The mode of appointing sherrifs in England is very diff. & diff. in diff. states. In this state he is now appointed for three years by the legislature. In England he is appointed by the king according to the Act 43. Sherrifs. 1 Bl. 340. 1.

The Sherrif must reside in the county for which he is appointed because he is a county officer & has no original jurisdiction out of his county.

But where it is necessary to go out of his own county to complete an official act begun in his own county, his authority extends out of his own county.

If the Sherrif is commanded to deliver a prisoner to court in B. & his authority to carry him to B. for every official act is deemed in law an entire act. The completion has reference to the inception.

If a prisoner escapes, the Sherrif may pursue & take him in another county. he could not go out of his county to make the original arrest. (66) p. 37.

His authority in some cases may extend beyond the duration of his office where it is necessary to complete an act begun during his office. He must complete the act begun — for the execution of legal process is an entire indivisible act. The completion has reference to the inception.

And it makes no difference in this case as to his authority expires by its own limitation or whether he is turned out of the office
Appointment of Deputy,

A case of great celebrity arose in a State where a man was convicted contrary to law.

The rule holds as constables within the limits of their particular jurisdiction.

The sheriff may at common law appoint deputies who are his representatives or substitutes for such as have authority to execute all the ministerial duties of the sheriff's office. Art 13. Sect 240. Art 357.

By a st provision of the state a sheriff of one county may be appointed a deputy of the sheriff of another county; or then the sheriff so appointed may act as deputy in one county or as sheriff in the other?

The deputy is removable at the pleasure of the sheriff. But while the deputy is permitted to remain in office his actual power cannot be abridged by the sheriff — Sect 95. Sect 13. Art 357. So while the sheriff is in office, he is bound by an oath, pursuant to the sheriff to execute his duties. Shiffs sometimes have induced deputies to sign a contract that they would not execute probates over a certain amount to pay such a great is paid in a deputy may not by any contract bind himself not to execute any of his official duties. (16) Sect 64.

In England the deputy always acts officially, only in the name of the sheriff never in his own name. In the deputy is not at common law a known public officer hence orders are never directed to a deputy — Sect 96. Sect 65.

And this is the meaning of the rule that an under sheriff cannot return a writ in his own name. Sect 65. The endorsement must be made in the name of sheriff.
But in this state, by 26 a Deputy may act in his own name. If he is known public officer & writs may be directed to him & usually we find writs of habeas corpus civil.

Yet even here a writ directed only to the sheriff may be executed & returned by a Deputy without a special. R 237

A Deputy may not delegate his authority by appointing a sub. Deputy. A representative must act in his own person & never by proxy. This is a principle of common & constitutional law. Upon this principle a poor voter by proxy in England is a member of the house of commons cannot. But a Deputy may lawfully command the assistance of a third person in the performance of his official duty. He may empower another person as an agent to act in his company or presence for here is no assignment of authority. (38) 2 P. king’s case 146 & 216. 4 B. & 12 442

If a sheriff directs a warrant to two persons either of them alone may execute the warrant. For the act of being a public officer is severable. See 2 East. 161. 2 H. & 4. 4 B. & 12 409 note 1442.

There is a distinction in this respect between a public & private authority. Thus if a person of atty. or 846 to sell his property he & that can alone sell the property.
If a Deputy is guilty of any neglect of duty, the Sheriff may maintain an action on the case, at his own expense, and by an action for the recovery of the damage sustained by the injured party for the neglect of the Deputy. 4, 34, 44; 1, 119. 4, 44, 443.

4, 34, 44, 119. 4, 44, 443.

The Sheriff may immediately bring this action.

The usual remedy for the Sheriff is an action on his bond.

The Sheriff is ex officio keeper of the common jail in his county; by common jail is meant the jail required by the common law.

The jailer is therefore a sort of under-sheriff appointed removable by the Sheriff, therefore no longer a sheriff. 4, 34, 44, 119. 4, 44, 443.

And the Sheriff has regularly no right to confine his prisoners in any other place than in the common jail, unless expressly authorized by statute. Therefore, if the Sheriff confines a prisoner in any other place than the common jail, unless authorized by statute, he is liable for false imprisonment. 4, 34, 44, 119. 4, 44, 443.

Now in this State with the exception of New York there is but one jail in each county.

If however, the common jail is destroyed by accident or is from any cause there is no common jail in the county, the Sheriff may constitute his own house or any other building a temporary jail, for it (see next page) is the Sheriff's duty to provide a jail. (A stable)

In this State when a county is destitute of a jail, persons in said county liable to be imprisoned may be committed by lawful authority to the common jail of the next adjoining county. 4, 34, 44, 443.
The sheriff himself cannot in this state be imprisoned at all in his own county in a civil action for he is keeper of the com. jail and may do what he pleases with it. If therefore the sheriff is arrested the arrest is void for he is keeper of the jail and therefore cannot be imprisoned. Kil 45. and also decided that the writ will not issue. The rule does not prevent a sheriff from being arrested in another county.

In Kil 46. it was decided that if the sheriff was arrested in civil process the writ must abate but I do think this wrong. For a copy is sent to hold him to trial &c. (the last).

Where a sheriff is arrested for a crime the rule of the common law is that he may be committed to a prison out of his own county tho taken in his own county. 3 B. Com. 399. 3 B. & D. 399. 1 B. & D. 106. 1 B. & D. 106.

In the state of New York it has been decided that if a sheriff is arrested by a coroner the coroner must imprison him in the coroner's house. 6 John 22.

This rule was adopted in analogy to the case of a sheriff who makes an arrest when there is no jail in the county. If then he has no authority to constitute his own house as a prison. But a coroner has no authority to make a jail when there is none. 4 B. & D. 106.
Seabob of Ships for the Deputys (18)

But for the private acts of the deputy unconnected with his official acts, the ship is not liable.
And this is the principle which is acknowledged in the case of master & servant.

Brow. A. 175. 1 L. Co. 146. 1 Rool. 94.

In consequence of this latter rule it has been doubted whether if the deputy has an act on the goods of B when the act is after the ship is liable. But at present it is settled that the ship is liable for the deputy has acts officially.

3° Wilson 309

And it has been decided in this precise case that the ship is liable to B for trespass reatum but this is a departure from the general rule. The action in such ease is usually trespass on the case.

Doug. 42. 2 Bl. 3 332. 1 Vle. 352.
May 57. The reason assigned is an artificial one viz. that the ship & his deputy are considered only as persons. 2 Vle. 332. 2 Bl. 2834. In the case of master & servant the master would be liable only in case

For any defect of official duty on the part of a deputy, the ship (the only) is liable to the person injured and the ship has an immediate action ag. the Deputy.

Doug. 403. 406. 1 Bac. 18. 5 65 87
2 Vle. 363. 1 Rool. 94. 1 Bac. 443.

The reason of this rule is that as the deputy is not a known public officer no action can be maintained agst. him as a deputy.

The rule would be the same in case of neglect of duty by the deputy where the ship (only) is liable to pier. Deputy neglects to return a work for the same not being directed to the Deputy the work does not show that the Deputy was bound to return it.
Liability of Deputy for the Act of the Sheriff

But for a positive tort committed by the Sheriff, both Deputy and Sheriff are liable for the act itself. If the Deputy breaks the outer door or window of a house, both Deputy and Sheriff are liable.

1. Sect 18. Every person who commits an assault shall be liable for the damage caused. If the damage is caused by the Deputy alone, the Sheriff is not liable.

2. Sect 106. If the damage is caused by the neglect of a Deputy appointed at the request of the Sheriff, in the nomination of the Sheriff, the Sheriff is not liable to the Deputy in the proceeding.

In this state, however, a Deputy is liable as well for the neglect of duty as for positive torts, for he is held as a public officer by statute. But the liability of the Deputy does not exempt the Sheriff. Neither are liable at the election of the injured party.

All the above rules relating to the liability of the Sheriff for his Deputy apply to the Jailer. For jailors are deputies for the purpose of keeping the prisoners.

If a Sheriff dies after the death of a prisoner in the jail escape before another, it is a question that no one is liable if no one assists them in escaping. 366, 72, 606, 366

4. Sect. 445. For the death of the Sheriff, the fact of his excommunication revokes the authority of the jailor.
But suppose during such an interregnum the jailor merely omits to enlange his prisoners is he guilty of false imprisonmeont? certainly not for he cannot be obliged to enlange them and indeed he has no authority to enlange them.

The Authority & Duty of Shf & f & de & p
By the common law the Shff is a judicial officer as well as ministerial de 1 Bl. 343. 4 (4 Bl. 445.)

In this state the authority of Shff is merely executive & ministerial. As conservator of the peace he is an ministerial & executive officer. 

A ministerial off is one who executes the law in obedience to some other authority.
An Executive off is one who executes the law in obedience to the law itself. not to any other authority. The Shff as conservator of the peace is said to be the highest executive officer of the county 1 Bl 343. 1 Rob 257. it he is the highest executive county offices.
Duty of the Sheriff as an Executive Officer

4. He is bound to apprehend all persons without any warrant who attempt to break the peace, and to send them to keep the peace, and to bring them to the peace. He is bound to apprehend traitors, felons, and all high offenders, and to imprison them.

3. He is bound to defend his county from invasion and from enemies abroad as well as from insurrection. See 1 Stat. 343, Sec. 168. 4 Stat. 430.

And for these purposes, he has authority to command the peace constables to attend, and he is in this state empowered by law to do those things which he is required to do by the common law.

He may here command the assistance of all of age and ability within his own county, constables within their limits, have the same power.
As a ministerial Off he is bound to execute all processes properly directed to him, and if he neglects his duty he is liable to imprisonment. He is liable in banco for an action on the case if not returning a writ whether it is executed a not.

In English In such case a summary remedy is obtained. Doug 1416. 42 H 4 Bl 393. 3 Bl 291 now in Book 39. 

If the sheriff's writ is not returned by him, it is a rule of court that he shall return it, and if he neglects he is proceeded against by attachment. And the sheriff or deputy may as a ministerial officer command the peace comitatus when resistance is made or expected.

11 Bac 1483

In this state he has the same power and with the advice of the justice of the peace & in such cases he may call out the whole militia as an organized body, I take the command.

As "shiff" St Looen.

A sheriff or deputy may go to break the outer door or window of a house to arrest him or seize his goods on any civil process.

The foundation of this rule is to be sought for in feudal customs S 70 91 24 Lord. 4 Bro 1907 40 16 Ch 6 64.

Kyl 333 It is said that if the sheriff was permitted to break open the dwelling house it would be exposed to thieves. & by the stat of bonis it is bound to give a written receipt for every article delivered to him (if required) and if he refuses he is liable.
Breaking out doors 

It was formerly held that when the outer door to a house was broken in a civil case the action was good but the Offender liable for 

§ 60.92 by 5 Collp. 155.

But the modern practice is to discharge a person arrested in the manner in a summary way by motion. This supports the execution of the process to be void. Still the & may use their discretion in such case — bow.1. 2 Bl. 2. 328.

