
By the term infancy in our Law is understood a person under the age of 18 years. During the period of infancy, the infant is subject to the authority of his master, or guardian as the case may be—his actions belong to them, and it is generally true that he cannot bind himself by his contracts, in such a manner as not to have it in his power to avoid them, or contracts which he pleases to avoid them. The contract of others with him shall bind him, even when there is no privity of contract than the infant's consent. Although an infant is not liable for his contracts, yet he is liable both civil and criminal for his torts. An infant at the age of seven years is under no contract which in other would be an offence, he is not liable to punishment for the prescription of law is that he has not under a sufficient to commit a crime, of which prescription no practisability is liable. Between the aged seven and fourteen, no punishment is that for want of understanding. He cannot be an offender, but evidence is adopted, to remove this presumption, if he be found to be capable, he shall be punished.
as a criminal; in this case materia, subject to

Between 21 & 21 years, an individual in
no case be any sure, The same rule obtains
as to his liability for any injury done by him &
he is liable if an act of an infant, as insu-
turable as a child. Although an infant may void
his contracts generally, yet he shall be bound
when these contracts are for necessaries. Which
are Physick, Clothing, Food, & Instruction. and
those must be such as are suitable to the
infants wants in life, those which are rea-
tonable, for a child can under his circumstan-
ces to purchase, for it may be necessary
that an infant has no patent, mother, or
guardian, who by the direction of a dis
tended, from them, so that he can make
no application to them for relief, to con-
tract for his necessary subsistence, for the
things which cannot be kept with them under this
care, and protection, would not be necessary
for him to contract for, since from then
he would receive all that was necessary for
him to receive. Or where a child is so treated
by an ungrateful parent or enemy, that
he cannot have a table and reasonable sub-
istence, hence him, the law will sub-
in his contracts for necessaries, that
is the law gives it out of the infant's raw
er to refuse payment for necessaries afforded him under those circumstances as have been mentioned. And even in this case whenever the his contract is so gen., that the consideration of the contract from the nature of the security cannot be enquired into, such security is void. If the law was otherwise the infant might be committed to pay more than a reasonable price for his necessaries, and thus through indiscretion ruin himself. Hence we find an infant cannot bind himself in a bond with a penalty, for in this case the court cannot enquire into the consideration, but judgement must be rendered for the whole sum in the condition without inquiring what part of the real worth of the necessaries was not half so much as the sum contained in the condition. This I can receive to be the true reason why a bond with a penalty does bind the infant, and not the reason commonly mentioned in the Black: "That it cannot be for the infant due, to refer himself to a penalty."
As the courts are vested with power to check and overrule the will of private persons and corporations, and to prevent the unjust exercise of the same, it has certainly been the reason upon this ground the consideration of a single bill may be enquired into, and tho' the bill acknowledges a debt of 30L, yet the judgment may be for five hundred, which the bill was given for a mere value. We find also an infant is not bound by a note of hand negotiable for mere consideration of such a note cannot be enquired into—he is however bound by an un Negotiable for in this case the consideration may be enquired into, so again he is not bound by a bill of exchange where no enquiring can be made referring the consideration. No action is maintainable of an infant upon an infant or un an infant is an infant it is true that an infant is not an infant or un an infant is an infant it is true that an infant is not an infant or un
having sufficient definition to state an issue. In all these cases the security is void if the security remains paid. Under the English law regulating the contracts of infants, in no case shall the infant be liable for more than the value of the necessaries furnished, the any indiscretion in giving a security, which from the nature of it would prevent any inquiry into the nature of the necessaries. And yet in no case shall it be in his favor to avoid the payment of the just value of the necessaries. That infants should be bound to pay the real value of the necessaries, is an idea that has been adopted by our courts, and that they should not be obliged to pay an exorbitant price for the necessaries, is certainly to be wished and must in all hands be acknowledged to be a doctrine highly reasonable. But would not the doctrine utterly destroy the value of an intent in this country? A matter of hand is treated by us as a hand with a penalty and the consideration cannot be enquired into. Might not an infant in this way be subjected to great loss when he has indiscreetly given too great a price?
