Comparison of the English Law

The English Law: Husband & Wife

Connecticut

1. The Husband acquires an absolute right to his wife, personal rights.

2. His right to her goods in action, is an absolute right to dispose of them, as he pleases, but if he does not exercise his right during his lifetime, or in the event of the husband's dying intestate, the survivor of the wife.

3. In event of the husband dying intestate, the husband is entitled to administration of them without liability to account for them, this is effected by a will, and for it wants not of common law, but they went to her administrator, to be distributed to her next of kin, or to her executor if she made a will of them, which by law, she was enabled to do, and still is unless the executor is referred to indicate the way that power, but if he neglects to the administration, the common law rule obtains.

4. The common law rule obtains with us.

5. The same.

6. The same.

7. The same.

8. The same.

9. The same.
2. English Law

5. The Chattels real of the wife. The law is the same in the event of the husband, viz. only the goods in our law is the same, dying first, go to the wife as in cases in all

the grounds of it is that the
husband and wife are joint tenants and they
remain to the wife by the jus
accrescendi.

6. As the jus accrescendi is not acknowledged as our

law, I see no reason why the goods of the wife should
go to the husband by the jus
accrescendi.

7. The real estate of the wife remaining ours, not as the case may be,

withstanding the marriage
but during the coverture
he is entitled to the

8. In the event of the husband

dying first it descends to her heir.

of law, under the incumbrance of the husband's

9. His interest in the

good of such estate as the heir

had taken place, if not the lands of the wife

it descends to her heir with
cases of age if

there is no such

heir our law is the

same as the English

law.

In England the husband's

lands and custody left to a daughter or the husband's life.

If this doubt is decided by a decision of the Judges.
English Law

The wife may with her husband's assent have

al property. Provided it is done by fine or

recovery, and she may be privately examined

concerning her free agency.

11. By the English Law

the wife cannot convey her real estate in future without her husband

so the maxim is, that it shall

a free hold cannot

commence in future

But if she conveys with her husband's assent or consents, it binds her and her

representatives, and is
everywise valid only to

defendants.

The wife cannot divide her

real estate being

inhibited by a tontine

of 41 x 8.

Connecticut Law

The wife may do any ordinary mode of

recovery in this country without any form of

amination.

I see no reason why she

may not without her hus

tand convey her real

property, the conveyance
to operate when the cour

ty is at an end for the

course of court and

tially done away by

The wife may devise her

real estate. If she be a

woman, then the

conveyance is valid.

The husband's consent to

see no reason why that

would be necessary any

right of issue is also ef

by the decree. We have a

statute, that a wife may

divide, with except

case of the husband

and that, it is not the

inducement to wife

And there is no inducement arising from

gravity resulting from

structure. There was no

causing the

cause in action, their

state in a good or bad.
The husband is liable civilly, with her for all acts committed by his wife during her husband's absence, and without his wife's consent in his presence.

The wife can have separate property of her own, both real and personal, in the same way her husband is not entitled to the unfruitful, non-animal, and manner inanimate, with the personal. She is not entitled to any of her husband's personal property by will, as he may dispose of it. She may acquire separate property by settlement of her husband before marriage, and by the interposition of trustees after marriage, and sometimes a gift directly from the husband. She has been supported by a jury. It may be acquired by the gift of another to her, or be used...
21. There is a custom in London that a juremote court may be attended by some one in some role in recognition of the maxim of the same law.

22. A woman may not be bound by a juremote settled on her fore marriage, or after but in the latter case she may abandon her juremote and take her dowry.

23. A juremote must at least be a freed wife.

Our statute leaves room to doubt whether a juremote may not be of personal charity as well as land. And if it were, it may be a curious question what kind of charity the wife has in such a juremote during the marriage. It seems to be a revival of the old slave in any way. As often occurs in some of the civil laws, which we may learn from the citizens of Stafford and Leyden, and an endowment of personal property, and that such property was the separate property of the wife, not of the husband, it makes it will be being acting a respect for the same.
English Law

In keeping and tending in adul
ty is a bar of dame the same

25 He is liable to fulfill her
contracts, where it is usual
for her to make such deeds
in honour of his wife. Where
the article purchased came
to his use, or the use of his
family, except in some case
of extravagant conduct
on the part of the wife, he
thereby furnishes her out of
the same law
does not he is liable for excess
of acts, for necessities, where
he is abandoned her. He is liable
for contracts for goods
for the benefit of the family
weather it in his power
to prevent his liability by
including provisions to trust
her in these cases. He is not
liable there his wife leads
him without a cause.
He shall not be liable
for excess of his leaving
him, is not known, her)
if liable when they left
he shall not a power
not when
Law

26. If a woman cohabiting with her husband, having the estate properly in her name, is liable for her contracts to the extent of it. Some lawyers regarded the woman of no regard. But I think, that any law from her husband by anti-gravitis principle of marriage and having a separate maintenance is liable for her contracts to their full extent.

28. To the may use and the used as a same role, when her husband has observed the law, is banished, is transported as an alien. Same Law.
English Law.

29. Where there are articles of separation it is a complete re-muneration of all marital rights to the extent of the articles, and always implies that the husband is no longer entitled to her services, as his wife, and cannot restrain her of her liberty.

30. If the husband covets to give up all right that he has in her real property, such property she can effectually convey without him.

31. The husband is not liable for the wrong of his wife criminal, unless for the injury committed by her in his company.

32. The wife is liable for her own wrongs except those theft in company with her husband.

33. For an injury done to the husband or reputation of the wife she is entitled to the damage.
Constitution

34. In such case if there is any special damages to him per quod consor
tium assumpsit, or any loss of
property, he alone is entitled
to an action

35. If an injury to him
is to property, if it affects the
inherence or a damage
the heirs, he is
entitled to the damage; if it
alone to the fruit
as an injury to the embe
ments, he is entitled to the
Damages

36. The wife must be joined
with the husband in every
suit where the debt duty
and damage would survive
to the wife on the death of
the husband

by the husband alone regularly
using the action where the
debt duty would not in the
event of the husband's death
survive to the wife, but it seems to be admitted that he may join the wife in case where the other property has been the mortuary cause of the right of action.

38. If a fema covert dies, an action alone which would survive to her if her coverture is not plead in abatement, no advantage shall be taken of it in bar.

39. If a fema covert dies and marries the estate, her writ will issue the estate, his writ.

40. If the fema covert is sued and marries, the writ issues to her.

41. Females, away debts in coverture, these debts are not collected during coverture, they survive against her.

42. The action must be brought against husband and wife where the right of action would survive against the wife, in the event of the husband dying first.

43. The husband's estate is under the incumbrance of a mortgage and redeemed in the releasable property of the wife.
The husband dies, the wife shall stand in the place of the deceased and the heir shall not have it, but redeem it.

If, in the husband's lifetime, the wife has paraphernalia during the coverture by gift, deed, or by will, yet if such item be only a pledge she shall have it, and if there is estate sufficient arising from the funds and of which the same debts are to be paid, she shall be entitled to so much of the surplus, as may be necessary to redeem, before any distribution is made.

It is a general rule that all contracts entered into before marriage by husband and wife are extinguished by the marriage, yet marriage settlements have been supported in equity without the intervention of trustees.
If a wife be borne alive in a marriage contract, and is alive at the death of the husband, she is entitled to all of his estate. If she be born dead, he may validly provide in his will for her, and his estate shall vest in the widow, and she shall have all the rights, privileges, and obligations of a widow. If she be born alive and die, the estate shall vest in the next heir. If she be born dead and die, the estate shall vest in the next heir. If she be born alive and die by reason of misbirth, the estate shall vest in the next heir. If she be born dead and die by reason of misbirth, the estate shall vest in the next heir.
In a marriage, 19 is held to be absolutely void if the requisites required by the statutes are not fulfilled. It must be celebrated by a functionary in order with the sanction of Jesus and his followers.

The statute regulating marriages does not in terms declare a marriage valid if not celebrated. Yet it declare that no person shall celebrate a marriage, unless it be a clergyman of the same majesty and that without certain ceremonies. I believe that the general received opinion is, that if any other person should perform the marriage ceremony, it would be void.

The statute also requires publication and consent of parents. I believe that nobody can suppose that where those ceremonies were neglected, that the marriage was void. I am at a loss what it should be in the former case; it is true, there is a penalty inflicted on the former and none to the latter transgressions. And whenever one is guilty of the statute, he is punishable for a misdemeanor, the no penalty is inflicted.

In the future, it is not by virtue of his celestial character, that he was not the case that James, by the same horror, was not the same with their honor to marry would be inconsistent with that decree meant to the godly.
51. The statutes of Hen. 8, &c. that every person may
marry another who is not in the Levitical degree, and
unless God's law prohibits which is construed to extend
to cases of former marriage, living the husband or wife
as the case may be. In
contract an inability in
all these cases the ecclesi-
astical court will grant
divorces a vinculo nulli,
but in none of the cases
is the marriage absolutely
void. For if no divorce
had during the marriage,
nothing shall impair such marriage to the
wife the issue. But if a
divorce is had during the
marriage it makes when the
ground that the marriage
was void ab initio and the
issue are bastards. For a
remnant's cause, as adul-
terous, put to them,
if a divorce is had before the
same cause, but if in a
man or woman it is the
issue are bastards and the
may allow the wife alms,
and bastard in some cases
grant a divorce as a munific
of any adultery

Any our statutes the
causes of divorce are
fraudulent contract
3 years wellful.
than ye are not head
of and adultery, the
inheren court grant
divorces in these ca-
uses, a vinculo, and the
issue are not bastards.
In cases of the motion
of restitution as
the assembly grant
divorces within a year
to the woman of a man
and marriage may
grant alms. The
when an court where they
divorce are intended
to grant the innocent
wife a part of the hus-
band's estate not for
excusing and the part.
She is entitled to law.
It is observable that
our statute is silent
as to precontract or
inability unless in-
cluded in the term
fraudulent contract.
As to former marriage
living the husband or
wife the second is
void and not di-
divorce. All mar-
riage with the licent.
degree absolutely void
with the exception of
the wife's sister.
Long Law.