2 Bac 387. 4 Do 154 note 554. If the person arrested had been guilty of any misconduct the & may grant this summary relief. If the party arrested cannot obtain relief by motion he may have recourse to his writ of habeas corpus which is cheek. The & cannot be denied.

What is legally necessary to constitute a breaking? To constitute a breaking in this case there must be a violent breaking of some fastening intended as a protection. There must be some violence such as involves a breach of the peace. There is no precise law however which defines breaking. In the law of burglary the lifting of a latch is sufficient to constitute a breaking.

This breaking is construed strictly as the person to be arrested & in favour of the thief.

And when the thief has lawfully gained admission into the house on refusal of peaceable admission into the inner rooms he may break the inner doors & sheets &c. But he must not do this wantonly. Bow 67. 62. 263 Esp. 1st 604 605. Comb 17. 327. Comb 24.
The privilege of castle extends only to
the person who resides in the house to
which takes refuge in the house of 13 & the sheriff
has an ex parte civil process at 14. in this case
on request for admission by the sheriff he may on refusal
break the doors windows.

The 13th 15 & 16. 21 Bac 465. some of its goods are in
the house of B.

Let a justice in latter times have restrained
this privilege as far as possible. and it has been contended
question in these states whether (21. 15.) it ought to be
allowed at all. but it is allowed at certain as in England.

On a criminal process this privilege is
not allowed. the sheriff even in this case
may not unnecessarily break doors windows.

On a process to compel a person to
find security for keeping the peace. after demand of admission
the sheriff may break the.

The rule is the same on forcible entry
in detinue. (22) in this as well as the last
process is a criminal process.

If a person having committed felony
is pursued with or without warrant & by a public
or private person. his house may be broken. 21 Bac 455
22. 134.

But if he is not proved to have
committed felony. the person thus acting without
warrant may afterwards be sued in trespass for
had of his. (22)
One's drilling horse may also be broken so as to supply an officer or be prevented from working. If the officer is in the habit of writing letters, this may be done by the officer of the day, who is to give completion to the letters.

Note: This instruction holds only of those persons who are appointed to the office of the day. If it is not in the hands of the day, the person in charge of the letters should send the letter to the judge of the peace.
The rule in the same with regard to a store, the a diff opinion formerly prevailed in this state. At present it is the practice to break open stores that have been no direct decision on the point.

If a shiff's bailiff attending the shiff canfully enters the mansion house, the shiff may freely enter the house to rescue the bailiff of being in the may arrest the person or attack his goods.

Ero Pae 535. Psalm 52 4 Bar 456

And if a person once arrested in civil proccep escapes to his house, the shiff may, then if necessary, break into his house to retake him. This is always the case in escapes. Psalm 524. 1 Roll's B 138 4 Bar 456. For the original arrest attaches in the off a right to the custody of the shiff. Sand 593.

If a person illegally arrested by the breaking of a 1 is afterwards arrested on another proccep, the last arrest is good which some collusion between the Officer is seen. if collusion (ag 2 Bl 1829) Est. Big 600.

By 31 29 Bar. No civil proccep may be executed on sunday 4 if so it is void. We in born have a similar statute. The Shiff in such case is liable for false imprison

This is not a rule of the En. If the shiff on bouny seizes goods he is liable in trespass. If he arrests the person he is liable in false imprisonment.
In this state different opinions prevail as to the meaning of Sunday, but now it is settled that Sunday now includes only the day light of the first day of the week. (Cob Blas 541, Fox v. Abel — 5th Dist. Court Com. Ed Of 1821)

But the state rule applies only to original arrests. A prisoner who escapes may be retaken on Sunday, for this the state makes no such exception yet such is the reasonable construction of 2 Ed 4th 626. 6th Mod 95.

2 Ed RAye 1828, 6th Mod 283.

Now the reason of this exception is that the exception is only a means of continuing the off's prior custody. The off has the same right to retake a prisoner as to resist his escape. He undoubtedly may resist his escape on Sunday.

In case of an illegal arrest the & will discharge the prisoner on motion. 6th Mod 95. 4th Bae 156 15th Mod 95.

And if the & should refuse his motion he has remedy by habeas corpus or if the & is not in session —
Doctrine of escapes.

An escape is an unlawful evasion of legal restraint or custody. 2 Bac. 233. Tit. Escapes.

When therefore a person being under a lawful arrest evades that restraint either violently or clandestinely or is suffered to go at large before released by law, the party escaping is guilty of a wrong either civil or public according to the nature of the arrest. (24) If the process by which he is arrested is a civil process his escape is a civil wrong. If the process is criminal, the escape is a public wrong.

It is essential then to an escape in law escapes that there be a previous legal arrest. Ex. Dig. 607. 8. 9 bow. 65.

An arrest to be lawful must be made in pursuance of lawful authority. But a lawful authority to make an arrest may exist without writ or warrant. (24) 11 Bac. 455.

As to lawful arrests without writ or warrant see Tit. "False imprisonment."

When the arrest is made by virtue of a writ or warrant, the yll rule respecting its legality is the same. If the 6 from wht the writ issues has jurisdiction of the subject matter in the writ & the process itself is regular, the arrest under it is lawful. If not the arrest is unlawful & is a trespass.

It is no objection to the legality of the process that the process is erroneous. 2 Hill 384. 8 Cle. 1441 b. 5 Cle. 64. 5 Stin 309. Ex. Dig. 338. 391. 659.
This rule presupposes that the mode of making the arrest is lawful. It goes no further than to the question of authority.

If the new thing is not just, if the subject matter be, if the process is irregular, the arrest under it is unlawful. In this case, in law, there is no escape. 2 Barr. & Ath. 298; Dig 608.4. By subject matter is meant the alleged offence: in this state unless the defect of the jurisdiction appears on the face of the process, the arrest is justified though the arrest is void. 3 Henn. this distinction is not made — 2 Henn. 10, 182.

If the arrest is on mere process, it is lawful the prisoner's going at large is no escape, provided he surrender himself on the appearance day & huts in bail above as required by practice.

Here, if the prisoner is forthcoming during the life of the prisoner's going at large is no escape. The process in this case is mere process, & the arrest supposed to be lawful.

If the arrest is on mere process is in the first place to have the defect present in § 4 to hold him in custody to respond the judge.

By the subject matter is meant the thing in demand & the cause of complaint or action of the cause of action.
The act has complete jurisdiction of the subject matter. The process may still be void as being irregular.

Thus if a process is made returnable to any other term of the court than to the first term of that court by law it can be returned the process is irregular and the arrest under it is illegal. The process is utterly void.

Vind par aigual is a nullity from the beginning but erroneous a voidable process is good until and unless it is avoided in due course of law.

Any arrest made under an erroneous process will justify the sheriff. But he is not justified in making an arrest under an irregular process.

In this state means process is not void if issued by the court to which the writ is returnable. Therefore the general rule of the common law will not apply.

The rule in Bower should be thus expressed:

If the process issues from competent authority, it is returnable to a court having jurisdiction of the subject matter, the process is good, and arrest under it good, supposing the process regular.
At common law an off having made an arrest on final process cannot delegate to a third person any authority to keep the prisoner. If the third person detaining the prisoner in such circumstances are guilty of false imprisonment (see in case of B. v B. 1844 and this also is an escape in the officer's view inasmuch as the technical reason of the rule is that the prisoner in hands of the third person is not in custody of the law, i.e. not in the custody of lawful authority for the def cannot delegate his authority.

The rule may also be founded on the extreme regard which the law looks upon all restraints of liberty.

This rule is not very much regarded in practice in Greece. It is a matter of some doubt what a 3d would do if an off were sued for false imprison in such case.

The second requisite to an arrest in law is that the arrest be actual.

Ces. Dig. 604.

These words will never amount to an arrest. There must be an actual touching of the person to be arrested or something tantamount to it. If the off says, "I arrest you," requires him to follow him, the off leaves it to the person arrested to touch him. Ces. Dig. 604.

Ces. Dig. 604. E. if the off has the off in his power, the off "taints" the authority of the off, this is considered tantamount to touching the person of the def.
If an arrest is made under an act to
in favour of A & a writ is handed to the sheriff
in favour of B while the person arrested in the
custody of the sheriff he is deemed in law to be
arrested on the writ of B. without the formality of
trailing the person on the act to make. 5 co. ry. 58 ch. 237.
2 Bae. escape p. 236. The sheriff therefore may be guilty of an escape
in both pricks. But this rule does not hold in
every case. If the sheriff may take on the act the goods
of the debt he may not choose to arrest the body of the
debt on the second act & therefore if thinks the rule holds
only when the second act is casual satisfaction on all
nothing but the person of the debtor may be taken.
He cannot probably therefore the rule does not hold at all.
3º Requisite.
The arrest to be effectual must be
regularly & legally made if not there can be
no escape. Thus in a civil cause this must
be a warrant or the arrest is irregular (this refers
to an original arrest). 1 cow. 641. 6th dig. 604. 2 Bae. 236.
If must be made by an order of the
sheriff to whom the act is directed. ie. if must be
actually done by the sheriff himself or by some one
in county with the sheriff under his direction.
By being in county of the sheriff means only
that the sheriff is near his assistant & in pursuit of
the same object. 1 cow. 65. 6th dig. 604. 2nd ed. 211
An arrest on Sunday is not regular. There is no escape if the debt is double, the penalty 100. Le 75. Esq. Dig 606.

The case is the same when the arrest is made by unlawfully breaking an outer door window or of the debt's dwelling house. Corv. 9

If an off with malicious intent has an opportunity to arrest him & neglects to arrest him & the debt eventually is not arrested, the off is liable to the case not for suffering an escape but for neglect of duty.

2 Corv. 28. 4. 10 D. 251. 8.

St. Paul. 331. 1 Day 12%. Lent (Dowell).

If an off exercising a public duty makes an arrest he is not bound previously to the arrest to show the process to the debt, not even if he is required to do so by the debt. For it might be attended with hazard by giving the debt an opportunity to escape. But after the arrest within a reasonable time, he must produce his process.

62. 1485.
17A. 157.
Esq. Dig 606.
But where a special deputy or a bailiff
make an arrest he must if required show his
process; if he fails to do so the other may
resist the arrest with any necessary violence.
But the process is not demanded he
need not volunteer to discern his process.

9 Geo. 69. c. 2:65. 5th Dig. 607
8 J. 167. 4 Bac. 452.

Escapes are voluntary or negligent.
3 Geo. 52. 3 Bl. 415

A voluntary escape is one which takes
place with the consent of the officer having the
custody of the prisoner.

A negligent escape is one which takes place
without the consent of the officer having the custody of the
prisoner.

3 Bl. 415.

Every person committed to prison is
to be kept in safe and close custody till delivered
by due course of law, (but by close custody is not meant
confined within the walls) if therefore if the officer permits
a prisoner once committed to leave the bounds
of the prison-yard but for a moment he is guilty of
an escape.

But by close custody is not necessarily meant that the prisoner be confined to the walls of the prison. He is in close custody while in the limits of the prison-yard.

Voluntary escapes

If a sheriff admits to bail a prisoner not bailable by law he is guilty of voluntary escape.

