The Litchfield
Historical
Society.
1894
Obtained Judge Kent's order for my clerkship.
February 11, 1811 for three years and filed it with
the Clerk, the same day.

Entered the office of Alford. Blakesley & Edgecomb, May 4, 1812.
Municipal Law

Law in its most general sense is a rule of action. Municipal law of which I am about to treat is defined to be a rule of civil conduct prescribed by the supreme power in a state, commanding what is right and prohibiting what is wrong.

In the first place it is a rule, it is called a rule because its permanency, uniformity, unchangeableness. By the universality must be meant that the rule is general and not personal within its own limits.

Of civil conduct so - here it differs from natural law, which is binding on nations.
Municipal law

private law, considered as such. Municipal law regards its subjects as members of civilized society.

Retroactive law and an ex post facto law are distinct. A retroactive law is any law which has a retroactive operation. An ex post facto law has a retrospective penal operation. A retroactive law is allowed, but an ex post facto law is prohibited and ought not ever to be made. No other than a penal law can come within the meaning of an ex post facto law.

By the supreme power: The legislature is the supreme power, it is the greatest
Municipal lands

act of supremacy that can be exercised by one being over another, therefore it is necessary to the very essence of law that it be made by the supreme power. As to the rules to be observed in the construction or interpretation of a law.

1. The words of the rule are to be understood according to their usual, known, and popular significations. Terms of art are always to be taken according to the acception of the learned in each art, trade, and science. And in a general rule that if any words have a known and determinate significations at common law are used in a statute, reference must be made to the common law in the construction of that statute.

2. Rule is if words happen to be still
Municipal Law

duties, the context must be consulted to establish their meaning. So where laws are made part in pari materia, they may be construed with a reference to each other.

The third rule is that the words of a law are to be understood with regard to the subject matter.

4th Rule is: that the effects and consequences of different constructions are to be regarded.

But the last and most important rule of construction is that the reason and spirit of the law is to be considered, and when discovered is the rule of construction. From this rule results the equity of the law which is thus defined by Grotius. "The correction of that wherein the law, by reason of its uncertainty, is deficient." But by Equity of the law I conceive is meant a conc...
Municipal law

Construction of the law according to the text and spirit of it.

Municipal law is divided into two kinds, the unwritten and written law, or the lex non scripta and the lex scripta.
1st. The unwritten law. This includes 1st. The common law—properly so called, 2nd. Particular customs, 3rd. Particular laws observed only in certain courts or jurisdictions. The unwritten law is a customary law, but according to this division the unwritten law and the common law are not the same. The common law is a branch of the unwritten law only, for particular customs which is a branch of the unwritten law is not common law. It is called unwritten law, because its original constitution is not set down in writing, there being no written original memorial of it which can be called a law. It derives all its
Again all statutes are either penal or remedial, i.e., Beneficial, which is the most proper term to be used for the term remedial as it was at the beginning of the doctrine, being here used as contradistinguished from the word Penal.
Municipal law

It may be asked, where is it to be found? It is to be found in the records of the several courts of justice, in books of reports and judicial decisions, and in treatises of learned men in the profession. It is then to be found in certain written memorials. Still these memorials are not of themselves laws, but only as evidence of it, but an act of Parliament is a law per se. If these memorials were laws of themselves a precedent once established could never be departed from, but they are very often overruled, and this is a substantial distinction between written and unwritten laws. Hence it is proper to say this customary law is unwritten.

A precedent is a former judicial opinion on the point in question. Nothing short of this can be called a precedent. The most authentic treatises of learned men must be considered as precedents. So a more.
Municipal Law.

Opinion of a judge on the bench is no precedent. These treatises however and opinion of judges are prima facie evidence of what is law. As to the authority of Precedents much has been said, but in how a settled rule that precedents are to be followed unless highly absurd and unjust. A precedent is not to be overthrown because the reason of it cannot be discovered, he that would object to a precedent must himself advance reasons to show that it ought not to be considered as a precedent. The same principle lies in the lesson of testing.

This customary law was actually created and built up by the courts of justice and the judges of the courts in Westminster Hall. If there is no unwritten law, there can be no such thing as a regular and uniform system of jurisprudence. If common law was created by courts of justice.
Municipal law.

It would seem that it did not come within the definition of municipal law, of which common law is a branch, because it must be prescribed by the supreme power. But to this it may be answered that the supreme power does acquiesce in it, and when any law is sanctioned by the acquiescence of the legislature, it is sanctioned as a law.

New rules of common law are not law but evidence of what the law has been, and these decisions are evidence of unwritten custom. The second branch of the unwritten law consists of particular customs, the difference between this and the common law is expressed by the terms themselves.

A particular custom is a local usage. It is called particular, because it extends only to the inhabitants of some particular districts, and this is the essential difference between common law and particular customs, as far as it respects their general nature.
But there are several rules which relate to particular customs only, and it is a general rule that a particular custom must be specially pleaded as matter of fact, and the existence of the custom must also be shown and then that its case comes within that custom.

And as particular customs are to be specially pleaded so they are to be tried as matter of fact and may be traversed and tried by a jury. But if the custom has before been tried and recorded in the court it is not to be tried again.

There are two particular customs which do not come within this rule—viz. The custom of Good Faith and the Blackstone's "dexter mercatoria" among particular customs, but I conceive no property for the law merchant in no local usage. The law mercatoria governs particular transactions within the realm but
Municipal Land

is not confined to local limits, it is a branch of the common law.

That it is not a particular custom appears

That it does not require to be specially pleaded—secus if it were a particular custom.

But mercatoria is never tried by a jury, but particular customs are.

It is not to be proved by witnesses, even as to particular customs. And when it is said that merchants may be examined as to the existence of customs, all that is meant by it is, that they may inform the judge, just in the same manner as he would on common questions, as to the meaning of some technical word.

As to the qualities of customs, or the requisites to make a good custom, it is necessary:

1. That it be immemorial.
2. Once continued or uninterrupted i.e. the right must be continuous. 3. It must have been practicable or acquired in immemorially and lightly
Municipal Law

1. It must be a reasonable custom or rather it must not be unreasonable. 2. It must be certain. 3. It must be intelligible but not vague. 4. It must be consistent.

5. Customs must be consistent with each other.

It is a general rule that custom in derogation of common law are to be construed strictly, i.e., they are not to be extended by analogy or by construction. In England all customs must submit to the royal prerogative.

I have already observed that the unwritten laws consist of three kinds, the two first I have considered and now come to consider the third kind.

The third class of particular laws are those adopted by custom and used only in particular courts. These particular laws are the civil and canon laws. These laws are binding in England by adoption. They are not binding on account of any original intrinsic authority.
Municipal law

so far as they are binding in this country
derive their authority from a similar sanction i.e. by adoption and usage except
where a Stat of England is adopted by a Stat. of any of the States. It is clear that
our courts ought not to reject the com-
mon law of England only in those cases
where it is unjust absurd or totally in-
applicable to our country, i.e. the com-
mon law of Eng. is prejudicial to the com-
mon law of this country. The reason why this
ought so to be considered is that in general
it has been adopted and acted upon by our
us by usage and common consent. Now it is
not pretended that all the common laws of Eng. is, or ought to be adopted in this
country; for those rules which arise from
the royal prerogative can not operate here
from the nature of the thing. But all that
is meant is that the common laws of Eng.
Municipal Law

ought to be observed here, except where they have absurd, unjust or unapplicable to our situation.

It has been made a great question whether a common law distinct from that of Eng. can exist in Conn. or in other words, whether we could have rules of unwritten law unknown to the Common law of Eng.? The objection raised against the binding force of our judicial decisions was that they are not supported by immemorial usage. To say the common law of Eng. is not applicable to our State we are not bound to observe it, our courts are to reject it. Now it is perfectly clear that every Foreign State must have a customary law of their own, for without it there would be a failure of justice, and no rational uniform system of jurisprudence can exist without it — it is therefore indispensable that
Municipal Law

we have a common law founded on a usage of our own. If we have a common law it
must be without reference to the posterior rule which Eng. has established as to the
reign of Rich. I.

Our customs are all deemed as old as our government, and as formerly in Eng., a cus-

toms 60 years old was a good one. Upon this ground we have a common law of our own,
for our government is of more than 60 years

standing.

The 2nd branch of municipal law is the "ex

scriptur" or written law, by which is meant

the Stat. law, or acts of Parliament.

The ancient English States are said to be bind-
ing in this country as far as their Common

law is i.e., that they are "prima facie" the law

of this country.

The reason why they are so con-
sidered is that our ancestors when they settled
Municipal law

This country brought over as their birthright so much of the law as was then extant.

No person contends that thoseacts are absolutely obligatory, but that it was
right for them to have that law so far as
it was applicable to their situation.
The English books all agree as to this that
these acts were the laws of their colonies.

Lessor claims that modern English
acts have any force here, but that ancien-
act acts are, just as here the laws of this

Salk 411
66
18 L. 106
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Dow 2 62
18 M 75-
Kirby 369
1 Tucker 31
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It is true, however, that by far the greatest
portion of English acts have never been ad-
dopted in this country. Many of those acts
we have adopted of course, our cts of justice
have adopted them, so that what in Eng is
written law may here be our customary law.
To actions on the case and cost are unknown
to the common law, they are created by Eng
acts, but adopted in this country of course.
municipal law.

All laws are either Public or Private or General or Special.

A public law is defined to be one which regards the whole community. A private law is one which regards private concerns or particular persons. But the application of this distinction is attended with frequent difficulty. It is not an obvious distinction. This definition is by no means a perfect one but perhaps as good as one can be given.

Now most Public Laws do regard the whole community as that of which some difficulty here. But in many cases, laws relating to particular and in terms of them to classes of men are considered as Public Acts. The rule of discrimination seems to be this: if the class of persons to whom the law relates amount to a genus to a public one, but if it amounts to a species to a private one. But it sometimes happens that a genus may only be a species of a higher genus, in which case
Municipal law

The rule is: If the class of persons contemplated by the Stat. will admit of a subdivision into species, the public, but if it admits of a subdivision into individuals only, it is a private Stat.

So a Stat. made relating to all mechanics in a public Stat. for mechanics is a class consisting of a subordinate species. But if the Stat. relates to all mechanics in a private one, for this does not admit of a subdivision into species.

Again, all Stat's qualifying persons to serve 4676
as public officers are public Stats. But if 39th 129
1381
concerning Sheriff, it is a private one.

Every Stat. in King which concerns the King 4677
is a public one of course. Hence also a Stat. 46 16
giving a preference to the King is a public 43644
41
and every Stat. which concerns the 16. 57
2665 - public revenue is a public one of course.
Municipal laws are again divided into such as are declaratory of the common law, and such as are remedial of defects in it. Of declaratory laws, that is one which declares or pronounces what the common law is or has been. Hence declaratory laws do not make laws but pronounce those which were before made.

Remedial laws always introduce a new rule, and this is by supplying any deficiencies in the common law or abridging any superfluities in it, or all remedial laws therefore abrogate some rule.

Our flat declaring the tenure of lands is an example of a declaratory flat. But flats 13.8.56 in general are remedial.

Again all flats are either penal or remedial i.e. Beneficial, which is the most proper term to be used, tho' the word remedial is here used in a different sense from what it was at the beginning of the lecture, being first used as contradistinguished from the
1. At. inflicting a penalty or punishment of any kind as Penal. The word "penalty" in its most extensive signification is synonymous with the word "punishment.

2. This word is used in a more limited sense meaning a mulct, forfeiture, or assessment.

3. There are certain statutes which operate as penal statutes but are not treated as such.

4. All statutes which give higher remedies than the rules of natural justice require operate as penal statutes, but they are not considered as such.

5. All statutes which are not penal are beneficial or remedial.

6. Stats allowing costs in any case are held to be penal statutes. Costs are not known at common law, they were first introduced by the Stat. of Gloucester in reign of Edw. and here costs are considered as a punishment.
Municipal Law

to those who pay them.

But all the facts inflicting a penalty of any kind are penal facts yet it does not follow that a prosecution to recover this penalty is a penal action; for an action brought by an individual to recover a penalty in his own right is a civil action. The Stat is civil, penal but the action is civil. Debt is the appropriate action to recover a penalty. The form of the action is to determine whether it is a civil or penal action.

This distinction is very important, for a penal action is not within the Stat. of Jeoffray's so the declaration cannot be amended while civil actions are. So also no libelary but such as taper 352 is under oath will be admitted in a penal action, so the affirmation of a Lieutenant is inadmissible, even in civil actions.

Cases are lastly divided into affirmative and
Municipal Law.

Negative Statutes. Affirmative Statutes are those which are couched in affirmative terms, and negative Statutes those couched in negative terms. This distinction is important.

Every Statute in England commences its operation from the first day of that session of Parliament in which it was enacted unless some particular time is appointed for it to commence. Hence many Statutes have retrospective operation. But it is now usual to appoint a time when the Statute shall begin to operate. From this rule it follows that if two affirmative Statutes are made on the same subject and during the session of Parliament neither of these has priority, and hence if there are two Stats so rephr...
Municipal law.

do each other that neither can stand and will reflect the other, tho' this is denied in some Reports. Still his law.

This rule however presupposes that no time
is apposited for the Stat to take effect.

This rule of Eng' law has always been explo-
ded in Court. Stats here shall not take
effect till a reasonable time has elapsed
after their creation.

And the rule of law now is that no Statu-
shall have effect till the close of that ses-
son of the Legislature in which it was
enacted, and not till the Representatives
have time to arrive home. This is general
rule, and will not apply to individuals.

I will now treat of the construction of Stat. law.

The object of construing Stats is to ascertain
the will of the lawmaker. Hence the rule, to
be observed in the construction of them are
such as are entitled intended to affect the
Municipal Law

the mind in ascertaining what the will of
the lawmaker was.

In the construction of Stats which are not
penal—three points—are to be considered viz.
the old law—the mischief—and the remedy.
The particular rules of construction I have
already given you, and all those rules are
to be observed in all Stat. laws. But the
those rules are to be observed yet penal
Stats are to be construed strictly, i.e. according
to the letter of them, this rule is not
well expressed nor well explained. It op-
erates on one side only. How the meaning
of the rule is that penal Stats are to be
construed strictly as against the prisoner
and liberally for him. The rule then is in
favour of the subject altogether i.e. no
person shall be adjudged as guilty under
a penal Stat unless he is within the let-
er of it, however strictly he may be withi

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the reason and spirit of it. So if he is not within the letter you cannot bring him within it; and on the other hand the party is within the letter of the law, he shall not be brought within the penalty of it unless he is within the reason and spirit of it. The rule amounts to this, that a judge may resort to the reason and spirit of a law to take a party out of its penalty, but cannot resort to the reason and spirit to bring him within the penalty.

The rule of strict construction of penal statutes against prisoners is not uniformly observed. Thus, by Stat. of 1 Edw. 11, killing master is made petit treason and the killing of husband by the wife is not mentioned but is by 6 Edw. 1 included. So in one or two other cases.

But the intention of the Legislature should in all cases I think be carried into effect in criminal as well as in civil cases.

Penal laws of one country cannot be
Municipal law

taken notice of in another part to effect sub-
secd to the laws of the latter. Penal laws are
local not transitory.

Courts of one Sovereign State cannot even
notice the penal laws of another, even if
civil laws.

But the penal laws of every country extend
into the jurisdiction of that country and are
the rules to all persons within those limits
whether a foreigner or not.

When a penalty is repeatedly incurred
by the continuance of the offense, as in
continuing a nuisance, one penalty only
can be sued for at a time. Indeed I suppose
the court would say no penalty should be
recovered except for one offense which was
committed before one conviction, int. supra.

Beneficial or remedial statutes are to be con-
strued liberally, so the latter may be enlar-
ged or restrained in order to obtain the inten-
tion of the Legislature, to as to include
Municipal law

cases not within the letter and take out those
that are within the letter. If a law relating
only to Executors is terms includes the
case of Administrators where the reason is
the same. To again the Stat of Henry
the eighth authorized all persons to de-
rise, yet by construction Infants, lunatics,
and others were excluded.

yet be settled that a Stat. taking away Com-
law remedy is to be construed strictly. So
Acts of limitation taking away Com. law rem-
edies are to be strictly construed. In a Court
where power is concurrent with trespass the
Court holds it not to be within the Stat of 16.
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limitations - the the same reason exists.

The words of an explanatory Stat are never
to be construed so as to extend the meaning
beyond the letter. Otherwise there would be
no end to the constructions. E.g. Stat. 3d Rev.
5.7
for the construction itself might be construed
literally and so on in infinitum.
Municipal Law

Stat. partly Penal and partly Beneficial are to be construed strictly in part and literally in part i.e. literally where it operates on the offence and strictly when it operates against the person. So the Stat against fraud which are generally penal - here where the Stat. acts upon the offender and inflicts a punishment - the construction is strict, but where the Stat. acts upon the offence by setting aside the fraudulent transaction the construction is liberal.

The different parts of a Stat. are so to be construed that if possible the whole may stand. Repeal by implication is not favored. But if there is a saving or proviso totally repugnant to the body of the Stat. the saving or proviso is void and the enacting part stands. E.g. Stat. vesting the lands of A in the King saving the right of A.

If two Stats are repugnant to each other the latter in point of date repeals the former. So if the latter part of the same
Municipal law

So if the latter part of the same Stat is repugnant to the former part so that they can not be reconciled the latter repeal the former, in proportion to the repugnancy, this is different from the case of saving supra. 

This may proceed from mistake, the former Stat can not be accounted for from inadvertence.

When the common law and the Stat are at variance or differ the common law always yields. The reason is the Stat is most recent, since the time of making it can be ascertained. 

Compare as to the common law, which is immemorial. Indeed Stat law is deemed of higher authority.

Every Stat in its nature is repealable, for if not so there could be no continuance of sovereign power; the legislature must be sovereign in any. Repealing is an act of the Legislative, of course a clause in a Statute that it shall never be repealed is void. It is in derogation of the powers of subsequent legislatures.

The law never favors the repeal
municipal law

of a former Stat. by implication. This implication arises from inappropriacy or in-
consistency.

It is said that affirmative Stat. do not ab-
rogate the common law. I think this is in-
correct, for frequently such Stat. may in-
validate a negative of common law i.e. may be
inconsistent with it. E.g. comm. law rule is
that notice to Deft. be six days. Stat. is that
it be twelve. E.g. in suppose penal Stat.
implies a lower penalty than comm. law, it
repeals it of course.

Affirmative Stat. sometimes give a cumulative
effect, and then it does not abrogate the
common law. E.g. Stat. gives double damages
in certain trespass, still the injured
party may sue as at common law.

Again it is said that an affirmative Stat.
does not repeal an affirmative Stat. This I
think is an incorrect and absurd rule. for
one does repeal the other if inconsistent.
Municipal law

with it.

If a Stat inflict a higher or lesser punishment for a greater offence than a former Stat. the former is repealed. No cumulative remedy here as in case of a Stat. inflicting a higher penalty than at common law. The distinction is that all the Stat law on the same subject is deemed one law, sec. 4 of Stat. and common law where the Stat inflicts a lesser punishment than at common law.

Whenever a repealing Stat is itself repealed the Stat last repealed is revived.

If a Stat is repealed by 3 different States and two of the last are repealed still the first stands repealed. And if a Stat which has been repealed by another is revived by another Stat. the last reviving act repeals the repealing Stat.

This rule when a Stat is repealed that all acts done during the continuance of that Stat or under it are valid. But to whenever a Stat is declared null all acts done under it
Municipal Law

are void, but this seems to me contrary to the first principles of jurisprudence.

If a Statute is repealed by another Statute which makes provision on the same subject, which provision is limited, and expires at a

limited time, yet the former Statute does not

revive.

I have already observed that as a general rule no law can have a retrospective operation, yet Statutes sometimes have such an operation. It follows then if a Statute having been violated and before judgment against the offender, it is repealed and a new Statute is made on the same subject, the offender cannot be punished. Neither can he if no new Statute is made. He cannot be punished under

the old law for that is null and void to authorize the judge to pass sentence and he cannot under the new Statute be tried as an inexistence at the time that the offence was committed. The only exception is the case may happen be punished at Common Law.
This view distinctly was recognized by the circuit court of the U. States, in the case of U. States v. Sandwell.

I have already observed as to retroactive laws—still it is to be observed that if one covenant to do an act—which may at time of covenants be lawfully done, but is afterwards made unlawful by a Stat, the covenant is annulled. So if a person should covenant to export a certain article which should afterwards be made unlawful to export the covenant would be void. See 1 Ves. 498.

And on the other hand if one covenants not to do an act, which is made his duty to do by Stat. The covenant is annulled. See Stat. of 1841 requiring all the citizens to bear out in defense of their country, annuls the contract made between an Apprentice and his master.

I conceive neither of these cases to be inconsistent with the Stat, enacting that the oblig.
A covenant or contract shall not be enforced by
imposition by that statute, but that it is revealed that
the Statute, in the terms of it shall impair
contract.
If one covenant not be an unlawful
not added a Statute afterwards, makes that
not lawful, the covenant is not annulled. In the two former cases the covenant
is opposed to the Statute, but in the last
case a performance of the covenant
is not inconsistent with law.

If a contract declared illegal by Statute
is made while the Statute is in force a subsequent repealing Statute will not make the
contract good; the contract can never be
enforced. But where the complete performance is made illegal by Statute yet a partial
may be made consistently with subsequent
Statute, if the party requests it, and such
partial performance may be enforced by
a court of Chancery, and I believe in
Municipal Law

in some cases by a court of law. This con-
tact however must be made before the
prohibiting statute. The rule is the same
where a complete performance is made impos-
sible by the act of God. So if a covenant to
carry a 30 two houses and one is taken
by lightning, still he shall be bound to con-
vey the remaining one.

This said that acquiring what is impossible
one of the validity. And it said that's
contrary to the law of God are void. This
principle is admitted in one part of Black-
stone Commentaries but denied in another
part. I conceive it to be a position which
cannot be understood. To declare that the
judges are bound to follow and enforce laws
which may be contrary to the laws of God.

But the question whether legislative acts
contrary to the constitution are void is
entirely a different one, and is now clearly
settled in 41 States that they are void. The
object of the constitution is to restrain Legis-

Tucker
Municipal law

Public notices. To said when a statute
enables a court to do a matter of justice to a
party, the court intends to do it.

If a statute makes a new law concerning an
old offence and constitutes a new court to ex-
ecute that law, still the jurisdiction of the
ordinary court of criminal jurisdiction is
not ousted.

If a statute enacts that all crimes of a
certain description shall be tried by cer-
tain particular Judges, the rule is the
same. Because the jurisdiction of a
court is not to be ousted by implication.

But if a statute creates a new offence and also
creates a new jurisdiction for the trial of it,
the court of ordinary criminal jurisdiction is
excluded. The authorities are not agreed
upon this point, however, I think clear that
the court of Kings bench would be excluded.

If a special authority is given by Statute
to certain persons effecting the property of
individuals, that authority must be strictly
received, and it must at least upon the
Municipal law

face of the proceedings to have been strictly

punished, now, it is not valid.

When a Act enables a certain number of men
to transact business by a vote of the major-
ity, and constitutes a certain number of them
a quorum, is a question whether a majority
of the quorum can bind the whole body.

The better opinion however is that a majority
of the quorum is not binding. These bodies
have no power but such as is expressly giv-
en them or such as is inseparably incident
to them.

It seems that a private authority cre-
ated by Act and conferred upon two or
more persons is joint and not several unless
otherwise expressed.

But he said if a power of a public
nature is given to several, the act of a ma-
-jority (the whole number being present) will
bind. But the rule does not affect cor-
porations, for where a corporation is created
a majority of those present can act for the corporation.
The individuals who compose it are not regarded as an ideal entity.

There is a very material rule laid down as to the construction of the word void - a void and a voidable act are very different.

A void act is a mere nullity at initio.

A voidable act stands good till the act is set aside by due course of law - a void act can never be satisfied, a voidable one can - a void act can be taken advantage of by any person - but a voidable act can be taken advantage of only by the party or his heir. The rule as to the construction of these words is - If the object of the legislature can be obtained by construing the word void to be the same as voidable then the word is construed as if it were voidable. But if the object of the legislature cannot be effected by construing the word void to be the same as voidable, then the word void will have its strict construction.

The rules of the construction of
Municipal law

Statutes are the same in Ct. of Equity as in Courts of Common law, but the mode of enforcing the law is in many cases different, and I would here observe that the rule of construction is the same in contract except in Penal bonds and mortgages.

Pleading Statutes and the mode of Prosecuting upon them.

Nearly to plead a Stat nothing more is necessary, than to show that the fact came within the statute. E.g. Stat. of limitations, nothing more is necessary than to plead "sumptum non est aere annum".

Counting upon a Stat is a different thing from pleading a Statute. Counting upon a Stat consists merely in an express reference to it, as "against the form of the Stat. in such case provided" or "by virtue of the Stat. in such case provided".

Reciting a Stat is to quote its contents. To plead a Statute, to count upon it, and to recite.
Municipal laws.

Its contents are different things and often confused.

In a general rule that Judges are bound to take notice of public statutes but Judges cannot take any judicial notice of private statutes unless they are set for the

The rule is the same respecting a private

In court under our rule of pleading the

If he brings his action on it must set

at a public statute when required to be proved

to be recited.

This is said that it is not necessary to recite a

public statute yet a misrecital will be fatal

provided the misrecitation is in a material

fact. But the rule laid down by Hobart
Municipal Law

It is that a misrecital is not fatal unless he does
consume himself to it, or tie himself up to it, - 120 A. 382
but if he does not consume himself to it a mis-
recital is not fatal.

After verdict a misrecital of a private fact
is not cause of error, for the pleadings appear
good on the face of them.

If the fact is misrecited advantage
may be taken by pleading "null and void record" 120 A. 382
or he may take advantage by praying
over of it; show the misrecital and demurr.

In this respect a private fact is tried like
a deed.

Is a general rule that a public fact
need not be pleaded, but this is not uni-
versally true.

A public fact in England is to be used
to defeat a specially must be pleaded. If
to debt on bond, the Deft. would defeat the
specialty he must plead it, but need not re-
write it. But to defeat a simple contract
he need not plead it.

One who would found his action on a
Municipal Law

public Stat. must plead it, for the Plead must state the particular grounds of his claim, but he need not recite the public statute. The who declares upon a otherwise pleads a Stat., when his necessary also to recite it, need not recite verbatim, for a recital of the substance of it is sufficient. But it is never necessary to recite the title or preamble of any Stat. 19 Stat. 1927 has known of several instances where a mere recital of the title of the Stat. has proved fatal.

But it was once held that a mere recital of the title of a Public Stat. is not fatal, but modern cases say it is. But this I conceive ought to be taken subject to the rules already given.

When it is necessary to recite a Stat., the party must give the date and the place where it was made.

When a private Statute is pleaded, the other may plead "not this record" for the question whether
Municipal law

There is such a Stat is a question of fact, to be tried by the jury. But "nulli tred record" can never be pleaded to a public Stat for this is not a matter of fact, and it cannot be tried by the jury, but the court are to determine whether there is such a Stat, or not.

In declaring upon public Statutes the P'tf must plead them, but it is not necessary to count upon them. To plead a Stat is nothing more than to state the fact which come within the Stat.

To this rule there are these exceptions:

1. If the party has a remedy both at law and upon the Stat he who would found his actions upon the Stat must count upon it, otherwise it will not be known that he intends to found his action upon the Statute. There are many cases of this kind, Bacon is his title of suit against John Hawk.

2. In actions founded upon fraud
Municipal Law

1st. The Off. must court upon the Stat.

2nd. The reason of this rule is unknown to all God. the then way one exists.

3rd. If a public Stat. gives a new form of action unknown to the common law to be
necessary to court upon the Stat. if he would found his claim upon it. This is the case when
a new form, of action is given.

But whereas a Stat. extends anything
an action to a new case, it is not necessary
to count upon it.

In actions upon public Stats, which are
remedial or beneficial, the general rule

is that it is not necessary to count upon
them.

If one Stat. prohibits an act and another
Stat. inflicts a penalty for its violation, it
is necessary to count upon both.

When there is an offence against the common
law, and also against the Stat. you may in
one indictment lay the offence and common
Municipal law

and also upon the Stat. but this must be
done in two counts.

There are many cases where there is
an offence at common law which is also made
an offence by Statute.

If a temporary Stat. has expired and is contin-
ued by a subsequent one, the counting shall
the former Stat. is sufficient.

If the words "against the form of the Stat." are
inculcled in an indictment for an offence at
common law, and not by Stat. such words will
not vitiate the plea; they are considered to do so.
more as pluses.

If a contract good at common law by hand
is by Stat. required to be in writing, still it is not
necessary to declare that it is in writing;
the evidence may show that the contract
is in writing. Such a Stat. introduces a new
mode of evidence, and no necessity of pleading
But if such a contract is founded in fact to
an action, it is said to be necessary to aver
Municipal Law

That it is in writing. But if writing is necessary, as the validity of a contract at law it is necessary in the pleading to aver the contract to be in writing.

But when a Statute makes writing necessary to the validity of a contract which contract is not known to the common law, such a contract must be declared to be in writing as the case of devise of lands.

In pleading and the exceptions in the inaction clause of a Statute must be negatived by the prosecution. But an exception in a separate clause need not be negatived by him who prosecutes. The Defend may do this by way of defence. For exceptions in the inaction clause go to the description of the claim or right treated, but exceptions in a separate substantive clause, do not go to the description of the claim or right.

Where there are two ministering remedies, one by common law, and one by Statute, either of them may be pursued. In cases of this kind if the Defendant...
Municipal Law

If a statute aready and cannot support himself, he may in the same suit recover upon the law-rate or remedy.

If that which is not offence at common law is made illegal by Stat and a particular mode of frustrating it is pointed out by Stat, that mode must be pursued and no otherwise ascended. But this rule holds only in two dopes of cases 1st. When the particular mode is prescribed in the prohibitory or enacting clause, so that the mode is incorporated with it.

2d. When there is no prohibitory clause but the Stat says whoever does this or this shall be punished so and so. There is no offence created by the terms of the Statute. But when this mode of frustrating is prescribed by in a separate substantive clause, the rule does not hold and this is generally the case. But if that which is prohibited by Stat was also prohibited by common law and the Stat prescribes a new mode of frustrating, still the mode of frustrating at Common law is not incorporated. The Stat is only an
Municipal Law

Action at Law. If a Statute creates a right or an offence and gives no remedy, the common law will furnish a remedy.

To construe the execution of powers granted by Stat is an offence at common law and the initialment never set at issue, not to conclude "contra jura Dei, STATU.

Who may prosecute on Penal Statutes? No criminal can ever be prosecuted by an individual in his private right or capacity, for the public is the party injured and the remedy belongs to the public. But the Statute may enable an individual to prosecute for an offence done to the public, but this is for the King. This practice has never been allowed in Canada.

In Eng., an individual can prosecute by information even in Tidewaters. The qui tam action is an action at common law, in sui generis. It is brought in the King's name, to give security to the individual.
Municipal Law

A qui tam information is carried on like a criminal case — Qui tam action is like a civil case. Qui tam actions are almost necessarily founded on penal Statutes. They are now considered as mere executors of the penal Statutes.