52. Husband and wife are
divorced a wife's husband and
the wife has a child, and
it is in proof that it was by her
former husband at yet it is a
bastard - a wife divorced among
others has a child, the presumption
than of law is that it is a bastard
but if it is in proof of that it was
by her husband. The child is de
terminate of the husband and
wife line separate by a stipulated
agreement, and the wife has
a child. The presumption of
law is that the child is legitimate
and nothing but imposibility
of acquiescence in the law of the hus
band can make the child a
bastard.

53. When upon a marriage act
a statement is made upon the right hand that any
by the husband (not a jointure such as
in bar of dower) the husband is has been be
considered in equity as the purchaser for our
son of the wife's husband so that courts
if the husband should die his
executor shall have her rights
in action.
First, the wife by marriage does not gain a new settlement, and the former settlement is said to be suspended during the coverture, yet when the determination of the coverture it revived again.

I believe the received opinion in this state is, that the wife by the marriage with the husband gains a settlement with him, or at least after having been a tenant in common of the husband's settlement one year.

Parent & Child

1. Every child not born in wedlock as a competent time after is a bastard.
2. The child may be a bastard the born in wedlock the infamous by which to ascertain this fact is that the child is a bastard, where access of the husband is impossible, but in the illustration of this principle, it was formerly held that there could be no this.
evidence of impossibility, but only that the husband was not inter quatuor manas, but a mere natural rule now obtains. Any evidence of absolute impossibility is admissible, as that the husband was in another part of the country, but insubstantial weight nothing for if the wife lived in adultery with another man, yet if there existed no impossibility of access the child is not a bastard.

3. When the imbecility of the husband is demonstrable the child is a bastard.

4. But if it seems if a man marries a woman with child by another man, the child is not a bastard.
8 To these the same hath and signe in muliere, where the ancestor died, and the bastard enter, and does seized, his jusque cannot be defeated â€” of their title by the muliere, his jusque.

9 The settlement of a leprous is the settlement of his mother, their effect is by a decision of court.

10 Infants are not bound by their contract generally but for necessity, where the articles must be taken not only formed but must be necessary to the infant in his then circumstances, that is to say, he will not be bound by an contract for necessity if he is under the actual government of his padre, major or guardian, and that government is duly exercised.

11 The articles must not only be necessary but acceptable to the infants rank and condition of a reasonable price (i.e.) he shall not be bound to pay more than such price.
12. All the an infant be refin'd by his contract for necessaries as before explained, yet such securities given by him as include an enquiry into his capacity, are void, and he can not be enquired into any more than a habit of bands in Eng. to have preserved the law, we ought to have considered such notes as void as else in such cases habe relaxed the rule and suffered there capacity given by an infant to be enquired into as a note of hand not negotiable and a single bill.

13. Whether such security is voided the contract is void.

14. Wherever an infant does an act which he was at the time capable in charity to do, it is well done, and he can not refund it.
Parent & Child

15. No decree will lie in manera against the infant without giving him a reasonable time to contest against it, after he comes of age. This time in Eng. Law is six months.

16. Contracts of any species by infants, not for necessaries, within they relate to the rectors or rectors, are void as voidable, the form while by which this subject is assumed is that the infant, at his or her may refund such contract, without any respect being paid to the contract whether a fair one or not. This privilege is given to them to be used as a shield to defend them against imposition, but is not intended, but is not intended that they shall use this privilege as an offensive weapon to do injustice.

17. Contracts which respect the infant, generally are not void, but unavailing, but should he after he comes of age confirm such contract, by a new promise or any act evidence, the consent of his consent to it such contract would be paid. Yet if it should be necessary to consider such contract as void, in order to give the infant
An infant's conveyance of lineal
interest by fine and recovery, is not
said but avoidable by the infant
during his minority, but not after. If
we are at all, why the infant's privilege
should be thus curtailed, we are furnish-
ished with two reasons, which Eng-
lawyer seem to supply the one good
reason. It is a rule say they that every
judicial act, infra, is to be tried in
connection of the infant, they suppose
that an Eng. court have capability
enough to know whether a person is an
infant or not by looking at him, but
if the one has arrived at full age, they will be of a lost to know whether
he was an infant or not, at a former
moment. It should surprise it was a
safer way to enquire of the register,
the infant's parent, neighbours,
& than to trust to the skill of the
court in Physiognomy, another
reason is given, that the reason con-
ies with it inseparable evidence
that the conveyance of the line was
not disabled by any thing to convey,
this is to me wholly incomprehensible
conf. True it would remain the a-
waiting it during the minority,
which it was not

We have no

such convey-

ance as the

one and it

causes, any

cause none of the

reasons at-

call to

them
24. Infant. Eng. Law

In other cases where the infant is not the party, he is bound by what he does, and so he acts indifferently, as in neglecting a debt without receiving land to subject itself to a deposition in such case he shall have his price, and refund the contract.

25. An infant shall not, who is bound to receive money, by any kind of promise or otherwise, receive the money, and pay the money, otherwise refund the contract, shall be estopped in the money, and lose the value of the horse. In the one case, maintain the case, and recover back the money, in the other case, by the current of time, he may, it appears to be, a substitute of principle, if the contract is rescinded, it is justified as has been. For unjust that the infant should take the property of another under without any consideration and use it in his own particular use of fruit, it is unnecessary for
for the benefit of preserving him from imposition; for this effect by his refunding the contract, and when that is done he ought to retire. The property thus received by him it is said that the law presumes that it was a gift to the infant, such a presumption is in direct opposition to the nature of the transaction; for when a man pays his money for an horse, and takes him away, there is no room for presuming that he intended to give the purchase money to the vendor.

23. A contract for money loaned to an infant to be laid out in necessaries, and is actually so laid out, may at law be avoided, but will be supported in equity, that there should be such different rules in different courts. I think there is much the same, for if it is reasonable that it should be enforced anywhere I can find no solid reason why a court of law should not do justice unless we are to suppose that law is something without the justice wherein.
If it be a rule unreasonable, then a court of equity is not warranted to support it. This disgraceful assumption has its origin in the notion made of thinking that the long freeminded
the courts of Law. But with the weight of precedent, formed in barbarous times, the courts of Equity freed from the shackles imposed by precedent, render judgment under the rule of common sense.

24. And infants may so force their contracts with adults; have not the same privilege.

25. The infant makes partition of his interest in real and personal, this he cannot resign, as this he cannot renounce in chance not to do of the unequal, he may resign.

26. An infant heir that age is of such age that the year’s payment of the money due to the C.t.

Note: once, he cannot resign, as this he cannot renounce in chance not to do.
27. Under the rule of Law it is that an infant as his representative may not enforce a contract made by the infant, yet if an infant of an age to discharge of his personal injury, can, he should devise his personal injury to pay this contract as the infant had full power to dispose of the use of his personal injury on the same in Law as equity. This whole matter being placed on the record.

28. An infant of the age of content knows to me at 14 may covenant of no sale to settle any particular estate upon his wife & issue. And equity will enforce such contracts.

29. An infant after he is of the age same if he is liable for his torts civiliter and criminaliter.

30. An infant is not liable in any case for torts civiliter or criminaliter under ye age of age from that time until he is 14 he may or may not be liable as he appears soli causa. The law and the presumption is in his favour until 10½ and against him after that age.
compelled allowance is the only difficulty; it is settled that where the article purchased is sent to the use of the parent, and the contract is in the parent's business, of such a kind as is usual for them never to make, and the parent gives 35. We have firm by discharging such business, which he shall have performed at his own cost, to pay for himself, that if he will or not subject him, and in the courts, in case the parent is liable to the vacating against his consent, in such a judgment, which he refuses to furnish and you will remark that the same recovery is by an action of assumpsit, as we would be 35. An infant gives a warrant for a judgment against himself, the case on motion will of injury vacate the judgment.

36. Parents are not liable, generally speaking, for the debts of their children, if they are done in the allowance in the immediate execution of the business, or the same, they
32. Long as a parent child

to their will yet they are liable

37. Parents or grandparents, children and grandchildren, at any age are answerable by law to support each other in case of necessity, and where there is more than one, they are liable. The proportion of maintenance will be in proportion to their respective abilities, this is affected by statute.

38. Laws in law are not obliged to support their wives, parents, this is determined by an adjudication of court not to be within the statute.

39. A marries a pauper woman. A is not obliged to support her children. A is not obliged to do it.

40. B. has estate and is able to support her children, then is at will same law.

41. A judgment against an adult and minor, the minor not being sued by litigant may be reversed.
English Law: Parent & Child

42. As the parent is entitled to the services of a minor child, any injury to the child by which he loses 1/3 of it will entitle him to an action for quadrinomia.

43. The last mentioned action is allowed by a parent against any person who deprives his daughter of her service. At the loss of service seems to be the ground upon which the parent brings the action. Yet the usual damages by no means comfot with this idea. It is different, same that under cover of loss of service assertion is meant to be made to the wounded feelings of the parent and for the disgrace occasioned by such a transaction. The loss of service seems to be regarded as the smallest injury in this case.

44. The parent is entitled to an action in the case of entertaining his child out of his service. There would be no one entitled to an action against the man who had corrupted his morals and led him to the commission of a crime.

45. As the parent is bound to maintain his children, an injury to his child which has occasioned him to hence
Parent & Child. Long Law on the
entire merits in each on the case,
and if this happen, where there
is disproportionate, it may be cov-
ered in the action for
harm or misit, being stated as a
ground for special damages.