If he permits the prisoner to go at large from the prison even with a keeper he is guilty of voluntary escape. 3 B. & 4 H. 1 Bell & 6. Plow. 36. 2 Bac. 237.

Where the prisoner has been actually committed these rules hold with any reference to the nature of the process whether mere or final.

And if a person is merely arrested on final process the rule is the same.


Qualified in comp'ty by Stat. 37.

Prisoners committed on civil process are to be confined within the walls.

Those arrested on civil process may by procuring security to save the sheriff's hands be permitted to enjoy the liberties of the prison-yard.

It was once decided in Eng, that if a "prio" committed on Ex. is brought out by a sub of competent jurisdiction to testify the Shf is liable for voluntary escape. 1 Sir 18. 2 Dec 331. Q. A rule of this kind could not long be considered law. Dal. 4 P. 12. Bost 75. Aich 137.

But if the Shf who brings out a pri, on HAB. cert. grants him unreasonable liberty, he is guilty of voluntary escape. The Shf must bring his prs. to either reasonable time by the next court rout. 2d Bayn 241. 399. 751. 3d B. 355.
6 mod 75. 6th Kea. 44.

If an Shf makes an arrest on final process he must commit his prs. within reasonable time or he is guilty of a voluntary escape. He must not permit him to go at large with a keeper. He must not take his word that he will deliver himself in a day hour. 1 B. 2d P. 235. 2d 176.

A Shf has no right to discharge a prs. committed on Ex. even on bail to himself of the contents of the Ex. For the Shf is not the plff's atty. Gs. Eb. 404. 1 prd 49. 8 3d 255. 866.
2 Dec. 241. 12d East 468. 2d Bayn 399. 12 mod 241d office.

Even if the Shf was the Shf who held the Ex. of committed the prs. the rule is the same. In such case however if the plff accepts the money on the Ex. from the Shf, before he has brought an action for escape the Shf cannot afterwards sue the Shf. 66.
If an act ags the body only of a theft the thief being merely arrested the thief discharges him on receiving the sum of the act the thief is liable for voluntary escape of the thief unless he receives the money shown he being not under 18. But if the act was a theft goods &c. The rule is different.

The same qualification prevails here as in the former rule.

14 East 468. 1 Ed Rym 399

12 N.S. 214

If a thief marries a woman committed on the act he is ipso facto guilty if a voluntary escape. Plow. 2 Dec 239 for he is bound as her husband to discharge her.

If the thief approveth one of the prisoners turn-key of the jail he is ipso facto guilty of an escape. 4 And. 311. Ch. 21 G. 605. he is guilty of a voluntary escape only when the prisoner thus made turn-key.

If a prisoner having the libertes of the prison yard manifests a disposition to escape. It is the duty of the thief to connect the priest to the walls & if he doth not so do the thief is guilty of voluntary escape. 2 Ed 131. 1 Com. 166. 127 S. 100 D 549. 2 Const. 147.

If therefore a prisoner once transgresses the limits of the jail yard and the thief has notice of it if he does not confine the prisoner and the prisoner escapes the thief is guilty of voluntary escape.

But if a prisoner having the limits escape before he has manifested such a disposition or before it is known to the officer the thief is guilty only of a theft escape. (52)
But a sheriff is not bound at common law to grant the liberties of the prison yard in any case whatever, however ample the security offered. But he may lawfully grant the liberties to one committed on civil process, if the prisoner escape the sheriff is not liable for a voluntary escape but only for a negligent escape—25 R. 151.

And after he has granted the liberties of the yard he may at his discretion recommit the prisoner to close confinement.

But by a recent statute of Conn. the sheriff is bound on sufficient security offered to permit a prisoner committed on civil process to enjoy the liberty of the yard—S. Conn. Tit. 42, § 8.

The county judges in this state have authority to order into close confinement a prisoner committed on civil process, unless the process issued from the superior Ct.

If the process issued from the superior Ct. that Ct. has the same power.
Necelnent escapes
Any escape ag the consent of the Off is a negligent
escape. If a person lawfully arrested evade
his restraint by fleeling from the Off or by violence,
the escape on the part of the Off is negligent, so if a pris-
commited escape by breaking the wall to.
An escape by rescue is a negligent escape
3 Bl 411. Bro Dass 419. 3 Bl 416. 130

And when an action for escape is brough-
t against the Off, his embroiden whatever it be is
suffice evidence that the const was delivered to him.
- 63.5

There is a diff. between escape on final
and on memur process. Is between the consequences of
the one & the other.
If a person arrested on final process
is permitted to go at large even for a moment the
off is liable for neglect escape 2 Bl 172 3 Bl 416 Exp di 605.6

And if a Off having arrested a pris-
on final process permits him to go at large for
a given time or a security that he shall be
surrendered at a future time. the security is
void; the Off is guilty of voluntary escape & if
the Off is afterwards surrendered & the Off commits
him he is guilty of false imprisonment. For
after the Off has been guilty of voluntary escape
he has no right to, make an arrest again on
the warrant.
It has been decided (2 Rum. 133) in Connaught that such liberty is good, but this is an old decision and probably would not now be considered law.

But if the arrest is on sure process the prisoner may go at large without subduing the effect if he is forthcoming on the return of the writ. In this state of the law he is forthcoming before the return of the writ in 2 Black 1049. 3 Bl. c. 415, 212 172. 5 Bl. 37. 2 Wilson 295.

In Connaught 2, 382. 434. 'This rule applying that the person arrested has not been committed. But if he is not forthcoming then he is liable for an escape to an action on the case. But not if he is forthcoming. The escape in this case is negligent. In the enactment in Legal 2 Bac. E. 2 F. 240. 2 Bac. c. 43. 652. 368. 2 Wordsen 294. Esp. Dig. 609. 2 Wilson 294. 2386. 2401.'

But if a person arrested on sure process is committed allowing him to go at large but casts the effect to an escape, then the effect enlarges him before commitment he is supposed to do it on bail. But he may not take bail after commitment.

2 Wilson 294. 1 Roll 507.

Esp. Dig. 610. 271. 2 Wilson 294. 294.

We have a set requiring the effect to take bail after commitment on sure process.

Be it known is a similar rule in


1 Bac. 275. 2nd bail.
A few notes - action is complete on the underground by the 1st
of July 3rd. In the night of
1st to 2nd. If the battle
occurs by 3rd, the
force after reaching or
winning
Sheriffs & Jails, Dec. 24th, 1824, No. 3.

If one arrested on mere suspicion, escape the sheriff has an action against him as well as the Dpf against the sheriff & both actions are true as in the case 2 B. & C. 245. "Beefe".

But in this case the damages to be recovered are presumptively cannot be recovered unless the Dpf shows that he had a legal claim against the party escaping.

2 N. P. 295, 2 I. & C. 129, 2 Mer. 55, 4 T. & D. 611,
2 B. & C. 401, 2 S. & M. 373, 2 E. & S. Dig. 609.

And in no case of this kind can the jury in the present recovey of the sheriff more than his claim against the party escaping. 1 John v. 9.

In the sheriff's action against the sheriff in such case an acknowledgment of the party indebtedness is good against the sheriff.

1 E. & S. Dig. 109, 2 B. & C. 635, 4 T. & D. 430.

The principle of this rule of evidence is in the sheriff's action against the party escaping himself, this acknowledgment would be good against the party escaping. But by the fault of the sheriff, the Dpf has lost his opportunity to take advantage of this acknowledgment against the party escaping, he ought therefore to be allowed to take advantage of it against the sheriff.
In an escape or final process the plff has his election of two remedies viz an action on the case or an action on the debt of Westminster &c of debt against the defff. 2 H. 131. 110. 13. 2 T. 129. 132. 3 T. 153. Esq. Dig. 203. By the 1st Richard 2° the same action of debt is given.

These 2st. are prima facie the law of this country. Then it extend to escapes before commitment as well as after commitment or final process. But there is the difference between the two actions.

If the plff's action is "case" he may sue for presumptive damages of the jury may give what damages they please not exceeding the claim of the plff in the process. 2 T. 129. Esq. Dig. 69. If he brings debt hesus for the pecuniary part of the case. (like an "escape") and the jury are bound to give that sum. It follows from this rule that the party escaping is a competent witness against the defff in this action on the case for recovery apx. the defff does not discharge the defff from his debt. Probs. 171. 2 Park 1 T. 124. 2 T. 129.

Some of the books express the rule thus if the jury only assess special damages against the defff the defff may still recover apx. the escaper. 2 T. 129. 2 Wilde Dig. 59. But V. P. 69. Esq. Dig. 69.
But if the jury should adopt the whole amount as the debt of the deft, the whole amount may be recovered as the escape of the deft in the case. Because the action as the deft is not for the same cause as the act as the original deft. And the rule of damages in the two cases is altogether different.

3 Esp. 205. 1 Day 22.

But if the deft bring "debt" as the deft, the jury must give the whole sum for all the original deft was charged in 224, together with the costs etc. 2 Ed. 126. 129. 132. 9 Bl. 1048. Exp. Dig. 609.

And this recovery in debt as the deft is a bar as to the recovery by the deft of the original debt as to the escape. As where the debt is transferred from the deft to the deft.

If a person arrested on some process is arrested but not committed it is rescued the deft is excused. But if the person were arrested on final process it is rescued the deft is not excused.

3 Bl. 416. 606. 932. 419. 670. Exp. Dig. 610.

If the jury seem to be required to give the whole debt in damages as the deft, where the escape is a voluntary escape and from prison whether in the form of the action case a debt.
But when debtor committed on process, rescue is no excuse for the debt unless made by public enemies. Rescue by insurgent traitors is no excuse. 1 Roll 808: Stra 462, 1 to 84 a. Est. Dig 610. (And indeed in this case nothing but the act of God or of public enemies will excuse the debt.) The rule is the same where the arrest is on process whereas the prisoner has been committed or not. (16)

Presence or the limits becomes important when the debt or held executed by the bond not recoverable. But the plf on the orig. process may maintain an action by the rescuers whether the arrest were on process or final process.

Where the plf is liable for the rescue the plf may maintain action either as the plf or the rescuers and by using the rescuers he waive the action as the plf.

No authority for this rule which is certain.

Col. Est. Dig. 610: 73. 810

Col. 211: Bro Bar 77 x 109. Hutt 98. (By commencing an action as the rescuers, the plf induces the plf to think himself safe.) If the plf recovers, and the rescuers he plainly cannot recover as the plf.

At 452. If a plf bring up a prisoner to testify rescue is impossible no excuse to the plf.

Fire except by lightning is no excuse to the plf.
The form of action at the rescuers may be either troth or case. 

Robert 177, 2 Sel. 476. 3 B. & C. 181.

If the action be contrary to

analogies principles, the only action for the

party to the rescuers is case. 

As there is no prejudice of the body injured to warrant the action. The damage too, is consequential but not direct. The violence used by the rescuers is not directly injurious to the life.

In an action at the rescuer the jury

may give the whole or a part of the plaintiffs original claim. 

Es. 11, 2 Sel. 687. 689. 6 mo. 211.

