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A contract according to 31
is an agreement upon sufficient consideration to do or not to do a particular thing 20 1422
Par. 5 defines it to be a
transaction in which each party covenants an obligation to the other and each acquires a right to what is promised by the other. The term includes all agreements executed, e.g. leases, contracts and sale, e.g. conveyance from land, thus being in both account of the parties to the agreement respecting some right or property which is the subject of the stipulation.

Absence of the parties in the sense of every contract without it there can be no agreement of course no obligation created or discharged 13 note C. 4 23 1442
She requires

For contract one 1. Parties 2. Mutual consent to some stipulation 3. An obligation to be created or discharged 15 note 3

Hence a person non compos mentis or an idiot he cannot regularly make a binding contract he has no understanding therefore in legal points more 15 note 4 agreements of mind made by such persons are null and void as well as the latter opinion by any individual person they may be pleased to their Par 11 12 14 Co 128 2 24 11 15 12 13 15 note 5
contracts

Thus the person of a particular estate by a person more
under does not create a contingent remainder depending
upon it - strictly said. Dec. 12. 1 Deed 293. 301. 3 Dec. 576
Dec. 316. 2 Dec. 294. 2 Vent. 198. Comb. 1538. 86 East 1725. 59. 495
16th. 6112. 112 Dec. whether more part is owned and
pleaded to such persons does 1 Dec. 126. 2 Dec. 195. 4 Dec. 129.
1 Dec. 112. 111. 127. The opinion is contradictory

But

It seems in some cases to receive support by a describ-
ing title. Ex. Gift. be as well as by decree. Thus being
it is said a precedent aspect to what is common precedent
is beneficial to the party with which the laws is friendly
given deficiency. Dec. 12. 60. 3 Dec. 84. 2 Vent. 205.

Wade

It must be more proper to say that the law in such cases
dispens with the agent required in other cases. If the
incumbent claim.讹 corpus. his understanding to his
agrees to the purchase his agent then becomes binding. But
if the clerk during his minority or having learned his
understanding dies without agreeing to it. the heir
may avoid it. 1 Dec. 12. 60. 3 Dec. 2. 2 Vent. 205.

But to

contracts modes. a person under 10. to reclaim his [self]?
so to create any obligation upon himself there is no such

It appears to be a rule of the

Ex. that the person himself concern in securing
his understanding cannot take advantage of
There are no records on this page that can be transcribed accurately.
The contract of one woman was not entered or
executed and placed in the same footing
as the contract of another. 11 Pick 301. 5 Barron Co. 172. 7 Dow 1. 614 3 Hope 810 enrolling 1 Medic 1. 105.
Contracts

form incapacity; for no person, a futureage shall disable himself or can in frequency, yield stability, hence - 1 Sam. 4:12-26 - 
Est. 2. 295; 62-443, 4 Cor. 12:1; 1 Rom. 6:11; 2 Sam. 35; LXX 405 - 
Ec. 1. 172 - 2 Tim. 1:104 - 2 Vesp. 193 -

This rule is

formed when supplied rules of policy to prevent fraud by

intended incapacity - 1 Sam. 20: 2 Sam. 33: 4 Cor. 162.

In one

may cancel his own incapacity 2 Dec. 90 -

But after the death of

with whom he then his devise. EJ - may avoid his

contract of his disability. 33a. 38. 4 Co. 124 - 7 M. 12. 203 - 
Ex. 1. 205 -

Where are other two modes in which his contracts

may be avoided during his life - 3 In One after office

served before the event de dicto reserves de the king

may be revived - even during the life of the party, toward

all assignees of the person in peril of the non-con - during

his incapacity. 3 In One found his relations to the commen -

ment of the disability. 1 Par. 23 - 2 Esdr. 110 - 4 Co. 128 - 
160. 170. 33a. 38. 1 Ch. 6. 212 -

2. Capacity is lost in Equity

for the same purpose by the City, Gen. or committee of the party

but the non-con should not be a party. 1 Par. 25 - 25 Vesp. 112 - 
17a. 172 - 17. 187. 3 Vesp. 14. 238. 185. 3. 1 Ch. 6. 212 -

277.

But of a suit in Equity is lost or behalf of a beneficiary to compel

performance of a contract made with him while same he
ought to be exacted for the want is not best to disturb him in the
trade advantage of his incapacity but to enforce his claim.
the committee is lost his book. 

If a

lunatic made a contract in a lucid interval he is this
representative availed by it. 

Paw. 29. 53a. 29. Dgy. 203
11 Co. 125. 2 IV. 412-16.

Lunatic's Deeds are bound by contracts

like other persons by acts of contracts of words. 

Ex. J. 20-

not availed by their heirs or in any other way for no
writing can be demanded against a second. 

Paw. 21-

4 Co. 122. To 1-27. 10 Co. 42. 42a. 52. 192. 203. 213 CPP.

It is said

that one who has any understanding is not a dealt in an
Deed is one who has no understanding from nativity. 

131 309

4 Co. 127. 24a. 50. 21 Co. 125.

Drunkenness the operating as a

term means insolvency is not itself in law or Equity agrin

on which can make him contract. 

To his own fault the

rule is formed in policy. 

But if one party proceeds can authorize a site of deep intoxication, 

then obtains a contract from his

Equity will set it aside for it is rendered by fraud. 

Paw. 20. 336. 191

547. 17th. 52. 2 Rev. 210. 98. of 172 con.

If a heart is

\[ if a weak mind that is not press a sufficient reason for

avoiding his contracts. 

The law does not distinguish between

the different degree of wisdom in mankind, unless the heart

is non compos. 

Lunacy in Equity. Paw. 20. 8 Rev. 129. 17th. 56 of
A deed may be avoided for duress, unfair treatment, or under legal mistake. Bills 50th & 88th, 5708 of
June 13. Ill. 13th. A. M. 14th. This deed is a default deed. A. D. 168
13th, June 14th. 17th. 338 5 Hill 158
A agreed with B to furnish him 10 cows for a year
and C in return for B agreed to pay a certain sum for
the use during the year. A and B agreed that A should
furnish B cows only. Whereupon that B, ever afterwards
paid E £220 the contract being entirely void.
Contracts

Construed in Equity. Any fraud or misrepresentation in fact will vitiate any action to recover the benefit of a contract when occasioned by circumstances warranting a presumption of fraud. Equity will intercede on the ground of fraud. 1 Bow 61, 3 Pol. 129; 2 Bow 229.

Upon the same ground general principles warrant of equitability to except to contracts made by agents or of such services are regularly not binding. The exception itself is founded in necessity only admitted on no other principles. 1 Bow 62. 57.

In judgment of cases where obligations are physical forces or operating to contracts (\textit{The contracts of a free agent are also regularly void for want of moral capacity to operate her will, being subject to unlimited discretion and not that of her husband, whom her contracts in general bind neither herself nor husband, but there can other grounds on which her disabilitly extends herself, her want of property of contracts over it slights of the husband. 1 Bow 59. 112.)

Who may bind others

If tenant or tuit agrees to relieve husband and is relieved by this contract the to the covenant of the same is not void in equity. While this bears to less a partial conveyance according to the contract for the substantiation of this power transfers in that case are declared 1 Bow 112-134. 60 171.

The estate one trust of an estate merely an agreement to which the trustee
Contracts

are not parties bind them, as well as his own interest, 2. the
trustee may be compelled in Equity to join in executing
the agreement — for the benefit of interest is in the former
the trustee in some defacto cases, the legal title for his
use. 1 Raw. 112. 1 Ch. Ca. 73. 205.

A trustee may also bind the
estate of the cuyth under an agreement to one having
no notice of the trust — for a subsequent use is not to be
affected by a right of the executor of which he has notice
1 Raw. 112. 1 Rob. 35. 70, 47. 663. 578. 1253. 334. 40. 1 Raw. 112. 299.

So an executar void in
an unrecorded agreement he claims, his estate, and his heir
2. but when after the former’s death may be compelled to convey
2. The executar may, will regularly go to the 2 20 — for at
the time of the contract the estate was absolutely uncertain
— the heir had the present 2 title to it. The executar clears
therefore in Equity. 1 Raw. 115. 216. 219.
Br. Ch. 249.

In a court of Equity, 2. When the executar is only the act
for life and needful performance of an agreement made
by their against the heir where the agreement at the time
Smoking it was clearly advantageous to the heir. 1 Raw. 115.
2 Br. Ch. 245.

A trustee acting as executar, to be able and
may under special circumstances bind the minor children
in Equity — 1 Raw. 123. 140. 216. 219. 249. 1 Rob. 318. 12 Old. 160. 825.

The Chancellor insists on having a characteristic power
If an overseer or a stranger died a sudden death and it is unlikely that a person who is likely to pay the expense

116. 3 344

A. B. agrees to exchange farms at expense to

pay the deceased for all expenses of the

farm provided the quantity was paid within

60 days. He is to hold that the tenant

was, and of the nature of the contract at said farm.

Pay or exchange the said quantity not containing

200 dollars, then deliver A. B. Pepe 1783
A person who is indemnified has no right to bring an action to recover the amount indemnified, unless the action is commenced within 60 days after the defect is discovered or within 30 days after the date of notice to the person commencing the action, or within 10 days after the date of notice to any other person who is or may be liable for the payment of the indemnity. A person who is indemnified has no right to bring an action to recover the amount indemnified, unless the action is commenced within 60 days after the defect is discovered or within 30 days after the date of notice to the person commencing the action, or within 10 days after the date of notice to any other person who is or may be liable for the payment of the indemnity.
Contracts

arising certaintly from the being the paramount possession
of all events—

so to the contracts of a wife before marriage bind
the husband when she afterwards marries for he
takes her property & as the marriage suspends, her
original sole liability he ought to the same sense.

16ew. 152. 17Mo1315. 10 Ile6. 160.

At law the real estate of a wife
cannot be conveyed except by fine or common recovery.

But, the agreement of the husband to convey her real estate
of common or by fine. As private examination may be
enforced in Equity— an agreement by husband alone
cannot be.

An agreement to convey a

can his issue cannot be compelled to convey this he
might have done. They, clear from the done form—
can done 2 the the tenant might have cleared the contract
yet, not having done it his lease agreement cannot define
them of their legal rights. 1Par 125. 12Con 225, 24ew. 209. 1Che.

Eq. 226. Finish 128. 36Ch. 275. 4Ile. 2. 264. 2Ile. 36.

So is the issue receive the consideration for which the tenant
agrees to convey. The former by this act accepts it takes
the benefit of the agreement. It is therefore bound in conscience
to execute it on his part. 1Par 28. 1Ile. 171.

An agreement
by tenant in tail trucks, one of the conveyances of
the estate cannot be enforced against his issue after his
death this might against himself. 2Par. An agreement
Contracts

[Handwritten text in visible portion]

The Executor

2. A person or corporation can be bound by his contract or by an agreement with his client. An attorney is bound to his client.  

3. A contract is binding on the attorney himself, but not on his client.  

2. Can the contract be enforced against the attorney in equity? For if the other party should sue the attorney and it is clear that the attorney intended to make the attorney himself the principal but not the client,  

2. Can the contract be enforced against the attorney in equity? For if the other party should sue the attorney and it is clear that the attorney intended to make the attorney himself the principal but not the client,  

If a joint tenant attempts to alienate his interest in real property, before the agreement is executed the survivor cannot be compelled to perform it. His claim to the whole is prior to that of the party claiming under an agreement to a part. Where the agreement amounts to a conveyance of the property in Eq. - the issue arises whether it is to be distinguished from an agreement to a part.  

Does not the agreement amount to a conveyance in Eq? If it is such an agreement being made by a tenant in common is equity?
If a duty request the discredit process agst this
principal who at the time is able to prove a secret, because
without duty is akin. Such request being testamentary
is a contract not to due duty of this maker, maybe
given in evidence under the god! 2206 (Nov. 1792)
To make a valid contract it is not only necessary that the minds of the parties to the contract should be communicated to each other. E.g. one offers a letter to sell, which the other, letter excepted but before the last letter is read, either reads or will read the letter. If the acceptance is conditional, the offer is revocable unless the consent follows condition.

2 Renée 434
Contracts

Express and implied assent

Express assent is

duly signed, written, or signed to signify an agreement.

In the present context:
1. Master and servant to buy good.
2. He lends himself to promise to deliver to pay for them.
3. That lease is revocable unless a very serious appeal.

In contrast, implied assent may arise in several ways:

From silence or omission, as a prior move or, while move is contracting with another to make a second mortgage.

The granting of the contract is in effect a set against the property in the ground. An implied assent that this new mortgage should be first made. The lease is transferred in some cases on the ground of fraud, but it seems necessary to arrive at a definite result. (Page 132-137, 184-185, 185-186, 186-187, 187-188)

Lease being granted when

Upon another lease of the same land to a stranger

Knows the contract and is no mention of the lease.

The second lease being ignorant of the first will run at law.

(Pages 172-173, 182-183, 183-184, 184-185)

A tenant will enforce such an implied agreement.

Even against eminent case where he would practice fraud. (Page 134-135, 135-136)

Or has been shown that if the

First move is a contract to the previous mortgage it is
Contracts

sufficient evidence of his knowing the contents until he knows the contrary. Pror. 121. Quorum 186. Denied by Dr. Macquarie. It Tharlow Rule would be dangerous—opportunity for collusion against first mortgage $1060.

But to raise the complex opinion of the reason, trust to be effectively it is necessary that he know not only that his own decision interferes with the subsequent contract but that his silence be voluntary. If forced or caused into silence his interest is not affected by it. Pror. 124, 82.

Where the same general principle if the holder of a note which has been dishonored omit to give reasonable notice to the endorser he is considered as agreeing to discharge the endorser totally only upon the maker. Pror. 153. 152. 153. Doug 654. 64. 3. 98. 122. 202. $859.

In general the lessee will sustain a tenant agreement whenever it is necessary to give effect to some principal contract founded on an express agreement. Ex. Where some sale of trees growing upon his land the tenant agrees that he shall have three pieces, 400 lbs. 400 to the acre. Pror. 156. 251. 35. Jan 1. 565. 665. 836. 864. 86.

There is one species of tenant agreement among tenants, contracts of either of the parties fail to perform his part he shall pay the other all damages sustained by the non-performance. Pror. 15, 83. 1011. 836. 166. 78. 71.

When one usually employs another tenant for less or trust the tenant expects to agree.
A becomes bound with a co-bond for $ in the same instrument to pay up the obligation he cannot sure before it for it is satisfied. His remedy is in a suit for money paid. But if he becomes bound in a separate instrument to pay what he is entitled to have $ bond apportioned to him as may arise. As in the joint case if $ had separately given security for the payment of his own said bond and payment of such joint bond would be entitled to such security as might ensure it against $ in the security.

8. Cond. 61. c. 344.
Contracts

Particular contract of the same kind that the Lactamho in his name & in every case of sufficient release gift the \n\nom is at cost spent on the merit of the people hereunder &\n\nthe contrary appears according to spent to whatsoever is for\n\noccasion towards. 1 Parn. 187.

So on his acceptance of present\nwhich declares to be in consequence to the absence of a bill refuse to accept for the accommodation to that sum\nbut seek for the honor of recover the term implicie an agreement by the letter to repay the amount. 1 Parn. 189. Ch. 105
\n122. 30. 03. 209. 3 run 1974

So of the condition away his\nwife that amount to a title spent for his debt to be bound by her contracts for necessaries. 1 Parn. 189.

Upon a scale of values\nmust be an implicite an assignment by the tender that the entire debt. 109. 378. Exp. 132. 614. 57.

What circumstances invalidate an assent given

Ignorance here will in some cases invalidate an assent given. 1 Parn. 189. 118.

Yamisthe owner or party to his own\nright is required by the place of the other the contract is not\nbinding 1 Parn. 140 but in invalidation on the ground of fraud
1835. 249. 43 Run. 524. 2 Nov. 97. 1 Exp. This induced to believe that his ancestors will was duly executed where it was not
released his right for a small compensation release it would
What invalidates an agent given

But if a doubtful point respecting both parties being ignorant on which side it lies, a contract is made by which the real party cannot be less; the contract is good for the parties agree upon the ground of the right. It is doubtful whether they mean not knowing that one of them need leave or not each voluntarily submits to the risk of being a lessee. 

Eg. Common case of covenants between lessee and lessor,

P. 2142- 17, 35; 726. 2 lith. 589

Part of the preface as usual -

The meaning of the extent of his sight says, Powell 144

The meaning of the value of the subject contract (about)

The meaning of knowing himself seems not to be bound

As the common law E. a. Case of a legatee to a daughter of

£10,000 when her own husband first went to town. She accepted

The former I released the latter - Release set aside. 8 W. 316

2 Paw. 200.

In the case of Landlord to Landlord both parties being deceived by the opinion of another as to the right in question. The contract was made in the presence of two schools in the

P. 196. Merely 341. I must ask the court of commonering a
doubtful right that both parties agree upon. The footing of the

being doubtful here both deceive their friend - But generally,

ignorance of law is clearly no ground for avoiding a con-

tract. E. a. 

P. 2149. Due to the construction -

Wagering

contracts are in general binding on the parties as Ch. 2. It is

not pertinent to the validity of such a contract that the

event upon which the wager depends lies in the contingent
Where one contends for the purchase of land & the seller declines executing the contract upon the ground that he is unable to give a good title, the purchaser, in his bill to enforce a performance or a conveyance of the contract if the seller is able at the time of the action to give a good title, purchaser will be compelled to receive it of such person, &c., &c., &c., and if the contract is held not to allow interest from the time the deed was demanded &c., &c., &c., &c.
Fraud in the execution of a bond or other specially
may be shown in evidence of it. See an 179
in the execution 4 Bond 43 47 48 173 130
480 9 Enew 309 10 2 of seizure of goods 278
179 177
A. let to B. a part of his dwelling house. B. after entering and occupying a part of the town abandoned because A. introduces hired women for the purpose of prostitution into the other parts of the house. Held to be a breach of the act. See case, p. 36.
Pendleton v. F., 1 C. L. 18, 42. Case in 8 C. L. 236. Sum in 5 Id. 34 to be considered as钓 that there must be consent. A. qualified by the Pendleton at some deliberate distinction of the facts, depending on the consent of the landlord in writing by the premises to operate as an evidence in support of the rent.

Vendor is bound to know that he earnestly hopes that the purchaser will sell the house. The subject matter of the contract is known to both parties to be liable to a contingency which may destroy it immediately yet if the contingency has already happened, the contract is void. 11 Pet. 72. 5 Him. 2802.
Land lying at Albany was purchased by

Another request for building lots under representation that

the desire to be more conformed to grading that

he paid $2,000 for it all of which was paid at

know to be by tender but not by Tender. That

that in an action on the bond for the payment

money Tender might then more fairly by many

of no comp is out of claiming. 5 Hill 43. 3. cl

333 23 Wend the first Day 280 255 m

3 cl. 128 5 cl. 148 2 F. & 4. 1 2 comp. 337

5 lbmp. 334 14 R. 45 160 122 2 9 1. 118 B

P. a. C. 623.
What invalidates an agent given?

Sufficient that it be equally uncertain to both parties.

In that case ignorance does not invalidate the agent.

18 Haw. 156, 167. 1 M. & K. 610, 1 M. & K. 693.

To come in which the agent of an inferior purchaser of a estate is invalidated by erroneous representations respecting the circumstances or qualities of the subject (not being paid on the case)

In this definition is to be observed, if the mistake respect

the circumstances or quality of the subject appear to have been in the principal motive to the main case he is not bound. E.g.,

An agreement to buy land for a mill seat and those issues to tenor stream. 18 Haw. 156, 167. 1 M. & K. 610, 1 M. & K. 693.

In cannot be enforced in Equity, 18 Haw. 157.

Leaves of the mistake relates to a particular which appears not to have been principally in the contemplation of the purchaser.

It is therefore by this agent & this relief its compensation for difference in value & Equity will enforce the contract.

18 Haw. 157.

But if an agreement for a purchase the purchaser makes, it an express condition that the subject shall have certain qualities or incidents, the omission of them will invalidate the agreement not enforced against him. 18 Haw. 157.

In some cases, the intention of the principal as to the agent may be inferred from circumstances. 18 Haw. 157.

If the agent of a principal may be inferred the same way. E.g., sale of female slave or in the death of a male slave on a male contract, 18 Haw. 150.
According to Powell if an unowned house is sold for a price which
he could not be certain unless some act of assent may be
inferred the contract is void. Lev. 27:28; Deut. 23:21; 1 Pet. 3:17.
(Prov. 12:18, 19, 31; 29:22; 21:22; 25:27). Where is an implied
consent according to the decision of 2 Boy. 40, 2 S.W. 120. 59. Contra
Praeci 115 128. Pow 142, 2 East 314

Subjects of Contracts

Under this division we are to enquire in relation to what subjects contracts may be made
as to lend the land. 1 Cor. 152. In this head a certain line
is to be drawn between contracts executed and executory. 20th 1402.
Executio Executus, What see 1 Pow 294-173.
As to the first no reason can be contract of estate or use or a thing in which he has not
in contract or potential interest at the time of the agreement for
one cannot transfer to another what is not his own. Psa. 82:6; 110:1
492-410, 522. Ex. The grant to B all the wood he shall afterwards
by grant is void. Ex. 219.

If A lease to B the land or another agree
may fail to be for rent. "The开放式 nothing in the land
at the time of the lease."mit "Levi 1 Psa. 105:1 102, 41
Ex. 293-288 3 Lev. 146 1. Leases of the land were made by
indications especially in the law. Ex. 293-306. Same 317, 192-
537.

If one of two joint tenants make a deed of long rent sale of the
of the whole land & his cotenant afterwards dies the former rent.
A judge recovered on a judg's book an esquingement for they are of equal nature. Scarcely the judge had been pleased in a suit of a pawn for 17 s Hill 409. Issue 208 5, Wm. 240.
Subject of Contracts

The money of the latter are not paid (P. 185) Bann. 89. Sec. 6.

The deed contains a covenant that the parties are not the whole

vy except the other money from George S. et al.

When the same
general principle if 8 months upon completing payment

6 months hence it cannot be moved another before the expiration
of the 6 months for the property is changed if the other to another

before the time would not be made good by making of payment

at the time by $8 for at the time of this sale the interest would

not be in C. 1 P. 188. 7 Feb. 1882.

For even one grant that to

which the tenant only an indebted title to be perfected in justice

C. 8 contingent remains. 1 P. 185 D. 122. 4 B. 248.

the such contingent estates are demandable according to

Equity assignable 1 Dem. 265. 9 B. 88. 1763. 39. B. 222. 608.

But nothing of which one is po-
tentially the same (that is, a thing belonging to another actually

held in title at the time of bargaining) may be disposed of by

a contract execution C. 8. The rent of one land for three

gears to come. 1 P. 186. 7 Feb. 1882.

Right not to act actually

or potentially may be subjects of operating contracts, there

being no other than stipulation in respect of the payment of

to the cost by which the interest is to be conveyed. For the one

cannot actually convey what he has not the right to

himself to convey what he shall acquire in future C. 8. A

convenants to purchase A. rent conveyed to B. Convenants

S to lease the land of which he shall be seised on such a day.
in their case a new future act is to be done to execute the contract. [Par. 1887. 20th Mar. 19th] Seems no future act is to be done to give effect to the contract; it must therefore take effect at all costs and contract specified which cannot be the case it stands to the use of one of the lands he shall cultivate and purchase [Par. 207. 23rd. 20th Mar. 29th.] for this operates a change, no estate is made to make

When it comes to the law that the person in it is that one makes a deed with on the event of various kinds of land of which he is not the owner 2 afterwards purchase it he is entitled to alleg that he had no title— 2 the rule is the same in both to lose. [Par. 122. 287. 294. Col. 173. 223. 102.] [Par. 331. 195. 6 24. 564. 62. 239. 6 Mow. 258. 1048. 1530. 370. 782. 287 336. 1. 2 So also 12 mort. 516. Par. 160. 28 Nov. 1791. 60]

The rule is the same at 1 L. 2 all precede conceived as being with the usual


Then may not a contingent remainder or expectancy or the property of such a deed by way of setoff?

All contracts must be capable of performance. 2 Lawful. 3 Certain. [Par. 153.

[Forlible] No right can be acquired or obligation imposed or duty by contract to perform what naturally im-

possible—such contract is collateral in the nature of things, it cannot be performed [Par. 160. 284. 370] Key non-right. 2 certain. [Par. 1420. Col. 206. 283. 295. Comment to effect one of lands.
If logs be delivered at a mill under a contract that the miller shall saw them within a certain time he may receive one half the boards that he sawn, but the sawmill must retain the general property in the logs until they are manufactured according to the contract. Buyer acquires no interest in them until he entirely perform all his part. Where there is an entire performance lot becomes tenant in common of the boards. Mill No. 316, 8, Green St. If the contract had been to take the log from a certain quantity of logs generally it would have been a rule.
It is the law
distinguishing between acts or things in themselves incapable of
those which the not so are incomprehensible or to the latter,
contracting - An agreement to perform the latter is binding
E.g. A contracts to sell an article which belongs to B. Then
A is liable in damages for non-performance the Equity
will not decree an implied performance 1520, 1521. D.2 Ch. 183
in the former case it must be
evident to both parties at the time that performance is impossible
therefore cannot be the intention of either that it should be
performed.

In an agreement to deliver two granaries of corn on Monday,
20. Law in progress in deciding the quantity on every receipt
Monday in the year. The premises it is held are liable
to damages. 1520, 172, 35th. 1 Ap. 1641. 6 T.6, 805. 1 Art 289.
1 Dec. 11. 1866-295. 11 May 389.