The parent may commit the
child with moderation. The only
difficulty is to ascertain when he
has exceeded the bounds, in
the opinion of the trier, the child
was corrected more than he
ought to have been, or more
than they would have done for
the same thing, yet I do not
understand that this lays a suffi-
cient ground to subject the
parent. I conceive the parent
acts in a judicial capacity, and
for the mitigation of the under-
standing, of which blame is
not inexcusable he is not liable.
But where his acts proceed from
influence or in legal lan-
guage he acts maliciously under
the influence of unlawful ma-
tives, in such case he may be
Parent & Child Engage

liable. And it may be true, that the mode of punishment, will furnish strong evidence of the parent's malice. It is not enough that the parent
motives of the parent were of a very
unjustifiable kind. To learn
the connection in due time to the
bound of moderation in the
Punish of the laws, he is not li
able.

47. Parent may justify in defense of the child, and the child in defense of the parent.

48. Parent may educate their children as they please without legal restrictions when educating them in the Hebraic religion, Father, to

49. Guardians in juvenile are en

50. Guardian in a case where the ancestor dies leaving an heir un

d of 14. entitled to the fee of rec
deflictory, in such case the person who is nearest of blood to whom the inheritance cannot by any possibility
36. 7th Child

Demand and guardianship in one age. This guardianship extended to real and personal property, and the custody of his person, and no further, nothing to do with such guardian and the personal property of the person until he was 14 years old, when such ward may be set his guardian.

If such guardian is capable in capacity to give bonds, a surety thereon may be discharged by the chancellor.

52. A guardian may be set by will, and such such guardian is guardian, and the ward of the person of the ward, for that time, and the guardian of the age of the ward to the same as a guardian of a minor in age.

53. If no there is no infant and the father, having the guardian liable to be.
displaced as to the guardian and in trust by the Chancellor, but not as
his factor.
In the Fisher act and
the mother is living, the
eleventh act out of chance or
out of a guardian to the male child
last, until the ward is 14 years
old, then he elects his guar
on subject indeed to the
notification of the court. And
if no such election is made
then such guardian shall continue
until the child attains 14
and the guardian of the feal
and the guardian of the feal
of the estate, both real and personal
liable to the same care
at chance as another
guardian, shall be left.

The guardian for the dece
name of the trust. If
the mother is guardian to female,
the child may be
be if they do not elect
the above remaining guardi an
The general principle are the same with the difference in practice that the ordinary mode of calling a guardian to account, is by an action of account. If no reason is known for non-payment, why it may not be done in chancery, if the necessity of the disbursement and reason for want, is not alleged. The same rule will apply in an action of account should such a case arise. Accounting in a court of judicature would be conducive as well the parties.
Parent & Child

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A court of chancery may issue an injunction against guardians committing waste.

When an infant dies it must be by guardian or in his name, and in the event of the
ease going against the minor, such guardian or next of kin is liable for the cost.
When an infant dies it must be by guardians and a judgment rendered against them
without guarantee is erroneous and may be reversed.

The settlement of the parents is the settlement of the child, until the child by his
own act acquires a settlement.

In case the father has no settlement, the
settlement of the mother is the settlement of
the child.

If neither father nor mother have any
settlement, the half of the child’s
settlement.

If the father is dead and the child
acts as an infant.
the child bound
of a master, to serve
an apprentice, is irre
movable from his
master.

Our Law not only has
in view to secure the ful
he, in the Long Law, but
also to effectuate unequal
maintenance of the child
by father and mother, and
gives the mother a right
of proceeding against the
reputed father, where a
certain statute by which
the will provide by judg-
ment of court, a sum
of money collectable
when quarterly, and an
equivalent to half the
expense of bringing up
the child, and half the
lying in charges. Such
executions will cease
of the child, as before

Master & Servant Long Law

1st. Slavery is unknown to the common Law since villenage ceased.

2nd. Apprentices must be bound by indenture in writing, and this is by the common Law.

3rd. Such indenture, is not assignable by the common Law, although it may be done by the custom of landed.

4th. Whatever mischief is occasioned by the Apprentices, the master, is the master, at the he has ran away from his master.

5th. An infant servant, leaves his master, the master requires his labour, is the servant, and the master remedy is, by action.

Connecticut Law

For this county, such servitude was never known. We have no common Law that slavery exists in this State, other than that arises from holding some black men in servitude in defiance of the laws of nature and the principles of the common Law. Furthermore, we deny that it is cognizable with due process, although we have said, that cannot when the existence of such a practice this is undeniable.
The hiring a servant without specifying any time, is an hiring for a year.

The master is not bound to keep the servant, but the servant is bound to serve the master unless he leaves by his own will. The master and servant can never be discharged without the consent of the other.

An infant binds himself as an apprentice to his master as he is able to do by the 7th day. He cannot be bound on the contract of indenture, he is not bound to the service of a master, and the apprentice to that of an apprentice.

A justice of the peace may, pursuant to a certain statute, bind servant, servant, and the overseers of the peace may bind a servant to another, if the servant has an able-bodied and poor children, males untill 21, females until 18.

A minister, learned or by letters, these justices may discharge the servant from their obligation to the master.

We believe no such two rules have obtained, but such hiring is liable if matters so want.

The same law only we have no statute as that of lying-offering a new year's apprenticeship to a trade.

We have no law by which infants can bind themselves to others.
Matter & Servant. Eng Law

11 By Statute a justice may bind a minor

12 A master is liable when the master is liable for the fault of the child, where he has an enemy power of authority to contract.

13 A master may not modify his servant as a tenant may a child.

14 A master is liable for the costs of his servant, as a tenant for those of a child.

15 A servant may justify a jury in defence of his master, and whether a master may in defence of his servant there are a diversity of opinions.

16 A servant is beaten so that the master or master's service, he is entitled to his action. For Quadivoluitam a ministrum.

17 A master is enticed away out of his master service, or employed, hired it is known that he has been away from his master, the master is entitled to an action in the case, against such entertier or employee.

18 A master may declare when a contract made with his servant, sinecuring for him, as when a contract made with himself.
The master is liable civilly for the fraud of the servant

Practiced by him in the master's service.

Where a master is rendered liable to an action as

Perjury in his property through

Of care or fidelity in the servant is liable to the master.

A servant comes to the possession of the property of the master by delivery of the master and other it away; animosity gains no settlement, as common law

This was not felony; by the first general law, which gives a settlement to any human cannon

A year.

A servant of an apprentice gains a settlement under the act of the 21st in the place where he resided. The left 40 days it not an apprenticeship by being hired a year.
Bailment

The general laws of
Bailment

1st Wherever a person is
taken by virtue of an
order committed to jail, the
chief keeper of the jail is
who is commonly the sheriiff
of the county, or such
person as shall be appointed
by the sheriff as the keeper
so as to answer to the
creditors
for such if he, and noth-
ing else shall cause
the keeper, in case such
ability, unless he of the
amount of the security
of the land, not a
more or a rebel army.
However numerous an
enemy, in case of accident
and the act of God

2nd Where the of the in
negligence, only, which is
in all cases, which is not
voluntary, with the except-
ions mentioned in the
foregoing article, whether
the negligence was actual
or constructive, only in
such case the record of the
real has a right to judge
the debtor, and if no such
record is not hereafter
implied.

We have a statute that
has an act of 1871
where the sheriff is the
insufficiency of the
security. The ability
from the sheriff, if he is to
build the jail, it must be
in all cases as in
the Eng. Law, the sheri-
off and county are liable
with one difference, ef-
fected by the act of 1871.
Which is that if the
death, or the keeper is
added him an able
ability to pay, the court
is liable, and

it is to here
marked that the
teriff is not required
even where the of
the case was affected
by the insufficiency
of the jail. If there
was any actual neg-
ligence

No mention will
be made of the con-
mitment law unless
vamend from the

Mr. Bailment England

and confinement in jail before action against
by the creditor such as
with an small excuse him
from his liability, but if
of the creditor.

But in that case he may
not the and confine the
debtor for his own security.

2d he may if the debtor
was the same liable by the

3d if the of the debtor was affected
the assistance of other, the

4th may see all who of

5 when the of the
rigent only the gaoler is
able to the seat, but in that
case there must he actual
negligence to subject the

6 with the thin part of
erish liable civilites, yet the

gailer alone is liable crimi

7 when the of the in case of the yard, the of
the to on negligent only.
Bailment

English Law

8. An action on the case and detinue in the former case the cause have délin
mined that nominal damages may be given, while in an action of detinue the whole debt is the rule of damages.

9. Both of these actions were unknown of the common law and are founded in the equity of a certain ancient right.

10. If the sheriff dies the action of escheat he dies with him.

11. When the of the is voluntary the sheriff is inevitably liable to the creditor for he cannot retake, and if he should it would be false confession. He cannot take the debtor when he has paid the money, but, wholly remediless, even if the debtor should promise to pay him, argue him a hand for the fruitage of indemnification, such promises and hand are void.

12. The creditor is not obliged to execute 18 to the sheriff, and in such case if he resists to the debtor, whereas by the direction of the creditor, taken an such execution, the gaoler may retain him.

13. A voluntary return of the Escheat to jail in case of a neglect of the will done to a pensioner by the gaoler an execution.
17. The gaoler has ought to retain the prisoner until his fees are paid.

18. The gaoler is under no obligation to furnish the prisoner with provisions.

19. A practice has been universal in the state. It depends upon usage and of enlarging the sum of the extent of the yard in the bounds.

Such practice is universal in this state. It is of the discretion of the sheriff to indulge the prisoner with the liberty of the yard, and when indulged he may deliver him of them at pleasure.