Es. 11 Bull. 84. 69.

But I think that if the jury give

the whole of the plaintiffs original claim and the party rescued the self may pursue his original demand at the party rescued. 

Es. 11 Bull. 84. 69.

But I think that if the jury give

the whole of the plaintiffs original claim and the party rescued. Still the self may pursue his original demand at the party rescued. The two actions are not lost for one and the same thing.

The self is a good witness at the rescuer who could not be if he was discharged by a recovery.

In an action at the rescuer the self's return of rescue is conclusive of the fact of rescue. and it is also conclusive in an action at the self for a escape. 

In this state self's return may be disputed. 

But in such case if the return is false. be such in case for a false return and how the return is false, conclusive.
Differences between the consequences of voluntary and involuntary escapes in cases of voluntary escape it was formerly held that the party escaping was entirely discharged from the debt or claim or whatever it might have been; the whole debt was thrown upon the Off.

Ashb. 2 & Bac. 269.

This is now reversed. At this time the Off might have taken the party escaping on the original contract or on the wrong for the party escaping or on a new express promise of the party escaping.

Hooe 60. 1 I 235. 330. 2 mod 136. 1984. 2. 269.

Indeed it is also said that the Off may retake the party escaping on the original contract notwithstanding the endorsement.

Bull N. P. 69. Exp. Dig. 611

By the statute 8 47 1693. The Off on the act may obtain a new action without a new fraud.

3 Bl. 415. 2 Bac. 241. "Escape"

And where a voluntary escape is suffered on open process, the Off may retake on an escape warrant: 3 Co. 58 b. 2 Wilson 279. Exp. Dig. 611.

But the Off permitting a voluntary escape Bid. 330, cannot retake the party escaping a maintain any action at law: 3 Co. 52. 2 Hill 176. 3 Bl. 415.

In the Off is parties criminal.
And if the off in such case should retake he
is guilty of false imprisonment.

1 Nau 269 270 176. Bacalb Escaper's.

And a bond given to save the off harmfully
of the consequences of a voluntary escape is void
as being agst law. 1 Bow on bow 19 67 10 Bow 100 by
2 Bulst 219. But a bond given to indemnify the off of
a negligent escape is legal & valid. 1 Root 157. 342.

But the off in the process may retake
the party escaping even tho he has before recovered
judg agst the off &c. provided it is said that
the party does not recover agst the off the whole
of his claim agst the escape. but this qualification
is thought wrong (see above). Bulst. 9 69. Esp. 8 6111,
it ought to be provided the action agst the off was "debt."

The off may always retake the escape &
recover his debt agst him in all cases except when
the action is one agst the off in an action of
debt according to the St. Westmonste 2. 4 Rich 32.

In case of a negligent escape the
off from whom the escape is made may recover
agst the party escaping & may retake him. for
he is not in fault. 1 Bow Eliz 254. 3 Bow 52 61.
Esp. 8 612 43. and indeed the off is bound to
retake him if he can.

And if the off has taken a bond that
the party annexed shall remain a true prisoner
he may recover on that bond in case of
a negligent escape. 1 Root 151.
But a sheriff's bailiff cannot recover as the party escaping. Even the sheriff has recovered as here; the bailiff. In a bailiff's a mere private undertaking, not liable to the self in the process nor even to the self himself unless by express contract. 6th. Sec. 547, Chap. 618

1 Bl. 245.

A bailiff is a person whom the sheriff authorizes to make an arrest within the limits of his hundred. 1 Bl. 245.

If the bailiff has by his contract bound himself to indemnify the owner at a neglect escape he is in the case of any private person, who has voluntarily bound himself to indemnify another, at a wrong from a third person.

It has been decided in this state that a party escaping may be retaken on an escape warrant in a neighboring state. The process in this case must of course be served in an escape warrant alone, and when an escape from prison.

The principle of this rule that the sheriff has a personal lien on the party escaping 1 Scott 107.

If a person arrested on civil paper escape he is at common law guilty of a misdemeanor if he escape by breach of prison walls he is guilty of felony.

4 Bl. 124. 130. 2 H. 122.

This is indeed the rule of the common law but it seems to have gone out of use. It never appears to have been part in execution.
An officer who has arrested a felon and suffer a negligent escape is liable to a fine. For a voluntary escape of a felon he is liable to the punishment of the felon as an accessory after the fact.

1 Will. III 8 C. 390. 2 Haw. 134

4 Bl. 130.

But the officer is not punishable as an accessory after the fact (so an officer may not be punished as such until the principal is convicted and sentenced.) But before enforcement of the principal the officer may for a voluntary escape be punished for a misdemeanour in having permitted the voluntary escape of one arrested on same process.

4 Bl. 130 (186).

Where for a negligent escape the officer has been made to pay the debt due from the party escaping, the officer may maintain vindication against the party escaping. The same rule has been held where the officer or the defter was guilty of a voluntary escape. But it is now held that if the defter suffers a voluntary escape of the officer is compelled to pay he can (Pecks 6a: 146.) maintain an action against the party escaping. Pecks 6a 146. T.R.

If after negligent escape the defter

retakes the party on fresh suit before action brought and the officer no action can then be brought against the defter. But a recaption before action but will not be good. The expression on fresh suit means nothing.

Str 905. 3 Leav. 52 2 Lord 126

1 Rev. 211. 17. Edw. 1 Dig. 6th. 11 Port. 126.
But if an action is brought at the cliff before reception the cliff cannot by reception afterwards defeat the action. 6 Co. 257. 1 Edw. 3. 3 Co. 444. 52. Esp. Dig. 64. 11.

As a voluntary return of the escape into custody or a negligent escape before action brought at the cliff discharges the cliff 22 R. 26. 12 Edw. 2. 1 B. 15. 4 P. 413.

But in the case of voluntary escape reception before suit brought is no discharge of the cliff for such reception is void not also because a personal pledge once voluntarily relinquished is gone forever so therefore a personal claim. 3 Co. 52. Esp. Dig. 64. 12.

In case of voluntary escape too a voluntary return of the prisoner into custody before action brought will not discharge the cliff. 2 Wilm. 294. 12 Edw. 2. 1 Esp. Diz. 64.

After action brought the cliff in case of negligent escape may still retake the escape for

If after a negligent escape the self in the proof discharged the self and the judge cannot take him for he foresaw that if there had been no escape the self might have retained the self until his fees were paid 3 Co. 474. Esp. Diz. 64. 1 Esp. Diz. 64.

The reason is, that the judge is suitor of neglect and by the escape the self's life is lost.
In a negligent escape by a person having the liberties of the prison yard, all those rules relating to negligent escape apply. 1 East 106.7.

Yet in such a case the sheriff may recover nominal damages at the suit, on the bond of indemnity, if the party escaping is retaken or returns before any action brought at the sheriff's instance is brought. In such a case where there is a bond given on the condition of broken. But this recovery is only if nominal damages. (The sheriff may recover on his bond after his liability has been determined by the court.) But the sheriff in such a case where there is a bond is not compelled to receive the prisoner returning. 1 East 128.

He may do it, however, if he chooses.

Under a count for voluntary escape the defendant may give in evidence of a negligent escape and this will support the declaration. The defendant may plead any thing which would be a good defense at a negligent escape, even without showing that the escape was negligent. Venti 211. 2 Smith 126.

How then is the defendant to avoid himself of the distinction between a voluntary and negligent escape?

The defendant must make a special assignment of a voluntary escape. (See 211 Venti 217, 2 Smith 245.)

If the party suffering from a voluntary escape brings his suit at the sheriff, the sheriff appears to be discharged. 2 East 34. 3 East 34.
If an action brings a suit at law, before hearing the judge in favor of the plaintiff, the judge may defeat the action at law by pleading "null and void," for the plaintiff cannot recover without a warrant. But if after the judge has rendered an verdict in favor of the plaintiff, upon all the vexatious and malicious proceedings of the plaintiff, the judgment of the plaintiff is still good, it cannot be reversed. 5 & 6 Geo. II. c. 20. See 3 & 4 Geo. III. c. 53. 5 & 6 Geo. III. c. 54. See 5 & 6 Geo. III. c. 55.

The plaintiff would in this case have relief by audita querela. 5 & 6 Geo. III. c. 67. B. & A. 48. 2 Aus. 2 q. g. 31.

2. A voluntary escape occasions the election of the sheriff, or the deputy sheriff, to arrest for a misdemeanor, 4 Eliz. c. 1. 31 Geo. II. c. 67. 32 Geo. II. c. 70.

In the common law, it is the duty of the sheriff to render a suit for a county or for the county. 4 Eliz. c. 1. 31 Geo. II. c. 67. 32 Geo. II. c. 70. The sheriff, or the deputy sheriff, to arrest the person suffering from the escape. 1 Eliz. c. 2. 8 Eliz. c. 1. 35 Geo. II. c. 70. 31 & 32 Geo. II. c. 54. 32 Geo. II. c. 70.

Once a nominal damages are given by the sheriff or the deputy sheriff to the person suffering from an escape, thereby the insufficiency of the suit. 31 & 32 Geo. II. c. 54. 32 Geo. II. c. 70. 2 Eliz. c. 2. 35 Geo. II. c. 70. See 35 Geo. II. c. 70. 31 & 32 Geo. II. c. 54. 32 Geo. II. c. 70. 35 Geo. II. c. 70.

This mode of setting the claim is merely an evasion of the rule. The remedy, if the county is by petition a memorial, appeal to crown. If a sheriff makes a false return he is liable to an action in the case to the county injured by the false return. 2 Eliz. c. 2. If the sheriff returns the service when there is no return service, the sheriff may sue him. 1 Wil. c. 136. 1 & 2 Eliz. c. 615. 25 Geo. II. c. 2. 679.
Here if a Def make a false return the 
Def may falsify that return on a plea of a bateman. 
In most states of the common law this 
rule is stffe but a special action must be brought on 
the Def for that purpose. "Placating" - so also if Def 
make return if non est inventus the Def may have the Def 
for a false return. If a Def voluntarily discharges a 
person arrested on false party whether committed or 
not he cannot afterwards recover as the party then 
discharged.

2. 628. 628. 525. 17. 657.

The Answer of a voluntary

If the Def in any discharge the Def in custody 
a whereupon a new promise or bond by the Def 
2. Bus 243 (46) 
2. 628. 525.
to pay the debt of the promise is broken the rule is 756. 2. 10
the same but he may sue him on the new promise or 852. 123.
bond. that however is the bond as only remedy 1. 628. 527.
2. 628. 525.
And if the new security should be defeated 852. 
2. 628. 525.
for any want of legal requisites the rule is still the same of the 628. 525.
defense as the Def loses his debt entirely.
2. 628. 525.
And if a Def in any discharge the 
default on a bond that the Def will surrender himself 
in 628 in a future day the bond is void. It 
has been before said that if the Def do so that 
 bond is void. For the bond in both cases is 
that the Def shall be falsely imprisoned.
2. 628. 543. 1. 628. 243.
2. 133.
If two joint debtors are taken on an ex. the discharge of one of them, is a discharge of both from the whole debt. If he is retained he may maintain false imprest or have habeas corpus.