Popular action is one given to any person who sues one for the penalty incurred by a breach of the Statute. A qui tam action is not necessarily a popular action nor vice versa. A right to prosecute qui tam is frequently given to the party injured only if the whole penalty is given to the party who will sue for the injury is popular but not qui tam. Whenever a Statute prohibits or commands a thing for the benefit of an individual he may have a remedy by an action founded on the Statute if an individual is civilly injured by any offence prohibited by a Statute, he may have his civil action on the Statute.

When a Statute inflicts a penalty for
Municipal law

In disobeving any one of his right, but does not appropriate the remedy, the remedy belongs to the party injured and not to the King.

If for an offense immediately injurious to the public only, a Statute gives a penalty of half of it to him, who will prosecute for it, any person may prosecute qui tam, as where the Statute prohibits the exploration of coal, this does no injury to the individual, yet any person may prosecute qui tam.

Where the offense is immediately injurious to the public only, no individual can prosecute qui tam, unless the penalty or part of it is given to the prosecutor.

If a Statute prohibits an offense immediately injurious to an individual, he may have a qui tam action, the the Statute does not expressly give the party the penalty or any part of it, or the it does not provide that he shall receive his own damages. This rule is not very well settled, the Col. Goree thinks his case...
Municipal Law

When a penalty is expressly given the whole penalty to the party, he need not join with the King but may sue alone.

In conformity to these later actions, quit rents are given in Court in cases of theft, forgery, and many other cases.

When a fine is given to the King a suit may be brought in a civil remedy to the party injured, the fine may be inflicted of course on a conviction of the offender in the civil action. This is so by common law. This has not been the usual course in Court but that against defamation inflicts a fine of $10, yet the fine is not inflicted unless the Plaintiff receives a move that the fine may be inflicted.

When no form of action is prescribed for the recovery of such penalties, the action of debt is the usual action. But it seems that in debitus apjursit with the King. Gould says this has been held a good action for the recovery of a penalty. Where fine of a penalty is given to the King and part to the person, the King and the person may recover.
The whole penalty — the same rule applies
here in this country.
A new trial conviction or acquittal on a question
qui tam prosecution is a bar to another prosecution
for the same offense, so no man shall be twice
sued for the same offense.
When any to a new claim prosecute as con-
sumed by the friend of the offender, then if
the action is qui tam, this will be no bar to re-
sued prosecution.
The prejudice of a qui tam prosecution
may be pleaded in abatement of the second.
But in some books it said it may be
pleaded in bar, but this is incorrect.
A person claiming a penalty under a fraud
has no right to the penalty till he has com-
menced the action or prosecution. By commencing
the prosecution he acquires an indebted right
and this right is communicated by the judg-
ment; but here the King may release the
whole penalty if he does it before the action
is brought.
In case of a remission that his otherwise,
some of the parties sooner or the injury is
Municipal law

done has an inchoate right to compensation as damages for the injury.

After a qui tam action is commenced, the King cannot take away the right of the prosecution for the penalty of precaution the prosecutor from proceeding to recover it. The King may release his whole right to the penalty. When a Statute gives a part of the penalty to the party grievance, the King cannot discharge the party's right even before the suit is brought.

Before this Statute was made, the contrary. The prosecutor could release his part of the penalty after the conviction; but this occasioned sham prosecutions for the conviction to prevent a second prosecution.

Statute 4 Henry 9 provides that no canons or recovery in a popular action shall be a bar to any other prosecution for the same offense and that release after conviction is void. C.W. G.O.T. Winds by common law principles a sham qui tam prosecution will be no bar.
In a second recovery or prosecution for the same offence. Therefor that the Stat. 8 Eliz. 360. 77.
by Henry is in all manner of the common law, for the first proceeding is said.

A bonn side release by the Pll after conviction or judgment would not by common law bar the King to prosecute for his share of the penalty. Nor by Stat. 10 Eliz. The procencer may not compound the prosecution at all, the answer made in court, nor then without leave of the Court, and under pain of felony.

If the Pll in a popular action dies, withdraws or releases, the King may proceed in the suit.

If several persons are convicted together in a popular action for violating a Stat, only one penalty is recovered. But if they are prosecuted by the King each one pays the penalty. In the former case the penalty is considered as a debt and they are joint debtors, but in the latter case the penalty is inflicted for the crime or offence as a punishment. As each is guilty of the crime, each shall be sever
Municipal Law

Frequently punished. Mr. Goddard thinks there is no 

solid justification for this distinction. 

One offense may consist of a number of facts, so 

one fact may constitute a number of offenses. 

(See Public wrong)

Where several acts constitute but one trans-

action or offense, there can be but one penalty.

In popular actions in Eng. the Party enti-

tled to no costs in law they are expressly 

given by Stat. But where the Party injured 

prosecutes only he is entitled to costs as in 

other cases of actions.

1 Sec. 42
572
5711
167
Talk 266
268 59
Husband & Wife.

The right which the husband acquires to the personal property of the wife 1st as to that by hypothesis & 2nd by her choice in action.

1st The personal property of the wife is separate in her money, furniture &c. &c.

The husband at the time of marriage acquires an absolute title to all her personal property by hypostasis in the same manner as if he had purchased it with his own money. The property is transferred the moment the ceremony is ended, and can never belong to the wife again unless it is given her by will.

2nd This personal property of the wife is hypostasis on the death of the husband rests in his Executors and not in the wife; this is by operation of law. Now there is some mystery in having alluding this transfer for I know of no other transfer which is good that
Beau and Samue

and a refusal to pay. But this certainly can only operate injuriously against them, and they can have no relief.

It may be asked how this can happen, when the husband is liable to pay the debts of the wife. Now it must be remembered that the husband's liability to pay the debts of the wife lasts no longer than during the marriage, therefore if the wife dies before, the husband pays the debt the creditor never can recover it from the husband. If also if the husband dies before he has paid the debt, the creditor cannot recover it from his executors, but he can in the last case provided the wife has other property which did not cost in the husband's i.e. if husband die first it remains her debt.

The husband's liability to pay the wife's debts does not depend upon her receiving property from him, for he is liable whether he does or not.

The husband is never considered
as a debtor to pay. The wife's debt does not de-
fect for if he was deceased be liable to pay
them after his death i.e. his Executors would
be liable. But the wife is considered as the
debtor and his therefore that the debt re-
viives ag. her, on her husband's death.

It may be asked then how is the hus-
band to be sued at all. How the Husband
must be sued with the wife in case of the
wife's debt contracted before marriage. Now
the ground why they must be joined in a
suit I conceive to be this: the wife being
debtor must be sued and by marriage she
is deprived of her property, therefore if a
suit was commenced ag. her alone judgment
must go ag. her alone, and she must be
imprisoned, and remain there till her hus-
band was willing to pay the debt. Now
you cannot imprison one without the other,
for the debt of the wife, and when one is set
at liberty, the other must be also.
After death, the wife's choses in action are her notes, bonds, damages, and debts. How to them the husband is entitled upon marriage, but his right to them is not so conclusive as to the personal property or effects, but it is as to the disposal of them, for he can assign them. Etc. And they are not vested in him by marriage, but only a right to them, for he must collect them in his own name and the name of his wife and when collected they are absolutely his and go to his executors. 

There was a question made where the husband had empowered another to collect them, but before the money actually came into his hands he died; but the court said it was not exercisable to a further prosecution. The husband's agent had got the money and that was sufficient. If the wife dies first then choses go to the husband as executor for only and not as hei
Baron and Jane

own property.

The husband may assign these choses in action and the assignment is valid and the assignee has a good title to them. This assignment must however be for a valuable consideration. So as to his own choses, he may give away without any consideration.

If her husband died before disposing of the choses in action during coverture, however, he cannot devise them away by will. Therefore if he dies before he disposes of them they go to the wife and if she is dead, to her representatives by the common law, but there is a Statute on this subject in England, which I will notice directly.

There is a rule in Equity on this subject: In Equity they consider the husband as the purchaser of the wife's choses where the husband has made a consistent settlement on the wife before marriage. Now
Bacon and Rowe.

This settlement has nothing to do with a present for that is in lieu of dowry, so that when a contingent settlement is made before marriage the husband is entitled to her share both real and personal.

Now suppose she has money given to trustees for her, and they do not perform their duty, how is the husband to get it, for the legal title is neither in himself nor wife, but in the trustees? He must go to Chancery for it, but that I will refuse him, he tells he will make a decent provision for his wife, either out of that or in some other way. But they have dispensed with this rule when the wife has been in court and made a provision of this kind. But in this case I must say that she acted fraudulently.

But suppose the husband came for the interest only and not the principal, then the court exercise discretion in any case, they will not allow him to take it if he had a large portion of his wife, nor will they
Baron and Stone

Let him take it if there is danger that the wife will not have a competent support, and to make provision for her by a set of almshouses.

The obligation of a Bankrupt husband still remains in the shoes of the husband and must therefo be made provision for the wife, if they wish to get the money. If the husband had assigned these choses for a valuable consideration, it seems that Equity will not compel the assignee to make the provision for the wife. How far, and have been speaking of such choses when the legal title is in some other person, except the husband and wife. I have also been speaking of an unwilling trustee. But suppose the trustee is willing, a court of Chancery will not interfere to procure it and if the husband has a legal title he may obtain these choses without making any provision. It has been already stated that if the wife dies before the husband, her choses would go to her executor to pay her debts, now he
While it is true that the husband is the rightful administrator of the wife and may collect her assets, now by the law, and the further remaining after the husband has paid all her debts with his representatives, but in England that is different. The husband is not obliged to account for the surplus; it is his own.

It follows then that in those States where such States exist, the laws are more generous, so that the husband being a representative must distribute his surplus to the wife's representatives. We have as much Statute law, as England has its own.

As to the equitable chance, the husband has the same right to them, that he has to his legal ones.

For an historical account of those persons who are permitted to administer an intestate estate see the book cited in the margins.

I shall now consider the husband's right to pay his debts obtained in his own name until the marriage of his wife, i.e., when he was free to pay with his own money when a judgment is attached in his own name and in the name of his wife for a debt due to
The wife, and the husband die before his collection, and before his wife, the judgment belongs to the
wife; and if the wife dies before the collection, it belongs to the husband.

Now it may be asked on what principle does this go to the husband absolutely, and not as administrator,
or not collected and therefore is an exception to the rule as it respects choses which are not redu-
ced to possession. The reason of this is that he judgment is a point one, and upon the principle of joint tenancy, it survives to the husband; and the reason is, because the law gives it to the hus-
band—therefore be clear that wherever the per-
cipient survivorship does not exist, the hus-
bond cannot hold this judgment absolutely as a
husband; but only as an administrator of the wife,
and that it will be a shelf in his hands to pay
the debts, how so heavy of the states this doc-
trine of survivorship is entirely exploded. He is
certainly therefore in those States where it
does not exist, we must treat it in the same
manner, as we do in use of joint ownership;
then the husband has a right to collect the
A man and woman

Judges 3:1-9, and that is all for then he must res- 

26:30

ond—so it and as administering. it will

or not in his hands to pay the wife debt.

A man can only during the time of his own life, or

During the remainder, the ground of his

is that an annuity is real property, as an in-

eral bond. It is not personal

I will next consider the right which

The husband has to the chattels real of his wife.

By chattels real, I mean generally the houses

years, for we have no thing in this country.

1st, he has the same power to dispose of

as he has of her choses in action, and they

are also liable to be taken by an Executor for the

debts of the husband.

chattels in case of choses in action, and so

executories cannot be levied upon them.

where those choses are taken by way of exec- 

the title is transferred from the wife to the husband.
But suppose the other devisee of them also they are taken by executors. Why then, he has the reimbursement of them, and the rents arising from the reimbursement of them as rents secured if the husband dies without disposing of them, they in that case will go back to the wife in the same manner as her shares. And if the wife dies they will then go to the husband not as administering but absolutely. It occurs in case of shares for they on the death of the wife go to him in administration. But he holds these shares not as his own.

In this last for years were mortgaged a to.

Equity of Redemption belongs to the husband on death of the wife. How it may be asked how the husband should be entitled to this cause of action upon the death of the wife. No other reason can be given only it is supposed it seems to be a mere positive rule of law. But this is not sustained by some that to upon the principle of joint tenancy the case is in case of a judgment that this is not true for in order to constitute.
Baron and Femme

A joint tenancy, the title must commence at one end the same time, and they must hold by the same rights and it must also be created by the act of the parties. Now this is not the case in leases.

So that from this we may infer that the reason for the husband's holding this lease for years after the death of the wife is as here in this country the same as in England, for it does not depend on the ground of joint tenancy.

The husband cannot devise away by will three leases for years on the death of the wife, the lease with a lease of them to commence after his death would be good.

The husband may lease the wife's term and if he should die, the lease to commence to his heir to be sure the wife would have the reversion paid if his heir. Then why does he not then also have the profits as his a rule that the rents shall belong to the reversion. However this is not what follows the reversion in case of a joint tenancy in case of a joint tenancy in case of a joint tenancy all the profits she can have.
...in some cases in which the husband cannot have it viz., when a femur art. owned a chattel real and was disposed of before marriage. Now in this case if the wife dies before the husband and she disposes of the chattel real, as before he reduces it to just price the husband cannot hold it on the ground that he can. The reason is that he must be deprived in order to have his property disposed of, but it will go to his representatives.

The wife may have been predeceased of chattels real as an executor before marriage in this case the husband gets nothing by the marriage.

Let us now consider what interest the husband acquires in the real property of the wife at the time of marriage i.e. in her lands or any estate of adventitious.

By the marriage alone the husband acquires the use of all her personal estate whether for an insipid, fee tail, a life, during the coverture. The use of this estate belongs to him for life, and if nothing but an marriage is in the case on the death of the wife, his at an end and to the husband, so it will in that case go to her heirs.
Baron and Deane

at law how the wife during the coverture has an other interest in the estate purely to a termination the fee remains in her. Therefore if there is an injury done to the wife's interest as by committing waste &c its an injury to her and she must be joined in the suit. But if the injury is to the use only as by injuring the crops &c she is not to be joined.

Now what I have just mentioned is her during the life of the husband. But on the death of the husband in the life time of the wife, the wife becomes sole owner of the land, but suppose at time of husband's death there were improvements growing on the land how these are viewed as personal property will go to his line?

But suppose the wife dies on the husband's lifetime their real estate of the wife's descend to his heirs at law, and the husband has no interest in it at all.

I have thus for consideration had the husband acquire by the marriage money and he may have an interest beyond this
which is called an estate by custom. Here it
was necessary to settle him to this estate. He must have
had a child born alive by his wife, who
would have inherited. The wife in this case
must have been actually received in order to
have the husband take by the custom.

The husband will hold this estate by the
custom during his life and on his death it
the wife's heir will take it in the same man-
ner as if she child had been born.

By the custom of gavelkind it is not necessary
to have any child born to entitle the hus-
band to this estate by the custom, and as
our custom in Court is gavelkind under the
custom, the question might have arisen at some
former period whether a husband here could
not have been entitled to this estate without
having any child born. But the common law has
always proceeded and I suppose it was now too
late to settle this question.

It was formerly made a question whether
a man could be tenant by the custom in a
Dower and Telescope

A man may marry a woman who has
leased her lands, and in such case he will have
the land only—for he cannot have the use,
or she is entitled to that. She has the rent
in lieu of the use and on his death the rent
will go to his executors. But if there was a rent
in husband before a wife in that case, that goes to her
on his death as any other choses in action.

I will now consider what portion the wife
has out of the husband's estate on his death.
This is the seventh word of the Paraphrase.
3rd line, Double a 7th leg as a measure.

The wife may also gain advantage by the
marriage for when the husband dies intestate she is entitled to one third part of his personal property after all the debts are paid, and in case there is no issue she is entitled to one half of his personal property after the debts are paid. But this personal profit may be devised away. But these is one species of personal profit which is not in this predication and that is the Paraphernalia. This paraphernalia is of two kinds, the first consists of beded, bedding, and clothing, the 2nd kind consists of herornaments such as jewels, watch, etc. to the first kind they never can be considered as his estate at all. They are not to be included and will not go to his Executor but are absolutely the wife's property. Now I suppose she can hold only a suitable number of these articles.

So to the 2nd kind are her brackets as they cannot be devised away by the husband they are not the subject of devise. To be sure he can take them away from her any time during the marriage but on his death if he dies
Brown and Frame

1. Not take them from her, they went in the wife and
his executors cannot take them unless there is
a deficiency of effects in his hands to pay the
debts, for in such case he may take them.

But they cannot be taken for the purpose
of paying legacies, a volunteers or any kind.

But only for the purpose of paying creditors.

2. Suppose the husband beget his wife
jewels 50 and dies, now she shall have the
aid of the personal property to redeem
them, and she shall berequired before
legators for this purpose.

Suppose lands are devised to pay debts,
if her personal effects are taken the will
stand as a creditor and may compel a
sale of those lands to redeem her.

And then rule is when her personal effects
are taken that she is inferior to other cred-
itors but inferior to volunteers.

In most of the States the real estate con-
stitutes a fund for the payment of debts,
but the personal must first be exhausted. This being the case a question may arise whether the wife's personal estate could be taken to pay debts like both the real and personal estate were exhausted. It would seem upon principle that they could not be taken like both were exhausted.

The wife also on the death of the husband becomes entitled to an interest in his real estate and this interest consists of one third part of all his freehold estates either in fee simple, fee tail, or for life; and by the common law it must be one third part of all of which he was seized during the coverture; and this estate is called the wife's dower. The husband cannot deprive the wife of this estate by will, nor by any conveyance during his life time, unless the wife joins in the conveyance.

It is not necessary that there should
Baron and Some
be an actual receiver of the husband to
write. The wife to close. A right to receive
or a legal notice is sufficient. Fear in case of
arbitration. And further it must be such an estate
as her issue of the had any might have inher-
eted, otherwise the can't be enforced.

Now you will remark that it is not neces-
sary that issue should actually be born, as
her issue of marriage, but the only enquiring is
whether a child could inherit provided
one were born.

Now this can never happen in a fee
simple estate, but is a special entailment
generally if not always.

This estate of lawyer is not only out of the
power of the husband to devise away, but is
also out of the power of the creditors, i.e., if
they take it, they will have it with this in-
validance upon it. And where to be sure
will have it after her death, in the same
manner as it will descend to his heirs.

So that there is this difference between
By the common law the heir at a certain given period after the death of the husband is obliged to assign the widow her dower, and if he refuses, he is compelled to do so by a legal process. The statutes in the different States have made some small variations.

In some the Judge of Probate appoints two or three judicious freeholders to set out the widow's dower by metes and bounds and a confirmation of the return of these severors by the court of Probate gives the title to the wife for her life. An appeal lies however from the court of Probate to the superior court.

In some the wife is entitled as
But this power may be barred in several ways. It is said it may be barred by the husband's being an alien. How an alien cannot hold land, at all. This therefore means nothing more than that when an alien purchases land, he is sufficient to hold it, it being feared, unknown that he is an alien; and his seized of them in such case, the wife cannot have them out of them. In an alien can hold no lands and they were liable to be taken from him at any time.

This may also be limited by an agreement of the wife with an adulteress, to reduce her for eight of serious or of husband afterwards receiving her and treating her as his wife.
But the most usual method of barring dower is by setting a jointure on the wife.

Now this jointure must be settled upon her before marriage, when she cannot be held to be under any coercion of the husband. And she must also agree that it is in lieu of dower. The jointure must consist of real property; it cannot consist of personal property. It must be either a fee simple, a tail, or an estate for her own life.

It must be one so contrived that she shall become entitled to the enjoyment of it on the death of the husband.

Again, the jointure must be a sufficient livelihood, and generally it must be proportioned to her property and her rank and station in life. If there were any dispute as to the competency of it, the court are to determine it. This jointure must be conveyed to her in whole or part to subsist on use for her.

Note to a general rule that after a person has once made a contract or bargain...
...the court wanted it to have any weight unless it was proven to have been a very bad one. For if the wife has made an improvident bargain, as to her jointure, the court will not apply against contrary to the general rule, void the contract, and give her her damages. And this is founded on reason, for the wife is not considered in a situation to make a good bargain at the time of marriage, the court will therefore assist her.

It must be observed to the purchasers that this is in favor of wives, for otherwise it might be considered as a marriage settlement which is no law to woman. A jointure is sometimes called the wife after marriage. Now if there was a jointure of agreement entered into by the parties their marriage, that a jointure should be made after the marriage, a jointure made according to this agreement after marriage is as efficacious as one made before marriage.

The jointure is made at marriage with...
either to take this picture or her Dowry.
But she cannot have both—her acceptance of one of them therefore will bar her from receiving the other.

Formerly the wife was endowed "at alien necessite" with the personal property of her husband, now, in these times, she holds this personal property, absolutely in the same manner as her husband does the real estate in Dowry.

A legacy given to the wife may be the Dowry, but it must be expressly to be in lieu of Dowry, and the wife has her election either to take the legacy or to take her Dowry.

There is one form of will which occurs in most of the States, and which I conceive to be a very bad one—viz. this: The husband in making his will says, "I give my wife one third part of all my real estate during her life," without stating that this is in lieu of Dowry. Now it ought to be expressly in the will that this is in lieu of Dowry, for in strict

...
Bacon and Few.

course of law or being her dower.

To be sure the court of Probate in this State have been governed by the supposed intention of the Deceased, and have allowed the widow in some cases. The Court expressed in the will, but I do not know how a higher court would consider it.

There is a case in the 3 Atk. 3 which has been

expressed to be opposed to the general principle as to dower. It is, that case it appeared that the wife was being held that if a bond was given in hand to the

subject of the wife, it would bar her of her dower.

Said it were a sufficient hindrance. But nothing more is meant in this case than that she may have her election, either to take the bond or her
dower, and that if she does elect to take the bond it will

have the dower, and not that she is compelled to take the bond; for clearly she is not.

I have already observed that the wife must join in the conveyance in order to bar her dower.

Also, she must join in a mortgage or it will not

effect her dower, the wife may redeem.
As if her husband's estate was mortgaged before her marriage, she must redeem before she can be compelled to draw. When the heir comes to pay his part of the money, he need not pay the interest.

If land or settled as a picture should be mortgaged she may abandon them and resort to the dower, or she may redeem them, and the heirs in that case must pay the whole of the money together with the interest.

A wife cannot be endowed of an Equity of Redemption. Neither the mortgagee's wife can be endowed of an Equity of Redemption, nor can a mortgagee's wife be endowed of the interest which he has in the mortgage, how not giving the wife dower in the Equity of Redemption is certainly destroying the symmetry of the law and in the law sense I cannot think, for he decided that she might be endowed of it. But this decision has since been overruled. This is a case in which I should not hesitate to vary from Eng'd decisions, for clearly there is no principle in them.

This in this State they have deci-
The wife may be entitled to an equity of redemption.

Wife of a mortgagee cannot be excluded.

I will next consider the right of the husband to the personal property of the wife which accrues to her during the course of life, such as legacies, damages for injuries, trade, losses, etc. There are two different opinions held on this subject, one is that such personal property belonging to the wife during the course of life belongs to the husband absolutely, whether or not collected before his death or not. The other opinion is that such head or the income or any other chose in action belonging to the wife before marriage, and therefore of the husband, does not belong to him during his lifetime, it is subject to such use or enjoyment as the wife may have or her representatives, and not to his executors.

But they all agree in this, that the husband may institute a suit in his own name to recover such choses or acreve to the widow during coverture.

In the cases in support of the opinion
that these cases with marriage tie the wife, are being by the death of the husband see the cases cited a. 3d. 556. in the margin.

And for the other opinion viz. that they belong to the husband absolutely whether a party or not which by the way I contend to be the true doctrine we can in a margin where there are other cases cited to report this doctrine.

Now this is a question about which we can reason but very little if any at all. But I take an important rule to guide me in this case viz. that which destroys the symmetry of the law may be pronounced to be incorrect and that on the other hand which preserves the symmetry may be considered as correct. There is also another reason in support of my opinion, which is that the husband as is agreed in all hands may recover these choses in his own name he died and join the wife in the suit to recover these, which is always to be done, when a suit is brought to recover choses due the wife before marriage.

I will next consider the right to damages arising from injuries done to the wife before and
Baron and Force

after the occurrence, as by omitting her person or flower during her reputation.

In all damages arising from injuries done to her before marriage, the husband is liable to the wife, as he would be in the case of the coverture. They belong to him absolutely; if not at the death of the husband they will survive to the wife.

If the injury is done during coverture, the damages belong to him; if he collects them, but if he does not on his death they will survive to his heirs. If he more is known, then he must be joined with the wife.

Out of this combination of slandering and beating the wife, there arises two separate actions: the one I have already mentioned viz. that he recovers damages for an injury done to the person of the wife. But besides this, the husband is entitled to another action in his own name for the damages which he sustains in the job of his wife company and service. This is an action at trespass for good companions against:

So also any expense which he might have been put is included in this action. Now these special damages recovered in this case do not go to this
wife at all, but acting absolutely to the husband.

So also in some cases, the husband may have a special action in his own name ag. any person who flanders his wife, for this may work a great injury to him, as in case he is an housekeeper and the reputation of his house depending in a great measure on the character of his wife, if she is slandered, it works an injury not only to her but to him also.

The husband is also entitled to all the property, which the wife obtains by means of her labour, or by any act by means of which she acquires property; he therefore has an interest in the labour and person of his wife, and if any person seduces her or takes her away from the husband, the husband has an action ag each person to recover damages to the injury sustained.

But on the other hand, the wife has no right to the service of her husband, and pays of therefore maintain an action to the loss of her services.

I will next consider the injury and
Brawn and Force

The remedy in case of breaches of conversations with a wife's wife. The action to be brought in such cases is in form to apprehend means, but to substantiate the action on the case for damages of the judgment of the wife. Formerly it was held that these must be recovered at an event, but it has lately been determined that if the husband is guilty to the third party gives his consent to it, he cannot recover any thing.

If the husband and wife agree to part with articles of sequestration and enter into between them for a division committed after the sequestration, the husband cannot recover, but he is not charged at any right to the houses.

These articles of sequestration must be written ones.

one thing in point of proof which is peculiar to marriage, that is not sufficient to prove marriage by sequestration — a marriage in fact must be

So to that shall diminish or increase damages in this case the character of the wife before marriage must be considered.
Barlow and Fawcett

Husband keeps deporte commencing at his home.
This will lead to diminshed damage.

Hence the husband and the former of his wife. There is no settled rule as to what this power is. Formerly he had the same power over her, that he held over his servants. But during the reign of Charles II the wives began to be considered as deserving better treatment than ever before, and from that time it seems to have been treated in a more humane and respectful manner.

The lower class of citizens however in England claim the right of chastising their wives.
Then is the right of chastisement recognized by the law of England.

The right of husband for good behavior. This right the husband and wife both possess, and is the only action they can have against each other. I shall consider this more largely hereafter.

It seems that if a wife were to go away from her husband without a cause, he would have a right to seize her, and retain her.
Baron and Sons

In the said that he may suspend him to hi
ext heir being away with an additance
also to prevent him from destroying his
property. But his claim that the court will not
impeel the wife to leave her husband if she still
come to the tenability of her husband.

The consider the husband's liability to pay the
debt of the wife due from her before marriage
and also his liability to answer for her debts
and arrears committed both before and after the
marriage. Towards her debts I have already said
some things on this subject in the first lecture.

At the marriage the husband becomes liable
to pay all the debts of the wife due from her
before marriage. But his liability lasts no longer
than during the coverture; if therefore either hus-
band or wife die before they are paid it dischaz-
ges the husband and his heir. His liability
only does not depend on the fact whether the hus-
band receives anything from the wife or not.
So that he by some statute of law credit-
cans may be deprived of their just dues.
Baron and James

The true principle on which the husband is made liable to buy the debts of the wife is that a wife cannot be sued in a civil action without being joined with the husband, and the wife cannot be imprisoned without her husband, is also imprisoned with her.

There is one case, however, in which the wife may be imprisoned without her husband, and that is where a hue and cry is made, and the sureties, her adopted children go against her in her written name.

As to bringing Baron it must be enforced against both husband and wife, and if the wife is taken and the husband abroad, she must be discharged.

If a husband and wife should be sued for debts of the wife, and the wife dies after judgment is rendered in this case, the judgment may be collected from the husband, but if she dies before judgment and during the pendancy of the suit, the suit will abate, because the debtor is dead.
This substantially an exception to the rule, but not technically.

Next consider the liability of the husband for the torts of the wife committed both before and after marriage.

The damages arising from her torts committed before marriage must be collected from the husband during the coverture, just in the same way as debts due from her must. And the suit must be brought against both, they must be joined.

Suppose the debt before they are recovered, then the wife alone is liable, and if she should die before they were collected, he is not liable, nor even if there are charges in action coming to him as administrator of the wife, and the reason is that a personal injury or tort dies with the wrong, his bad act and not his own, still however, if the aforesaid were benefitted by this injury or tort, he might be liable in some cases.

The husband is also liable for facts committed by the wife after marriage. Here the question is, is it the husband liable alone for
Then, if the woman can prove withal together, In this case there may be harm which they may both be liable and care in which he alone is liable.

And the grounds of his liability alone depends upon the question whether it may be considered as his act or not. So if the husband commands her to do a wrong, and she does so, if she is considered as the mere agent in this business, and therefore the husband's alone is liable.

And also, if she does a wrong in the company with her husband, it is his wrong and never will revolve to the wife.

Now this rule is peculiar to Moses and some only for in all other cases of one person commands another to do an unlawful act and he does it, they are both of them liable.

The ground on which the wife is excused in such cases is, that she is supposed to act under the coercion of her husband.

But if from the wife commit the act without the knowledge of the husband being neither done by his command nor in his company in such case they are both liable, it is the wife wrong and it will in the mean of the husband of cost.
found to prosecute against her.

...sion on part of the wife.

In the next place, is the husband of the

...this rule, is that when the pun-

ishment inflicted is nothing more than a fine, the

husband is liable to the wife, they must be

joined in the suit.

...and in a lawsuit, the husband must be jointly to the action.

In a general rule, that if there are any duties

which are incumbent on the wife to fulfill be-

fore marriage, the husband is compelled to in-

stitute a suit marriage. So if it were the duty of

the wife to maintain the children before marriage

and it certainly was if she had prenatals and

her children had none) her husband by the

marriage is liable to maintain them.

But perhaps the widow was her own

In this case the husband is not bound to sup-
about her children, because it was not a duty before marriage, but the duty of the husband being a husband. This is the received opinion on this subject, but there is one exception to the general rule in the English law, and we have followed it - to this, J. S. inter alia many who is possessed of a large property, but whose parents are burdened. Does not the principle of these words be able to take care of his parents, but he is otherwise in this case, for he is not bound to support them, but the other children must do it.

There is a case in 4 T. R. 125, and the ground on which it proceeds, I should very much doubt, it does not accord with the rule which I have laid down, and which I conceive to be a correct one.

A statute of Eliz. created the duty of children to maintain their parents. No common law for this purpose, but it is a law of nature that a parent is bound to maintain his children.

Thus in all cases in what cases the wife is excused, when she has committed a fault in compliance with her husband's orders.
to an offence mutatis prohibition only the abuse is liable and she is accused. It also when the offence is against society however showing that offence may be she is not liable but the husband alone is liable.