20. A prisoner in goal or in a cell, with no cause of suffering to get out of the wall. I apprehend there is no difference in the law as it respects such prisoners and if the execution, only that an action against the sheriff must be made than on the case and not debent because before judgment there is no sustenance of the demand.
Bailment

21. The judgment obtained against the gaoler in such action, will be no more than a sum of money, only damages for the delay and disappointment. If he is a Bankrupt, it will be the whole debt.

22. A misdemeanor to escape in the sheriff's court in a civil action, it will subject him to a forfeiture of his office and also to a fine, at the discretion of the court.

23. If there is a criminal case, the gaoler is to be punished as the prisoner would have been if he had been convicted.
The taverners is obliged to pay for the goods of the guests, lost in his house unless they furnish by the act of God, inexcusable accident, as the enemies of the land.

5. If the goods are lost out of the inn, vilage, by the direction of the innmen, and they are lost, the taverner is not liable, as where the guest sends his horse to pasture, and he is stolen. If indeed he is lost in such case by the negligence of the taverner, as by leaving the doors carelessly, then he is liable, but that is not on the ground that a common bailee would be liable for negligence.

6. If the goods are stolen by the servants or companion of the guest, the host is not liable.

7. If the guest receives the taverner by informing him that his trunk or household goods contain nothing valuable, when they do and they are lost, the taverner is not liable.

8. If a man leaves a mule, a taverner.
... and pay away to that no the right to the acres, and they are stolen, he is not liable unless the person went and tried to return again and become his guest.

9 A person to be entitled to the rights of a guest must be a traveller, not an inhabitant of the town occasionally at a tavern, or at a boarding house. He may reside in an hotel, and has arrived at the end of his journey and stays at a tavern to stay a week or two as a traveller, at a tavern price. If the innkeeper has a lien upon the person & property of his guest, and may obtain order to satisfy his demands, until the guest shall pay off without paying, he may force his liquor and food upon him without a warrant.

11 If the innkeeper insists, that the guest should pay off without paying him, he cannot buy or sell the beer, he cannot sell it, any more than he can sell it.
tinhcet Long

12. If the tawerer retain the

13. The common carrier is li-

14. He has a lien on the goods de-

15. He is not liable in an action

16. He is not liable if fraud has been

17. Such species of common car-

18. Such common carriers as
17. The bailee to keep with
say of the master, is not liable
unless he conducts fraudu-
ently.

20. The master, when he
undertakes to keep goods in
his custody, is answerable for
any negligence or mistake in
keeping them. The courts are
not satisfied with a meager
explanation of the case.

Henry Blackstone 158

Another doctrine

21. Where there is no evidence
of negligence, or of any
fraud, the bailee is answer-
able.

Cod. 1, sec-

20. The master,
when he
undertakes to keep goods in
his custody, is answerable for
any negligence or mistake in
keeping them. The courts are
not satisfied with a meager
explanation of the case.

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22. So too the bailee to whom things are delivered to carry and find reward, if not a common carrier, is not liable unless for negligence.

23. A damage ensuing by reason of the bailment being exceeded, the remedy is not by law. Part of the article was obtained with a view to exceed the excess, I apprehend would be repayable.

24. At common law if the bailee embarks the thing bailed, it was only a breach of trust but common law did not make it a rule of evidence. Yet by the late determination, law, the bailment was exceeded obtained for the purpose known and the imaginary corpus vitri.

25. The bailee may use the thing bailed if there is expense in keeping it, to the amount of such expense, and if the article lost or using the bailee is not lost by his negligence.

26. The bailee if he uses an article must no evidence in keeping the.
of any [sense or reference].

Contrasts and Contrasts.

1. The contract of an infant is void as voidable as has been explained under the head of Parent and Child.

2. And the contract of a lunatic is void and binding as explained under the head of Parent and Child.

3. The contract of an idiot or lunatic may it can be avoided when the death of the lunatic by his representative last for his lifetime.

4. If the lunatic's contract cannot be avoided, then the business proceeding, yet as the King of England is the lower guardian of all the sons in this kingdom a commutation annum.
may issue out of chancery to enquire whether such person is an idiot or not, and if on such
issues found by those commissioners a true jury or magistrate
in the king's name against the
grantee of the idiot, and when this
trust the idiot grantee may be
voided in his lifetime

If any one on an application
in chancery, by the attorney general
the contract grants the
contractor grantee of such person as
was will be rescinded in the
lifetime of the lunatic and the
the lunatic is made a party it
will not enure the proceeding by itself.

A contract or deed into
which the variable. If the party will
conform it when the deed is
executed in such case as the parties
may understand his rights, and we
hope that he was obliged to fulfill
it. The deed not standing

where a person is intoxicated
with
log and driven into airy
the seller who contracted with

we will relieve against
on the face of the instrument, and in a contract
whereby you are such contract.
A sells to B, for liberty that
was his own, knowing not the
herein unmentioned, and if she did not know and
he was employed.
20 A sells to B, unseaworthy,
and warrants it to be seaworthy
he knew and did not know, or in mate-
rial he is bound by the warranty to
a specific damage. If he knew
then is the warranty unconnected with
the fraud, which acts. Ground.
There will be a ground for their
damage.
21. The warranty is of the sale,
and not a previous, or warranty
when nothing in warranty amounting
to a subsequent to the sale.
22. An act is material and
which is not included.
23. And it is immaterial whether
the deception was caused by a misstatement
or a misrepresentation of the instrument, or the sale.
24. And it is immaterial whether
the deception was caused by a misstatement
or a misrepresentation of facts. Such an
act, a representation, is sought to be
included.
[Handwritten text not legible due to the quality of the image]
against charity. I am
suffered to have no ground
far as every of more than the
hand in empty or an idle or
as the latter example is
as a man is described by it
and is exposed to it as a case it
is fast road and
necessary our man will here
threw against and the common
some thing, ignorance, circumstance
of no right the unresponsible and retorts
of the balance in this adequacy of
which relief is had
29 I can still do a thing in an amazement
and will in the name of our things as to work 120 miles in a
minute are paid.
until the thing can be done by day if they lay a
and to be done in impossibility for
relief
and 
I am not to pay till when he
worth 100 guineas, yet
a pound per is not that meant
I am not capable of the rate of
life.
31 A contract to do a thing incapable of the time of contracting, which be comes incapable by the act of God. The Law as the Sec. The promise is this

32 If a man covenant to convey that which he has not, who premises come incapable for him to do it, yet the is debarr'd his covenant and unable to convey the Chancery will not decree a specific performance

33 If a man undertake to do a thing which by law, or nature, or some other impossibility, is impossible, a mortgagee cannot convey away, yet the law has provision to make up when the mortgagee, desiring to redeem, and then, the mortgagee will decree a specific performance.
34. If a man execute an obligation in the condition of which it is said that it shall be void upon his doing an impossible thing, the obligation is void. But had the whole contract been detailed at length, in form of an agreement, it is said that the agreement would have been void.

35. A conveyance to be made when a precedent is impossible, or illegal condition is void.

36. A conveyance to be defective in the happening performance of an illegal or impossible condition is void without the performance.

37. A contract where the condition is unlawful is void.

38. A contract to do an unlawful act is void.

39. All contracts against the law of nature, or inconsistent with justice and equity, are void. The two former are void at law.
Ab some contracts that are against sound policy are void at law whilst others are to be avoided only in chancery among the former are contracts to deprive anessel of liberty not to till his land not to follow his trade wages that have a tendency to introduce indecent evidence in a court as toward the feelings of thrid persons to eaves a bribe to sell an of fire among the latter are marriage broaching bants for contracts for the express annies of young heirs

1. Where A. Promises B. to be spared an illegal contract the B. performs on his part he can recover it from A.

2. Where A. pays B. for doing an unlawful act, and B. does it, or fulfils an unlawful engagement, which he was obliged to fulfil, he never shall recover the money paid but in this case both must be in pari delicto.
70 Long Law Contract

It seems to prevent a recovery of money paid upon an unlawful contract. Either party must be in equal fault, for when it is shown by the plaintiff to be a hardship, as in case of money paid upon an unequal contract it may be recovered back.

If the money has been paid to procure an unlawful thing, prevent the payer bringing an action to recover it, before the act is done. If the act is done he shall not recover but if the act is undone he shall not.

If two persons are jointly engaged to pay money upon an unlawful contract which by law could never be recovered of one of them pay the whole without the consent of the other, he shall nevertheless recover the share of his partner but if his partner consents as is privy to the payment & does not object he is bound to pay his share.

Perhaps it would be of great importance to prevent the payer bringing an action to recover it before the act is done. If the act is done he shall not recover but if the act is undone he shall not.
A promise to do a thing perfect by idle does not bind

A promise and covenant to do a thing, which when the covenant was made was lawful but become afterwards unlawful it is discharged.

A contract not to do a thing which by a law made after the covenant become the duty of the covenantor to do, such covenant is discharged.

In the above case if consideration has been paid by the covenantor, he may recoup it back.

If a man grants that which he does not own either actually or potentially, such grant is void.

If, in the last case the grantor had received a consideration for such grant, it must be recovered back.

At common law a contract binding an apprentice must have been in writing, and various this contract must now be inventing by statute of frauds.
53. When an executor or administrator contract to pay the debt of the testator, it must be in writing, it must be in writing to bind them in their private capacity.

54. When one man promises to pay the debt or debt of another, it must be in writing and signed by the party to be charged there with; yet when there is a promise to pay for the debt of another person, if the remedy against the other were extinguished, as never existed it is valid without being in writing.

55. If the remedy against the other is not extinguished, yet if by means of the contract, the eventual recovery is rendered more precarious, the promise is valid without being in writing.

