beyond its proper import. e.g., "I bent my bow (meaning a bow full of corn)." But if it had been announced that before that I had a bow full of corn or that in a discussion about that bow, I shot bow at above words, immundo would be good.

"So, the whole half an acre of my corn, immundo. "The corn which grew on an acre after it was reaped in bad.

When an immundo is unnecessary a bad one is superfluous: as e.g., he slew himself, immundo in a certain hill exhibited in such a case, the immundo is bad, but the declaration is good — to be his forsworn himself immundo, in such a case is imprisonment
Standar

[Text continues on the page...]

Rules of construing words in militurii sense

10th Feb. 19th

15th Feb. 19th

14th Feb. 19th

13th Feb. 19th

12th Feb. 19th

11th Feb. 19th

10th Feb. 19th

9th Feb. 19th

8th Feb. 19th

7th Feb. 19th

6th Feb. 19th

5th Feb. 19th


Slander

A writ of right or to be taken together - for the subsequent words may affect the former, as a false
short of slander - as in the case of a description of injury

It will not do violence to language to find an


innocent meaning, e.g. "your husband died of a wound


you gave him" after the the wound might have


been given by accident


So a forced construction not given to make words


actionable which bear an innocent meaning. This is


a common-sense test of truth of a slander.


First rule: The words, to be actionable, instead in
direct charge of a slanderous nature must by inference


and by inference, e.g., "I got this poison by sworn or forswearing"


not actionable


get where the intent to charge a crime for any


thing else of which the charge is actionable / is clear.


the words are actionable thus somewhat indirect, e.g.,


"I will make you an example for a poisoned house",


"I will make you an example for a poisoned house",


"I will make you an example for a poisoned house",


"I will make you an example for a poisoned house",


"will you return the dish upon which I roll?"


"I will make you an example for a poisoned house",


"I will make you an example for a poisoned house",


"I will make you an example for a poisoned house",


"will you return the dish upon which I roll?"


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"I will make you an example for a poisoned house",


"will you return the dish upon which I roll?"


"I will make you an example for a poisoned house",


"I will make you an example for a poisoned house",


"will you return the dish upon which I roll?"
A declarant avers that the words were false and necessary. Entirely published in open.

1st Nov. 195.

Declaration avers that the words were false and necessary.

alleging that the words were spoken "publicly, mala fide, and mischievous in the meaning and in the presence of divers persons"

"Mala fide" is any corrupt or wicked motive.

The words, actionable words, give rise to "mala fide"

In some cases, confidential communications which exclude proof of malice as a character of a fraud given by a person in question or suspicion or a reasonable inquiry, the facts of malice must be proved. (see 3B. 5th 592, 3B. 186, 201)

Do words or confidentially by means of knowing to another, if a fraud, "in the course of a business, the words were spoken and not actionable, the damages are

2nd Nov. 195

allegation in article of the

the words were spoken as in the course of legal proceedings, etc.

4th Nov. 195

The declarant avers that the words were false and necessary.

The declarant avers that the words were false and necessary.

The declarant avers that the words were false and necessary. (see 3B. 5th 592, 3B. 186, 201)

4th Nov. 195

intended to damage the declarant's concern.
Slandel

I have heard that S.J. is to be charged for stealing in action, but not -

Wants protection by appealing a damaging question.

I say S.J. himself not actionable say, "Sure you say I am injured, why, you will love it."

The great issue is in Eng. a denial either that

Defends speaks the words, or that they are actionable, for

125. 10, 12, & 82 mean a - 102, as in the case of confidential com-

munication, before.

In Eng. the great issue includes all defenses -

even that the words were true, or otherwise justifiable

except such as arise from some act of the def,-

amounting to a discharge -

The great character of def. as to the crime

Post 54, 60. Charged by the words may be proved in mitigation

of damage - but other particular acts of the same

kind as these charged cannot, where the charge is of

particular acts - seen where the charge is general.

Post 54, 60.

125, 12, & 54. The words were true

In Eng. a special justification cannot come

the opinion is evidence under the great issue

e.g. Say the words were true.

In Eng. the truth of the words cannot be given

in evidence even in mitigation of damage -

125. 54, 8, 54.

The truth of the words is actionable in your

post.
Slander.

4Bac. 499, 518. To commence mischief, my justification, the 4th course of Notice.
1 Com. 194. is actionable, 1 & 2, whoso falsus erit deo, published
19 Bac. 4, 25d. 258. A Post of Notice, sign in a declaration, in court hast.
1 Roll. 43. as deft. of 1782.
20 Bac. 4, 469. But if the 4th course, enim, non repugnates, high, juris.
4 Bac. 499, 606, 29A. Proportion, to which a vindicatio of their act justifies.
1 Com. 194. By the firm of Chaucer, and declaration a articles of complaint, the like were publicised under oath, they justify lying,
16 Blew. 518. that they were not false, the they are true, for it is in his defense in a course of Justice.
1 Com. 194.
1 Roll 33. of objection to his dominion.
4 Bac. 499, 606, 29. Slanderous words in a complaint to a grant from a
42 Bac. 138, 466. 6. in proper magistrates, or in an indicat inn actionable.
42 Bac. 138, 466. If one falsely, maliciously, with determinable
42 Bac. 138, 466. cause exhibits a complaints in acta for a malicious
prosecution will lie.
42 Bac. 138, 466. if in good in the above cases of complaint the
122 Bac. 499, 518. with course of Justice is made a mere claim for notice
42 Bac. 138, 466. for malicious prosecution, his writs. in of granting
42 Bac. 138, 466. To malicious words, when lay a suitors in a Ct
42 Bac. 138, 466. factually, not actionable. But he in rule as a the case may
be for proving a cause if he goes beyond the issue.
42 Bac. 138. slander a third person. Suppose that he is slandered
in partie, othere are remedy.
Slander

Chap. 505, 16. 1st sec. 101. of one certain in alleging charge another with
having testified falsely, are acts tending to...

So if the words were spoken by others on account
of a cause in some cases it is a good defence or
justification, in some it is not.

Stat 547. 1st sec. 104.
4 B. 568. 8th sec. 29. if the cause (I suggest by the client) to it it is not liable

But if the words are in malice (the suggestion
by client or of being turbulent these were not suggested)

4th sec. 29.
2nd sec. 30.
Stat. 104. 9th sec. 17.
Most of the cases there make no difference
between those being suggested or not suggested.

It has been decided that for the purpose of
mitigating damages in favour of a client
an advocate may use slanderous words, not
pertinent to...

Chap. 502. 4 B. 568.
In a subsequent case it was held that an errant
act is not liable for slanderous words... (repeating the
client's cause) 45. 3rd duty is presumed that he was influenced
by client, in 4th it was written, do not mention the two last
cases.

Thus there are two counts: one charging words
actionable of the other words not actionable, on a
basis the whole entire damage are given, judgment will
be awarded v. a venue or none awarded — few of the words

4th sec. 564
Slander

To prove the words were actionable, they must be stated that in the gist.

To show the words were actionable, it may be shown they were special damage, but in this case it can be shown there was more special damage than what is stated in the cases.

The evidence must be clear and positive, as to the customers.

But this amount to an allegation of special damage.

But where the words are not in themselves actionable.

We cannot show that special damage might be found under an account of your damage.

Immaterial what the false words are, if they are malicious or occasion special damage, e.g., calling a high woman "immoral," "vulgar" or "perverted.

I can of slanderer, it is calling on her apparent or her act to show remote or probable damage. No act less is enough.

Who claimed the title as his own. His father had signified a design to divest one. Must also

He declared in favour of young of son.
One recovery of damages is a bar to another suit for the
same words whether the words are actionable
or not an act of slander or not. If after proving the
words stated may give evidence of other words of a similar
kind spoken at another time or even after the act had
said to be an approbation of damages

But that cannot be the principle for 1st words
not actionable may then be proved & 2d words actionable
which may also be the proving are a foundation
for a distinct action. 3d Words spoken after act
and may be then proved. The true object is to
show malice.

But when words spoken at another time are
given in evidence, under this rule, defendant may prove
them time to rebut this inference.

There words not stated 1st spoken at a different
time are proved, they must be similar to those charged

Sec 518. Sect 75.

1. Sect 75.

1. Sect 75.
Slander—Libel

A joint act of slander by or of two will not lie—
2 Bunn 954. Tit. 705. 11 Lev. 195. by 92. 6 Pau 1146. 24
and a fort which happens an act. Phil. 5, 318.

II. Slander by writing or libel

As to the nature of slander by writing 1. Plot and
words would be actionable if spoken, are clearly to whom
written.

But written slander is a more aggravated

3 Bm 420.
3 Pau 120.

The rule does not hold always a concern (port) 1490.

But if published in the way of a libel it
is actionable. 1 Troughton 32. (Beare)

The publication in a letter of name
enlarge making. If an action at Tres

3 Pau 120.

is in the handwriting of a letter a libel.

The libel in any malicious character of a person

be slanderous are not slander when written.
The libel is any malicious character of a person

by writing or making public by writing.

4 Bunn 1490. 3 Bm 420.

contempt or ridicule. This defini-
tion seems chiefly

to have been formed with reference to libels considered

as a public offense. e.g. Dead person, exciting resentment

3 Pau 120.

3 Bm 492. 172.
It is said the general rules relating to oral slander apply to cases of libel, or civil injuries. Do the general rules as to oral slander apply? or go to charge with prima facie.

But nothing is construed a libel which is necessary in the regular course of proceeding in a suit of Justice — e.g., in a declaration, complaint, etc. What is it proper to say in a written in a suit of Justice is not best for libel. In a suit of Justice, libel is a term given to the intentionally false and malicious statement which defames or seeks to defame a person by damaging his reputation, public or private.

The act does not, for publishing a true account of a trial in a suit of Justice, the false character injurious.

The focus on a criminal prosecution. Libel is a suit of Justice, Libel is a suit of Justice, the false character injurious.

It is essential to the constitution of a libel that it be malicious. But writing it originally seems to be just the actuated by an innuendo.