Upon what principle is this
decision founded? for the general rule is that if the thing
purchased for is not delivered, the value is the measure of
damages. 1 B.10, 189, 2 Be. 211 1 Tomb. 124
1500, 198, 258. 1 Nov. 27. 1 Eq. 121. A. prep. contract treated
as one on the ground of fraud - the term for subject to an
implied contract to pay the value of what he has received
for it.

A contract is not void upon the ground of its being
indefensible unless it is strictly so - the distinction between a
near and remote indefiniteness is not regarded in supposing

contracts. Ex. a covenant by A to clear B's claim of land to be settled on B is binding. It may be specifically enforced in equity. S. 166, for the contingency whether
inducement is not a non-joinder.

The covenants of party
insoluble as to do a thing not insoluble in equity being prevented from performing it, merely inevitable. A covenant does not discharge him. No covenant to
be at such a place by such a time with a ship to take a cargo prevents its being
contractor liable. 3 N. 163, 9 Bou., 266, Doug. 254.

In such a case he is
certainly punishable against the risk of failure. It would be otherwise if the insured had been to
perform the voyage within a time in which such voyage could not have been prevented.

- The thing stipulated to be done must be morally

possible. No. 127, lawful in the contract to pay for none can be
bound to do a covenant which the law thereby forbids. 10 Bou. 164.

A contract is exegest
law when the agreement is to do a thing which is unlawful in
be in medium jurisdiction. 15 Bou. 165. W. 189.

Of the first kind
are all contracts to which there for their object some thing
forbidden by the law, such as to commit murder.
- A contract therefore to pay B or commit murder will bind no one. B as said. 9 Bou. 166. 11 N. 108. 2 Bou. 277. Toull 89.
So contracts are against law when they have for their object something which is not against the law in itself or the Divine law, in contrary to the law of the land or Municipal law of the Count 206 17 Dec 186.

A contract may be contrary to the law of the land by being a) being against the public order, b) being against some maxims or principles of law, c) being opposed to some positive statute. 17 Dec 186.

1. All contracts to the object of which is a general restriction upon contracting in a certain place, are against law as being opposed to the general welfare of the state. Therefore void - 17 Dec 186. 17 Dec 186

2. All contracts are void - 17 Dec 186. 17 Dec 186

3. All contracts are void - 17 Dec 186.

4. If a landlord and a tenant agree, not to cultivate the land - 17 Dec 186.

5. But an agreement not to specify a tenant in a particular place may be binding, for such contracts may be useful - 17 Dec 186. 17 Dec 186.
the marks involved it seems less when the party claiming under
the contract the presumption is against the existence of
Sec. 115. 242. 5th 172. 15th 181. 92. 11th 27. 83. 130. 12
It seems to me somewhat unsatisfactory whether that side who
one agrees not to secure to his by specific votes not - i f it
is not still the validity of the contract depends upon the
foregoing distinctions - for no man ought to preclude
himself from engaging in any open trade. Laws 169.
13th 192. Therefore the failure of the less is disposed to the
contract. When the same general principle is based for unlawful
maintenance in aid - it is against the public welfare. Laws 192. Instead 
Cass. 224. 2 Inst 212 491 125.

A contract with an alien enemy is
also regularly said as being against the public welfare, because
a communication between with the public enemy may endanger
the public welfare or safety. Laws 168. 19 Co 140. Laws 172. 182. 183
152. 83.

So an insurance on the property of an alien is said. it
promotes the commerce of the enemy, it gives our own citizen
an interest in the security of that commerce. Laws 158. 65.
130. 283. 12th 45 45. Laws 283.

The rule that contracts with an
alien enemy are void is not universal - some contracts with
an enemy - that is, a contract by which the captivated party
or one of them being discharged agree to pay the captor
a certain sum or a ransom is obligatory. 2 Thoma
A participator in an endorsed act cannot receive of another participator money paid at the request for furthermore of the common object 25 £. L. 17.

No ministerial office whose fees were prescribed by law can enforce an action on a promissory note upon for extra service. The other was rejected which would be recently required of the officer to render 15 March 1744.

An agreement between a Physician & the Patient.

The one to give his advice, during the life of the other; & the patient to pay such a certain sum at his decease, as will & shall leave

one couplment to one to shuare the life of the other, and where owing to the situation of the patient great confidence is induced, & in the case of Physician's defect, All such

be deemed a sufficient all concerned, besides then the receipt of the pecuniary will be kept secrdev.

if such confidence be to occur amongst P. E. B. &

J. Bridgman & George 24th 627 Walter Green 2 John 29th 792
a contract to be void if such a contract had the purpose, well
intentioned, but such contrary contracts can be enforced only in
a court of Admiralty—Doug 619, Bens. 1724, 376, 368.

Thus the hostage can or the colletto is taken in with the hostage

which latter being only a pledge the agent is independent of
the hostage—Doug 619, 1512, 268, Bens. 1724—Leav. 12. 26. 1

We say, such contracts are general made with concern of minors and
genate of solitude. I tend to mediate the ends of war
are binding—Doug 655—4. Treat. from the Common

belligerent States. However, confiscation of belligerent mil-
tary commanders' agreements for exchange of prisoners
in England sometimes caused contracts once null and void by 22 Geo. 3, 17, 24, 1772—1782.

brocage
Marriage.brocage

contracts are void that do tend to exploit or promote
marriage because they are of dangerous consequences

militating against the welfare of society—I the same

over while applicable to some of these agreements of the same

kind—1 Pa. 174, 90, 1 Ch. 2, 89, 1 Shaw, 76, 1 Phi. 2, 145—Brom.
144, 135, 3 Law. 111

2. Contrary to any mention or principle of law are void, those if the consideration extends to the

cause of the promise or the promise itself is opposed to any
such notion or principle the contract is uncertain.

Thus a promise in consideration promise would from

itself be discharge a debt due to his master executed

1 Pa. 176, 86, 130, 188, 35, 137, 357; consideration is illegal.
If a sheriff's warrant recites a consideration to prevent an escape, it is void. The promise is unlawful. 1 Sam 13:10 26:6 102.

Cod. 356. Co 2 E 1199. A promise by a minister of justice to do an unlawful act in his office or by another to indemnify him for doing it. 1 Sam 15:6 - Co 8:226.

But when the unlawfulness of the consideration or rectum the fact which makes it unlawful is unknown to the promisor or contract of indemnity, founds upon when it is binding - 44. & brings it to an issue in a post time of having carelessly consented him a promise to indemnify the host for keeping him as a prisoner - if the host is subject to liability on his promise. 1 Sam 15:11, Matt 5:3. So if the thief in a fit of passion the sheriff to take another good as the thief, which are not his. A promise to indemnify him the promise ingood 1 Sam 13:8 616. 183 352.

All contracts which militate against morality do not void as being illegal bust 34-729. 83. 1 Sam 33:6:33. 373-616. 81, 693. So contracts made for corrupt purposes.

Enlist with one, having a vote or interference in appointments that I should not be appointed to such one of his 1 Sam 18:12.

So of a woman with a council or outrage by weight of broke 13 Sam 18:41.

So of a waiter that is least soldier of army - or of passengers to the mode of playing an illegal game. 1 Sam 18:6-2 141: 173.

But in a war between two. That in an issue with the ultimate decision of it is given at 6. D. Case 35, the wages in general are binding at 6. L. 1 Sam 14:6.

But in the act wages are made illegal. 1 Sam 36: 924.
The project of a Railway leading to Bell in Parliament for incorporating there made an agreement on behalf of the proposed corporation in consequence of which the threatened opposition was with drawn. Note that the corporation demanding 260 barrels of the agreement was bound by it to their solicitors to carry 26 to 38 miles.
By St. of 1849, the interest only is forfeited & the contract
void only in respect to that. Vid Stat. 6th of 1849.

A. Acts 1770, 7 Geo. 1, c. 319. But a bond from one in 24" to
be a true prisoner, first to enable him to go if not for case and
from 18 Geo. 1, c. 270, Acts 239 — do a bond for case
by convenience that prisoner may go at large within the
walls of the prison & condition that he shall remain a
true prisoner is not void for such indulgence the Sheriff
may grant consistently with his duty. Acts 239 —
said 18 Geo. 1, if any thing be added to the case
prescribed by the act which is not legal it avoids all
the rest. Acts 18 Geo. 1. quod vid. 
any criminal act, an invitation to immorality. Pau. 193.

The distinction between lands for the performance of covenants, some of which are lawful and some unlawful, as, when some are void, some lawful at first, the latter care the whole bond is void, in the latter it is good to the covenants which are lawful. And a certain covenant not to commit sin, which accuses amount to that the bond is void. A certain covenant is void, to the former covenant is void, and to the latter good. 1 Sam. 99, 28, Heb. 857. Mart. 237. But a theft takes a legal bond against the 28 H. 6 for care defense and also for a defense the whole bond is void. Pau. 200, v. 32, 438, 1827, 238, 339, 337.

This distinction arises from the last bond, in construction, the bond is void, that is, according to the construction in each case, the whole bond or security—The only illegal contract in this case, after it has been specified the law in some instances sufficient to prevent by refusing to aid either party in recovering.

Furthermore, the contract remains.
The delivery of property to one by a sheriff where he is by notice of a levy is a right answer for a plan to
residue at London 322

...money agreed between creditors is his bankruptcy debtor calculates

to defend the other creditor is yes but when every thing is

fair the creditor agrees to take no decision and answer
the remainder in mind of claim the debt from easier

saying the debt from sum to lending. July 20, 214.
A tenant under a quarterly lease is due without abatement of rent if a tenant in the middle of the quarter can be replaced for the whole quarter by that amount. The rent due the month after demised to perform the lease becomes due. Comp 375, 2 L. 334, 16, 14, 1, 13, 34, ch. 155. If he dies before the quarter ends, the estate is sufficient to cover the whole quarter.

A sheriff is entitled to perform all official acts pursuant to him by statute or interest and is entitled to receive a reasonable compensation. In the absence of any statute furnishing the payment of the same he must have the right to recover of the employer 3%.
Sawyer

...executing the hiramagueres back the money paid. Rev 20: 24. 11: 52

Doug 47. Money paid to be taken back to General 3 of the company.

It is not committed the money may be returned to Y Surig, committed

-que-a to the committee of the distribution of rent. January 19.

-words it not be better to allow a recovery in both cases

-ment Yurince for our brother. 8, 12, 53. 52. We declined that

money deposited on illegal wages is paid over a 9 months

current after the wages are declared cannot be recovered back.

8, 12, 53. 12, 3, 2. 6: Doug 95. 8. 12, 4. 1. indecible.

But if the money in this case does not been paid over other

party may recover from the state holder the exact

correctly herein. The time wages are declared. 3, s. 722

5, 14, 05. s. 14, John 426.

Suppose the state holder

pay the soldiers after long furloughed 2, 2, 2.

12: 3, 2. 4, 09, 12, 3, 2. 31. 14, 1, 04, 11, 6, 11, 27, 2.

10, 6. 2, 8, 20, 21. On principle he is for as it seems

tome the could not in such case recover of the

state holder. 3, s. 722. David 79. 82, 0, 25, centra

ly Hoffmann. 2nd. 2 the weight of authority seems

to be against the recovery on the ground that when the

contract is executed the party paying cannot recover

leaves under our State the loser may sue back

under our state. 361.

It has been decided that money paid

to one of the parties before hand on an illegal wage

was recoverable back after the event. 9, 4, 75. 215.

The receipt was in favor of the Debts. 79, 20, 3, 75.
Defendant guaranteed 50% of 40% of the amount of $400. A.B. contracted a debt in the amount of $255 due to a composition with his creditors paid 50% in the round leaving due off on his said debt $356 held that defendant was entitled to have a securities in $111.44 the amount of the claim said in $400 at 6% per annum paid.

20 L. 213 Nov. 111
new Larger virtue no special motive

If a person without the
modus amicorum, the money of which is made criminal
in some defective law, he may be bound by it, tho' he could
not claim under it. 24 Stat. 903. It is an offen crime
agreement to travel, but if he should travel, he would
be bound by his contract as a traider 18th. 19. 19 for
the nature of the contract is not unenforceable, but making it
only is so. He only is the offending party. If the object of
the law is merely to subject him to a restraint—not to
prevent him an immunity, he cannot test the advantage of
his own wrong 18th. 19.

If the object of the contract is
perfectly evil, it is void—no adequate end to be attained
—if no advantage to the party claiming. 24—agreement
not to work one's hands.

A contract which constitutes a power to
the party on contract of third person is void. 24th. 79:
that he—has committed a crime. 24th. 72—24th. 79:
24th. 72. To aggravate what tends to the introduction of
indirect evidence 24th. 72—24th. 70.

Certain. 18th. 130—82. 24th. 170—76—Feb. 67—June

A promise to deliver goods in consideration
of Be promise to payment, in a short time. As promise
is said to be void 18th. 10—18th. 17th. 17—18th. 77—17—18th.
Because 24th—promise which is the consideration of it
is uncertain I therefore said—
Nature and kinds of contracts

All contracts must be specific or executory. A contract is said to be specific when the parties agree in advance to a particular transaction and the terms are clear and definite. If the agreement is not specific, it is executory. In this type of contract, the parties agree to an act in the future, but the contract is not specific about the terms until the act is performed. If a contract is not specific, it is necessary to prove the terms of the agreement, which can be difficult. The nature and kind of contracts are important in determining the enforceability of a contract.

Paw. 236-237, 535-27, 2448

E. contracting, as those who are
introducing or preparatory to and actual transfer or
change of property - it is an agreement to exchange,
unwritten, sec. 231, 449, Paw. 235.

A contract thus
is executory when one party promises immediately, in which case a promise of repayment...
If it seems to give something to be so can be ch

The general rule is, that a contract is not assignable. Explan

The three that to shall be the debt without the a a promise

to pay the bonds may maintain an action a go...
Some agree to deliver a large quantity per month and a part only per each deliverer is bound to pay for the same until the time for delivering the whole or, if the whole is not deliver per each deliverer, the part delivered but if the debt is due to keep such part he must pay the value of it 116 286 sterling is liable to a new certain for not delivering the whole 16 Jun 1667.

When a contract for the sale of metals between the quantity price time of delivery, manner of delivery, and a quantum as well for a part as the whole. If the deliverer quantity the reader has consented in consideration of the contract owe their time of delivery, 16 March 1582, 150t 358 avoirdupois to . 83 35 86 and 15 81

If the contract is to pay when the whole or claim a part as above, the rent caused and without fault the damages for our part 32 6 1158
Nature and kinds

All contracts according to Pau. 23, 5, 6 are express, constructive or implied. A written contract is one in which the
parties stipulate in words terms what is to be done or omitted. Rev. 256.

Construuctive contracts are such as are implied by construction out of instruments or express agreements. They differ from what the instrument
provides for in hosts. That is, they differ from the form of the instrument or express agreement from which they are signed. Rev. 256, Eze. 18, 3, 6, 63, 1 Pet. 124, 1 Cor. 24, 26, 4, 11 Thes. 11, 12. Consequently written
contracts are evidence of express agreements, being revised by construction from the words used through them as
required in a deed of conveyance respecting the grantor's intent or the subject matter of construction, and to an agreement or covenant that he saw to, according to the
contract Rev. 256, 1 Leon. 12, 0.

So essential in a marriage
settlement agreement that where A is to pay 65 for the marriage portion it was held for the covenant to
pay that sum Rev. 238, 3, 4, 26, 6, 45. So an expression in a deed intended may amount to a covenant.
Ez, 3, 9, 1 4. An express inference of a term, an express or partial
clue - that is said to be a covenant by itself. Hence the clue
meant not only the demine Rev. 238, 9, Eze 6, 6, 6, 6, 6, 6, 6, 6.
17 Leon. 17, 121, 122 86. 11 Co 6, 6, 6, 6.
Nature and kinds

I must now return not to comment that Lepre was not consult
upon profession of it. And Lepre is a strange to the count
of receipt led when the execution is something arising out of
the thing demand it amounts to a covenant that Lepre
shall not disturb before it satisfy. Est Lea of being
executing a right of way over it be Brev. 288. So leave of
a lease excepting a right to keep the same year except
it lie in doctrine. Hence 324. And you also whether and inten-
1 Mod. 178. For lease Lepre has an interest in the subject
out of which the right excepts arises. If therefore is considered
saving that right. — In a reservation grant and a lease
indected amounts to a covenant to lay it on the front of the Lepre
Pov. 186. 1 Brev. 518. — Be a lease without a fulfillment
of which gives the Lepre the tree growing on the lease demands
Pov. 242. 1 Mod. 178.

So that obligations in evidence that the obligee
will that the obligations in a certain part shall be evidet is a
good condition to the word, one obligee not obliges for
such appearance of the condition of the lease. Pov. 248.
1 Brev. 246.

Implied in implicit contracts are those
which are neither espoused in terms or mind by construction
from the terms nor are express contracts but which arise
by operation of law out of the nature of the case. Pov. 245.
1 Brev. 246. Laws come as goods here without any express evidence to
say contract is implied. Pov. 246.
Whereas, one of these tenants was about to escape to pay
the whole debt, it was held on that he could not
compel her to pay any part of the cost
of the suit against him, but merely his fraction
of the debt 111 L. 673, more interest on the pound 10 C. 661 66.

If a timely return is made that he will not be liable after a
certain time, it is no defense unless specifically pleaded as
true. Then 11 L. 673, 680 d in all cases; if the term specified
the matter must be specially plead of 80 when made void
by statute - if and by chance it was to paid by
evidence under the code. 11 L. 673, 680 d to levy a
Camp 672, obliga a fine 6/6, 126 a gentry.
If a note or other simple contract is secured by a mortgage
deed which is a specially the nature of such simple
contract is not altered 27 Wend 101, 102 2 Stew A 336
3 B Low D 336 14.

If two or more by the same instrument severally promise
to pay the contract is deemed a not joint a contract 28 Co. 870
in this case the debt is solutio severa severally punished

If a contract may exist without being by deed the
a deed be added yet this will not prevent its
existing as a simple contract. Ex’ Agent authorized
by power to make contract for principal x he makes
such contract by deed 5 Hill 113 Story Part 179.
Nature and kinds

If you take, without security, the benefits of an infant's lands, there is no implied power to convey for them; or if one child bequeathes the benefits of another's land, the other engages to take and one of them, as the law requires.  

Psue. 116—Do I by the declaration make over, and convey the love son in a promise that he will pay the money to the 3/4 in the 6th year.  

Psue. 256—  

If the grantor has been to the other person, by a grant in a right to come on the land to cut a certain piece of the grantor's land surrounded by his own, he implicitly grants a right of way to it (Psue 256)  

Psue. 115—Thus and 22-3 bonds, 6s. 23.10. for other one the grant cannot be engaged 1110

If of a tenement without opposition

From whom the formerly implied in law considered as tenant from year to year (Psue 25-252) there is a deed agreement to renew the lease in the manner—

In equity the contract

An agreement in writing is a part of the purchase money, becomes a bond of the land stands enough, but the residue of the purchase money becomes absolute.  

The bond stands enough, but the residue of the purchase money, is implied agreement additional to the agreement (Psue 25)  

Psue. 242—6 finds 272) given of the mortgage is better for the

Psue. 6-22-3

Contracts one with another absolute,  

unconditional 100 256-5

An absolute contract is one

by which something is deemed absolutely done conditioned
In continuation of a lease, conditioned upon the paying to B of £10 per annum, it is
a conditional contract to sell the obligation of which depends altogether on some event
upon one uncertain event upon which it is to take effect. If A agrees to purchase land
on condition that B is to return from India by such a day, the condition suspends the obligation
to perform till the day, and if B does not return by the day,
the obligation to purchase is annulled. (Paul 289, Col. 301)

If A sells property to B

on condition that in a certain event B shall pay for it £10. In another event, but if the contract is
unconditional, paid the amount to behold. (Paul 112, Col. 760)

If A agrees to give B for his land as much as a certain
judge shall be worth, his obligation to buy is suspended till O
decides the issue; then he is absolutely bound to pay—
Paul 261, Col. 816—

Unlawful conditions

The effect of these concomitant to the nature of the contract
of the condition annexed to it. (Paul 101) If an unlawful
condition is annexed to an executory contract, the contract
is void. Thus if one be bound in an obligation conditioned for
the performance of some unlawful act, the whole
the bond is void. (Paul 261, Col. 206—Acts 173-85) So if
the condition is for the commission of some unlawful act on
the condition of some other legal act.) Acts 175-85, 28 (Acts 109
28 Acts 214—Acts 411) whole void. So if the condition
militates against the public duty or the general welfare.
If a debtor agree to admit a part of the debt referred and that the residue is paid the same must be strictly complied with 1 Comm. 202. 3 Call. 1431 20 John. 75 17 0 169

If A. agree to work for B. at such wages as C. shall fix he agrees if B. refuses to refer the matter to C. Amends him in good faith and must on the contract terms if B. is ready to refer must also on the contract B. declared will provide funds in lieu of damages 5 Rand 206 9 Pat. 326,
Contrary parties not entitled to costs in Equity, as full
as to have the illegal contract. Public policy requires
only the equitable of the contract 10 C. 8 Ch. 445 1722
27th 3 Ver. B.I7o.
Unlawful Conditions

[Text continues with complex legal reasoning and references to statutes and cases, discussing the nature of unlawful conditions in contracts and the consequences of breaches.]

But if an unlawful condition annexed to a conveyance or contract be executed, the conveyance generally is only void under such circumstances that the estate absolutely (1 Bow. 261, 2 B. & C. 77, 206) here the 504 may be under no temptation at whose laws secure to him the estate without performing the condition 1 Bow. 262.

But this rule holds only when the parties are in privity. It is thus where a mortgagee is not parties to the contract, or if an assignee in mortgage, or assignee in such case, the conveyance is void unless the party to the contract is executed. In the former case of cases that is, when the contract is executed, the condition is void and the mortgagor is not affected, the law will not

For instance, if a husband or wife are married by the law, the wife is void. She is void. If the husband be a naturalized citizen, the law will not

In the latter case that is, when the contract is executed by both parties, and the law will void and the wife become naturalized, the law will not

the law leave the parties as it finds them.

In bonds, assignment of marriage are void (1 Bow. 225) the condition being unlawful, to of bonds for enforcing evidence (1 Bow. 2 Kent 102, 2 Wils. 346.) To of bonds to secure a second for prostitution is given before hand. The 1 Bow. 315 afterwards 1 Bow. 315, 3 Wils. 337, 2 Bow. 432.)

1568
Impossible Conditions

In the former country one encouragement to immorality is
the sufferer not-

All conditions subject to the nature of the
contract are void of enforcement on
condition that the estate is absolute. (Caw 262 - 62) 1576
2 (ex. 183 -

The best or commonest practice not to allege or
to the future is good for that does not conducive has to alike
but merely subject has on his land if the case-

impossible or impossible - impossible conditions require no
exemption. (Caw 163 -

Impossible conditions are 1. such as arise at the time the contract is made or 2. such as become so after-
words. (Caw 186) If a condition impossible at the time of making it become impossible afterwards by the act of God or the Law
being annexed to the contract, he cannot enforce the contract is not
avoided by the non-performance. (Cod 106 - Caw 264 - 444 -

Some rule is the condition become impossible by the act of
the party granting the interest. If the grantee be condition-
ted to perform within a year, and the grantor within a year,
the grantor is not entitled to enforce the same by the
Act 39 Geo -

I do grantee one condition that
grantor shall within 6 months perform a certain engage-
for Grantor 2 the estate is prohibited by Statute, 14 Geo -
If an agreement is in the alternative one branch of it cannot be performed the other must be 32 £ 435
contract to build a house by a certain time in a good and manlike manner, both done after the time accepted by the Pf. And that if it might occur on the common ends of the work, to the entire right of action, the execution to be done in a good manner, if no more than the third simple, in case, contract 3 2

Where If has not a benefit from the non-performance of a contract Of shall have the benefit of it where need for non-performance on his part or Page 369,

The party who is not chargeable with a violation of a contract should do the best he can, if any unavoidable stop occurs, by the failure of the other. He is entitled to a complete indemnity, if he can prove an article, which were to have been delivered to a reasonable time, he is entitled to such damages as will completely indemnify him for the additional expense of piling anything resulting from the necessary delay. It will be unreasonable by neglecting to lay the article. Where he could have prevented him to recover all the damage, and the way of working being little occasioned by Bisk. Market 4 Page 873
impossible conditions

18(15, 213 - 313 + Cl. 349, 8-7 2 69. Sal. 197 8. Ch. 67 5) it become impossible by an out of law - so of a payment that is offer shall in 1 months mean offer & within that time of performance another here performance being indispensible by the act of offer he can to the no advantage of non performance - the act be 15 absolute in force.

But if such a condition is annexed to a contract respecting 2 become impossible by the act of God or the law the obligation is void & obliged is discharged. (Pear. 265-419. Sal. 170. 1.11. 629. 12 639. 42 126-8 & Co L 266) 5 the rule is the same of the condition become impossible by the 6 act of the party in whose favor the act is made as the obligee. unless of obligee discharges himself to perform the obligation from one cause to the advantage of his own wrong. (5621) 4 0 the contract being respecting no advantage can be taken of it till there is a default in the obligee. if bond with a condition that in the event of non suit and account he clin in the mean time - obligee discharged. (Pear. 265-

23 249 - Pain 417. 20 & 692 Co L 279 & Co L 266 - 50 195 8

If the obligee either presents or discharges with the performance of the condition the obligation is discharged. (139 259 & 268 - 414 2. 264 - 2. 61 59. 8 1236 3.125 59. 5.2. 55 - 41 619. 183 253)

If the act of a stranger is made necessary by the terms of an instrument as evidence of a condition being complied with or be arbitrarily refuses to act in the obligation relates. (a 127 15 5 4 0 23 - 1. 294 452 127 110) note the case of insurance against fire - lest that
In specifeh Conditions

The care of a condition precedent (for an
the contract
contains a clause making the duty of judge whether there has
been a compliance with a condition precedent. The clause
is void if the jury are unable to decide whether there has been compliance.