For necessaries and given his note for them, and this falls a sacrifice to his own indiscretion and ignorance of the law. Which most undoubtedly the law means to protect him against. As an infant's note to be considered paid, and no action maintainable thereon, is given for necessaries? This would be contrary to practice, and yet the law would never afford that protection to infants it means to do, unless the idea is admitted, as when infancy is past, the rule should be, instead of reflecting the inquiry into the consideration and finding the full value of the necessaries without any respect to the sum promised in the note. The adoption of this method of rejecting the note, and compelling the indorser to refund to the original creditor where the value of the article may be ascertained, by the Froin, will preserve entire the principles of Law in compelling the infant to pay the just value of the necessaries, and at the same time prevent his suffering any injury from his own indiscretion. It is more necessary to adopt the measure, I
...inferred when we take into consideration that the articles themselves which are necessary do not convey to us the full legal import of the term, or, that which is necessary for one infant may not be so for another. The circumstances of the infant must always be taken into consideration for none the infant is under the care of a natural master or guardian and that government is specially exercised, no contracts for the articles these necessaries shall bind the infant, for they are not necessary for him. But when the infant is in the course of human affairs is separated from parent, and cannot be subject to their government and protection, or when an unnatural master or master or a natural guardian shall no contract towards an infant, that a competent subsistence is denied him, as if they should be incapable of affording that subsistence, the infant's property or necessaries shall bind him. This may frequently happen. Poor or is liable to be called into the field, in time of war, and in a distant state, separated from his connections, and cannot resort to them for relief in his circumstances be ever so distressing. The same may happen when an infant goes out for the recovery of his health. And the case is not altered if the infant voluntarily leaves his parent with a sufficient reason, for it is the situation that gives efficacy to the contract.
any reference to the proceeding cause. Such a
situation. This fancier, stands
the common law. It is said by some that our
statute has made a material difference and
consider
all contracts of infants void, so that their con-
tracts for necessities are equally void as their
other contracts. I conceive that the statute
has made no alteration, but is only a state
in disregard of the common law. The mode
of expression made use of by the statute is
all persons under the government of Peru,
whether a guardian shall be incapable of
contracting: the true construction
with fancier to be such as are the
actual subjects of their actual govern-
ment, for such can never want to contract for
themselves. There was no occasion forbidd-
ing them. But the incapacity ought not
to extend to all such as have parents or
so situated with respect to them that no
governmental or protective can be of
served them. In this view of the matter
it differs not from the common law
unless it may be supposed that the statute,
intended to prevent protect minors from
contracting. Demander the actual gov-
ernment of parents && laisser un abus. That
government was exercised. He can hardly be
thought that combination a provision
would be the object of the legislature or that
the term government. This statute was
meant to extend to a government in July
exercised. I concerne such a case as to be considered as an exception. Shoult the statute never intended to cover. Besides, if the statute had intended anything contrary, and to overrule the statute, is necessary, a doctrine of the times, not until was enacted, thoroughly understood, then terms more decisive of the intention of the it would have been made use of. For as law in the case of this statute, and yet the doctrine of necessities has never been propounded, the statute of the time, it was not the mere construction of a statute, total silence in all acts courts, reflecting any alteration actually made and intended to confirm any construction, in the construction, to intend for. In the other of the statute, we find that after the words declared that "all "the guidance Parent, matter. "we are incapable of contracting unless licensed by the Parent. The statute says that parents are the Parent, the child he knows. Hence, the last clause was not the statute, but is the conclusion. But I conceive was no alteration in the law, as it was a mere case of its reversal of the statute, intended, as the defense in the statute was made above, the court, might lead to this conclusion. "That a law, by its very intent, to can- not be construed by the statute, with the statute, were intended. The license is an act to the contract was
Supposed to make the contract of the
insean thus declared binding when the party
arising afterwards, the contract of the grinnor
was in such case the contract of the party
all of which is no more than declaratory
of the Common Law.
Miscellaneous Observations, June 20th 1830.

Of the intention of the Devisor, law fixes it shall govern the devise. The intention of the Devisor shall give, in all cases if not inconsistent with some rule of law.

If a man by deed, at common law gives land to another, generally unless as if limitation, the devise has and an estate for life. But in almost every instance in which this rule has been applied to a devise of lands, it has defeated the intention of the testator, because 355.

But the intention of the testator ought in all cases to be specified unless contrary to the statute law or sound policy. If he attempts to create a perpetual easement or a lease, and that intention should meet with the least of the want of technical expression, the statute laws have not in all cases adhered to the rule. That the intention of the testator is not to prevail if contrary to the rule of law.