But merely transcribing it, without showing it to any one is not a publication — but it is evidence of a publication of the libel he made public. In an act of publication.

Case, 525.

2. 507.

And 7, 503.

150, 258, 259. 259, 250. 250.

1, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30.

2 to 49. 19. Video Code, 509.
Slander  Libel.

But composing it, procuring it to be composed; making it after he knows the contents, delivering it to others, after he knows it amounts to publication in Law, for to be wilfully or wrongfully instrumental in making it public is to incur the guilt of actual publication.

2d. Nick. 614. The sale of a Libel by a Bookseller or other
Par. 10. Nov. 90. 2d. Prima Facie evidence of a wilful publication.
Chap. 510. 5th. June 20th.

2d. Nick. 644. 


So sending it to the Press for publication, is sending it to the Press for publication in a publication in Law, for the person sending it is guilty of a publication when it is printed.


S. 6066. is a publication.
A. R. 18th. 13th. 18th.
B. R. 18th. 13th. 18th.
Chap. 510. 5th. June 20th.

4th. Nov. 30th. Without malice has been held no publication. Writing it to a person who is the object of the libel. -- Libelation for a public prosecution.
Stander

If the letter was a friendly reprovalation it is not, for a public prosecution. In I
conceive it clearly not actionable. It

Words written are many times actionable
also marginal note p. 299.

[Handwritten notes and references]

Making & publishing any thing false

which makes a man odious or ridiculous
is actionable. To say Quixot, last 'roque' or
necete subject

To disturbing domestic peace is said
by CoT. 305,

Writing or printing of one that he is an

'Svindler' is actionable. Same of 'spoken'.

The offence & the injury of a letter are
considered as repeated in every stage of its

1702. 57. 594 circulation - therefore the offence is not

With 48. Challenged in Eng. except where the writing & publishing are
in the same county. 1702. 57. If where the letter is sent out of Eng, in a
letter, the venue may be changed into that of where the letter was written: 1702.
Slander without words

In the absence of the act of the printing or press, or only the initials of the name of the person aggrieved, the manner being such that it must
indubitably refer to the person. See Case in Duke, 66, 93. 4 At
York, 1764, 203. 4

She shall not move or stir, raising a gallon before ones
nose, & hanging him in effigy.

18.12, 491. She the application of the slander must
always be made by reasonable curements.

Also special damage must always
be shown. This kind is not actionable
in itself.

Least not more than to be leveled
at the cliff.

By Hal. On. Common Hands is punishable
as a common offence. Fine not to exceed 634
& by Yeasty, mean not inflicted. Defending him
Magistrates to fine imprisonment without
punishment.
Trespass vs. & Repl. on the Case.

The true distinction between Repl. & Repl. on the case (which the difficulty is important to be understood) is that of the injury as occasioned by the act of the defendant, & the time, on the other hand, the immediate cause of the injury.

1. in a case in the former remedy, 3 East. 870, 600, &c. the proviso being,

2. here the injury is not direct, but immediate, & the act done, but consequential only the remedy is by action on the case. Lea v. 1349


4. 34, 341. 2. Brown. 114, 12. We have been misled to this opinion, in the course of the argument, & have not been furnished with the correct cases, & have supposed the case of 3 East. 543, 231. 50. 549. 70. 550. to be a correct one, & that is not the case, it being a case of a

5. for running down a horse, it is not a case. 3 East. 870. 599. 70. 132.

1803, 1. 372. seems to be the case. page 3. 18. &c. in 4. 127.


2. On driving cattle carrying in the same side of the road (which was wide enough for two carriages to pass conveniently) by accident running over a cattle carriage, the night being so dark that they

3. 3 East. 543. 2. Bomb. 231. 50. 549. 70. 550. 1. page. 3. 14. &c. in this set. With utmost diligence we have not been able to

4. find any case in which the injury was immediate. If

5. 2. Bomb. 231. 50. 549. 70. 550. 1. page. 3. 14. &c. in this set. Convex herb is simply because the carriage in the road & stuff this one of it in the dark, the injury would have been consequent from

6. whilst the horse run at the road, & there in the case.


8. 2. Bomb. 231. 50. 549. 70. 550. 1. page. 3. 14. &c. in this set. To this declaration as not having the effect, it was held in

9. for the reason said the case did not overturn that in 3 East. 543

10. at the same time that case was to be reconsidered in 1. 13.


12. The whole must be in one for entering into a house & setting a chair. Because from it in

13. It is necessary to prove in this case in the passage. The proper form of acting in

14. is of course, on the case, to support which there must be no right. But here

15. The legality or illegality of the original act, & the time. to contrary, when the injury

16. was immediate or consequential, in which the remedy should be kept in case 1. 3. 635. 2. 2. Bomb. 231. 50. 549. 70. 550. 1. page. 3. 14. &c. in this set. As the

17. in the intent of design of the wrongdoer, the conviction as to the form of the remedy 3. 550. 2. 3 East. 870.

18. 1. 3. 635. 2. 2. Bomb. 231. 50. 549. 70. 550. 1. page. 3. 14. &c. in this set. No

19. 2. 3 East. 870. 3. 550. 70. 550. 1. page. 3. 14. &c. in this set. That is to say, 3. 550. 2. 2. Bomb. 231. 50. 549. 70. 550. 1. page. 3. 14. &c. in this set. 4. 127.

20. The injury is not direct, but immediate, & the act done, but consequential only the remedy is by action on the case. Lea v. 1349.
Action of Trespass vi et armis

For injury to person or property.

Trespass vi et armis is the most extensive application of our law to any trespass on the person, either by contact or by any violence of law short of treason, felony, or murder.

5th Ed. 182.

Trespass on the person - When not considered as a crime, it is an act of violence committed by any person upon the person of another, for the purpose of causing him any injury of any kind, however slight.

5th Ed. 184.

In this sense, the word "trespass" is now used to denote in its strictest sense any injury to the person of another, whether it be done by force or by fraud.

5th Ed. 186.

The terms "trespass" and "injury" are often used interchangeably to denote all kinds of acts or omissions that result in injury to the person of another.

3d Ed. 187.

A trespass is an injury to the person of another by force or by fraud, and is actionable at law or in equity.

3d Ed. 188.

The remedy for such injuries is the action of trespass vi et armis, which falls under the description of an action for wrongful injury to the person.

3d Ed. 189.

The remedy in these cases is the action of trespass vi et armis, which is brought in the name of the person injured and is maintained by the person injured or his legal representative.

3d Ed. 190.

In case of injuries to the person, the action of trespass vi et armis must be maintained as an action at common law.

3d Ed. 191.
(an unlawful taking being gently removed by defence
or you will lose)

371. The act of theft in & c. gives no other restitution
in specie but it does not for taking a thing on goods or
prize, the act of theft has been adjudged to be no offence
for the question depends on the law of nations & is
triable in admiralty as the only

But in some cases where the original taking is
tagged, theft, for subsequent injuries, e.g. if
the heart is taken as an oyster & afterwards劳动, then.

372. A letter in a theatre is abusive in some cases.

373. A theatre is kept to keep the audience from transgressing the rules.

374. A theatre is kept to keep the audience from transgressing the rules.

375. A theatre is kept to keep the audience from transgressing the rules.

376. A theatre is kept to keep the audience from transgressing the rules.

377. A theatre is kept to keep the audience from transgressing the rules.

378. A theatre is kept to keep the audience from transgressing the rules.

379. A theatre is kept to keep the audience from transgressing the rules.

380. A theatre is kept to keep the audience from transgressing the rules.

381. A theatre is kept to keep the audience from transgressing the rules.

382. A theatre is kept to keep the audience from transgressing the rules.
It is one having taken a chattel lawfully refuses to deliver it on receipt another. Estimation of goods. 2

Black B. 186. Where the injury is remedied by case expectation to the

R. 180. In this case evidence of theight who ought to return to

Black B. 561. Where the party goes the losses under which the

original act is done, the other can never be made a defendant by relation. The law will punish in case

Black B. 70. of abuse the very act which was authorized by itself.

Black B. 186. Yet it will not allow a jury to treat that as unlawful

which he himself made originally lawful — e.g., an

unlawful process on place by bail on 5

Black 383, 458. To maintain this act Airf must have some express

alone is not subject — e.g., Airf let a house & furniture to M.

Then fearing the want, bought an oven in the furniture —

Black B. 9. Now Council that Absor will not be —

But construction proves is subject of a stranger

Crown 577. 2 Black 581. 2. In taking thrown —

Instructions are of soil bought one as a right in a particular rope and subject to the other. 6

Black B. 140.
Great to persons' prop.
In taking for goods taken belonging to him, both should
be known that the object is insurable in abatement only.

1. Sect. 551, 552. There it is seen that a Com. does not lie for an
act done by another, or he acts as a principal—merger 1 June 552. Sect. 144. Sect. 27.

5. 543, 554. The Com. authorities are contradictory to the application of the
4. Sect. 555. The Com. 1 acts, the act itself is the same,
5. Sect. 556. To recover a 2 to another, in another's security, or unlawful,
6. Sect. 557. 3 to another, for another, the security, or unlawful,
7. Sect. 558. 4 to another, in another's security, or unlawful.

In declaring the goods must be described with convenience,
8. Sect. 559. 5. Certainty. "Diverse goods" or "of goods," not subject to
9. Sect. 560. 6. Some by verdict. For one recovery would not be a clear
10. Sect. 561. 7. To another, and it cannot justify.