But this does not apply to crimes which would have been so in a state of nature as murder, for there above the wife is liable. This is also liable

But note here, where there is one case in which they are liable viz. for keeping a brothel.

A wife cannot be made acting after the fact in being a but she may be an acting before the fact.

What contracts made by the wife shall be binding on the husband and not on her. In no contracts accepted by her.

How a wife can act as attorney for her husband - therefore if a contract is made under any express authority from the husband, he is bound by it - the principle here is that he con

sequently to the contract quia factum per alium fact

But again the husband is also bound by those contracts of the wife which it was usual for him to make and for him to satisfy, the principle
The husband is also bound to fulfill a contract of the wife, unless he shall agree
as wives according to the custom of the country usually make. E.g. If she goes to a merchant to buy 120
fine hogs and receives goods as is usual for the wife to have.

But supposing she were to borrow money for their use, and the authorities may he would
not be liable in such case, but I think he would be in this country.

4. If the husband is bound by every contract made by the wife for his use, and by which he is actually
benefitted, if she should purchase a yoke of oxen, and he should use them, he would be li-
able to pay for them—taking benefit of the purchase furnished evidence that he authorized
it.

5. If the husband is bound by contracts of the wife which generally he would not
be bound by, and it not being to certain particular circumstances—
E.g. The husband goes into
In the event that the husband is bound by the contracts he has entered into, whether he is absent or present, and the wife cannot enter into new contracts, the wife may contract with others for the husband's benefit. If the husband is incompetent to handle business by proxy, the wife may contract, and she is bound by them.

Similarly, if the husband is bound by the contracts he has entered into, even if he is absent or present, and the wife cannot enter into new contracts, the wife may contract for the husband's benefit, even if she should contract with others for his benefit. But if she does not actually leave the husband to handle his affairs, but she has good reason for contracting in her own name, she is liable to maintain her, even though she has bound herself to maintain her.

But if she contracts without any reasonable cause, she is not liable for her own business, but if she comes back again, she is liable to maintain herself. But if she comes back again, she is not bound to maintain herself, even though she were bound again.
Bacon and Tome

I have observed that the husband is not liable on the nocopes of the wife if the wife enters into contracts for nocopes, to avoid it the books that the husband would not be liable for them even if the seller did not know that she had thus clouted. Now some writers, in their decision is not founded on principles, for it is admitted that where a servant took up goods immediately after he was discharged from his master, the master was liable, but this dissolution of their relation was not a matter of notoriety.

But it seems to me that this case of the servant is precisely in point as to the case of the wife. The wife in no case would not be liable, for these contracts.

If a wife who is an adulteress lives with her husband, he is liable for her contracts.

It has been said that there is a case in Bastarque Y Pelle in which he decided that the husband is not liable in such a case. But
That case differs from this. In those the husband left the wife who continued an adulteress. But to conceive in this case he would be liable for the son who furnished her with necessaries did not know her situation in that she was an adulteress, and that her husband had left her.

If husband and wife separate by mutual agreement, and the wife have separate maintenance allowance, if this separation is a matter of necessity, the husband is not liable for her contracts the made in her capacity, how this proceeds upon the ground that the separate allowance is sufficient for her support, or if it is not he is liable. Suppose they have no property at all and there is a separation in such case if the wife is able to earn by her labor sufficient to her support, the husband is not liable. But he is liable if she is not able to support herself by her own.
Persons trusting his wife for money to pay debts in cases. Now this must be understood with some restrictions, for he may trust some particular persons, who may be his enemies.

If a wife should buy necessaries living with her husband, and then to sell or pawn them before using them, the husband is not chargeable to them. How I cannot account for the ground of this decision, unless it is that they must come to her use in order to make him chargeable. But her liability commenced at the moment of the purchase and not when she conceived how any after misconduct of the wife can discharge him.

A wife cannot bind her husband by a deed of his own name unless there is a special authority given him as by power of attorney. It would not bind him if the deed was given for necessaries. But the husband would be liable in an action on a promissory note.

A contract for money borrowed to be paid out for necessaries will not bind the husband in a court of law, but it will bind him in equity.
The rule in Equity ought to be adopted in courts of law for this the correct one.

If the wife is committed to prison for a crime, the husband is not bound to pay for necessaries furnished her — the public must do it.

But such a bond or note issued after his death in favour of the wife against him how this transfers to the wife against the Executor.

But consider each debt was to be paid after the husband's death, agreements entered into by husband and wife before marriage to provide for her after his death are binding both in law and Equity. Formerly they were binding in Equity only but now ever.

Next consider their contracts respecting real property made before marriage, as a conveyance of real property by the husband.
Honor and Time

It has intended wife.

For a conveyance of this kind from an husband to his intended wife is binding on
him after the marriage. It remains her part on
the same manner as if any other person had
conveyed it to her, so that he can have the
said interest only.

Hence, when the conveyance is made after
the marriage, how is a maxim of law, that
husband and wife cannot contract to go
after a marriage, because his said they are
one person in law? And this is true as it respects
personal property, they certainly are two separate
persons; for a device of lands to her does not rest
in him but in her hand, he can only have the
use of them.

How in obedience to this maxim, it seems
to have been a rule of common law that a husband
and wife could not convey real property to
each other; how is settled that a wife cannot
convey lands to her husband during the coverture.

To namely, the husband could not convey
land to his wife, but a lease was concluded
Baron and Son.

We wrote this by conveying the lands to a third person, and then to convey it to the wife, for this was allowable. A husband would convey land to a brother, or to a son, and thus make a conveyance to the wife of the brother. If that husband had any conveyance sold properly to his wife in this courteous course.

But now by the law of corn, this conveyance can be made directly, i.e., if that conveyance blind to the brother, or to the use of his wife, and as soon as this is done, the brother, the brother in the case, can give it to the wife of his brother. We have no such law that it cannot but take the old method, by conveying to a third person, and then he convey it to the wife, and this mode is in another case.

I have observed that the husband cannot convey personal property to the wife, but that he can real property. But in equity, an agreement entered into by husband and wife since the marriage that the wife shall have certain articles, and have the benefit arising from the sale of them is binding on the husband.
But a voluntary promise made by the husband that he will, at some future period, allow the wife such privileges as selling certain articles for her own benefit cannot be enforced in a court of Equity. Articles of agreement entered into between Husband and wife to live separately I will mention in the English law on this subject and whether they recognized in the United States I do not know.

In these agreements the husband is bound by all the legal covenants entered into. The husband may renounce his marital rights, and so far as he does renounce them he never can reclaim them. So if the husband and wife agree to live separately and nothing more he has renounced all right to her person and nothing else.

So if he covenants to allow her a separate maintenance, he is bound by it, but in this case if a legacy should come to her he will have it. If lands instead to her he will have the use of them. But if he covenants to renounce all property coming to her he is bound by it and of course she have none.

Now in all these agreements nothing is to
taken or lost by misappropriation—every thing must be preserved.

The case differs in this, which may be offered to the person after the separation. She cannot move where her person, if he attempts to a breach of the peace, neither can he recover for any criminal action with her after the separation.

The wife can recover real property without joining with her husband in a suit brought to has renounced all right and title to her person.

For the doctrine of separate maintenance in the other cases of the margin, case at his hands in no another in the margin. Case at his hands in

Act. 284, I was an agreement to provide the support of the wife, provided it should be afterwards necessary for them to separate, and the agreement was held to be binding.

[Note: 217

[Note: 671

[Note: 321

[Note: 5241

[Note: 767

[Note: 447

[Note: 747

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[Note: 117

It has been said that after separation the husband has the power to alter these articles, but nothing but a mutual agreement of the
prative to cohabit together again, and to make a discharge of the articles.

The wife is in some sense a sort of tenant, paying her separate maintenance.

Contracts by which a wife may bind herself.

It is a general rule that she cannot contract so as to bind herself. But there are cases in which this may not be the case; if therefore we can discover the true ground which makes the contract void, it will follow that whenever those grounds do not exist, the may contract, and that her contract will be good.

Now the grounds which under the incapable of contracting are three. 1st. The husband, by right to the person of his wife and. 2nd, The law considers the wife to be in the house of the husband; therefore whenever we can discover that no marital right of hers is affected, and also when we can presume her not to be under any coercion of the husband, she may contract and her contract will bind her.

I will now mention cases in support of this idea, which cases have never been disputed; they are settled law.
Bacon and Anne.

1st case was where a man was banished the realm, but the wife was permitted to stay, and to hold her land, and that she had none due the coercion of her husband, and there was her marital rights affected by her contract. It is said in this case the banished man is "legally married," but this is not so, for she can't marry so long as he lives.

2nd case was where a person abjured the realm which is a kind of personal renunciation for he never can return again. How in this case the wife of such a person may contract and her contracts will hold, as in the former case. So also he said the wife of a alienating may contract on the same ground. Again the wife of a man banished if it be for 7 years only may bring herself to his contracts.

Now all these cases being so small hardly unconnected, but in the next lecture I will notice the distichic cases.

lecture 8 August 22, 1864

I will now consider the cases which he said determine that the great question viz., that a wife living on a tenant's maintenance case can...
cannot bind herself. I will first notice the leading case on this subject, which I contend was decided partly on different grounds from those which I think govern in all cases of this kind. The case was this. The wife contracted to live separately and during the time of separate maintenance, she gave a bond and afterwards married Baron Bentzig. This bond was then put to suit ag. her and her new husband and the court decided that they were bound to pay the bond. But I said this case has since been overruled by a variety of decisions. Now I agree that it is overruled in the last decision on this subject, provided the court in this case of the bond, found the decision on the ground of separate maintenance and it states they did rest on this ground.

But I contend if the decision was founded on the covenant to live separately, which is the proper ground, then I say this decision has not been overruled. This covenant to live separately is the proper ground of decision, for it follows in such cases that
Baron and Sons

The husband had announced all right to her

husband, neither was the under any coercion
of the husband.

I will now consider those cases which it
is contended on, although this case in Burnford
respecting the land.

The 1st case is in 2 Bl. R. 1077 Hatcher v. Bathel
the wife in this case married and the fraud
considered, the plaintiff admitted it, but replied
that he had eloped, and that case arose, as
required to, and the court, said the explanation
was insufficient. Now in this case the
husband had never abandoned this right to
the person of his wife, for he had a right to
reclaim her at any time. In this case does not
oppose the Baron. For here there was no con-
commit to live separately.

The next case is in 2 Bl. R. 1195 Llewellyn.
In this case there was a voluntary separation
voluntary maintenance. But there was no consent
which would prevent him from reclaiming his wife.
He could not be bound to this temporary separation
at any time. So this case is not opposed to the Baron.
The next case is in 8 T. R. 466. In this case, the wife was living with her husband, and was brought by the plaintiff to the court. The court held that she was not a defendant, and that her husband had left her. The court said the replication was ill. Now there was no covenant in this case; therefore the suit opposed to the Baron.

The next case is in 5 T. R. 679. This case is similar to the last in this respect, for there was no articles of separation. There was a suit pending for a divorce before the ecclesiastical court, and she had a temporary marriage allowed her during the business. She was married, and filed a statement, and the above facts were given in evidence by way of replication. It said these facts were not sufficient to make her liable.

The next case is in 6 T. R. 664. This was a case where the wife separated from her husband, and carried on a trade. She made a will and died, and a suit was brought against her executor, but it said eff could not recover. Hence there was no covenant in this case.

The last case is in 8 T. R. and in
In this case I admit from the reasoning of the court, that they intended to overthrow the Baron’s case. Yet I contend this decision independent of opinion is not opposed to the Baron’s case. If this decision is founded on the ground of separate maintenance, the Baron’s case is overthrown. But it is on the ground of a common interest to live separately than that can be overthrown. How I conceive separate maintenance has nothing to do with the question, because all the effect of it is to free the husband from his liability for the contract.

In this last can in 84. P.L. I conceive the husband had a right to reclaim his wife at any time, for it was like a term at will, both parties may put an end to it at any time.

The court, however, in this case decided on ground of separate maintenance, and contended that the Baron’s case was overthrown. But I conceive we are at liberty to settle this question in this country as we please.

There is one exception to the rule that she can make no contracts during coverture,
By joining in a suit on common recovery with her husband to convey her own lands. This she can do and the contract will be binding and this is the only mode she can convey her land. There is however a Stat. of June 7th which renders null and void all conveyances made by husband and husband for delivery of 21 years but for no longer continuance. We have no such law in England. In the U.S. later we have no such mode of conveyance as by suit and common recovery. But here the wife may convey her lands by joining with her husband in the common mode of conveyance.

If the wife suffers a suit in her own name, the husband never disaffirms or objects to it and dies, it will bind the wife. And if she dies he can never avoid it only for the purpose of obtaining his curtesy.

Now it may be asked if a wife cannot make a conveyance of her lands to conveyance after her husband's interest in them has ceased? I answer that she could not, it not for two maxims of common law viz. that a freehold
while can't be made to commence in future but must commence instant in 2nd by that every remainder must be created at the same time that particular estate is upon which is limited. But here the particular estate was created at the time of marriage.

But I am of opinion that such a conveyance might be made in count for homesteads are done away by statute.

Suppose the wife should have land come to her by deed, devise or descent how can the husband disprove it? i.e. prevent her from taking it as settled that he can when goes to her by deed, but there is no statute which says he can disprove it when it comes by devise or descent. But the same reason exists in these cases as those does in case of deed, which is that it may affect his right, for he may be obliged to pay taxes which he may think exceeds the value of the land.

A wife can execute a power without her husband, this power may either be a naked one or be coupled with an interest.
naked power — that is, any bona fide authority given to her to dispose of lands or personal property. She can divest away such land in her own name without her husband, and if to an authority to dispose of them to whom she pleases, she may sell them to her husband.

In what lands are devised to her to sell, this is a mere vested authority. For she has no interest in it; it makes no difference whether this power was given to her before or after marriage.

But I understand she has not a naked power, but a legal title or interest; or, when J. strikes his will and gives his lands to his wife to sell, this being coupled with an interest cannot be a good conveyance by her without her husband? This point has been disputed, to determine if it let us see why the husband is not joined. It is because he disposes of the contract. In this case has the husband any interest in the lands, has he the unconjecture? Certainly not. Some Elementary"
Sir, I proposed to say how it ought not and quoted
his name as author. The truth is, in this case he
was of opinion that he ought, but the three
other judges were opposed to him. Hayman
does this in a different point, but says it down as
a proposition that he has no interest in joining,
but it may be a disadvantage to him and con-
quently concludes that it is not necessary for
him to join.

Power of the husband to convey away the
real property of the wife.

Now all the husband can convey alone of
his wife's real property is the interest which he
has in it, and nothing more with effects. Not
even if the form of the conveyance is in
simple.

So that on his death the wife may enter the
land for her estate was all the interest the
husband had in her real property.

But if the joint in the conveyance is not
true here. If an estate is conveyed to husband
and wife during coverture and he records it,
the wife does not bind her at all for after
her death she may agree or disagree to it as
she pleases.
to if a husband and wife join in a conveyance that she is not obliged to make said he dies, it will return to her. This is not however void, it is only voidable, as she may make it valid by her agreement or by her own act. A mere form agreement will be evidence to make it valid. In this case the title is not void and the joint agreement does not make a new one. Early 349.

If she accepts, she affirms the lease.

It is laid down but I do not understand it, that she is entitled to the remainders of rent, provided during the life time of the husband. If the husband was alive it would belong to him, and if after his death she is entitled to the remainders, it is I think on the principle of the jure succedendi.

If a lease is made by husband and wife, rendering rent now if she agrees to the lease after her husband's death, she must pay the rent. So an acceptance of rent implies an agreement.

Suppose a woman was lessor for years, and marries, and at time of marriage she owed rent, now this remains her debt and she must
Baron and Dame
he said with his hand and But suppose to
accuse during a trial and some of it ro a
Treasury expenses due at the death of the husband, in
this cause. Husband's Executor must pay it.

Husband's cannot release a contract made by his wife and a third person before mar
riage to take effect after her death. So if G
should contract with B that if she will marry C
and should violate this he could give D the sum E I could release E from this con
tract, because he has no interest in it.

A wife may suffer a loss the estate by the
negligence of her husband. Suppose an estate
is given to the wife to remain for provided
certain conditions are fulfilled: now if hus-
band fail to fulfill these conditions the estate
is lost to the wife.

But where this condition is owned by law, and not by the parties, the wife shall
not be prejudiced by the husband's neg-
lect. E.g. neglecting to take the oath of fa-
alty.
In what cases the Husband must join his
wife in a suit.
In all those cases in which the cause of action would survive to the wife, the husband must join her in the suit.

In all those cases due beforelonetidheud and the husband committed to her lands by any covenant, she must be joined with her husband in a suit, and the same might be said respecting any injury done to her freehold, her person, or her reputation, and that whether the injury was done before or after marriage, or they will survive to her.

Injuries done to her person or reputation we have already considered, the notice for gauds which the husband may sue alone.

The reason for joining the wife in these cases is this, that whatever the husband recovers in these cases is personal estate and if he obtains it, it belongs absolutely to him—but as they are all choses in action, if he does not reduce them to possession during his life they survive to the wife; and if he should sue and obtain a judgment in his own name, and then die it would survive to his husband, whereas it would not go to his wife and by joining her it
obtaining a joint judgment it with.

The law it sometimes objected by

Elementary writers that if a bond was given
to a wife before coverture the husband may
not a love to it. Only this position which is

often be all authorities is advanced I know

not.

There is a case in 3 Co. 468 and briefly
36 which are cited to support the position,
but in these cases we find that the bond
was actually given the wife during coverture.

Case in 4 Co. 424 is also quoted to show the
same thing. All that this case proves is that
when the property of the wife was joined
below coverture, and converted after coverture,
the husband may maintain further alone for
it and this is undoubtedly correct, for as there
has been no conversion of the property at the
time of the marriage, it existed in the hus-
band. But it is there said that the husband
might at his election have joined the wife.

Lass 616 is also cited. This shows that in debts
due to the wife, before coverture the wife
must be joined with the husband and that the debts, which survive to the wife, husbands death, the either may or may not be joined. But in the last case, the Chancellor lays down a position which I have already expressed my opinion upon, and which I understand not to be law that if a legacy is given to the wife before or after coverture, it will survive to another wife after her death of the husband.

It is said that the reason why a wife can not sue alone in that coverture is a disqualification. But it seems that it is not an absolute disqualification, as she were not in existence in her coverture, where she was absent in coverture for an injury done to her personal property, before coverture, can only be pleaded in abatement. But was the utterly disqualification is that she had no right, which the law in any manner acknowledges coverture might be pleaded in bar of action as in abatement.

This is a strong case for as it respects the personal property, which by the marriage vested
in the husband, the cause of action could not survive to the wife. It was admitted in this case that should the wife succeed, the husband might join with the wife, bring a suit of assumpsit, and reverse the judgment so as to avoid the judgment as to costs, but the observed that did not conclude the present question.

Again he said that the wife cannot alone, because the said heir husband make not one person in law. The wife and husband are even the husband would not bring an action without joining his wife in any case; it requires at least one person to constitute a party.

I take the substantial reason why a cause cannot run alone to be, that the child must not be vexed with a suit by a person who should the child succeed would not be liable to refund costs, and a time suit would not, for the has no separate property.

When a debt accrues to the wife during coverture, as if a mortgage on land is given to her
The husband may bring an action alone upon it, or may, at his election, join the wife to also if an express promise is made to the wife. 2 Dallen 114.

In debtors' assay, it was brought by the husband and wife for work done by the wife, and the court held it would not lie, but the husband should have brought the action alone.

Judge Beere does not see why it would not lie, as well as in case of an express promise made to the wife. But the court in that case distinguished it from the case of an express promise admitting that in the latter case the wife may join with the husband, but they say that the benefit of the wife alone will not survive to her. The same might have been said had an express promise been made to pay her, and since indeed this reason would be an equal duplication of position in all cases where the cause of action does not survive to the wife, it is difficult to perceive any reason I think why we should consider that case to be law.

In what cases the husband has an election.
either to bring an action in his own name, or to join his wife.

A husband can never join the wife in a suit unless she has in some way been concerned in the cause of it. It would seem from the principles that in those cases in which it is not necessary to join the wife, she might as well be excluded, by a personal plea, as that she should not be joined. But this is not so.

It may be laid down as a general rule, that in all cases where the wife, or her people, has been the victim or cause of action, the husband has suffered no special damage from such cause, the wife may be joined with the husband in an action for that cause.

It is evident this rule comprehends those cases in which the wife must be joined, as well as those in which she may or may not be joined. But whenever the reason or property of the wife was the victorious cause of action, and that cause has occasioned no special damages to the husband, then the hus-

band may, at his election either join or not join, provided the cause of action would not
survives to him after his death.

It has already been observed what their causes are and what conclusions arise from an inquiry of the wife during the courses in the case, and for the reasons of her
hand, injurious to the testator in reality.

So, if the property of the wife is invested before
separation and converted afterwards as husband
may join the wife in no action to it.

The reason given for this is, that by
bringing an action against the testator that the property is in himself, and here in
replevin and denial for the property of the wife
taken before conversion it is said that the wife
cannot join with the husband, for the bringing
of the latter action is an assurance that the
property is in the testator, but if it is in the testator
part of it can be in the wife, for it has all
vested in the husband.

Suppose in those cases where the husband
has his election, either to join or not join his wife, he
does actually join her and obtains judgment and
then dies, what will become of the judgment?
The Engt. there is no doubt but that it will
turn to the wife, as the principle of the
may exist as an intent. It may be now doubted,
I have no doubt but that it may be collected
the name of the wife, but the question is whether
the wife will hold it as trustee for the represen-
tative of the husband. I think not for I
am of opinion that it must be considered an
voluntary grant by the husband to the wife.
I see no reason why he should have joined
his wife since he might just as well have
paid alone, unless it was to make a gift of
the judgment to her on his death.

In laying down the general rule respecting
the cases in which the husband may at
his election join the wife, there was no except-
tion as to these cases in which there is from
the cause of action a special damage to the
husband. These cases of special damage
are actions for good faith or consortium a-
mind and other in goods.
These actions have already been considered. They are the sole actions of the husband, and the cause is no other matter except as to the special consequential damage the husband has suffered and the wife cannot win.

Next consider the husband and wife as deft in an action i.e. if in what cases they must be sued jointly, and the rule is that if the action would survive against her they must be joined.

If a husband and wife have both been beaten by a person, they cannot join and bring an action for it. The reason is that the beating of the husband is no damage to the wife, but if certain damages are recovered for beating the wife, and certain for beating the husband, he may release the damages as to himself, and take judgment on the part of the wife.

If the husband and wife join in committing a battery, I suppose they cannot be joined in a suit brought against them for it, as it has already been observed that in torts committed
by the wife or the husband's presence or connivance, he alone should be liable for them.

But from what Judge Reeves said I must think a smaller sum of them in most cases would not suffice judicial to the declaration, for says he, suppose there are said for a retail and it should be proved on trial that the husband was not guilty and that the husband was alone guilty, how will it now hold that it could not be deemed against her in such case.

Power of the wife to act for.

Judge Reeves believes that a married woman may devise away her own property as well as any other person at common law. Indeed the very word in their as to infringe on his marital rights.

Just here we will consider the judicial incapacity of authority as a point of doctrine for here. There is nothing in marriage that incapacitates for the husband and an understanding and according attestament of an inexcusable, she is punishable in crimes. again.
by a certain conveyance she may give away her real property, of course she has a wife.

But it said that it is impolitic to allow her to desire, for she may be under coercion, but the same may be objected to other conveyances of hers which are allowed.

It is said that in other conveyances she is examined, whether as cohibe freely. But when she goes into court, she will certainly go there with an intention to convey and she will invariably answer in the affirmative.

But further why should his consent be necessary, where in right of his is in danger. But it said that this doctrine will render a deed by her alone good, which is certainly against law. But I have observed that the reason of the being incapacitated depends upon her marriage in the true law, which does not exist in this country. Surely she ought to be able to
towards those who have done every thing to promote the happiness and in fact make her property.

Secondly, we will consider the subject on legal grounds.

The authority say she can with her her hands clause devise because her personal property. This indeed seems to apply that with a wife and husband she cannot devise his property, and it is thought that it must be remembered that this concerns his personal property and not hers.

It ought to be remarked that anciently it was rare for wives to enjoy separate property. Accordingly it is said by the ancient writers generally, that a wife shall not give by will for which would be to devise the husband's property. But the same authorities say that she may devise her rights and renunciations after debts paid for they are her property.

So that when she had property it appears she might devise it. To also where the husband formerly endowed the wife for action vesting the property she might devise alone.

Sundries her two down the same.
position, that when she had property she might devise. It is laid down likewise that a wife shall not devise to her husband, for the interest to consider—clearly then, it implies that she may devise to others.

When personal property is given to a wife for her sole and separate use, she may devise it. 3d. 10. 14.

It is said a man may not deviser to his youngest son; it plainly implies he may to any other. This custom is confined to particular places. Since in the indeed, a wife had no real property; but till the reign of Henry 3rd, however small a male could devise even that. So that it is clear that whenever married women have property, they may devise it independent of Statutes. But it is said whose of them? only have given effect to the devise of the wife. But there seems no objection in opposition to the law, for the moment the Stat. had source if they derived from considering the wife as valid, and purely com. law in ancient to that law.

But to pursue the argument in another
Baron and Feme

point of view. There are exceptions to this rule, and according to the circumstances and the desires of the party, the court would decide accordingly. If it is clear that there is a necessity or a disability to decide, if these principles are correct we should say a wife as an executor might decide for the property, and this on examination seems to be the law.

But then asked why can't we find in some land of the law that a woman may derive real property that a husband could derive real property and this has permitted it or has permitted married women from deriving it? The truth is, previous to the feudal system, among the French a wife might derive real property, for they had adopted the law of the Romans, and this was permitted amongst them.

And further, when the conqueror left to some particular districts, their customs, so we find it is the custom in some particular districts in women to derive real property, which shows that this was law before throughout the country.
Barnard Home
I will next consider here for marrying in a revocation of a will made by the wife before marriage.

To said in the books, that a marriage is a revocation of any will which the wife may have made before marriage.

I agree that in many cases it is a revocation, or rather that it prevents the wife from having the intended operation.

So if a woman should will away her personal property in hope to and then marry, this would revoke the will for there is no property for it to work upon, being because by the marriage it absolutely becomes the husband.

I conceive that it will revoke the will when by operation of law the property would have gone to another i.e. when it would have gone to the husband. So that if she had divided away her
Dear Son and Sons,

real property, of which would be involved by the marriage.

But if the husband fights away her share or action, then marry and did before they were included, by the husband. I conceive the wife would be good for the law did not rest then in the husband till they were admitted.

wife separate property.

This property may be given to the wife both real and personal, to the sole and separate use of the husband, and no interest whatever.

This property may be given to her either by devise or deed, and also before or after marriage.

It may be given to husband for the separate use of the wife, and her husband have no interest in it nor control over it; for the money dispose of it as she please.

Namely it was the custom to give this property to husband, but of late to give to the wife directly.

It has been made a question whether husbands were not necessary to prevent husbands from taking it, but by now little did
that they are not necessary, for the husband is considered as trustee for his wife...

There are no technical words necessary to create this fiduciary position for the wife, any words which evidence the party's meaning are sufficient.

If the wife advances her own separate property to redeem her husband's mortgaged land, how if she takes a receipt for the property? She will be considered as mortgaging her equity in the husband's land, and the heirs will be entitled to pay her the money before they can get the land.

so if the land, her husband's property for any use whatever, and take a note, bond or receipt for it, she will be considered as contradictor of the husband and can collect from him after his death, whereas, if she takes no note or bond so for it; in that case she is supposed to have advanced this money for family purposes.
An agreement entered into between husband and wife respecting their separate property that it shall be paid over to the husband and can be enforced in a court of law.

There is one case which seems not to be decided in principle in this country in which the separate property did pass out of interest in the husband's name, and the husband died. Now this has been considered in a recent case to the husband and of course I suppose his Executor will have it.

It is not perfectly settled whether a wife can convey her separate real property without joining with her husband, supposing the property to be in her husband's hands, but it is clearly settled that she may compel her husband to convey it.

It is also clearly settled that she may take possession of her personal separate property without joining with her husband.

If the husbandolute to her separate estate she may be liable for them.

She may in some cases sue by her husband's name.
Bacon and Taine

And in case of a separate maintenance if he neglects to pay her she may sue her husband in equity in her own name.

Settlement made by a minor on the eve of marriage.

Now it is a general rule that a minor may rescind his contracts. But in this case of settlement they are binding in Chancery and this settlement may be considered an incident to the marriage settlement, which a minor is capable of making.

It is to be remarked however that they are not of course binding in a court of Chancery will enquire into it, and if he has made an improvident bargain, they will not bind him.

As to a jointure made to a minor, this is also good unless it evidently appears he has made an improvident and unreasonable one.

Marriage settlement made upon the
Bacon and Prime

wife at the time of marriage.

It is settled that no man can make a voluntary settlement to another man, which will be good against creditors, it is void as against them, and it is immaterial whether they are prior or subsequent creditors. The only question is whether the grantor was indebted at the time of making the settlement—no matter whether there is any hand in or not in the conveyance.

But these marriage settlements go on very different grounds, for there is a valuable consideration here, and it will be good against creditors. However this settlement must not be extravagant or unreasonable.

It is also limited in its operation for he can settle it only on his wife and her issue. He cannot limit it to his wife and issue, but to his collateral relations—for after the wife is dead, creditors may take it.
Marriage settlements made after marriage, as a general rule, are not good as against creditors. But if it was made in pursuance of an agreement entered into between husband and wife before marriage, it is as good as if it were made before marriage.

It is also good where the wife has received and a large portion of property from some relation, unless there was a sufficient settlement made before.

To also such settlement after marriage is good where there is property of the wife in the hands of trustees, and the trustees refuse to give it up unless the husband will make a settlement on the wife.

Marriage settlements made after marriage, are generally grants and not good as against creditors, except in the three cases just mentioned.
Bacon and Scowe

If a settlement of real property is made on articles to live separately, she can only have the use of it, but if it is given to her sole and separate use to her property absolutely.

Settlement made on articles to live separately. But suppose notwithstanding this the wife becomes a pauper in this case, the husband is still liable to maintain her. There are still some doubts as to this principle.

The husband takes a mortgage to himself and his wife. How what becomes of the interest when the husband is dead? Why in the principle of the inheritance, it survives to the wife. The right of the wife however must yield to judgment.

Would it survive to the wife where there is no jin accrescendi? I think it would, in a voluntary grant to the wife.
Baron and Page

If a married woman joins with her husband in mortgaging her own estate, is it a bad mortgage and she is liable to the husband.

Suppose husband and wife should covenant to convey her lands, would she be bound by this covenant? It seems she would not for nothing short of a conveyance will bind her.

There are different opinions on this subject.

The court however we have decided that such a covenant is binding upon her.

If a wife mortgages her own lands, to accommodate her husband—now in his lifetime she shall have recourse to his personal estate, for the purpose of redeeming, and her claim will come before his heirs and after his creditors.

However if it can be proved by parole testimony that she never intended any mortgage—she then succeeding her husband this will prevent her from losing her homestead property to redeem.
Baron and Time

So also the case would be the same if she
should mortgage her own land to secure that
of her husband.

Settlement of the Wife.