If a bond is conditioned for the performance of one of
two things, if one becomes imposible, the obligor is still bound
to perform the other - unless the impossibility was
caused by the obligor. 

The obligor is bound to perform the contract in all cases.

If the contract is rendered impracticable by the act of God, the
law states that the obligor is bound
to perform the contract. If the obligor is unable to
perform, the contract is void. 

A lessee of 40 years has the option to renew the lease for
40 years. If the lessee does not renew, the property
may be sold. 

If the condition is impossible at the time of making the contract,
it cannot be enforced. However, if the condition precedent
is impossible, the contract cannot be enforced. 

Subsequent conditions are ones which must be performed before
the right in the estate is fully secured. 

A subsequent condition is one by which a right already
vested must be delayed. 

Rule: If a subsequent
condition is impossible at the time in the right estate while
Condition that it should pay B. $100. at a future
day if upon an account there taken of stock or trade
it should amount to $400. but if it should not be so
then to pay $50. A. at the expiration of the time lead
relinquished trade A had no stocks and that he
can not liable to pay every item 29 to $236

Simon Church, Died July 9 (Sunday)
1849, at 7 1/2 o'clock P.M. A.E. 55.
If a written contract be signed by two it is lawful that it is agreed the one shall furnish the other to perform a pay 5{\$}112 13 3rd 63 14. But Sec. 14 12 Ext. 13 15 13 to 12 35 6th 4th 86
is the subject of the contract commences act or takes effect.
It is said sometimes for want of estate before the condition is performed 15. 266-281. 157. Col. 205.

If the condition being possible at the time is impossible, becomes impossible the right or estate is repugne becomes void for it cannot exist. So if a precedent condition is unanswerable for if right can be acquired by performing one unanswerable act 231. 157.

But if a subsequent condition is impossible at the time to which no effect the contract is in law unconditional. 15. 266-281. 156. Col. 206. An a bond with condition that obligor shall pay money at a day the bond is void. For in case of a bond the beneficiar/colleum is present to a void condition cannot defeat it. So if the condition is unanswerable 231. 157.

But in case of operating contracts or bonds if the impossible condition is incorporated with the obligation instead of being understood or added the whole obligation is void 15. 266. 18. 172. For there is no delegation in present no distinct fund or trust creating a present debt it is therefore not an act of a solitar/colleum.

Statute of Frauds

There is a distinction between written and unwritten contracts introduced in certain cases by 19. 262. 138. 20. 231. 57. 268. 50.
Nature of Trusts

Our trust as given in it extends to the same subject in substan-
tially a transcript of the Eng. 32 & 33. 354.

Under the Eng. Stat.,

found to the following contracts or agreements will not
support in action or agreement unless set out in writing or
unless the agreement is in some note or memorandum
of it is in writing signed by the party to be charged or
some other person by his authority.

1. Promissory notes
2. Bills in writing
3. Bills or deeds of trust for sale,
4. Contracts for the sale of land,
5. Agreements of lease

By the Eng. Stat. it is

provided that all rent not reserved of land is or of any
interest in them shall operate as leases or estates it will
only except leases for a term in not exceeding three years
assuming a rent of two-thirds the usual rent (Rev. 24. 57)
Sec. 2.
This is the nature of leases
including from year to year. 3733 in et all land leases.
written agreement, whether within or without the St. whether
specialists, a simple contract are not to be construed unless
materially affected by fraud testimony 1 because 250 by 813 18
11 27 9 John 297 146 18 at 115 387 5
this rule however does not exclude fraud evidence of fraud
or the want of fault of consid in nor the enhancement
of the true fair performance or a violation of the
performance of a written simple contract 1 honor 253

Spire shall continue the same & require its tender except with a
causal which amounts to a warranty 18 days 20 et 4 of
let a bill of sale or grant which contains a true statement without
material error or engagement Leroy And the recovery can be had
in the first representation 1 Bank 48. 15 1.4 40 25 1
627 Mauer 4. Old 4 1 4 1 777 Prebleign 7 Bowen
A contract for the sale of article, at dates to be
hereafter manufactured is not within the Act
& Cowan 218 24th Dec 63 7th Apr 14 10 John 264 12 Dec 58
Promises by Executors to -  The contract that of Es't he,

assets to convey the heretofore remainders and his her

assets, constitute the consideration due to transfer to himself,

as to transfer the title to his personally (16) (16) 6 (16)

you must tend - $150180.206 - now uncertainty - The duty
does not transfer to his personally that in his private capacity

assets - The mere keeping of assets subjects him as

Es't only - liberate the title does not proceed upon a distinct

between agreements upon a consideration agreement

without any - But assets of assets will barely not receive an

implied promise to keep the Es't he personally $150180.206 -

Once tendered cent by Es't he (as executed) Town $15.71 (1850)

Administration once

substituting a reached agreement him to a satisfaction was once

hidden but item to be an admission of assets 150180.206 - consulted

$150180.206 - 2 in some adv 4 may be devisors of a containing

the amount ever present of the claims without knowing that

he has assets -

But if one seek explain the satisfaction and that

the Es't he shall pay such secured he shall not afterward

deny that assets to that amount against the other -

it is equivalent to a finding of assets to that amount

$150180.206 - same rule as to Es't 150180.206

Once hidden that payment

of interest by Es't he was an admission of assets to the amount

of the principal or section that it cost the other heands

on Es't he now overwhelmed $150180.206 -

But acceptance of his bill
Promise by Executors

In this case, the promise is enforced by law unless the contract is made in writing or the promise is supported by some other writing which shows the making of the promise. If the promise is not in writing or not supported by another writing, it is enforceable only if the promise is made in writing.

The contract must appear in writing (5 East 90 - Rob. 109 - 6 East 50). Under agreement, every writing contains an express promise in a special sense.

To take advantage of this clause, the contract must be made in writing when the promise is made (Rob. 201 and 330). The promise is enforceable only if supported by another writing which shows the making of the promise. If the promise is not in writing, it is not necessary to show facts in an action on the promise for the debt. If the debt is subject to the bond, the promise Rob. 205.

To answer for the debt of another.
Here are 3 distinct classes of cases in this subject. 1. Where the promise is collateral to the principal contract, but is made at the same time a becomes an essential ground of the credit given to the principal debtor. Such promise is not void for not disclosing a consideration moving between the creditor and original debtor in suit to support it. 2. John v. 39. London, 7 East 348. Studd & Sill.

2. Where the collateral undertaking is subsequent to the creation of the debt, it was not the instrument to create the subsisting liability in the ground of the promise without any separate unconnected instrument. There must be some further consideration shewn showing an immediate right to such liability for the consideration of which the original debt will not attach to this subsequent promise. 8 John 29. 20th. 4th. Hill v. Hutchinson. 7 M. 201. Charter, 5 East 10. Bacon v. Watson.

3. A third class is when the promise to pay the debt of another arises, out of some new original consideration of benefit to the promissee moving between the newly contracting parties, this class is not within the St. 1 second. 211. 8. 8 John 29.
Promissory notes are to be observed — if the promise made for the benefit of an original is original it is binding the promisee-

Secures of collection. — D Neg. 1057. Cas. 622, 15 Wil. 200. Esq. 101. June 1888. — In the latter case it is a promise to answer for the debt of another — in the former it is not. Note. The word collection is not used in the Stat.

A promise is void:

1. When the third person for whom benefit it is made is not liable to call to the promisee so that there is no debt to enforce. Act. 209-10. Packer Co. 212. Full 281. June 1921.

2. When its liability is extinguished on the making the promise. Act. 223-4. Cooper (N.D. 253)

3. When there is a new consideration arising out of a new distinct transaction, favoring the promisee (Act. 232-5. Esq. 296) so that the debt is only the measure of what is to be held for another object. But when the promise is merely in aid of constraining or continuing liability on the part of such third person, or to preserve credit from him, in where the promise is done to

introduce (not furnish merely as additional remedy) it is collateral. Therefore within the Stat. 2 D, D 457. Full 205.

2 Wil. 94. * 5 186. * 2 D 1082. Sec. 235. Esq. 101. 187. 158. 138, 1881, 120. Esq. 191-2. Packer Co. 212. 1. E. A. Law to a merchant "deliver goods to A & I charge them to me" or "deliver this... 2. I will pay you" the promise is original for A is not liable at all. A is the original debtor. 2 D 81. 1743. 120. Esq. 1082.

Act. 207. 16. It is not a promise to answer for the debt of another.
To discharge the debt of another.

And if a new act of debt is not presented to the court, the act of debt is not valid.

The act of debt should be executed in the manner prescribed by law. (Cite 228)

It is then the act of debt which is to be executed in the manner prescribed by law.

To discharge the debt under the said act of debt.

The court will see the act of debt has been executed in the manner prescribed by law. (Cite 228)

To discharge the debt under the said act of debt.

The court will see the act of debt has been executed in the manner prescribed by law. (Cite 228)

This will be the case where the court has been convinced of the intention of the parties.

It is then the act of debt which is to be executed in the manner prescribed by law. (Cite 228)

To discharge the debt under the said act of debt.

The court will see the act of debt has been executed in the manner prescribed by law. (Cite 228)

To discharge the debt under the said act of debt.

The court will see the act of debt has been executed in the manner prescribed by law. (Cite 228)

To discharge the debt under the said act of debt.

The court will see the act of debt has been executed in the manner prescribed by law. (Cite 228)
The question is, to whom was the original debt of goods?

Said in 5 March 1836 cites 4 by 10 March 1832 that a promise to pay the debt of another is not within the 6th if founded on a new a distinct meaning as where an oral or implied promise transferred to him by B's promise to pay a debt due to C from B. Where promise is evidence of the promise. Example: 10 March 1832 21 c. 24 145

Said in 5 March 1836 that a place of It's found in case it's not necessary that the promise be in writing as it is a point the promise must be made under the 4th. One special exception contrary 15 c. 416 4 by 10 March 1832.
The premises being entire if void in part, it is void in toto.
21 b.c. 145 yk. 201 yk. 228 yk. a person to pay the
rent due for landlord will release the premises and if
a good & lawful the remaining rent which is void
by law the whole premises is void.

Off. leaving unpaid his 1st. of 1st. for debt of which
Off., consented to pay all this penalty to defendant agree-
understood to pay off the debt, clear from it. The Off.
withdrawing this 2nd. Halt that debt. premises were not
within the 2d. 2d. 3d. In 3d. a levy on the good
purchases to be necessary otherwise no consideration for
Off.
To pay the debt of another

As a general rule a promise that a third person shall do an act for the benefit of another for which the promisee would be liable is collateral - 23, 1086.

Laws of the United Kingdom - 23, 1086.

So an agent keeps goods at another's request, it is not deemed to be his principal the agent is bound without writing (Book 228, 1086) to do the act which is for his interest - Sems to make the promise collateral it is necessary that the benefit for whom the benefit be should not only be liable but that he should be or become liable at the time when the promise is made - 228, 1086. 228, 1086. 1086. 228, 1086. 1086.

If the promise is to one of several persons already liable it is not within the statute - 228, 1086. 228, 1086. 228, 1086.
To pay the debt of another.

to the distinction under this head of cases. The promise is
original the common action of Impressa is plaintiff
not stating the said agreement it is for the
promisor is the original debtor. Here, where the
promisor is defendant, there is special declaration
of repayment, pay
Rob. 216, Bun. 23, 2 Leav. 201
Decr. 10, 1847.

2. A promise in consideration that the promisee
will afterwards a debt against a third person is
original, but it is not in aid of a continuing liability
in the third person or to obtain credit for him. Ex. Bun.
Leav. 216, 217, I will pay the debt for them. Bun. 1884, 2890
admitted N 120, gu Rob. 223, 2 N 130, 2 East 325
Did you what the rule is not correct. What is
the promise to do? not the debt of C. For it is
extinguished. The former debt against C is only
a mere covenant, but consideration is rarely sufficient of
being considered as a promisee.

When promisor
is bound, by force of the debt of another or clearly not within
the same, there is a promise not to pay the debt of
another last to pay for a transfer of it. Rob. 226
N 120, 130, 2 East 325.

So in Williams v. LeFan
where the Chancellor seemed to chuse in a goods now the
Debt, to whom they had been assigned
promised to pay the next to the last of Officers not distress
redemption goods he is a remaining liable.

To be
If A, say 2 B, guarantee C, with gocs. I will guarantee the person. This is not lawful to guarantee at all if the debt is not liable to be guaranteed. 

34. L. 24 per Petalem. fos. 110 and 172 new folio.

A promise by one person to indemnify another for becoming a guarantee for a third is not within
the law. It needs must be in writing and the assumption of respon
sibility in a debt or vice. 4 March 1687.
2. Applies only where promissory notes are the relation of debtor to creditor and the principal debtor as if the promise is as a stuff consideration passing between themselves that a stranger shall pay as any other act this is an original undertaking 1790 but if the third person wishes to obtain credit of B. as for instance of a note he can receive d A. amen of a his remedy. As promise must be in writing
leave when which he gave up in favor of Deft on his promise to pay (June 1838 - Prob E 218 - 2 Est. 325.) The consideration in that case was of a new distinct transaction between the parties, the promissory note there being no consideration of the facts, being distinctly stated in Deft's favor. The debt was only the remainder of the sum to be paid Dec. 25 - Dec. 26. Vol. 367. 193 - 293. Est. 325.

where

one under a moral obligation to pay for a benefit received by another a second promise will lend his

En. Medicine furnishes a precedent. The overseer,

afterwards promise to pay first - the promise

is binding. A promise made by a principal to his agent to indemnify

for the latter, for a loss sustained by him in the transaction, service

occasioned by the wrongful act of another is not within the

18. 16, 319. 3. Miscellaneous Rules

A promise to keep a certain sum in consideration of prom-

isee withdrawing a suit against J.S. for assessing

but they have been returned original for there was

no debit from J.S. - it did not appear that there

was any debit on the books. Dec. 25 - 185. 185-

185. 208. - Rob. 208. 33. - Prob. E 219. - The promise

was not for performance of the second duty, J.S.

was never liable to pay the particular sum named

in the particular duty which the promise intimated

to create.

Where must exist a debt or duty ascertain-

able of being ascertained at the time of the
Miscellaneous Rules

promise: Rob. 57, to bring the promise within the suit.

But a promise to perform an existing promise's,

staying a suit but against 2.5, for a debt in collateral

The debt subsists as against 2.5, no lien or interest

opposed in abandonment by the promisee Rob. 203-38

2 Wil. 94, B. L. 1887, age = 56 201, Dec 2 12:01 3:12

promise

that in consideration of promise, performing an action of

torture against 2.5, the promisee would pay the claim

is within the suit. 2 Dec 415 - same debt - it is to

lay the same seems subjective 18 is liable to pay

the cause of the injury.

I write this without it

in consideration of promise, without causing

would it not be good in Eg. as a strict it declares

off course to bring an other suit - so that the liability

of 2.5 is extinguished. 20 it is not good - since it

reduces them complex operation.

promise to pay the

debt of 2.5 to 1. If would release 2.5 taken on

more money, to collect the 2 and owe - for the debt

continued 2.5 - may be satisfied again - hence

I conclude if he had been taken on final payment

more than converted released - for releasing would

change the debtor. B. L. 129 2 03, 13 58, 2 525

9, 001, 2 001, 2 021, 3 741, 3 11.

Some have supposed that when

there arise a new consideration a bond becomes to
as between diffe. apuinors of a dene in action by
aprox apoinment from the same scrum ple
and then in time will be preferred the regen
no locatio to the dedue apuine or detten
But to descrue the rights of the sort apuine
in between main or the detten the latter must
be notified for if he pay the original creditor
or dedue apuine, before notice of the sort
apuinsment, such apoinment will be good still
280. 11,000 488.4 do 450
Under audit of goods on the date of goods the larger
than neither takes or due for them until he has
either paid or London these pieces £30 22s 1/2d
323 3/2s 54 6/3 2s 3/4 d 1/4 41. But of these to
all absolute money without receiving the pieces
No paper, paper 16 1/4 5 20 3 247 7 10 4 4 4
13 June 1734
miscellaneous rules

to answer for the debt of another is good whether the consideration move to promise or not out of a distinct transaction & whether the debt is discharge or not (Burn 1884 & 158 930) & for forbearance of suit - but this is not law - see 2 Wr. 74, Nov. 232 - Bull 281 - 2 Doug 437 7 13 201

stat

would be applying to the rule under it the same as at 2 & (Dol 238) for the promisor becoming void not be good at all - without consideration - it is the promisor in writing it is not good without consideration. Dol 186 74 246. 50 str 350

written promissory to pay the debt of another it becomes not by themselves it is discharged by promise & only changeing granting indulgence to the elebor. 180

an action of assumpsit - to hearing the necessity of

of will present the application of the rule as lie among deeds into court. 288 Pooil 8 244

When according to the

abovesaid the promissory must be written to be legally

it is not necessary in declaring to learn that it is


This

rule notes as to all contracts antedated by the

for it introduce a new rule of evidence only not

a new rule of pleading. Laws 186 246. 12 187 54. 23 A 635
Thus, precludes the declaration as prior to any written contract containing express promises and specifications. Sec.

If such contract is pleaded in bar of another action. 2 R. 191. 2 Sc. 304. B. U. 157. 4 Sc. 450. Greater strictness is

required in a bar than in a declaration. But it is necessary

in declaring as in pleading to show a consideration.

* * * 280 - 2 Sc. 350 - 290 - 282

Where a contract to pay the debt of

another decree to see some other thing is within the

date in later instance one part of an entire contract is and

the whole is so construed. 2 Vent. 228. 4 Sc. 221 - 290 - 229. 170. 27 - 281. 4 Sc. 130 - 290. 420. In both facts

must be pleaded on.

III. In consideration of Marriage

This document as not to promises to many persons one


100 - 1 Sc. 65. 111. 171. 411 / 290 - 290

It relates only to agreements in consideration

of marriage that is such a word in consideration of

marriage settlement or family provision. 290 - 290

234 - 18 - 290. 290. 290 - 290. 290. 290

Mutual of binding must be written

or given an option not to this unless except in case of

grant, performance - Formerly declared whether a

such agreement of this kind would not be good if

it was stipulated that it should be reduced to

writing. 290. 290. 290. 290. 290.
In consideration of marriage

But such stipulation it seems to me constitute
I do not trace the same out or the Text 3 Prov 28
Ps 40:1 - 5 Let. 574 - Nov. 196

If a clear and stipulation
is made to the execution of it is perfected by virtue of
the party & then marriage takes effect. Equity will
receive - 1 Ec 6:17 Nov. 198 - 126 P 26 526 - 1 P 28 61 -

And this is done by way of relief against fraud. I conclude
2 or find promise or marriage is a sufficient consider-
ation to support a settlement made in pursuance of it after marriage or to support a promise in
writing after marriage. 5 Tha. 236 - 2 Le. 1146 - 1 N 29 196 -
Nov. 193 260

A letter signed by one party is a writing
within the Stat - 1 Test. 19 236. Lch. 32 2 - 315. 1 P 28 3
1 P 27 2 330 - 2 Kent. 361 P 26 550 - 3 Let. 574 - Nov. 105 96

- but it must appear that the other party accepted the terms
contained in the letter & acted in contemplation of them. I
proceeded to many other wise it is not binding. Thus where
the party to whom the letter was sent in an agreement of the
promise contained in it is the time of the marriage it
was not altered. 1 P 26 199. 238. 65 - 1 P 28 237. 90 -
9 Tha. 3 - Nov. 107 92

A letter written to one's assign
stating the terms of an agreement already made by
parties has been held sufficient. 3 Let. 593 - Nov. 121
This is not a written agreement, but a written mem-
orandum of it - written evidence
A must be made distinctly the terms of the agreement.

For the sale of lands &c.

Land or an interest in them, (Rent 50)

Cutting amended.

To land of not in settlement of remained is not within the State & having to be lot 126 - 6 East 602 - S.E. N.P. & 11 East 362 - 1 West, 1 N.P. 50

Plot 214 - (Lot 65 - B.C. 182 - B.C. 202 - B.C. 597)

For verbal agreement between the owner to sell fair of the land that each shall have a certain part of the rents & good lands, 120 - 397, for the rent is not considered as land.

For the 2nd year, rent to be paid for three years is good. Each agreement is to be good independently of the provisions of Act 1810.

A pencilled note is:

Whether a verbal contract was to land or not if it was part of the agreement that it should be written. (Pam 39 1805 37 - E. Ca. 17)

Now settle the title: (Barn 284 - 10 Re. 350 - x 225 60 x 76.15 - Rot 149)

Pencilled note to say for land.
3 Day 484

If A. holds lands in trust for B. 2 agreeably to said trust, any sum of money paid by A. to the account of B. for the benefit of said trust is not within the 2d 10 March 489. But if the person paying the money, believe it to be the trust B. would have from A. again is repaying to A. and trust is within the 2d 5 June 182.

Where there are entire contracts to do several things, some of which are within the 2d 10 May 180. 1 Geo. II. Ch. 3. § 10. 10 Geo. C. 104. & 11 Geo. 14. 33. C. 33109.
Plead against the owner of land that if another will withdraw
it of another he will demand on all claim to it cannot be
given in evidence at law in an action by such owner
against such purchaser to recover part of the land as found 5 88
line 6 other 64 16 16 5 8 6
For the sale of lands.

lought is good about 30-45. But our court of errors
had decided that the law does not include a law
for the valuation. Once decided in the court of errors
by a majority of the court of errors, at the time of granting to the
precaution of the supreme court, was over the
state. In the same court, was within the
state.

But the agreement for
the sale of lands are binding in some cases the state
notwithstanding.

Such agreements are good under the
state if favorable constitutionally with the spirit of the
act and rules of evidence. There is no inherent invalidity
in the contract. The difficulty is in proving. The state
merely introduces a measure of evidence to prevent
frauds and prejudices.

1. Where there is no change of
hand in selling and enforcing the agreement. The
same kind of not to be within the state of it of the act
of Congress. In order to perform the agreement the state
in its course requires the agreement. No change of
hand in selling is acting, and such force. Row 271, 192
and. 221,447 O. 12, 208, 374. 2. Ct. 184, 53. 3. 3, 621
600 23. 6, 568. Amb. 586. Sec. 6. 1. 37. 534.

Besides

203. Row 292. the contract is in writing. It is in the manner
in that case of Deft. does not insist on the Stat. he clearly
decedent. Rob. 38. 61. 23. 2d. 506. 4th. 23. 25. 28. 25.
So if he expressly admit to a desire of performance. Rob. 9.
off. alleges a written agreement evidence of a past one will
be good. If Deft. does not insist on the Stat. Rob. 15.
2d. to the
first example- if the Deft. the admitting the agreement on
the Stat. by plea. can the agreement be enforced Rob. 15.
2d. 28. 374. 25. 29. 216. see 2d. late. 3. that Equity would
deny it. Deft. has insist on not performing at 2d. 15.
Deft. does insist on the Stat. by pleading yet believing
enforced the agreement in his answer the plea was
overruled. 2d. the same agreement denied. 2d 28. 15.
2d. 150. rule laid down generally that an agreement
enforced is out of the Stat. is decided contrary at law- that
so the Deft. having enforced the agreement by answer is
seven years insists on the Stat. he is not liable on the
agreement. 2d 15. 249. 2d. 28. 258. 23
Rob. 23. 158. 2d. 2d. Ch. 563.
So in 2d. Ch. 553 the plea
of the Stat. was allowed. To this I would add the the agreement
was not denied. But the claim was on the special
circumstances of the case 2d. 569. The agreement was
incomplete only general terms by way of instruction
to an jury. In particular terms not settled. Loc. when
rendered was taken. See Rob. 15. D. 28. 38. 61. 23.
4th. 23. 28. 506. 2d. 563. Here the agreement was not enforced
A. Leased to B. Means for a term of year during
the term it was agreed by part that if A. would make
a certain repair & c. & pay five $5. additional cost the
remainder of the term second year being unpaid. Held
that the agreement to pay the $5. was not within the time
H. incurred on no additional interest in the length
past due to B. He having the same interest as at first.
A & B the agreement to pay for the remainder of the terms
was not an agreement not to be performed within one year
as notice was given for performance by landlord.
As against the said land does not imply a licence to
enter & cut trees, nor a licence to enter & cut
authority to enter & tenor of the 35 331, so that of tenors
is cut owner of land may recover its value 3 March 108
so where tenant for years of will & machinery
the machinery & it was held as op'-cept their hail
that the purchase erjex. see title 5 Barn 20th 826
it remain quantum ventura 1 Feb. 17/8 Rob. 158-18 Oct. 29
said 2 Rob 258 he say it seem to be now nearly established
that Delf may assent to lead the Stat. cites 1 W. 3 48
Rob. 117-12-see Ch. 20 416

[Note: In the Stat. present
[Note: writing on the Stat. present
[Note: amending on the Stat. present
[Note: among the Stat. present
[Note: the rule itself that contravention
[Note: in the agreement to the same
[Note: the agreement in the Stat. present
[Note: it seems arbitrary to Grundy]
[Note: the court knowing the agreement to be by hand, correspondence in
[Note: in which it is not stated why not in the
[Note: a little change of pressure in the one concern to the other.