But this rule applies only when the act is founded
11. Sect. 562. 8. on the taking of a security to the goods themselves, and when
12. Sect. 563. 9. the injury is laid by way of aggravation—these. The goods
13. Sect. 564. 10. are sufficient, e.g. theft for breaking entering theft.
14. Sect. 565. 11. House & breaking in goods, to support on unlawful
15. Sect. 566. 12. documents,

with a warrant. [Ref. for breaking entering in house rejecting
16. Sect. 567. 13. fraud & only aggravation, unless W or makes a
17. Sect. 568. 14. new assignment of it as a subst. This case

By reference to other things in the declaration—e.g. in
19. Sect. 570. 16. usual key for entering the house afterwards—
The power of a personal nature may be laid with
laying with a continuance, where the act is
not in continuance, not cured by verdict unless some
of these lie in continuance — vide "Tort & Calamour"
- adopting doctrine vide older vol. 1950.
- must State present, on freshly showing a sight
- proven, i.e., within an actual or constructive service.
- from "Tort & Calamour" not subject even after verdict.
To Sec. 605. Bargain cannot make the act until entry, & actual person.
- Frame. 997; Tull, 999. 322 "Value must be stated — how is it to appraise damages?"
- vide "assault & battery."
Old led to mis-statements. When a man of serious furniture, first declared at Dept.
- Ray laid not material, Off may prove trash at any
time, not within the Stat. of Limitations.

Therefore if a release is pleaded, Off must prove
as to the subsequent time. So
- if tort is committed by several Off may declare
- off one, or more, or all. So he may of each separately
- made the 420 as to deeming damages.

If a judgment of several one is compelled
to pay the whole, he cannot oblige the others to
by the whole, he cannot oblige the others to
- contribute — rule common in all Torts.

But if it appears from the declaration that the
- defect with another person certain committed the defect.
The declaration is it for not joining the latter. But
- as to the principle — torts lying several to defects standing
in showing the fact does not hurt the declaration —
while of the latter is not known justification must be pleaded.

Justice Bull says that the identity or difference of the judges is not an universal criterion. But he says that where the same plea i.e. the same point issue is found & the judgment would be the same, the cause of action may remain unified. By the same judge or not unmanageable.

Bac. 141. The same judgment at common law & equity. Act. 50 Illing

17/2. 971. Sect. 10. Contract & trust cannot be joined. 1 Bac. 141.

**Action of Slander on the Case rising ex delicto, for injuries to the person &Kent profits.**

This act lies for injuries not accompanied with

Slander for injuries to the person & personal, 2 &

regard of negligent omission. It also for consequential

injuries occasioned by acts which are jura

1 Reg. 3d. 2d. 110. of the first kind of injuries. Viz., malice, prevention

1st. 12c. 197. &

1th. 12b. 197. 2a 397. Passer, malefactor, &c. unskillfulness in business, neglect

2d. 23b. 197. 2a 399. in a tenant, officer, &c. is. of the second kind, injuries

remedied by actions per quod. v. - Throwing a log into

16. 536. The road over which one falls is tripping a jin.

P. H. 12c. 197. 2a 392. Actions of Slander on the case are generally founded


3d. 123. 197. 2a 392. Case was known at Com. Law, it seems -

2d. 445. 2d. 2d. It lies for mis-act or non-actance. Bac. Al. 1st. 197. 2a 397. 5c. 27a. 6 &c. 3b. 5c. 27a. 445. 2d.

Bull. 74. -

17/2. 971. Sect. 10. Contract & trust cannot be joined. 1 Bac. 141.
Trespass on the Case.

In case the form of declaring a case, circumstances make it
necessary to explain the reason for declaring the case, the
Court will decide the case, not in substance, but in the
manner of declaring the case. As an example, if a defendant is
assumed to have committed trespass on the case, the Court
will decide the case, not in substance, but in the manner of
declaring the case.

When the original act producing an injury is with
force, the injury arises from the trespass on the case.

Rule: If the act is immediately injurious, trespass, with
force, and the proper remedy is battery, or false
imprisonment or detaining property without actual force that
causes the injury, the proper act is false imprisonment.

The act is usually called trespass. If the injury is consequential to
the act done on the case, or made on the case, the injury
arises from a battery of one's servant. There is no difficulty in
applying the rule, but the effect may not be instantaneous to
maintain trespass. When the instantaneous
trespass, only is the proper remedy.

Injuries which are not the instantaneous effect of the
original force are in some cases remedied by trespass, or other
by case. Rule: When the immediate, i.e., the proximal cause of
injury is lost, a continuance of the original force is not

being on any measure produced by the voluntary
intervention of any rational agent, the injury is im-
mediate, the author of the original force is liable
in truth, for in this case, the injury is considered
in law as the immediate effect of the original force.

But in the other case, when the original force
causes the injury commences, the injury is
consequential, as it always the case where the injury
is produced by the voluntary intervention of rational
agents, in many other instances the author of the
original force is liable when liable at all, in case
only, when one of these acts in the proper remedy,
the other cannot be - that I think is true in all cases.
E.g., one shoots a ball which after glancing too time
times, a sword - it deeply stunt in in law, the im-
mediate effect of the original force - for the proximate
cause or ultimate force, is like a continuance of the
original force on causa causans. Therefore,

this true. Its injury is not the immediate effect of
the original force. It is not indeed the timely physical
effect immediate or remote of the original force - the
immediate cause of the injury to it is the causa causans.
The physical stunt done to the act, it's proper remedy
therefore is case - and action by menton in such case,
Fresco on the Case

Always have been substantially as an opinion, the sight to be, case, the thing have been called Fresco,

A town, a stone which Thoms. eru. s. in Germany, Fraser.

B. Here the vis impulse continues, i.e., it continues.

The doctrine, with any intermediate action present, if E.

has thereof. If of it becomes a large time, so if one throw a

log into the road it is throwing it into me.

But in the case of a foot-bole and by Il. next case

would be the remedy. A hole shot at a mark, chance, or

morning, etc. etc. I in the equal case. So in wanting

turning out a wind or cutting through. Capturing lives to

in thin cases, the injury is the physical effect of the force

continued it not added by intervening agencies. But if a

Esp. 599.

Log is thrown into the road it falls over the case etc. For

Esp. 646.

To effect the physical is not the effect of the original force.

1601. 214.

Continued.

West. 175. Case for sitting in a wild beast to be in our view

which can our stuff. One I conclude the right reason

2. 1172.

Considered as agent is far a relation to the piece. But only

guilty of the neglect.

If dig a trench on my own land without a

water course from my neighbors, the injury is the physi-

ical effect of force, yet case not trace, etc. So if he erects a

Esp. 679.

water tower on my house without gas, or another, one time
Here the proximate cause is negation. The failure of the tenant is not a continuance of the force.

If a servant is performing his master's business, commit a breach injury with force negligently, is here. In case the master acts as the master? Case I think. Case. In the last case in Part, incident.

If a wilfully run the vessel agist the break. Line of by negligence, case. In. The act's act in the former case, not in the latter. 3 & 4. 182. Case of mischief by one boy to hurt. Negligent driving a carriage. Truce. Of the land does it wilfully with the master's order, master is not liable at all.

In the case just of lopping trees, cutting thorns, the force is continued to one conjoined act of force. Case of the point already. For erecting the point does not come the rain, not conjoined. Where the force before the injury took place.

Cutting down a head of water, i.e., the dam, is trick. To like pouring the water on the ditch, land one conjoined act.

Where a case lies for an injury occurring in consequence of an act with force, the original act may be said to have been done in the manner to the acts in case.

In more description it seems.
Frisch. on the Case.

Nurwicz with Leinen. Letter 1597.

Whether the original act was lawful or not is not the criterion for tort.

In this case, it is said that the act was not tortious, i.e., where the act itself is originally lawful, not correct - what building from or making a statute, etc. 2B. 451. 3B. 161, 254. 2B. 161, etc. of cutting trees, etc. - the meaning is, where the damage is consequential. Hence, i.e., not where the damage is consequential.

2B. 219. In certain cases, the damage does depend on the situation.

Hence, whether the damage is immediate or consequential.

This act lies for a great variety of misfeasances - many of them have distinct titles. Hence, as such, Plaintiff re a mere neglect for which the act lies on the ground of delict, i.e., tort, must be a

2B. 451. 3B. 161, etc. of cutting trees, etc. of making a statute, etc. of building from or what building from or making a statute, etc. 2B. 451. 3B. 161, 254. 2B. 161, etc.

negligence and nonfeasances - many of them have distinct titles. Hence, as such, Plaintiff re a mere neglect for which the act lies on the ground of delict, i.e., tort, must be a

2B. 451. 3B. 161, etc. of cutting trees, etc. of making a statute, etc.

rule is universal, e.g., a master of property is not bound to keep it safely - if it results this neglect.

When, etc. 2B. 451. 3B. 161, etc.

1B. 205-79. But for negligence in his office, a thief is liable - to any other officers of private persons in many cases. In this case, a thief would be liable for not

2B. 451. talking the property taken by process. In Eng. a may

1B. 323-3. mention that they lay on his hands, his neglect,
Fresp. on the Case

A person performing business for another in the line of his profession, in doing it carefully or unskilfully, is liable in this act. But if the business was out of the defendant's profession, he is not liable for want of skill unless in case of a special engagement the for negligence. But in case of an undertaking in physic or surgery it seems that unless the person undertaking make the practice of physic be a common profession they are not liable even for neglect with a special undertaking folly of the patient.

It lies in gen. as in above act a culpable neglect the health of another an implied, e.g. if

lies as in a seller of bad wine which has injured another

cases, 52. 62, 162, 166, 170. Health do you exercising another health producing

the same effect. In. 162. He did not know it to be bad.

For implied warranty that provisions sold are good

In mischief done by a dog, an lying 'addicted

tact. 52, 62, 162, to rack mischief, the owner having notice of it,

Law 66, 32, 162. is liable at law. Can 'not, without such notice -

Entw. 90, 162, 3. Innocent is estopped if notice is not alleged. For

La B. 52, 62, 162. injuries done by animal hence notice is clear on

cases. 254, 162, 107. The owner is liable, of course, without notice -

In 162, 52, 62, 107. The owner is liable alike as to the object, from a that the owner

162, 254. had notice of mischief not favorable i.e. by special police.
Tresp. in the Case

2 Pet. 10. 11. It is true I would come to the gentile courts; because the gentile courts are always desired by the gentile courts. 2 Pet. 10. 12. In the same story, 2 Pet. 10. 13. If the tender plants, or the tender, to the heir case.