56. That there is a new consideration for the promise is by no means sufficient to take the promise out of the statute.

57. Contracts made at auction are not within the statute.

58. Any contract respecting lands as any do such, unless in writing executed as leases for 2 years.
59. The person who enters under a verbal grant, a lease of land at a certain price, or rent agreed on, and intends is not a legislature, but tenant at will.

60. In such case the tenant can hold nothing by the grant, neither can the grantor, unless it be the price agreed on by virtue of the contract.

61. In such case the lessor will be entitled to recover a quantum meruit for the use of the land.

62. If a contract within the statute is made use of for the purposes of fraud, independent of fraud there may be in itself filling it, a court of Chancery will compel a specific execution of such contract, when this against it is, that contracts hastily executed will be deemed to be reformed.

63. When a Bill in Chancery of the debt admits the contract by his answer he never shall be allowed to assent or on the benefit of the statute.

64. A declaration on when a contract which the law requires to be in writing, there is necessity to it, that it was in writing it is enough that it comes out in evidence to be so.
65 Where the obligee draws up a contract containing contracts for himself as well as the obligor, and the obligor signs it, which he accepts, the obligor signing shall be a signing for both the obligee by his direction.

66 This is not material in what part of the instrument the signing is done, to give efficacy to the instrument.

67 A promise to marry is the subject of the statute. When the statute speaks of promises in consideration of marriage, it means marriage within a year.

68 A promise not to be performed in a year must be in writing.

69 If the performance depends upon a contingency, which according to the ordinary course of events may fall within a year, the promise is not within the statute, although the contingency does not happen within the year.

70 It is essential of common law that there be a consideration for every contract, which must be either good and valuable or the quantum of such consideration is of no moment.

71 If a contract is reduced to writing and the consideration detailed at length, so that the consideration whatever it might have been
appear, and in the view of the law is no consideration, such contract is more
theretofore than if it had not been reduced
to writing.

No distinction between a written
and sealed instrument takes, in this coun-
ty, neither do I think they can give
efficacy to a contract because it is written
as sealed, merely to recover nominal dam-
ages.

12 Had such written contract been
recited, when the covenant appeared to
be purely voluntary, and without consider-
ation, a recovery may be had by the coven-
antee, but the damages will be merely non-
pecuniary, neither will chancery decree a
specific execution of such contract.

13 A contract may be reduced to writing
and a valuable consideration acknowledged
by the promise, in such case the contract
will become theretofore whether there was
any consideration or not, because the per-
yty acknowledging the consideration can
never be admitted to shew by hard proof
that there was none, and not because the
contract was written, for if the consideration
acknowledged had been stated and asser-
ed to be none such contract is not valid.
Thus a mere voluntary promise is not binding; yet a voluntary contract executed as a grant, maybe, and vests in the grantee. But in such case if any thing was intended by the grant other than to vest the estate in the grantee, then is the grantee a trustee to the grantor, which trust if it be an honest one Chancery will execute; but at the it is a trust between grantor and grantee, yet if made with dishonest views, as to defraud creditors Chancery will not execute it, but leave the parties where the contract left them.

All such fraudulent contracts are of Land and against the grantor, but not him and the grantee, but are said as to creditors.
English Law

77 A part consideration is not sufficient to ground an action on a promise.

78 If A requests B to do an act, and B does that act, albeit it is of no benefit to A, yet if the promise a reward to B for doing it, the consideration is sufficient.

79 If B does an act beneficial to A, without request and A promises to pay for it, albeit the consideration is past, yet is at hand, but it would be otherwise, if the act done was beneficial to another.

80 A doctrine acknowledged to be law in all instances is, that a promise to one for the benefit of another, that the person benefitted may sustain the

Can. Law

Suppose that is the case, whereas, if the promisee informed the promisee, the promisee would be a trustee to the person intended to be benefitted.
Comparison Contracts

action, but the precise limits of this doctrine do not appear to be clearly marked.

81 A contract of a lesser kind, merged in the greater, so that no action lies on the lesser whenever the consideration of the lesser kind does not appear on the face of the contract. But if the whole is detailed at length and the consideration appears therein written or sealed yet an action may be sustained upon the instrument and the writing given in evidence.

80 After a lesser contract is merged in a greater, an action to-day is not a story for there is a remedy on the greater contract.

82 Altho no action lies on a subsequent promise to pay a debt due by the party, yet if the promise is made with other consideration than the debt in action lies.
Comparisons Contracts

84 A contract as security of equal rank does not merge the first, but the promise. Aldigea he has a double remedy.

85 In such case the Aldigea, although he may use whom either or both securities or any means as he has, yet he can have but one satisfaction; but he is entitled to his costs on every action.

86 The contract not being in a satisfaction but a receipt of the debt due, yet in fact there are more than one is liable, a judgment against one is a satisfaction as to all.

87 Although one bond he does not merge another yet if a security is bettered by giving a shorter time of payment, adding another Aldigea in such case the first hand is done away.

88 A contract may be good, and yet the security for such contract be void or voidable if void or voidable it does not operate when the contract still is voidable it is a tenany suspension of the contract and when voided the contract revives.

89 A offers to 03 an article for a certain price. 03 agrees to give it. If nothing more is done there is no change of property nor does any other be for either, for non-performance.
But if A tenders the article to B who refuses to pay the price agreed on the tender is rejected, or if B tenders the price and A refuses to deliver it is the same.

So too if a future day of payment is agreed on the vendor retains the property until that time in such case it is termed with option to pay and not in the meantime if amonies are to lay at the time. As sale instead

A.S.W.M.

A common law remand for the loan of money was allowable to take it was a crime and punished as such.

In England it has been made lawful by rendering statutes regulating the rate of interest, rendering void all contracts and securities for contracts in which more than legal interest was included and subjecting the person who took such interest to penalties.

Can. We have a similar statute with us. The penalty is the amount of the sum loaned in Eng. table.

If the rate of interest was first 10 percent then at 8. then 6. but by the statute of Rome it is no more interest in Eng.
Can, with us in S. England it is now 6 Per cent.

97. If the man who receives the money in this manner directly, as where it is, and if the note is for an L 100 he is guilty of receiving too much in the contract and this fact being made known the contract will be avoided, but in this case he is not liable to the penalties imposed by the statute.

98. If he reserves too much by any indirect means, as if he should loan 50L in selling horse for 100 when it was manifestly worth not more than 70L and take a note for L 100 he would be guilty of reserving too much and his security would be void.

99. The man who loans L 100 and takes a note for L 100 an interest and afterwards compels the debtor to pay more than legal interest, guilty of receiving too much, is by this act made liable to the penalties of the statute, but the contract is not avoided, being originally free no subsequent earnest agreement can affect the original contract.
Lender 90£ and takes a note for 100£. Here he reserved too much and the note may be avoided. At the end of the year he has received £6 interest when he ought to have received only the interest of the 90£ lent, and has incurred the penalties of the statute.

99 If a man lends 100£ and takes a premium for the loaning it and a note as other security for the £100 this note is void. For it is the same thing as if he had loaned so much less than £100 as the premium amounts to. And if that premium exceed the lawful interest for a year of the sum loaned the lender has also received too much and therefore incurred the penalties of the statute.

100 The offence of receiving too much is committed from the time of receiving too much whether that is at the time of the loan or after and from that time the statute of limitations (an action for remedy) which is one year begins to run against an action for the penalty.

101 This action may be brought by anyone as well as the person of whom the interest is then
102. Interest may be received any time in the year and it is not usury.

103. A. loans to B. 100 £ for lawful interest for 6 months and then B. pays 12. 10. 0 the half of the interest for a year, although in this way A. receives more than 5 percent, for A. has the interest of the 12. 10. 0 for the rest of the year yet it is not usury.

104. When money is paid when an usurious contract, the payer may recover back the surplus of principal loaned and legal interest, for although both contracting parties are particulars criminy yet the borrower is not in pari delicto with the lender.

Can. If a case can be found in which the lender may with a good conscience retain the money so paid I do not understand why the borrower should account back.

105. A. loans to B. on an usurious contract and takes a note &c. for the money, which he tells to C. and B. receives the note to C. the usury is plunged.
106 A loan to B on a true contract and then an a corrupt one, and matured both in one security, which security B. may void & in the latter, it is a question whether the first contract survives in its pure state

Can. If we reason from analogy it would seem that the first contract was restored to its primitive integrity.

107 It matters not whether there is one or more securities to a corrupt contract. They are all

108 A contract entered into in a country or legal interest, where the interest is greater or less than in that country where the suit is instituted to recover such contract. The rule is that the interest of the country where the contract is made shall be recovered.

109 A contract for legal interest is made in one country and the security for that contract is made in another. If the security is given the rate of interest is less than where the contract is made; yet if the security is given including the interest of the country where the contract is made, it is not usurious.
110. A contract securing greater interest than the interest of the country where the contract is made, if it has reference to another country and is there to be performed and the interest is not greater than the interest of such country it is a question whether it is usurious.

Can. I apprehend that the current of authority is that it is not yet a true authority to the contrary is to be found in Dampier.

111. A contract executed by contrivance in one country where the interest is greater than of that country where it would have been performed executed were it not for such contrivance, is usurious.

112. Where more than legal interest has been reserved in a contract, if it be honestly mistaken either of law or fact it is not usurious.

113. If there is a hazard of the principal loaned the contract is not usurious if there is more than legal interest reserved in it.

114. Such hazard must be real and hardly calculable, and when the hazard is not so enormous in the interest will render the contract usurious, and it may be relieved against as unexceptionable.
Comparisons

115 To this principle it is referred the case of hollower hands, the purchase of annuities, and in this state, the letting of cattle to double in four years &c. which are not usurious.

116 Where a man sells not loans, faro, golf, or any other sum with credit above the asks for cash in hand at the sum seem greatly exceeds lawful interest; yet the contract is not usurious. But if such sole is in full to cover a loan, it is usurious.