It is a question whether a Delf-
in-Chambers or a Delf for specific performance of a legal
agreement for sale of lands it is bound duty to
confess or deny it in his answer (Fork, 158) by
D. Mansfield that he is executed by D. Thurlow
383, 562. 21 Oct. 158. 60 2 10th. 155
6th of 4 17th 4. D. Thurlow of the same opinion that
the only effect of the Statute with proof of the agreement
in thence the Delf from proving it aliunde 25 6 62-
59. (Fork, 158. 60 2 10th. 155)

It is that if Delf claims it will not
[Note: cannot prove it 6th 29. D. Mansfield Handewich
[Note: Manxfield 2 Thurlow held that a Delf in these
time out of the Stat. D. Nolle - Eyre 2 Elden of the
[Note: contrary opinion 2 17/8 65- because compelling a
[Note: to confess a legal agreement lays him under
a temptation to commit injury. What then. Does not this objection hold equally in every case in which debt in Chancery is bound to answer injury by debt. In what case intended to account. Besides this objection might be urged against compelling an answer even if the agreement were written; in which case however the debt is clearly capable of answer. If he is bound to compell an answer. It follows that this unpleased transact the agreement out of the debt. And their investing on the debt will not avoid heirs £160 per if it would not exclude compell them to compell a claim. 1 and 22. 12.

Is there

also been added in this fact that is going to a personal agreement for sale of lands do the her charge it by custom must be bound by it if a previous agreement at court can be proved. Letter 1107. 1 Nov. 252. Guenther le law.

Upon the principle that there is change of fraud or injury in the fraud a personal contract for merchandising of lands be at a condition sale before amaturous in Chancery under an order of court is binding.

1 Nov. 255. 1 Nov. 218. 28. 1787. 28. 1822 29. 1839. 283. 1840. 934. 20. 115

How could this be if the debt made the personal contract void?

For a bond agreement between the solicitors in Chancery in a suit between me and now. was

Place. 13. 1. 324. 20. 115.
A. with 13 money purchased land of C. It is said that a resulting trust to be cannot be created by fraud. 1P 324
Ps 134 Rv 94. Contral 1 John 20 15 v s, s. 37. 1 John 6 53 - 3 N 6 361 1 Sam 3 67. 3 John 221 and 11 10 1

If there is a bona fide contract to convey land and nothing is paid to the vendor afterward during the time the vendor refuses to convey, he is liable to suit for damages. March 397 - 2 Bl 1 1078. When the plaintiff fails to prove that in addition to the covenant there remains another claim for the difference between the original price and the market value, 2 March 406
To put the cause of good order in great business

And showed a clear court a necessary thing

A letter came to have a better lot to

In doing all the good that I can to

The letter of some is an attempt to put the

I found yet the cause cannot be done to think that all my passages

Which are not pass my time to answer a letter upon

The letter of some is as of all the intentions

To put the cause of good order in great business

And showed a clear court a necessary thing

A letter came to have a better lot to

In doing all the good that I can to

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Which are not pass my time to answer a letter upon

The letter of some is as of all the intentions
To the above, Engr. the following a hand contract respecting a
contract in land as is in a parcel from the common flat on
parts in a corner, which there is no chance of paying
$200 of lands by absolute deed, but vendor at the
expiration of the same, is to be paid in full to the
execution of such an obligation to the vendor to the
extent of the consideration received in consideration
lays the lands, do not amount for profits, being
not to pay interest on the obligation from there, but
it is understood to be implied for concurrence to be considered
as made by virtue of a formal agreement in lieu of
Yale 20, 25. 424, 10. 11th 811. 20. 5 49. 41
Nov. 108.

2. Other exceptions to general rules introduced by Stat.

1. Nov. 50.
2. Nov. 294.

So that when a party is not performing
a formal agreement will receive a greater force
on the other than where it is from a mere breach
of the agreement itself. He is in general held to
the performance. Therefore if a formal agreement
is exactly performed on one side at the request on
will be the contract of the other party will bind the latter
Nov. 873. 12. A lease to be by hand for 20 years. Return under
the lease 2 inches of leaves in each notation.
The contract is agreed in Equity No. 283 - Nov. 13, 1795
Bar. 44. Puc. 290. 1821 1827. Feb. 341. 1823 1822
Oct. 79 - Others are to set a mark of his own
St. 3a - Other wise he might take advantage of his own
purpose. For his accepting of assenting hand
G. G. St. 3a - to perform himself is by itself un
found 3. No. 46 1833. 2. Ega 1833 1823
1813 1813 1813 1817
Deliver the acts done acquiring
after certain true evidence of the agreement &
the actions of buying or exchanging over 800 - in which
this circumstance being of the location Bob 181 -

alone, the agreement has been enforced by the terms
of it were not precisely settled by the location. Dec. 14. 1832
2. Ega 1833 1823 1823

Delivering possession of land in some

Subsequent agreement is a sufficient act performed by
the lessee. Dec. 209 1824 1823 1822 1824 1822
Feb. 1831 1813 1812. 9. Oct. 79. 1817. 1812 1812
Aug. 5 1817 1817 1817 1817 1817

and taking possession under

the agreement is deemed sufficient notice to an
subsequent purchaser. St. 20. 1822 1817 - So that the first
encumbrance under the rental agreement will hold

fragment of

neither 1812 of the circumstances & a certain

Land agreement has been notice to be such a
and performance will take the agreement out of the statute.

This is not in fact, performance, but subsequent to it.

In fact, performance was performance of the agreement, but

amenable only in making the contracts or forms in

dispensation. In this case, cap. 200, section 1

may be involved for non-performance. For, in a fragment

government does not take the case out of the statute.

The evidence itself may be capable to

2. Section whether the receipt of the money

in fact, performance may be proved by proof of

200, section 10, if not

the statute shall remain idle, cap. 200, in a letter 2.

by proof

The argument in fact, performed by the deeds will

be deemed against the heirs of vendor, cap. 300, 2 letter 2

But, to be the proof, argument out of the statute.

this ground, the act done must be such as would prejudice

the party claiming, unless the agreement were injured.

Plaintiff's performance by one of the parties will

not limit the other to evidence. 2 sect 151, cap. 300, 62

But, in the act claimed to have been done in

fact, performance must be such as in this opinion
of the court would not have been done without a view to
perform this agreement. Deed it was considered
as part performance of the promise—and to the same
extent. A continuance in proposition—

3 Vols. 278

Lamb 586. P Marvel 756—1 Tombre 175—1 B. Ch 412—1 Ath 12—
6 3r. 6 Ab. 45—

Giving sufficient time to give the solicitation for conveyance giving
conveyance giving time to give the solicitation for conveyance giving

conveyance giving time to give the solicitation for conveyance giving

Marriage itself

is not considered as part performance of a hand
agreement in consideration of marriage—either
the parties to the marriage—only the terms of such
contracts are not to have effect unless the
marriage take place. To consider marriage
then as part performance would take the every case
out of the suit—& leave the contract as.

1 Paw 309, 130. 74. P Marvel 561. 13 Bre. 38. 13th. 618. 106 196

But

it is said that a hand covenant in consideration of
marriage by a third person is a covenant to one of
the parties is taken out of the suit by marriage
if it takes place with the personal. Scar a hand
would be practiced on the parties to the marriage
1 Paw 308. 236c 38. 24th. 30m. 201—10 Dec. 209
Consideration money paid for takin 2 valuable improvements made in eq. to be a case out of the

A & B by hand agree to exchange sums
A gives to B. the note of G. to be forfeited if A
does not exchange sums - A. then requests to
exchange - he states that A. may recover if B. the
money he receives on B's note because the contract
to exchange being by hand is void for want
of consid. 15 Jan. 504.
There can be no fraudulent representation of being the cause of land indebted and the bestower being upon it in the expectation of becoming joint owners the better ordinary of the joint more deemed the content for one of the common courts for such a deed. It is an objection that the content in form is meant in land trust by citing
16 March 25 2 Decr 415 18 Novr 803 13 March 54

Part performance of a land covenant will not take a case out of the St. unless the title of A distinctly appears or can
make out to the satisfaction of the Court. 18 Decr. 1831 284
Nov. 1831 350 30th 503 5 Nov. 470 bond 584
Nov. 231. Other if performance is claimed it is on the
question of fraud. 13 Decr. 284 1 Nov 231 1 Decr. 417

Lately committed in damages is made instead of the
performance where damages will ensure the proper of fairness.
13 Decr. 284 5 Nov 713 1 Nov 185 2 Decr. 1 540. 1 Decr. 22.
To whose the wife was allowed by the husband during her lifetime to retain the interest of a certain sum which he had before marriage agreed to settle to her separate use. The agreement was adjusted, lending on the ground of joint performance. Page 204 Nov. 29th. Incurred husband to be bound by his own joint performance as long as he to the wife. Note the idea declared on the several circumstances to cutting down timber in permanence of a marriage agreement was handed a sufficient joint performance. Page 204. 2 by Ca 29th.

In the event of the husband that joint performance in paying money does not take care out of the state tree done by the 2nd at a complete performance in one deed by payment of money the 3rd 30th the 5th to have since between joint payment sufficient. 2 Dec. 22nd that payment of joint & making repairs takes it out of the 2nd.

When the principle to prevent every even a written contract respecting an interest in land on any other subject may be contradicted by having the joint agreement that there was a fraud in the execution of the instrument. Engraving having obtained a deed refused to execute a difference according to the agreement. Prob 220 3 letter 389. 5 Nov. 425. 122 and 188 10th 620. 2 letter 215 By Ca 30. Page 204 part of a one lamson 8 letter 269.

So such sound contract may
For the sale of lands

Levied where it is only inducement to an action
for fraud, for the action is not in the contract.

For the same may be done in case of
mistake in the description. 1 Rob. 184, 98. 1 Wm. 457
2 Ath. 203. 12 Geo. 443. 2 Ath. 284. 5 Wm. 69. Rich. 89.

So a written agreement
as above may be controlled by a hand one to rebut our
equity. 24. Written agreement afterwards discharged
by hand 2 Wm. 297. 3 Wm. 240. 1 Geo. 294. This rule
is previous to Equity.

In E. 1662. Indebtedness agreement
for rent. If no written one, once a bond, leave to the agreement
as to the rent may be gain in evidence to ascertain the
amount. 15 Eliz. 168. 57 Edw. 32. 3 Chas. 1241. 17 Edw. 375
15 Eliz. 1444

At this point it was not clear for rent the
Pench. 231. 5 Geo. 243. 3 Geo. 244. 154. Geo. 5. 51. Debt lien nonetheless
at the higher remedy, ye. on the lessee.

In this case:

A lien does not create a tenancy at will. It is a mere
liens, but Assumption lies on a quantum secolot
1 Wm. 238. 20 Geo. 238. 45 Geo. 1473. 238.
Within one year

Contracts not to be performed
within one year from the making, to be renewed or do an act two years hence.

Under the

since

to any agreements concerning bonds or tenements

Sec. 282. Nov. 157. 2. 91. 32.

Because I suppose the

proceeding clause has made all the promises intended to be made as to contracts of that kind before that a

and instead of this kind encreased or partly included,

it is binding I conclude for they are in general of no

effect whenever they be performed 2. 3. 89.

Where the

performance is to take place on a contingent event

which may or may not happen within a year

that contract is not within the statute. On the other

return the case to l. 8. 1. Nov. 282. Dec. 186. Sec. 1. 280. 5. 2.

Sec. 281. Nov. 157. 2. 91. 32. 2. 19. 12. 19. 3. 19. 12. 19. 2. 114

To take on the meaning of 2. 3. 89. 2. 2. 8. 1. 2. 19. 12. 19. 2. 114

to a promise to leave a sum of money to promise by

with Sec. 280. 2. 1281.

To make the contract binding

that is, none of the contingent happening within a

year for the contract is good on not ab initio 2. 3. 89.

Burr. 1281.

This clause then extends to contracts only

while according to their statute terms are not to be
Informed within a year of B. 1281- Pech 8 214

and even as to these it seems where the promise is made above or containing a certain consideration as good as the bond to be informed within a year from the time when the consideration is completed. By Bond requires to be for binding one child for two years without a

Rule applying to all or several of the contracts contemplated by the statute

The construction of the statute is the same as the meaning at law, the remedy or relief may be different. 16B 600.

314 B. 618 1 Yrb 22

Intention of the legislature governs both the construction and the meaning of the language that intent.

Pec 214. "Agreement made on memorandum in writing" no writing I suppose which is intended to be the evidence of the contract in an agreement or note or memorandum within the statute. As a letter written, given before in a note 1 Ext. 159. Pec 285. Vol 105

232 Ch 292- p. 218. 1 Ext. 508. 11 B. 201- 23822.

A letter written by one own agent stating the terms of an agreement made not sufficient 1 Ext. 508. Vol 121. But it must distinctly specify the terms of the agreement.

Sces not binding 1 Ext. 199. In 23 B. 500. 1 Ext. 421.
A promise raised by implication of law is not within the Act 150

So bring a case within the Act 150 there must be a specific express agreement not to be performed within a year 10 days 244 7 hours 36 min 10 March 1828

Under the Section of Act 150 there must be some disregard of ownership to constitute an exception. The employer is liable to make him a wages before completed employment or wherein the person is first done work to a bill upon that. Can it he liable to be an exception? 25th. L. 48. 333. 13. 8th. 44. 57th. 1st Est. 192. Bac. St. Cro. C. 11 G. L. 390

If the memorandum do not specify the price with the law there is a reasonable price was intended and if does not make the contract is expanded 25th. June 1828. for, Germany only 25 G. L. 173. 211
From order demand advice he is bound to receive some with all due dilil, but if he does he must pay for three
15 Bond 221. 100 N 35. 6 O 114 of B. 1 35
for by receiving a part he abandons the entire of the
contract. Article 112.

She an authority to convey lands must by Stat
be in writing. Yet an authority to contract for
a conveyance may be by word. Still 112. 24 Bond
335 340. 23. 237.
But the terms may be made certain by reference to other documents or extrinsic facts. In Cin. 318 Rob 294 IV 161 p. 250-2 Rob 283. 
Agreement to convey for the same price. 
In so far as it must appear that the other party accepted the terms as set forth in the offer 3d. Rob 159 2 P.W. 65. 
Paw 287 q d 1609. Where there is no agreement. 
W. 165-127 Rob 107-92.

When the writing refers to something extrinsically where it is to be made certain of the subject is not made sufficiently certain by the writing reference itself only factual proof is admitted to make it more so Rob 108. W. 165 p. 286. Ref. Reference to a deed which does not contain the subject or terms.

An instrument written or formed by one of the parties containing the terms is a sufficient note 3d. Rob 159 2 P.W. 65. 
And the consideration must be in primum in writing the agreement to be ineffect to be in writing by the 3d. Rob 108 Rob 116-207 6d. 1897.

Sec. Into contracts for the sale of goods under the Eng. Stat. note or memorandum only is mentioned to Stat 17 "agreement." is not.

An instrument intended as a deed but failing to operate consists from the execution of some
recourse or by a change in the relative situation of the parties, may be considered in equity an agreement in evidence of an agreement. Ex. 2 Rob. to one of two intended husband to convey land to her 2 29 32. Rob. 109
Being as a debitation in future it was a bond avoided by the marriage. An agreement imports the fruition of both parties hence a necessity in a written form is no evidence of an agreement between landlord and tenant 1 29 32. Rob. 109.

Signing or What?
Not only a subscription in hand form but the name of the party to be bound written in any part of the instrument is intended to give authenticity to it is a sufficient signing. 1 Web. 118. 2 Lea. 52. 3 Ves. 6 c. 5 503. 1 Dov. 283. 8 E. 4. 8 H. 2. 13. Ex. 2 Rob. agree with C. D. to sell his 3 acres not reembled it is sufficient. Ex. 28. 3 Lea. 39. P. 5. 2 Rob. 129. 3 Lea. 50. 9 H. 7. 149. 2 283. 178 190. Senec where the name written in the body of the instrument is not intended to give authenticity to it Ex. A having agreed to leave by hand wrote instructions for drawing the lease no terrors. "The lease to be signed by the party to the lease" the signature of C. D. the tenant's name already written merely to explain the stipulations not to authenticate the instrument 1 29 32. Rob. 109. 1 29 32. Rob. 109.
10 Oct 1792

A memorandum for the sale of lands to be valid within the State must not only be signed by the parties, but must contain all the essential requisites of a contract that they may be understood from the writing itself or some proper to which it refers, without the necessity of proving to have been 12 Nov. 1766 or the price to be given 10th. 12. 14th. 1768.

Preliminary 500 £ East 410 3 Boro 318 3 Lebanon 1419 Preliminary 574.

75 £ £ 35 2 Newn 415 1 Newn 279 1212 £ 280 1 £ 526.

For an agreement cannot be partly in writing & partly in hand. 13 Dec. being that part being in hand by the writing cannot beproved. 123 £ 282 2 Barons, 135 £ 2nd. 114

Where partial performance is set up to take in case out of the 1st, the party cannot want to find evidence to aid the written memorandum 1212 £ 279.
The authority of an agent to sign may be conferred orally.
25 c.s. 17.
It seems to have been formally ascertained that alteration
made by one party with the other hand in the writing
of the agreement was a sufficient signing—Nov 220
But their opinion is overruled 10th 166 14th 284—

But the signature of one or or subscribing witness
the knowing the contents is a sufficient signing to
be valid to any statute action seated in the writing
in the part of the marriage articles seated that
the matter of one of the parties had agreed to advance
£1000 as a foftie 2 were subscribed by her as a witness
she was held to be bound the next in forma jura
for the signing was intended to give certainty—
Nov 8th 166 318 12th 284—The subscribing witness
may be considered in such case as having adopted
the agreement Rob 123—

Who must sign

Since the party against whom he has signed is there
the knowledge of the contents of the other being
an agreement did not proceed 3 to sign this he himself
does not get bound 13th 8 5th 12th 26th 28th 166 12th 286—
2nd 273 16th 20th 2 32—
2nd 25th 15th 12th 17th—16th 11th 11th 11th 11th 11th

In the last case it is said

It is also bound for recognising 3 to sign made 82—
subscription authorized by 2 2 a signing by the
The must sign.

Provision of the grant is equivalent to a signing by his agent 10th Nov. 287 18th Dec. 21 2oth Dec. 124 1921

the fact that signing being a brief for specific performance he is bound to deliver for he is recognizing

2 virtually affirming the agreement as to his

10th Dec. 124

So auctioneer's subscribing the highest bidder's name to the condition of sale is said to be a sufficient

signing for both parties. In this subscribing he is said to act as agent for both. 4th Nov. 280 30th 310

10th Dec. 124 = 8.725. 51. a.m. that this is not an agreement in writing

that was a sale at auction of the after sales of land.

The rule is broader to apply only to the sale of goods. 18th Dec. 124 1st Dec. 124 1st Dec. 8.


It has been doubted whether sales at public auction are

controlled by the statute at all, the transaction being

public but no change of price. 12th Dec. 280 3rd Dec. 600 3rd Dec. 1921

but it does not appear by any direct authority or any

reasonable rule of construction that such sales stand upon

a footing different from others

A limited name may be a

sufficient signature. 24th Dec. 280 3rd Dec. the name limited 239 239 24th Dec. the name is

limited by his instrument and upon

a footing different from others

A limited name may be a

sufficient signature. 24th Dec. 280 3rd Dec. the name limited 239 239 24th Dec. the name is

limited by his instrument and upon

a footing different from others.
Selman Church. Died July 9, 1849, between 7 & 8 o'clock, P.M. A.E. 55.

A held a lease of 13 acres. He sold his interest to B., wrote his name upon the back of the lease & affixed his seal & delivered it to C., directing him to write an assignment over his name & deliver it to B. which was done. Held to be void under statute.

1849

it held a lease of 13 acres. He sold his interest to B. wrote his name upon the back of the lease & affixed his seal & delivered it to C.

Anno
should be in writing. The Stat. requires only that the agreement be in writing signed: Hol 145 - 3 W. 21. 127. 9 Ves 7. 251.

Not necessary that the identical contract stated should be signed. sufficient if it is known. You do not require that it is signed (Hol 127, 5 with 818 & 221. 503). Ep. letter to one's own agent stating the terms of an agreement can ready make.

The bare writing of an agreement with one's own hand cannot evidence with the receipt of signing. P. W. 776. 12-122.

**Necessary Consideration**

A contract is an agreement of a sufficient consideration to amount to a legal contract or thing. 281. 201. 1.1009.

According to this definition, consideration is the essence of every contract—the material cause of a contract, that in consideration or on account of which each party is induced to give his consent. (Paw 320-231-143-149. It must be valuable. 1-2. A good consideration is that of a money or mutual obligation between the parties. 281. 10, 144, 2621. Paw 261. Wm. 1127. 207. 837.

Such consideration in contracts executed is sufficient as between the parties. Ep. Grant by deed from fee simple to son. But as against
necessary consideration.

2. Valuable This consists in something valuable as among marriage. 2 312 97 361 423. 2 BW 176.

2. Secular. Where mule mode in action of four ways 1. By stipulating thus "Do ut des" as loan on bond or promise 2. By contract express or implied to be done.

2. Secular. as where labor or service is to be performed on both sides or performance on one side to some cut on the other or mutual performance.

2. Secular. as an act to be performed per se and 2. Do ut des. The counterpart of the letter or the letter invented as giving or agreeing to give something for an act to be done 2 314 44 1 354 355.

Contracts under these are divided into two kinds 1. Special 2. Simple.

A special contract is one which is entered into by deed or writing sealed 2 31 465 295 Col 171. A simple contract by the English law is a contract by word or
A count of $10,000 will never decline performer who the contract is made not revised. 1816 Col. 282 13th Mt. 11 23 Nov. 1 No. 36 1st W. Oct. 13. 2 Nov. 11 15 - 2 1268

In regard to cleared interest, an account under seal inserted at consideration at first 10th 1st 42nd 2 P. at 222 6th 6th 2. 17th Col. 1234.
A contract is not sealed. A contract is writing not sealed & external. A contract that is upon the same footing as if it were a seal or an attestation. It is well known that writing not sealed is mere evidence of a sealed contract.

In the written instrument containing a theft promise or warranty, neither sealed nor attested, are the same as if he therefore simple contracts are always verbal. 2 the England relating to special cases, the written contract not sealed as well as sealed. If they are, in an express promise or warranty.

It is clear that an express contract by itself is not binding without consideration. The contract must be reduced to writing or agreed to in writing is good set 6. If without writing consideration.

Consider 6. If 2 12 12, 12 12. The proposition is too broad.

Consider 6. If 2 12 12, 12 12. The proposition is too broad.
After a negotiable note is negotiated from person cannot
indeed in general clear the want of consideration because
a third person becomes the holder of the law merchant
guaranty 1 Paw 341 2 17 N 1 Clark 525 hence a fraud in
the third person

But at C. D merely reducing the
contract to writing does not supersede the necessity
of consideration. 2 I conceive that in strictness
in judgment of law as consideration is necessary to
the validity of a contract sealed instrument or
specialty. Mr. 1. Pf. need not more consideration
22. Deft cannot at law cover the want of it for
from the solemnity of the instrument consideration
is implied (1 W 374 1 Paw 232 8 Plowd 208 Turr
1571 1 Dow 234 2 131 449 1 Bland 209) consideration
being implied of Deft might eradicate it he might
contradict his deed which cannot be 1 Paw 340 2 131 205
Plowd 234 134 2 244 3 209 3 1350

Suppose that the
want of consideration appear upon the face of the specialty
2 it said 2 do consider 8 2 2 9 17 16 2072 2
1639 1711 35 2 38 1 Paw 268 7 67 40 2 152
result that one principle in
consideration is necessary to the validity of a specialty
but that it is binding unless the want of consideration
appears in the instrument en join some other instrument
of equal solemnity which is seal of the contract
12 16 95 1 Paw 341 that an voluntary covenant
The consideration of a promise within the Act 10 3d 242 80 29 11 do 221 13 do 175 10 Mard 250 6 cent 6 ct 81 17 13.

But a course implied from the terms of the instrument is not a course implied from the terms of the instrument is as effectual as an express clause set forth. 19 c.d. 55. 272 y do 414 1 Pat. 501 b c.d. 531 y do 328. C.t. agree to become security for R. now you have. "the consideration agreed to above" was the consideration of the debt in the exercise of the power of 16 c.d. 335 20 do 272. 55 10 Mard 253.
necessary consideration

under seal my nominal damages are recoverable at law. This supports the contract obligation. But is the amount of consideration required to appear in the instrument? What is the meaning? 3D W 222. Wex 574-2 P 98 248. Rob 660. 6 P E 12-1 Aht 10-05. 195. as to refusal on bonds, conveying bond in equity. 

consideration is necessary to any contract. it is required in its full extent to executory contracts only. A contract executory delivery of the subject is good without consideration. Between the parties a contract (B & A 258. Caw 25- Code 574. Part 955.) for the contract being executory, the contract the law will not restrain. It will not enforce the agreement if executory.

Note: that the consideration is paid in cash is evidence of the necessity of the existence of the consideration. It must exist only as to the amount & receipt of it. 1 Code 120. 1 Code 149. A consideration may arise in two ways: from something in consideration to the party promising or undertaking 1. from something in consideration to the party in whose favor 1. Rob 342. Ford 386. 1 Com 119. Rule too narrow. C. Mansfield 2d 290-9.