2 Pet. 10. 14. If the tender plants, or the tender, to the heir case.

2 Pet. 10. 15. If the tender plants, or the tender, to the heir case.

2 Pet. 10. 16. You can escape either in some case a final process.

2 Pet. 10. 17. This act lies of the thief. 2 Pet. 10. 18. You can escape either in some case a final process.

2 Pet. 10. 19. You can escape either in some case a final process.

2 Pet. 10. 20. You can escape either in some case a final process.

2 Pet. 10. 21. You can escape either in some case a final process.

2 Pet. 10. 22. You can escape either in some case a final process.

2 Pet. 10. 23. You can escape either in some case a final process.

2 Pet. 10. 24. You can escape either in some case a final process.

2 Pet. 10. 25. You can escape either in some case a final process.

2 Pet. 10. 26. You can escape either in some case a final process.

2 Pet. 10. 27. You can escape either in some case a final process.

2 Pet. 10. 28. You can escape either in some case a final process.

2 Pet. 10. 29. You can escape either in some case a final process.

2 Pet. 10. 30. You can escape either in some case a final process.

2 Pet. 10. 31. You can escape either in some case a final process.

2 Pet. 10. 32. You can escape either in some case a final process.

2 Pet. 10. 33. You can escape either in some case a final process.

2 Pet. 10. 34. You can escape either in some case a final process.

2 Pet. 10. 35. You can escape either in some case a final process.

2 Pet. 10. 36. You can escape either in some case a final process.

2 Pet. 10. 37. You can escape either in some case a final process.

2 Pet. 10. 38. You can escape either in some case a final process.

2 Pet. 10. 39. You can escape either in some case a final process.

2 Pet. 10. 40. You can escape either in some case a final process.

2 Pet. 10. 41. You can escape either in some case a final process.

2 Pet. 10. 42. You can escape either in some case a final process.

2 Pet. 10. 43. You can escape either in some case a final process.

2 Pet. 10. 44. You can escape either in some case a final process.

2 Pet. 10. 45. You can escape either in some case a final process.

2 Pet. 10. 46. You can escape either in some case a final process.

2 Pet. 10. 47. You can escape either in some case a final process.

2 Pet. 10. 48. You can escape either in some case a final process.

2 Pet. 10. 49. You can escape either in some case a final process.

2 Pet. 10. 50. You can escape either in some case a final process.

2 Pet. 10. 51. You can escape either in some case a final process.

2 Pet. 10. 52. You can escape either in some case a final process.

2 Pet. 10. 53. You can escape either in some case a final process.

2 Pet. 10. 54. You can escape either in some case a final process.

2 Pet. 10. 55. You can escape either in some case a final process.

2 Pet. 10. 56. You can escape either in some case a final process.

2 Pet. 10. 57. You can escape either in some case a final process.

2 Pet. 10. 58. You can escape either in some case a final process.

2 Pet. 10. 59. You can escape either in some case a final process.

2 Pet. 10. 60. You can escape either in some case a final process.

2 Pet. 10. 61. You can escape either in some case a final process.

2 Pet. 10. 62. You can escape either in some case a final process.

2 Pet. 10. 63. You can escape either in some case a final process.

2 Pet. 10. 64. You can escape either in some case a final process.

2 Pet. 10. 65. You can escape either in some case a final process.

2 Pet. 10. 66. You can escape either in some case a final process.

2 Pet. 10. 67. You can escape either in some case a final process.

2 Pet. 10. 68. You can escape either in some case a final process.

2 Pet. 10. 69. You can escape either in some case a final process.

2 Pet. 10. 70. You can escape either in some case a final process.

2 Pet. 10. 71. You can escape either in some case a final process.

2 Pet. 10. 72. You can escape either in some case a final process.

2 Pet. 10. 73. You can escape either in some case a final process.

2 Pet. 10. 74. You can escape either in some case a final process.

2 Pet. 10. 75. You can escape either in some case a final process.

2 Pet. 10. 76. You can escape either in some case a final process.

2 Pet. 10. 77. You can escape either in some case a final process.

2 Pet. 10. 78. You can escape either in some case a final process.

2 Pet. 10. 79. You can escape either in some case a final process.

2 Pet. 10. 80. You can escape either in some case a final process.

2 Pet. 10. 81. You can escape either in some case a final process.

2 Pet. 10. 82. You can escape either in some case a final process.

2 Pet. 10. 83. You can escape either in some case a final process.

2 Pet. 10. 84. You can escape either in some case a final process.

2 Pet. 10. 85. You can escape either in some case a final process.

2 Pet. 10. 86. You can escape either in some case a final process.

2 Pet. 10. 87. You can escape either in some case a final process.

2 Pet. 10. 88. You can escape either in some case a final process.

2 Pet. 10. 89. You can escape either in some case a final process.

2 Pet. 10. 90. You can escape either in some case a final process.

2 Pet. 10. 91. You can escape either in some case a final process.

2 Pet. 10. 92. You can escape either in some case a final process.

2 Pet. 10. 93. You can escape either in some case a final process.

2 Pet. 10. 94. You can escape either in some case a final process.

2 Pet. 10. 95. You can escape either in some case a final process.

2 Pet. 10. 96. You can escape either in some case a final process.

2 Pet. 10. 97. You can escape either in some case a final process.

2 Pet. 10. 98. You can escape either in some case a final process.

2 Pet. 10. 99. You can escape either in some case a final process.

2 Pet. 10. 100. You can escape either in some case a final process.
Tresp. on the Case

A single magistrate is liable for refusing suit, but was tendered, and sued as such.

This act was also set down in 1271, 1271, 1500, 1500, 1500, 1500, and 1500, in favour of the original Defendant, but not in favour of the Plaintiff. Rescue by public commission is a good defence. Rule, that they may give the whole debt or damage, or less, if appropriate, to ensure the original debtor involved or out of reach of process.

So it lies for rescuers of one taken by final process in favour of the original Defendant, in which case the rescue is not a good defence.

Proceeding as rescuers by Defendant discharge Defendant, according to 1271, 1271. So in this case in favour of the Plaintiff, Plaintiff prevents the Defendant from using the rescuer to discharge him.

It lies for Defendant if the person escaping within a month or final process. This is Defendant himself has not been sued. So it lies of the person Defendant in favour of the Plaintiff, it seems, but not in favour of the party unless the escape be voluntary — 1271, 1271.

But the under ejector cannot maintain the action of the party escaping even this the Plaintiff was rescued, as Plaintiff, for he is not liable to Plaintiff by law and law cannot contract against it. This state, not to under ejector.
Tresp. on the Case

Attorneys are liable to the acts for neglect or misconduct
injuring their clients.

Attorneys are sometimes liable to the adverse party
for dishonest practices, e.g., an attorney knowingly
took injures of the before the original Affidavit
been discovered. Defend his case of the Attorney
If they aptly express the power for refusing to do their
work, provided an injury is the consequence of the refusal
Work 18
1223, ree. Denying bail—refusing to authenticate suit
Chancellor 36
Nole 47—documents which require their signature, as will, deposition
It lies not as a trespass act, since acts and a suit
1201, 538
2 121, 302
for not countermanding it on motion, unless malice is
found. There is no legal duty on the party to countermand it
206 34, 199. It lies for breach of trust in Bailor. Welldon Bristow

1on 209, 7. This act lies on the ground of negligence in all cases
Co. Lit. 89
4 on 38
Falk R.
Com. 21, 193
2 904

4 624
Falk. 440
3 Falk. 209

It lies by negligence of the owner or master of a
work for goods lost or injured thru negligence in
And the owner of goods, said must all be joined as the
right of action in quasi contract. 4 381 contra
That in the case of Falk 440 was treated as an act on contract
Now, it cannot be brought as a 4 209
Guest on the Case

But as one is sued alone, he must plead it in abatement.

Past masters are not liable for letters lost, or
noted back in them, than the fault of subordinate officers.
The office is for intelligence, not for insurance.
The extent of the responsibility, if any, would be so great.
It is hereby said to know by the Pll. 124. Book 15.
The actual fault of his own, past master is liable to
see the under officer.

Innkeepers are liable in this act for all the

Innkeepers are liable in this act for all the

Innkeepers are liable in this act for all the

Innkeepers are liable in this act for all the

Innkeepers are liable in this act for all the

Innkeepers are liable in this act for all the

This rule.

Innkeeper not chargeable as such unless he receives

Innkeeper not chargeable as such unless he receives

Innkeeper not chargeable as such unless he receives

Innkeeper not chargeable as such unless he receives

Innkeeper not chargeable as such unless he receives

Innkeeper not chargeable as such unless he receives

The title "Innkeepers' " on the

The title "Innkeepers' " on the
Fresh on the Case

1. Is he liable for dead goods of the owner deserted in July
   and November? He is still a guest, except going out in the evening
   on business or returning in the evening.

2. Is he liable for injuries to the person of his guest
   by his persons, an assault or

3. Is he liable for not receiving goods, unless he had
   good reason to refuse — Is it a common carrier?

Action lie for deceit in sales as false warranty or
false affirimation; e.g., affirming rent to be more than
what it was. "Warranting goods to be of such a value as

The act on warranty is founded on contract, not
law. Act on false affirimation is grounded on
law, & scienter must be alleged in the declaration.

This act was not a "cap" render for false affirimation
when vendor has been guilty of neglect, or if he might have
learned the true value from his or tenant affirming that
it would give $200 — 3 of the objects are visible, &
grant warranty extends not to them — In any event, the special
warranty must be required, and to discover it, it is reached
by good warranty —
Trespass on the Case

A general warranty of a house holder goes to the tenant for anything found between the hours of 3 A.M. and 9 A.M. in the morning, the contract under which he was, except there be an agreement to return if faulty, 2 T. & R. 373. 2 T. & R. 374.

A warranty of a house holder goes to the tenant for anything found between the hours of 1 A.M. and 6 A.M. in the morning, except there be an agreement to return if faulty, 2 T. & R. 373. 2 T. & R. 374.