The wife by the marriage gains the husband's
place of settlement. If the husband has no
place of settlement, the wife gains none by
marriage, and if she becomes an expense, she
must be maintained at the place of her maiden
settlement.

It has been a disputed question whether if
the husband has no settlement and should run
away from his wife, she could come to her maiden
settlement. I conceive she may, says the judge.

A marriage before the statute of 26 Geo. II. cele-
bated by a person not qualified to marry was
sufficient one to gain a settlement. It was now
by that Stat.

I think the law as it stood before that
Stat. in our law in Connecticut, and a long
established custom together as man and wife is proof
that they were legally married.

In court I think a wife may give a set
statement by Commandery i.e. by living at a place
6 years with her husband.

Testimony of Husband and Wife.

It is a general rule that husband and wife cannot
be witnesses for or against each other. This exclu-
sion of testimony extends to no other relations;
the influence which near relations may be suppo-
sed to have on their minds may effect their credit
but does not render them incompetent to testify, be
Handkerchief
or against each other.

The reason for not permitting husband and
wife to testify, for or against each other, is not on
account of their connection of their interests, but to avoid
the disagreeable consequences
which might result from it in the interruption
of domestic good-will. Hence if the parties all agree
to admit them, while the court will not prevent
them. At the same time, the confession of a
husband himself is more convincing than any
other testimony, and there is no objection to the
admission of it.

There are some exceptions to this rule. In England a wife or husband is allowed to testify against the opposite party in case of prosecution for high treason. This case is so important that they say private must give way to public good.

Again, it is laid down by Elementary writers very commonly, that when the husband is prosecuted for a battery or other injury done to the wife, she cannot be a witness, whilst at the same time all the cases I have seen are the other way. In the famous case of Lord Audley, the wife was admitted to testify, and I have seen no case contrary to this decision.

Rights of defense between husband and wife. The husband may justify a battery, even abattery committed in defense of his wife, as the privileges of the wife as it respects the husband are the same. The just meaning of this rule is that the husband has a right to do the same in defense of his wife, that she might have
Thus when a man found another attempting to commit a rape upon his wife and instantly killed him, he was justified for the wife might have done it herself had she possessed the power. But when a man found another in the act of adultery with his wife and killed him, he was held manslaughter in the same not withstanding the enormous provocation, and the reason was the wife herself might not have killed the adulterer. Those cases sufficiently explain the principles upon which all similar cases depend.

The wife is allowed one process ag. the husband and also the husband ag. the wife, and that is when one would compel the other to provide security for good behaviour. In this case the wife is authorized to swear that she is afraid of her life, or some great bodily harm, and the husband is admitted to make the same ag. his wife.

It follows from the principles already laid down that a husband may make a good devoi
Barren. 3
To his wife. But it was for a long time, made a
question whether he could make a good denu
307-308. The cause was his to her, but his fellow that
he can.

Celebration of Marriages.
All well regulated governments require that
the contract between the lover to marry, should
be duly and solemnly celebrated. And until
there has been a celebration of the marriage,
there is not in point of law, any husband just
enjoyed of any marital rights, nor a wife that
is entitled to any of the privileges of a wife.
Again, no right to the house or property
of B, neither would B, on the death of A, be
entitled to A's property or any other advantages
to A's estate.

Previous to the reformation the business
of celebrating marriages had fallen into the
hands of the clergy, under the idea that mar-
riage was a sacrament, the managing of which
exclusively belonged to the beatiaries.
At the Reformation, the doctrine that
marriage was a sacrament was considered as
not well founded. However, the clergy of the church of England continued as efficient, as ever in the celebration of marriages. That is, their task would not do it by virtue of their clerical character, as they preached the gospel and administered the sacrament. But being authorized in this practice sanctioned by constant usage, it was considered as the common law of the land, and a marriage could be duly celebrated only by those who were infra vicario clericus. Thus it continued till the establishment of the commonwealth in 1689, when an act of Parliament was made declaring that marriages should be before a justice of peace.

The restoration of Henry's government under the reign of Charles 2. The clergy were restored to the office of celebrating marriages, and by the 126 Geo. I. it was enacted that all marriages had contrary to the requirements of this Stat. were absolutely void, to all intents and purposes.

By the Stat. regulating marriages in Connecticut, no person can be joined in marriage unless their
Saxon and Sane.

intention of proceeding therein shall have been published in some public meeting on the Sab- 
bath, or on some Fast, Thanksgiving or Lecture 
day in the town or parish where the parties, 
or either of them, ordinarily reside, and in 
place thereof such intention shall have been pla-
ced up and stood in public view, or some do-
or in front of the meeting house, eight days pre-
vious to the marriage.

All the ministers and justices of the peace 
are authorized to join persons in the counties 
where they reside. Some councils and judges of the 
Upper and Lower Parish have power to marry within the 
State. But none of these persons shall unite in 
marrriage but they shall have been published 
in the proper manner above directed, and unless he is 
certified of the consent of the Parent or Guar-
dians, if any, that he ma in the marriage: if 
they are under the control of parents or Guar-
dians, in the same form of signing for every such person in 
the sum of twenty dollars, one moiety to the
Baron Peel.

party among the other in the State.

The Statute expressly prohibits all persons from celebrating marriages.

In question have arisen respecting which there seems to be much difference of opinion viz., whether a marriage celebrated by a person not qualified by law, is void, and the issue of such marriage bastard.

It is not certain but that the law on celebrating is liable to punishment for non-observance of the Statute, i.e., if a clergyman should celebrate a marriage in a different county from that in which he is settled, he would be liable to a prosecution. But would the marriage be void?

I would remark that being a clergyman gives him no authority in a county in which he is not a settled minister. He has no better right to marry out of his county than a layman would.

There can be no doubt that the existing words of the Statute have rendered marriages invalid not celebrated as the Statute directs.
Became and Sone.

But I apprehend that by provision of the com-
mon law marriages celebrated by persons not-
qualified or in a manner by law forbidden
are valid. The conduct of the parties con-
cerned has rendered them obnoxious to the pen-
alties of the law; but such irregular conduct
is not a ground for impeaching the validity
of a marriage.

While the civil wars during the reign of
Charles nothing can be found on this subject,
for unlike that time I had not been informed
that any person but one in holy orders could
celebrate a marriage. The mode of studding
was in the presbyterian in various ordinations
consti-
tution. After this period and before the statute
1676, several cases may be found which will
give light on this subject. During the common-
wealth the power of celebrating marriages
was given to justices of the peace, and they
were the only officers whom the laws recognized.
as professing authority to marry, yet during the existence of this law it was determined that a marriage contracted by one or both under the not a justice of the peace was void.

After the restoration the power of celebrating marriages was committed exclusively to the church of England, and yet we had the court of King's Bench issuing a prohibition to the Church courts, because the validity of a marriage bad in the face of a separate congregation was questioned in said court.

So too we had that a marriage by a preacher in a separate congregation, who was a layman, was recognized as valid, but on the death of the husband, the wife and children were entitled to their distribution shares of his property, but had the marriage been a nullity, no such distribution would have been made, as the children would have been bastards.

Also we found that such a husband's religious views were to be set aside in view of a debt due to his brother man.
Baron and dome

riage that had the marriage been invalid. The law would not have enabled that the
franciscan husband should have joined in an
ah in with his pretender wife.

again we find that a marriage by a popish
bistra was held valid, and that in the strongest
which case. It was, that a man had been
married by a Popish priest, who by law had no
authority to marry, and the person so mar-
ned, during the life of his wife married again.

This matter was brought before the Ecclesiastical
court, and the second marriage was dissolved
upon the principle that the first marriage was
void, after the marriage was dissolved the
husband was proceeded in the common course of
criminal jurisdiction in bigamy was convi-
cuted. It seems to me incapable of the
that the common law did not consider a mar-
nage celebrated irregularly as void, and
only it would be very inconvenient after
certainly unjust to an innocent family to hold
such marriages as held in a country like
ours, where many marriages are celebrated in a
manner different from that prescribed by law,
and this is not done from a vitriolic spirit
in opposition to law, but arises from conscientious
complexions, honorable indeed, but honest.

I trace nothing in our statute law or
the Declaration of the Declaration not that if 76 Geo. III that a
marriage, in any other way than that
shall be void
shall be void
shall be void
shall be void
shall be void
shall be void
shall be void
shall be void
considered by the law, it is void.
that if a marriage be blot
without public announcement or consent of knowl-
that marriage would be void. But the statute
expressly forbids it. The clergyman is magistrate
to celebrate a marriage unless then require-
tions are complied with. If the prohibition
in the one case invalidates the marriage void why
Baron and Baroness: Is it in the other? The clergyman is a magistrate, and as much forbidden to marry when there is no Marriage Act consent of parents as they are not clergyman or magistrate in any case.

I know it has been said that in one case there is a penalty of sixpence, and in the other there is none. I do not perceive the force of this reasoning. Forby punishment can never legalize the offence committed, unless we suppose the object of the law was to gain the clergyman the alternative either to marry without punishment or to pay the penalty. But that was not the design of the law. The manifest intention was to prevent the offence, and in case it was committed to punish it. But suppose the punishment of the offence would legalize the marriage celebrated without punishment or consent, the reference to scripture would be, that a marriage celebrated by a person not qualified would be valid. For the there is no penalty.
offered by the Nat to the offence of cohabit- ing marriage by persons not qualified, yet
condemned to a fine is a wickedness at
tour too and punishable as such.

Age at which marriage may be contracted.

The age when persons are able to contract
marriage is not fixed; for men, in the male
twelve years. Persons may wish to marry at
tany age, but the validity of the marriage de-

pends upon the agreement of the two parties.

The parties must respect it when they arrive
at the age which qualifies them to marry.

As long as the privilege of disagreeing to
the marriage continues, it also remains with
the other one of greater age. Thus if the male
is twelve years of age and the female but-
teen, the male is presumed to annul the mar-
riage by disagreement, i.e. the female shall have
enjoy the age of 12 years, i.e. A female may
disagree to the marriage when she arrives
at 12 and the male may do it at the same
time.

A wife cannot be induced unless she is
nine years of age at her husband's death, due
to her ignorance or why she can be induced at
that tender age is a very singular one.

A wife when her husband is over 14 years
of age has a child it is bastard. I have never
heard of any marriage at this state when
the parties had not married at the age of
thirteen years. I think it probable that
such premature marriages would never rec-
move any sand in from our roads.

Think they would be used as against
sound polity and contra many more.
Of unlawful marriages, divorces, &c.

From the 31st. of March 1884, we are to learn who may intermarry. That what is called that no abominations, God's law of health, shall impede any marriage. This amounts to a declaration that a marriage between cousins or nearly related as to be within the degree of kindred, prohibited by the moral law, is void.

All marriages forbidden by the law of God are void; but the law does not specify what marriages are by that law forbidden, so that we must resort to the adjudication of courts to know what the construction of the law respecting marriages forbidden by the law of God has been.

Yet where there has been a lawful contract to marry, and one of the parties refusing to perform, marries another person. The party to the prior contract being it has been determined that such a marriage is invalid and new ones
with respect to a wife

1. When a man marries a wife having her own husband living, he is not married to another wife, and the first marriage remaining, such second marriage is void.

2. Imbecility makes a marriage void.

In case of a marriage when there is a former marriage surviving, the second marriage is considered absolutely void under the law if there is not a marriage in the latter one not husband and wife de facto and need not evidence to dissolve the former one.

But in case of such contract or imbecility, the husband and considered as husband and wife de facto, that makes the marriage void at which.

As to relative ships, which are according to the technical degreee, it may be inferred from a great variety of decisions that all marriages by persons related in the ascending or descending line are void.

The prohibition respecting collateral relations does not extend beyond the third
degree, consisting by the rule of the civil law, of course a man cannot marry his niece, or
nephew's children, but first cousins may marry, being related in the fourth degree. Rela-
tionship by affinity is considered within the
licitous prohibitions, as much as that by
consanguinity.

The husband is related to all the blood
relations of the wife, and the wife to the blood
relations of the husband.

But the blood relations of the husband are
not related to the blood relations of the wife.
Hence John and Jane Peter may marry Bet-
sey and Susan Rowe. If J. Peter should mar-
ry, Polly Camp and Sally Peter his sister
should marry Tom Stoker, and John and Sally
should die. Tom Stoker and Polly might in
themselves, or in other words, the a man may
not marry his wife's sister, yet he may mar-
ry his wife's brother's wife.

I apprehend that this contract is not now
considered as rendering a marriage null.
Bede and Rome

The validity which multires a marriage 

b such as existed previous to the marriage &
not just is may have been occasioned after
weds by accident or insincerity.

The parties in all cases of illegal marriage
may receive a certificate of divorce by mat-
triamonic in the spiritual court, and in such
court the marriage is declared void at sight,
and the same are bastard.

Should there have occurred that it has
been determined that an marriage with an ille-
gitimate relation within the prohibited degrees
is void. This determination is nothing but to
the principles of the civil law, which does not
require recognition of a relation of an illegitimate
Know or except the direct descendants of the ille-
gitimate.

Divorce a privato matrimonio are granted
by act of Parliament.

The spiritual court has power to grant Divor-
ces on a number of those for inhuman causes.
The operator to separate husband and wife, but does not dissolve the marriage. After such divorce, neither of the parties can marry whilst the other is living, nor does it deprive the husband of his marital rights, nor affects the property of his wife.

She is entitled to the unfruit of her real estate and is a legacy, and is entitled to her own. But when in such circumstances he has attempted to dispose of a term for years in right of his wife, the court of equity will prevent him by an injunction.

The causes for which divorce can occur if there are granted, are adultery, cruelty, and well grounded fear of bodily harm. In all cases of divorce a remedy is there, though not bastardized, and the spiritual court is vested with power to compel the husband to allow his wife a maintenance called her alimony, and to recover this she can maintain an action against her husband.

Parties are sometimes divorced, even when
Bacon and Vane.

The law respecting divorce is curious. In every different system from the English. The husband must be charged with felony to divorce for some cause viz. fraudulent contract, adultery, or willful absence for three years with total neglect of conjugal duties, or four years' absence without any. In the last case it has been held that a divorce is not necessary to entitle the party to marry again, the absent party to such one being considered as dead.

A singular case once occurred in this State upon this last clause - a man had been absent and unheard of seven years; his wife deserted; and he afterwards returned and applied to the Legislature for a divorce. Their decision was curious, they left to the choice of the wife which husband she would take.
and for those the same holding.

The construction of the term fraudulent contract has by a decision of the late court of Errors (now abolished) been confined to the single case of concealment of insolvency, which is not mentioned in one that are cause of divorce. The practice of the Superior court before this decision was very different from this. True indeed they granted divorce for insolvency on the ground of fraud, but they also granted divorces where the fraud was such that it would vitiate any other contracts.

Certainly if nothing more were meant by the term fraudulent contracts than insolvency it was a very awkward expression to convey that precise and finite idea affixed to the term insolvency. If the legislature meant the same by fraudulent contract as the term ordinarily imports, I think the provision of the statute not unreasonable.

It seems hardly consistent with justice that contracts which respect ordinary
matter should be treated as laid, whether the most important of all engagements should be deemed irrevocable, when obtained by cheat and injustice. When a woman by foul fraud gets her neighbor's property, with hisเทาเทา, the contract is not only void, but it makes the transaction illegal.

The common sense of mankind would accept the idea, that where a man by the same deteriorable fraud obtains the person and property of an amiable woman, the law should protect and give the same effect to the contract as of nothing unfair had been practiced.

The truth is that a contract which is obtained by fraud is insufficient of law to contract; the fraud blot out of existence whatever semblance of contract there might have been. A marriage procured without contract can never be declared valid. There is no more reason for sanctioning a marriage procured by fraud than one procured by force and violence. The consent is totally wanting in
The justice, as well as in the latter case, is the view of the law.

The true point of light in which this ought to be viewed is, I apprehend, that the marriage was void at inception. But still, it is necessary to have a divorce by the court, since the marriage has been celebrated, that all concerned may be apprised that such marriage has no effect, and in whom this presumption stands contracts unfairly obtained void.

All the property interest that is created in the minds of consummated men of the illegality of separating husband and wife is dispelled if this view of the subject is correct, for they never were husband and wife consent, an essential ingredient to the contract was wanting.

The case of adultery which furnishes grounds for a divorce in the adultery known to the common law as understood in the Spiritual courts in England, is, when a married
Said it and none

know has in fact a woman with any other
place whether married or not. This is dif-
ferent from another kind of adultery from
which by one that will whipping, burn-
ing in the public with the能否 to,
and the wearing of a halter about their
neck or some garments whilst they continue
in their state. This has sometimes been on the
Connecticut adultery and can be committed
only by or with a married person.

When a divorce takes place for this
offence (a offence the wife in the innocent
party says the husband the wife since the
death of her husband entitled to her power
of the husband was the family family.

With respect to these years adultery
offence, it has been determined that if a man
should turn his wife out of doors, and so abuse
her that she cannot safely live with him.
and she departs from him, this is a suit.
absence on the part of the husband.

In all cases in which the line court can divide the divorce is a division of property, and in no case is the issue bastardised. The children belong to the husband but they cannot be taken from the wife while they are seven years of age.

The court when they divorce on account of the fault of the husband, hath a right to appropriate to the wife as her estate absolutely and forever, a part of the husband's estate exceeding one third, whether it is real or personal.

When personal property is assigned by making out a Schedule of the property so-called, and deeming that it shall belong to the wife - the devise vests the property indecently in the wife.

If the estate of the husband consists of money so that there can be no otherwise the court ascertain the
amount of property in the best manner they can, and then declare that the husband lay
the wife such a sum, and on failure lay
him under a penalty, which is recoverable
in the common law court, without any
liability to be charged by a suit at law.

If sufficient personal property is not
to be found, and the husband has real
estate, the court apian some particular
piece or pieces of land to her by metes
and bounds, and such assignment costs
a fair sample of such lands to the wife,
and it is to be remarked that the wife's
right to dower on the death of the hus-
band, however, she is divorced is not af-
ected by this assignment of property to her at
the time of the divorce.

This assignment of property is made to
her for her support during the life of the husband.
Dote is absolutely given her by that
marriage within the second degrees are
prohibited by our statute and considered absolutely void, and the law was altogether without the intervention of any divorce of the parents, since divorce in fact case is never had. The statute having by express terms rendered it impossible that persons standing in such relation should cohabit, marriage, and having made the act of attempting to marry, or having carnal knowledge of each other subject to severe punishment.

These cases of prohibition that are removed by one statute - a man may marry his wife's brother, or their daughter, or his wife's sister's daughter, i.e., a niece by affinity. These two were omitted in 1750 and 1798. The case of a man being prohibited to marry his wife's sister was omitted.

When no any other cause of divorce than that already mentioned exists, application may be made to the legislature and it is an uncommon thing for them to grant a divorce for
Bacon and Samson

sultry and with grounded fear of bodily harm.

The legislature divorce a married matrimonial
as a means of divorcement, as they judge it proper. They also when they deem it proper allow the wife a divorced.
Addenda.

1st. After morting, the kind of distribution on question arose, whether the husband must distribute unto the issue of him or the Administrator was obliged to do. To settle this question, the 2nd of Geo. 2d, ch. 29 last, 1, was enacted.

2. An annuity granted to the parents, the means, and during the children's absence, no child of the issue belonging to the husband, not as defunct, so to annuities before you, where he is entitled to them, only as Administrator by the common law, but by Stat. 18 Geo. 3, such annuities given absolutely to them.

3d. In a case 2. 2d. a question is made whether the Executor of a husband is entitled to the children of his wife on the death of the husband who had lived on his wife's estate, if it was determined that they belonged to the wife. The distinction I apprehend is this, when an interest is vested in a joinder, it bears on the

some share as a tenancy of the choses of the
Bacon's Code

wife by the husband for any other Bequeathment not a jointure or annuity will not
for the wife of herself, but write to create as a
her or any other choses.

2. The wife's holograph of a lease, for years unnamed
in a lease of husband and wife, no right to this,
not from the lease.

20. The husband has the same portion over leases
in trust for the benefit of the wife, with
expressed to be for her husband's use, as leases the
rents granted to be paid to the profits arising
from the use left the house to be let or sold and for a portion
of her maintenance or of the wife after his death.

In case of the wife's death before her husband, the
husband's heirs take as her tenant for herself,
his heirs and assigns the rents and quit rent.

To make all let out and took hands into other
matters and climes; the question was whether the
husband must hold this estate as administrator or
Aaron and Rome

He had his share, as in his own sight as husband, and it was adjudged that he slept such sleep, and died. And as husband, and went not to

rejoicing in the same. There can be no doubt in that.

There are cases in which a different doctrine

is held in.

Cases cited in margin from the by Pop. are au-

thorities to force that a husband's lease for a
certain number of years to commence immediately
on his death of a term of years belonging to his wife is valid.

4. Some lease for twenty years survives, the

husband leaves the farm of ten years and dies;
and that before the expiration of the ten years,
the executor of the deceased has the rent for the
residue of the ten years, and the wife for the
residue of the term.

In Exod. 257 there is no authority which

proves that an act in a promise to a wife is
Barren St. Ives.

Keg by her so much for her services can be more a

stained in her name and to her hurt and S. it is

manifest that she has no possible interest in the

thing promised for it belonged to her husband;

she might have brought the action in his name

above.

2. The husband may in an action for a battery

so himself in the first declaration demand dam-

ages for a battery on his wife's good person -

claim against:

1. If wife be guilty of a heinous riot or other

offence, with fine that be not to devide on the

husband.

2. The debts of the wife contracted while she

are discharged by bankruptcy of the husband

and in case of his death will not survive ag.

here.

3. In this case when it married

to a person who has a large personal estate, the
after and left a Grandchild a Sufferer, as under
considered it I must maintain the
Grandchild. The case is not analogous to the
guarantors that the hurt and is not analogous
to the duties of the wife after the birth as
its own end.

7. If an action is brought against a husband
and wife for a battery by either and the
husband is found guilty, and the wife
guilty, the court must be 
prohibited.

14. In 6 mo 191 it an authority declared that if to
woman who sleeps with another husband and has
been by force to her own, is receivable again by
the husband, then shall have done and he is
table for her contract for no partition.

1© Salement of property upon a wife by will of
ower of habitation does not affect the rights of
Baron v. Jones

The husband in no case can take his own remedy on the part of the wife or husband of maintaining the husband.

That control should have the direction respecting maintenance is inapplicable and seemed to be unanswerable by all lawyers and judges as well as the parties. The 1st in all cases of separation where the separation rested upon an agreement then courts of equity had the power of directing a separate maintenance. But late decisions have rendered this doctrine questionable.

2. When separate property has been reserved for the wife by a written provision to marriage, if such wife elects from her husband and even lives in a state of adultery yet upon a suit in equity by the wife for a specific performance it would be decreed against the husband.

3. In certain cases in 5 mo. 22 is an authority to prove that a husband after an agreement between himself and his wife to live separate he cannot compel her to inhabit with him. The court held such contract to be binding upon both until they had dispelled it by agreeing to live together.
4th In Justice Reports p8 there is an authority which
proves that a deed by a husband in which he
agreed to allow his wife a separate maintenance
was confirmed by a decree of court,
so if husband gives a bond before marriage he
have his interest with a certain sum of the re-
moved there it was declared in chapter 6th paid
before the debt to
the people made by a wife of her separate es-
teate as at her disposal.

At 2.9 and 18 70.79 there is an authority to show
that property devised to a spouse may be held as
her separate property, the intention of the
voluntary being fairly understood taking the whole
hold together, in the it was no where in the will
declared to be his intention.

1st A term covert who with husband devises a term
of her lands with warranty in title or the covert
nests of warranty. The deed of a term covert is

Baron and Farm

1st. All the cases of contract where the husband is permitted to join the wife when he might have paid above an easer of express furniss to the holder, we find it said in the 25th 251 that the law will not simply a preventive to the wife

2nd. In the 25th 251 there is an authority which proves that the agreement of a wife to buy a tone of her land was by itself decided against her after the death of her husband.

1st. Leave to Baron. Husband and wife. The husband demand and receive the wife of the house by conveying the lands. She will be liable for the estate committed by the husband. Clear of the entertain the hope of convey the way.

2nd. All the cases of contract where the husband is permitted to join the wife when he might have paid above an easer of express furniss to the holder, we find it said in the 25th 251 that the law will not simply a preventive to the wife.
all the her faculties are the inseparable part of the
right of action and in such case the husband
must sue alone. I read 1561 to an authority to
prove that an annuity is recoverable for work done
by the wife, the husband cannot join the wife.

2. In the case of Bright v. Liddell in the
1st term 1565, the judges differ respecting the question
whether the wife could be joined in an action of trespass to
quiet possession, fight on the wife's land. The decision of the question depends upon
the nature of the injury, if the
trespass affected the inheritance by doing damage
to the house, destroying the trees or placing
the soil, the right to be joined, in such cases
the action will survive to the wife on the husband's
death, but if the injury was to the entailments,
it would not be necessary to join the wife, in
such cases of action would not survive to
her, yet her husband, being the mandamus cust
of action, the husband has election to join her
or not.

3. In Lee v. Jac. 71 we find it said by the court in
Barth and Farm

one when a promise was made to a sure word in consideration that she would cure such a wound to pay fine to 10. That if the Baroness this rich curd of art would receive to the wife. This is analogous to some modern cases where a legacy was given to the wife during the countenance and yet retired, and the baroness, the right to receive it devolves to the wife. It is difficult to discern the benefits in which such devises are founded, but these can be no question but that the husband may own without his wife and recover all the share of the wife which accrued during coverture. And in the principal case the husband was conclusively entitled to the income of the wife.

It is true that by the Custom of the court it is said that the husband has children to whom there is an express tenure to the wife, the husband may join the wife, but no part case do not because the wife has the smallest in effect thereto.

4. In the Ex. 377 there is a case of an estate of reversion granted to Baron and tenure and
To the couple, the Baron and The Baron, brought an action in their own names against the heir to recover damages for not repairing the house, according to the conditions in his will. It was objected that the suit ought to be brought in the name of both Baron and Jane as both held on estate under, but the court held that it was well brought. The words of the court are, the objection being personal, the damages only it might be brought in his name only. The judge said that the suit is well brought is correct, but not for the reason given. The truth is an estate is given to the wife, it is not an estate for life as the heir takes and wife with remainder in fee to the heir of the Baron, and accordingly to the court known rule his wife's case where an estate is given to her for life, and the terms his heirs are taxed, it is a fee simple in fee, the word heirs being a description of the quantity of the estate given of course in this case the husband took the whole estate in fee and the wife took nothing, so that the suit could not have been brought in his
Booth and Hale

having to do with this.

1. If the wife of a joint tenant, 
says he

2. If some court may decide the lands to her husband, when it is in the custom of the

then another ran in Booth 96, 96. that

3. And there ran in Booth 96, 96. that

4. At a case in sitterby, where the husband had committed that she should have power to devise her real part, &c. 

2. In a case in sitterby, where the husband had committed that she should have power to devise her real part, &c.
But it was held that such devise was void by 19. This is the usual reason incapability of devising real property, and that the husband could not remove the disability created by that. Many authorities were produced to show that the husband's agreement had rendered the will of wife valid. The court observed that all the cases were of wife of personal property and so that there could be no doubt but that an husband could give his wife power to devise personal property, but not real because the Statute forbid it. This must be conclusive that the common law never created any disability in a wife to devise, any more than in any other person: for if it did, the will of the husband could no more remove a disability created by law, law than one created by statute.

But husband promises his wife that if she will sell her lands, and let him have the money,
Baron and Dame

he will leave her $5,000.00 that amounted she told the
most Exercitory promise is not binding upon the
husband, yet if the husband then to give a
bonds to a third person in trust for his wife in
performance of such promise, such is not fraud-
ulant against creditors.

2. A gift to the wife as dedication certain number is
good.

3. An agreement by husband and wife previous
marriage is not extinguished by the marriage.

4. According to Black Republic of House and Hen-
billing, it was held by the court that marriage
was a contract and of a will of real property
made by the wife, whilst Bill and Gold appear
to be the same case, it is stated that Andrews
considered marriage by a person a countermand
of her will, but other Judges hold indeed
that the will was void, but it was because
of the time of writing it she was incapable of
disposing real property by reason of the Act
of Henry 8.

5. A settlement made by a woman before mar-
image of her estate to her separation without the knowledge of her husband will not bar the suit.

1st. A wife is a wife for life and still a child to her husband. 2nd. A wife cannot be married for a second time without her husband's consent. 3d. As it has been frequently said by judges that the information in Pa. and by some that her wife was a good wife and informer also against him in personal abuse are not true yet I am not able to find aught decisive in point against that doctrine, for in the case of Pa. where this has been tried they were not cases of desertion but to the wife. The doctrine in the cases has been confounded by the way in which, and in large part, the husband's consent was used to lay information. In information against the husband, for harrassment, violence by him to her.
4. In The estates the office of Executor 200 it is said that when the wife has died one to her, she cannot by making an Executor deprive her husband of the benefit that might accrue to him by being Administrator, but that for otherwise of goods which she holds as Executive, for no benefit could be rendered to him in that case, for they go to the next of kin of the wife's testator; it seems to me that the foundation of this doctrine expressed in the first clause is very questionable, for the husband's right secured by that is no other than the right of a free residuary legatee after debts are paid, if there is no will it certainly is not a marital right at any law.

1. Whether a marriage regularly solemnized, which was obtained by decep of the name was ever or not has been the subject of very discor-
1st. When alimony is given to a divorced wife, it does not affect creditors, but the husband is personally liable.

2. When there is a divorce for the cause of adultery, it is only a divorce a mensa et thoro and neither the rights of the husband or wife, as it respects property, except only such as is acquired by the personal services of the wife are affected by it, and the wife shall be
Bacon and Fane

...entitled to her dower.

By local law it was in a case of separation and all the consequences of such divorce to the place except that she is not bastardly...the wife being the innocent party to such an action.

3. In Eng. it is better held that a case of a divorce is in cases where a marriage which proceeds upon the ground that there never had been a lawful marriage, if the husband was indebted to the wife before marriage, after the divorce he is held a debtor, and all the property which was acquired with her belongs to the wife—yet if the husband has been by the husband and conveyed bona fide to others, the rights of the third persons are not affected.

4. A wife divorced a cessa of there is not...administration of the husband's estate...a directory thereof...
Parent and Child

The title of Parent and Child includes that of Guardian and Ward.

A minor child or infant is one under the age of 21 years, male or female. The age which precedes this is the age of minority.

The age of 21 is called full age. The person then becomes sui juris capable of acting for himself. In treating this subject I shall first consider the privileges and disabilities of infants.

1. Privileges as to minors or forbidden acts. The person under 9 years of age can be punished for any crime, because cannot commit a crime, but having a will in legal consciousness, and the treason is that which vitiated not merely mens rea but the age of the person incurable for any offence, and in general be liable for all offences that other persons are liable for after that age.
Searched for Child

The persons between 1 and 14, if sometimes cruel in the station period, infants at the age of 1 and under 14 is liable to be punished if a crime is proved to be done against, or the重伤 is
material, is liable as before. The presumption is in the favor of the situation there may be another. If the accused were killed on the question. This is the same, and some may think that the presumption in favor of infants between 1 and 14 years, and 15 years. It will only change the accused. But the distinction is not well appraised.