117 A contract to pay 1/100 in a year and if he does not he is to forfeit a penalty of 1/200; yet such contract is not usurious unless there was a secret agreement that such forfeiture should be incurred. In that case it would be usurious.

118 Equity assume a jurisdiction over morters of usury, not when the principle of violating the contract pursuant to the rules of Law of punishing the loan as a crime, but upon the ground that an usurious contract is unconscionable, making the rate of interest allowed by Law, the standard, beyond which none in good conscious can go. Therefore, then equity relieves it is upon the application of the lender and the contract by the decree of equity is no farther affected than that the usurious interest is defaulcted, and the borrower must pay the principal and legal interest.

C.N. Pay our statute when an usurer.
Comparison Usury

contract is sued in a court of Law. the Deft may if he elects so to do file a plea in nature of alibi in chancery against the contract as usurious paying relief, and the court of Law before which the suit is, is enabled to proceed to try the questions as a court of equity, and by the same rule as a court of chancery, and by no other. and upon this ground it is that by the late decisions contrary to a long bent unauthourize practice, the Deft who files his bill is not admitted as a witness unless called when as a witness by the Ott in the case. If the case is determined in favor of the defendant, all the interest legal as well as usurious is defalcated. In case the Ott does not win, the remedy of the borrower, must be as under the English Law.

119 A contract which by the terms of it requires that compound interest should be paid, is not usurious. yet no greater sum shall be recovered than such contract, than if no such clause had been inserted.

120 A contract upon which simple interest alone is recoverable is not enforced in Law after a length of time, say several years has elapsed, and interest is recovered and the parties agree to swell to contract with the compound interest, and such security is given. such contract is not usurious. and the sum so secured with the simple interest, accruing after the security given, will be recovered.
121. The leading principle in computing interest, where there have been payments is to apply the payments to the interest and if there is a surplus apply it to the principal, and cast interest on the remainder. If the payment does not absorb the interest, but leaves a greater sum due than the original contract, you must not cast interest upon the sum so found due, but when the sum of the original contract for in no instance can you cast the interest upon the interest.

122. Although a contract not to carry on trade generally is void, yet a restraint of carrying it on at a particular place is lawful, but in such case there must be a consideration in fact; and it is not sufficient that the contract purports to be made upon a valuable consideration, the court will enquire whether in fact there was one.

123. A conveyance upon a good consideration only, will be void generally against prior creditors, not subsequent creditors.

124. Such conveyance will not be void in any case if the grantor left a sufficiency to pay his debts, in such manner as include the idea that it was thus the act of the grantor.
Comparisons Contract

that the debt was lost, i.e. such conveyance shall not in such case be evidence of fraud, for its being voluntary is not enough to render it void against creditors, and they shall not defeat the just expectations of the grantee because they have been negligent.

125 The doctrine of fraudulent conveyances is regulated by the statute of Frauds, but that statute is in accordance with the common law.

126 Where there is a conveyance to avoid creditors it is not necessary that the grantee pay nothing for it. If he gives a consideration, but not amounting to the value, that is if it so far falls short of the just value, that we fairly impute a trust on the part of the grantee for the grantor, then it is fraudulent, and the grantee can have no relief for his partial consideration.

127 A conveyance may be fraudulent, either the vendee gave a full price, so if he did not with a view to assist the vendor to defraud his creditors, it is fraudulent.
90 Comparisons. Contracts Fraudulent

128. A conveyance to one for nothing where there are no creditors, and there is a trust be

4ist the trust is lawful, and such trust
shall be enforced in equity.

129 Ist being voluntary is no evidence of any
such trust, for it might be and indeed was
for the provision of some person until the
circumstances in the case rebut all such
presumption. Then does the law imply a trust
whether the parties have declared one or not.

130 A. purchases land or other article for B.
with B's money, and takes a conveyance to
himself, then is A. a trustee for B.

131 It is a rule that every contract depends
officially from consent, yet nothing can be more
apparent, than in a multitude of implied con-
tracts, there is no consent, other than at the
law supposes a man to give, when in jurisdic-
tion he is liable. Moreover, such supposition is often
opposed to the nature of the transaction.

132 Such implied consent sufficient to lay the
foundation for an action fraudulently induced in such
case where one man has of the money of
another in his hands, using no confidence
one cannot retain, unless some principle of
133 If there be where a man makes a grant, conveyance &c to the enjoyment of which by the grantee, some other thing necessary which is not expressed in the grant, the grantee attests that the grantee shall have this thing is implied.
134 It is too if it should sell to B. the tenant.

L in his possession—present claimant as A. and C. is silent. By implied consent to the sale is sufficient.

135 A contract not to sue for a certain time is made to a suit within the time and if the covenantee has any remedy, it is when the contract.

136 But a covenant not to sue still is absolute and may be pleaded with.

137 It is a rule that where you declare an arrear, and plead, writing you must declare and plead according to the direction of law when returning as in the case above.

138 Where the consideration of the promise is the promise of the other party, in an action when such promise is made, and the agreement of performance by the plaintiff in his declaration for the remedy are similar to the contracting parties.
1419. When there is to be a something done, before the Dutch is obliged to do, in such case the Dutch must answer that he has done or tendered to do.

1420. Whereby the contract something is to be done, by each contracting party at a future period, and it does not appear which thing is to be done first, either party to entitle himself to an action must do or tender to do, what by him is to be done, and of course must answer in the declaration.

1421. If a man is by contract obliged to do a thing, and afterwards a Law forbids his doing the thing entirely as agreed, yet leaves him absolutely to do part in him with the whole agreement. If the other elects that he doeth that part he must, and at the non empy can he had of law when such agreement, yet will chancery decree a performance if not he can lawfully do.

1422. Contracts respecting the realty may be specifically decreed in chancery.

1423. So too, the party claiming wants nothing but money, which may be recovered at law, yet if the right arise from a real contract which chancery will execute for the other contracting party, so too will chancery execute it on the other hand.

1424. A voluntary contract will not be executed in chancery.

1425. The same of a cause of chancery to execute a contract is access to money, therefore if the
is any unfairness in the contract, hardship, imposition, considerable inequality, and want of mutuality & a Chancery will never execute it.

A court of Chancery will relieve against a penalty and originally were the only court where relief could be had, but by the Act of Anne a court of Law is invested with authority to render judgment for no more than the just debt, interest and cost &c.

Can we have a lot of the like kind?

Exeuntor

If the real estate descends to the heir over which the estate was settled, unless entailed by the will, and is assets in his hands, to pay specially and judgment creditors who may if they desire come upon him to the extent of assets received from the ancestor, if judgment is rendered against him of the land &c. in his hands. If he has alienated the judgment is against him to the value, and the devisee is in the same plight as the heir. In case there are no such debts the heir and devisee as the case in receive the real property without being liable to pay any debts. If the personal estate falls short of paying the debts the real estate descends to the heir, but is at the cost of the Ex. in whatever part if it...
is necessary for the payment of debts, after the personal estate is exhausted for that purpose, is not assets in the hands of the heir as such for the payment of debts.

2. If the specially creditors should elect to come against the Eas, or they may, and by that mean exhaust the personal estate, and have more to pay any or all the simple contract creditors, then such creditors may in chancery come against the heir to the extent of specially debts which might have been collected of him, if such monies being equitable assets are to be divided among such creditors pari passu. Where the personal estate has been exhausted by specially creditors, a legatee as well as a creditor may come against the heir but not against the devisee.

Connect. - The real estate is at the continuance of the Eas, but before it is used, the personal estate is to be exhausted in that case the Eas i is chiefly to the cause. Proceed for an order to sell the real estate and order it in the name of the devisee to give and the assets of such estate then sold are equally liable to the payment of all debts simple and contract, and other.

3. If the issue of personal estate called from inheritors in the estate not receivable by will is not. Notwithstanding, the personal estate of the deceased's debts pay creditors that
is a much of it is over & above decent & need
say apparel, yet it is not to be meddled with unless
the rest of the personal is taken & in such case if it is
taken if there were specially creditors she exhausts the
personal fund, the widow shall in Chancery stand in
this place, or, against the heir.

Connected to the sale, unless the personal estate
is the proper fund for the payment of debt, I
assumed both are to be exhausted before para-
personal debts are to be meddled with. In addition to
this when the estate is insolvent, certain articles of
personal estate are to be given to the widow, such
as by law are not liable to be taken on an execution,
and since the estate is solvent, every little remains
after payment of debts, a practice has obtained,
of giving a certain part to the widow, at the discretion
of the Judge of Probate.

Voluntary creditors are to be postponed to all
other creditors of the estate. —

Connected to this, the honor of nothing in our laws that opposed to this
idea.

Any person of reasonable having
who is of sufficient age may devise a
milk of his personal property. This ages 12 in
women and 14 in males.
not an exception to this rule, not even some cases, for where they have separate property, their devise is good; it is the devise of a slave in a slave, until it is reduced to possession by her husband; it is her property, so to a devise of that which she has as executrix in autodroit.

The blind and unlettered are not an exception, but the will must be read to them, neither are the learn deaf and dumb, provided it is in writing that they understand their signs that it was their design to make a will, and that they understood the nature of a will.

Converse. The same Law except in this note: the age at which one may devise is seventeen.

6th. Almost any reason may be an Est un. less he is insane or excommunicated; minority is no Excetion, but such one cannot act till 17 years of age, and in the mean time adminis to be granted during minority.

Convent. Law came only excommunication is no Excetion.

7. The infant Est. acts at 17 and his acts are binding when himself and others, yet if he should release a debt without receiving as any thing that would work a duressit, although such an act would bind an adult Est. yet shall an infant have his
privilege and rescind his contract.