2 N. 5.
2 N. 13, Part 6, 729.
If a man willfully and fraudulently make a false affirmation in respect of his title to the goods sold, he is liable on an implied warranty whether any false affirmation was made, or not, and if there be a false affirmation made he is liable on the ground of fraud.

2 J. 87, Par. 10.
2 N. 13, Part 6, 729.
If a man willfully and fraudulently make a false affirmation in respect of his title to the goods sold, he is liable on the ground of fraud.

2 J. 87, Par. 10.
2 N. 13, Part 6, 729.
If a man willfully and fraudulently make a false affirmation in respect of his title to the goods sold, he is liable on the ground of fraud.

Where a public right is obstructed or violated to the injury of an individual, he may maintain the act. But he must state that his special damage, e.g., if an inhabitant of a certain place had a right to have a certain river toll free, the king may refuse to order time by his act declaring the common right, and still laying special damage, act did not lie.
Fres. in the Case

[Handwritten text not legible]
In obstructing light, act lies both in favour of licence for
years & Reversion. For the same injury both to the inheritance
& present enjoyment.

So this act lies for obstructing the owner's house or
land, so as to cast water upon it.

So for erecting a chimney

So for erecting a manufacture i.e. the vapour of
which injures the chimney - or a melting house. So for
Putting any thing to near one's house or to render it un
Healthy - Is too if not positively unhealthful but no more.

Injurious affecting persons or standing in the relation
to others of husband parent, & master. Same been held
in will of the domestic relations.

The act which in these cases has been in crime

but they are substantially act in the case

For certain other personal injuries the act lies,

If a legal voter tender a vote to the presiding or returning
officer refuses to accept it, breach of the case lies at

at common law. So a candidate for an election office
may have the act of the presiding or returning officer
if the latter refuses to take or count his votes.

So the returning officer is liable to this act in favour of the candidate for making a false return of
the votes at an election, if he prevents his election.

These are rules of the common law.

Note. An election, tort or any other, various: Vide Burnet note to Will 581.
In the Case

But notice that it lies not for a public return of a

[Text continues with handwritten notes, including references to cases and laws, making the text somewhat difficult to read.]
true, to be observed, that there is a strong resemblance between
actions on the case for the breach of an express warrant, and
actions on the case in the nature of deceit or implied warrant.
But the distinction between them ought to be attended to, viz;
2 Part 446. that in the latter, the gravamen is the deceit; the gist of the action
is the scienter; but in the former, the gravamen is the
breach of warrant, where 099 declares in text for such
breach it is not necessary to allege the scienter.

3 2c. 54.
All cases of deceit for misinformation, may say, &c. or, be
turned into actions of assumpsit.

The ancient method of declaring in cases of warranty, was
in tort, on the warranty broken, (in the form of declaring scienter
need not be charged or proved if charged 1st Part 446.) But of late
years it has been found more convenient to declare an assumpsit
for the sake of adding the money count - the law prevailed for
more than forty years, but established a case of trust as William
Davies 18. This, however, is where the contract is still open and continued.
Civ. 318. Dav. 245. 379. 123. 7 Part 274.
Prop. on the Case — Addenda —

Act of certain persons for fraudulent misrepresentation.

This was first established in Carley et al. v. Freeman 3 T. & R. 37, on a motion in arrest of judgment on the third count in the declaration, which stated

"Defendant intended to deceive, and did deceive the defendant, by falsely, deceitfully, and unreasonably persuade it to sell or declare certain goods to another firm of credit, for which purpose the defendant, deceitfully, fraudulently, and unreasonably, and that from a person safely to be trusted to a person in truth. There was not a person to be trusted that the defendant would know the same as. The question was, admitting all the facts to be true as stated, was the defendant liable for the acts of the third persons, if the acts of the defendant were of such a nature as to render the acts of the third persons actionable?"

In case of this kind the defendant must have derived its advantage from the fraud or deceit, or that the defendant should have colluded with the party 2 Part 318, who did derive the advantage. But there must be fraud in the defendant.

2 do. 92

(If fraud is an intention to deceive another from an expectation of advantage to the party, himself or ill will found, the other intentional? 2 Part 108.) In a test case where there was not any fraud or deceit in the party making the representation, but to the intent, and that it be within the party's knowledge which in such case could not be said to have known, but that reasonable and probable cause only to believe, he was set off, 2 Part 92.

With care of this kind in Part 318, can be discovered in part
In Bullet's N.R. it is said that every imprisonment includes a battery, & it appears that Lord Kenyon was of this opinion in the case of Doley vs. Flower & al. *

But this has been decided otherwise since in Cornew vs. Lyne. 1375, 1 B. N. R. 285. The 6th observing that it was absurd to contend that every imprisonment included a battery.
Action of trespass on the case of false imprisonment.

Every unlawful restraint of one's liberty on another, violation of one's right of loco motion is false imprisonment.

1st. Illegal confinement in a private house, street, or

Two acquire, 1st. Detention of the person.

The unlawfulness consists in want of authority.

authority may arise from legal process or from special

3d. 14th. cause, amounting from the necessity of the case to a justification.

2d. 33d. in the arresting of a person by a private person. 3d. for the arrest of a ship captured on the high

Duty 57. sea to the re-sec. — Law of nations, admiralty etc.

But every arrest of a person for a civil cause,

with legal process is an unlawful restraint

2d. 16th. No custom to imprison without legal notice is not good.

1st. 27th. A custom to imprison with legal notice is not good.

A private person must qualify in prisonment.

1st. 16th. By confining a person arrested by a superior officer at

2d. 54th. the officer's request. — Decided that an officer having

made an arrest on final process cannot delegate his

right of custody in his own absence.

The most common cases are those of arrest upon

made process.
False Imprisonment

If a Ct of Record is guilty of corrupt practice, an
imprisoning the parties, the Judge is not liable to an
action of the act personally, within his jurisdiction.

In Eng a judge of a Ct of Record of gen' jurisdiction
and is not liable for any judicial act, whether it happen
this mistake or malice, if he confines himself to his
judicial jurisdiction. No proof in this case in favour
of the vehement & violent representation in favour
of the Judges integrity.

But, it seems the Ct of Record of such gen'
jurisdiction has no jurisdiction as to the substantial
matter, the Judge are liable, for being they do not act substantially
but of their own jurisdiction of the substantial matter.
If their proceedings, trespass their jurisdiction
they are not liable, but if e.g. an accusation
of a person in a civil case

Out of limited jurisdiction (the Ct of Record)
(Bnd) are liable if they trespass their jurisdiction
even by mistake. Alike, if they do not exceed their
jurisdiction. Not liable for malicious acts - they being freed
not of 2 courts (in civil cases) are liable at

364. 2 B. R. 144.

354. 1792. 183 & 193 & 228

196. 449.

274. R. 114.
False Imprisonment

But this rigor is mitigated by several States.

But the 2d of Dec. will not grant an information

of a Justice who appears to have acted legally.

In Case. Justice will issue an 2d of Process

That which can hence 1 imprisonment as said to

be decided to be universally true.

Commission on the estate of an insolvent, not

a 2d of Record in law. An appeal from the decision on

as to arrests of persons must liable to arrest,

arresting part an adopt for the use of State.

It is unlawful, except on a suggestion of defendant

False imprisonment lies in the case of the attorney as well

as the original 2d of Dec. and the rule is clear that an attorney

who is instrumental in causing an arrest in liable with

the principal.

In this case, I apprehend the offense committed in

liable, the refund matter being cognizable to the person amenable

to the 2d of Dec. as the cause of acting having arisen within the

local limits. Provided the 2d of Dec have jurisdiction -

 Exceptions from arrest in civil are sometimes

4 Com. 437 connected with the character of the individual or Ex parte

12 Bac. 242.

2 Roll. 273.

Sometimes it arises from temporary circumstances or

Back 435.

Particular privilege or tolerance on a lot or a sector
False Imprisonment.

on evidence to the privilege of a person without to lose his liberty or necessary. In the latter case the arrest is not illegal in the first instance, but a deprivation of liberty after which the detention is illegal and a tort. The duty of the officer or the jailor only? I conclude as follows.

M'Con. 92, 93, 94.

is 98 by S 632, and related to an act after the master's order, for the prior detention in case of a Roe.

In case a writ of protection is command, obtained in these cases, this is as a supersedeas in Rog. arresting the protection of wrongful false imprisonment. But not till the protection is shown. The act in these cases is good and continues, without a Reo, certified by a master, officers must liable, he is bound to obey the writ. Party may be liable in case. "Where Malicious Prosecution.

The privilege of vectors is disallowed in case of collection. To in evasive acts, it being directory with the act to allow them or not.

To where a party, acting in a voluntary action a practice or not, or with a view of annulling process, where there is none.

655, 56, 57, 58. Goaler's detaining person for 12, 390, the otherwise subject to a discharge, is not false imprisonment.
False Imprisonment

If the order of the 6th to confine one in a certain hutch 5th & 6th law. confining in any other is false imprisonment.

A peace officer is justified in arresting without warrant.

When 5th & 6th on a reasonable charge of felony, the no felony to commit.

—— locus of a private person.

But if a felony has been actually committed, a person suspecting another to be guilty on reasonable ground, without malice, is not liable for arresting without warrant to carry before a magistrate.

Waltham. To prevent a breach of peace or escape 7th & 8th.

Col. 354-5. locus if no felony is committed.

An original arrest on Sunday in civil cases.


25th 6th. 1776. 9th & 10th. 1775. 9th & 10th. 1776.

25th. 19th. 19th. 20th. Such an arrest is good at Comm. Law.

But need not take their principal on Sunday.

[f. 85. v. 36th contrary as to Retail till the 6th. 1773.] 19th & 20th.

In nature of robbery, principal as a prisoner.

Ex. 26, 27th. By bail, or relating on an escape. Such an arrest.

25th. 27th. On making an escape warrant in Campfield.

27th. 28th. 29th.

An arrest in civil cases by breaking under power of 44th Regt.

Ex. 28, 29th. 20th. 21st. House is false imprisonment all of Inner door.

Note: 334-5.