I conceive generally by Burke Blackstone and others that in some cases infants are privileged and their
domains along these not capital in them above 14
years, even not considered.

I conceive that these are more of our tradition;
the suspicious is not privileged.

Generally infants are not bound to be made
victims of duty - Hence of an infant who is bound
to teach a bridge to infancy, does not he is not liable,
As an infant is prejudged as to sin, so in practice at least, that an infant ought not to be convicted on his conduct without just cause and caution. Judges in these cases are said to be in conspiracy. The judges reach the conclusion to save the child from what is not guilty to be made, the best to become. Judges with that concern judge and go by their own conclusion.

The presumption in favour of an infant under 7 years cannot be substituted in the presumption found on a positive state of law, because the issue is re

But the presumption of guilt may be rebutted for there is a presumption de facto.

Just as it is to the inflicting conditional benefit, sometimes referred to infants, the not knowing their existence not. The issue is if the infant is guilty, but it is stated is essentially punished at some later, infants are within it. The not named but may be punished with it. If of course containing that Lab
will not allow infants to be tried of their crime, nor
by more punishment. This is the true reason of the dis-
 distinction. E.g. Pat. makes an act Felony.

But if the Stat prohibits an act not corporally pun-
ished at common law, and the Stat does not expressly
name infants — they are not liable.

e.g. in the case of forcible entry and detainer. In
these latter cases it is said that the punishment is col-
lateral to the offence i.e. I suppose that corporal
punishment is not incidental to the act—at common
law.

Not bound on their privileges as to torts or civil
injuries.

For torts committed with force an infant of
any age is liable civilly. Upon the question of
guilt or innocence, the age is wholly immaterial. In
perhaps the intention is not regarded. A malicious
intent may aggravate the damages, but don't
affect the issue. On this principle it is that
idiots, lunatics, madmen, &c. are liable civilly
for torts but not criminally.

But this general rule does not hold as to civil wrong
not for a act of fraud — but in order to subject to this action, the words must be actionable, i.e., to also must be malicious. It has been decided that an infant of 17 is liable to an action of fraud. But he is liable under that age if he is doli capacar, and this must be proved — this is of the gist of the action. Is he not liable at 14 and as the case may be, according to the nature of the crimes?

The an infant is liable to be punished as a common cheat, yet be said he is not liable in a civil action for fraud and deceit.

He must be doli capacar, in order to be punished as a common cheat.

Indeed it has been held, that he is liable civil — 905. for such torts only as infraction a kind of violence, or force, as theft, false person &c. which is not laid because he is liable to an action of fraud, and here is no violence. This doctrine is disproved by Didrms Held (6 Jan, 1802) and by to Ryson (Plat R 228). And to Kingon Held states that he would be liable even in indictments
A sum put arising ex debito, as for undermining 15th money.

An action sounding in tort merely cannot be sustained by an infant, unless the liability is the cause of action in fact arises if at all ex contractui. If A's Horse is sold to an infant who abusers him. Then the ground of action is contract.

This is held by Parkes and Kerou that of an infant takes upon himself, to trade and not a, all age. No evidence of infancy can be admitted. Reason given is that if this evidence is admitted, they would take advantage of their own faults, not lose it from. If it were his contract would bind him in such case, and so destroy his utmost privilege. In some cases however, where, with stress a contract to be good, a man on the ground of hand, 15th year es to prevent the effect of his fault. The precise rule is that in a particular class of cases in which these 122 of 179 will then introducible. But this cannot be done when the contract is absolutely void. This would be to make a contract for him.
A child under 14, in relation to contracts, is
the bastards of a miscellaneous nature.

1st. Bastards of a miscellaneous nature.

According to the law of England, the age of discretion
is when a guardian is to be at both male and females 14th Act 4.
In the case of the age is 14 in males, and 12 in
females, but without of any age may be an executor,
and without a more, but this means no more than
that, he may have all the rights of an executor in
point of interest, but cannot act as such. 

But an infant cannot be administ. till 21. Reason is,
no one can be administ. without bond given to faithfull
discharge of his trust. In Eng. an Ex. coat not.

But in Scot. by Act be: so will as administ.
must give bond for faithfull discharge of his trust. Pet 1685
Means therefore that no one can be Ex. in Court under 21, for an infant cannot give bond.
The age of consent to marriage is 16 in males and 12 in females, but if one of the parties is under age, and the other not, either may dissent for no legal object. If not, the 7th day of the 6th month following the 12th day of the 6th month, both must be present or neither.

But a female to whose may be beheaded at any age, and if above nine, according to some, if nine, at his death, entitled to demand

Laws. 2.91. 131

Doubtful at what age an infant may dispose of personal property by will. The generally opinion seems to be that the age is 12 in females and 14 in males, provided the party is found to be of sufficient discretion. 499

This agrees with the rule in the 311, which is long governed in such cases.

Union one first can, the age of 17 is the age for disposing of personal property by will.

Age, ability 78. See. Age is completed on the day preceding the 21st anniversary of one's birth. The first day on which one is born is the day. Suppose a person born on the 1st of Jan. 1700, he would be of age on the 20th day of Dec. on the 21st anniversary, after, and
Suppose person born 29th Feb. in leap year when do he be of age? New Eng. Stat. of Iren. says the 28th shall be accounted one day in base.
on the first remainder of that day as in judgment of law. To any 1444. 1448
proviso he 43 home other than the penalty of
now as to truants. As a general rule that no person under
the age of 21 years can bind himself by contract. Known
in the law as human not declarative sufficient. By the roman
law the age of 16 or 15—this line in most of Europe.

Legally this. The contract of infants are either
void or voidable. But the an infant cannot bind him-
self in a contract, this privilege is for his benefit. It
is since if an infant, and an adult join or one side in a
contract, the adult is bound, the the infant is not. The
privilege is the infant's and does not extend to the adult,
he has nothing of which to complain.

Your doubt contracts with an infant, the former is bound,
not the latter for the same reason infra.

And the same rule obtains in equity as in law;
also changeth will deceive a specific performance e.g., the
adult. But the rule does not hold as to the adult when the
contract on the part of the infant is absolutely void.
for no consideration. But not so as to a revocable contract,
for her is a thing of specific performance, and this

for the contract in considering. But when the contract is

for the infant void - his agreement is a mere nullity.

But it seems that if the infant has received the consider-

ion moving towards himself and then has received

the contract, he cannot be compelled to repay it unless

the consideration be considered as a gift to him.

An adult contracts at his peril, for the doublet

maker of an infant should put him on inquiry, and

be he bound to know, and where there is no fraud, the

rule is undoubtedly correct. I think the objections to

the rule are not well founded. The notion ought not to

be allowed to recover the consideration, for the infant

may have spent the money, and if recovered must

come out of his property, and in that way he might

dispose of all his property. This would be a violation

of his interest.

But the rule that an infant may not bind himself

by contract is only general and not universal, for he

may bind himself by contract for

services, food, lodging, instruction, &c.
Parent and Child

and medicine, &c. a valuable trade.

This exception is founded on a supposed necessity, and is intended to enable an infant to contract as to prevent him from sufferings. If he were not thereby permitted to contract, he would be in a worse situation than other persons. But the privilege was granted for his benefit. But their necessities must be necessary for the infant at the time of contracting. What is necessary for one infant may not be necessary for another.

It is the province of the jury to determine whether the articles were necessary. The question what sort of things are necessary, is a question of law. That which is necessary in legal contemplation is one infant, may not be in another. This depends much on his condition and situation in life. Some instruction is necessary for all infants, but all instruction is not considered necessary, as an education in the University of Cambridge. The education must be suitable to their station in life, and then the Father is bound to provide. It decided in Connecticut in case of situation of Nelson v. Co.
The infant is bound by contract in his own
necessary, as he is bound for those of his wife and children,
for as the law herewith him to make the same, but can
with all but signs marriage, it renders him to make these
necessarily incident.

And the infant who is married to bind during
the necessity to pay the debts of the wife contracted before
marriage—are for his latter her own more in with all her
conveniences. He is not in a capacity to pay his debts damnum sine
therefore he must.

Put that in a general rule that an infant can
bind himself for necessities, yet he cannot bind himself
for them, if he is under the care of a lawful
guardian or master, it is well provided for. If he
is not, then it is as
law that he is not, provided for, as he is not bound.

And from this latter rule it follows that an infant
can bind himself by contract even for necessities only in those
case a 1. When the infant has no parent, guardian or teacher, the may contract.

24. Where the he has a parent, guardian or master, he can elinque in. is out of their reach, as one in England
or here in this country.

24. Where he is under the care of parent, guardian or
master, he is not only provided for.

But in their better sense the infants freedom of doing
what they please it seems - for parents are bound to
maintain their children, and the infants freedom of con-
trading in. The same is intended not to discharge the
parent, but to relieve himself. The count that would
best suit with the government of parents guardi-
n of minors make any contract which shall be void
by the parent or consent. This note I think
do not mean to exclude the infant elinque, or is not
only provided for, and he must be allowed to contract,
or the infant must become a pauper in the house. So in-
stant - a privilege ought not to be taken away by
without implication. I think the infant has the same right to use
the same in a long.
De termino et

To the United States Court of Claims. It is hereby certified that the defendant having on the 23rd day of October, 1874, written the present contract for allowing the present contract to be bound.

The term of the present contract is found by the said contract to be 20 years. The said contract is void, on the ground of an unenforceable contract on the part of the sureties as a guaranty, as it is on the ground of an unenforceable contract. However, it is not to the extent of the agreement, but only to the amount of the fair value of the consideration, that the said contract would be found by the agreement of the parties. If they were not made, the said contract would be found by the agreement of the said parties. Then, that the infant is bound on an unenforceable contract.

How can be made in such way as to make the infant any further himself even for incapacity. The distinction in the United States 1st. It is agreed that an infant cannot bind himself. 2d. And how in any way, however, he can bind the contract.

But by a single bill he may bind himself in any contract instrument under hand and seal, if without a further act, given to the surety liquidated sum. Inc.

As by a negotiable bill, actually negotiated, infant is not bound.
Parent and Child.

By a sale not negotiable.  A sale not negotiable is not legally negotiable as it is bound.

By a bill of exchange not negotiable.  He is bound.  But when actually negotiable he is not bound.

By an account stated.  An account stated is not negotiable.  He cannot bind himself to accept payment.  Of course he is not liable on an indorsement.

An account stated is in adjustment and a balance struck between the parties.

The reasons for these distinctions will now follow.

1. Not bound by personal bond.  Reason said to be that the whole fund may be forfeited.  Said to be to the disadvantage of the surety.

2. Not satisfied.  For relief may be had against the surety.  But the true reason is in a personal bond the consideration is unknown and cannot be examined, except to show illegality.

If therefore he was bound by a personal bond, the plaintiff would be obliged in case of forfeiture to pay the penalty.

From this we draw the conclusion generally that where the consideration is such as is examinable, he is regularly bound.  Hence, not.

2. He may bind himself by a single bill for
8. By a note, negotiable, actually negotiated, he is not bound. Reason, as between the parties, the interest of one party to proceed without inquiry can be made into the consideration whereas in a note, note not negotiable, that inquiry may be made even the "value received" is neglected. Value received does indeed support consideration. If the infant was sold by this note, his privilege would be in danger.

9. By a note, not negotiable, a negotiable note, not negotiated he is bound, for the reason given supra.

10. By a bill of exchange, not negotiated he is bound, for the reason given supra.

The reason is the same as for negotiable notes, and authorities in reparation. But a bill of exchange, a negotiable note, is not.
Great and Child.

In regard to inquiry can be made into the construction
by an account stated to liquidated and signed
by the parties – he is not bound.

In nearly the terms of an account stated were not as implied
and the rule continues, the time was crossed Aug. 67.

Look now in that the terms of an account are for most part:

The cases in the margin exhibit the principle that

The infant is treated for necessities. But in the case of

If you are bound by an action of mandamus a

You to recover the amount of the necessities is in the

The table on the original and the contract. This depends

When the question whether or not the great bond

the simple contract? This being done another question

whether the bond is strictly said oral bond. If it be oral, it

cannot merge the simple contract, and it has no effect. If

to void it, it cannot merge the simple contract. So this to order

the question current of authorities say to void. On

the principle to void the

This question is before an expert may subject

himself on an existing contract, depart on the same question.
Gore and Child. 1

If an infant gives a promise, the same is not enforceable on the original bond contract, for a single word, certainly, is not in the same contract.

The court says one bond is not in the same case, that an English principle of promissory note is not in the same ground as a bond, especially in point of solvency, but our court has determined that a note of an infant is not void, and that the consideration is examinable.

There is much confusion in the books about void and voidable. All you don't know what the law is on this subject.

If the note was void, it does not merge the valid contract, but if it was voidable.

How settled in law! that the note of an infant is strictly void, and a case of a promise after dative must nullify on that, and not on the original contract.

For money, but--an infant can never bind himself by any form of contract unless the money is actually expended for necessaries or himself, and if law he is not liable, unless the money is expended by the father or next of kin.

If a man lends money to furnish goods for an infant, he stands in the place of him who lends.
The difference between money lent to purchase necessaries, and money advanced for an infant in necessaries, is different. Money lent is recoverable as necessaries, but money actually expended for necessaries is considered as necessaries.

In equity, money lent is repayable as necessaries by an infant. The latter may recover the value of the goods bought, or being in the state of the Vendor, he does not of course recover the amount of the money advanced, and so if Vendor himself be only recover the amount of the value of the necessaries.

An infant is not bound for articles to maintain his trade. This must be done by his Guardian. These are not necessaries. Hence if he might make them contracts, he might make almost any contract.

If an infant is the owner of building, he is not bound by contracts for their repairs, not necessaries. But he can sue an infant liable to which I cannot distinguish from this viz. if an infant takes a
Cram of a knowledge or a trade enable a child to live. He cannot endure the hard life and may pass a lifetime of debt for life. But with the capital hire of the country and a decent seed, the annual value of the factories.

On what is not known for instruction or learning, and privilege, because not necessary. The question is to be considered, I doubt whether he would not care to himself by such contract. There greatly altered in this respect. I should wish instruction proper for the infant would be

This is the state that a liberal education is proper for a son of a father of large property. If the infant does not voluntarily which he might be compelled to do either in law or equity, he shall be bound by the transaction. If he does voluntarily what he might be compelled to do at law or equity—If he does voluntarily in equity what he might be compelled in equity, he is bound in equity. So if an infant makes a valid contract.
Parent and Child

as before, he is bound. And the party not where bound, nor binding, as if the infant is a lessor. So if the

jects of dower he is bound: supersedes advantage has been

taken of him. This is the only class of cases in

which infants are bound at law for incapacity.

Infant Debt is bound by a decree in equity as by

a judgment at law, except he is showed what is called

a day in court, to impeach the decree either for fraud

or error. This day is after 6 months.

The law in one in court. Then judgment

appears at law to be carried by the methods of an adult

to enter the judgment.

The infant Debt is much bound by a decree in

court on an infant, as he is in court of law, only

he can prove fraud or gross wrong in his next

friend, proceed any.

The day is must except to those funds in near

friends. Reason is the infant Debt acts voluntarily,

Deft in Equity committed to answer. There in has

helped the that the infant's interest is affected.
Parent and Child, 10

Out of the acts of the infant do not affect his reputation - but take effect in the sense of a person as one without they know them. This authority must be such as he has power to exercise. In an infant, every

indefinite acts, that kind became he does not for himself but for another. Infant cannot only begin

become entitled to duly discharged them. He may act. poner

acts so as that he may build.

When the legal person of a minor has not been

one regularly satisfy those acts done before the act of a minor. A promise of the sale of a real estate in

infant, to the ownership of the promisee. But this does not

hold when the original contract was utterly indestructible. It is only where evidence of the presence of a minor to satisfy the legal

by any thing.

Happen an infant makes an apparent contract - because can satisfy the by any ratification

matter - it was made in its formation. But where an in-

fiant gives a written promise, which is absolutely ratifi-

and a prior contract at the time, a promise after
Draft and Child.

July 10, 1867:

The adult was entitled to the original bond under the act of 1862. Under the act of 1864.

But the latter was based on the act of 1862. The act of 1862 makes it applicable to the present case.

A subsequent bond does not influence consideration. As subsequent bond does not influence this case.

But the action must be brought on the written contract, not on the subsequent bond. Bond for the instrument merges the bond. Bond, and the new bond is not one of the obligations of confirmation of the instrument.

But where a person after the execution

A subsequent bond is consideration of a contract made during infancy, he is bound with the. The new promise extends E.G. known promise to pay the interest of the debt. In a case of infancy, the assistance of the out

The debt is bound to prove. Only proof of a second promise necessary. If the debt is bound to prove.

That he must have it in the infant's only has the power of proof.

If an adult jointly interested with
The infant in a case obtains a removal of it, because he shall be deemed to have acted arteriously for the infant as to a minor, and the infant may obtain his share of it if it be to his beneficial use, not
The precedent is subject to agitation on the old laws.
If an infant is arrested on a cause of action to which his infancy is a good defense, he is not liable to have courts to be discharged on motion but must
hold his privilege.

That contracts made by infants are void, or what merely voidable. Then contracts by which they are not void, are of course void or voidable.
If the contract is strictly void the infant cannot ratify it when he arrives at full age, but he may be beneficial to him and therefore
void. He may not insist to consider his contract as voidable than other.

As to what contracts of infants are void or voidable, it is laid down as a general rule that those contracts of an infant in which there is an apparent
Infant. This is given as a case to illustrate the latter branch of the rule.

But the rule to which the last case cited as an example, seems not to be law, for the case is hardly law. First—it has never been decided that such a lease is void. It is founded merely on opinion.

again—there are certainly very many weighty and authoritative opinions to the contrary as till today. In this fact which is all law. The says leases of Infants (generally) are only voidable. Of the same opinion. There is Locke. again—the authority in case of. Lush and

Simms in Barron says that the leases of infants are only voidable whether void is reserved or not, for he says he may do it, for the purpose of tying his title; and this is the only way in which his lease can come in question. But it is also true that the leases can never avoid the Infants leases on the ground of leases in infancy. This is by no means demonstration that if a contract is absolutely void, or if void it is also void on the other.
Another argument which is not conclusive is that an infant cannot plead as estoppel to his lease, but in some cases an infant cannot have his lease void when his deed is voidly void. I consider therefore that it is safe that an infant's lease is not void.

Another case which is said to come within the latter branch of the rule is that of a feudal bond, which is said to be void, because there is apparent fraud as to legal title of the fealty may work a defeasance.

There are many authorities opinions against this proposition. At any rate it is open to discussion.

1. An infant cannot plead as estoppel to a feudal bond. This is because it is not conclusive, for he cannot thus plead to a power of attorney, that is, it is void except it is one to accept money.

2. It has been decided that it is void.

3. But there is a class of decisions in which, "inconsistent with a feudal bond of an infant being void, it is well settled that if an infant having entered a fiefed bond be cast out because of property.

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to say this debt was obeying, and does that will compel this be held to be bad. Now either these decisions have not been, or his bond bore is not voided. Besides, it's being considered an invalidable will abanon all the hardships which it can by being considered as void, so if there is no benefit to him he may avoid it. But as to the decision in that, they all go on the ground that the bond is only invalidable for if it is void, it is a mere equity; it does not exist, and therefore never can be voided. I think therefore on this side a bond borne of an infant is not void. Yet I believe the prevailing opinion is that it is void, and on the grounds of authority.

These two are the only reasons given in support of the latter part of the rule viz. that contracts of an infant are void as have no benefit or semblance of benefit to him. The first is clearly not law, and the last is not on principle but it probably is on authority. At any rate it is not a general rule, for there is but one case which comes within it,
of course as a general rule it is not law.

Here is however another general rule which with one qualification I take to be the correct one. It is that all gifts grants sales, deeds or obligations made by an infant which do not take effect by manual delivery are void, those which do take effect are voidable only. This is the opinion as drawn by Denham a writer of high authority on contracts and common law-

The court of King's Bench.

by the words taking effect by manual delivery
is meant creating, conveying or passing a right or title

by manual delivery. Ex. if settlement made

by an infant is confirmed by voluntary act of

the infant for paying by manual delivery. A paper

in rebate to evidence the settled is void.

There. Ex. if an infant sells a house on any other

personal decree the delivery of the sale is only

valid out of the fruit of the object money,
without delivery it is void.

So deeds the words take effect to constitute a difference between instruments which convey an interest and those which delegate a more power or authority. The first are only valid, the latter are absolutely void. As a grant in lease made by an infant, or any decree of common appearance known to the new law.

So a power of attorney, executed and delivered by an infant is absolutely void, except a power to accept rental. The infant may treat it as null from the beginning. Thus an infant makes a power of attorney to B to convey or lease her lands. The conveyance is leased to C—C enters—The infant may immediately sue him in trespass, the a power of attorney does not help to main delivery.

This explains the negative branch of the rule. Even in England a power of attorney executed by an infant is set aside in a summary way on another.

A power of attorney to accept rental is not within
Parent and Child.

The rule for the words which take effect be strictly only to give greater relief, deeds, or obligations.

From what has been said it follows that purchases by an infant are only voidable, but contracts by which do not later effect by manual delivery are void when they do. This takes effect, voidable.

In the latter requires a qualification, and with this qualification, I conceive it to be universal.

If, when there is one apparent benefit to be substantial of benefit to the other. In the rule that those contracts of which take effect by manual delivery are only voidable is to be qualified into modified in hand when by the rule that there is to be a benefit in substantial benefit or benefit to him, for that there is to be no apparent disadvantage to him. In, where an infant

A breach made contract with a man, who had sold

him her cause of her treat. To obtain it, he had to

prove her to be completely. He brought an action

to recover damages, and did recover.

This was a sale of a thing which he first

unusual.
February—The court only contemplate the delivery after money payment and this would be very impracticable. The court therefore quashed the bill. There may be many other impossible cases equally hard.

The rule of course is not strictly applicable to simple contracts, so they are not in this instance take effect by delivery. The case of simple contracts either by hand or by writing under feet are not within the rule and are only receivable.

General rule that executory contracts are only receivable in case of a single bill or temorary note for interest.

Simple contracts are receivable not as an exception to the general rule for delivery is not receivable of them.

A bond of submission to arbitration is but receivable this within the general rule.

A contract is void that persons who have an interest in it on the adverse party himself may take advantage of its executability as reason of a former suit or concurrence.

But if only receivable, then no other
Parent and Child.

When the party for whose benefit a sale is made so that the representations can take advantage of, e.g., infant with a house and dinner terms by only
literacy and no power can take advantage of, but the infant has his representations can take ad-

vantage of it, but if not deliberate is absolutely

led, and these ficciens the new party may take advantage of.

The representations have spoken of are those who represent the party whose interest was affected by the contract.

If a voidable conveyance is made of real estate only, the infant and his parties in blood are heirs, can take advantage of it.

His parties in estate as Remains and Remain cannot take advantage of his infancy and some rich instruction.

Any distinction between void and voidable contracts as that the former can never be satisfied, the latter can. A void instrument is as if it had never been executed, and admits of no subsequent satisfaction for nothing to satisfy. This confirmation of
Parent and Child.

A validable contract may be either express or implied. After the infant attains full age, e.g., by implied ratification or infant's acceptance in possession after he attains full age, he thus ratifies it, and becomes liable for the rent even that which accrued during his minority, for he ratified it at initiation.

An express ratification needs no definition, as an express contract.

In general any act of an infant evincing an intent to waive his privilege of infancy, after he comes of age, is an infant act of ratification.

A void contract admits of no confirmation. In infancy, it is as if no one had known the infantality. If infant does take a new lease of the same interest, neither increasing the time nor diminishing the rent, the second lease is void.

Obstruction is in the time or lines at which an infant may avoid his voided contracts, in one way.

If an infant makes a conveyance by force, he cannot avoid it after full age, he must avoid it before.
Parent and Child.

But against this may be done by writ of Error.

Reason is he is not of ability to make such an agreement to be tried by the court — against the will.

12 Co. 68
12 Wend. 247
24 B. 129

It is said that no infant's conveyance by manner of deed, or any manner except of record is available either during his minority or afterwards.

This it seems to us, is not the law, that an infant's settlement can be avoided before he attains majority. I think not there is no settled rule that an agreement of an infant cannot be avoided 6th after he attains full age. For his minority itself is not binding and of course the infant's settlement remains only voidable and may be continued at full age. But a stranger cannot avoid himself of the conveyance. As the rule is the same as to an infant's conveyance by lease and tenancy to an infant maker, a lease for years. This must be the meaning of a rule.
laid down in a similar case by Justice Buller viz that
the infant's hence binds - this means that it binds him
during minority, later of personal property, by an infant
are voidable at any time I suppose.

You consider certain exempt cases in legally not
within these rules but cognizable specifically in an Act
by which part of them. It imposes a sort of discretionary
control over infants and directs their conduct according
to the circumstances of the case andconfers many
contracts which at law are not binding.

The King is the guardian of all infants,
and the authority is delegated to the Lord Chancellor.

He is the paramount guardian of all the
infants in the kingdom, under the King's incognito.

By this is not meant that the Lord Chancellor
may relieve any contracts by infants he knows. For in his
direction it is to override eounds legal discretion and a
Discover his fraud legal discretion, he must consult
the precedents.

Marriage settlement agreements made by infants.
with the consent of parents or guardians are in most cases binding on them.

Reason why these are enforced in England is because 1834, 6: 4250

The are auxiliary, in conformity to the individual contract and marriage.

But yet it surely follows how far a Chancellor may

proceed in his discretion. To go in when there is no

enforce them contracts or not. However, they are

touched by precedents, and some cases are settled.

I concluded that the interest of a female infant in a

money portion is bound by a marriage settlement

agreement made before marriage. No difference whether

the wife's interest is in her lifetime, or depending on future

contingencies. It is well settled that by such agreements in re

one

undoes with consent of parents or guardians a female

infant may be freed from by accepting a jointure made

before marriage, expressly in lieu of dowry, and even this the

settlement in of personal estate.

But some doubt in the books

whether a male infant may bind his real estate.
Parent and Child.

And it is not decided. It has been decided that a male infant's care for the first was found by such agreement with consent. And this is real property, by real estate or property in the state is meant probably in state's inheritance.

Held by the court, that if a female infant, child, or infant, in the care of a guardian, and is considered of a competent estate, to convey her inheritance to her husband, that will execute the agreement.

This case had hardly any, for great cases, where the court will do it, viz., where the settlement of the husband is an ample.

As regards consideration, and the wife leaves it so.

And Thorne says the real estate is not bound unless the hand of settlement, and after his death, takes satisfaction of it, and that the court should not go into an ending restricting the competence of the settlement. He is of opinion it seems that a subsequent satisfaction after the wife becomes incompetent is necessary, too.
One point is clear, that a female infant is not bound by such a contract respecting her real estate made before marriage, or made after, the weight to accord to such a contract, 13th, 1744, 3d, 1745, 8th, 1746, 6th, 1747.

It is clear, also, that if a male infant on marriage with an adult, covenants that his estate that he disposed of in certain uses, he is bound by it, for such a contract does not affect his own interest.

But let us consider the agreement made by an infant on marriage settlement to convey her or his real estate, will ever be enforced, unless it be fair and reasonable, and upon adequate consideration.

If an infant capable of making a will bequeath the personal property for the payment of his debts, how is he bound in equity to pay them. This is so clearly founded on natural equity, for if he can order money to be paid to an intelligent person, he surely can direct it to be paid to his creditor. Indeed all goods received as a legacy to the creditor to the amount of their debts. So during his infancy, it is impossible for him to ratify a contract, it must be by way of legacy.

Infants contracts may be ratified at law after.
Fdamage done by injured parties in equity is contract made by another for an infant may be summarily, as well as to reply, satisfied by him after full age. E.g. lease of lands belonging to 6 children for 40 years by their mother. They received the rent for a long time after they had attained full age. But 449, 450 the rent was considered as an implied ratification of the lease.

What powers an infant is capable of exercising.

By the word power here is meant an authority delegated by one to another.

General rule that an infant cannot exercise a general power over real estate. A general power is a discretionary power, and that he cannot exercise, because the infant is not supposed to have discretion.

But an infant may execute a naked or special power over any estate. By a naked or special power is

designed a power to be exercised in the manner marked out by the authority. Here no discretion is necessary, for it is more convenient to conduct gifts having no interest which can be affected.

But an infant cannot execute a power over his own subtenance, because it may work to his disadvantage. Such a power is void.
Deed and Will.

And to obtain that there is no precedent either in law or equity if a person being executed by an infant over real estate. This is incorrect and amounts to no more than the case just cited, viz. that he cannot execute a general power. This is reported in cases who are not generally than at this.

It seems from the rules given that an infant, at least, cannot execute a power over real estate to the extent of its if it does not amount to a general power over real estate.

This I take to be the true general rule.

And an infant may execute even a general power over personal property, and the his own interest is to be affected, provided he is of sufficient age to bequeath his interest by will, either of a general power over personal property if not of age to bequeath it.

And when an infant being leuant for life with power to make a settlement on his intended wife, executed in favour of the tenant, to settle a certain part of the land on his wife for life, the co-tenant was taken in Equity.

This is not inconsistent.
Parent and Child.

With the rule that an infant cannot come into a power over his real estate, but does affect his own interest in his estate only for life, and this cannot be affected by a disposition which is not to take effect till after his death.

What offices an infant may hold. An infant may

(As a general rule) hold a ministerial office the execution of which requires only skill and diligence, but

can never hold a judicial office. E.g. He may hold the office of Bailiff, foater, sewer &c. These only require skill and diligence in their execution.

But with regard to ministerial offices, an infant may hold them, even tho' he cannot execute them in person, because he may execute them by deputy. These deputies must be appointed with great caution, by guardian or Lord Chancellor.

And hence it is that all how many ministerial offices may be settled to one out his heirs. These offices are considered as property and as transmissible.
Parent and Child.

I understand that no infant can hold an office except it can be executed by deputy, this is the objection for this is the reason always given in the books, and hence if it cannot be exercised by deputy, he cannot hold it even less the the office is ministerial.

But an infant cannot hold the office of an attorney, because he has not discretion to take the oath of office, and he cannot exercise it by deputy, and it requires discretion.

One can an infant in any case be a juror, and not take the oath, but I think a juror absolutely requires discretion, and this is the reason.

An infant of any age may be an executor, tho he cannot act till 17 years old.

But as the law allows infants to execute certain offices, it generally binds him by his own official acts, of course is liable for breaches of his official duty. The infant's privilege must give to legal authority.

An infant色彩 is liable to an escape, liable if the escape is an execution.
Charles Parent and Child

Now for an infant is affected by the non-performance of conditions annexed to his share of an estate. These conditions are of two kinds, express and implied.

by which conditions infants are bound like adults. As of an infant holds an estate to which he is expressly entitled, or where in a forfeiture it appears he forfeits the estate by non-performance.

The person who created the estate had a right to impose conditions on the infant that he cannot avoid. Since an infant is less than an adult, the estate goes out of his hands on the grounds that the condition shall be fulfilled.

But said to be an exception to this rule when the condition imposed is specially distinct from the rest of the estate. In such case, the infant is not bound to pay the penalty. There is an obvious reason for this distinction, for if he were bound by the penalty, the infant might be ruined by it. If he were bound by a penalty to any extent, he might be treated to this extent. In this former case, he cannot lose more than he receives, and of course no injury can happen to the
infant. The newly-wed in this case a woman best advised to submit to the law, will not require it.