Pond 93, 574, Ed Rayd 670, bro 655.

It was formerly decided that if a sole debt died in prison the debt was forever discharged.

Rob 52, bro 2850, bro lac 136, 143.

It is now however declared to be by 21 Jac 1 that in this case the debt may be sold and new security given if there had been no bond prior to the debt.

Rob 185, 544; Rob 1. 398, prf execution.

This it is declaratory not remedial.

If one of two joint debtors die in prison it was always held that the other debtor was not discharged.

Rob 586, 1. 387, bro lac 136, 140.

There is a class of bonds taken by sheriff in the case of treason called bonds of estate. The bonds are declared void by 25 Henry 8.

Rob 52, 33 Henry 6. They are given in event of the prisoner’s death, but it is always a penal bond. If bond that the debt shall remain true prisoner till the debt. Bond and fees are paid is by this it declared absolutely void and void in toto.

Rob 237, 1. 1. Rob on lac 173, 3, 1. 653.

Rob 137, 547, 16 by 100, 6.

This it has been adopted in this class of bonds only to penal bonds. But the sheriff may take a penal bond that the debt shall remain true prisoner till the debt is paid, but not until bond be paid.

In Rob 6, have determined that

Cost 158, the bond is void only quoad the bond and fees.
Vast common law all prisoners committed are to maintain
themselves except felons. Attested 1 Nov 182 12 34 56 85
P. 63. In a case attainted for theft all his property
By one of laws a person committed to prison for
any offence is to keep all expenses. Exemptible but they
are regularly p. in the first instance out of the town
county or state treasury. But the state do they remedy
at the prisoner. Lot of Comm. It pass’d by detaining the prisoner
until he pays these expenses, but the other for the state with the money may
discharge them by procuring his taking prisonner not &
section 38.
Here’s a worse case committed for your advice to
cause he must bear his own expenses, and if he could take
the poor prisoners oath it is that he
who paid. They paid not on earth for any rent of it a
not enough to pay the debt of that he by not disposed that bit
of his party to defend his brethren. If he takes this oath (act 5
he is to be discharged unless the b. will maintain
him. But he is not of course entitled to this oath
the b. must be summoned to show cause why the
oath should not be administered in the manner
being the prisoner not entitled to the oath he need not
administer it. 1 P. 38. It b. it fails.
If the mag. first applied to refuse to administer
the oath the b. may appeal to the district for a justice
of the (act 38) may appeal in the same manner, if he mag. 38 15
be circuit. If the b. does maintain the debtor in
prison, the cannot afterwards obtain his discharge & by
paying the debt but must pay for
the main tenance also. (And a new act may be granted
out the prisoner for the maintenance if he is discharged to the
b. by law.
Where the county is destitute of a jail
a prisoner on any reasonable to imprisonment
may be committed to the jail of any adjoining
County.

The state of count is very similar to the laws adopted by
congress as to dollars embarrassment in the federal courts.
On the trial whether the deft is entitled to take the oath the deft is made by that a competent astrup, and the creditor has a right to disclose under oath from the debtor, and in the latter case if the debtor refuses to be examined the party persons oath must be refused if then fails prevail both in regard to the trial before the Justice but on review.

Said at first addition in 1828—

Formerly, after the administration of the oath the creditor by leaving money for the support of the prisoner could keep him in prison as long as he pleased but by Statute of 1831 the law on this subject is materially changed.
Duty of Sheriff in serving process.

1. If the process is by summons merely, service is to be made by reading in the face, hearing or by leaving with him at his usual place of abode an attested copy of the writ to.

The copy must be substantially correct and substantially similar to the original. If it be materially different from the original, if it be materially different from the original, he will abstain from the lawsuit, in abatement.

2. If the process be by attachment, it is the duty of the Sheriff to take the personal property of the defendant if such can be found. If such cannot be found, then the body or real estate may be taken.

The object of attachment is to secure property or the person of the defendant to answer the demand and thus the suit is defective unless so as not to hold the property. If the process is in such a manner as would be a good service of it on the summons the suit will be held to be valid if cannot plead the defect in abatement.

The body of property cannot be both taken in the same attachment, but after taking the body of the Sheriff finds, and it is his duty to release the body, the property so I suppose if the suit commences, the attachment of property I find that he cannot lay hold of suff, property he may release the property I take the body.
Where property is attached by the sheriff, he must
leave an attache copy of the warrant of his return
describing the estate attached with the debt or
at his usual place of abode.

And where real estate is attached a like
copy at the Town Clerk’s office if the town in which
the lands lie.

If the Deft is not an inhabitant of the
State the copy is to be left with his agent or off
if he has any if he has not then with him
who has charge or possession of the estate attached.

It is the duty of the sheriff on attaching personal
property to remove it within a reasonable time
from the possession of the Deft & to take it into
his own custody. If not removed within a
reasonable time, another creditor may attach it or
the Debtor may make a valid sale of it to a bona
fide purchaser & perhaps even the attachment with
removal would do nothing between the sheriff
Deft.

The sheriff usually delivers the property attached to
some friend of the Deft who looks after it as bailiff of
the sheriff to keep it & give to the sheriff a receipt
for the property. The bailiff is hence usually called
receipt man. The sheriff is not bound to try to
commit the property to a receipt man, he may
keep it himself to see forthcoming to answer the
execution which the Deft may obtain.

The engagement of the receipt man is usually to
deliver the property attached to the sheriff on demand
& demand is known seldom made until the sheriff is
served. Then it is made if the property is delivered
it is taken in the sheriff’s books at the first sale or the
proceeds applied in payment of the debt.
If the Tp. fails of recovering judg. the property attached immediately reverts in the original owner. It is the duty of the Officer or the Receiptman to deliver it back to him.

But if the Tp. recovers the property continues sequentia, for the space of 60 days after judg. If and if the property ends in the hands of the Off. who attached it, the Off. within the 60 days is given to him he levies on the property & sells. If the Off. hands it to a diff. Officer the latter Off. demands it of the former Officer & if it is done in conformity with the demand it is levied on & sold, if the Officer who has the property refuses to deliver it he is liable to a proper action. If within 60 days no Off. is given to the Off. who attached it no demand mad of him. The property is restored to the levier to be delivered back to the debtor. So if the property is received & no demands are made on the Receiptman within 60 days after judg. the property is declared void. If demands is mad of the Receiptman & he refuses to deliver the Shiff is liable for the non production of the property to the Creditor & the Receiptman liable to the Shiff.

If the property attached is lost or destroyed in the hand of the Off. or Receiptman without any fault they are not liable. If it is burnt to ordinary cause but are not insurers of the property.
The lien on real property is lost unless the\nlienor, by his Eff. within 4 months after obtaining\njudgment.

Certain property, as necessary household furniture\none cow be, is exempt from attachment - from Eff.\nIf the Eff. attack by taking any property exempt he\nis liable to an action in favor of the person\nwhose exempt property is taken. The action\nmay at once be brought.

The interest of the Eff. in an incorporated\ncompany may be attacked.

But choses in action are not liable to\nattachment, except that where debtors are\nabsent or whose bodies are not liable to arrest them\nby process of foreign attachment, then who one\ndebtors may be compelled to pay over what\nthey owe one to the creditor of the debtors.

After serving a writ the Eff. must endorse\nhis proceedings on the writ to return the writ\nwith his indorsement to the clerk to which\nthe writ is returnable.

An endorsement is prima facie evidence of\nthe fact stated in it, on the ordinary principle\nof evidence; it being a certificate of the proceeding\nas a public officer, made by the requirement of\nlaw.
In England, the endorsement is in general conclusive evidence of the fact stated. In Court, it may be contradicted.

And so it has been in England. If the return be false, an action will lie by the party injured whether creditor or debtor for the false return.
of bailment is a delivery of goods or a chattel to the bailor, a dispossession according to his direction when the purpose for which they are delivered shall have been accomplished by delivery. (See Bingham, 4th of Co. 30. 8th Ed. 451. 2d Ed. 451.)

Any bailment rests on a qualified respect. In the United States, in the year 1791, the Court of King's Bench, in the case of Jones v. Jones, 112, 12th Ed. 136, it was held that bailment is distinguished from all other bailies because he has a property or interest in the goods bailed, but in the respect there is no distinction between bailing a thing and a bailie, any bailie has a bailiwick over the goods, as well as the bailor. The law will, indeed, protect that all the world except the bailor, the bailie is the owner. 4th Ed. 136, 12th Ed. 136, Jones v. Jones, 112, 12th Ed. 136. 4th Ed. 136, 12th Ed. 136. The law will, indeed, protect that all the world except the bailor, the bailie is the owner.
Bailments, Civil Rule concerning the bailor's liability. The bailor is not liable for any loss or damage to the goods, even if the goods are damaged while in his care, unless the goods were handled with any fault on his part. This is a general rule, but not universal.

But to determine when the bailor is liable for the damage to the goods, the nature of the bailment and the quality of the property bailed, as well as the conduct of the bailor, are to be considered. The principal object of inquiry is to ascertain the requisite care that would be exercised in each case.

The bailor under a good acceptance is to keep or use the goods with a degree of care proportioned to the nature of the bailment. In some cases, the degree required of a bailor is greater than ordinary care; in other cases, it's less than ordinary care. The acceptor and the good where the bailor enters into no special agreement as to the care will be held just where he does agree. Concerning the care the special agreement determines the care that is to be used. If the law is silent on the subject...
Definitions.

Intentional negligence is that which every prudent man, under the circumstances of his own affairs, or in the management of his own property, but the degree of negligence in any case will depend on the nature of the case and the language appropriate to each degree of care.

Every degree of law that is a corresponding degree of neglect, hence the omission of anything that is ordinary neglect, the omission of which will in most cases take place. Jones 13. 382. This last degree of neglect is usually called gross neglect. It is considered as evidence of fraud, and at least it is prima facie evidence of fraud. Co. R. 215. Jones 13. 58. 84. But if the facts are such as to require the presumption of fraud,
End Rule, concerning the degree of care required.

Bailment to apply the said Rule that the law requires the diligence proportioned to the nature of the bailment.

If the bailment is for the benefit of the bailor only under a special acceptance nothing more than good faith is requisite of the bailee, he is not liable even for gross neglect where the circumstances justified the presumption of fraud. See Bentit, Commodore, 2 Rand. 915. Jones 15. 10. 21. 2. 82. 81. 113. 51. 101. 2. 142. D. 326. 28. If the bailee says that he kept the goods at his peril, but they is clearly not true.

When the bailee is the only person benefited by the bailment he is liable for slight neglect. Jones 15. 6. 23. 33. 19. 90. 1.

When the bailment is reciprocally beneficial to each party, parties partake of the risk. The bailor is bound to use ordinary care merely, he is liable only for ordinary neglect, not for gross neglect. Jones 14. 22. 31. 5. 101. 105. 2.
Division of Bailments,

Bailments are of 3 kinds. the law has made these 3 kinds it is not the most logical division however neither is Dr W's division perfectly logical.
II deposition a delivery of goods to be kept in the table until reward for the sole benefit of the bailor 20 days 9/12/13. Bud 72, June 3, 51.