If it has been questioned whether an arrest was made by illegally breaking the house, the action of the person

50th. 65th. is that only remedy by act. In whether the

Col. 65th. 65th. 65th.

Act.

27th. 28th. 29th. 30th. 31st.

27th. 28th. 29th. 30th. 31st.

27th. 28th. 29th. 30th. 31st.
false imprisonment

2 Mac. 983.

We will the libel interfer with the tenancy, in case of breaking doors.

Said that the execution of the process was void, in case of such taken by breaking a door.

In the last case false imprisonment lies, i.e. case of breaking doors. Diff from the case where privilege of the tenant is over, the tenant illegal at initio.

Also questioned whether an illegal arrest is made in consequence of which another arrest is made, which would otherwise be good, the latter in such a case is also good in some pelations - alien of pelation - etc. (98)

Decided that an officer by an execute warrant may arrest his prisoner in another state - the warrant is of no use as to void seizure from another state, see R. C. 172, note.

Dow. 182, 2 Pitts. 3d.

A. 375. 3d. 490. 3d. 590.

Said 598.

Enr. 150, 3d. 191.

Sec. 271.

New 17th 5th of the 18th day of the 2d. 1853.

5 Sec. 171, 3d. 191

First.

H. 592.

Sec. 237. 4d. 458.

H. 592.

Said 458. 4d.

Sec. 237. 4d.

H. 592.
False Imprisonment

In the case of false arrest, no action. Johnson v. DAVIS. 9 N.E. 734. See also 24 C.J.S. 373-4. The person is legal; the thing done - sometimes an act more or less discharged, original arrest not illegal.

(9 N.E. 734)

ARRESTING a person merely for a short time under a warrant from a Justice for examination is not illegal.

A private person may execute a warrant, confine a person, under an order in mind, if he appears disposed to so mind it.

(9 N.E. 734)

If an officer makes an arrest on a person from the face of which it appears that it is done for no jurisdiction, or is unable to answer according to the cause, the arrest is illegal. Where the arrest is done with no jurisdiction, the defendant from whatever cause the alleged cause of jurisdiction arises, and the rule has been extended even to the extent of the person having been found or not, that when a jurisdiction is extended even to the extent of the person having been found or not, that when a jurisdiction is alleged to be without jurisdiction, the defendant from whatever cause the alleged cause of jurisdiction arises, the officer would be liable - decision reversing in the Marshalsea case - Reversing contrary in 23 R. 270. 78 N. 373-4. See also 24 C.J.S. 373-4.
False Imprisonment

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The decision in the Marshall case, seems to be still law
Coch. 12. 359. 2 Rob. 257. 106. 1730. 107. 1731.
9. 1732. 7. 1733. 8. 1734.

The jurisdiction of the subject matter, every thing done under
absolute must, whether it appear or not on the face

But when the (the of limited jurisdiction) has

jurisdiction of the subject matter, if the defendant

is from something local or personal, the officer is

justified, unless the defect appear on the face of the

process. As according to 2 T.R. 220. 1. Co. 7. 25.
he is

not liable even in this case (viz. where the defect

appear on the face of the document, because the

original defect might be raised before it.) But 83 co.

Office may justify under command of the

City of Westminster, the the suit be void, except where

the officer is not jurisdiction of the subject matter

In Case an officer is justified in all cases

under the process is void when the face of it

Where the jurisdiction is complete, the process is

malignant or unformable, the officer is justified, the

the officer as the law may be, in liable.

Where a fit having jurisdiction of the cause,

proceeds erroneously or in improperly, still of the

process appear regular, the officer is justified

Rule seems to twin Dug., according to the weight of

authority, that where the subject matter is out of the date

jurisdiction, whether the jurisdiction is real or limited)
False Imprisonment.

Proceedings in the office liable: where the want of jurisdiction is as to the person or place, where the office is not liable, unless it abides from the face of the process nor that in case of the city of Westminster. And the latter branch of the rule the time of issue process absolute and no to be final process joined by inferior court with quia majeur. Herein an admits in and or final process of inferior or officers. Justification must show that the cause more within the jurisdiction, or at least that it was so laid.

But in the death under the qualification provision the time it was not the original party. He is bound to know the cause of action and jurisdiction. A to show, when the cause of action

[Text continues with legal citations and references]

In some cases person is sued or the party or the one liable, where the jurisdiction of the C. over the cause is complete as to the subject matter person or place.

1. In case of limited jurisdiction, e.g., when an authority

[Text continues with legal citations and references]
False Imprisonment

Here a person was convicted of a fraud.  Finally, a £5, which he offered to pay but was imprisoned by the constable till he paid the fees, which the statute did not allow.  Here the constable was defacto.  This was for the abuse of process no question of jurisdiction.

Cic. 93. 2 Mc. 1423.
141.

To again commit for Bankruptcy for any complaint and warrant by their Pet. Frame.

111. So in this case, the power of one that officeth for any thing from any objection to the jurisdiction of the Court called upon of the Chief in the process liable to this action for irregularity, yet go a caution returnable to the next term but one to that of the Justices.

When the Chief in the case of the process is from the West, the irregularity appears on the face of the return. Probably no lien here.

112. So the original arrest was lawful and for any subsequent oppression this act lies of the officer or the magistrate of the Court.  e.g. thanon mercy or confining in a dungeon with due to.  COMMITTED BY MILITARY COMMANDER, JURISDICTION HERE SPECIAL.

Gla. 382. 11
17. A. 536.

Then an officer justified from that he acted as officer, in respect to that fact the is not bound to show his appointment.  On may it not be reduced? 
False Imprisonment

1. [Text legible]
2. [Text legible]
3. [Text legible]
4. [Text legible]
5. [Text legible]
6. [Text legible]
7. [Text legible]
8. [Text legible]
9. [Text legible]
10. [Text legible]
11. [Text legible]
12. [Text legible]
13. [Text legible]
14. [Text legible]
15. [Text legible]
16. [Text legible]
17. [Text legible]
False Imprisonment

all joining in one plea. It was said that the offence
was a real one. It was made by the
Court in the course of a non-opinion.

The issue was said to be not that of the law but
about the application of the other questions. [Wii. 385]

[Ex. 352, 34, 262, p. 352] To where the want is not reducible or a day certain?
[2 Ball. 36, 1 mo. 31. It is in general: Ex. 352, 34, 262.
[Ex. 352, 34, 262. But this rule applies only to the case of a non-opinion,
[Ex. 352, 34, 262. But this rule applies only to the case of a non-opinion,
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[Ex. 352, 34, 262. But this rule applies only to the case of a non-opinion,
False Imprisonment

In cases where an officer is not obliged to make the return because no such process exists, the necessity of the officer showing a return obtains only in cases of special process.

Purdon v. Wexler, 82 N.Y. 469.

If a sheriff does not return a warrant when directed, the sheriff may be treated as a trespasser at the suit, if the act in aid of the officer was requested by the parties in interest, and the return is necessary to complete the act. This seems to be the general rule, viz., that no person shall be made a trespasser by relation for mere non-pursuance or omission, but the true ground of the officer's liability in this case is a trespasser by relation, i.e., that he acted as a trespasser by relation, in that he omitted to do an act which is necessary to validate or confirm the same.
Action on the case for malicious prosecution

This act is to recover damages against one who has
preferred an indictment on other proceedings or has an
act of Aff. from a corrupt motive, i.e., malice or
with any ground or probable cause.

Analogous to the old act of conspiracy, which is now
much out of use—conspiracy being only as two or more
for having falsely and maliciously procured the Aff. for
reason or felony or this, endangering the Aff. (ibid. 279).

Another analogous act is the act in the case in
nature of a conspiracy; this is where two or more
conspire to prosecute and maliciously or with no
or otherwise conspire to injure him in person, fame,
or property.

The grievance in the act for a malicious
prosecution resembles in some measure that of libel.

Act of conspiracy lies not within Aff. as actually
been prosecuted or acquittals for or on the word of
the victim.

Indictment for a conspiracy lies when there has
been an unlawful conspiracy or alliance, this nothing
is required—no act on the case in nature of conspiracy,

When this has been the act in this case, it has been actually a libel, and

involving the
To there is a difference between — act of conspiracy — an act in the case in nature of a conspiracy — which is:

that in the former, if all but one are acquitted, judge — cannot set aside him — in the latter it may be of one only.

The first is a formed act in the Register 17th. A.D. 20.

The latter a special act on the case — the

former the point is the danger to which the conspiracy — exposes the life — in the latter it is the consequent — damage, cannot be — in case for malicious prosecution.

The latter (i.e. in case in nature of a conspiracy) is substantially an act for malicious prosecution — with this difference, that the latter may be brought of one — no other being concerned: the former must be two — or more, or of one charging that, with another — or others, had conspired.

The generality of the two acts are therefore the

same: if the two are tried judged may be had of — one act of conspiracy — (21st. 14th. cites East 218). —

The case in nature of ex. malicious prosecution, all — deriv'd from the same — of being formed by this secret — but sanctioned by public.

Two latter are deriv'd from the equity of the State Waste —
Malicious Prosecution

The essential to the support of this action for malice. But

malice and want of probable cause in the former prosecution

should have concurred.

"Malice" is any corrupt or wicked motive -

Prob. 176, 177, 178, 179.

§ 677. Malice alone not sufficient.

Wit. 378. If the charge is true, knowing the charge to be

true, but probable cause, as to the act this

motion is made.

If a man is falsely be indicted for a crime which

would injure his reputation, he may have this action.

Prob. 177. If the charge refers to danger his life or liberty -

Prob. 178. If an indictment false is subjecting to expense only it suffices

Prob. 179. To submit the act alone for expense.

Prob. 179. The indictment having been false, so that Off. was in no danger of

connection, as to the act of the charge, enjoin. In reputation a

false act, conviction of expense is sufficient.
Malicious Prosecution.

So if the defendant in the last case has been not found by
the grand jury, yet the act lies for the violation of

15th Feb. 1781.

23d Feb. 1781.

Bass. 57.

Sec. 187.

Sec. 234.

Bass. 231.