To be subscribed, authorized, then may be printed either by means of a by them, at 1898 the knowledge of
obtaining the case in this paper, under circumstances of
obtained here. The same for three reasons. First, and most
important, in such cases will depend on what is right.

The rule is that by the lower courts of limited views,
relations at law are enforced to be bound by the
decisions of the same. The officers of the
police will certainly in their management.

And by the same rule of conduct, in which the
law, is not bound to either any visitation. The infant
is still bound. If infant before for the action it for the
reason, that, in the condition is not bound in the same
situation. If it is not correct admissions.

other circumstances it, and is not a condition to
be in. But the power of action, the laws of the common
sense, giving supremacy against the claims to recover
compensation, in breach of contract. The power to
recovery by itself in order to set a ground of its
Infants are deemed to be adults by Act of March 3, 1833.

Infants, unless they are clearly provided for in general, are to be treated as infants.

Acts of limitations are in the nature of conditions owner to a right.

And if an Esque? A widow or trustee, for an infant, does not come within the time prescribed by the Statute (be having been to one) the infant is barred by the Statute.

And this is the case even if there is an exception in favor of the infant. This rule must not to be
cases in which the Goods do have right to sue in his own name. The rule holds both in Equity and at Law.
But where the infant himself is the party to bring suit, he is not bound to show there is an exception to the known of infants. Not of limitations in this case does not run ag. the infant. So if an infant on the death of his father or deceased, have the right of limitations about an infant who is of a legacy as given to an infant.

To the former rule, in an action on a note of hand, a husband neglects to sue for 17 years, the infant is bound by the Statute of limitations and is barred. The infant remedy, in that case is ag. the Executor.

In what manner infant are to sue and be sued. I have already treated of the rights which infants may acquire, and of the duties which they owe, as set by their emancipation of the power of directing their rights and enforcing those duties.

As infant is to sue.
always of age by his Guardian or Possessor,
the Council of Law by Attorney for he cannot appear
\textit{vni.} And if an infant without Guardian etc. Deu. 21:1.301
may plead to his discretion. If it does not appear in the text that he appears by Guardian etc.
but according to the common law an infant &c. Deu. 21:1.400
appears by his Guardian only, but now the State is 15:2 West; Palm 3:301
able infants to sue by their next friend, or in certain cases viz. of necessity.

The cases in which infants may sue under these States
are four.
1. An infant may sue by his next-friend Matt. 18:2
   Deut. 25:6
2. Where the suit is to be brought against the Guardian.
   Deut. 25:6
3. Where the suit is to be brought as a stranger.
   Deut. 25:6
   The Guardian must consent or the infant cannot sue at all at all.
4. An infant may sue by next-friend when
   he has no Guardian.

Thus an infant may sue by next-friend when the law
Deut. 25:6
Parent and Child

In all other cases than those infants must appear by Guardian.

Some opinions hold that an infant may always appear by next friend or guardian at his election. This I think is incorrect, for so Guardian would have no control over his acts.

An action is to be brought by husband and wife, the long an infant, she need not appear by Guardian, but may appear by attorney named by the husband.

When an infant dies by Guardian the latter indebted for debts. So of most friends when the judgment is against infant and execution will lie as Guardian. He is answerable to give security for them, and he is liable to an attachment in non-payment.

According to some opinions, the infant is answerable for costs, and debt may at his election proceed as other. But this rule laid down by Pulteney has been decided on in enforcing, by it being said that there was an opinion that an infant is answerable for costs in law on equity.

This seems on principle the better.
opinion, the guardian has sole control over the

An infant at common law is not liable for wrongs
for pecuniary reasons not liable for advancement, but
who are a substitute for the common conveyance.

But an infant self-declares liable for costs incurred if
not to proceed to a legal judge. He is a fault and to
Guardian is paid into court and in order not to the

According to the English practice when an infant
by guardian or next friend, the guardian must
be admitted by the court before whom the suit is brought
be by a writ out of the suit that the infant may not he

In a suit when suit is brought by guardian, court
have power required into his qualifications to transact,
be pronounced as dismissed by the court. But if by suit
- being, it is to be admitted by the court, but a valid execution
must be sufficiently. That it has since been decided. But that an action de bonavis is not sufficient. But that there
must be an actual wrong done.

Any person of any age being a party, can commence a suit. It is an intent-court friendly and even without
his consent for he brings it at his own peril as if
which, even the court may discharge him.

The consent of the suit is not necessary. My
This is not meant that he may prosecute for his
debt is discharged by the court.

And if an infant and an adult are both parties, the
suit of the latter may be heard by attorney appointed by
the other, but the bond of the suit is
sued by the court.

But if two infants are not joint and the other adult
is sued, he cannot appoint an attorney or by
himself. If it must always be heard by guardian
that the suit is heard in the presence of the
interests paid.

And if a minor like bread, men alone he may defend
by attorney, because such persons in right of another,
but this does not give him any greater protection.
What is the effect of an infant committing a crime without the knowledge and consent of its guardian? The Act of 1828 states that an infant under 14 years of age cannot be held criminally responsible.

Infants are to be ruled.

An infant of 10 years or more, who is not capable of managing his own affairs, is considered an infant.

If an infant has a guardian, the court must appoint an assistant guardian. If an infant has no guardian, the court must appoint a guardian.

But if the infant has a guardian in the most cases, the court can appoint one of the infant's friends to be a substitute guardian.

The guardian has power to act on behalf of the infant in civil matters.

The guardian is not liable for any losses incurred.

The guardian is to act in the best interests of the infant.

The guardian is to report to the court at least once a year.
Unclear due to handwritten script.
and the infant clearly is not liable.

White of damages were generally paid. Judgment is then rendered against the infant only, the third is sub-
stantially and there had been several distinct judgments.

And in respect it has been felt that where adults and infants are sold together, it being apparent
the question not being cited) the judgment against
them is erroneous against the infant only, that the infant
damages were entire. Reasonable costs to each is
liable to the whole and reasonable attorney's fees
as the case requires.

In many of our states it is an adult person in law, 236,128.
their wrongs are to be ascribed to the infant party. Because
their interests are distinct. I ascribe the nature of
common experience.

Here for the law regards infant as entire
on sale. Infants in courts of law are not to be
many how
benevolent to or is open. They are not of consider-
ment in many cases in which seriously they were
not. The looking of an action while it no instance but
General rules.

- Great autocracy.

- End of the estate having occurred, the next sphere of the estate is either a year or a day after the injury than it is uncertain, it may be written.

- Infant is under 21 year may when it's told the birth, the estate is to the heir lineal active.

- They take by devise as the law now is.

- A kind of contingency.

- Upon the question are devolved. It cannot at all

- Must such hold to later by done, as well as used?
They take upon the right of distribution.

As a rule, the laws provide for the care and education of the children and shall have living at his death, Posthumus has little children.

To whom a bond is given of such children (at whose own request) against what lies in favour in the behalf of such children.

Issue. Sect. 18. Char. 7. may have a testamentary provision in a will acted by the father of them, will.

They be in care, Intermittent, and the people of their own power, they shall be intercontinued.

If any person saith to the unborn child of a wife, if born a male, they take officially.

Of the relative rights and duties of Parents' children. The enquiry into the birth involves it.
The term "child" is used in various contexts to denote offspring, whether conceptual or actual. The concept can be further explored in the context of "justified" and "unjustified" children.

In this regard, the legislature is different when compared to laws regarding the status of children.

What then is the relationship between justified and unjustified children?

A justified child is defined to be one born in lawful wedlock, or within a reasonable time afterwards. This is not always the case, but it is not true as some argue that every child born out of wedlock is legitimate. The term "justified" is used in this context.

An unjustified child is defined to be one begotten in lawful wedlock by two individuals not married, but having been known to be in lawful wedlock.

The definition also highlights the importance of traces of legitimate children in the minds of fathers, but the exact number of such children is not known.

The definition also notes that children, whether begotten or not, have a certain status. A justified child, for example, may have a certain status, but the status of an unjustified child must be determined by law.

This concept is further explained in the context of "legitimate" and "illegitimate" children. The definition of these terms is essential in understanding the legal status of children.
written, or within a considerable time afterwards.

The above definition of a legitimate birth amounts
only to this, that if a child is born during lawful
cohabitation, the presumption is that he is legitimate.

Presumption is very strong.

But the actual birth of illegitimacy
was admitted in such a case, that a concealment
of legitimacy was preferable, and this fact could be inferred from two ways: 1st. By proving incompatibility
of name to the wife by the husband. 2nd. By
proving his infidelity.

But much occult was had.

For probability was sufficient.

1. Generally no other proof of non-cohab was needed
with that of husband's absence or separation
before the time of cohabitation to the birth.

2. If within the term not probable.

Hence if the husband had been absent for any
length of time, and his wife friends had a child at
any time, however soon after his return, the child
would have been legitimate children not being
indicted. But after a number of years beyond
that of 10 years beyond

Be. Should I not marry a woman who should
be indicted the next day? The child could have been
legitimate.

...in the matter. In every thing... to...

...be confirmed. Being then by count of age.

...is to face the age of adolescence in the
age under 14 recommending both at the age of 21 to the
least.

The evidence is that at 14, under three years of age,
3 to have all the protecting of legislation, it marks
them in the serious cases. There have been societies in France
and their old habits are restored in England.

Conception may be tested by other evidence than
that of absence extrinsic. The question is left to the jury
when the medical evidence of the case and they
may have no doubt that the human...
A indenture may also be made by other bondsman giving the consent of age, by husbands, &c. of health, &c. 1842.

The father or father-in-law is often the most active of the following than what amounts to an applicant in the majority.

Lastly, if the evidence shows that of which he took indenture is unanswerable, it then exigent money to the nature of this instrument to settle it and charge

The father or father-in-law is often the most active of the majority.

The grant to know that in probity, only an interest

The issue of a marriage which is made a matter of dispute.

Underwriters to in case of a total demise for some time during before the marriage and rendering it invalid.

But the legality of a marriage not absolutely and can be ordered to question only during the lives of the parties. Legitimate. Your consent to bestow. If after the birth of either of the parents, being your own son in blood.
by a subsequent intercourse of the parents before being
by the law and by our own.
no interest or if a widow a long ago received
the usual course of gestation by
of his true born bastards, that born within a commence
great time after marriage.
which is the "indictment time" mentioned in the foregoing
of cases, the law does not actually contain or within
what time after birth a child is to be treated
be legitimate, according to some of science, nine lunar
months and ten days are the usual time of gestation in the
allowing 30 days in a month = 270 days on averaging
months of the year about 275 days, allowing
be about 40 weeks = 280 days. Who says 9.32 months
a 18 months, are the ultimate as for Post limit, that
average nine to nine months, reared to the usual time.
It is agreed that the usual time may be proportioned as above
but varies the various races.
The rule is that a child born within the usual
months of gestation contributing from his death to legal
estimate is presumed to be if born during wedlock.
Event and Child of

[Handwritten text not clearly legible]
By the constitution of your he was never taken down
of his place and is generally seen in various parts
by the time of his consent to his own sick.
but he never gave a reason by representation or the
abolition of being the child of 3 little boys and in
several times. He was of a contagious and non-contagious
and in the abductor. Whether by the strength of
time he might have and be often with even in
hypocrisy for the consent to be. He has not the
resolution of being. In Debutume I have built with all
a resolution whether he took sick.

Let it not be said that which it is done in the
constitution of O. This will signify in her brother of his
sick or be seen by the declaration of his
sick. By today there of how to wear very an uncertainty
by 1 truce. If uncertainty in the hour is the only
direction it seems she is not in. This man with the
Adrian seems gone. Yet someHad natural
is from a contingency following that there is no
universality in the hour when time, until the
Present and Absent.

To the right of a certain star a very bright one. Between them is a dark star, and from it now a bright star in the heavens. It is the brightest star in the sky.

The exact time is unknown except for the movement of the stars. These stars must be traced through a telescope or a camera to find their exact position.

A list of the positions at irregular times is given below, which is most important for future work in this field. The times of the stars are of great importance, as the positions of the stars can be calculated with great accuracy.

Except for the rule when a planet is transiting in the middle of a certain star, all other movements are irregular. When the position of a planet is calculated, especially at the time of transit, which is written in the form of an equation.

If the planet is to be observed, it must be observed in the same way as it is observed in the form of a number.

After the years to be observed, the planet must be observed in the same way as it is observed in the form of a number.

Note for those the reason that the position of the planet is unknown.
exact that the said three follow not a law that of the

total of the 10th of December that a law was made and
not what from the state or in the court of law that
the said 10th of December 1814.

If the duty of young to be young because that the

boy, the duty of parents to such children cannot chiefly

may be their obligations to maintain them. As to the case

the words referring this duty to half an essay and whenever

the widows of husbands and children are un-

merry organized is to husbands marry wife, get on to

the last looking at it.

The law on this subject is long before it was when the

Rob 150 A. January 2. 1825 the sold to for.

A man 10 or more days the poor and in matters

nearly chargeable for the child's support.

The mode of proceeding.

In certain cases made to a magistrate or by the

inhabitants with oath to copy or warrant to of husband

to answer charge. As thought before the marriage

nurse who makes inquiry as to the theft of the charge.
and in the discretion may be had over the facts unconnected to the court and for the trial, the court may have
full jurisdiction of the cause. The evidence is to be
in the form of the propositions in accordance
of the object should. It has been generally held that
the tribunal must be made before the death of the child or
that the mother has no remedy. The objection to
the facts is:

The mother's will is not conclusive, but it is prima
facie evidence that of course the due of the fact
of the death. The evidence is to be made as
by the Court of the object should be made by
the evidence and no other wise.

The Court is to be made to the discovery of the truth. The
of the time of the knowledge and wisdom applied to the
satisfaction. This satisfaction for a line did not with equal
judged not having by the court of law in 1779 in Tennessee.
no county, the satisfaction of his requisites —— on
Current conditions.

In all cases by another occurrence made with the owner and the

In my opinion the fact is very simply that it would be impossible for the admission of the damage to

Pursuant to the 1840 Act all damage by fire or explosion is

The fact is that it would be very difficult for the admission of the damage to

If in fact the fire and explosion is

Which is why it would be very difficult for the admission of the damage to

In my opinion the fact is very simply that it would be impossible for the admission of the damage to

Pursuant to the 1840 Act all damage by fire or explosion is
The court issues an interlocutory or final order of the kind:

If the man dies before divinatory before delivering the Duff, the women and children will be left on the land unless the Duff is discharged. If the man dies after the society had been formed and no court joins in the

condition set forth in the marriage after his birth. This leads to a subsequent letter by the magistrate in one

condition to the court on the Duff of attending to the

and answering legal judgements.

In this case the society is not discharged when

the court of limitations and the suit of a given handmaid

are the time given in the last quarterly payments. Finally

the matter does not become the fault of the

the woman is left with the children of the wife, they may

their suit and decide the latter to give a security

when the trust is not allowed to stay

it is taken. In another circumstance of execution and rights

to become the form of the care may become

of the law to then "enjoin" against their

impossible to maintain, and (impossible) to
Kidncy and Childon

When the child was not committed for a reason.
But Pindars will not allow any

That the master has heard on the occasion that
before the magistrate or jot another is long after setting
in death to the just in nature of situation.

To a long and 1470.

But whereas she found

In the 2d, admit her depositions taken before

Kidncia held not only the evidence of the magistrate
or 2d what she testified before him, the judgment was

Towards the opinion of the magistrate, whether

whether in a prosecution by the federal court, the
mother is to be able to testify and to dictate in? Why

not? The evidence is not to declare he came on the
harb of which would be illegal practice unknown, but to

whether who was concerned with her in it. Because we
have no reason to. It will be deemed a crime of

It and the crime have not been the

are not decided. It long before discovered and

all the evidence from the testimony.

To Guinevere, to the last the said death occurred the
The rights and duties of Parent in relation to their legitimate children, and vice versa.

1. The duties of parent to each child consist primarily in their physical care, maintenance, education, and protection.

2. The duty of maintenance is primarily to provide the child's needs. This duty is continuous.
Recent and High

The obligations of parents to support their children, where able to do so, is absolute and unconditional. Laws that derogate from this cannot support themselves.

The duty is imposed in England by Stat. 43 Eliz. 2. l. 1899 1512. and in the State of our own.

This obligation under this Act extends not to grand parents or to parents, and it does not cease with the infancy of the children. So by these State all those who are here mentioned, as a result of their own

unfortunate power as inability. But parents are bound to support their adult children if the latter are able to support themselves.

In the other hand the same obligation under one law is imposed on children and grandchildren, the parents

are bound to support them, the children and in the same obligations are imposed on the grandchildren.
Parent and Child.

The obligations we have here, and from a duty to support parents, is only secondary. Relations are liable to fail in the first instance.

Give parents not liable of the leadership has to show awareness of the first instance.

Are grandparents not liable of the children are able.

Should parents able to afford only a partial support are not grandparents have to contribute to children, their children and grandchildren?

In some cases, the parents are not capable of supporting children by personal means and have to depend on others. What is the responsibility of grandparents in such instances, whether they are liable or not as if, in addition, they are needed or entitled to them financially.

But his obligation ceased with the marriage. In every case, it must be kept in mind that his wife's children by a former marriage were during coverture.

The question made is to the wife's liability at the time of the marriage. Not lost this extending only to potential children. What was her liability here?
Parent and Child

But this is not the true principle, that the husband
was a master (being in authority) of the wife, even as he 
was in more authoritative

Thus, a woman is not bound either here or in the
laws to follow her wife's parents or other persons.

But the right to have property to be liable of the same

Thus, traditionally one cannot leave to the wife in

Thus, a person has parents and children able to assist them. In the case of the parents or children

But, if duly to support children, the husband

In a sense, one can be at the helm of his children by a will written in

By one's own means without going

A wife who is unable to support herself but is she

could it be that she is to support her husband's

Estate to the hand of her heir or legatee is charged

She is able to make up of embarking this duty in day to day

In case the obligation is unenforceable, the law of a careless to the attachment on the county of the bank bill.

Specifically, the law on a fraudulent contract will not be enforced in a subsequent, pursuant to the notice of the bank bill.

This obligation may be made to any one of such relations of the bank, and by one of the bank, in any event. If the bank bill is not in the hands of the bank bill cannot be in the hands of the bank bill, the bank bill cannot be in the hands of the bank bill.

We cannot, however, make an order before the attachment, and, in the absence of maintenance in the bank bill, according to law, the attachment is considered as opposing the bank bill can be in the hands of the bank bill.

Relations in the possession of a person are given to the person to whom the bank bill has given, the court, or a majority in the opinion of the bank bill.

The duty of keeping relations is to express to the extent of law, but in other respects, that is, in the opinion of the bank bill.
Parent and Child

Parent and Child

The question many parents and children are asked in their daily lives is why maintaining the guilt of maintaining promises. Do they justify a deficit in defense of the child's best interest or the true evidence which the child himself sought.

Case of Maria's Daughter: In a case where a child may maintain itself and defend his parent in his own way, it is

a battle in his defense.

2. Parents are bound to give their children suitable education, material, and

- all provision in line to enforce their duty towards the children. It is not only

- the provision to enforce a duty but that enforcement may be based on education by the

- various and other factors, and that parents are re-education in the

- future children as well as to be educated in the

- Polish religion.

In regard to all parents and children are

- required to teach children in their care, and according to their ability to hold the curricula well and to teach them various skills. Moreover, if one is able to

- teach them some direct effective education, etc.
Principle for neglect $3.80

Select was authorized to take children from parents neglecting their education so that they become useless members and, probably, if left to live, to ruin them. It was a measure that they may be properly instructed, employed, and governed before 18 years, 1818.

The duties of children to parents consist in their obligations to work, and to subject to them, during infancy, to support them, and calculated when born, and to protect them at every age when it is necessary. 1865

2. Due to the right and house of parents.

3. The parent has a right to correct his minor child in a reasonable manner. This right can be found on the principles of justice.

By the Roman law, the father had for a time reformed over his child's life.

But if the parent exceeds the bounds of moderation and reason and is influenced by malice, the child may have an action against his father.
Great and Pith.

But the authority being in a great measure derived thereby, he is not liable for slightly exceeding the limit prescribed in the rule, nor for a mere error in that respect as to the proper degree of innocence.

It seems that there must be an express consent and notices to subject the person. Further, 20 July to side Titto Fornicile.

This course of reasoning may be delineated by the letter to a master. A reshater, the latter is then to his duties in these regards.

2. The consent of the parent to the marriage of his child under age, is also required by the law of 1845. (Title Harland and wife.) Without both consent the marriage is void, in case. By some it is even that the marriage is good but the clergyman not magistrate is punishable for fail.

A father has no power over his infant child's estate, otherwise than as trustee. Guardianship is able to account when the child attains full age.
as the case may be before.

At miscon the title to all the personal property acquired otherwise than by service, e.g., by gift, grant, etc., the father is entitled to whatever his infant child acquires by service, for he is a tenant to his father. And a gift to a child of his earning could not be good, if it would be void under conditions.

Hence the tenant is entitled to an action for goods against any one who has treated or otherwise injured the infant child, so as to occasion a loss of his service and the loss of a tenant.

So be entitling away one child.

And if an infant has been treated or injured, he is entitled to the damages for the immediate loss by such

actual expense in consequence of the injury done to his child, as in the case of the servant, he may recover that also in his action for goods or specially laid as a ground of damage,
To whom it may concern,

This letter is to inform you that a legal action has been initiated against your party, who has

[Text obscured]

is submitted to the court for the disposition of this matter. It is likely that the original

action, as well as a similar action in another court, will be decided by the higher court in

the near future.

The action initiated by the parents, as well as the

[Text obscured]

would not serve to support the action? How does

[Text obscured]

as the daughter aged 23 was not served to be a

[Text obscured]

But the loss of service is not the sole issue for the

[Text obscured]

the parties, as the injury and inconvenience occasioned to them.

[Text obscured]

For 1. Evidence of flight lost service in sufficient, as
Nothing was not unnecessary that the damages would have been
in any measure proportionate to the fact of damage.
1. If the wife is a pecuniary view is a
benefit to the present and of no benefit to the
daughter.

2. The character of the daughter determining in a
great measure of damages, and evidence of her
in

3. In Connecticut actions of this kind have failed
without the tier of service where there can no action
ever be a broodable. In the course of the father
commission the act (he being a married man) to visit his
daughter as one of Admiring.

But still it has been doubted both in the old and
modern cases that the action can not in all but the
departure is improper if joined to hear from a human
in the places.

After means has lately hinted that the view not
be proved to have actually caused him harm he is
sufficient if the house in his family. This seemed a
Parent and Child.

In the case of the infant, if she is of full age and the daughter not material of the order to parents no court of record necessary.

But if under age the is a present of course, I can a\(\text{\textbullet}\)d to help the come another without wages or considerate in herself.

And by Wm. Evewell the daughter should be considered the care unless at the time in the time of the injury.

If an adult, they may perhaps be employed because she would not otherwise be in the case than in 1873. late by Ewewell to have been known by levelling field. 3 May 1873, that the child should be a minor. The did not hold so.

Therefore lies for one standing in her parents, as an agent for a master.

But there is the daughter herself in a good mind, known and interested in the court.

In whose society it is not making the home good regulation.
Present and Defend.

Unless an action of the case.

But in an action in rem, the defendant is not required to set out his plea.

But when the defendant illegally enters the plaintiff's house, he may set out his plea for entering and taking his goods.

By the breaking and entering, as a aggravation of, or as ground of, the consequential damages.

Since the action is better in substance and form, the plea in the event will break as of the case of infra.

But if of the better action is brought a licence to enter the house defended it, the wrong must be pleaded, having 22.166 a certificat in a name in Connec?

According to what a licence is in reference to the wrong.

General remedy for the theft in trespass at initiation.

This opinion is clearly incorrect, because the act being shown by the law, viz., taking an absent person, is in taking a tavern, so that with actions being, one for taking away by theft without alleging larceny of, secure in the above damage. By the example of the plea, and the like, it will not be heard that an interest in the child be suo.
Parent and Child

The authority of the father over the child is to
prevail the same of the law in all cases.

When the child is under the authority of the
mother or

When the child is

How far a parent is more liable by acts of
his children:

1. He is liable for their debts (they being minors
and under his care) to the same extent to which
he himself is liable. In the case of his tenant, he
do not make, reduce income, and tenant.

2. If he is no estate or land or real estate, to
these as masters are on those of their tenants, and
in the case of contracts for personal service.

3. In certain cases under our law that law, the parent
is entitled to pay fines inflicted on his infant children.

If one of the Van Buren's, amounting to 
being

But by our law, the child, if a minor and being
shown to exist to himself by his parent, is
Guardian and Ward.

There are different kinds of Guardians — their rights and duties.

A guardian is a temporary parent in a person in loco parentis, during the child's minority. A child who has a guardian is called a Ward.

In the case of the Guardian, the change of both the person and estate of the ward in both cases under the care of some guardian, but the person may be under the care of one Guardian and the estate under that of another. Two distinct persons, officers under the Roman law. Father, Guardian of the person and Guardian of the Estate.
2. Guardian by nature. Some books mention this kind of guardianship as if it were confided to the father. Here it is confided to parents.

But the father, mother, or any other ancestor may be guardian by nature at common law. The father claims collateral relations. The mother is the second in order and among more distant ancestors of two having an equal claim (as of the infant is heir apparent to his natural and maternal grandfather). Priority in the preference of the reason seems to determine the preference.

This brief returns to the reason only, not to the whole.
Guardian and Ward.

and exclaimed, 'All the world is my

hers. And to the love, children. What is a daughter, and the subject of it, and preservation. in England, 1812

the least to her and estate.

England, the laws go up and lose the claims of all. Under the ancient right of making a testamentary provision for his children.

When the father was martial guardian, the person of the ward belonged to him in exclusion of the right of guardianship. See what other cases.

true guardian.

And indeed, indeed, parents were said natural guardians of all their children. By this is meant not that they were natural guardians at law, but such as the law of their respective countries recognized. And where there is none provided by law, or by the laws of the guardianship, the father acts as his death, while there is no mother.

3. Guardian in Surplus. This brings things
Guardian and Ward.

The estate of my granddaughter, and for whom I am only
the legal guardian, is not sufficient to meet its estate and
incumbrances, and must therefore be under the care of a
trustee, ?or guardian, to be appointed by me.

I trust that the trustee will not only
administer the estate, but also endeavor
to increase it by wise management.

The property is a trust, and should be
treated as such, for the benefit of the
ward.

I have named my daughter-in-law
as my agent and trustee, and I trust
she will act with wisdom and integrity.

I enclose herewith a list of my
assets and liabilities, and I trust she
will manage them for the benefit of
the ward.

I also enclose a list of my
liabilities, and I trust she will
manage them in a similar manner.

I am confident that she will
administer the estate with care and
prudence.

I trust that the ward will
benefit from the management of the
trustee.

I am confident that the ward will
benefit from the management of the
trustee.

I enclose a list of my
assets and liabilities, and I trust she
will manage them for the benefit of
the ward.

I also enclose a list of my
liabilities, and I trust she will
manage them in a similar manner.

I am confident that she will
administer the estate with care and
prudence.

I trust that the ward will
benefit from the management of the
trustee.

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the ward.

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manage them in a similar manner.

I am confident that she will
administer the estate with care and
prudence.

I trust that the ward will
benefit from the management of the
trustee.

I am confident that the ward will
benefit from the management of the
trustee.
J. Johnson had yard the 22nd

...that the infant's estate shall be joint may...choose guardians. I may be relieved by appointment of testamentary guardians.

4. Guardians in case there is a place only where...he his or her...not ...or to their benefit only by father or mother. For if there be a parent, or else the natural guardians of the same. In no case is another to be a minor appointed under "wet feet" to take care of the infant's estate, and to provide for the infant. In short,

5. 11. There being no guardians in this situation, the guardian of the younger children can be...chosen by the infant's father. In such cases the guardian to wit, under a will with a testament of which a guardian, being or any of his children, who are minors

and unmarried even to infants in some so more...
Guardian and Ward

Appointment either by petition or removal by continuance shall be immediate before that age. The Guardian Act extends 13th to the power and all the duties of guardianship otherwise.

not ageable

1. By guardian by Act. 19. 5. 1842. In some cases
2. See authorities cited in margin.

III. By Guardianship by custom - see margin.

IV. Guardianship not enumerated by the old constabu-

1. By election of the infant. This takes place only when there is no other provided either by the law or by ap-

pointment of the father. If the lands held by Knight-

service were not by seigneur tenure, or if any infant is born

the score for another, the being of the age of 14 or not

his absent par, the natural guardian and temporary

guardian. This kind of late origin. But it seems to have

been in use even since the restoration 1660, but it occurs

rarely. Election must be frequently made before judge 894.

thrice
in Warranted Hand Writing by Dr. Graham, and in the Hands of the nine Judges, who shall make their report by ballot, and then the decision shall be made by a majority vote for the establishment in any part of the trial. 

It is also to be noted that the claim may be either before the Court or after the trial, and that before the decision is made, the direction of the guardianship may not continue to infants under 14, the Court having a discretion in that case in a great measure as to the appointment of a Guardian after that age in a great measure as to the appointment of the Guardians.
The way to save even a disrespectful guardian.

When any subject in a vulnerable position is subject to any guardian, it is given from the grant, and that grant, in a
letter of the same date, for the benefit of the infant, as to the state
who it be, no such authority in Connecticut.

As guardians appointed by the Testament, he can to
the law as to the court of this court, to appoint is not
better

It claimed the right of appointing for the
same estate, and the person also, there being no other.

This right guards the town always better.

Safely turned as to the personal estate of infants
and holden that such court can only appoint as letters in
by guardians and /em. This is a partial guardian
appointed by a partial act, when an infant being
of law no guardian (only) may be appointed in
very part in which such infant resides.

The king may appoint the guardian by letters patent,
but this has been in long past time.
Guardianship in Wills

Upon the death of a parent, a Wills are to be made.

In England, children having no testamentary
or adoption, and the father's interest, or how are they provided for, here?

In that I suppose, common natural guardians
of children, according to the custom of the time in England,
and the Chancellor settles the guardianship when he
considers necessary.

For instance, the Statute 7 Eliz. c. 2, has given the guardianship
of such cases to the father.

Then the law there is no guardian in chancery, by will, by testament, by custom, by appointment of
the King, or by ecclesiastical court.

The only guardians known to our law are those
that are called natural guardians. Those of
a guardian, by birth or age, of all their own.

Guardianship for natural persons, I think, exist here,
for the father is natural guardian to his children,
and the mother is no much guardian, but not any.
Abraham and Sarah.

(Here are the lines of text, but they are not legible due to the handwriting. The content is not legible and cannot be transcribed accurately.)
Guardian and Ward. 34

Supposititious cases, the chiefly generally the house of the
father being deceased.

If in fact in connect has no father, guardianship
must be the duty of the court of Probate to appoint one.

If the infant is of age for choosing, the court is common
with him to a hear and make his election. But his choice the
the be regarded does not control the court. A different
may be appointed.

If he regards to choose the court appoints according
in his choice.

If a male infant under the age for choosing, the
father, Probate may set aside without summoning the
 infant to attend so far he cannot choose. But this is
not usually done, the mother being, in such appadation is
made.