II Commodity, lending this is a gratuitous loan of goods with admit of being paid for are for the sole benefit of the bailor, taker is now called lender, the table borrower, 20 days 9/13/5. Jones 50 sq.

This is distinct from a mutuum a mutuum indeed a loan in yet a gratuitous loan but yet it is a loan not for use but for consumption to be replaced in entirety if the same kind but not to be specifically restored. in case of mutuum the whole of leting property is vested in the borrower by the Jones 9/10 delivery a mutuum therefore is plainly no bailment.

II II locatio conductio letting housing whereby this is a delivery of goods to the bailor for the to be used for a certain reward to be paid by the holder.
V. Delivery of goods to be conveyed about and some act is to be done by the bailee for a reward to be paid by the bailee. This includes delivery of goods to a common a special carrier, to a mechanic, to commercial agents, etc.

VII. Delivery of goods as in the last case with a reward by the bailee to the bailee. Page 254:5. 104:7. 2d Ray 913:8.

The bailee in this case is called a mandator and the bailement is called a mandate in Latin mandatum.
The depositary is liable for gross neglect only 2 P.C. 666 as this is evidence of fraud. In some books it is laid down that the bailee here is excused by ordinary care. Sta 561 1 Dom 247 2 P. R. 712 but by ordinary care here nothing distinctive is meant. He is not liable for less than ordinary care unless there is gross neglect.

And the depositary is not always liable for the grossest neglect; indeed, he is not liable for gross neglect in the abstract at all. He is liable here for fraud. The gross neglect may be evidence of fraud, this is always prima facie of that the depositary treats his own goods of the same kind with the same request as he has treated the goods of the bailee. He is not liable for the most gross neglect for he has the presumption of fraud as rebutted in P. R. 712 Sta 561 1 Dom 247 4 B. R. 300.

As the bailment is all advantage to the bailor the bailee is not bound to use any care —
(104)

Bailment. In the case of a deposit, delivery, accep-


tance [By a special acceptance the depositary

gives a tacit assent to any variation. If the pledge

be made in a certain manner, the courts have

surpassed that there is no

special agreement]

40-53(6) The older opinions are that the depository

is in all cases bound to keep the goods

at his peril.

In South's case the debt was stated that

the debt was the debt of goods, and promised
to keep them safely the debt. I trusted
that the goods were in the possession consid-
ered the case as if it stood on the face of
the debt. If the owner of the debt had made the special acceptance, it bound
him to keep the goods safely at
all events. But Lord Coke, declining to

agree the case was rightly decided.


the plea did not deny his own negligence.

Frequently held that if any act took to

keep the goods of another for reward the

defendant was bound. but that if the

bailment was not considered in

the treaty was not bound to keep the

goods at all, but now it is settled that

the delivery is a sufficient consideration to

make him liable under a general

acceptance.
Again it has been held that if goods are left with a depository in a chest of all the bailee has, the key, the depository is not liable for the box alone if not for the contained goods, but at the time of so taking bailment. But if one is not at all understood, this doctrine is now denied. De Raym. 14.

The circumstances of the bailee’s knowing the contents of the box must however make much difference with the liability of the bailee. It seems as if even if it were the duty of the bailee to inform the vendor of the value of the goods in the box, a degree of care which would not amount to gross neglect if the goods were of trifling value might amount to gross neglect if the goods were valuable. The bailee’s neglect must be measured by the bailee’s supposition & belief concerning the contents.

If the bailee expressly undertaken to keep the goods safely, that good undertaking is not an evidence of the goods kept. For acts of God or of violence with the bailee De Raym. cannot resist. Indeed this undertaking 1915 means no more than that the bailee Oct. 8/130 will take all care & use all diligence. 1 Pa. C. 241.

The construction is analogous to the Soc. 34 covenant for quiet enjoyment. He may indeed make himself an insurer of all accidents but the good language used above does not make him such.
To sum up, however, that in the case of the goods being delivered above the balance, 1 & 2 the fraud could be liable in case of clandestine theft, 4 & 5 it can extend, 6 & 7 because in goods not clandestine theft, & the goods taken to keep safe, & if so is 8 & 9 to bind to at least security, & 10 & 11

I. 96 305. Suppose the goods are delivered by 3 6. 10 4. 11 18 15. the idea of the depositary, to the depositary liable if it is in what form 4 31. of action, & 10 70. 2. 10 14. 6. 18 15. 5. 18 15.
Borrower liable for slight neglect.

If Commencement i.e. starting, lease of goods and admit of use to be used by the bailee & restored to the lender, the bailment is for the benefit of the bailee only. Hence the bailee is bound to take more than ordinary care & is liable for slight or the least neglect in assaying the less. Buller's Cases 91. 20 R. & M. 96. 1 Port. 249. 257.

If lends a horse to B & B puts the horse into a stable which is unlocked & the horse is stolen, B is liable, but this must depend on the place & the probability of this being stolen. He is indeed bound to take more than ordinary care but in point of it may be more than extraordinary care to keep a horse in a locked stable.

A bailee however it is agreed is not liable for a loss occasioned by force wch he could not resist unless it unnecessarily exposed the property to the danger.
Bailment. Commodity. 

in such a case he is liable for theft clandestine unless he can prove that he used more than ordinary care to prevent theft, Jones 1 Ch. 92.

But a bailee may subject himself to a loss occasioned by inevitable accident & if the bailee puts the horse into a situation in which he is exposed to the hazard of inevitable accident. The proper mode of expressing the rule is that the is not prima facie liable for loss by inevitable force.

It is not in quid pro quo less occasioned by inevitable accident, but by previous breach of trust he may make himself liable for any injury accident, & of forming a horse for one journey & taking another he is liable for all estate sold. Ray. 1 Eq. 141. 1 Born. 249. 50. Jones 95. 16. This rule applies to all bailment whatever in deed hom the moment of the breach of trust the bailee may be sued in breach of some proper action. 1 Bac. 275. 8. He is no longer a bailee & cannot take the benefit of that character.

Jones 45. Again a narrower a any bailee may subject himself for inevitable accident by previous rashness.
Locate et conductio, letting & hiring. In this case as in all other the
bailor acquires a qualified property, & the
bailor is entitled to a stipend; the bailment
is mutually beneficial & according to the

The expression "in Raja
Ball et al.

Jones 14: 120-3. 1 LwD 389: 90.

bailor has a right to prevent
back the article
with the trans
action in a paper

Jones 105: 115.

The bailiff of a house is precisely
The bailiff of a house is precisely
like that of a hotel. He is then from a
facies exterior for a robbery. D. Raja
Tawards, Liability of Pannee, effect of lay-out.

The fact that it is said that the

pamend is not liable for a loss occasioned

by a theft but even a depositary

may be liable for a loss by theft.

Dr. Jones again holds one additional

that if the goods are st. then the pamend

is always liable. Jones 1627. 41. for he

days ordinary diligence can always guard

off theft.

I think in case of theft the pamend is

liable if in point of fact he did not.

the ordinary case + the question whether

he used ordinary care is like every other

fact to be proved + tried by the jury.

De Ruy 917. 4 Part 114. 5th 322 6 6.

The pamend acquires a special interest but

his interest is determined by payment a

recked of payment on the day advanced

that in the respect is completely vested

in the pamend. 4 Part 114. 5th 322 6 6.

Hence if after payment + tender on the day

t + demand the pamend noticing he is from

that moment a wrong done + will be

liable for any loss whatsoev. 4 5th 3344

523 4th 827 6 837 6 817 1 Part 2153

De Ruy 917. 4 5th 3344.
The poonce is also immediately on such tender to liable in detinue, trover, or assumpsit at the election of the poonce. Robbo's assumpsit because the refusal is a breach of the implied contract.

By a breach of trust all bailees become liable not only to all losses but to an action adapted to the nature of the case.

And a refusal to deliver the pledge by the poonce's authorized servant aargent is the same as a refusal by the master by merchant's clerk. Cook, 2, 441. Jones, 126. Bull 72.

And if an honest prospect to secure an usurious debt he cannot recover the pledge until he has tendered the principal & lawful interest. The principle is that the action of trover and assumpsit are equitable actions and an equitable defense is good but if it turns out that the poonce be recovered with such tender
Vindication. When pledge may be used.

Refusal to deliver a pledge on demand is a breach of the debt, and is a crime, but
is an exception to the general rule that
a breach of trust is no crime.

The rule seems to be founded on the principle that to protect the paunee from oppressive and the transaction is guilty of the paunee's consent is said to exist is not

In some cases the paunee may use the pledge in other not (in the absence of any agreement on the subject). When there is no express agreement the right to use is founded on the presumed consent of the paunee. The presumption of the paunee's consent is said to exist if not

as the pledge is like to be made better or worse or not at all affected by the use. Where the pledge is better for the law presumes a consent. If the pledge will not be injured by use it is said that the paunee may use them as trinkets, etc. In this case however the paunee uses them at his peril if the pledge is lost while in use the paunee will be liable even if it is an inevitable accident.
Veniatus (32) Use of goods pawned,

Again if the pawnee is at expense in keeping the pledge the pawnee may use it by this way of reimbursement. Ex if a horse of open are pawned. & in the case I'll thinks that the user it not extend his liability at all for he has the right to use is matter of justice not of inducement.

But the pawnee does not seem to be obliged to account for any benefit derived from the use of the same. Jones 115. The civil law is otherwise.

But if the property would be made for use and (will not be) if expense to the pawnee the law does no licence to the pawnee to use the property. Ex clothes pawned. 20 Raym 917. Jones 113. Bell 74. And 4 in this and in similar cases the use of the property be a breach of trust and there will lie the is liable for all accidents. Bact 11

However he is liable in truva even that the debt is not satisfied at the day of payment has not arrived.
The law is to pawns. Section 365 applies to goods found by the finder. It is meant that the finder is bound to use the same diligence as a house is bound to use, but it is said that a finder is not bound to keep the goods safely and that he is not liable for neglect keeping, e.g. 112. 137. 150. 170. 173. 18. 247. But this is not law.

Mr. Ponte says, the law implies ordinary care, in the case of a contract to deposit, the owner selects his means. In the case of a finder, not so. The goods are taken without consent of the owner. The finder volunteering to keep the goods he ought to be bound to ordinary care. 18. 257.

In 21. the court one that law has made an express provision for a compensation to the finder. In 21. therefore, the judgment is therefore beneficial to both. Hence it causes ordinary care must be used.

The doctrine in 21 is a mere doctrine. It is wholly indefensible. The decision in 21. 137. with doubt rights for 18. 247. Hence was not true and time will not be for more negligence. 205. 251. 8. 97. 146. 372. 269.
Pawns, Goods found.

If the finder of goods at B has no lien on them for his expense and trouble, his expense and trouble is a voluntary contribution. 2 N.B. 254. 2 B. R. 1117, subscribing.