If a give his house to B. by deed. Take his life estate, however clear the intention of the testator may be, to fail of success. Because it is a rule of law, that a fee cannot be held with a word of limitation, and yet in the case just if the devise had used words especially the devise would have taken a fee, 396, which is contrary to the rule of law that a fee cannot be held with a word of limitation.

By an excusable devise a fee may be given to commence at a future time. Pane 255. 6. holding a lease. If an estate is given to B. he may use the term, and yet the intention of the testator may restrain that estate of inheritance, and confine it to an estate for life, 382. Now if the intention of the testator can be as the effect of the words of limitation, why cannot the intention possibly mean words of limitation on an estate for life, 359. 2. 455. 5. 400 personal is an estate in fee worth 2500 in another to be.

In terms, money, as is, as it is, 1415.
From such a will no one can doubt but the intention of the testator was to devise the estate equally between his son, and yet by the judgment to take, but an estate for life. The intention of the testator ought to govern & is ought to have the estate in fee.

Stamp Act. An agreement in writing not on stamp'd paper. Whereby the obligor agrees to execute a note or other writing required to be stamp'd, is good. 

If a witness lays a wager upon the subject matter in dispute between third persons, it does not affect his evidence so as to deprive either party of it.

If a man pays money by an agent which ought not to have been paid, either to give in a false will or for bringing an action in a cause which the principal the agent is a witness in. To say shall be a wholesome counsel against 

Dubious

If the Debt after paying age of a and do not sol and the whole of it the Debt may sign judgment in favor of the place as in next as may

In Trelawny Nov. 33

Commons opinion is of good authority in Law. Col in 1864

On a case upon the construction of a statute the question upon the statute may be made to depend upon the point. 11 Wilkes 561 1 East 333

H 752 921
a notice to an action once suspected some time ago.

Summing argument,

Giving a pledge does not discharge the lender of his remedy against the person of the borower unless there is a special agreement to stand on the pledge as a St. 999.

A party can and ought to a court to enjoin a con- trol found in a case of liquor and when 4.93

If a party has been entitled to a writ of execution, to control the subject matter of the cause. The remedy was resisted in the court in terms material to the same 14.93
In an action for money had and received the 17th cannot recover the money unless it be against conscience in the Debt Act 17.

There are some questions depending upon various terms amongst merchants, which if there be not admitted to a Town to make a wager on the opinion of merchants thereon and on the 17th the matter must be decided by facts and not by opinions until their 17th

Two weeks are important in the regular alimony in all cases, and the evidence of a fact is insufficient reading 140 on 1862.

The sale of a deed is not of the substance of said 1864 therefore formal evidence is immaterial & shown also on a specific date 1864 as it is.

Commons error past due. Handled roughly in 79 & 725.

... and of the court records. Case a may...
In an action on a statute for a penalty where there is an exception or omission in the granting the exception must be negatived by the party in his declaration. He must show him self entitled under the statute to claim. This is a distinction between a finding in the description of the thing, and a subsequent assertion from the penalty under certain circumstances. The exception is matter of defense and to be shown by the party. 15 Term Rep. 144. Species is Parker.

Nothing is to be inferred after the verdict and it is thereby stated in the declaration, or what is necessarily implied from those facts which are stated. For if the fact the party is to prove is alleged in his declaration 15 Term Rep. 145 S.C. 1804. 225. 226. note 1

In an action on the case of Bankruptcy a trustee in Bankruptcy is entitled with a suit may enter the creditor into the case and sue in his own name. The trustee is to the case before he has paid the debt of course because he is a creditor of himself if he can bring suit against his own judgment 15 Term Rep. 155.

But whereas it can be made by suit of the case, it is not proper to be joined in the case of judgment 15 Term Rep. 155.
A deed may be filed as lost by time and accident. Grants to each records may be resumed from length of time. 38th. 138.

Payment of money to an Executor who has obtained judgment of a forged will is a discharge to the 3rd, 4th, or 5th clause.

Gordon v. Dundas 312, 125.

A bidder at an auction may retract at any time at his own time unless the hammer falls. 324, 147.

Premium, pecuniary is a sufficient consideration in law and equity, to support a bond or contract. But the person must be saved with restrictions. The character of the grantor must have been clear before the connection with the grantee. 246, 184. If the grantor has been a substitute for a copy of copy, and the counterparty is a substitute of the same instrument of because of a defect in the grantor, 5, 185.