1. from something in consideration to promise 1. C. In consideration of my selling my home to 2. Is this day he
promises to pay ten years after - now the consideration is something decent agree to their

The quantum of consideration
is immaterial, the law declares not in that instance regard proper terms sufficient if there is any value

Ex. A covenant. 2 Vo 213, 225-232 212 Vol 280
284 677.

See or insignificant consideration are not
consideration in law Raw 372 - Ex 11, 11 oct 27
Ex 11 206.

But anything however trifling to be done by
the in whose favor the agreement is made is a
sufficient consideration - Ex. A lease to B - both
is to rent be charged and B to pay if
will then heir the lease - Shewing the Land gives
A an action on the premises 15 Fed 375, 345 Ex 196
Ex 21 40 Day 272

The mere relation of landlord & tenant
is a sufficient consideration for the promise by the letter
of Declaration stating that to be tenant 5 to be that in
consideration there are promises to carry away from
the premises 492, 494, 495 Ex 101 378

II. From something due & decent agree to him in those
locus in Ex - being having a bond against & deliver
it up to be cancelled on the promise to pay the duties
Raw 324, 38 126 Ex 12 4 322 84 349 28 81 91 276
12 27 408 12 85
In an action on a note given for wood and oil, as allowed to secure that when the note was given off agreed by plaintiff to indemnify against all damage the wood should sustain in a given time & that such damage, had it been sustained, would have been allowed or a recoupment or satisfaction of the note to the amount of such damage & that this testimony did not vary as alter the note it will 177

I guarantee the collection of this note is made for want of consideration within my A if it had been a guarantee of the payment of this note it would have been good. 3d Jul 56. 5 ch 146
As a consequence of the general rule as to the two matters in which considerations may arise it is also a general rule that if a contract is not supported by consideration altogether the contract is void. But if the consideration that one has been bound by reason of 2c. promise to pay - this is not binding - there is no supporting consideration no less for an advantage to either as consequence of the promise. Rev 248 De 2:2-6; Exodus 20:2; Ex E 885-412; I Will 11, 12, 13, 14, 25; Ex 87:95.

But the part of the consideration is least depended on if a part is substituting the contract may be good. Ex Leper in consideration that Leper had our food paid the rent promised to send the latter livery in future - that is good, for the one consideration the rent paid was past yet the Leper continued in agreement it was to pay rent in future. Rev 3:49-2 23, 24:9 4:9 9:9 30:49

The general rule is enunciated that if the rule that if a least consideration will not support a contract is now somewhat relaxed. Stace 938 Burr 1651 Hull 34 2 Leon 344.

Thus, a contract on consideration of a contract is good if there was a previous legal duty or promise. Ex if one in consideration of a previous indebtedness promise to pay it is good. Here husband the duty continues. So when debt promised in consideration of having helped his child to 42. 42. 57 it is the duty.
of parents to buy their children. 1 D. 350. 1 Rob. 143. 1 Leon. 18.

177.

So of there was a personal moral obligation on promisors, this is a sufficient consideration. E.g.,

Promise to repay a just debt caused by the debt themselves,

1 D. 350. 1 Rob. 159. 2 B. 445. 1 Rob. 159. 2 B. 199. 1 Ed. 95. 2 D. 77.

So the promise of a punitive nature — to pay for the rearing of his natural child — does the law not in such cases raise an implied promise. 2 Barn. 150.

A consideration may be a contract: If the consideration occurred at the request of the promisor, for the contract, the subsequent contract itself, with the previous request. E.g., promise to begin consideration that I shall at the request himself, my agent. 1 Rob. 157. 2 Barn. 286. 2 B. 96. 1 D. 72. 1 Rob. 157. 1 Rob. 105. 1 B. 1109. 1 B. 18. 1 B. 41. 2 B. 252. 1 B. 95. 1 B. 170.

It has been held that a mere stipulation or benefit act done by another cannot support an action founded on a contract in his own favor — for he does nothing disadvantageous to himself, to another or to his advantage, to himself. He is another to the consideration. 2 Ed. 1 in consideration that I will accept $50 for a trespass. J. to pay £50. £50 is said cannot receive the promise. 1 Rob. 242. 252. 3 H. 30. 2659. 1 B. 220. 2 B. 687. 2 Rob. 141. 597. 1 Ven. 6. 6 Ed. 141. 10. 1 B. 117. 1 B. 1443. 1 B. 214. 3 B. I. 35. 5 B. 200. 186. 1 B. 13. 1 B. 2680. 1 B. 135.

This rule seems meant to be

combined to decline into I. 1 Rob. 148. 1 B. 130. 2 Ven. 13.
But in the case of such agreements, it seems settled by the later decision, that the third person may maintain the action. (320, 148. 1718, 111, 14. 2 Evans, 321. 291. 6th May 1821.) This is to be considered as adopting and ratifying the contract by his subsequent agent. In such case, the promise would be held as having been made to the 6th day of the promise to annote for his benefit with support, the execution — 120, 101.

always been agreed that a consideration from one will support a contract in favor of another who is nearly related to him. E. Promise to a consideration that he would remit a sum to pay to his daughter. (325, 18, 82. 2 Dec 1810. 1852.) But it appears from the foregoing rules, that no such relation is necessary, that the promise is good in favor of strangers.

When foreclosure of a suit is the consideration, there are two requisites. 1. It must be a current genera...
But promissory foreclosure is unreasonable time is a good consideration to judge what is unreasonable time. Ex. 95 - Matt 105 -

2. Promissory

another to pay a debt due from person who was dead if it would foreclose to sue her is not obligatory - there is no consideration - she was not liable for absence is no severe to her - no disadvantage to promise (paw 354 - Matt 275 - 2 Sam 96). 2 there is nominal obligation on her to pay -

So once a man

in need gives another in consideration of his release promise to pay he is not bound - there is no consideration. (paw 354 - Ex 94, Matt 275) therefore release is only from false imprisonment

So promise by debt to pay 3rd debt if creditor will accept of lesser payment I will foreclose to sue as soon for 25 months it is not good for person might sue immediately therefore no prejudice to the creditor (paw 356 - Matt 275)

But a

promise in consideration for leaving a suit is good if there is a reasonable ground for the suit - in theft leaving goods with a relucant died his executors in consideration of a foreclosure promises to pay - this is good at Ex. 9. For

there was color for a suit she being executed (paw 356 -

Law 143, Day 242 -

When a promissory is in consideration of
But prominent
in a good

Preamble of personal property in first account lost by want of title in lessee renders title to legal estate over surrey against lien by the lawful owner of lands, 10 March 385.

Such recovery is a good defense to an action for the consideration or if it has been paid for service at lease.
fulsome of a suit against the promise the original
cause of action is not to be examined into. It is acknowledged
by the promise (Par. 1876) but the suit cannot hold
27th if it should appear in the election that the
suit for home was groundless (Par. 1876)
contracts invalid
with reference to their consideration may be divided
into these kinds (Doug. 604)

1. Where that which is
stipulated on one side is an consideration of performance
of what is stipulated on the other so that the consideration
one would mutual a term I agree to pay 25 for
doing a certain act. Here the doing the act is an
consideration precedent to his right to the payment (Par.
1874. Kent. 115 274 2 your 1875. 118 1886 1876. 2241
12. 150 480 1. 201 580 1 184 1274 aug. 9 1870.
I am to sell
the price he may sue performance (Par. 213) or what is
equivalent to it: sooner on that he was prevented by
Deft (Par. 1872. 2 the. 1876. Doug. 1879. Par. 126) or on or the case movable that he was at
the time ready to perform Deft. unless 2 that he was
thus prevented fromperforming (Par. 1872. 2 the. 1875,
Par. 1872. 2 the. 1876).

2. Where performance on both
sides is to be considered, here neither can compel the
other to perform till he has performed his part on
hand, he is on the then acquaintance the other is absent.
or is ready to demand performance of the other
refuses, it promises to deliver 2- a load of wheat on such a day for such a price, 2D $240-1. 2A 82
5- Cn 57- 19- ext 208 - 619 39- 7 18 125 - 14 171 12
Doug 659- 88- 4 PM 61- 11 13 1263- 8 PM 863- 2 25- 12

If either party desires performance it is sufficient that 37
was there 2 defendant admits no tender is necessary. 1 East
202- 4 13- 12 - 11 4- 105- 2 6 PM 128- 1 3 118- Doug 688
4 37 81- 2 3 that case left was to perform on request.

It is sufficient that 1 11 was ready & requested a 2 Def-
refund 1. East 203

If the agreement is that one shall clean out the cellar of which the other shall keep the cellar is
a condition precedent. 1st reple.

But if, according to the terms
of the contract the money is to be paid on a day which is to
arrive or may arrive before the act can be performed.
the doing of the act is not a condition precedent (2A 82
2 240- 1) then the act lies for the money before the act
is done. 1 Scaad 320- 1 3 61- 5 2 1 8 62- 6 2- 2 6 13
D 2566- 25 258- 1 2 2 150- 1 1 2 171 7 2 4 389 6 PM 572
13 81- B 3 3 1 where instead the payment is a condition precedent.
2D where a day is specified for payment 2 no time for
performance on the other side. 1 Scaad 320- 2 2 233-

But if the
day appointed for payment is to arrive after the time
3. But where the promises are mutual (or independent), that is, where the promise on each side is the consideration of the other promise, the condition precedent on either side, if the one may occur without causing performance by the other, may be performed. 1 Pow. 383. Doug. 615. 2 Gent. 214. 3 Holt. 83. 12 Lec. 293. 8 Buc. 187. 1 Ed. 102. Dec. 148. 9 Lec. 411. Lewis in Equity. Where the promise and performance or readiness to perform the one is mutual, otherwise Equity will not interfere. 1 Wills 283. 9 Buc. 184. 4 Dine. 446. 2 Green 247. Its interposition being discretionary.

The agreement is
in the form. I promise to pay $100 in 2 months you transfer in stock to me, the promises are not mutual. I neither consented to performance till the promise performed, or a condition. 20 Lec. 1312. 9 Buc. 483. 11 Ford. 133. 12 Ford. 1230. 1477. 271. See us to the case in
132 Lec. 1312. 8 92 372.

Where the agreement is good to only part of the consideration on both sides, & a breach of it may be satisfied by cancellation, it is independent. 1 Dec. 320. sue. all actions lie against Otter, informed in part. 1 Dec. 320. 6 72 60. 1 321 273. 2 240 4 20 473.
The question whether promises are mutual or dependant is to be determined by the meaning and intent of the party to be held from the spirit of the agreement and the nature of the contract that is from the voice in which the intent requires their performance. Doug 65- 128 2nd D 128-3-37 268 P 248. Scol 31 1 Read 327 N 24-240 n.

When the promise is mutual and independent it is no breach of contract that the party has not performed his part; each may have an action against the other at the same time. Doug 65-19-1312. Ford 282- 3 Lee 41-74 46 Court 56.

The Ezi Courts have found of cases against unerring evidence to be independent. 14 N. 761. 8 34. 20. 480-1 East 670.

Mutual promises must both be binding or neither can be so that for the contract must be such in each and the same time as will bind on both sides. It both must coincide at the same time on both are made. Rout 13 360. 26-26-1068 38.

The mere act of interesting property with another on his undertaking to do something respecting it is a sufficient consideration. Doug 273-2. 10-30-29-264-4. 3. Eng 133. 4 361. 108-7-26. 3 11. 1 Ex Del. of money to be delivered once to another without a reward.

The presentation of the honor of James Loe.
family has been held to a sufficient consideration in

Cornwall (1949, 263) so the compromise is accepted. The
right has been held to sufficient in Cornwall, 16th 10
Nov. 34, 280, 285, 286, 289, 324, 325

Not necessary in contracts
that the consideration be expressed in direct terms
sufficient if one can be collected out of the whole agreement
1949, 280, 280, 284. In agreement for selling boundaries

but if an express condition

induced the person. The face of the contract the

letter decision is that no other can be collected. Hence if the

court de 160140 10Nov. 338

but it is said fraud in the con-

consideration of a contract especially a contract by deed

do not in general vitiate it. The fraud in the operation

cased (2 B, 204, 280, 284, 286, 291, 337, 324, 325) is present

warranted in the second case of not in the first. But equity

will relieve against contract for fraud in the consideration

1949, 280, 285, 324, 325

at Law, the court departed

must resort to the special action for the fraud. But

this rule is much relied on (late decision Campl.

20, 116, 117, 280, 320, 324, 453) Does it now hold at all in

case of simple contracts?

but our courts have held

that a told breach in the consideration can not.

and that when assurance has been given to receive

nothing is agreed at Law. 1949, 325. 338. Therefore
that in such case relief cannot be had in Equity: Decr where the fraud is evident here the relief is to be had in Equity for Court of Law must give judgment for the whole amount of or for the debt - cannot attend to the time

The time found is total yet if the obligation is not in fact so if all the obligations are not in fact relieved may be sold in Equity: Decr because nothing must an order with bona fide the owner would bring a suit at law.

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Interpretation of Contracts

The object in construing contracts is to ascertain the intent of the parties. When a contract has been supposed it is to be carried out in good faith. That intention (Sec. 39) is a kind of contract that under the laws $10 per acre is necessary. It is for it one half the second - a unit of annuity will not lie for it. Because there is no grant to an annuity or rent (Nov. 2913, Col. 140) the $10 per annum is changed for which the fact is the same. In the distant Nov. 3714 Col 146 2 B 6 125.

Contracts are to be construed to the full extent intended by the words can be construed as to effect it. If it is meant to make money out of certain terms carry in Equity a right to sell if the same cannot be raised within the time in another manner.

Nov. 2913.
The intent when affixed I will resign all of
the estate; thereupon the same shall
be sold and such proceeds equally
distributed amongst the survivors of
both parties. In consideration thereof,
I hereby grant to the survivor of
both parties, the right to use and
enjoy the said estate for a term of
years. The survivor shall pay
$250 per year for the first 5 years,
and $500 per year for the next 5 years.
All sums to be paid in advance at the
beginning of each year.

This agreement is witnessed by
[Signature]

18 Oct 168

[Signature]
been a post 14 years since the original agreement for payment of said

"hearing for letting the premises after mentioned sitting with
the cost" at the foot "I agree to take lot 421 at the
real estate subject to the cost" this latter to be an agreement for a
land. 13 Feet 18 in. 3 Feet 65 15 Feet 11 1/2 3

John, 370 ac.
Words are to be understood according to their usual
ordinary acceptation unless there are clear indications to the contrary. 16th be 8 d 3
Ch. 12 286. 30 be 32. 219. 20 if we agree for 25l. be 6 6. if he is to hold the lands after the
act is quit. Secs of an agreement for a house-
dwelling house the head duties are such as by
the understanding of the parties such as in the case
19th 374 6 6. 86. 1
So a lease for 12 months is for
48 weeks only not a lease for a whole month is for
an entire year so understand the interest 10th
5th 281 41. 6 6. 0 0.

Words of price of quantity are
understood as here understood at the place where of them
or und. 8 6. pounds dwelings for 1000 t. 6. 6. 6. 0.
2d. 6. to be delivered at another place.

But of money
is made payable by contract or common understanding to be understood according to their intent unless
it is payable by contract or according to the intent unless
the same is paid by contract or according to their intent unless
19th 374 8 6. 0.

10th 374 8 6. 0.

If the language is ambiguous
the intention may be inferred from the intention subject to
circumstances 10th 7. 0.

Subject 2d. l. annum for quiet enjoyment subject to
to continue on land.

Grant of common out of my meadow all of my
meadow granted her common only in commissible
place not in Grantor's garden, so grant all the
trees growing on my farm does not include fruit
trees growing in any garden or orchard if there
are other trees growing on the land.

To fam

necessary et rerum venientibus an instrument may
take effect as if it were in form a statute an instrument
of a different species. By an instrument or grant by one
grantor to the commoner's tenant as a release
or covenant comes to see a deed as an agreement made
Reg 184 410 150 - 2 land 90 - En 8352 - Sec 574 - 3-
208 - 141 1406

67/675 The new or continuing a contract according to
The ordinary meaning of the words will render
it ineffectual or trivial as a different sense maybe but
when these - i.e. whole words of continuation in
limitations of estates. Page 282 92 En 215 - 2 37155
Went 202 5 8205

Let an annuity is granted for
instance in the next, or for other service to be done.
Act in the event of payment of the amount in full of the
contract 10 June 1860 20 Rec. 370 & amounts 2 of which

[signature]

[handwritten text: 'If guaranteed an amount of goods to be paid. at
12 months credit was not called on to pay until after
the expiration of the time but interest no credit was
agreed to be given at the date of the goods due not
traded. the above letter for a 12 months credit. For
over the period of 1860.

[handwritten text: 'I will be amenable to the extent of $100.

for the use of A. This guarantee was apprise to satisfy
a previous indebtedness of the guarantee not liable for his
undertaking in any future occasion, 10 June 1860.']
But if after the application of these rules the intention remains doubtful, the contract is generally to be construed most strongly against the party bound, as in

*Grant versus...,* the words are his, he should have explained himself. *-16 E.3 395*.(1) 1607. Powell 40-41 §13, 389

*C.1043 16*.

*In relation where there is an ambiguity in

the condition of a future event—construction in

favour of the promise for the condition is intended for

his benefit it is to discharge him from his liability

which is not.* *Second Part 99 D 37-560 22

*Hence if

one is bound in a personal bond conditioned to pay money at such or least two three times or at a year

after that name the money is due able at the least—


Let

be bound in a personal bond to make a

sufficient & lawful estate in land, by the device

2-5-2 he make an estate according to his devise

whether sufficient or lawful or not, the bond issued

150 E.9 6-5 23 21 £5 4 £5. Powell *not Eq.*

*Deed* sufficient experience *1 E. 2 1 8*.

*Equation also where the application of the general rule will occasion an injury to a third person as it tends to that mode &

a lease for life not expiring for whose life, the life of

the tenant should be intended—Leaves the issue or reversion...
might be injurious. 1 Sam 400 & 0 2 42. 2. If honestly
sincere in the least work & life & a perfect life. 1 Sam 400
& 0 2 42.

Subject to the rules the words are to be construed in
the most comprehensive sense & includes them also.
In sentence of heresy against the
declaring "all men" in a sentence against the declaring
of all men. 1 Sam 400.

An indefinite expression is
continued an unreserved one in relation to the subjects to
which it extends unless there is some manifest reason for
restraining it. In joint tenancy to make all of sale of
all their goods it includes all their several goods
as those held jointly. So if one mortgaging his
own charity house, made a sale of sale of them all
his charity house. 1 Sam 400-1.

A new legal language
is used it is irregularly to be understood according to its
legal acceptation & in limitation to one's own
so long as he populates an annual
sums exceeds to all his heretofore.
1 Sam 402 & 2 Koll. 253-1.

Is not the word there
in this case manifestly used as a word of presentation
so in covenant to testify
after a month & with all men. Examples of covenants
apprentice. Indulgent most is intended. Such made
in an action against apprentice. 1 Sam 405 & Koll. 257.
Contracts are to be construed according to the general intent of the whole contract, not to particular words in the instrument or agreement. 

Page 403. By covenant by lessee that the lessor may, after the lease is renewed, without hindrance from him or any other person, disturb the lessee, or remove the tenant's grantee, is unreasonable. (Page 403)

Page 240. 11 Mo. 53. Co. 3 43-515

If the thing stipulated for is not delivered in clone or the contract requires its value at the time fixed for performance, disregarding the rule of discharges, (Page 108) 1 Ky. 27.-11 Mo. 53. Co. 3 43-515. 

Page 406. 11 Mo. 710

Grant when the thing is afterwards seen in value, then the value is the value at the time of trial. The rule otherwise, the party claiming would suffer from the other's neglect. (Page 409) 2 East 211, 23. 594

General deeds are made at the same time between the same parties respecting the same subject. They are all considered as if one of the same contract, to be taken together for the purposes of construction. (Page 2410. 2 Nev. 773)
Gen. rule the entire contract cannot be appointed.

But in the case of real contracts there may happen a diminution of the subject matter of the contract which may be an appointment of the contract by $2,151 2. East 575. Ex. 

Suppose B a M. cage for one year at interest of $200 in Penn. commences before the expiration of the year the rent may be appointed 2. rent, $501 10. Co. 1/27. Ex. 5. 150. 2. 156. 2. 156.

But rent can never be appointed in perfect equity 2. P. 802 4. N. 204.

In gen. if a corporation procure an alteration of its charter by which a new charter is thereby added the stockholders who did not assent to the alteration will be abstained from liability on their subscription to the capital stock, especially if the alteration be clearly prejudicial to their interests. 5. N. 383

4. 10. 1 573 Sel. on P. 141 6. 1 M. 268 2. Penn. P. 184

Of annulling discharging and waiving contracts

The terms of a contemplated contract are accepted on the side the contract is not unaccompanied either fact or my retract his offer Psal 394-395-652-1Psal 261.

But an offer on one side accepted by the other becomes a contract so that either by tendering performance according to the terms of the agreement may bind the other. If A offers $20 for a horse B says he will take it if A by tendering the money may close the contract. 281447-1Hab 41-28a241-28am 63v.

So if on men and for a second earnest is made in a future time is fixed for the performance the contract is complete if the property bound 281427-8Nov 42-1Psal 330 14131 362+ 7B 64-

But is on the offer's being made and earnest nothing more is one - that is - there is no payment delivery earnest or future time of payment if a longer time than that there is no contract. 1Psal 231 231447-8Hab 30 2Dy 30.330 14131 363-D 316-1Receiv 373-

So if I agree to sell goods to B if B within a certain time shall come to live there 1Psal within the time given notice to A that
he weill to the them according to the agreement he is not bound for there was no contract the agreement must bind both parties in 2 if before there is no new contract 351-253-1 Paro 261 on

before a sight

section here examined a simple contract the parties may rescind by mutually expressing their intent further no unconsented right destroyed by it - mutual agent is with same before action can make an action against the other Par 412 129 265 Jo C 309 Law V. Pa. 126 2 Le 144 lose Le 234

1 Ind 257 12 & 508

after a breach it cannot be discharged by agreement without and without idea unless there is a new agreement substituted and executed and in an accord & satisfaction Par 412-13-16 1 Ind 257 32 Law V. Pa. 126 11 834 1 Ind 24 259 180 148 250

where there is a right communicated & the question of agent is at assent as to acceptance of a bill of exchange & continuing to be discharged by hand after the bill is payable

Ch. 53 Par 205-47 Ex 47 This seems to be a principle rule of the law merchant

But an agreement may be varied in equity by a long usage on both sides to a title or claim under it if an agreement by land is tenant to enclose a part of the common
Where a written contract is to be void if made by fraud, the time of performance may be
enlarged by fraud but this cannot be done where
the contract is for encumbrance of lands or of such
a matter that it would not be valid if
made by fraud. 9 F. 3d 68 5 C.Law 67 6
1 Lomax 42 32 6 L. 870 & 888 353 Ric. 8
31 556

Where a thing is in being a cloud is incurred. This has
been altered for the whole knowing person it cannot be
destroyed by altering or destroying the cloud. 14 161
Palm 403 

But 14 2 Neh 586 2 Iowa 220 2 Story 28

122

Here where the thing claimed lies in ground
in a water course for a thing lying in sublunno appropriated
can be claimed only by sublunno appropriated. 16 2d 162 v 8
Bill.

79 2d 18 188
Neville fined Rendon for not delivering wheat according to contract a sum equal to the full value of the wheat. Rendon then sued Rendon to recover the price agreed to be paid for the wheat, and it was agreed that he could not recover that he sought in the suit. Action to have been instated that there was only liable for the difference between the contract price and the value of the article. Suit was the true value of damages in that suit nothing having been agreed to renden. 7 March 1817. 1317. 681.

Where a note was given for cattle, warranted in a suit on the said note because of warrant, may be deemed either in law or mitigation to March 5 12.
delayed for 20 years. Here is a reference to abandonment.

Ps 41:20 231136 2 209 9 2:114 D.3

So when

there was an agreement between husband and wife that she should have her property to her

separate use. She permitted the

husband during the whole continuance to take the

accord to himself, she was presumed to have

abandoned the agreement. (Ps 24:44 26:8 2 32

C. Ca 21 Then 209 2 214 119)

But this pre-

sumption may be rebutted by proof that she was dissatisfied during continuance and that

the husband treated her accord under an agreement
to fulfill the agreement. (Ps 21:1 26:7)

And a contract consummated

is not revoked merely because one of the parties

alleges that the original agreement was rescinded. The parties must agree in writing to rescind the

agreement. (1 Pet 4:9 17 178 2 249 2 290 18

C. Ca 21 1 209 2 213 82

(24 2 24 147 1 232 5 2 118 82.) This is a
despicable contract.

But according to Ps 41:6 a contract

will be for property set such a price on it as I shall name

the husband cannot cancel it because the husband

emphasized as this person to repeat it"
20 May, 91 — What right has J. S.?

But a contract
may be released after as well as before it is
released by proper tenure — the former is
by a regular acquittance by deed — the latter by paying
or canceling the instrument. Rev. 4:16

If the party is to
be beneficiarily the performance of a contract prevents it
from being executed it is dissolved. 1 Sam. 21:6-20; 26:5
2 Co. 71 — Co. 206 — Cr. 574 — or rather the other
good is discharged. 2 in such case the party who
was ready to perform is in the same condition as
the intestinally performed. If a covenant to
build a house for 10 for $100 — 15 Covenants therefrom
building it may recover the price. 1 Co. 4:19; 2 Co. 210 —
11:19

So I
make a covenant to build a house. That it shall be
built on the paying $100 to J. S. at the end of the
year. It is a lot in the realm so that it is covenant tenures. It
may recover if the money had been paid. 1 Co. 4:20.
2 Co. 210 — 2a. Will not equity consider it as trustee of the
money for B.?