Thus, a man cannot be compelled to give bond for the faithful performance of his trust, by the spiritual courts. Yet where an executor is in failing circumstances, the court will compel him to give bond.

7th. By a will of the State an executor must give bonds.

8th. Administration must be granted to the widow or next of kin, that is to both or either, if many are in the next degree of kindred. It may be given to one, part, or all, at the discretion of the judge.

9th. In computing who is next of kin, the civil law is to be observed.

10th. If the next of kin is under the age of 21, administration must be committed to some other person, and in this case no respect is to be had to the next of kin.

11th. No person can be appointed executor, he or she is of the age of 21.

12th. Administrators are obliged to give bond for the faithful performance of their trust.

13th. Where there is an executor, though without a will, his administrator is not at all of the executor's goods not administered, but as his business is committed to some other person, in this case no regard is had to next of kin; the same is the case where the donee dies without completing his business.
15th. It is the duty of the Ex. either to refuse or accept the trust. If he neglects to do either he may be summoned if he do not appear before the Spiritual Court. Where the business is done he is to be excommunicated.

16th. If he neglect his duty in this respect he is liable to a fine of £5 per month.

17th. If the testator named an Ex. does any act as Ex. before hand of the will, he is bound to act that is his duty to all the beneficiaries of an Ex. whether he knows the Will or not but can never maintain a suit without showing the Will.

18th. Where there are two or more Ex. if one refuses yet may he in the lifetime of his fellow Ex. act as such. All suits are to be tried in the name of all but suit are to be brought against the Ex. who knows the Will unless the other acts as such.

19th. If the Ex. only.

20th. The Ex. or any other Ex. appoints an Ex. the Ex. is the Ex. of the first testator, although the other Ex. who refused to sign.

21th. The Ex. who did not appoint an Ex. if the business is unfinished, Admin. are bona non is to be granted for the refusing Ex. cannot act after the death of his fellow.

22th. The Ex. is the owner of the residuum after the debts and legacies are paid unless there is a legacy given him by the testator in such case unless the legatee is of some little estate of mourning among of the like.
the Ex. is not entitled to the residuum. but is trustee for the rest of his estate, and must distribute such residuum according to the Stat. of Distributions—

Q. The Ex. is not entitled to the residuum in any case?
   A. The court will not give in parol testimony to show that it was the intention of the testator that the Ex. had the residuum at the time he left him a legacy.

Q. In our law, there is no room for such a rule—
   A. The court will not give in parol proof to show that the testator intended that the Ex. should not have the residuum where he left no legacy—

Q. In case a debtor is ex. the debt is a setoff both for creditors and debtors but since these are paid, the debt is discharged?

Q. If this depends upon the Tenor of the paper and does not depend upon the residuum after debt, the legacy is paid, the doctrine is very disputable; is not the law that a legacy given to the Ex. is unfounded in this country, there is no such rule at law—

Q. It is the duty of the Ex. & adm. to pay debts in the first place & endeavoring this they pay debts in the following order: 1st debts to the exec. 2nd debts provided by statute. 3rd judgment debts. 4th debts of the Ex. & 5th debts of an inferior.
rank in paying part the estate and assets fail he must be counted off an estate
Can, with us there is no rank of debts, except public debts and debts contracted for sickness, are to be paid first, and the usual understanding of this is that sickness means last sickness, only and agreeable to this idea is the practice in the courts of probate but as there is no such term as last

...continue in the statute and no determination of an un that point it must be considered as such judge Life...

2 To the payment of debts of equal rank the testator may elect to pay which he pleases, this is exhausts all the assets and leaves nothing for the other creditors, unless priority is gained by suit if so that must be attended to

Converse. Where assets fail to pay all the debts of the testator after his death, in this state no priority can be gained nor must at the election of the testor but all the creditors of every description must have their shares by strict average
26. The executors, having paid all the whole estate and having observed the priority of debts mentioned in any of said pleadings, the executors
administered.

Counsel. The executors administered in no plea in this state if there is any surplus, after paying all debts, if the estate is solvent, he has enough to pay all, if insolvent, every creditor is entitled to his average share, and nothing extra but the payment of that part. But after paying public debts and those for which the executors administered is a good idea.

27. If the executors waste the estate, are so negligent that it is lost, upon his pleading, the executors administered, the court may appoint a de consuetudinis and if that is found judgment is rendered against the executors, to the credit of the estate. There is no such replication by a creditor against a deconsuetudinis, if the estate is solvent, the creditor does not stand in need of it, if insolvent, the creditor is entitled to suit to his average only and in making the average, the deconsuetudinis was considered an
and it appear afterwards, the creditor must revert to the hand given by the Conveyance, and if any thing is discovered, when the hand that will be the subject of a second average among all the creditors.

28. He can then last, and not exist when there is a rightful Executor, and his acting under the act, claiming to be that Exec. But whoever meddles with that estate is an loser, he can last, and is liable to the creditors to the extent of the estate. By him received no further, if he plead false as that he has not a title, when he can, he is liable, to the extent of the estate, claims, but his having paid out the estate, gives only in mitigation of damage, where used by the rightful Exec., such Exec. cannot retain, for his own debts, and when used, he is said as Exec. of the last will of the decedent. The in part there was none.

[CORRECTION: Such character if admitted would defeat the average law. If any money is to be paid, all the estate is insolvent. It must be upon the principles of the law.
On a new account of the nature and extent of the law, for recovering debts, it is settled, as the statute requires it, and of course if the debt is not sufficient, the debt will be recovered, when it ought to be kept through the rightful hands, that an average might be made of it. Where an advocate, has nothing to do with the estate, as in case of a fraudulent management, so injurious is done by supposing such a character may exist in the case.

9. The Grand given by the town, for the purpose of subjecting the handsman in an action if the administrator does not pay the debt, for this the person injured has his action against the handsman, but if the handsman conducts his not indemnifying the estate, as enable them to defeat the creditors by pleading, then administrator as makes such false accounts, and demands the allowance of them, &c. likewise if he does not distribute the heredaments among the next of kin, then is the handsman entitled
By our Law the Coer is also obliged
to give bonds, and if he does not distribute the
disturbanty shares he is liable on the bond
in the same manner as the Adams for
abandoning. Where there is an Coer he has
been sufficient to be liable if he did not pay
over a legacy, but if there is not a different
in assents to the Legacy, he enables the Le-
gatee to recover, and if he does any more
the Handsman is liable more than
where he does not pay a debt. If he does
not assent, there is no question but what
the Handsman is liable. At the Coer,
can never repay a demandant, but is to
recover his money in making out which
the demandant is required, and if it
will be impossible for the Coer to avail
himself of this provision, but must
suffer for the demandant of his companion
on.

If the Coer is not liable for the de-
mandant of his companion, unless he can
commit the case of the property to him, as
signed some writing, acknowledging the
receipt of the Indenture, and in this case at the he did not wait at for the other act to take it. Yet it is conclusive evidence against him, that the Indenture came to his hands.

See the Can. Law above.

31. If an Execut for a Legacy, shall die during the administration, the Obf may reply a devaut suit.

32. A Legacyee must for his Legacy, either in the spiritual courts, or chancellor, uply. The legacy is charged when the land is not made to him. If the case he must use in Chancery. An Execut however is liable in a court of Can. Law. Where he has promised to pay the Legacy, when such promise. And if he has such Legacy in his hand, such promise is not within the statute of frauds and fruarories.

Canons. We have no spiritual courts but in these, there of will have a court of India. Prate a legacy, me in a common court.
When the payment of legacies the Executors may the specific legacies in the first head and of the assets fail is that the specific again cannot be paid, but it is to the assets of the executors that a balance is all to be set. They may themselves, whilst the assets take their usual way, fall away. If they be so to be called, in this way, if used by the Executors to pay debts, in such case there can be no interest on them. When by the creditors, they may be, it may be considered as an interest to the legacies, in the same manner as if the legacy had for some time been purchased.

On failure of assets to pay all the legacies, the specific legacies must be paid first.

On failure of assets to pay all necessary legacies, they must be taken in judgment among themselves.

If the will did not, estate given out in specific legacies, and then a pecuniary, or any given out of the estate, then to be paid first and in which given on the rest.
A specific legacy is lost and estranged in
last to the Legatee.
If in case the legacies are paid before a debt
the creditors must resort to the Ees and to
the Legatee to refund if he has taken security
of him, he loses his debt, but why should
a such payment be considered a
payment by mistake and be recoverable
back

Connec. under our statute. The Ees is not
in danger of being surprized with debts
for unless the debt are not in by a certain
time allowed by the court of Chancery
are not recoverable. If he has not exhibited
his debt within the time limited, altho' he
cannot sue the Ees, cannot the same
against the Legatee who has received his
Legacy?

Jo. In the event of the creditor not
being paid and Legatee having received his
legacies and the Ees being unable to pay
the creditor he may come when the Legatee,
Jo. In a simple contract creditor in Chancery
shall come against the heir or legatee in

Comparisons Ees
in the place of the party creditor. When they have exhausted the personality, to the extent of such specially debts, to shall legatee have the like advantage against the heir, but not against the devisee.

Connect. Our system precludes any such law.

42 Where a legatee dies in the lifetime of the testator, such legacy is vested and sinks into the residuum, unless given over in event of such legatee dying, it is taken by the second legatee.

43 Where a legacy is given to a legatee at such an age, and the legatee dies before such age, it is vested unless given over.

44 Where a legacy is given payable at such an age, it is vested & transmissible to the legatee, representatives, unless given over on the death of the legatee.

45 Where a legacy is given to one legatee and in case of his death it is given over, it is construed to mean payable to those and legatee in case the first die before marriage or 71.

46 Where a legacy is given charged upon real. This thirty at the male payable at such an age.
and the legatee dies before such time
the legacy is paid.