Solicitor to become a substitute is void as against a transfer 5, 185.

And if a married man discharges a wife to another, 17, 170.

To take of the same instrument of because of a defect in the grantor, 5, 185.

The construction of grants and deeds usage is the best guide. 38th. 138.

Fleming v. Dyer 389, 10th. 5, 188.

Fairfax v. Baker 11, 482, 5, 188.

And the reasoning of the Hardwicke is conclusive.

In the construction of grants and deeds usage is the best guide. 38th. 138.

Fleming v. Dyer 389, 10th. 5, 188.

Fairfax v. Baker 11, 482, 5, 188.

A convey, and to 4, with usual covenants. 5, convey, as 6, 5, manumission to the lord. 5, Sol. 4, 486.
Where a quiet ten action, or any had been de-
fining these years, the court would not allow
some dements to be made in the declaration
as the headings were still in care.

Go found near as Pepple mile 2 5 70, and Steel
as same as by 8 Th 1742 11 433 110 37

The most effectual way of removing a landmark
is by innovating the rules of evidence. 79 266
Super antiquos 70 26 668

As bought at auction a hand and agreed to give
$200 265. The hand was never assigned the excuses
bought in action of assent against the Auctioes
and recovered $200 which was the value of the hand
and above the $600 which A. agreed to give
over. Hanson as Shank in Page 130

The confession of the party is evidence, but the worse
sort of evidence. 12 Modern 602, Case 998

When a joint obligation, one man, alone is
liable. At law, but as a joint and several obliga-
tion, the son of the deceased obligor is liable.

192 0 247 216, 119 1206
105 0 316 36 7

A debt once released is gone forever. 8 266

a 1729

All the cases of conditions precedent have been

Can an execution be placed on money of the debtor?

Sec. Knight of Grade 9 247 45 25 216
5 Massd. 3 19 22 0 10
A formal contract for water, the water runs across the land. This is not good and the purchase price is not paid. In order to become admissible, it may be proved by witnesses. (Revised on p. 127)

The goods are sold from a contract that the purchase price is not in accordance with the agreement. This may be proved by witnesses who are qualified to give their evidence. (Revised on p. 127)

Some are now paid and others are not. The former are paid in full, and the latter are paid only partially. (Revised on p. 127)

Declarations on any account amounting to a debt and tending to explain such debt are evidence of the debt. In this case, the witness who had said of himself that he was not responsible in evidence.

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In an action on a quantum meruit.

If there has been no beneficial service, there shall be no pay; but if some benefit has been derived the extent expected, then shall go to the amount of the plait demand leaving the debtor to his cross action for negligence. 2 New Rep. 140


1 East 44 Character vs. Butter 16 Wend. 90

An award may be set aside for so much as the arbitrator, without authority, direct the award, and established the same to the 22 vacation.

5 East 13 George v. Lonsley

In the case of innocent of intention is no excuse, in case the with house is not Boston. Sir in Dug. 6715

Instillation is evidence with respect to public right, as in the right of every Swift 194 Ford

Two us Jackson

Wheat growing is liable to be taken on account of it to be law the first on which

of the wheat. 22 to 30, rice on the acre to the land. Other grass on the acre of the wheat. 1714. 1742 to the

In a suit by a corporation the declaration of an indignant corporation cannot be issued The Sept 1 November 25
In an indenture of apprenticeship, the covenant that "the apprentice shall faithfully serve his master" he at not the covenant of the guardian. See Index to Massachusetts. Term. 1. 2. 3. 4. Vol.

Upon a breach of covenant of seisin in a deed, the measure of damages is the consideration paid and interest thereon. An action for the breach of such covenant cannot be maintained by the assignee of the purchaser. The form of pleading stated. Mass. Notes, 158. 159. Mass. Term. 138. 140. Mass. 157. 158.

The county court must adjudge a highway, not made for public convenience and necessity, previously to the laying it out. 2. Mass. Term. 268. 274.

If the t. is not a public v. or an. of trespass. The pl. e. a pub. v. a public robbery. 268. 274.