A covenant may be annulled by a new covenant
of a higher quantity for the same thing — merge each
single covenant merged in a bond — due to a judgment
(1 Co. 11:17-13:10) 6 Co. 45; Co. 21; 13:18-184; Co. 54 — Bull. 153
11 Co. 207; 2 Co. 257) for the intention of the parties is
not to furnish a bad night society to furnish or
A material alteration by a stranger does not invalidate an instrument.
Where a note given for an anticipent does not convey
leaves is by consent of parties be altered in to render
it invalid it does not prejudice a summons for the
original bond. 14 Geo. 3 361 340

If a drawer pay the acceptor on a bill except by reason of
having altered it as a material part he may still recover on
counts on the original consideration by Eq. 169—

on a paid or an insufficiency that appears to have been
altered. If a note shows that it was not improperly
made. 15 Geo. 4 409—

Further considerations can arise as to be cancelled bond. It

ends in the bond. Once the terms of the note are satisfied the

substitute a higher one. Lest it is void of the bonds
given by a stranger (Pa. 424) by 23d only an additional
security. 2 a contract of a given decree cannot be
affected by one of the same degree. For it gives
another action (Pa. 424. 375d. 2d 377-
8d. 3d. 627) when pledged by way of accord and satisfaction
(see the distinction (Laws N. P. 136- 560 147. Sec. 426. 5 East
232. 237. 2d 2d. 2d 2d. 2 East 169) in this way it may
discharge the original contract.

But where a contract of a
consideration is in absolute in one of a higher merely by way of
not secured to corroborate it a discharge the remedy it is
not secured by but only goods by deed absolute here but
by deed acknowledge the receipt of money to account—account
lie on account on the deed (Pa. 426-2 137. 251 12d 177. 178-
3d. 3d. 256. 2d 140) where the entire contract is not
intended to be deemed a specialty the latter is des-
igned only as an additional security it may be sued as
evidence in an action on the former that the party is
subjected for the security but once

Contracts by deed cannot
be cancelled or discharged by payment. To ligamentile. Pa. 426-
3d. 49- 3d. 252- 3d 250- Not by writing unless sealed
Sec. 291a. 2d 2d. 2d 2d

No by much delivering up
the instrument to obligor or to obligee negates subse-
quent (Pa. 426. 3d. 2d 2d 110. 3d. 110. 3d. 110) Even
payment or conveyance of a bond it is not
a discharge the covenants do of the money due when it is sufficient 1000.450-425. C. 9054. 760. 192. 1714.

Le account of the covenants are on a covenant is a good discharge for the covenants. Pico 129. C. 154. 923. 139.

When the right obligation created by a contract united in the same person, the contract is discharged at least 1604.238. 22 Obligee.

become 22 or admitted to obligee. 8 C. 130. 62. 104. 78. 214.

1531. 155. 82. 199. Berlin 147. Nov 926.

So an obligee makes an obligee. The contract is generally annulled by the legal unity of the parties. Pico 138. 144.

Seem of a bond made in contemplation of marriage is to be rescinded performed after the determination of the cause. 100. 144. 926. 168. 218. 67. 207. 1923. 57. 195. 168. 81. 197. 1921. 28. 193. 1922. Holt 2. Hobart.

Contracts may be discharge by act of the Legislature Pico 145. 198. 8. 147. 20. 218. 110. A contract to do an act after the act prohibited by statute so also by the act of God. Er Lebree covenants to leave all the timbered trees growing. They are blown down by the wind. 446. 10. 268. 160. 98. Nov 925. Le C. Lea a horse to Le to be returned Le. The horse dies, disease without blame is it. Le is liable. 447. 186. 15.
A license to enter on land not infesting to convey an
interest in the land is void unless kept 15 years. Sec 8 East
308 7 East 374 South license to make a tunnel
thru depth. No license to take water to off main water at
any time. East 108 14 South 267 10 South 246 Nor
11 North 536 1 North 570 4 North 81 Lot 775

Rights acquired under a by virtue of an instrument under
that can be waived only by an instrument under seal
34 C. L. 414

If one party to an agreement before he is bound to
perform his part, without preventing the other from
performing his part they the other will perform it is no
abandonment of the contract. 34 C. L. 325.
When a contract of sale has been fully executed by the vendor no fraud on his part constitutes a complete bar to an action for the price unless the thing sold was absolutely worthless or the vendor has returned or recovered the property on discovering the fraud. But after such action may be good, avoid remedy of the fraud by way of recompense. If he has neither returned or recovered the property if such defence go only to a part of the consideration he must give notice of it. Same, if it go to the whole contract. Still he,
So if 31 covenants to serve 3 a year for a sum to be paid in half yearly installments & is after the first installment 2 before the last it is not liable for the last 1 day. But a contract becoming wholly unenforceable must be performed according to sect 304. Law 284.

So if one is bound in a bond until to understand by a certain day he is before the day the bondally in court Equity will decree a sentence against his heir. & Ca 15-

But the act of a third person cannot regularize a contract. If bond by a condition that is not void appears in an action on light copy notice & that judgment is against heirs it will satisfy it & expansion to declare notice & judgment is against heirs & is not bound to satisfy it (Paw 151- 16 done 174)

The when a contract is by the terms of it to take effect or to be carried on annulled by the act of a third person he act will operate against it as provided by the agreement. Ex: a contract to buy land at such time as he shall name the parties are bound by his decision & if he refuses to set the time the contract becomes void. (Paw 151-16)
Now one round separate demands of their several and other items drawn for the debts of all will not suggest a place of tender stating that a certain portion of the sum offered was tendoned for one to the tendered in full of all demands being tendoned in last 11 6 7117.
I cannot plead a tender or to part with the goods. Here is the whole demand. 6 15 6 12 97 4 40 194 3 drink. 1390 1397

Proof that deft put his hand into his pocket to take out money to pay the debt before the money could be taken out. Off said the same 2 20 money not promised until evidence was given does not support a plea of tender. 

When deft said, I come to pay you $5. deft and one in deft's, put his hand into his pocket but did not produce the money. Off said, I can't take it. The money is in the hands of my sister. Hold me tender. Under these circumstances I should have found compensation on part of 2 2 3 9 39 8 4 4 4 68: 3 3 1 3 42 10 10 1 5 1 4 4 2 3 0 8 3. The bank and the creditor is entitled to a sufficient to ascertain whether the debt has been made 18 Thou 69.
If the damages are not matter of computation money cannot be paid into court 2 Brin 11120 2 Star 982
85 St 47 1do 910 / 1d. In an action for breach of a promise of marriage 3 Bros 14 vid 1 HB
29th Jan 2 'EAST 1289 u

A note is payable on written article a no place of delivery is mentioned it must be to the creditors. In which case
payable in article of promissory notes or as a bond of this bond the which is then to be made the delivery in then to be
made at his ship then bears can 24 Lead 379 5 do 191
5 to wait 5th 2 March 400 1st 255

A letter came to the managing clerk of an LLC who at the time declining authority to receive the money in
imposs 28 Nov 324

Since you ask about "all that idea" it is not a good
lander 34 to $380 the landee must will be dropped
with copy condition 34 Ed 293 12 do 23.24 14 do 338
Action 1194 u
A tender in blank notes is not objected to at the time is good 2,152,652 6 3,626,554 6 178 73 and note.

7 John 476

Note payable on a certain day interest payable quarterly place of tenderor before the day not good for the interest is for the mutual benefit of both parties' golden 2 if payable one or before a certain day is payable or tenderor before the day good? 6.87% 17.2 years where the time given for payment is solely for the advantage of the creditor can be tendered before the day? Auth. suprastars 377 2,176 15 85 17 4 2 12 6 7 23 1 231 97 94 11 3 85 3 94 7 3 77 17 85 3 47 12 4 7 14 5 a shilling a piece. B. A. tender D.

A tender to be good must be unconditional. I that it more is due. Of may bring his action for the sum due. If of offer to take a lower tenderer in part of his demand a day would only allow him to take it as a settlement if it is not a good tender 25 6 3 5 3 63 3 5 1 5 1 5 12 6 7 12 6 7 23 1 231 97 94 11 3 85 3 94 7 3 77 17 85 3 47 12 4 7 14 5 a shilling a piece. B. A tender D.
Good tender.

In the case where the amount ought to be less, it must be secured in the form of treasure (paper) money. If the amount left turns out to be less than the amount exchanged, the parties may be satisfied with the money paid; and if not, it should be remitted on a return of the exchange.

The tender of money with a demand of interest for the amount of 10°, remitted at the rate of 5°.

When pleaded.

The tender of money at 5° is to be paid in the form of treasure (paper) money. If the tender is not made in time, the tenderer is entitled to the money paid, and if not, it should be returned to the payer. 10° paid by the 322....

In this, it must be made without prejudice for what it is, and demand that it is paid.... is not enough that he was merely satisfying the tender. In the money exchanged, 10° paid by the 322....
When there is no allowance made for time in the provision for payment of the money, the party bound to pay should be allowed to recover the interest from the time the debt was due and the interest at the legal rate of interest for the period between the debt was due and the time it was paid or the act was done. (pp. 180-181)

When time is allowed for payment, the contract for the amount thereof shall be reduced by the same proportion as the time in which the sum is not paid exceeding the value thereof. (pp. 180-181)

Part of the debt is due and payable at the time the debt shall be paid. The time shall be extended for the period of time that the debt is due and payable. The time is extended for the period of time that the debt is due and payable. (pp. 180-181)

Part of the debt is due and payable at the time the debt shall be paid. The time shall be extended for the period of time that the debt is due and payable. The time is extended for the period of time that the debt is due and payable. (pp. 180-181)

Pay in of money into court.
Money paid into Court

For want of time it is not clear to me signified life
No. 1 Aristotle's line going into Court admitted the

[Handwritten mathematical calculations]

17 40 28 163 36 30 280 contract status in the declaration

The money order into Court had not been otherwise held
to render due to the time of not going with the objection. Vol. 40 2 April 1226

Money paid into Court, 80, 80. 260, 260. 240, 240. 280, 280.

Whereas the right to become in person and the same words
to issues by the bond, which in some one will necessarily
know, he said or he might be said in writing to the deputy in relation
right of signing as witness. Signed 1827 April 22

[Further handwritten text]

[More handwritten text]
Lender

If a certain sum of money is lent over a certain period, it is agreed on the debtor to pay the
interest on the sum in the manner stated. This is to be paid on or before the 15th of each
month from the date of the loan. The 15th of

There is a need to be made of any sort of goods and the
court is willing to grant the same, but the stipulation is
made in a meeting when goods are sold on the 1st of

1st.

The court is to meet to pay any sort of goods and the
credit is to be granted. The 15th of every month is
also to be met. If the court is willing to grant the
creditor, it is to be done on the 1st of every month. The
credit is to be granted. The creditor has the goods over the
1st of

Timewhen. When the contract is to pay money, the
one who receives is called the creditor. The contract must
be written down. If the debtor is unable to pay on the
15th of each month, the creditor may demand the
money back. The contract must be written down. The
15th of

25th.
If a tender is made to any one representing the creditor in his name it is good to a certain intent unless 1 Esdras 3:49 to an attorney clerk at the office in the Attorney absence 14 Edw 3 356

If one is bound to pay or deliver a collateral article a tender of it according to the contract is a complete discharge of the promise shall mean he entitles to the money—Singerland v. More O'Fionn 478 9 Co 299

Peyto, case—

Of the time place assume a effect of a tender of specific articles, see Bask 1878 2 67 67 5 John 129 4 de 458
A tender may be accepted by the declaration, or other acts of
the writer y Law 176 8 do 476 3 h 183 10 East 104
64 b. 88 5 db 67 4 E 68 5 do 48 -2 Doll
190 4 do 327

A tender is to be made within a given time as 18 Mo.
the last day fall on Sunday the tender must be on Saturday
1st 14th 42 2 t pm 5/18 608 n y do 147 8 do
27 14t 75 12 t pm 178 n d 2 1t 82
Exhibit of being money in the form of the tender and

Notice to pay for payment of money or if it be money proper

Under the seal or lastly these documents are

Notice to receive if the tender is made

This must make a special case of the order where it

This does not violate the tender is not obliged to make

The order will be a case to one above or the event of the

The order will be a case to one above or the event of the

The order will be a case to one above or the event of the

The order will be a case to one above or the event of the

The order will be a case to one above or the event of the
Where money is to be kept so many days from date the day of the date is excluded in computation. Time of the time of payment happens on Sunday tender must be made on Monday 3rd, 6th, 9th, 12th, 15th, 18th, 21st, 24th, 27th, 30th, i.e., when the instrument containing the contract is not negotiable.

A tender of payment by a purchaser to obtain the article purchased is unnecessary, where tender would be made 3rd, 6th, 9th.
Said the 5th. 1st. 33d. that a tender may be made to a quantum monei, at £3,255. But it cannot be made to a count for undelivered damage, under an agreement by £1,144.

There is no case where a tender of a part of the damage determines by an action will affect the amount of recovery. 16 March 1810.

Says in case of a demand by the creditor under the law, he may or her from the price. c. 15. 18 & 19.
contract, the house may be sold or let to others, but if there
has been a breach of contract, it is not refundable. If the money
is not recovered, the tenant may sue for recovery of the
money paid, in the case described above. The money
emphasis sales must have a legal form.
Effects of a linden

Before the drenaching it by any means, use a colored
shade in order to the covering in form, then boil

For this reason, the contemorad to make a fresh railway to
the covering in order to the covering, I choose this
method. It seems to show b.
If one have the estate of a minor in his possession to
support such minor he cannot be sued in court by any
one who furnish such support whether he be guardian
or not. If he be not guardian one may be appointed
who will sell the estate out of his hands & if he be guardian
then he must be compelled to pay for the support by
some other person than for his debt. Act 386

When interest may be recovered see book 155 382.
A promisor may lie in all cases; where book debt will not, book debt will not lie in all cases; where oft will not generally, it will lie only for such articles, and on occasion for the sale of such personal things as are let and hired, and for such services done by one person for another or one usual in the ordinary intercourse of mankind charged on each other wherein the law implies a promise that the purchasers of the goods will pay the seller as much as they are reasonably worth. But the performance of such services will receive as much as he reasonably demands. 2mo 1678

A tort or any consequence of it cannot be the subject of this action, nor even a contract accuses, but where a person contracts to do a certain act for a stipulated price, the person the not the contract may be charged on both 4th 0 proof of the contract, recovery they be held of the sum agreed to be

paid 2de 1681 Rod. R. 8. Kirby 289 2 Bost. 180

Whereas need a sum of money to one person for the use of another for which he alleged debt to recover an equal sum of debt it was held that his action would not lie 2de 1688 Kirby 289

Deemed that interest on a book may accrue where there is a<hcho>using an implied promise to pay it, but where there is no express promise to pay interest it must be proved by other evidence than that of the identity the laws will presume a promise to pay interest to it unless where debt shows it is to the custom to charge it Kirby 2de 168
Book debt. 1203

This action will be for better to come to court July 1881 but not for
less 2 mo to come 12 1881 per cap. not our bonds bound quickly

It will not lie for a mistake in a former settlement or looks July
150 2 mo 188. Root

2.

Where no price is agreed to the buy or seller it shall recover what is
reckoned a just consideration to the goods price at the time of
the sale in which case any fraud or deception in the goods
change may be taken into consideration in the estimate of their value
2 mo 188-

Where there is an implied agreement for a reasonable price it will be allowed
to recove that sum less bought to become the agreement by implication
than his own. It has been held that where goods have been
sold a delinquent at a certain price agreed on because the buyer till
in the action for said goods but shall not set off for the expense
paid or deduction in the goods but shall pay the price agreed
therefore

Wherefore to a different action for the damage received in conse-
quence of the fraud 4 in 1889.

Devised that our order this enforcement for several reasons it is for preference avoided
for it is customary to change bees to change bees on lots 2 in 1889. Root

Devised that where money is kept in a note for what is received
was given a book of hand in a recovery was tried on the note for the
whole cent. Not might change this sum for while the recover was
as given on book 2 recover 2 in 1889. Root and given notice

12th day 108
And another on the back is a note for an account due.

Can anyone help in writing the account due?
Giving a remission note for a loss asset in no respect. It only suspends the right of action during the time allowed for the payment of the note, i.e., receipt in full of all demands. So such debt does not prejudice the party from showing the circumstances under which it was given (269).

After the lessee has taken the book on open he may not alter it so as to surprise the lessor. Proct 273.

If a book is lost it remains the property of the lessee as it relates to his own interest until notice of the replacement is given to the lessor. Day 375.
Book debt

1204

Monetary. It has been held that the testimony of the party ought only to be admitted with respect to the quality or nature of the debt, its change in value, or cause of default. In this case, the performance of the contract with the time employed, but whenever there is any doubt as to the question made of an agent. It should be proved by other evidence. 2 Mo. 701.

But the principle has been differ: 1204

Where any matter is pleaded in bar of any question raised on a collateral fact, the plaintiff cannot testify. 2 Mo. 716

The court cannot control the persuasion of the jury, but where the party refuses, upon the challenge of the other every thing should be brought against the party refusing. 2 Mo. 717

In each case the amount of interest on § 75 may be adjusted by auditors appointed for the sum awarded against the party in question 2 C. 242. 171 – 8 180

In this section where it appears on trial that the party is in error to ask to balance both suits, it should renew the balance of $75 with his costs, 2 Mo. 711

If a party neglects to exhibit his suit on trial, he shall not be entitled to any suit unless, he shall affirm that he had no knowledge of the former trial or was inexcusably hindered from appearing or exhibiting his suit 2 Mo. 127 H 82.
The suit must be prosecuted to final and conclusive issue in such time and manner as the court may direct (book 155).

22 May, 1804

But in an action of S.D. one party may exhibit an act of more than 5 years standing to counteract the others account for articles delivered within 5 years. (Day 245)

Charges for any thing done or delivered under a special contract but which afterwards become matter of account by operation of law or consequence of a revision of the contract cannot be enforced by the party made the latter by the contract. The right to charge must exist when the work is done or goods delivered.

May 1841 10th 73.74 Liddy 389 g. £ 3 44
When debt exhibits his suit before a justice, if it exceeds $10, the justice cannot render judgment for the balance. 2 Dwr 172, 102.

Each debt, even though if not sued for, balance or account for with the original debtor, if not finally given for the balance or unless the debtor remains is intitled to the suit on said debt, and if a suit is instituted within 7 years, cannot be secured if the original debt is stated $101, but the time the state is engaged in no shall not be contracted $101.

But if both parties be living, debts, the suit is limited by the time, need not be instituted within 5 years, $102, but the time the debt is out of the suit in the creditor shall be absented from the suit for legally impossible to sue in his own name; shall not be commenced on a part of the time, $102.3.

If the parties testify to their suits out of C. their testimony must be taken in the same manner as other cases, $101, 2. and $884.

Under the seal of N. debt to Blue's estate, the estate of debts may be given in evidence, $102.207.
A space capsule incident occurred in Texas.

A Texas lawyer was not certain if the defendant's alibi was truthful or not.

He collected several pieces of evidence which were believed to be crucial.

It is unclear if the trial outcome will be decided in favor of the defendant or the prosecution.

January 15, 1949
Foreign Attachment

This is a remedy calculated to enable creditors to compel
the abduct of their debtor, to pay over the debt to them
where their immediate debtor lives, out of the state or
has abandoned or that the creditor cannot compel them by legal
means to pay the debt — this remedy is good in all cases where
justice requires it 2 Sec. 17.

1) This action will not lie in case of torts; for it will lie only for the
purpose of collecting a debt 2 Sec. 17.

The creditor may attach the lands or goods of the absent debtor,
wherever they may be found 2 Sec. 17. 2 Sec. 17. the attaching about
shall make the whole in any previous hands liable 2 he shall
expose them to respond the judgment 2 Sec. 17 2 Sec. 17.

Where such bond in cannot be come at, or unable to be attached, the creditor
may bring his proper action against the absent debtor 2 Sec. 17. 2 Sec. 17.
for the accepting and for the interest 2 Sec. 17. the absent debtor shall
be a sufficient citation for the creditor to bring his action to try and to the absent debtor be an inhabitant
of this State or his resident here when a copy at any, must also
be left at his last usual place of abode 2 Sec. 17. 2 Sec. 17.

The object of

This § being to divine debtors concealed by debtors a guaranty
will not be permitted to testify that he has no effects as in an action
against the abducting creditor, for he is interested in the event of the
suit 2 Sec. 17. 2 Sec. 17.

Neither will it be permitted to plead
that the debtor was here when the copy at law was left was not his
4th 3. 5th 2 Sec. 17. 2 Sec. 17.
All debts due to any absent debtor, are considered as effects in the hands of the person from whom they are due, who are deemed agents or trustees, a recovery may be had against them in the same manner as for goods or chattels. 2 Buc 138.

The action shall be commenced in the action against the absent debtor; but if the action be not of this State, no person appears to defend the action shall be continued to the next S. J. if necessary a second continuance shall be allowed to give time to notify the principal. 2 Buc 178 H. 52/3

...From the time of the service all the goods and effects of the debtor in the hands of his agents or debtors due to him, from any action are liable to be served, and such judgments may be entered notwithstanding any sub rogation or joinder of them in the latters shall commit or disjoin any effects after service of the writ, or shall refuse to serve them, or else the shall satisfy the same out of his own estate...

...When judgment is obtained against the principal the creditor must take out a warrant search for the principal’s estate a make demand of him. 2 Buc 178 H. 52/3

When judgment is obtained against the principal the creditor must take out a search warrant to make demand of him with preference to any judgment or order to answer in the present action, and the principal’s estate as the court may direct. 2 Buc 178 H. 52/3

If the agent refuses to enforce the effects in his hands or pay the debt, he will be answered to the principal he will be answered to pay the sum of what he owes on the goods or chattels. 2 Buc 178 H. 52/3

If the agent refuses to enforce the effects in his hands or pay the debt, he will be accounted to the principal as if he owed him the same amount as the original debt. 2 Buc 178 H. 52/3

The principal shall be liable for the debts due to him by the agent or by the possession of goods or chattels in the hands of the agent. 2 Buc 178 H. 52/3
A partner of a commissary house established in a foreign country, who resides there, cannot be held a guarantor of a creditor of such house on account of debts due from such house contracted at its place of location (Ed. 6/82).

In the commissary is not an administrable election to prove the justice of Hindman's (Ed. 6/82).

[Note: The text is partially illegible and requires transcription for full accuracy.]
Foreign Attachmmt

that demand was made of yourself that he refused to show the estate to. 2 dils /189 demand must be made within 30 days & 154 s 4 Part 6

Then give a dehat from the Clerk of the 6 when said was rendered aol guarantee requiring him to show cause if any he has why said should not be rendered aol, line
2153 by 2 dils. 79

The clerk and state the whole proceeding, particularly the demand of payment of the estate of guarantee 2 his refusal of guarantee neglect to appear or where to deliver an oath, if guarantee is rendered aol to the
2853 1st day of 1st month 183 (2)

If the guarantee appears and defends he is allowed 2 1st to be a witness, but if his testimony be denied that he be cast as of the principal effects an is indebted to him the 2 will be allowed
to bring other evidence 2 is not concluded by the testimony of guarantee 2 dils 189 1st 138, but he cannot object to
denying of guarantee to his own 2 his 189 1st 138 3rd but he
must testify in person & his deposition cannot be admitted 2 dils 189
1st 138 1st Party

Guarantee may show any mistake in a settlement for which
3 a note was given that is the ground of claim for 2 dils 189 1st 138
2 3 demand an evidence the principal acknowledged that guarantee did not owe loan for his comes in place of aol
2 dils 189 1st 138 353.
Just as guarnishe, that they are jointly & severally agents of the abounding debtor is good. Day 238. March 473.

The interest of one partner in a debt due to the partnership cannot be taken by foreign attachment to satisfy his individual debt without showing what that right or interest is. Per R. 511.

If property is of such nature or in such a situation that it can be attached in the ordinary way, foreign attachment is not the proper remedy. 18 Mo. 490.
In an action by foreign attaché. Deft. cannot plead that he is not an absconding debtor for if the court be otherwise well pleased it is safe to cited Def. to trial. 2 R. 99. 1 R. 206. But guarantee upon sci. a may plead that the principal is not an absconding debtor 4 V. 179. 1 R. 279. For if he is not guarantee is not liable.

Where a security is had by force of this action to the estate of the principal by means of the tenant sorry guarantee he is entitled from the principal 2 in an action but against his may plead the said issue to give him the 8th. in evidence 2 Jno. 1807. p. 155 b 1 Jno. 1807. D. 16 498. Col. new 814

But if Guarantee at suit of principal pleads such foreign attaché or quiet it in evidence he should prove that the principal was indebted to the attaching creditor then it might be collected between the attaching creditor a guarantee to explain the principal 1 R. 27. p. 157. But principal may also state that the foreign attaché was commenced after an original action commenced by the in respect where causing the foreign attaché 1 R. 165 R. 72. 17. 2. 91. 130. 94. a. Cb.

Where to suit on bond Def. pleaded that the debt due from him to P. had been attached by P.'s creditor a person even C. P. that his creditor had first an action and claim the P. for the same debt defending the suit head but for an attachment was also good on demurrer 1 R. 231. 1 R. 303. 177.