If then the owner proves property and demands the goods, and the finder refuses to deliver them, and there seems to be no way in which the finder can recover compensation as to property found in water, the rule is: if the person who has a wreck or an abandoned ship to it is entitled to compensation by the law maritime, he may retain the property until compensation is made, or refused by the finder to deliver goods to the owner, at cost of conversion, except he is furnished with sufficient evidence of property by Paulus. 312. Exp. D 590. In each case the jury must judge whether the evidence was reasonable.

In the case of B. I found the goods of B. I presented myself and claimed them to be his, and refused to deliver them. I sued out in tort and recovered B, then the real owner claimed the goods. It was held by the court that B was entitled to recover, 3 S.R. 155. 1 N.B. 669, Story 161. 2 N.B. 468. Story's Bail. 5105.
Bills

Right of Redemption

If the pannier after having tendered the debt at the time of the demand, in return the
paunee is demanding the money before tendered can have his action for the debt.

1 Buls 19. 10. 1 Bac 233. The debt is not
extinguished by the paunee's refusal to deliver
the pannier.

4 perishable goods, being pledged, decay or the
paunee is still entitled to his debt. 9 Eliz 17, 84.
1st S. 23. 1st S. 239. 1 Bac 233. And while
the pledge remains unimpaired in the hands
of the paunee, he may sue for his debt of
reasonable terms, when there was a special agreement
to the contrary, even if the pannier decay
by the neglect of the paunee. He can still
sue for the debt this he is liable for
the neglect. — Rule the same in case of
rain in the 7th Billy, 3 Burr 1774. Doug 619. 1 Buls 563.

If the debt secured by a pannier is not paid
at the day appointed for payment, the whole
property in the pannier is vested at law in the
Paunee Co. 1st S. 205. 3 Att 395. 2 Vern 391. 5.

1st S. 238 in Equity however the pannier may redeem after
non-payment on the day, as in case of mortgage.

But this right of redemption in Equity exists
I trust only where the pannier remains in the
hands of the paunee & where the paunee's
lien only is assigned for the pannier has
a right to sell on non-payment on the day.

Christian Observer 22 vol. 176.
The law of ejectment with respect to the recovery of premises acquired on the payment of money is discussed. It is noted that after 12 months, the tenant is entitled to demand the return of the money on demand, as stated in 23 Vic. ch. 61, p. 176. Co. Litt. 205.

It is said that the tenant before the day of payment, assigns his lease to transfer with his lease to his creditor the right of holding the pledge. 1 B. & C. 203, 31; 1 Bac. 239, Owen 124, arg. 21 Ves. 150. But I do take this doctrine not to be law. Every assignment is a fiduciary contract and every lease or personal property is personal and cannot be assigned more than the master's right in his appren-
tice can be assigned. I may be willing to entrust my property to one and not to another.

Judge Gould thinks that the assignment in such case is a breach of trust by the tenant of man may forfeit by his crimes, whatever he can transfer by his contract. Co. Litt. 8: 1 Bac. 239, 12 Coke 116; 2 Coke C. 556.

And yet a man cannot forfeit by his crimes a lease is before the day of payment

1 Ves. 375; 1 Bac. 239.

If he can assign he may assign to a villain wholly unworthy of trust.
Dissent. Not assignable.

If made a part to B's before the day of payment, passed it to C, to both his bills at C and the it held that it could not redeem with paying to C, for debt to B of B's debt to C, but in this case no timber or payment was made on the day of it being a debt to. Equally, it must have entertained the bill of than it made no difference with of that the assignment was before the day of payment.

Again another analogy neither the payee itself nor the payee's interest in it can be taken out of, nor if the payee's interest cannot be transferred by law, it cannot be by the act of the payee.

1 Brev. 231. 352. 1 Gres. 676. 1 Chew. 124.

Again the payee may perfect his interest by his means. 1 Brev. 274. 1 Brev. 238.

From these authorities I think that the conclusion is inevitable.

If payee is assigned with consent, tender must be made to the assignee in the same.

1 1445. 1 Brev. 176. 9. 1 Brev. 238.
Pawns: Redemption.

It was once deemed essential to a pawn that the delivery was at the time of the creation of the debt, but this rule is now different. Deut. 15: 2, Lev. 25: 30.
1 Pet. 2: 3. 1 Tim. 2: 9.

Similarly doubted when no day of payment was appointed by the contract whether the time after the death of either party at law rest the property in the pawn. Pausanias held that the pannas may redeem any time during his own life (provided it is now held the pannas does not demand the redemption sooner). Lev. 24: 10. 2 Pet. 2: 3. 1 Tim. 2: 9 (note). But from the case reported in Ch. 4: 6. 2 Tim. 2: 9. It seems that the pannas in the case must redeem in 12 mos. of one day as the pannas may sell & pay over the excise. vs 23. This seems the reasonable rule. 

The example then according to the rule can in no case at law redeem. 1 Pet. 2: 3. 1 Tim. 2: 30. (Is where no time of payment is appointed.) But in equity the pannas in such case may redeem 1 Pet. 4: 16, 23, 16, unless the loan has been sold (note).
Common & Special Carriers.

When a day of prayer is fixed by the court, it is clear that the time may intervene between the day on which the person dies and the day, 1 Pet. 5: 13; Acts 13: 4.

Of goods to be carried aU which something is to be done for the doing of which the taker is to receive a reward.

This is a carrying may be to a common carrier or for a special act in the species of some public employment or to a person in his private capacity.

Register delivery to a private person as such carrying includes a delivery to a taker fact or

No. 34. auctioneer retailer. special carrier to

to an agisting farner.

Then the briement being mutually bent the law requires notice be given to the land

The case of a burglar breaking into a house is quite different. Always in a burglary, the burglar has supposed a hole in the wall or else a box in the property. In case of loss by fire, the rule is if the house was looked up or kept with ordinary care, the draper is excused. 2 Cor. 11:13; Rom. 5:2. 10 John 9:14.

According to Sir WM, if silver is delivered to a smith to be wrought into vessels, the loss of the silver is the loss of the smith, presently. This opinion appears to be founded on the principle that the property is to be so much altered that the article originally identified delivered cannot be identified as in case of wheat converted into flour, 2 Kne 2:18; 13:40. Poth 38. For these reasons Sir WM concludes that it would not be the intention of the party that the same silver should be specifically restored in the form agreed upon.

But I think that if the silver dedicated remains specifically separate from the other funds of the smith, the loss not happen that the owner must bear the loss when it was lost with the negligence of the smith.
Special carriers for "skilful"

While property is delivered to one whose profession is to labour on such articles for the purpose of having such labour done, the hire of the law implies a contract not only for ordinary care but for skill. 1 H 20, 155, Jones 15, q, 142, 11 Co 84, a 3, Robs, 103, 1 Sound 324, Esp. & En., "Belin in the case."

To house it to be short & cloth to a tailor to be made up. — For by professing a trade the bailee holds himself out to the world as skilful according to their ordinary care required here & elsewhere does not oblige the bailee to insure at fire, but usage must decide in such cases. if the quality of the thing bailed, be commissioned much? in certain cases must perhaps be insured.

If goods do to any of the fifth class are lost or destroyed by the bailee neglect while the work remains unfinished it has been a question whether he can charge the bailee with the work, but the bailee has not been benefited by the work, the reason why he is not benefited is the fault of the bailee.
Con: carrier. Who are considered as common carriers to any person in civil who makes at his employment to transport the goods of others from place to place for hire -- stage drivers who are accustomed to carry goods for reward Fwd $390.

Formerly doubted whether any other than a carrier by land was to be deemed a common carrier, 6 Geo. 17 18 Eng. 330. 17th 149 st. 12 Mod. 487. The law was first extended to Haymen in the time of James 1. 7 to ship masters in Chs 2 4.

Ship owner when the ship is employed in trade or carrying goods for hire are also liable as common carriers, and in case of loss the action may be brought both the owner a 3d 259 the master. By law much master's liability is fixed at 60. There is an English act on the subject 7 Geo. 1 2d Geo. 3, the effect of these statutes 17th 18 75 is to limit the liability of the owner in March's 160 certain cases to the value of the ship freight -- we have no such statute.
of cons. carrier by becoming such impliedly and undertakes to carry all goods to the extent of his convenience afforded to him if the injury is offered to him with the goods. If he refuses he is liable in an action on the case. Bull 70. 9 Bl. 166. B. & D. 163. 5 Sheen 327.

A cons. carrier may make a special acceptance, ie impose reasonable terms as conditions of his acceptance. He may make the condition that he will not be responsible for silver, gold or unless he has

Bunzys notice of the articles he is to carry for the E & S 622 risk. If such conditions are imposed the cons. carrier is not complied with he may refuse to accept.

The bailment in case of cons. carrier is beneficial to both parties according to the general principle he is liable only for ordinary respect, and this was formerly the extent of his liability even to the time of 4 & 5 W. 1. 144.

But his liability has been gradually extended from principles of policy. The rule now is that cons. carrier is liable for all accident of his, occasioned otherwise than by the act of cons. carrier or public enemies, or the break

East 609
10 R. 27 24
1812 18 1 Wilg 286 1 Park 253 3 Chap 617 1 Lew. 395
Liability of common carriers.

A common carrier is not liable for all accidents except those before mentioned.

Inevitable accident is defined as one which could not have happened in the intervention of man. Fire not occasioned by lightning is not considered as inevitable accident. 2 H. Bl. 113, 1 P. 34, 9 H. 220.

In conveyance by water the breaking of rats thus the ship is not deemed inevitable. 1 B. 33, 70 B. Jones 141, 1 Il. 341.

A common carrier is not liable for the acts of public enemies; pirates are deemed public enemies but not so rebels in water unless it be a fresh water pirate or public enemy. 1 Vent. 239, 11 R. 18, 6 B. 60, 1 Vent. 190, 2 B. 85, 1 Il. 341.

But if against a pitch of weather to make it necessary to think the goods of a freighted vessel and the vessel is grounded 12 C. L. 3, 6 B. 620, 2 Bul. 180, 2 Rev. 567, Jones 151.
Bulment

Common carriers

There is a case reported having shown where the master threw overboard a box of jewels in which it was held that the master was not excused, citing 3. term 172.

The principle must have been that the throwing overboard of such a box was a carelessness that could not have been of any service to the safety of the ship.

But in case of goods thrown overboard the owners master & freighters are liable to answer, not so with baggage. 1 East 210.


March 9th 466.

If common carrier commits negligence it undertakes exposed property to negligible accident but is then liable. See 20 Va. 1 Comm. & C. 457. 23 & 381.

1 Comm. & C. 457. 23 & 381.

Again, the common carrier is excused for any loss occasioned by the act of the carrier himself as where it committed to B a cash 1 pack while it was in a state of form citation. 9 B. & C. 454. 23 & 381.

If the carrier's baggage is full laden & the carrier's suspicion & the carrier's taking them & a loss happens, by this is meant that he here is not liable to the extent of the guilt rule. He will have to be liable for neglect.

Show 127

1 B. & C. 344.
Leasability of Common Carrier.

But to subject the carrier to the extent of the loss, the goods must have been in his possession under his control. If then the owner is on board the ship, taking the charge of the goods, (by the matrix), it follows.