In the case of Nathaniel Thompson v. Burnham, judgment was rendered before the Superior Court in Litchfield County. Judge N. Smith, who was on the court, said that the court would deny an equitable warrant, 10 Mass. 216. 197 Emerson, 254.
Action on the case for mark against

tenant in dom. sust. in Super.

Coun. 8th. filed 2d. 7th. Feb. 1st. Term 1816

In a civil Court the death of a human being
cannot be complained of as an injury.

16 L. 493 Robins vs. Bolton

a lessee may remove fixtures during his term
and they may be taken in execution 19th. 171

Salm. 368 Noble's case

If one of these parties is an infant the
action must be brought against the three

H. Verney June 163

An action on the case of a bill in a
child. The instrument or consideration was
for £100. £100. £100. £100. £100. £100.

The instrument in writing. The bond at the Court

action 1st. Term 1st. 1871. note

H. 100. H. 100. H. 100. H. 100.

F. 55. F. 55. F. 55. H. Johnson 1

If the bill proves his pedigree and stake
and the debt retakes a new case which the

party

The instrument is evidence which goes to the

pay

The debt shall have its general

reply.

Gardiner vs. Bramham 4 T.R. 1497

August 17th. 1817
To take a debt out, the statute of limitations there must be a direct admission, and if there is a trust of a real estate for payment of debts it has been held by the statute to receive debts barred by the same. A motion to the bar was denied. I have often considered this rule at first unenforceable and, I suppose, always gone by, said at 2.

Aaron vs. Briggs 3 at 107

The bonds given to the Sheriff, for the liberty are for their indemnity only and neither the Sheriff nor his assignee can recover on such bond without showing that he is enjoined or damnaed, and to an action on such bond by the Sheriff or his assignee it is a good plea in bar that the Plaintiff voluntarily returned to the suit brought. 10 Johnson 563 Barry vs.

Mandell 126. 168. 20th 354.

1. Note 106 127. 2 John 642 207.

The time of performing a condition may be extended or waived by court agreement. 2 Johnson 37 Deere 116. 3 Johnson 528. But if the nature, of a condition is not waived by grant assurance or silent acquiescence 19 Johnson 125.

If the grantor is not seized at the time of execracy, the conveyance no action can be brought by the assignee of the grantee, or by the heir of the grantor. It is a chose in action which cannot be assigned to go to the executrix. 2 John 1

186. Deere 125.
In actions for torts the jury may take into consideration the evil example of the defendant's conduct.

Johnson 56

Where the defendant in an action of trespass grossly neglect before a justice pleads title, it is an admission of the trespass & on the removal he cannot plead the general issue. Johnson Digest 48 23 28. Strong v. Smith

Liability to pay a debt is no cause of action.

1 Day Treas. 249. Fraughton v. Austin

Tender. The reason why tender was not made is not aliased to hold it unsound.

3 Mas Th. 382. Gray in Porter 30

A personal action once suspended by the voluntary act of the party entitled to it, is forever gone.

2 John 264. 1 John 295. 2 Cor. 3 v 20 vester 13 26. 2

Indebtedness arises not of the declaration allege a promise to pay unless it is expressly promised in the words.

1 Mas Th. 31.

Long may it endure what is reasonable under the construction of the statute. 385. Bacon &. 124. Cole

Let although it is a fraud to make an averment.

Haney 301 33

In an action of debt or in a suit to recover rents and profits of real estate. Seymour v. Horn.
In pleading your next statement, it is not to say how soon the drawer of the
bill thought was soon.


No way or other easement can
subsist in land of which there is a
unity of possession.

Morris vs. Edgerton & Taunton 241

When a man finds cattle of another in his enclosure
can he a right to turn them into the highway?

Simpson's Cause & Coxe

Dowling 161. Fuller vs. Tantye

Hammet vs. Anderson. Being grantor man help

A person born on the 15th July. 1609, this month
21 years he will be of full age in July

Dowell vs. Bate 1474

Pecun evidence is not admissible to explain a written
contract not under seal. 11 W. 2d. Stanhope vs. Clay

Daniel Bollin vs. all Colley. Supreme Court of Errors for County

June Term 1836

The Court will not look with eager eyes to see whether
the evidence applied exactly or not to the case, when they
can see the plea has obtained a verdict for such damage,
as he deserves. They will establish such verdict, if it be
The outward semblance of discord between our Brethren doth arise from the ignorance of the inward understanding of the said cases. & Co. Feb 91