A debt cannot be attached by foreign attaché before it is clear the thing joint or attached before it is due is not rendered.
An executor is not liable in foreign attachment for a legacy in his hands 1823 286
1746 271 8 246 5 289 5 259

A letter also directs him self upon an abridgment 2828
Foreign Attachments

So too in Ct for our $63.5o being fully due 2d July $15 pains. says
sue shall be stayed till the debt and the principall becomes payable

A debt upon recond in Eng. cannot be attacked by custom of London
Es 232 118 N 312.13 En 0 13/3 2d qu in Ct for our $63.5o
being all debt due. this is a debt due. and qu for the $1. does
not appear to contemplate debt of record or it being the agent do
shall be obliged to account for the same under oath. in short the
loan is the same here as in Eng.

If Deft pleads a foreign attachent. I should appear that if the principal
was notice of the proceedings for attachent. Es 232 3 mult. 29/
In this state the effect was liable to perform the judg from
the time of serving the writ $63.5o.

If this action was last before a justice of the peace. I wo Cty or
appears to suspend the case must be continued three months
at least. not exceeding 9 Mo. $64.5.

Sue. for such garnishments must be signed & be made returnable before
the Justice whereas the origin. just if the demand does not exceed
$15 when it may be returned to the Cty in the County where
one of the parties is tried or in all. but if the Justice be sued at the
demand does not exceed $15. it must be signed by a made returnable
before any of the Justice. $64.5.
Effect in Section 355 does not extend to assignee to whom security was given, but is limited to assignor's goods, if any, within two years after the date of the assignee's notice of the assignment made to the assignor. If the assignee, upon failure of the principal debtor to perform the obligation, shall recover the principal amount, together with interest and charges, from the assignee, the assignee shall be entitled to recover the same from the assignor, if the assignee, upon the assignor's failure to perform the obligation, shall not have recovered the same from the assignor. If the assignor, upon failure of the principal debtor to perform the obligation, shall recover the principal amount, together with interest and charges, from the assignee, the assignee shall be entitled to recover the same from the assignor, if the assignor, upon the assignee's failure to perform the obligation, shall not have recovered the same from the assignor. If the assignee, upon failure of the principal debtor to perform the obligation, shall recover the principal amount, together with interest and charges, from the assignor, the assignee shall be entitled to recover the same from the assignor, if the assignor, upon the assignee's failure to perform the obligation, shall not have recovered the same from the assignor. If the assignor, upon failure of the principal debtor to perform the obligation, shall recover the principal amount, together with interest and charges, from the assignee, the assignee shall be entitled to recover the same from the assignor, if the assignor, upon the assignee's failure to perform the obligation, shall not have recovered the same from the assignor.
I am far as Gamelske it must be owners that furnished
was an abscording debt, it is described in the original
record. 2 Nov. 238. Carruth & Peace C.C. Sittig Co.

Copy was left at home of Gamelske. He being about
d to his return in without actual notice of the proceeding
and paid the except—payment held valid. So where the
contract was to do the entire service for an entire price
before service performed. except service held that nothing
was due. 3 Nov. 202. 3Rick 65. 12. 12 & 268. 7. 65.
Forth Attachmt

To the C. before whom any design is pending may be
a commission to take the depositions of witnesses in certain cases,
or if the depositions are taken he can take the advantage of the
comittee at supp. § 515 p 3.5. Article 5

If the original creditor or assignee commence an action for the recovery
of debts or effects under the lien of a foreign attachment, it must first be
removed for. If the C. may allow the cost to be deducted out of the
debt. In case they may allow the cost or allow no cost to either party, to
their discretion § 168 p 14.

Goods in the hands of fraudulent grantees are liable to be held by
foreign attachment § 223 p 228. Rule 379. So too if the goods are
effects in trust under a fraudulent conveyance § 1217 p 2188 282

Petition taken a judgment on or exchange the grantees part into
the gift is not the principles § 120 295

If principal is not an absconding debtor a grantees is not liable
a may to the advantage of it on brevia § 120 276 295

An absconding debtor cannot have fraud the person
existed have an effect of his not have legal right § 81
Voluntary courtesy

No man shall do another a kindness of theirs change him with a recumbence

1 cent. 7 5/8 1 Saund 26 1/2 n. 1 Harvest 33 1/2 Robs 106

20 ac. 11. B & F 8 8 3/10 5 I. M. 27 8 3 ac. 48 4 8 ac. 43 6

A more voluntary courtesy will not support thereof

Rob 106 1 1/2 87. -

And that shall be assessed a voluntary courtesy which has
been undertaken without a project of a certain recumbence

1/4 106 -

An action cannot be sustained for trouble or injury going to a place
to become laid for 11 6 2 44 8
of joint security, any money for their principal must be
secondly either paid from a joint fund unless such funds
be or joint decisions are on a copy for the said fund.

168 3 Pop 225 24.27 184 16 31 8:9 28th 282 5 6th 194

Jnu

"I hereby agree to remain with the a two years for the purpose of
obeying the laws of the state and making constant and punctual
sec. 1. When 8th 3d 14. 6 182

Assumpsit can be sustained by a statement for supplying
necessary to one whom 8th was bound to support
1 March 558 4th 12. 72 13 4 80 14 18 16 28 1
1 Ep 270 2d 729 3 1 176 39 86 8 28 23 3 14 8
This is an action of trespass on the case whereby compensation in damages may be recovered for an injury sustained by the non-performance of express agreements (Scrip N53.

Agreements are distinguished into agreements by specialty & by fraud (Scrip 53. Vide contra.) This action is confined to agreements by fraud. Damage (Bro 36505) or debt being the proper remedy for the non-performance of agreements, by specialty. If agreement are merely written & not specific, they are fraud. (Scrip 557.) (Scrip N53.

The essential facts of every valid agreement are the promise or undertaking of one party & the consideration on which such promise or undertaking is founded. Proceeding from the other party. This promise in express or implied (Scrip 53). In actions of trespass a consideration must be stated & proved for in fraud agreements the law will not imply a consideration (Scrip 387 19) said that Bills of exchange & promissory notes form an exception to this rule. In cases they are not considered ground specialties after transfer. (Scrip 316. 375. 382)

To sustain A trespass there must be a sufficient consideration, i.e., a consideration either of benefit to the Creditor (Scrip 24 658) or of benefit to a stranger (Bro 2191) or of damage or loss (Bro 1941) sustained by Hf. at the request of

Creditor for & made to Plaintiff 305 a 305 (Scrip 53)

Thus out of Hf. from which Creditor derives advantage or any inconvenience or labor sustained by Hf. however small (Bro 20. Bro 270) it may be in a suit consideration of done or suffered by Hf. with the consent (Scrip 21 8 510) either
Consideration.

Where there is no personal exertion given the action will not
lie 1766 18th Jan 1773 17.

Where an agent acting as the agent of his
principal is subjected without any fault of
his own to a loss by a groundless suit brought
him by a fiduciary person such loss will constitute
a sufficient consideration to support a promise by
the principal to indemnify the agent 182 Pr 522.

In 1775 our notes of hand are considered to be in nature of
specialties unless of consideration cannot be annexed to
destroy them 1st day 250 no failure of mind to make a
specialty 5 Cons 271 2 Mill 347 2 Aug 177 15 430 1 st
5 Cons 516 570 188 5 st 7.

Assumption will not be by the opinion of a land to secure the
amount due at least one can assume from the his sight
has been recognised upon his payment must be to him as
negotiation bare for payment of the balance of 387 31 st
16 10 445 4 dower 13.

18 26 Nov 175 57.
of the cursed or in the language of pleading - at
the special instance & request of Deb. - The consideration however
must be of some value in contemplation of law & if put
cannot be sustained (111. 23) v. cit. bon. 66. 1 P. 92. 0
where it was adjudged that the acceptance of a sum of
money by Deb. from to pay over to the creditor was a
suffj consider to support a promise by Deb. to perform the
trust - sec. v. cit. 28. 1, where the law justice considered
the detention of the money as a damage too - The rule
however is correct Sen. 66. 18. 8. Cq. 1. in consideration
that 13. should make at will to lien on his coined should
suffj consider for 13. might immediately determine the estate. 111. 23
8. Sen. 88. see 66. 55.

So the mere performance of an act which the
party was by law bound to perform is not a suffj considerance
i.e. where master of a ship is binding himself to pay the
lauren & for extraordinary action - promise
holder void - for the masters are licence to exact themselves
to the utmost in prosecution of the ship - see 66. 55. Peal. 32
- So natural affection the suffj to receive an are is not
a suffj considerance on which to found an action - bro. 2
55. P. 7.0 P. 7.0 not a suffj considerance on which to found an action
2 Sen. 30 Sen. 57. see 66. 13 where it is said about the
release of an age of redemption is a good considerance &
the law will take notice of what was our equity to be
in 66. 23. 2. Sen. 30. 87. where it was decided that
the release of an age of redemption was of no value - correct Sen.
In what cases it lies. Forbearance to sue

When one of several facts stated in an action, if it be a fact, is an express promise, it may be proved to fraud.

is more than 3 years before action first.
1761 16 319

Where a broker is acting within the scope of its legal power, all person, contracts, made by its agents, or express promises of the corporation, if all else, is proved upon them by law. any benefit conferred upon their request, receive implied promises for the enforcement of which an action will lie. By 297
307 12 John, R 231 14 do 119

If one makes a promise to another for the benefit of a third, the third may maintain an action upon such promise. See 2 Chir. 284 13 Kent 318 322 5 R. 302 1 Beav. 171 2 Leav. 310 101 14 1802-10 2 B. 3 do 149 15 14 286 1 Binn. 429 36 192 1 John R 129 2 do 204. This rule does not extend to contracts by specially 205 16 1804.
Where it was intended to be in one sum $15, to discharge a part of some of his debt as amount to $15 debt to be held over till a good consideration for a promise by him to pay the debt due to him from B. 8th Selw. 56. Saleb. 49. So where C. agreed to take a lesser sum payable by installments in lieu of the original debt in consideration of which C. promised the Esq. to pay him the lesser sum, held over as consideration, albeit the acceptance of a lesser sum for a greater is no satisfaction, yet since the nature of the action was changed for an action for the original debt must have been in the court, but by the agreement it became the absolute debt of the Esq. who became liable for an agreement to the amount of the original debt. Yelot 10, 11. Selw. 56. Ev. 218 C.

If a creditor at the request of his debtor forbear to sue him for a certain time it is a sufficient consideration for a new promise by debtor on which to found this action (see 87. Selw. 57) so if creditor at the request of J. J. forbear to sue his debtor for a certain time it is a sufficient consideration to support a promise by J. J. to pay the debt the by $129. 6th 2. This agreement must be in writing. Selw. 57. But it being in writing is matter of evidence at the trial & need not be stated in the pleading. Yelw. 12. 3. 6th 2. The Count after account will presume it was proved to be in writing. 14 John 237.

Forbearance to sue can be evidence of debt.
Forbearance to sue.

The action on an implied or written contract may only be tried at the time of the promise laid in the declaration, where time can be proven, the court may prove all equitable circumstances which can aid the court to begin the demand, but they must be such facts or circumstances, or the time of the transaction, from the consideration of the promise, but all the transactions and controversies are reported in the same manner as any other action.

When work is done under a special contract, not completed within the time limited, but completed after the day, with the consent of the other party, a recovery may be had, or the contract suits, etc., compensation will be that limited by the contract. (Paw. 8358)

When a notice was given of an intention to demand the work, or the departure from the contract, or the work is not completed within the time, the same may pass on a quantum meruit. 16 March 586.
for a certain time when a simple contract of his testator is a good consideration to justify a promise by \( \text{To} \) to pay the debt (C. 184 p. 10957. I. 12. 53) and forbearing to sue an \( \text{To} \) for a reasonable time for the debt of his testator (The E. 33. 10 p. 137.) But the agreement must be in writing (C. 29 Cas. 1. 1053. 1894). But

forbearance to sue may be a good consideration it must be either absolute (C. 184 p. 10957) or for a definite period of time (C. 184 p. 137) or a reasonable time (R. 34 p. 138) forbearance for a little (R. 4 p. 125) or some time is not sufficient. (1894.)

In case where action is not against debt or a promise made in consideration of forbearance of suit an objection will not be upheld after verdict that the declarer does not state how the original debt accrued for the is only in evidence to the action (C. 155 p. 396.) If the declarer omit to state to whom \( \text{To} \) forborne \( \text{To} \) sum it to state to whom \( \text{To} \) forborne \( \text{To} \) sum it to state to whom \( \text{To} \) forborne \( \text{To} \) sum it to state to whom

But when special damages it has been held not sufficient to state a consideration to forbear generally unless it be also shown that there was some reason to forbear (C. 10. 103 p. 58.)

The consideration for forbearance is not confined to forbearance arising by agreement for deserving from a suit in E. (R. 2. 68.) on the
Forbearance to sue

A promise to forbear saving for the residue of a debt in consideration of a payment of a part in kind from
consideration 12. Adam R. 1425

Arranged on a promise to pay the debt of another Debt may plead the statute bars and specially in case 15 June 1425 2 169

If I agree to work for 10, for such compensation as is shall
dean receipt A. ean receive nothing 5 shill 1763 166 Decem 1290
Taylor or Ackman paid 40 Gold ill 3 Jul. 1499

Where credit is once given to one person it cannot
be shifted to another 166 301 5 great 386
the party is liable only in Equity (12 L. J.) has been held to be a good consideration (Seab. 58. 9) by
arising from another complaint before a Justice of
the Peace (Env. E. 517, 881) to proceed to a
 staying the trial of a cause after issue joined (Env. E. 569)
 is a good consideration for a promise to recon-
costs incurred. See 57.

To recover a suit against

July where originally there was no cause of action in
not a good consideration on which to found an

Aumpfit - Ed. A. B. were bound jointly & severally
in a bond (March 202) to C. who released to C. afterward, B. in consideration that C. would forbear to
sue him on the bond promised to buy it. Holden
that the bond was discharged by the release (1 Just. 232)
to C. and that there was no consideration whereon
an Aumpfit might be grounded - See also Env. E. 568, 200
Seaw. 130, 127, 132, 118; Seaw. 130, where a bill was not
by obligee against the heir of obligee alleging that
the becoming solvent by descent ought to satisfy the bond
- left, I mean. Seaw. 118; but had not sufficiently alleged that
the heir was bound in the bond. I defer more here allo-
ced. See 57. 50 in Env. E. 26; 1 Shaw 133 1st 94

The more relation

of landlord to tenant is a sufficient consideration for tenants

privity to manage affairs in a landlord like manner.

5 T. B. 573. 57.
Dolsone from A. & B. A. is sued also & compelled to pay
he can maintain no action against B. for contribution -
for the judge knows no equity - it should have been
in abatement that B. was not joined. 14 Lea R 322

Said in 6 Watts 253 that a suit may arise on
down payment of A. & B. on the same contract & the judge
A. i. e. in no case - Peter. C. C. R 301. 1 Peter Cond. R
290 n contra in casa. 3 dif. in casa. in a case
and 2 U. S. D. 147-8

If a special contract is prescribed a performance passes D. R. 404
by def. If shall remain for service under it paid none
only as was agreed to be paid for the particular service
performed unless the contract of def. has failed. In each case
some disadvantage when such additional expense
trouble may be shown to answer the compensation
7 March 123 4do 285 14 Mt. N. R. 236 1 Stark. R 275
Packer. C 103 10 John 36 3. If agree to work for def's year
& def. the time expires without fault on his part def. discharges him
in all. If work is late he may recover the damages & paid for a year
25 C. 375 do 375 1d. 3 £'s 234 ought also 888
5 do 405 - B. 179
The consideration on which the promise is founded must
more from the pur of it. It is a mere stranger to the condition
having done nothing of trouble to himself or if benefit
to itself be ascertained in the actions, delay is more. 186 8
a promise by a constable to delay
the sale of property longer. When the laws allow is
in restraint consideration is void. 153 166 3. Edmund of
219 2. John 586 14 269 for the consideration must
be such as the party undertaking has been caused by
law to perform an act to be performed. For where
Pf declared that he being bailed to S. for a consideration
that P. would discharge him of a debt due to S. promised
to after verdict and judge for S. in Court below. It was
received in 13.4.2 because Pf would not discharge a
debt due to his master. 16 161 16 63 3 174 12

Consideration, part executed will not support a subsequent
promise unless the act was done at the request of the promisee
In a promise of Pf, in the promise of Pf, is not.
Pf, to indemnify one - the promise is void for the
bailment which was the consideration was part and
agreed to before 89 27 12 25.4 26.1 12. 106. Where
it was listened that a mere voluntary act was not
without consideration.

But where the act which forms
the consideration is done at the request of the party promising
If the party derives a benefit from the endeavor, it is 
due; for it is equivalent to a previous request. Second 
26th. 1./ A keeps a sum of money for B, B attach!
agre to the regimen. But if it must be observed in 
the declara. to have been paid in the special instan 
urse of 1/10th of 41 1-18, 5 583. 11, 144
1.44. 192 1.10 as 144 1.2 1844 1.4 1844

Promise to pay £20, for that the said building was a lease 
or one season for a two-year term—see for the service 
does not go along with the consid. 1 Dr. 44. 181 99
5.2. Sam. 30. Paper term 3½ years, 1/10th
Amount is equal to 1/10th of 20 Sh. be left 1442
and become due for 20 Sh. due. 2/72, if that 2/72 had 
before that time sold or conveyed to 2/72 in favor of John 
A. E. 1844 1/3 of 20 Sh. 33. 2 Bann. 1141

P. The overseers were legally liable to pay in such case 
without any stated promise for by how they were obliged to 
afford the necessary assistance. 2 Bann. 253
the circumstances of the promise being subsequent in
point of time to the consideration and not affect it.
As if B had consented to promise to pay B after 15 years.
1. If B had, made such endeavor in consideration thereof of promise to pay him certain
money, this is said to be a good consideration. 1 Will BILL
11, quod. 1. See to the example nis.

It should be stated

in declarations or executed considerations that they
were alone at the request of the party promising for
the after received. The court will sometimes imply a
request yet after a judgment. DEF. inst. 12. Since 933, see 13 term 1671
where B is judged. Just. is reported to have said that the
above case in 4 B 33 was a strange fact and case.

Soln. 5.

If a person is considered as a moral obligation to accorn
act & another does it without his request a subsequent
promise to pay will be binding. Bull 129, 147-281 Ex
where a person was taken suddenly ill & was forgotten
attended there-without a previous request of the çevewer.
-2 afterwards the cause is dismissed. But, in good
for they were under a moral obligation to take
care of their wife. See 166 P.

A moral obligation is not siff to
receive an implied promise in law. As where the
the person owes of C. laid out money he has a pricpee
of the breach of B. whereas it is in the practice of A
Moral Obligation

That an express promise founded upon an antecedent moral obligation is sufficient to subject a person bound to
both 288, 290, 544 - Est v. Dug 184
Bull 14 - con't 5 386 190 3 36 2 4 49 in

Where the creditor ceases to take nothing under a commission of bankruptcy it is considered in which of
the bankrupt makes a new promise to pay the debt
anything being paid each new promise binding by
section 68
16th 265
Aug 13
I cannot be removed for his illness - it was held that the law would not receive an implied promise in the
favor of 16 in which the plaintiff was legately settled to
reinure the money laid out by the plaintiff of A - all the
favor of 16 - had notice of the plaintiff's illness. 2 East
A master is not liable for an implied
agreement to pay for medical attention or a
remunerative service without an accident in his service.
3 Selw. 214.

The a debt or duty remains unexercised yet
if the party's liability to be sued is suspended only either
by the intervention of some rule of law or omission
of a state or subsequent or even promise, will remove
the suspension & restore the liability. Hence where
the holder of a [illegible] bill of exchange (2 East 16n. 231
240 13.H. 13) had failed in giving due notice of the [illegible]
of the bill to discover his own fact that a subsequent
promise by another that he would see the bill paid would
support an affirmation (Selw. 6.) to of a debt known by
its limita. 25889. - promise of bankruptcy after
his certificate to pay an indubitable debt (2 East 544)
so as promise of a person of suffrage to keep debt
contracted during his infancy one binding (5490).
- in this case some indemnity declarant on the original
cause of action I also insert a count on the substitute
promise the consideration of which is stated to be the
debt remaining unvoided (2 East 25889.)
When goods are sold at one time on one of the same contract vendor cannot maintain separate actions for separate fractions of the goods. 51 H. 259 253. 2 Ed. 6 213. Should miltifiy suits 16 Ed. 122. But when the demands are separate and distinct separate suits may be instituted upon each. Ex. Someone renders at once time upon a distinct contract 6 also someone renders at a distinct time upon a distinct contract. 16 Ed. 137. But if after all this in one suit someone or another shall recover for all may be back but one suit can be brought within this rule before. 7 Murl. 493 id 248.

In Assumpsit as a note for a search article 16 Ed. 436 the highest market price after the note fails and as before this is the rule of damages.

2 Brow 82 700 681 and Starks 1/35. 1 East 203 3 Bl. 624 id 311.
64 Gurnard v. Carroll 8 T. 31 540 and 1 Pattison 26 Brow 588. 1 Hild. v. Hampton 3 Wheat. 200 that the value of the article when it shall have been dished is the rule of damages.

The lease flock has been taken under a preyed power of 100.5 may plaintiff enjoin against him also losses the prejudice of the lease 27 Ed. 369.
If the agreement is to be conditioned (2 Wait 116; 117; Defoe, 127; Loughborough, 23; 3) it is incumbent on 
the promisee to show the condition performed. [Selw. 69]

The agreement must be legal, i.e., it must not
contravene any rule of the court's policy of the
(b) (Selw. 69) (c) [Selw. 69] if either the consideration or promise
be illegal (Cor. 403) or if part of the contract be
illegal, or if the promise be to do two or more acts one
of which is illegal (D. Sone, 24), an action cannot be
maintained for a breach of the agreement. (Selw. 69) (c)

Uncounteful presentation (Cor. 53; 33; 61) Promise
to some person has not, for breach of contract, nor of duty
(C. D. Sone, 17; Cor. 22; B. C. - 107, 197; 120; 118; 218; Reale
Cor. 180)

A promise not to one a thing in a particular place
is legal. [Selw. 596; Site Contracts]

2. Hence, if the promise
unfruquent to public policy and [Selw. 32; 32; 27; 61; Solution]
7 418 89 Selw. 73, 17 418 17 Camp. V.P. 653
and also 618 141

The agreement must not be
with or arise out of an illegal transaction. Hence, where
an agreement was made between two parties (3 416 454)
subjects of Eng. for the sale & delivery of goods in Germany
for the purpose of being smuggled into Eng. It was
The measure of damages for the breach of an implied warranty of title at the date of the breach is the price paid interest thereon and the costs incurred by the owner against the purchaser or his assignee if prudent and notice not the costs of defense. 535. Rule out a suit for breach of contract the damages to be assessed will be such as reasonably arise from such breach if other damages to be assessed they must be specially alleged or proved. Ground of costs defense 534. 536. Texas Chann. 7th & 8th 53 1828 7 Feb. 7th 152. 1828 517
induced that the vendor could not maintain an action for
the value of the goods, but also, that the vendor had paid the
amount of the debt before he had received the goods.

So all contracts respecting insurance made void by
8 Geo. 3, W 405, 24, H 1279, 215, 571, 1 Dunning 176, 6

Where

one of two partners has been compelled to buy the whole
of a shop on an illegal insurance (Park's Law) & the
other partner has paid his moiety of the shop into the
hands of a broker it was held that this moiety could not
be recovered from the broker by the partner who had paid
the whole shop. 9 Rev. 76, 1 Esp. 1, 36, 12 East where it
was held that if money is paid on an illegal contract
executed to a third party on the promise for whom it
was paid can account of such third party.

An officer cannot

a prisoner to go at large (8 East 177) in consequence of which
the officer is obliged to pay the executor the officer cannot
maintain an action for money paid against the debtor
for he cannot raise a cause of action by judgment of
money for another as account of his own breach of
contract. 14 East 148, 80 L. 29

3. The court must be fair and

honest & not enter into for a precedent purpose
for fraud will vitiate any contract. - 9 Co. 12, 13
amount of money for goods in advance of E (321, 1357)

a secret agreement between 13 & E that E should pay
A nonuis to pay the further of B £80. for the use of
B. By may sustain any certain costs A. 1000 lbs £88

A certain time payable in collateral articles at a
certain price - the value of the article, not the time
offered in the price of claim - yo lom. 152. 111
Rule in Panne. in accordance with y comma ecp. Addo. 8 46
11 Dec. 2 A. 4 145 5 Mary June 2 65.

If taxes are illegally opened a large voluntary cave they
be recovered back but not 17 A 162 762 no Williams
Pierce 5 lit. 170.

For order good of a particular description & diff-
ners are delivered he must return them in a
reasonable time or pay for them 11 £D 300
Asumptit

B a further sum for the goods sold on

1224

4. If the agreement is of such nature that the carrying it
into effect or enforcing it will give a sanction to criminality,
an action cannot be maintained upon it, as such
circumstance. E.g. London, lot to cast for the
burden of prostitution — action not maintainable.

1224

18. 40. 12. 27. Supra. 13. 11. 27. Supra.

General Indebitatus Asumptit

As general Indebitatus Asumptit is in the nature of condition of
debt, it may, its introduction into debt, due to the
circumstance of debt not being permitted in this statute
rendered useless (1609. 95. 1609. 95. 1609. 95.) Said in later
who cited Sec. 23. 1609. 95. 1609. 95. 1609. 95. 1609. 95.