If of Probate in this State may designate the father
for good cause, or the infant a boy? Law. § 27. If the
shall occasion, etc. c. § 28. the court to-appoint when the
infant. He shall the court has a right to live with his own
infant, and cannot be removed by the town. Such
If he becomes incapable, to be given no settlement.

A guardian is bound to be an infant under the age of discretion, containing at least not 17 or 21 years, the infant to have a guardian to the satisfaction of the court of Probate, as required by any law to take security of the Guardian appointed by him, for the faithful discharge of their duty — to oblige them to account with the court or ward when he attains his age, or proves of the court or award from such again it — surely of the heir estate.

But the guardian is not liable to be sued by any person by the child (while a minor) the child upon the order of Probate to account.

In such an event (except in infancy) are not liable to account for the whole strictly in their hands.

The usual remedy in such cases is by a bill in chancery this proceeding being more extensively some debt than an action of account at law in compelling disclosure in court — production of books and so the action of account at law, 13 C. 469 48
Guardians are liable,
but uncommon is it for them to conflict guardian
in account reasonably annually.
In actual remedy in Court only by action of account
which is nearly as sound here and tell a great deal in England.
If the wards estate is in danger from guardian's
insufficiency the latter, has not may be compelled
to account at any time.
In case of misconduct by guardian then, it
may be placed him, so to there is reasonable ground
at the suit will reconcile. The court may order him to
know, security, and call false, this face him. Indeed
in such cases acts discretionality, and
make such views as be pleasant, as he think it better.
The guardian's conduct parents are sound at their
too extreme, to maintain their wards, but may apply.
the wards estate. But a parent when guardian is
obliged to support the wards, of of ability.
Dee, if not of ability — may then apply the wards estate
by leave of Court.
But a widow having married again not bound
to support her children by a former marriage — may
Guardian and Tenant

Abstinence of such persons as the court of Probate shall appoint, to make partition of the land;

Yielding in London since it is said they do the

trust by equal partition in England. In days the

trust doth itself.

The words in italics, are comprehending, not the

right, but rather, the words, not the Guardian has the rea-

lly of the Discounter.

Guardian is considered in trust as trustee for the

word, and if it belongs to honestly enter an indentured,

and takes the property, he is accountable in writing, as an

trustee, or trustee or guardian.

The house receives the profits of another land, and

the latter infancy, and for several years afterwards

the whole account in thirds for the whole estate.

Guardian should altemate for the lands money in

his hands, unless he shows that interest could not be

charged for it.

It is the duty of guardian facing personal

amount of the words to pay. See Debts, charges on the

words in a note of the, Equity and not will his own.
Whereof words taken in a mortgage, guardian ought to abide by the tenor of the same to the interest.

If the court deems it fit to make a mortgage in hand, then it must be proved that the latter may not follow a later interest without the consent of the latter. The latter may also be set aside by the court. If the latter gives money, he is comfortable at that. It is convenient, the latter gives money, but if he is willing, and the court shall decide, his goods shall have the money. If he is against claim, the latter. Right of election is here.

In general, the guardian in accounting for the goods, money is obliged to pay only principal and interest. But if the money was directed to be paid in a particular way (as intended) and a guardian has acknowledged it in a different way, as in a grant in a deed, the ward may have at his election the interest or the principal.

With the marriage or wards. The court has no power to exercise any authority more than twice. If the wards marry, without consent of guardian, and even if guardian was present, can unequal marriage.
al, distribution, and furnish to the applicant those who
result in the marriage after the prohibition.

To of there is only an approbation of the bonds
being married to the disapprobation, the wife Guardian
removal, the Guardian wife disapprobation it and become the
he or the wife of her property, and even exercise the
Guardian of the other wife not to dismiss it.

Is this authority over exercised when either of the two
results is Guardian?

According to usage in title Guardian
being held wards as an apprentice. Guardian Wife of
sunder said to be Elocution by marriage, not so
of master.

Of the settlement of estates.

In our laws respecting the acquisition of original title
by descent by reason of their own right, so many.

1. Under our Statute person not an inhabitant of this
or of any of the 13 States can gain a settlement in
any town in this State on top application by vote of
the town a body of consent of the said authority and the
said men to accept the of said there to the proposes
from public office.

2. the inhabitants of any part of the said State are
not to receive the benefit of the law said to
said inhabitants to the extent as for having his
condition are so of real estate or estate of the value
of $100. 

3. The inhabitants of any town in this State may
give a settlement in another, and to have some
of the qualifications just mentioned, and to have
his own right in the real estate valued $100 in the
town or county to have suffered himself there
1 year, under the said law before 92 st. was passed.

[Other matter of acquiring settlement.]

1. By birth to the town where a child is first
born to be in Indiana State, the title of his settlement to
be deemed to be the place so born and not in the town to be.

15th 3, 57   This is granted by the place of a bastard settlement.
In England, in all cases of bastardy, whether mother
be天然 or the child is born in the place where
it is born.

Due to the rules of legitimacy, children born of illegit-
mates are also subject to the same jurisdiction as if
the rule of the father's certain cases were to illegitimate
children in the.

The additional may be recognised by kindness or
the determination of the Father or maintaining bastards
of the child of the wife.

This rule, better in England generally as to legitimacy
deemed only. But in Connexion bastardy and bastardy
permanently

Settlement of this kind called domicilisse.

The settlement of infant children (not emancipated)
regularly follows that of the parent. If the latter
acquires a new one, it is immediately communicated
to his illegitimate
s. After their death or reg-

erarily follows the mother on leave in cases when a
case having bastardy carries a lasting bastardy.
for he is not bound to the gift where the right
of property is vested, they go with her for continuance.

In learned it would gains as settlement by having
both her groot of right in by koboto. She has
a right to take with her.

This rule does not hold absolutely. Sometimes when
the gift was joined by the profession of bigotry
which continues, but to such a large gain by birth,
communion, derivation from parents &

An infant may, even joint circumstances gain
a settlement of his own communion, and then his
definitive settlement is lost. E.g. an infant affidavit
in England.

This gaining a settlement works an emancipa-
for an infant a son of his father.

In learned, an affidavit does not grant
affirmation by living with his mother.

After a child is emancipated i.e. after he comes to be
Emancipation is effected - 1. By faultage.
2. By marriage.
3. By gaining a settlement of his own. By contracting any relation inconsistent with his remaining in a subordinate station in his parents' family is inconsistent with his remaining in the same and prejudice of the parents, as that of a servant.

Attaining faultage is not an emancipation, if the father continues a member of his parents' family or a servant, continues as servant. But suppose he

In a testament may be required by marriage. On marriage, the husband's settlement is commended to the wife, law not permitting the situation of baron and wife.
Guardian's Ward. May 2

If there is a woman married into a man's innamorato settlement, is the father of her settlement and the grandfather her settlement.

And it has been decided that if the husband has no settlement, then is suspended during somerset, but receives on his death.

But it has been established that if the husband has no settlement, does not remain in the ward, or being in the ward, does not remain with any support but his

If he is the sett of the ward, then if she has no settlement, then is not suspended.

And in this case her children by the marriage are entitled with her to her mother's settlement.
A servant may be defined to be one who is subject to the personal authority of another. A master is the one who exercises such authority over another. This authority must be personal, in order to constitute a servant, for a person subject to civil authority is not a servant.

This authority of the master over the servant is given by virtue of some contract or agreement between the master and servant or his guardian, and the rights of the master to control comes arise out of this contract or agreement.

There are 6 species of servants known to the law in Great Britain:

I. If a man has been captured in war (or has been taken in a raid), he is not a slave. If he is a slave, he is a slave by natural law, by a common law, or a local law. But if he is a slave, he is a slave by war, by contract, or by not being free a slave.

II. If a man has a right to kill his enemy, and there is no law in war, then he has a right to kill his enemy. But if the law of all civilized nations, the right does not exist, then the belligerent has no right to kill his enemy only where the absolute necessity, if then they are taken, the captor has no right to kill them. In that being the case there is no right.
existing to defend their estates or for the security of their liberties. The promises being made, and the conclusion being of course, that
we must, can we become slaves without the loss of our natural liberty by contract?
A contract cannot be the foundation of real slavery. Real slavery gives the master power of the life, liberty and property of the slave, as to life, this right can never be given to another; no man has a right to dispose of his own life, liberty, or property. I say no man can make a surrender of his liberty by contract because his is a transfer of his moral agency, and this cannot be done. As to property this is mutual for the
security of the owner is the master.

2. Can slavery be created by birth? This
enjoys all previous slavery, but as we have seen there can be none at first, there can be none by birth in his derivative.
In the case of slavery, as regulated by the laws of
the patriarchal system, there was no
absolute slavery for they had some rights.

The word "slavery" was an entirely
unsavory term. To the word "slave" and the word "servant".

3. If slavery is regulated under the local laws, it
would not be "necessary". I have not a doubt on this subject. A qualified slavery has
and does
exist now in Connecticut, and it has been legalized. To know we have no local, entire, and authorization of it, but we have local standing upon the existence of slavery, and making provision for slaves. One of the local system provision has a master might not commit his slave. I think this is a decision of the question and further the existence of the Legislature amounts to a legality. But is said we have no judicial decision that the courts have decided that slavery was legalized for they have determined that they may be taken in execution and sold at the post. Therefore a qualified slavery does exist at this moment in Connecticut. The strict, absolute, absolute slavery never did exist here.

It has been decided in Connecticut that no act not lie for taking a slave, but that an act on the case will lie against any person for taking in seducing away a slave, in the
Can a slave bring an action sounding in contract, or for Baitment of Property?
Some manner as if an apprentice were seduced away.                  
and a slave may hold property and sue for it by his own friends, he may be a devisee, legatee, or to be by descent—ie he may inherit an estate.

A slave cannot make contracts, for this is forbidden by that. But the master cannot take the property of the slave, if he does an action will lie against him.  

If a slave marries with consent of the master, he is ipso facto emancipated, and the ground of this is, that the slave has made a new relation, inconsistent with his former one.  

If he marries without the consent of the master, he is not emancipated. A minor child is emancipated from his father, if he marries with his consent.

A slave cannot be freed from servitude if he
mature without the consent of his master, and if a slave married another slave, she was discharged during the continuance, and if married to a free man she was freed during life, and if to a place she continued a slave.

It might be a question whether an illegitimate child could become a slave in consequence independent of usage. The usage in Maryland has always been the same as in the civil law, according to which the offspring follows the condition of the mother. But this is not the rule of common law in England. In these cases the child follows the condition of its father. 236, 6, 78. I think independent of usage that an illegitimate child cannot become a slave in Connecticut.

But slavery is not almost entirely abolished in Connecticut. The importation of slaves is entirely forbidden, and as to children born of slaves, after the 1st March 1788 till August 1797 they were to be freed at the age of 25; and all born after August 1797 were to be freed at 21 years of age.
I have said that private personal slavery is unknown in the countries of Gaul. But it is agreed by all that in the principle of common-law offenders may be judicially committed to slavery and as a punishment or confinement in other galea.

Thus this is a civil qualified slavery, or not personal slavery, for they are slaves to the public, as those who have the management of them are agents for the public.

Apprentices.

An apprentice is so called from the French word apprendre, meaning to learn, and the reason is that servants under this description are generally the not universally bound out for the purpose of getting instruction.

For a rule of common law that every apprentice must be bound to read. This relation must be executed by deed. A formal contract is not binding on the parties, but I know of no other instance in which a deed was necessary to create a right or to make a formal contract at common law. But I suppose
The reason why this was required to be witnessed was that the personal liberty of the apprentice could never be suffered to be parted with by hand.

And it has lately been declared that a notice of apprenticeship cannot be construed into any other species of contract than a hiring for a certain month or year. The law will not supply such contract to the deed in suit.

Indeed it was formerly said that there could be no such relation as master and servant by apprenticeship unless the latter was retained in the bond by the proper name of apprentice. This is now however denied to be true. The intention must now govern, let the words be what they will.

All other kinds of servitude may be retained by hand contract.

And by several statutes the children of all free persons may be apprenticed out by the parents with the consent of two justices till 21 years of age. Any free persons may sell their indentured servants, and not servants of small property. Sometimes denominates three.
and the same you provide that the foreman persons
be the ones who keep and attend to apprentices that
are obliged to take them in on a piece of provision in
case of refusal.

In common we have no opinion that except that
no person is comfortable to take such apprentices, but
that parents that the children of commoner living
will not understand their time in learning, whereby
they are expected to want and disturb on of the
boys may find their parents negligent of their
duty, whereby such children grow in dejection.

They may be bound out by such
selext men with the advice of the master assistant
justice of peace or three masters or masters, the
master until 21 years of age and females 18.

All servants except apprentices are entitled of
common rights to wages for their service done, and
may recover them by action as any other debt.

Where there is no express agreement as to the
amount, the amount shall be with a quantum
sufficient.

The wages of menial servants are agreed
When and settled by the parties, those of day labour
are by that to be settled by the sheriff of the county
on the justice at the sessions.

In Canada, the wages of the hands are jest
by the contract between the hands and so it is
in burgl., except as to labourers in husbandry.

The hands are never to be admitted to no wages
and if there is no express contract to allow For
wages of the indenture it shall as to wages the
lent may recover none - and when it is made
in the books that the apprentice does not receive
wages, it is not meant that he cannot re-
ceive wages by special contract.

The fact is they the most of course and com-
might receive wages but if the master stipulates
a day wages, he is bound to pay.

The Stat's Stat provides that masters may bind
themselves by their own contract of apprenticeship,
but according to the construction but when this
Stat, they are not liable when their covenants.
The only effect of the Stat is to make him liable
as long as the relation of master and servant continues.
the master, so long the servant are subject to the
orders she enjoys. The rights of that relationship of the
parents and child time he is free of his master the same
as if his father had joined with him in the indenture.

The rule therefore as to the minor servant's lia-
sibility on his covenant remains the same as at
common law notwithstanding this Act.

but if the father or guardian joins with
the minor in the indenture, such father or guardian
is bound by the covenant, that the minor shall
never be an apprentice. But the apprentice
himself is not liable. We have no such Stat. as the
Act 38. in - connect - and if this Stat is introduced a
new rule is not less here, but if it is to allowance
of the contract and I am inclined to think it is
such a fact, the is not so received in Eng'it,
may be viewed as here.

The master is bound of course to provide nec-
ecessities to his apprentice an of otherwise agreed,
and being in case parents he is bound to protect
him. Hence minor is good cause for the appren
tice
to leave the service of his master.

Then he must have whether he stipulates for
then or not, unless he stipulates not to have them.
A minion is a good plea in bar of the servant
is used, and a good cause of action against the
master upon the covenant.

It is often laid down in the books that an ap-
prehension cannot be discharged otherwise than by
deed. This rule however requires qualification. It
is true that he cannot be discharged by contract
express or except by deed but in case of personal
cause the servant is discharged, but this too
without deed, the master however is still liable
on the covenant.

The meaning of the rule is that the
servant cannot be discharged by agreement, any
other way than by deed. So the maxim of the law
is "co legamine quo legaturne".

But the contract may be discharged and the appre-
prehension discharged otherwise than by deed. The
new
notice may be cancelled by both parties, or one
may deliver up his habiliment to the other, and it
Marla as a servant

24th 1854
19th 1855

...the contract on his part.

And it was decided in the case of someone who
was a witness in our State Court that the master, after
having trained away the servant, without the consent
of the latter could not reclaim him nor recover
when the covenant was a discharge of the
servant's part. There is no doubt but that the servant's
or his master could recover against the master on
the covenant, for the master was guilty of a breach
of covenant; it was a fraud. A fraud discharge
to this way is not have a discharge in toto.

We have a Stat enacting the court of common
peace in case of any default or breach of coven-
ante by the master to discharge the servant and in
case of default of the servant to punish him at

...similar that is enacted in New York and
in most of the other long states.

By the English law there are three forms in
which apprentices may be discharged viz by con-
formant to the quarter sessions, or by two justices,
or by one justice, with liberty of adress to the
Chapter Sections

This authority is exercised in Eng. only in those cases where the binding was by agency of the lessee or by magistrate - But in common it makes no difference who bound the apprentice.

The master may also wish to as well as the apprentice, and procure a discharge for a reasonable value.

It is a well-established rule of law that a master cannot assign his apprentice. The who has an interest may in general dispose of it, but a master cannot dispose of the interest which he has in his apprentice, and the reason is because the contract is fiduciary - special confidence is reposed in the master.

The education and morals of the servant are taken to be attended to by him, and by no other, and the specially bound to in the indenture.

It is a general rule that a personal trust or confidence cannot be assigned or course an aware of arbitrators that an apprentice shall be assigned is totally void, unless the apprentice
Masters and Servants.

...is the assignment.

But the assignment can be transferred by a covenant of assignment, yet such covenant of assignment is good as between the assignor and assignee. The assignee is liable to the covenant and the assignor is because the rule of law that the master cannot assign or incumber altogether the advantage of the apprenticeship and part of the master.

But if in such assignment the apprentice does not go into the service of the assignee, he acquires all the rights under him and on his original master. He acquires a servitude, and says 'I should take it, if he would be free of the trade, or the service in pursuance of his apprenticeship.'

Upon the same principle that the master cannot assign his apprentices, he is bound to teach him under his own care and protection; hence it has been settled that the master has no right to send his apprentice abroad, or the apprentice at nineteen in his trade or profession, unless...
The terms of the agreement in the indenture allow of it as the nature of the employment requires.

It is evident that manumission is to be acquired only by going abroad - this is the nature and the object of the employment. But when a surgeon-

apprentice was sent to the East Indies because the advantages were thought to be better there, the master was held to be liable on the covenant.

for the same reason, that the master cannot assign.

But it has been once held that the Exee's is bound on the covenants of his testator to teach to procure to be taught the servant of the testator. But however, hanciers have denied to be law, as another is margin and in Watson's law of Servants, p. 68.

Whether the Exee of the master is bound to furnish clothing and diet for the apprentice is
a question but yet settled, according to the consent of authorities says Mr. G. that after the death of the master, his Erector is bound to furnish clothing and victual and other necessaries, according to the covenant of the master; but not to teach him in his profession or trade. This says of course seems to be a hard case, and perhaps not soundly on principle. The consideration which moved the master to retain the servant and furnish him with necessaries, was undoubtedly the service of the apprentice, but as has been before said the Erector cannot hold the servant, nor take any benefit of his services. The mutuality of the contract is thus destroyed, if he must furnish necessaries. The consideration for these necessaries fails. I suppose says Mr. G. the ground of the rule is that the contracts are independent of each other. The master does not expressly covenant to furnish necessaries in consideration of services, nor does the apprentice covenant to serve in consideration of necessaries. The court
Supposes that their covenants are independent, and that performance by one party need not be
referred to a declaration in order to entitle him to recover against the other party.

The parties should have concurred otherwise expressly so that they may be defendants.
It makes no difference as to the duties of the bond, whether he be expressly mentioned in the indenture or
not. His duties are the same.

A premium is often given to the master besides the services of the apprentices. If the master does
before the term expires to clear that the execution
ought to refund a part of the premium or furnish
rehabilitation in this case is in
Eng. a subject of equitable jurisdiction. Courts
of law will not make a restoration, unless provision
is made for it in the indenture. There is no case
say? Mr. Smith where the court of Chancery carried
this doctrine of restoration too far, they went
beyond principle. It appeared that the parties in the
indenture had agreed upon a restoration in case
of the death of the master before such a time. But 1 Stc. 460
the chanceller decreed a restoration of more than
was agreed upon by the master.

And if the master leave away his apprentice
and the apprentices does not return, the master
may be compelled to refund a proportionable
part of the premium.

It has been held, that if the master
becomes a bankrupt, the apprentice may be compelled
by the law to refund a part of the premium. But
the court of chancery, justice, so an expressly
authorized by statute, not only to discharge the
apprentice in case of bankruptcy, but also to com-
let the apprentice to refund, and the right of
restoration arises from the discharge, and not
while the discharge — why then is there an appel-
ated to compel a restoration?

Whatever an apprentice earns by his labour
while he is an apprentice belongs to the master.
And this is the rule when he is an apprentice be-
fore this, while he is an apprentice he has.

The
master is entitled to all his services, and if he recovers money from the master's also add the fine. Thus
required or caused by the servant may be recovered and in any form of action against the person
who is bound to pay it in favour of the master.
And the rule holds the same of the servant
taking for another without the master's consent; Tr. 882
and out of the line of his occupation.

It is otherwise with personal servants—day
labourers &c. for they may acquire property
by their own labour, and it shall not be the
master if they do not neglect the service of their
master.

The whole time of an apprentice is to be de-
oted to the service of his master, but not so
with other servants but if they neglect their
master's service action will be brought against the
servant or against the employer if he is known.

If an apprentice or any other servant is em-
dicted away from his master service action
lies against the entire and it has been deter-
Master and Servant

It is said that a journeyman is within the rule.

But if the master who entices away a servant does not know of his service which is due to another man, or cannot have the means of knowledge, no action will lie against him.

As to the proper form of the action if different circumstances of the case differ. One takes away a servant by force the proper form is

In the case in cloth where the gravamen of the action is seen to be an agreement, and yet the Reporter calls it trespass. If this is not a mistake of the Reporter (say edd. S. G.) cannot be reconciled to the general rule.

In Eng. an apprentice gains a settlement in the household in which he served the last 12 days according to an Eng. Act.

In emerg. an apprentice gains no settlement by apprenticeship i.e. by a remunence with his master. We have no rule for the settlement of
Servants except the general one by compulsion. Any one who lives in a place 6 years without being at any public expense gains a settlement.

Our law also provides that apprentices or other servants of 15 years of age or upwards, withdrawing or absconding from their master service before their term expires shall serve their time after their original term of service has expired, and if they run away, an assistant, or justice of the peace, or a constable and two of the chief magistrates, inhabitants of the town where there is no justice may keep men and boats if occasion requires, at the master's request and charge, to pursue such servants and apprentices, and bring them back.

Domestic Servants.

They are so called because they are domestic servants and generally employed in the house. It is a general rule of the common law that if no breach of time for continuance of service is proved by the parties, the contract shall be continued.
II.

This rule, methought, should never been adopted or considered as law in this state.

By the 5th Eliz a servent servant cannot leave the service of his master, nor the master part away his servant either before or at the end of his term, without a quarter warning. We have no such Stat and therefore the law, law is our rule.

Day Labour.

I know of no general rule applicable to this species of servents, exclusive of sayn 4th. Gould

But by 5th Eliz. and 6 Geo 4th. homs having visible effect may be compelled to work at such wages as have been fixed by the justice of the sessions, and affixing hemathes on such as either give or want more wages than are so settled—these statute regulations however are of some validity in this country.
3. The agent.

There are various respects in which the word 'agents' may be used, but in the sense in which it is here used, they are agents only in the sense of their being command of the master. Indeed, the employer takes the name of principal and not master, and the servant is usually denominated agent.

As to the rights and duties of these different kinds of agents, it is difficult to lay down any general rules applicable to them all. It may however be laid down as a general rule that, they must act for their principals or masters according to their contracts, and not whether such contract be express or implied. In many duties and rights arise out of the nature of the employment, to which the parties are presumed to have agreed.

All agents must receive their commission strictly in their instructions strictly and when this is the case they are never liable for usual
A Factor may retain the goods of his principal to satisfy not only a particular but also a general balance in his own favour. The balance which is due to an agency of specific articles, is called a general balance.

And where there is a balance due for the agency as it respects all goods which have come to his hands in the time of his business, it is called a general balance.

He has a general and a particular lien according to the circumstances. Thus if he sells goods he has no lien upon the goods sold, but he has a lien upon what remains unsold to that amount, and if he buys goods, he has a particular, the specific lien on them.

But on giving up the possession he loses his lien. In this claim remains - he loses his right of adverse possession which constitutes the lien.

But the the Factor has no lien above the goods sold yet when he sells goods he has the
same time when the price of the goods in the
hands of the Purchaser as on the goods before they
were sold, and having given notice to the pur-
chaser not to pay the Principal, but himself
for the goods sold, and if after such notice the
Purchaser doth pay the Principal, the Factor
may recover of the Purchaser a second payment.
But without such notice payment to the prin-
cipal will discharge the Purchaser.

A Factor it is said has no lien upon
goods sent to his actual possession, a constructive
lien upon a mere right of possession creates
no right of him. If these goods are sent by
at Liverpool, or the case of B at Manchester, the
Factor of A is B cannot hold them as if the
Principal or to the Factor, for the former may
countermand them while in B's possession, and
the latter may recover them with ease as being
constructively in possession. But while the goods
remain in the possession of B, the Factor has no
Prison and Servant.

Land cannot attain them as against the Principal. They do not become a pledge in the hands of the Factor till he has actual possession.

The authority given to an agent is discretionary and it appears that the agent has acted reasonably he will not be liable for negligence.

Nothing more is required than the reasonable excuse of that discretion.

But if the instructions are explicit and exemplary - as if such a quantity of goods are to be bought, and at such a price, and the Factor gives a higher price and buys a less quantity, the principal may disclaim the bargain and turn the goods when the Factor.

So if the price at which the goods are to be sold is fixed in the instructions and the Factor sells for less, the loss will fall on the Factor, and not on the principal.

A Factor has no right to hazard the goods of his Principal - his business is to buy.
and sell, and not to pawn, and if he does pawn them, the principal may claim them of the factor, and at the demand of the principal and tender to the factor the balance due to him, may have hence against the principal.

No tender need be made to the principal, it must be made to the factor, i.e. if any thing is due to him from the principal, because the factor in such case has a lien—a right of adverse possession against the principal himself.

But the factor may buy and sell the goods of his principal, and this too in his own name.

There is no necessity for the vendor to know whether the vendor acts in capacity of owner or factor—he may buy and sell one and be sued in his own name.

This says all goods is a rule not in conformity to the general principles of master and servant—and the reason of this exception is that factors are generally foreign agents and being in a different country, from their principals, great inconveniences, delays, so would be occasioned, by
Chapter and Section

Shutting them from trading in their own name, the principal is not supposed to be known by may not as Factor for 50 merchants in as many different countries, and so is the custom of mercantile men.

From the mere fact that the factor may make a contract in his own name against his right to one and be sued in his own name.

As it is of an Anderson, and this the it may be known in a particular instance that he sells for an individual — he actually sells in his own name.

If a factor sells for less than his instructions authorize him, he is liable for the loss. But his otherwise with an auctioneer where he sells to the highest bidder — he is not liable for the loss the he sells for less than his instructions authorize, and the reason of this is that there is an implied contract on the part of the owner of the goods that they shall go to the highest bidder.

If however the owner directed the
and declare not to set their sale to the highest bid.

At no certain price, he is bound by them and liable for the loss. But if the owner in giving
the auctioneer directions for selling a hoghead of corn tells him not to bid it up for less than
one dollar the gallon, and he bids it all for less, and tells it for less he is liable for the loss.

Of this class of secuants are attorneys.

An attorney has a lien upon the papers and
bargain of the client for his fees and he may dis-
tract the adverse party against whom judgment
is given to pay the costs to him and not to his
client. But at common law the attorney has a
liam for nothing but for his costs i.e. his taxable
fees.

A distinction is taken in law between counsel-
ors and attorneys. Attorneys have a lien for
their taxable fees, but an attorney counselors
have no lien for their taxable fees. But an att-
orney holds his lien subject to any equitable claim.
of the adverse party.

Thus if $A$ owes $50$ dollars to $B$, the

Attorney of $A$ has time to see to that amount,
he directs $B$ to pay him the amount and not his

client $A$. But suppose $A$, whose securer is insolvent,
and $B$, has a claim at costs of the same amount,

against $A$ in a former suit—then the court

will direct, or at least the parties will be enti-

tled to a set off, and therefore the Attorney's

here is nothing.

An attorney who executes an instrument

for his principal should do it in the name of the

principal and not in his own name. If he execute

it in his own name, he binds himself and not

his principal. The signature should be that

of $A$, by $B$, his attorney, or $A$, $B$, his attorney.

An agent it is said cannot bind his principal,

by any deed executed as agent unless his au-

thority be created by deed. I do not know why

could as I understand the reason of this rule.
The agent may, in many cases, bind his principal by acting in pursuance of a mere verbal authority. Thus, he may bind the principal by a verbal promise. Suppose the agent sells a house, which he may do by virtue of a verbal authority, and makes out a deed of sale, which is necessary, with not the least the principal.

If the rule be construed strictly, it cannot.

However, this is not to be confounded with another rule, and that is, if A is in the presence of B, be directed by B to sign such an instrument, with the B's name and A does it in his presence, B is bound by it. A does not in this case sign it as Attorney for instrument that, but at an act, such words signing, it is the same as if B had signed it himself.

The principal sometimes makes a mark and his name is affixed to it by another. See Civil law title 154.

An agent for the public is acting in a public or private capacity, but contracting for the public is not liable personally on such contract. The
Chapter 2. Council

Charter of the treasurer in case of bankruptcy for any loan to the state. The Comptroller of the treasury and as it is not liable personally for the provision purchased for such army.

This point has been decided in the 7th. Heaton in a case against Dextor, who was then Secretary of War. The bank accepted a house from a woman in the War Department. The lease contained a declaration as usual. But it appeared on the face of the lease that it was for the use of government. But it was signed by him in his private capacity.

6. Debtor assigned in service under one that this chapter of bankrupt is unknown to the civil law. Nor that because that a debtor committed in civil court, and no other means can be found to pay the debt in which case is imprisoned. The debtor shall satisfy the same by service of the creditor requires it, and follows the Supreme or county court shall judge it reasonable. When an application is made by the C.S. for an
assignment in evidence, the court will look back
upon the original cause of action and to make such
application effective it must appear that the debt
was just and bona fide and equitable as well as
legal, and if this does not appear to have been the
case an assignment will not be ordered.

Sometimes the assignment is made to the
debtor himself, and sometimes to another person;
it must always be to some inhabitant of this State.

It is to be for a determinate period of time, of
the price of labor estimated by the court, with
amount to the debt, costs, and interest.

It is a species of attachment, they
are bound by the court. Assignment in service
may.

No. 113 Gould is not very unusual. One court
have generally acted themselves of any apparent
cause for rejecting applications. They take
into consideration the age of the debtor, his state
of health, his domestic relations, his character,
and the reputation he has among his neighbors
and says that Gould was not at only one
Master and Servant

instance where the application was affected.

When the debtor is much indebted to others,
an assignment of service may provide a present satisfaction for their debts, and therefore this is a reasonable cause for refusing assignment.

But when an assignment is made it never can be made to a man and his heirs, because the authority of the master to whom he is assigned is personal and confined to his person, as to confidence. And for the same reason he cannot be assigned to one and his Executors at different or successive.

Now as to the several classes of servants

within the same law and one law, and the general rule applicable to each class exclusively.

But these are not applicable to masters and servants generally.

1. When the master is bound to a third person by the acts of his servant, and when he can take advantage of such acts.

The general principles that lie at the founda-
All contracts made with the servant as such, i.e., having authority confided to him in legal contemplation, made with the servant himself.
Master and Servant

As it makes no difference whether the contract was made with the express command or permission, or within the scope of the agent's authority by the master.