Sec. 57.

10 mod 148. 345. 52. 22. 142. 14.

Bass. 57. 52.

24st. 177. With 14. 100, writt license, the the reputation of the party is not injured, nor his personal security endangered.

Public officers committing prosecution on false
information not liable, but the person giving the
false information, knowing it to be false or with
malicious intent, are liable.

But if a public officer with information of his
own mere motion, maliciously in prosecute another,
he is liable, here the office acts ministerially (with intent)

But if the public officer is the last case in the
magistrate granting the warrant to the grand juror is
not liable, but he acts under the power, and by the
remedy. And in this respect the case is bass. 130
Proved, vide "false imprisonment."

It must always appear from the declaration that the
4th. 177. 198.

10. 345. 52. 22. 142. 14.

10th. 264. 27. 144.

10th. 144.
Malicious Prosecution

10th 204. Must the omission to show that the prosecution is not so
acted by accident.

An allegation that the P.P. was "agitated" or the
P.P. 539. original prosecution not supported by evidence of an
P.P. 539. person. This is not an allegation.

The declaration states all the proceedings in the
P.P. 539. original prosecution, not mere inclusion in a malicious
47. 540. or of the indictment, but a partial - e.g., in variance between
P.P. 539. The original record & declaration as to the day of retention.

P.P. 530. No. 4 1050 -

It seems that no civil act lies at issue of
P.P. 335. 1721 1730. 1730. 1730. no civil process grand juror is for your malicious
P.P. 335. 23-4. 24-2. 19. 81. so done in the exercise of their judicial power.

335. 23-4. 24-2. 19. 81. - code "False Imprisonment."

23-4. No malicious may be inferred from the want
P.P. 539.firm. Probable cause - Both word of such cause
P.P. 539. cannot be inferred from the word of such malicious

P.P. 539. To prove malicious, P.P. may give in evidence collateral
P.P. 335. circumstances, or an admission by the debtor, that he indeed
P.P. 335. was paid malicioususement in

P.P. 535. connection of the P.P. in the original prosecution.

P.P. 503. by a sufficient jurisdiction is conclusive evidence of

P.P. 503. probable cause.
Malicious Prosecution

accused is in most cases presumptively, but never more
than presumptive evidence of want of probable cause,
not always, and never. But being presumptive evidence
of want of probable cause, the accused is presumed to have probable cause
in most cases.

To acquit him even on a defect in the original
process is presumptive evidence of want of probable cause,
and in most cases that suffices. In a better "ignorance"
found is prima facie evidence of want of probable cause.

According not always to prima facie evidence of
want of probable cause et seq. If the affidavit is not
true, or if the inquiry, on the line of defendant, has been found
true and any remonstrance to the accused
on the trial presumptive delay in favor of the
plaintiff, ex Deed. To be applied from the Report
of the Judge that there was probable cause

But where no fact is in the knowledge of the
accused himself, he must have probable cause that the
grand jury have found the indictment to be

Proceed for conviction.

And proof of the evidence given before the grand jury

But in such a state of evidence of probable cause it before being made, no original
trial as to the existence of the crime charged in addition of
the other issues was present at the time of return of

Prosecution in writing Deeds.
Malicious Prosecution

The essence of probable cause is a matter of first import and largely depends upon the facts and circumstances alleged to

be probable cause. It is a question of law merely. Whether the circumstances alleged to

show probable cause are true is a question of fact.

The facts being given, the inference is a conclusion of law.

Having presented the facts, it is now to show the

procedure in relation to which I apply.

Let us assume for a moment that the crime for

which the indictment was committed was done and there can

be no probable cause. Even though there probably be true when

what remains to notice is the question of

whether the facts given are true or not.

If the record shows the facts are true, there is a question of law.

When the matter of a malicious prosecution is going to

be tried, we have to consider whether there is a necessity

of the record being a factor in which the trial was unnecessary

of granting a discretionary

and where the crime charged is a misdemeanor only not nearly

a misdemeanor is only removed by the facts.

II. When the act for a malicious prosecution is for felony a

and it was said there that the next one would be

the crime is a misdemeanor.

I have a claim of right. Affidavit concerned parties

Stanley is liable for costs.

There is no damage sustained in any criminal

defendants.
Malicious Prosecution.

Col. 524.

Col. 526.

If he be innocent it having no color, right of action is unlawful, for the purpose of preservation he is now liable, do not care in the title, if he do not purchase he has not for a small greater than in due.

Col. 527.

Col. 525.

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Malicious Prosecution

1. The act of holding a person to bail under a false warrant, with the intention of injuring the person so held, is a malicious prosecution. The rule is, that the act is to be considered as one of the elements of the offense. If the act be done with the intent to cause damage to the person so held, it is a malicious prosecution. If the act be done without such intent, it is not malicious.

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Malicious Prosecution

Pleading must state all the facts and circumstances attending the malicious prosecution, as how it was instigated, by who, and until what time it was pursued, if not, or how, or when, or why. It must also state whether the prosecution was malicious as well as the identity of the defendant. If the defendant in the original prosecution is convicted, the name of the defendant must be given. See also 12 Bl. R. 513.

7 Bl. R. 1850.

It must appear in the declaration that the case which the defendant had authority.

In evidence, Pll. must introduce an exemplification of the record of the indictment to show that there has been a verdict of guilty, or acquittal. Then, the defendant will not permit him to have if there was a probable case for the indictment. See 12 Bl. R. 253. See also 12 Bl. R. 1122.

In an act on the case for mal. perv., it was then necessary to present at the time when the supposed felony was committed and that the facts. Holt C. J. admitted, for evidence given at the trial of the indictment to prove the felony committed.

21st May 1845 - Grand Jury men admitted to know who was the prosecutor.
Action of Trover

...
A special writ or the case lies in the circuit.

The 2d & 3d 14th, there was a petition, when, through the same agent, and the same bank.

If money was due, the general terms for such.

If insufficient was wanting, it should be paid.

849. 848. In convenient to receive the money otherwise is a very bad

3d. Unlawful detention is a conversion, and the

Debt was wrongfully refused to deliver on demand. If indeed there

has been an actual conversion, as by using, receiving or selling

the money, the deed was lawful.

But is refused to deliver on demand in a deed.

849. Conversion or unlawful detention for it may be justified.

3d. That subject evidence of conversion accompanying the

demand. It collection may have been taken on the

basis of a deed the debt was lawful.

848. 847. 289. 1857. 1807. 1807.

849. 848. 847. 289. 1857. 1807.

849. 848. 847.

I demand 1 refusal therefore on only evidence

of conversion or unlawful detention only for a

849. 289. 1857. 1807. 1807.

848. 847.

289. 1857. 1807. 1807.

849. 848. 847.

433 N.P.157.
Hence of the duty that any duty may be placed on the 17th. to decide on the 17th.
and 14th. to decide on the 17th.

2d. Sept. 754. 2d. Sept. 1757. to 1st. and 2nd. goods. No action in person for 1st.
ence 1st. and 2nd. cannot justify. Determine for them.
1st. Taken goods of another from them into
the hands of a third person, or the common of the owner
in question.

25th. 1754. 2d. Sept. 1757. No action for a conversion by himself to the
1st. Sept. 1755. 2d. Sept. 1757. use of his master, or even by the master's order.
no may maintain action.

And 14th. to decide on the 17th.

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no may maintain action.
Prover.
The act amounts to a conversion on the part of the Seller.

It is said to be known on in some title

Where the Bailer, i.e., Insurer, grants in the possession to the shipowners, it is always open to judicial proceedings in the case of discovery to that effect.

On February 1, 1869, this opinion was published in The Law Journal.

Policy of carriers - carrier only subject. Besides the

There is delivered to its owner, J. L. The Bailer

by delivering them back to Bailer to nominate himself

from the claim. Such delivery is called delivery by the act by the owner of the delivery back, i.e., sending the act-

Here to Dept. Returning the air, the first claim.

Regard of carriers or others, if not this, and may be

Vesuvius by Bailer, Bailer of the vessel for

its own value, no interest.

To Bailer by using the wrong copy of the Bailer

of the act of forfeiture, conferring the act attaches a right

for recovery. So if Bailer was for the act of forfeiture, the first act for

act of forfeiture, but it may have

an act for his special damage, analogous to the

Nepalese in the case of 1869 on the basis of

1869.
Prove 1

(Handwritten text not clearly legible.)

...
Provided the sale was at the market and to the
rule of market and by custom.

Exception to the general rule to have a relative to other
than first taken in case of money & bills of exchange.

Sum for time not in case only of the first taken
by reason of money where they have been drawn to
sum for time in case only of the first taken

in the bank note. When a bond was made for a valuable
consideration.

In what manner they are called chattel in gin.

By law, if a claimant of an animal does not satisf
ance, he should be entitled to the same & the

for time, unless he has

in the market; for an animal & a valuable

6.4.24. 4.4.26. 4.4.28. 4.4.30. 4.4.32. & 4.4.34.

in the market; for an animal & a valuable

6.4.24. 4.4.26. 4.4.28. 4.4.30. 4.4.32. & 4.4.34.

in the market; for an animal & a valuable

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in the market; for an animal & a valuable

6.4.24. 4.4.26. 4.4.28. 4.4.30. 4.4.32. & 4.4.34.
If a fire occurs, it has been declared that it is the fault of the persons concerned to recover the damages caused. In case of damage, the insurance company will pay the cost of repair. If the insurance company fails to pay within a reasonable time, the insured may be entitled to sue for the amount. The insured must give notice in writing to the insurance company within 24 hours of the occurrence of the damage. If the insured fails to give notice in writing, the insurance company may deny liability.

If the insured fails to give notice within the required time, the insurance company may also deny liability. The insured must provide evidence of the extent of the damage. If the insured does not provide evidence, the insurance company may deny liability. If the insured is not able to provide evidence due to circumstances beyond their control, the insurance company may extend the time for providing evidence.