47. A legacy given by a parent to a child
payable at such a time, and no provision
made for the maintenance of the child
such legacy is an interest if given by any
other person is not an interest.

48. A legacy is given to a legatee
payable presently, such legacy,
after a time has elapsed is an
interest if the legatee is a minor,
or an adult it is under interest after
the demand of the legacy.

49. A legacy given payable at a
future day or presently either by parent
or another to an adult or minor but
payable out of a fund which yields
an annual profit, it is an interest
without demand.

50. To determine whether a testamentary
has in his lifetime admitted a legacy,
we must find that the testatrix had
a unanimous determination for she be alone
the legacy out of necessity or judge it.
to raise a sum of money. This is no evidence of such intention, and the Legatee shall be allowed it against the spend of there are objects. If no such necessity can be supposed to exist it is to be attributed to nothing but an intention of the testator to adore it.

51. Legacy of all my Real and Personal estate includes all such property whether acquired before or after making the will.

52. To a Legacy of all the testator's money goods at such a place all things that were there at the time of his death.

53. A devise of all the testator's land described and purchased after making the will, unless published.
Comparisons (eighth Edn.

51 if even a republication of the will will not pass after purchased lands that don't fall within the description of the words of a will, the will is supposed to break from the time of republication.

55 if a will is made giving a legacy to the children of J.S. at the time of making the will, J.S. had 12 children, and after making the will other children other children are born to J.S. the after born children shall not take unless there was a republication, after their birth.

56 if J.S. had no children at the time of making the will, the after born children shall take the

57 a legacy is given to the children of J.S. if J.S. neither of the two at the time of making the will had any children, after making the will they both have but their number are unequal, the children of both take per capita.

58 a legacy is given to the children of J.S. who had no children at the time of making the will or afterwards, but had grandchildren. They shall take but not if J.S. had a single child.

59 A legacy is given to the deceased mother, notwithstanding
A testament may lay a legacy with a condition that a legacy shall not in any certain person, at a certain time, before a certain age, in that case the age claimed must be reasonable.

The indulgence has been carried so far as to allow of the restraint where it was not to marry a Roman Catholic, but such definition of any denomination is generally the

61 A legacy left by a husband to his widow cannot be made so as to marry such a condition in good

62 A legacy given upon a condition that the legatee marry with the consent of a certain person, such condition valid in testamentary only in the event of such legatee marrying without consent. The legate in such case, in such case, the first legatee loses his legacy.

63 Where there is a marriage made by articles or a covenant, and the covenant is a legacy to the person as called, if it be equal or greater than the debt, then, if in a performance of the covenant, this is a thing in performance fool or bad, if where the testator makes a debt and leaves a legacy equal or greater than the debt, then the debt is

[Continued text]
The old rule was that the legacy when received was a satisfaction of such debt, which rule was gradually impaired by requiring that the legacy and debt should be given generally and then that it should be payable at the same time and afterwards it was required that there should be no general clause in the will directing all debts to be paid to and the legacy a satisfaction, and that a legacy to a bastard child was never within the rule. It was then supposed that there ought to be some expression in the will indicative of the testator's intention that the legacy was to be in satisfaction of the debt. And at length it was determined that it must be expressly in the will that it was in satisfaction of the debt to make it so. Which resolution restored the dominion of common sense after it had been dethroned far more than a century.

When a legacy is given in a will it is reckoned to be demerited it is but an legacy, but if given in different instruments as in the body of the will and then in the codicil or any other writing such legacies are...
66. The legatee, right to the legacy itself, depends upon the testator's consent. He would have it, so that in case the legacy is specific, there is no doubt but the testator may use the legatee in payment of debts. If there are assets without it, and in such case it was of the nature of the legacy to sustain any action against the testator, that makes the possibility in the legatee, yet he may recover of the testator the value of such legacy, upon the ground that there are assets.

67. A life estate may be created in personal property and the absolute ownership given a new to another person by will.

68. Such property cannot be entailed or given in fee, that would create an entailment in real property it acts absolutely in the dower.

69. As an entailment of real property with or without a life estate in point of duration why may not personal property in this country?
69. No remainder in a chotell real can be created after a life estate is the issue of a greater distance of time than is a

person in esse or 21 years after the death of a person in esse.

Connect. In this state not only an estate in a chotell real but in all other estates in

land may be given to commence at a future time. Provided the donee be a person

in esse or the immediate descendant of a

person in esse. This is effected by statute it

may not only be by will but by deed.

70. It is not necessary that a will be personal

in its nature be witnessed by any witness.

71. A will is signed if the name of the testa

tor is found in the will whether at the top,

middle or bottom, provided it is in his handwrit

ing.

72. Nuncupative wills may be made of pers

al property subject to a variety of restrains.

By a statute of Charles 2rd no nuncupative will

can be made of real property.

Connect. The statute of Charles 2nd allows the

government to appoint a nuncupative will would not be ad

mitted unless the intention of the testator was such as would be

to make a written will.
13th. A donation causa mortis is a gift of personal chattel upon condition if being valid upon his death, and to make it good there must be an actual delivery of the thing given. It seems questionable whether a thing not negotiable can be thus given.

14th. On the death of a person intestate, by the old common law, the children were to have a ratification from the wife a ratification from, and a ratification from men, and the ratification from men meant a third. But as the bishops had the management of such estates by a delegated power from the crown, and being priests men they devoted the whole estate to public uses among which the payment of debts was not included, so that creditors lost their debts, widows and orphans were beggared—these evils were remedied by a succession of statutes which have taken from the bishops this power over dead men's estates, so that now of the payment of debts the surplus of personal estate when there are children, is given one third to the widow and the rest among the children and their representatives if there is no widow the children themselves can make a similar statute.
75 If the intestate has no children, &c., then in the personal estate, distributed one half to the wife, another half to the next of kin and their legal representatives. If there is no wife, then of kin and their legal representatives, come the whole. The mother is placed when a daughter, with the brother and sisters, more female in queen to the whole are, the half to the whole. Connecticut, if the intestate has no children, &c., then in the personal estate, distributed one half to the wife and the other half to the brothers and sisters of the whole half and their legal representatives, and for the want of such to the father and mother, who are next of kin, and for want of such to the brothers and sisters of the half and their legal representatives, and for want of these to the next of kin. Where there is no wife such claimants take the whole of the estate.

76 The computation of kind is in the civil Law.

77 No representation is admitted beyond brothers and sisters, taken in the collateral line but in the descending is admitted of conjunction.

78 When claims only to any representation to distri- bution is given through, when a next after, per capita.
Declaration of a cause of action.

You must state a consideration and settle particularly the agreement from which
it arises. The performance of whatever was necessary to be done on the part
of the plaintiff to enable him to institute an action. In perform ance demand notice. But in some
cases neither of these are necessary. To be so in a near case, as is not stated in
this declaration. The defendant must make out by
his evidence the same agreement he has
declared upon. Perhaps, the matter is not
all the same, but it must be the same.
The suit is brought, so that it will appear
in present declarer will be a basis of
the declaration containing a promise to pay to
one or two at the bar of the court of replevin.
For a promise to pay to one in the bar, it will support the declaration.

In exact terms, the plaintiff, you must state
the indebtedness, and have it prove, very generally
and raise the aspirmist. Steetan on a day indebted to warme & catarante, and in consequence Steetan missed to pay quantum meruit. Le pagnard to buss & brent. The aspirmist pay quantum meruit.

The action (for money had and received) applies to a thousand cases of different conditions namely in England the same for manors in every case. But the off must justly give notice to the deft. and prove his action as to be supported. As what kind of money had & receiv'd he means to prove with as the declaration is good, but the off shall not be permitted to prove the force of this

deliction than that farman actually rep't is the off would make this int he must state it in his decleration. Browning & Morris

Crier. In this action the general issue is now aspirmed, and this limit any defence is given in evidence. Excepting by the flt. of limitation which must be held as an aspirmed infra se a man with as more than six years in elapse. De but the best must stand out by his plea that compromised.
more than six years ago, for further recognizance the promise would be of the State but as amount to a waiver, this is doubtful, with us any act of the State by which the debt is discharged must be pleaded with the right at least and cannot be given in evidence.

of limitations of a joint obligors after the statute both run when the obligation does any act which amounts to a waiver of the State. It is a question whether his co-obligor is bound thereby or contradictory authority in Kent. S. Gaugler.

Final. A. Attachment in this by statute A leaves the country being indebted to B. A is indebted to B. B may by entering a creditor with B. binding him an agent trustee to create a lien upon the money due from C. D. E. F. G. H. I. after this voluntary payment of A to B, he will be obliged to pay it also to B, yet of A, the absent debtor. Before judgment on B's suit and a sine facias he can sue C the Garnishor, cannot pledge the foreign attachment in an of the actions for in this way the case can.
The moment a suit, however false, would be a real debitor and discharge the debtor entirely. Suppose also the absconding debtor had in Ex., on the same debt, it must be sealed and the garnishee may pay, interest, etc., and the money payable to the officer, hands in the court when it, and the garnishee for this purpose must inform the officer of the lien and it must be suit by the garnishee. (Mere letter.) It's a rule that the garnishee is to be subjected to no inconvenience in consequence of being sued with the resignation statement. If B. in the case just given an Ex. upon a suit for the same things against C. from the court, and if the Ex. be satisfied in 60 days, he cannot in 60 days, unless the money is in hand. The same as the officer who does not sell the property sued upon within 60 days.

If C. pays B. Ex, B. may then be a suit against B. or B. or the garnishee may enter and defend in the absconder, but he cannot also to the suit by the garnishee not a suit but so far as can any more, it upon that the court, and the judgment thus made against the absconder can only be used to the suit, as a suit against the absconder. It will be made use of the suit, as a suit against the absconder but not against.