If an employer orders a particular commodity to be purchased for him, and in his name, it is an express command. If a servant orders to buy a horse for his master, and says to him, "you may if you please," it is an express permission, and if the contract is such as the servant would be answerable in the event of the business in which he is employed - it is within the scope of a general authority. The act express command or express permission is given.

And if a check of a store purchases were made or sold goods, etc., in either of these cases the contract may be declared, or found to be void as if the master himself had actually made the contract without the intervention of a Master Servant.

Here is no need of mentioning the Servant.
in such case. If a servant is robbed out of his master's property, the master may sue the robber, though he
and succeed. The act of the servant is the act of the master. If the servant is robbed of his master's property, the master may sue the
hundred upon the Act of 1554, and if the master is absent at the time of the robbery, either the
hundred, or the servant may sue the hundred - but not both, and the reason why the servant himself may sue is, as said
because he is liable over to the master. It may be true in many cases that the servant is liable over to the master, yet says
the judge, he is not liable in all cases - he is not liable in the case of robbery, unless by his own neglect or wilful
conduct, the goods so are expropriated.

But the true ground of his right of action is that the property by virtue of the Statute is
his as against all persons whatever except his master; so conclusive, it the possession gives him such a
qualified possession absolutely against all others that
Master and Servant.

He may recover them when taken away.

But when the master is present at the time of the robbery, the goods are deemed to be in the possession of the master, so they are taken from the master, and therefore the servant can recover no action in them.

But a recovery against the harran by the master bars the servant of his action, and a recovery by the servant bars the master, and a mere commencement of the action by one may be pleaded in abatement to an action by the other. And blank 145

The same rule applies in case of goods taken by a mere wrong done.

When the servant in such case brings his action, he declares on a *proposition* by himself as of his own goods, precisely as the master would if he should sue. This is a rule of pleading, but nothing furnishes as good evidence of law as a rule of pleading, and hence pleading is by 20 lose turned the king of the law. If the money of the master be gained from
The servant by any illegal contract, the master can recover it in the same manner as if it were
stolen from the master himself. But if the servant squanders away his master's money, there
being no fraud or illegality in the contract, the master cannot recover it, but his remedy lies
against his servant, all this proceeds when the
ground that the acts of the servant are the acts
of the master, for if money be obtained of the master
himself by fraud or illegality, he may recover,
recover it. But if he squanders away his own money
on the other hand, without fraud or illegality, he
cannot recover it. He is not to judge as what 138,580
is squandering and what not.

If the innkeeper's servant eats his guest the
innkeeper himself is liable. And if the servant
the said is not liable to the he knows
the figure to be bad and unhealthy, and the reason 138,580
figured it, because he acts as servant.
Marty and Servant.

This rule says (to go on) seems to me very questionable. I confess I feel better satisfied with the rule than the reason assigned for it. The rule I think is incorrect. Suppose the Rankeen command: his servant to place arsenic or other deadly poison into his guest's liquor—or suppose the servant should do it voluntarily, and death should ensue, the servant would undoubtedly be guilty of murder.

To also if he should outrage one slow poison calculated to injure the health of the guest; it would seem that he must a passion toable civilities.

But in itself is wrong, and in itself done, so that one person has no legal right to do a given act, another doing it at his command, is as guilty as if he himself had done it.

The servant is bound to obey such commands of his master only as are lawful and honest.

Suppose the clerk of a store represents the quality of goods different from what they are. The brows—ing opinion—know is that he does no more than his duty, to lie for his principal, and that he is
guilty of no wrong, but yet this does not alter the principle of law. Suppose I. S. commands his servant to cut down trees, burn his neighbour's house, &c. If the servant knows that they are not the property of his master, he is not bound by the command, the law does not consider him as bound, and hence he is liable.

But if said of the servant in obedience to his master's command, does one act a wrong of which he the servant is ignorant, he is not liable. Now if the master orders falsely to injure another, looks him up, and gives the key to the servant, who is ignorant of the false imprisonment, the servant is not liable, he being the involuntary instrument of his master's vengeance, and does an act which he itself is bishop.

But suppose the act done by the servant to be in itself unlawful, accompanied with what the law deemed force, then the servant is liable, whether he knew the act to be wrong or not.
The Master and Servant

Thus far, one of the commands his servant is not done under a
suspense of laws. The law of the master does not know that
it belongs to B. while he is liable - the law of the master
does not regard the intention, but the injury. 2.B. K37.8

Those acts of the Servant not done by the master's
command, either express or implied, are not regul-
arly deemed the acts of the master. When therefore the Servant acts without the master's com-
mand either express or implied or not in the dis-
charge of any authority or business with which he
is generally acquainted or specially entrusted by the
master, he is liable.

The acts of the Servant in such case are
not the acts of the master and hence the master
is not liable. Thus if the Servant leaves his work
in the field goes and beats another, the Servant
and not the master is liable for the battery.

And so it is if the Servant without express
authority enters into a contract not in the discharge
of his master's business.
But in such case the master afterwards appeals to the contract, it is binding upon him, and there is no exception to the general rule, because in now the

master's personal conduct.

It has been recently decided in England that if the servant while actually in the performance of his master's business commits a wilful injury upon another, the master is not liable.

The case was the servant wilfully drove his master's carriage against that of another—the action was brought against the master and it was held not to be. And the reason why the master is not liable is, that the act done is not in furtherance or pursuance of his master's business.

When this cause was first decided it was thought to be a novel doctrine. I was of opinion perhaps you'd when I first saw the case that it was opposed to

principle, but I am now abundantly satisfied that the principle recognized in this case is correct.

But mark the difference between this and another case. If a servant in the performance of his master's
laud and censure.

Suingly commits an injury upon another through negligence, or want of skill, to master is liable. Thus if a servant, in want of skill in driving a carriage, carelessly turns his head the other way when he goes by, with another carriage and injures it, the master is liable.

The master is bound to enquire for to find (as) on the servants' skillful servants—but he is not the insurer against the wantonness and want of skill of his servants. Such acts of the servant are his own voluntary acts; the master is liable for the servant as he is for another carriage, thrown from his master's carriage a widely stone with such boyed to force as to injure the carriage or any person in it. But any one suppose the servant is not liable. The law does not admit the idea, but how can this case be distinguished from his driving his master's carriage intentionally and violently against that of another man? All the difference in the case is that in one case the stone is the instrument the
maker use of, and in the other, his master's carriage. It is as exclusively the act of the servant, as in the former case.

A servant negligently drove his master's cart against the rear of another and broke a side of sack. The master was held to be liable. A servant drove his master's cart over a log. 481, 1186, 657; 5820, 582.

A surgeon apprentice through negligence injured one by attempting to dress a wound. The master was held to be liable.

If a Blacksmith's servant damages or injures a horse in forcing him, the Blacksmith himself is liable.

In a modern case, an action on the case was brought ag. the master for his servants willfully driving his cart ag. the Def. - the action was not sustained be-
cause the court said it should have been kept off in a comi. - The decision (ag. the goods) was right but the reason of the decision was wrong. The fact in case was the further action if any would be ag. the master - but the master in that case was not liable.
Shortly after this an action of trespass was brought before the common pleas ag the master for the tenant negligently driving his master's car ag another go and the court held and rightly too that care was the proper action and not trespass vi et armis.

It was in this case the court threw out a hint which by a subsequent decision in court of King's Bench has become a settled principle.

This was an action of trespass vi et armis ag the master for the tenant negligently driving his carriage ag another and the court held that no action at all would lie in such a case ag the master. Mr. Lord Kenyon here illustrated what he before gave as a reason for not sustaining the action in the case in J. & B.

It is a little remarkable that their decisions are all correct. The first and third cases no action at all would lie ag the master because the act done by the tenant negligently. In the second case the master was liable, but the form of the action was not suited to the case, it shoule have been case.

Where the master liable
In a fatal injury committed by his servant not by
The case was, a man employed by a to dig for him. A employed B, B employed C and C employed D, who undermined the wall of another plot, the action was brought against the master, and was sustained. I doubt, for being altogether the principle of this case is not satisfactory.
It was said that he was in defendants hands at the
first in which this principle can be advanced. I do not
like it when one is to say that this is not law, yet
I doubt the principle. The action will lie against the
intermediate tenants for him who actually employs
the wrong done. But (say, Am. Co.) of the doubt which
I have raised is founded a principle it will follow
that the intermediate tenant who employed the
wrong done is liable.

It has already been observed that the
master is not liable for the wilful acts of his servant.

I apprehend however says he found that
this rule applies to those cases alone where there is no

activity of contract between the master and the bodily
injured in which the master in point of contract is a

wenger to the bodily injured

I find nothing of the kind and in case which
contradict this rule.

Suppose a Blacksmith's servant in being a
souc wilfully damages his, the Blacksmith is liable
on the ground of the implied contract, with him.
& the reason that the bump should be done with skill and truthfulness, so it is with a factor, if his servant in his agreement-wilfully—so is his isolation of his, as the master inflicted engagement to do it scotch, and therefore the master ought to be liable. Suppose the master lends his servant to the master in a waggon and he himself goes forward, and matter a serious warranty to contract with all he needs that the servant shall not wilfully injure the carriages, the doubt but the master would be liable in case of wilful injury.

To the warranty of master and servant.

Is Post-masters are their Deputy's sound actions to have been made so large to subject Post masters to the defects of their deputies? But he now states that Postmasters are not liable for the acts of deputys.

His doctrine is founded upon sound principles. The Post-master himself is a servant, he contracts with the public for the faithful discharge of his duty, and in his line.

The public has the postage and companions.
Master and Servant

Law by wages or a salary. In analogy to the law's rules before laid down, that the master into whose service a servant is not liable for the acts of one employed by him, the postmaster cannot be liable.

But the postmaster is liable for his own actual defaults, and so are all his deputies respectively for theirs, the postmaster for his and the deputy for his.

The postmaster is liable for his own defaults - so he is liable for any action practiced in his office, and if money be obtained by any illegality the injured party may have an action of indemnity against the postmaster himself.

Thus far as to the general liability of the master for the acts of his servant.

But the liability of the master where the conduct of the servant, requires a particular consideration. It is a general rule that the master is bound by the contracts made by him by his servant when the latter acts within the scope of his authority delegated to him by the master, and this authority by
A general authority is one which is not confined to any individual contract, but which extends to contracts generally, or to all contracts of a certain kind or description, as where a person employed to purchase necessaries for a family, or a clerk in a store, whose employment extends to the making of all contracts, in the course of trading— as the sale of goods and the share of produce. There are termed general authorities.

But an authority may be still more general, as being one in which it makes all sorts of contracts. A special authority is one which is confined to one or more individual contracts, or transactions, as if one employs another to buy him a horse, or a farm, or to sell one.

An express authority to contract requires

in its definition, it is merely an authority expressly,

given. A general authority may be implied from the

customs generally usual, or frequent practice or

where one employs another to buy or sell in compen-

sation. A special authority may also be implied,
The master, having no personal experience, may suffer a servant to make a contract in the presence of his master and to certify for his master, and the master knowing it does not prohibit it, his silence and acquiescence are construed into an implied authority to make such contract, for the master is qui non prohibet non prohibere potest.

If the master has made it his practice always to fund his servant to purchase necessaries with money to pay for them, and never to forbear them to have in any other way, the master is not bound to answer for any purchase by the servant unless out of the master, and these the two articles were similar, because the servant had not been in the habit of taking up goods on credit.

It is otherwise where the master usually or frequently permits his servant to purchase upon credit of the master.

In that case he gives the servant credit with some particular merchant, or as the case may be with the seller. But in general if the servant without pay
Prior authority purchases articles for the master and such articles come to the master's use, the master is liable. The auditor had been given to the servant before.

This using such articles is construed into an agent subsequent, and not a sort in which a satisfaction of the contract at issue.

But suppose the master has given his servant no general authority either express or implied, but in a particular case gives him servant money to buy certain articles. The servant embodies the money and purchases the articles upon trust for his master, which articles afterwards come to the master's use, the master suppose, they are paid for. Is the master liable?

This is a question which remains unsettled in the books, and about which there has been much doubt, but it seems to me very clear that there are principles already established sufficient to decide the point. I suppose the master in such case is not liable. In other cases where articles come to the master's use, the law proceeds upon the ground of an agent subsequent by the master, his using the
article is considered as an implied consent to the purchase. But in the present case, the master is by the submission ignorant of the trust, and he can a man upon the account he is ignorant of. He does not know of the existence of such a transaction, and the law can never suppose that he has appointed to it. The fault or negligence lies upon the master, and not upon the servant, for the master did not intend to give the servant credit with the merchant, but the merchant was so unwilling to trust him, and the general rule is that if one of two innocent servants must suffer by the act of another, the loss ought to fall upon him who trusted the rogue.

But this a master has permitted his servant to trade in his name, yet he may discharge himself from future liability by forbidding such merchants from trusting the servant in his account, and if the credit of the servant has been public, he may discharge himself by advertisement. But the master cannot retract the servant's authority to contract by any thing known only between the master.
and Servant, as with the master, be discharged from liability, as to contracts made afterwards, by a cessation of the relation of master and servant unless such cessation be actually known to the master. In such case the master, on the master's account, or merely the same to a matter of public notoriety or common reputation, and the rule in such case is that the prohibition not to trust or the notoriety of the separation should be as public as the original had been long prior to the separation.

If a Servant in making a particular contract or selling goods, make a warranty as to the quality of such property, the master is bound by that warranty, unless the master expressly reserves him from making such warranty.

And where the Servant in making a contract of warranty acts within the scope of a general authority, even in express restriction not made public, and not made known to the purchaser, will not exonerate the master.

But if the master had expressly prohibited the
Tenant from making a warranty, then the tenant having
will not be liable on the warranty.

But it is asked what is the difference to the
purchaser who knows not whether the tenant is au-
thorized to make a warranty or not? Suppose the
Tenant of an having a lying stable, where ordinary
business is to sell and warrant horses, warrants
it horse to the purchaser, how does the expense command of
the master, yet the master will be liable, because he
acted within the scope of a general authority. The
purchaser had a right to presume that the tenant
had authority to warrant; and this act with having
any private restriction unknown to the purchaser.

But suppose one be authorized to sell a
particular house with an express restriction not to
warrant. Here is no general authority: the purchaser
has no reason to believe the tenant had authority
to warrant: he may perhaps infer from his being
satisfied with the house that he had a right to sell,
but not to warrant him further. But if the tenant
has in fact no authority to sell the house
cannot even hold the house on the master the bondsman
in the hands of the assignee when himself, and so hold in
later when win the assignee or the tenant-right of
warranty, and no action will lie ag. the master on
such warranty. This rule (say 976) is founded on
the best reason, and soundest sense.

It appears that a very leading case in
Browne's by South's House, is of questionable authority,
the case was A having a counterfeit jewel sent
to the coast of Barbary for the purpose of
selling it to the king of one of the Barbary
kings, it put it into the hands of B a broker living in
Barbary because I was likely to have access to the
King; after it was sold to the King and the records to
be counterfeited to the broker was imprisoned till he
paid £900, it was brought his action against A the
maker, a genuine buyer, and it was held that
his action would not lie because it did not ex-
pressly command his servant B to warrant it, but
according to the rule before laid down he is such 37, V. 28.
Master and Servant

Chapter 4: Accounting

Another case is to be found in the case of the

Judged equally questionable. It is said between a

Bank and a Tenant, that if the Bank directs the Tenant to sell his

share of a particular share, and does not tell him to sell it

to any particular individual, his money is not liable on the implied warranty that the share is sound.

If a merchant takes title to the goods of his master

and represents the quality, the master is liable.

The Tenant himself is not equally liable for

contracts made in his name. But if the Tenant

clearly takes upon himself the responsibility, he

may subject himself upon such contracts as

he thus takes to responsibility when himself, he

does not act in the capacity of Tenant, but in his

own right, independent of his master.

Thus if a Tenant sells a house and warrants

it in his own name, not for the benefit of the

bank, yet the warranty will bind the Tenant.

And undoubtedly if a Tenant makes a contract in

the name of the landlord, when he has no authority

from the master, not of a particular, but by which the
must himself. He is not bound, the servant must be personally liable. When one assumes to contract without authority he is only bound and it may here be observed that any one who acts for another and under his authority is to be considered his servant for that purpose. Thus if a wife makes a contract for her husband, he is liable for the contract he cannot be by reason of commerce, and so it is if a minor makes a contract for his father, the father is bound for and not the minor.

But that has introduced a new rule when the subject of provides that any person under the government of a master, parent, or guardian who is authorized and allowed to contract for himself, and does contract for himself, i.e., for the servant, the servant, master or guardian shall be bound by such contract, and such contracts as against the servant are according to the decisions of the United States Supreme Court, of course, not only binding but valid.

A case occurred in Maryland (Fairfield County) also, where one man Francis permitted his son a minor to go into trade by himself, in company with
Marl and Servant.

another, under the firm of Isaac & Co. They afterward became insolvent, and a creditor of the company brought an action against the firm of Isaac & Co. and the action was sustained.

In another case a widow and her minor son set up trade together under the firm of Isaac & Co., and they became insolvent and a creditor brought an action against the widow alone which was sustained.

But that were intended by the word "attorney" all clavers of masters and servants, factors, agents, attorneys, and others of the fifth class above were intended. But it seems (P. 171) that it extends to all other servants than slaves, and such apprentices, and personal servants who are under age, such as are under the domestic government of a master's, his stay bachelor, &c.

Thus far as to the liability of the master for the acts of his servant.

Next consider how far the servant himself is liable for his acts and defaults, as to matters and
The great general principle as before —more is that for those acts of the servant which are done by the master's command either express or implied, the master is liable, and on the contrary those acts of the servant not done by the command of the master, either express or implied are not binding upon the master.

It is also generally true that those acts of the servant not done by the express or implied command of the master are the servant's and not the master's.

For the purpose of determining what acts are acts in fact or in law done by the master's command it is to be observed as before that acts done by the servant not in discharge of the business or authority with which he is entrusted by the master are not deemed to be done by the master.

Thus it follows that the master is not in general liable for the willful acts of the servant because they

This is a handwritten page from a book, preserving historical text. The handwriting is clear and legible, with no significant errors or omissions. The content is a legal discussion on master and servant liability, with a focus on acts done by the master's command and those not done. The text is detailed, providing a thorough explanation of the principles involved.
are not done in discharge of the master's business,
and so the master is not liable to the servant only (q. d.),
but by where there is a privity of contracts... 643, 568.

Some cases these are in which a stranger who
is injured by the acts of the servant may have
his remedy either ag. the master or the servant,
at his election, and from an examination into companion
of the case may all go? I take the rule to be this:

If the servant—in the performance of his master's
business does an injury to any one, either through
carelessness, ignorance, or want of skill. the Servant
as well as the master is bale to the party injured
provided the transaction in which the Servant was
engaged was not founded upon any contract or upon
the right to leave between the master and the injured party. 109, 328.

Thus suppose a Servant drives a carriage in
pursuance of his master's orders, and by negligent
driving injures the carriage of another, the Servant
as well as the master is liable, and the rule is the
same that it were done through ignorance or want
of skill. Every person committing a trespass is liable...
The law of Torts does not regard the intent when the action is brought against the party immediately injuring. Suppose the servant drives his master's carriage ag the horse of another, whether willful or not, the servant is liable - as is of he runs of another while in fact.

But if the handcart in which the servant was engaged at the time of the negligent injury, was treated when a contract expressly implied to have the master into the injury, I conceive says all of that the master only is liable, and the servant not. I do not find materially the negative part of the case in that the servant is not liable, laid down in the texts, but I apprehend the case with support the position.

Suppose an application of a Blacksmith, farmer on horse negligence, the master only as I conceive is liable, the servant cannot be considered as a wrong innocent to the farmer. Any of the Blacksmith had done it himself, he could not be a Blacksmith.
because of the treatment, he has the lawful protection, but what the servant by virtue of his occupation.

The injured party has no right to complain except as to the injury consisting in the breach of the implied contract to show the horns and the party of the contract. Hence it follows that the master alone is liable. To this rule however there is one exception, and that is, in the case of the master or his agent. The master is liable as well as the owner, to the injured for any damage occasioned by the negligence of the master, even though the freight charge was founded upon a contract between the owner and freighter only.

The owner and freighter are often citizens of different countries, and the rule is founded upon general convenience and policy. The master resides in both countries. The master is the master or rather an officer of the owner, than a servant to whom he is subject to the rules of master and servant.
Thus far as he the liability of the tenant in cases of negligence, ignorance, and want of skill.

But if a tenant commits a wilful but he is liable in all cases to the rent he injures, even if the transaction was entered on a contract between the master and the tenant injured, i.e. he is liable even if it amounts to a violation of the contract or not. And the master is also liable if it amounts to a violation of the contract.

Thus between the tenant of a Blacksmith willfully burns the house of another person. This is an act of his own, not done in the performance of his masters business.

An action of troth upon fact will not lie. it is an offense of the Receiver for an own pay made to him, but application must be made to the government under which he acts he receive it for the government not for himself. But an action will lie against any other public officer for money illegally obtained from an individual, for how he acts for himself. It is his own willful wrong, and he shall be held liable to any other wrong done.
If an attorney brings an action for one wrong, and knew that there was no cause of the action, he is not liable for bringing this suit. Law given in the books is that he is a Servant, but the true reason is that the attorney is not to decide whether his client shall bring an action or not. His business is to give advice.

There must be no bond, however, in the hand of the attorney, he is no more privileged on account of his profession than any other man—such a stuff attorney after having suffered a great deal suffer and judging. The debt he was held to be liable.

This far as to the liability of the Servant to third persons.

But the Servant in many cases is liable to the master for injuries done to him. Thus he is regularly liable for all willful wrongs and negligences by which the master is injured as when the Servant was entrusted with the care of his master's cattle and by negligence permitted them to loose to death.
or where he wilfully destroys his master's crops.

And upon the same principle, if the servant
lends goods which are distillable, before the duties
are paid as security given for the payment of
that duty become perfected, it was held that the
servant was liable to the master.

But no action will lie ag the servant for more than
of dyes when no damage is sustained: neither will
an action lie ag him for mischief or misbehaviour,
these are grounds of correction.

But if the servant distroy any lawful com-
and of the master and any damage ensues in
consequence of it, the master may have an action
and the rule is the same where there is a neglect of
stilly on the part of the servant and a consequent
damage sustained by the master, the there is no
enump command, as if an attorney neglect of the
cause of his client.

But for the purpose of ascertaining what is
negligence or neglect of duty, it is not the fault
the servant himself who

states for diligence and fidelity, and not regularly for strength and skill, and hence the servant is not liable for losses occasioned by want of skill or strength in he execute the commands of the master may require more skill or strength than the servant has, provided but diligence and fidelity are presumed to be in his power.

Suppose a mechanic employs a journeyman and gives him wages for all necessary work with the intention to be excused by him in his professional skill for a breach of such implied engagement. But if he conclude such journeyman would be liable to his master as employee.

But the servant is not liable for his master's goods when occasioned by robbery, but if he should willfully expose them he would be liable. The servant is not liable for losses occasioned by inevitable accident as by lightning. And as the servant is liable to the master for any act immediately injurious to the master, so in general the servant is liable over to the master when
The master has been injured by an injury to a third person, occasioned by the negligence of the servant. If the misconduct of the servant has excited the master to take it, it follows that the servant must answer to the master.

This rule however does not apply to cases where the master is actually a party to the wrong done, in this case they are joint tort-feasors, for in tort-feasory each joint tort-feasor is liable for the whole wrong done. He who cannot maintain an action against his co-tortfeasor, for his contribution of the damages received, this is a rule of policy to make the master answer.

As to the master's authority, once his servant:

The master has by law a right to shorten his servant for any breach or neglect of duty, or for disobedience to his commands, excused in his manner directed to.

This right of the master is nothing more than a right necessarily incident to the relation, it is an authority which every free servant has a right to.
exercise no action can be maintained in these cases against servant—

But this correction to be justifiable must be reasonable. It must be in some measure discriminating with the master as to the severity of it.

This will obtains between a Schoolmaster and his Scholars, he has a right to correct them.

But this general rule cannot apply to every species of servants, and especially if it seems somewhat unreasonable, that the Elementary writer should lay down such general rules without discriminating between the several steps of servants to which they will apply. This rule as to chastisement cannot apply to the 3 st. class of agents, there is no right of correction as to them.

And as to épiqueur, I should doubt very old guides whether the master has a right of correction. It is certainly not practised in this country and I have no idea that they profess the right indignation than the employee of a Cayson or of a
Blacksmith. If you think properly that this rule relating to the master's right of correction applies only to those servants who belong to the master's family such as are under his personal care, but it will apply to places named servants and apprentices and I think it even applies to this last by the year, but I should have some draft for this. But this rule does not extend to all who live in the family or lodgers &c.

In court the master may come at his debtor assigned in service for he is a person of affection but the the master has a right to correct yet if treat a servant of full age, other than slaves and apprentices this said that is good cause for departure however improperly I think that cannot extend to personal servants. It may apply to labourers by the day, month, year &c.

This correction must be reasonable. Hence his said a master cannot justify a wound. A distinction is to be made between a wounding as a
When a master — every hurt is a battery, but every hurt is not a wounding. Wounding always means some laceration or hurt which occasions a constitution, and when done by the master is deemed to be unreasonable. Hence in an action of assault and wounding the master he pleads a wounding for disobedience, his justification — he should plead the good faith as to the wounding, and that a battery may be justified by plea of disobedience.

And by the 14th 35 of Anne when the master is sued for beating his servant, he is allowed to plead double i.e. not guilty to the whole, and justify as to part of the trespass.

When a master would justify for a battery upon his servant, he must state the retainer i.e. the contract, to show that he is his servant, the place where, and the business in which he was employed, then all being made apparent.

The master cannot delegate his authority to another to commit so because it is bounded on.
If the master do commit his servant to the 45th 1769
bail, he will be guilty of a criminal homicide, mans. 1 Flack III
45th 1769
a criminal, according to the circumstances said 267
of the case.

As the servant may in certain cases place himself in his master's stead as well as shown here-
that it is a rule that the servant cannot avoid
one and given to a third person, by the deed of
the master, as if it be a deed to release the
master from prison, it cannot be avoided on ground
38th 389
of thefts of the master.

In the master's remedy against third be-
cause no damage sustained by himself in con-
sequence of an injury to the servant.

In general the master has a right to recover
against third persons for any injuries not done to
the servant in consequence of which he has sustained
a loss from the injury done to the servant. Hence if
the entries away another servant the master may
have an action, his for the loss of service. He

End 56
and 52
thereby
Master and Servant.

action being laid with a per quod the action is
law, and the per quod is the gist of the action.
And if one's servant is fraudulently taken away by an-
other, the master may maintain an action of
libel for a per quod at the behest of the dam-
gerer. And this is the proper form of action...

And if a servant without notice leaves his master's service and is employed by another, and
retained by him, knowing of the former retention, an
action for loss of service will lie ag. the latter
master. But its necessity is this case that the
master show that the theft and knowing of the former re-
tenion. It is not justified that an indictment will take
and hiring one for enticing away the servant of this the
other, even if there is a possible listing.

If a servant is beaten he and the only real
cause is an action for the battery i.e. the beaten, the in-
jury is a personal one, and the master has no right
to the action. But if loss of service is occasioned by
the battery, the master may have an action in this.
Hence a recovery by one is no bar to an action by the other in this case.

But in this case the master must declare with a protest for without this the declarators will be dismissed. For if service must also be actually served, or the action will fail.

A minor child is a servant within these rules, and an adult child is the case may be. A minor child is a servant within these rules, and an adult child of course a servant of his father — or the father is bound to support and educate his child, so he has a right to his service while a minor. If then this minor child has been beaten the may recover for life of service, not on the ground of the relation of parent and child, but of master and servant.

On this principle a parent or one standing in loco parentis may have an action for detaching his daughter. This action also arises out of the relation of master and servant, and not of parent and child, and both of service must be alleged as the ground of the action, but this is by no means the
only role of damages, in the ground of damages in the relation of parent and child.

I have drawn another damage in such a manner that the servant dies, the master has no remedy, for the civil injury is wrong in the public wrong and injustice and property are both suspected in the question. There is nothing left to satisfy the injured party.

But in this case where the servant’s property is not affected, it is reasonable to conclude that a civil remedy remains to the injured party, viz., to the master, because means of recovery are left.

If a surgeon employed to cure the wound of one servant injures it by improper treatment, so that the master loses his service by reason of such treatment, the master may have his action for good prejudice against the surgeon.

But one element would find it nowhere laid down that if the injury is occasioned by the negligence of the master, the master may have his action against. The rule laid down is that if he willfully injure so, I am therefore inclined to think
That the action will not lie in favour of the master,
when there is no stipulation made to the servant in con-
sequence of negligence or want of skill or both of the latter.

The question is now decided, and that the servant may in
this case maintain an action ag. him.

In the case of negligence or want of knowledge
of the former remarks, is the cause bad and full satisfac-
tion required of the servant to be first in an action ag.
the master - the master can have but one suit for action.

But whether a recovery merely, without satisfaction
ag. the servant with can an action ag. the master - a,
is a question not yet settled. The question came up before
the Maryland co. court of things, but no decision
was given. Where then is the point and formal con-
tract, a recovery without satisfaction ag. one does not
lie an action ag. the other - but seems in case of
joint loss or one. A have recovery ag. one lost person
in action ag. an action ag. a solvent person, there be
satisfactions. But the present question is different
from either of them. The servant and master are not
joint and several obligations from joint trespass. The master is liable upon contract, and the tenant in
res ipsa in the case. However, I say still, I am inclined to think that a recovery ag the tenant will
be the action ag the tenant, where there is no satisfaction. It cannot be denied that the servant
participates in the wrong by voluntarily going away.
I however think it doubtful on the one hand whether
it is recovery merely ag the victim who has the action
ag the servant; both damages for the breach of contract
under the law of the damage for the breach of contract between
the master and tenant. It would seem less probable
than that damages for breach of contract would
repair the damage for enticing the servant away.
But from this consideration it would be reasonable
to suppose a recovery ag the stranger would not
be the action ag the servant. But no more than
nominal damages would perhaps be recovered, this
being a matter to be left to the jury.
As to those acts
which the master and servant may mutually
Justify in each other's defense.

At common law it is an offense called maiming, for one to stab and slit another in maintaining an action. But a master may strike his servant, and a servant his master in maintaining a duel, and not be guilty of this offense, and this is the ground of the relation between them.

A servant may also justify a striking in defense of his master, and may use the same force which the master himself would have used, for they do he into himself in the place of his master.

But a servant cannot justify a striking in defense of his master or in defense of his master's goods. An assistant servant in the house cannot a breach of the peace.

The servant may, however, justify a striking in defense of his master's goods, but he cannot in defense of his master's goods, his right extends only to the defense of his master's person. Whether a master may justify a striking in defense of his servant is a question not
yet little. These who advocate the negative say, the
wrong has its remedy by action for loss of service
this reason my chief? is very unsatisfactory, what
of the wrong does it prove and unable to respond dam-
ages? The damages service is a right to property.
But any man may justify a battery in defence of
his goods. His freedom right, or he may have
an action of trespass and because he may have
trespass. It is no reason why he may not justify a bat-
ttery in defence of his goods, and therefore ought
not to apply in case of battery in defence of one's
person. I take the better opinion to be probably
that the master may justify a battery in defence of his
servant. This is the opinion of Justice Blackstone and
others.