If the insured is unable to provide evidence due to circumstances beyond their control, the insurance company may extend the time for providing evidence. If the insured is unable to provide evidence due to circumstances beyond their control, the insurance company may extend the time for providing evidence. If the insured is unable to provide evidence due to circumstances beyond their control, the insurance company may extend the time for providing evidence. If the insured is unable to provide evidence due to circumstances beyond their control, the insurance company may extend the time for providing evidence.

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A page from a book, with handwritten notes in ink. The content is not legible due to the handwriting style and condition of the page.
The thing in question must be related to the Connecticut
2 Sam. 7:1. Prov. 30:1. Gen. 51:20
1 Sam. 13:1. 2 Sam. 5:1. Gen. 51:30

2 Cor. 11:6. 1 Thess. 2:17.
1 Thess. 5:8. 2 Thess. 1:2.

As to the necessity of allegig the victor of the word
Rom. 16:9. 
1 Thess. 1:8. 1 Thess. 1:8.

For the time one only two good places in heaven


I Cor. 1:7. 2 Thess. 1:2. 2 Thess. 1:2.

7:14. 1 Thess. 4:14. 1 Thess. 4:14.

1 Thess. 4:14. 1 Thess. 4:14.

In fact, nature and rectification should always
Cish. 6:9. 1 Cor. 15:3. 1 Cor. 15:3.

Gal. 6:18. 1 Cor. 15:3. 1 Cor. 15:3.

2 Tim. 3:17. 2 Tim. 3:17.

2 Tim. 3:17. 2 Tim. 3:17.

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2 Tim. 3:17. 2 Tim. 3:17.
Action of Replevin

...
Resplevin

Where a distress is taken, it is to be impounded in a pound court, unless the goods are in a pound court. If in a pound court, the goods are in a pound court.

In cases the security is a substitute for the goods, the security is a substitute for the goods. It obligates the bonavent to answer in 1,000 any money or the goods in 1,000 cases. To the distress is in any case.

Namely in any case, the security being in a nature of a pledge, it could not be sold; the security is sold only kept. The security is sold only kept, or the security is sold only kept. The security is sold only kept, or the security is sold only kept. The security is sold only kept, or the security is sold only kept. The security is sold only kept, or the security is sold only kept.

In case of distress for rent, by allowing a sale in certain cases, but not in case of cattle taken damage, except in some other cases. There were always some exceptions to the old rule.

The right of resplevin is in every case a matter of right. In every case, the right is provided with right of distress resplevin.

The principal cases in which distress may be taken are:

1. Distress for rent, as in the case of cattle stolen.
2. Distress for rent, on account of non-payment of rent, and
3. Distress for rent, as in case of cattle, or in case of cattle, or in case of cattle, or in case of cattle.

The right of resplevin is in every case. In every case, the right is provided with right of distress resplevin.
Replevin.

This is a dnner by the owner of the original tenant (the tenant being omitted out of the tenant) in which case the tenant claims that the goods so are stolen, i.e. carried to a distance to a place unknown.

It obtains when the original tenant having obtained the goods of the unit of replevin, on a claim that they are his own (which claim is necessary) conceals them. Therefore

As it is no real claim, but the property is concealed.

Here there can be no replevin of the second tenant till the

[Partial text obscured, likely due to wear or damage to the page]
Replevin.

1. Case. 375.
2. 7th June. 147.
3. 8th July. 384.
4. 19th Nov. 371.
5. 2nd Dec. 154.
6. 5th Dec. 1749.
7. 12th May. 607.

Replevin. The proceedings in replevin were drawn.

The writ must issue out of Chancery, the proper to issue there, being
defined from the owner. [By Stat. 2 Mart. (2 Dec. 371.)]

The 1st in writing 1 acknowledging it immediately. [By Stat. 2 Mart. 154.]

Analogy between taking the body of a debtor in

undertaking with, trust & with. Demand not satisfied by

death, nor by the death under the body, but it is en

suing. The debt, pledge, being divided, in other cases.

The case, when cattle taken damage. Plaintiff one

unlawfully, the owner not only may have replevin, but

after notice he must remove in replevin. There are then

in replevin a sale in 17 cents. [By Stat. 2 Mart. 154.]

These proceedings are applicable for payment of damage done of

undertaking, or under, it 17 cents. It is called replevin

by an assistant, or户e, who comes therein. Therefore

In case, also, the owner of cattle. The owner must

make for them, unless they are sold into a second owner,

then the owner must sell.

If the owner replevins in this case & judgment is given

in favor, in replevin, the same proceeds in the estate for the

damage done by the cattle; hence application. If the estate is

not discharged by 17th in replevin, the goodsman is liable

Here the estate of the 17th is taken in replevin. It is the

17th in replevin or in a discharge.
Replevin

But in case a pastoral or town, to make any cattle
Commw注明出处, there is no difference between entering
from the high way or from an adjoining field. Etc.

You may also have done by animals from a disjunction
Common to the pecuey owner; but is it without notice or
Knowledge, as a man setting on cattle trespassing;

or that committed from a disjunction and cont-

Le. 25, 601. The owner is not liable without notice of such
Le. 26, 603.
1 Pet. 4, 4, 6 of 18.
Rev. 3, 56. Restrict on
the case.

If the owner of land have a beast damage
prisoned on to the land of the owner of the beast he is
not liable for Chasing. If a stranger chase the beast

or liable to do.


Replevin not allowed to use a beast distractive

If becomes a Replevin at initio

When there is a trial in replevin the defense
may either deny the taking or show the right to take;

First only, no Replevin in case of beasts damage; reason

If it be justified, because the beast even damage proceeds

If in case of its negligence in his own right

388.
The plaintiffs in another suit have resorted to law to bring to
make 

(No record of the nature of the suit appears from 
the documents.)

In the usual suit for damages, the amount

At first, suit is brought for damages to the amount

An action is brought for damages to the amount

If the suit is not returned

For an action for damages, the amount

But in an action for damages, the suit was brought in

And the suit was brought in an action for damages, as follows:

The suit was brought in an action for damages, as follows:

Taking cattle damage plaintiff prosecuted; he must make

In this action

...
Replevin.

Dec. 31. 1841. Vol. 1. p. 18. The personal as personal or Debt: For Emu cannot be

now recovered in it.

The court of replevin, in case of catch damage

Seem is submitted to a Justice. The damagesseud

for such damage. He must assign the land to the

State of Texas, when damage personal is imputable,

cause the damage or damage are recoverable by act

of Debt in favor of making out that he took them.

damage personal.

17th. Chap. 391. This rule that all articles must be taken in every

in order to find at least two articles of damage personal, that they should

encash.

35th. No. 22. Dec. 22. Article for damage personal must be made

while the cattle are on the land. Formerly it could

refuse to charge per cent. except that I might to

take or find out now in order by that.

as to charge per cent. Formerly it would lead

might take as large a charge as he desired, that had

no remedy but now has the right of additional. At that time

to special court on the case. They are not maintainable or over

the case of being no remedy at law. Our section has

when there is a certain known value. Were distributed

other wise a special act in the case prome for the land

in the colby county.
**Replevin**

District for rent is incident of owner's right to recover it. In those cases only in which the Debtor or owner of the rent

in Dec. 182-0, 355-6, 24th 144 may have the right by clause of distress at Common Law.

24th 144. Now the right of distressing is by Stat. 4 Geo 9, 1754, 355-6, 24th 144, at all rents.

The case of distress for rent by Stat. 17 Geo 2. of the Distress in the owner's right. The recovery in costs

or much in damages as is equal to the value of the rent

If that is less than the rent due, but if the action is to

more than the rent due, the recovery in damages on

and of the rent in the first case the owner may have in

the tenant.

In the case of personal property attached. Replevin is this.

24th 144. But these are mere personal remedies, but in recovery on the

writ, there is the attachment. It is called a mandatory process.

24th 144. requiring the security to deliver the goods or

By this writ property is restored to the owner on the finding

security to recover it to answer back. Can you demand a

and if the adverse party shall recover the security

to prosecute the writ. This is the case in a court of error.

24th 144.
This would be found to be good policy that the owner
should not be deprived of his right for a long time
a

attaching it for security. The owner
injury. Security in support.

The object being to regain the property, the

property, to change no money, now demanded some

impression that it. Taking is what. Decided by

Superintendent. That a replenier of proper attachment

be directed to the officers who attached them requiring

time to redline and submit to your notice. The

officer attachment to return the writ.

Replenier returned to the court which the

original act. in fact. The bond in the pledge to

secure the original. It is preserved in the file for his

benefit. Some taken or all losses to prosecute now may to

the adverse party before in replenier.

Replenier in some measure expressed by enquiring

majorette taking the Bond. act ministerially. The

signature of bond is unpledged but not of the bondsman is responsible

at the time of the act may be lost as come the replenier

and it been lost by the pledge.

He became security in the case for the whole debt.

Concerning interest is so long, the debt does even more, the
Replevin

The amount of the goods taken in the case may be less than the value of the goods.

There is a question as to whether the goods should be taken by the magistrate. It was noted at Ebason that it cannot be said that the magistrate is liable if the goods fail to be returned.

Rook. 185.

Le. N. 433.
2 W. N. 247.
Vol. 348.
2 H. 44. 30 n.
combr.

Judge: The question arises from the statute. The brave [name of the statute] and the judgment of the court on it was that it applies to cases of attachment who is always liable for the whole, unless he delivers the goods.

Questions also arise whether the goods can be discharged by a warranty or the goods to the judge for default in replevin?

This depends in some measure on the issue as to whether the court in the name of the plaintiff, when the goods are delivered, is liable as the goods were delivered in good faith. The goods, when delivered, should be delivered by the seller, and the person who is entitled to deliver goods is the person who is entitled to deliver goods.

If the goods are attached for the debt of another, the judgment does not lie, but it can lie for the goods in the case is not an adversary and more can apply for these goods. He is a seller.
Replevin

Replevin is founded on the right, i.e. (subject) on the party, who, or his agent, has a good claim in absentia in absentia, that the plaintiff in a stranger. Diff. from the act of search, where the present is subject; but in Replevin, Pl. is not subject, still discharged by the replevin itself.