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Sec. 23.

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Sec. 23.
In this action, will lie on the implied promise arising from the occupation of land. 4 Dec. 228 1200.

233.

Inds. left will not lie where there is a special agreement. 2 Prob. 99/10, where there is a special agreement restricting it, therefore the actions must be on that ground recovery can be had under the common counts. 11 Oct.

1827 7 to 172 12 to 274 13 to 94 19 to 212 1 Dec. 10

Assumpsit cannot be maintained on a running account between merchant and broker. The proper remedy at law being an action of account. 2 Bank 238 Gilt-6 192. 2 Welby 81. The proper 4501 the 6 industr. ter. no evidence can be given of an account current. In no fact. there has been a settled accommodation balance 4 Dec. 1 34 Olon. + Ledman.
especially the circumstance is added but such as is founded
for by the specially (Page 332 (Ch. 208) but when the
specialty is only consideration to the promise & a new consideration
intervenes, a specialty will lie (1 Wash. 140; Selw. 81n)

24 In special

be dealt in the doctrine of estoppel except the debt may be,

because it is that it may appear to the court to be a matter

whether an estoppel may be founded I can of my own

this may be taken advantage of by unit of error (Ced 1 207)

or in favor of judge after verdict (Ced 8 31) but it is not necessary
to state the particular items constituting the debt - 2st if

it is generally that debt was indebted to Pff for work

_2nd letter_ Ced 228 _Hobs 2_ Lee 153 _Bro 115 &c. In an

in an action of J. & K. upon an account stated not

necessary to prove items but merely that an account

stated for that is the course of section - (1773 42 m) the

accounting being the ground of the recovery is unreasonable

(Ced 1 284) on account stated Pff is not obliged to state the

apart mentioned in the declaration. (Bro 127; Lee 81n)

The reason

in common counts in Lee 153. two there been wanted labor

goods sold & delivered - money lent & advanced - laid laid

out & expended - lost & received - one an account stated - 2

either of them or none of these are usually added to every

special document where circumstances require it (20 if

Pf. Soros in proving the special count he may resort to

the common counts (Page 651) unless the special contract

remains the still submitting it in the case in which case
In an action for the price of a chattel, the mere proof of a defect in the sale or that the article sold was of no value either in or out of the action or in mitigation of damages, 13 John 302. No do 548. R. 480. 2. Saunt. 2. 1st. 190. 15 John 211. 2. Deed in arrear. on a specialty. 13 John 431. N. 2. A. R. 141. In that, if there has been any beneficial service done, the whole may be given to the other party to his own action. 1st. 1779. Aug. 16. 1772. 3. Shakes. 1466. 1. 2. Deed. S. 6. 1068. 3. Deed. 1783. 16th. 11th. 9. Anderson. 3. 74. 1. 0. 1. 2.

In an action on a written contract for a sum certain, the contract itself furnishes the rule of damages. 3. 1. 9. 1794. 3. 6. 2. 1681. 4. 2. 7. 1783. 3. 6. 226. 2. 2. 13. 10. 2. 1. 431. 3. 6. 226. 2. 2. 13. 10. 2. 1. 431. 3. 6. 226. 2. 2. 13. 10. 2. 1. 431. 3. 6. 226.
It will not lie upon a bill of exchange by way of assignee on the acceptor (Sect. 23) for the acceptance is only an assignment to pay the debt of another in the name of the assignee. So an assignee cannot recover at common law in his own name on a promise to pay unless there is an assignment or some other consideration there the consideration is wanting (Deb. 67) Sect. 83.

And will not lie on a special contract (Sect. 200) until the term of it is performed, or even when performed.

Hence where a party declares on a special contract to pay the vendor the sum, but fails in this regard, etc. as altogether recover an annual count, the same is such that suspending there has been no special contract the assignee recover for money paid or for work and labor done. But Sect. 88. Sect. 83. Sect. 83. A tile.

In case action of indept. for goods sold (2 East 145. Ellenborough C. 63) it was said that the goods in question were to be...
one who has a promise of payment against a debt is sued a complaint to pay it with costs many years of the promise principal interest makes the costs. Corv. 515

A. agreed to build a house for B. for which B. was to pay him $100. When the work was completed, A gave C. an order upon B. for the sum there to be paid & afterward applied to B. for a part of the money for his own use which B. refused to pay on the ground that he had already given C. an order for the whole sum. In an action by C. against B. upon the order & was held & held that C. must prove that at the time B. refused to pay the work had been completed & which was not the fact. B. could not recover the amount of the order of B. 8 Ram. 395. Circuit & detention. The A. C. in this case claimed that the refusal of B. to pay it amounted to a promise to pay thereupon this ground decided to recover. But it is no defense to an action on a bill of exchange given for land held that the reason given refer to money paid. 18 0% 2 14 East 48% 8 Cam. 23%
Paid for in three months, after the day on which the
bargain was made, and all of two months, and that
the action was brought on the said bill of
before the expiration of the time mentioned in
the action of affidavit was the proper season, to recover damages
of the debt together with interest to be computed on the
fine of three months from the time of the
issuance of a bill for two months—ride
4 East 5 & Queen 1876 and 2 Barr 582—where no interest
in no case, except for the time for payment of the goods, but
shall take the bill on payment, if it is dishonored, he
may sue the same on his account for the recovery
harbored—1876 85—54 85 85—47 85

and entitled
to recover for goods sold, delivered, advance, credit for a
contractual time as it shall be a special memorandum that
the bill was sold and assigned subsequent to the
execution of the contract, and the suit, and the purchase thereof
before 4 East 5 5 East 6 5 East 6 5 East 6 6 East 1876—1876—1876
342 contra.

Where the contract is entire no action for
it can be maintained until entirely performed, or
until the time for performance has expired—29 0 0 6
February 85.

For money paid this action lies, if paid laid
and once for all, the suit, and the present of the
spur or impleaded, as the case may be, in the court of the
honor of the minor, 34 818—5 818—5 818—5 818—5
48 85

For money paid this action lies, if paid laid
and once for all, the suit, and the present of the
spur or impleaded, as the case may be, in the court of the
honor of the minor, 34 818—5 818—5 818—5 818—5 where
it is said that no action could be maintained at law.
For money paid.

When a surety pays the debt of the principal and the creditor is bound to assign over the security to the surety, 2 John 1:9. 4th. 2 Nov. 608.

Payable: for money debt due collateral articles, etc., money will support a suit for money, James 7:5, Lev. 16:6, and 3 Pub. 462.

I earn the trust have given account for the money; the receipt not being undated 27th, 371.

An officer paying an ac't. is dept. without his consent cannot maintain a suit on the implied promise for money paid. 3 John 4, 14 to 87, 7 to 159, 219, 1129—

A surety may sustain an action against his principal as often as he is examined. 22nd. if a note may, due the surety, not to often as he can: a payment for money paid. 6 Wend. 289.

A suit on the first suit is no bar to the second. 2 Wend. 374.
where the surety has paid the principal debt and by $5,000
for which he secured the payment of the principal debt and the
surcharge which might have been assessed by the surety.

In N.Y. 139, the surety was not liable to pay the surety
his surety not being entitled to enforce the
of the original debtor). 2 Boll. 268. There was no surety
had been prosecuted upon to become bound to the surety
hearing (2 Esp. 844) no action can be maintained
against him—Lucas, 84, 2 Boll. 329.

So by 38, 329. 4

for the recovery of such sums, as they or either have been
necessarily obligated to perform. 5 Esp. 117.

So where one has
been obligated to pay money for consequence of which
another is discharged from a demand or cause
of action. The surety paying money, secures in this
action against the party so discharged—3 R. 805, id.

Where it is said the payment must be made
without reasons or reasons which I take to mean nothing
more than that that if he has sustained no inconvenience
or damage from the payment there is no action
sustained. Even as he has a right to
at the request or consent of the creditor or person in

But the mere circumstances of one person—
For money paid.

Rule. Where one pays money to another on my account without my request a promise will not lie without an express promise to pay it. Pr 20.

A collector of taxes cannot sustain a promise to recover them but must resort to his warrant to obtain 800 and 470. I will lie aside
the administrator 2 Pr 51.

A & B were indebted to the A. & A. gave his land for the debt & B signed as security. Then A. died & C. found the land $1000 & B for money paid for his use stating the promise to have been made by A. to B. in the lifetime of A. held that proof of paying the money for the recision part when after the death of A. did not support the declaration as an implied promise by all that the claim of the A. was extinguished by the land of A. & that C. had a right of action against A. only—who deeded the land to B in 287 Inc a Goodwill.

Said in 15 Mr 31 that in some cases a premium is considered a price at the store has been only a promise to pay it. & where the complainant has a right to recover the money given on a note with his loss on the account of the premium to pay while may exist after a suit to the decease of the offended.
having received an Advantage from the Disgrace of
money by another is not suf. to raise an Act against
the other for consent or have an Indictment absolutely
necessary to support the Action. Feb. 89. 1820

So it was held in that a broker who had contracted (3 H. 610)
with third persons for the sale of an expense clay
by authority of his principal who afterwards in
consequence of the rise of stock refused to make
good the bargain could not by paying the difference
in the price to whom the stock was sold maintain
an action on an implied Act against the broker for
the amount of the difference as paid. Sales 80.

So if

any one in consequence of his own mistake or
negligence in transacting the business of another
is put to any damage the law will not raise
an implied promise on the part of his employer
6 East 392. to do damage he is excused by breach of
duty to the for party benefit. 8 East 171. Selw. 40. Inte.

In an action founded on tort against several & one is
obliged to hou the whole of damage be cannot maintain
an action against his co party so society no
contribution between joint wrong doers. (8 H. 186)
deces in case of a joint judge. against several parties
in an action of tort. 1 East 220. 260 7 Co. 262. 263
For money had and received.

a. That it shall be deemed a void antenuptial which is given by a Court having competent jurisdiction.

$b.$ That it shall not be $C.$ 3. 125. 182. 182.

$D.$ 288. 9

$E.$ This is an equitable action and it cannot be substituted

for any mode of relief in C. 1st Day 82.

In an action for money had and received to sue it is no defense that defendant has a distinct claim agg't. for an equal or greater claim unless there has been an agreement between the parties to satisfy the latter claim as satisfaction of the former C. 1st 89.

Witt action for money had & rec'd where deft. learned collateral

articles in chain of acts for off. property. $92. 129.

$b.$ 92. 93. 9 East 349. 7 lines 662. 462. in. 3 cent 462.

$C.$ 92. 93. 94. 116. 147. 150.
If there be found jointly to another in a bond to pay the amount they must being separate actions, against the third for the recovery of their respective moneys of what the third was liable to pay & cannot join in the action— 2 12 12, 2 23 5 Exp. C 1744 Sel 90.

Dor money had I received this action & lie & is founded on all the equitable circumstances of the case between the parties. 0 must show that he has Equity & Company on this side. Co. 1. If I pay money to one who claims an authority to receive it, when he has no such authority (2 13 14, 6 25 6 06) afterwards I am compelled to pay it to the person lawfully entitled to it. This action lies in my favor against him who has unlawfully received the money Sel 91.

1. If be indebted to B, I pay such debt to X, thereby the estate of a person, being A, in B's mortgage, but without B's authority, B may notwithstanding release the debt in an action against C, where no duty is against the debt 1 13 6 2.

Decided in Pay 10 that if B conveys land to A, 2 B conveys the same land to E, & receive the money of C for the land, C may maintain, & 2 A for money paid, & receive of B, to & for the use of A, an action for money had & received will lie against a sheriff for money received on 24, but there must be a special statement of
For money had and received.

In an action on a warranty for defect in a chattel it is not necessary to show that Deft made the warranty in express words but any representation by deft of the thing sold as a direct or implied affirmation by him of its quality of condition showing an intention to warrant is deft. 19 John 290. 20 d.

2d. To special and oftentimes lie for money payable mistakes in a settlement. [footnote: 1/4 ot.]

When goods or money is deposited with one person for the benefit of another upon a precedent condition the deposit is not recoverable. Same if there is no previous consideration Clark case 2 Casew. 30. 31 Dy 49 Mclaren v. Temple 4 Bunn. 2239 Whitley v. Conneau 2 Bo. 279.
facts in the declar. 20000 1/2 2 and 41 st S 32 C 3 Tho 183
26 Aug 369 3 Crand 237 2 24 Tho 240

2. Where a person has
outsold an office belonging to another (2 Tn 260) and
taken the profits thereof they being certain settled
this action lies in favor of the party aggrieved - law
if the profits secured were mere gratuities given to the
intruder. 6 3 H 681 Selw 1

But this action will not
lie for the profits of a conveyance until half has obtained from
13 k 399 2 28 1851 S 2 3 H 408

3. Where money to which
there was no ground of claim or conscience has
been paid under a mistake the party may recover it back in this action Selw 92 (C 11, 14) as where a
being indebted to a bankrupt, it paid the debt to the
cpigness without setting off as he was entitled to de-
cision of money due to himself - holder that he might
recover the same which he had neglected to set off
in an action of Ind. Qpt against the cpigness for money
had received 150 285 and also 444 432 in m a.

But where
money has been paid under compulsion of lawful
process in one action in which the party might
have defended successfully if he had been prepared
with his evidence it cannot be recovered back
in one action for money had. I recorded the said
evidence he produced at the second trial as above.
For money had and received.

a. it seems not the first duty of the men to rise in consequence of want of justice in the inferior Court? If so mean may be found in the 1st 6, 61 131 219 217 219 1865/ but not certain land or cities to the gift principle.

If a security is taken for a present debt the money is included in such security if the money is recoverable on appeal the money may be maintained for the original debt 87 10, 150 84, 81 114, Bl. 44 & 8 152 153 but if the binding is serious a present account censure nor act of the security or as the 82 & 97, whether an action can be maintained to recover the original sum levant on without a
decedence to pay it.

En 2
2 2 2 1012

10th 11 of money for a bill of exchange were better who failed before it could be tendered but that a
might secure back the money as paid for the consideration had failed 1865 131 1865 140.
that the other party was not entitled to recover it at the suit.

1. John v. Smith, 100 Va. 200. 2. 13 Vei. 100. cent. as q. 2d. 15th. 1814.


Where a party pays money to another with a full knowledge or any of the facts of the case he cannot recover it back again on account of his ignorance of the law. 2 East 469, 310. 520. 1st, if a payment has been made not with a full knowledge of the facts, but under a blind suspicion of the case, if paid unjustly it may be recovered back. 2 East 469, 310. 520. 1st.

Moneys are in point of honor to consider, the def. person is not compellable to pay it, yet if paid, it should not be returned. 13 Va. 1824. 310. 520.

45. Where money has been paid without consideration or on a consideration which fails, or without any consideration will lie to recover it back. 2 Wh. 103; 171. 1816. 2 Wh. 197. 1816. 732. 6 East 241. 3rd. 8 East 10. 2 Wh. 366.

An action for money had and received will not lie against a mere provider who has not expressly received any part of the consideration of the bond executed without payment in signing a receipt for it. 2 Wh. 366. 3rd. 8 East 76. 2 Wh. 366.

For example, under the act in 17th. 1816. 2 Wh. 366. 3rd. 8 East. 76. to void all land as 8th. 3d. 1816. 3rd.

5. Having under advantage taken of a person's situation,
For money had and received.

Where money is paid for land and the title fails, it cannot be recovered back unless the deceased one with his executors or those have been found. See 1456, 28 Hen. 4, 1240, 8 Hen. 11, 1240.

This section lies to recover land money of which a person has been defrauded by cheating or embezzlement. See 1456, 28 Hen. 4, 1240, 8 Hen. 11, 1240.

Money advanced for one purpose applied without authority to another may be recovered back or money had and 4 loss by

18 Hen. 11, 1240
5 Edw. 3, 1240
1456, 28 Hen. 4, 1240
5 Edw. 3, 1240
I money obtained from being compelled to deliver money may be recovered in this action for money had and received and goods without any agreement for interest but on rescission & to compel him to pay more than bonafide interest. Note that this action will be to recover the damages for the rule solentí non fatigari, injury holds only where the party has a freedom of choosing his well (ib. 183, page 15) in case not the detention of the pledge or goods upon homeward said delay. 9. in. v. S. Aug. 1771

5 17 Where contracts one or transactions are instituted by positive state for the protection of one not of men from another if money is paid by the one who from their situation is necessarily to be offset and imposed upon to the other the party paying is not considered as standing in pari delicto. If after the transaction is completed, money being his action in respect the contract (ib. 230) by a creditor refused to sign the certificate of a bankrupt unless no sum of money was given at the time of bankrupt. Doug 69. Bull. 138. 2 7. 25. This party gave the money and in consequence thereof creditor signed the certificate. holden that it might be received in an action for money had been sued ibid 101. To express contracts not in pari delicto Doug. 171. Where a contrary doctrine in Shir. 411. 23rd. 22 was denied. See also Car. 199. to same effect. 8. 237

G. W. 1767 in case of
Where the owner of goods sets at auction or one, other person for their attendances shall bid upon the goods to enhance the price, it is a fraud on the real purchaser, 12th D 214. So if there is an agreement between two that one of them shall not bid if it is a fraud upon the seller, 6th D 194. So an agreement between two to divide the costs of the purchase which one of them should offer, is fraudulent, 8th D 444. So of sales, upon 24th 13th D 144.

On an article for the price of a machine at 3 that I sold to A to B for which a note payable to C was taken a true machine being delivered to be returned if ever held that he could not receive in the note there being a failure of consideration, nor as the common count for the payment (the note not reduced) mentioned nor the note sold the granting 9 March 45.
payments to a known agent the action for money had be
ought to be brought against the principal. ( Confederation 432 263 ) un opposition to that fact on the case of the principal
the agent may bring the action in his own name ( Hill
327 283 ) unless in special cases as under statute or
mandated. ( Hill 327 434 ) 431 555 Camp 204
- The if money be paid by mistake to the known agent
placed by him to the account of his principal may
not be paid over new and it gives bank bills and that
an order may be secured to the principal in consequence
of it, the action for money had I received will lie against
the agent Camp 566. So if there has been any
illegal act in the transaction on the part of the agent
this action may be sustained against him the he
has paid the money over to the principal. Selv 101 n 88
Camp. 39 89

Again where one had offered
to pay a sum of money for the use of the poor of the
parish in order to avoid a prosecution by a magistrate
which offered the magistrate received & the money was
paid by the society to the master of the workhouse for
the use of the poor may countermand the application
of the money before it is so applied I see no it back
in this action - of East 39 Selv 105

Where money
has been paid by one of two parties to an illegal contract
to a third person for the use of the other party an action
for money had I received will lie against such third
Rule if one have paid money on a contract, contrary to law, the money secures it back when there paid on a contract forbidden by positive law, & so on.

1 John 4:16
7 East 449 12 T. 225 4 Den. 2
5 John 234 n. The distinction appears to be taken between contracts immoral or criminal or simply illegal & void - void at law. A man of the first sort gives it in the last.

If a agrees to give B money by way of making an illegal act, B. cannot recover the money by action. A's promise is a remission of its debt. Bell 16:132
1 John 4:20 2 H. 3:14 1 Peake 4:12:8
to rescind. As where money was paid by an underwriter to the broker of the assured for his advice in an illegal contract of insurance (1 B. & 3 C. Ch. 222) it was held, that assured might rescind it of the broker, broker could not insist on the illegality of the contract as a defence the obligation arising out of the fact of the money having been received by him to the use of Pf. which created in law to Sec. 180, 296, the money may be stopped while in transitus. quae se cant.

But where money does not appear to have been actually in the hands of defendant (3 C. Ch. 222) but only an account stated between him and the other party to the illegal contract in which defendant gave credit to such party, for the money the court will not sustain defendant jury in awarding costs of an illegal contract. Dec. 107

9th Where money is paid by one of the parties to an illegal contract to the other in a case where both parties may be considered as parties to an independent contract, it cannot be maintained after the contract is executed to recover the money laid aside for in such special suit for account rendered defendant to 1 B. 575 and qui vid 7 575, 5 55, where money paid on an illegal wage mere recovered back after the event on which the wage had terminated, against Pf. and qui vid 1 3 B. 1379 6 3 7 55 1 M. 32 5 7 90
A. agreed to give B $4. for every for his services in an action
B. vs A. to recover the amount of injury alluding to damage, may
depose that the work was not properly performed. Such evidence
is rejected A. can sustain no suit vs B. for damage he
must bring suit 15 Jn 377 15 cc 308 8 cc 1753
9 do 234 12 cc 309 x 82 in an action for the price
of a chattel Dst may prove a defect in the sale
that the chattel was of no value I defend the action
or if the said chattel produces a partial diminution - que 369
only he may show that fair in diminution of
damage 15 Jn 309 1B ang 196 6 Jn 1753
So in an action on a bill gives for the price of
goods sold under a warrant the breach of the
warranty is an answer to Dst demand of Dst
in the goods found 25 cc 25 Jn 311 381 46

Said que unless the action be on a quantum meruit or if on
a special contract to pay a specific sum unless notice of such
defense is given 1 East 1783

Said 1 East 1785 n 1 that if no beneficial remedy there
shall be no pay but if some remedy the not to the
plaintiff except it shall go to the full amount of
the claimant's demand Dst to his action for the
negligence. 1 Chanc 38 Parks 29 2 T R 131
1 B cc 19 66 477
As well as a foreigner on an illegal insurance the policy is illegal by the laws of the country only it cannot be recovered. 34 R 268 3 R 265 37.

Where the contract is not prohibited by any statute law but is of such a nature that it cannot be enforced, on this ground, because it would be inconvenient to the merits of the question should be fully discussed in such ease while the contract remains executory money paid upon it by one of the parties to the other may be recovered. 7 B 303 13 10 67 51 46 74 32 71 80 14 89 89. The distinction between executory and executory contracts. 18 35 22 2 3 1 1 1

The proprietor of cattle wrongfully directed damage from which he yard money for the nurture of keeping his cattle declared to be cannot receive that money in an action for money how is received for the laws here understood to specify remedies for trying the question of this kind reflecting as to whether a framing any other would impose great difficulties when left by not entering him of what he was to defend. Exem 419 neither will conduce for determining cattle disease damage from if tender was not made till after indemnity. 16 9 7 7 7 3 8 8 5.

But where an action for money received was tried against an owner of the peace (Bell 121 cited in Exem 419 48 H 387) to recover money in his hands which
If a party sues or demands a debt which remains uncollected instead of contesting it as illegal he is afterwards entitled to deny the legality of it. N. P. 13. 8. 1. 379. 2. 14. 2. 286. To ascertain the extent of this doctrine, P. 2. 1. 407. That if paid after an irreparable misunderstanding or without fraud it is a

7th inconveniency, future debts may not be renewed.

1. Eph. 2. 7. 6 Bar. 3. 679.

2. 15th. 12. 1st.

6. 23. 10th.

b. to 74. 8th. 12.

But if a party sues, the contract entirely he must do

to maintain a reasonable time, 13 & 13. In this.

If one agrees to make an article of certain material

and make it of better use, he cannot charge more than

the stipulated price and must a return of the

article 14. 5. 8.

In actions of libel one the sake of stead, New. 126, doing


goods of a certain description, there must be enough

(removing of fraud) 1 John 94. 96. 12.

(removing of fraud) 1 John 94. 96. 12.
had been legally set aside. If goods are
so decline in price and so the Act of 1854
48 & 5 East 122 1855-1856
48 & 5 East 122 1855-1856
11. Where the contract is legal, if
contract on the general counts in a pt. while the contract
remain after his only remedy is on the special agree
to
2 H. R. 135 3 El. B. 142 Davis v. Camp 8 18 2 East 145-146,
and 1 Beane 11 7 El. B. 428. See where the contract is
rescinded by the original terms of it no act remaining
to be done by Def. If money remains with his money
he where no contract in not carried into 2% by reason of
some negligence of one party the other not having
come anything in 1st or 2nd. If the contract may rescind to
rescind to his money when it is rescuing the contract will
be rescinded the parties placed in status quo 1 W. N. 357
Skelton 114-1 East 149

12. In an action for money loan & received P't
cannot recover unless it be against some one that Def
should retain the money 3 H. N. 1354 131 1390 8 W. N. 414
In Virginia an end of a promissory note cannot
maintain an action against a remitter and one for
want of priority 1 Brazil 298 3d 212-3. If a negotiable
note be given for a simple contract or it no action
can be maintained on the original contract unless the
note is bound to be lent or produced 2 comm. aid trial 1
Skelton 34 3 Brazil 311-
A, agreed to work for 1 year at $10 per month. He was to work no longer a week. The contract was to continue until Monday following. He refused to return to resume the work, which he did not desire. He claimed that the contract was not current at that date. He would not receive for the work done. He owed $33. He also owed the employer $27 in debt. He refused to do think he could not receive for the work done. He owed $33. He also owed the employer $27 in debt. He refused to do

so. A 356 owed $63. He refused to do so he was ready to go out on a mile with the house. He ordered 30 to do so by his master. Therefore, his master claimed him to

be unable to receive for the service performed. They being rendered on an entire contract not completed. There was claimed

A agreed to do 500 tons of coal for B. He refused to part with the contract. He refused to do so for damages in not performing the whole contract. It was not permitted to set off the value of his labor actually performed under the contract. A 17, 25th, 305. On the principle that not having performed the whole contract he did not he proceeded in any way to receive for a part performed.

In court for work. Labor on an implied contract or the place of moral interest. As it may prove that the work was done under such circumstances as to show that the implied contract did not exist or that the damages were

$25 for $25.