But the carrier is liable not indeed of common carrier but for want of ordinary care. 1 P.A. 621. Ball 70. Stet 64a. 3 Mac 354. 2 Div 317.

The principle is that the goods are not deemed to be in the possession of the carrier. But if the owner does not request a passage to have the goods overboard, this does not all discharge the common carrier. This 45th day of August, 1799.

It seems that the carrier is liable that he does not know the contents of a box unless he discharges himself of special acceptance. In this latter, does not depend only on the owner, for in some cases the carrier may be liable.

As the case is decided with respect to the value of the article I have called it was held that it, and it is declarative as to a box contained 100 this of the owner represented it, as a box of 100 books, and a loss the disaster was held liable.

But these facts are disappeared. 4 Dan. 1200. 1 East 148. 1 East 610. Jones 143. and are wrong in principle. I must be considered as settled, carrier is insurer, the value except the risk in insurance, the risk must not be covered, made up mentioned.
The unqualified notice that the master will not be liable for baggage at all cannot exempt him from all liability. The master I think be liable for his own negligence — such notice are common in steamboats & common carriers may impose reasonable terms. private bales may I conclude impose any terms.

[Signature] 18[?4]
Special acceptance

It is not necessary for the purpose of making a special acceptance that there be a personal communication between the seller and the carrier. If the seller has published the terms, the buyer may determine from the circumstances whether the seller had notice of the terms. 4 Rand v. Bank 4th ed. 365. Bull. 126183. 2nd. 380 (n).

Under a special acceptance, except where fraud or neglect on the carrier he is liable to the (14) extent of the full value of the goods. The carrier under a special acceptance the carrier if not informed of the value will only be liable Bull. 170 to the extent of the acceptance as if bull 73 says the box containing $500. The box under the terms that he will not be answerable for any money unless informed of the box containing $1000 he is liable only for $500.

And a carrier may enforce terms to sell 14B629 viz. that he will not be liable 4 East 376 for any part of money due to him unless he is informed of the contents of the box and the precise amount of money contained. Where the carrier will not be liable at all. This is a reasonable condition.
The master of a stage coach who carries goods for hire but who charges nothing for the baggage is not liable for the loss of the baggage, carrier, one. This can mean no more than that he is not liable as a common carrier for the baggage. And even if this rule that qualified seems to go to be incorrectly interpreted in fact extends to the baggage, and such is the rule in case of any bailee.

The master of a stage coach is liable as much within any express agreement to pay the hire for thee if an implied agreement? 1 Bac 342.

To charge a carrier it is not indispensable that the goods shall be lost in transit. He is liable for a loss at the time when he delivers the goods if the custom is to deliver to the consignor. Indeed, unless there be an established custom that he is not bound to deliver, 2 Bl R 916, 7 3 Mills 427, Esp D 623, 1 Bac 345.

Where the usage is not to deliver to the consignee but to keep the goods in the ware house of the carrier he ceases to be consignee when he delivers the goods at the ware house according to custom, but he may be liable if he receives any thing for storage for want of ordinary care, and if his storage is gratuitous, he seems to be liable only as depository, but it may be so that his compensation as carrier extends to storage.
Who is to be the carrier in case of loss?
If the consignee directs by what carrier the consignee shall send them, the consignee is the person who must sue the carrier for any loss, for as the consignee directs, he is in fact the bailee, and the consignee acts through an agent, and he, as between the consignor and the consignee, the consignee owns the goods: he must bear any loss.

But if the consignee elects the carrier, the consignor must sue the carrier.

So if the consignor makes him not liable by agreement to pay the carrier, if he assumes the risk of the journey, the consignee must sue. 13 R 333, 5 Bmr. 2650, 17 R 659.

But, see opinion of Lawrence) in Jones & Reck v. TL 333, 2 Comyn 315. 19.

But if one sends an order for goods to be sent by a consignee, the consignee endorses (42) them by any consignee upon the proper route, the risk is here the risk of the vendor, the consignee must sue. If the consignee makes a contract with the carrier at epsilon, he may not sue on the contract, but he may not sue in trover.
The ancient books treat the liability of a common carrier as founded on the custom of the realm, but this custom is merely a rule of the common law. The allegation that the custom of the realm is wholly unnecessary the judge will take notice of the common law.

When property is stolen from a common carrier, or otherwise lost or injured, he being guilty of a misfeasance, a special action in the case must be brought, but if he is guilty of a misfeasance found will lie for a special action in the case by deleto a dummert for a misfeasance is a conversion. 1 Tulk 655. 1 Esp. 850. 5 Barr 2827. 8 Co. 146.

Scheffer falls under this second branch of this fifth class. Jones 130: 2. Esp. 6236.
The Keepers.

When the bailee is not a bailee by contract, and according to the usual rule is not to be held liable for ordinary neglect, but the policy of the law has extended his liability. Jones 180:4, 185:4. But his liability is not quite as extensive as that of common carriers.

He is clearly liable for any loss occasioned by his servants in every instance.

(Ref: 1 Cres. 32:13. 1 Bl. 430.)

Sec. 2410. If the goods of a guest are stolen by the landlord, the innkeeper is liable whether he has used ordinary care or not, 1 Cres. 224. 8 Co. 33:4. 12 M. 189. Jones 134.

But if the goods of a guest are stolen by his own servant or a travelling companion, the innkeeper is not liable unless he is liable for theft committed by any one who lodges in the same apartment by the request of the guest. 1 Cres 228:5. 8 Co. 33:4. 12 M. 189. 224. 52 R. 270.

Sec. 2411.

If the keepers is liable, the case of loss by deceiving the common carrier? the innkeeper has no means of colluding with the common carrier. 8 Co. 32:3. Jones 135:4. 3 Bae 132, 2 Bl. 360. Jones says that if a person was to电竞e to the innkeeper that it will not be common carrier.
By the Roman law, the bailee was only exposed to the risk of public enemies or desirable accident, but it seems that the law does not extend this liability quite so far. Co. 32(e). 6 Pl. 129.

But the doctrine is, that he is not liable until default is shown, or liability is not law.

He is not liable for goods unless they be in praefectura, but the Salicium, 6 Pl. 126, includes stables, outhouses, etc.

If the goods of a guest are removed from the inn at the direction of the guest, the innkeeper is not liable with negligence on the part of the innkeeper. Co. 32(e). 6 Pl. 129. Bull. N. 73. Et bene to posture. 6 Pl. 127.

If the goods of a guest are lost, the burden of proof lies on the innkeeper to show that they were lost in such a manner as to discharge him from responsibility.

March 5, 1794.
VII Mandatum. A duty of goods to be carried or not until something is to be done with reward. This is called by Pound acting by commission, 1 Puc. 254. Bull. 73.

This case is like that of a depository except that the duty of a mandator lies in pecunia, the other in custodia.

Loy. 904. On principle the mandator is liable only for gross neglect under a quiet acceptance. 1 Puc. 255 and such is the pure rule as established by authority, that the rule has in some cases been filleted away.

But there may be an express or implied undertaking on the part of the mandator to use all necessary skill. 3 H. B. 161: 2. 308: 74. A doctrine advanced in H. B. is that 1 H. B. 151 if a mandator engages to use any degree of skill the omission of that degree of skill is of course gross neglect, but this rule confounds all distinction between gross and other neglect.
If one undertakes gratuitously undertakes to do something in the kind of his profession he implicitly undertakes to use all necessary skill.

But I make a distinction between the duty of a mandatary when it lies in his power and when it lies in his interest to carry it out. In the former case, the law implies an engagement to use all requisite care and diligence. But I can find no authority or reason for this distinction.

This extends the liability of the mandatary beyond that of a private citizen of the state.

Where there is no express engagement to use more care than the mandatary takes of his own accord, the mandatary is not liable for less than gross neglect. 14 B.C. 153. 1 P.R.C. 245.

But if the undertaking is in the line of the mandatary's profession there is an implied undertaking for skill (ante), and even here the implied undertaking does not extend to any thing except the skill, not to the risk. 28 Rasm. 418. Bull 1 P.R.C. 1 P.R.C. 245.
Mandatum
But neither a mandant nor any bailer,
can exempt himself from liability for fraud
for such an agreement, is contra bonum mores.
Jones 66, 77.

It is clear from some expressions in the
books that the mandant is liable, not
for test & none in the contract; but
this is wall doubt incorrect, the contract
is good if it is bounded the sure. Considering
7th 143 246, 305 19, 36. as the delivery of
settling the goods into the hands of the mandataire
66, 305, 19, 36.

... 3 East 62
12th 394

Hirst says where the agreement is executory of
special damage is sustained by the acceptance
the person promising is liable. But he has
no authority to doubt, i.e. if the promise
was made he is liable for the fraud but
the promise cannot be binding; it is
not at all to make it good. Jones 66, 77.
In what cases has a lien is a direct claim to incumbrance upon the property of another for the security of some debt or duty accompanied by actual possession, lien are general or special, the latter are founded on the former require strict proof of lien. I think, exists only in the 4th and 5th classes of bailment; in the case of loans, a lien is created by the very delivery without any thing more, the lien is consummated in 1945 by the delivery, but in the 5th clas, the later, the lien is created by the performance of the debt. contract by the labour or conveyance:

Most liens of the 5th class when they have performed their undertaking have a lien for the price of their labours, in the case of loans the lien is created by contract, in this case however the lien created a lien witht any contract.

But a third person who wrongfully obtains East 5th, the possession from the bailor, cannot take 25 R 485. agrafebape of the lien of the bailor, the bailor may sue the wrong does not that what tend on the lien of conveyance.
Ch. 124. Some carriers have a lien for the price 1744. of carriage until the price is paid; the 1744. carrier will not obey the order to deliver the goods until being paid before hand that he may do so.

And if goods are stolen & delivered by the thief to a common carrier he may 1744. detain them from the owner until paid for the carriage is bound to receive the goods.

Ch. 176. The keeper may retain the horse for the expense of keeping the horse 176. in his stead for the expense of keeping the horse 176.

Ch. 258. 128. 179. Ch. 2 174.

So, if a horse thief take the horse to another, the keeper may detain, at the expense of keeping the horse. 128. 179. Ch. 2 174.

So too, the keeper may detain the horse of his guest until his whole bill be paid; if not paid, a horse can be detained 174. 179. 174. 174.
But a lien is always lost by a voluntary abandonment of property, if the goods were wrongfully taken by the owner, the rule is dispelled. 1 Thes 5:7. 1 Tim 4:9; 4:1. East 1:4.

A tailor or other mechanic has a lien on the materials until he is paid. 8 Co 1472. This lien is annexed in behalf of trade & commerce.

But I think that where a mechanic has been in the habit of trusting an employer for work he cannot insist on a lien until the mechanic gives previous notice.

But a lien does not exist in favor of a bailiff of the 5th class. 15 St. John. 454, 525. 11 Ga 632. 240.

The captain of a ship has no lien on the ship's cargo for his wages, for he is supposed to know the character of the owner & to trust to their responsibility.

But the mariners have a lien upon the ship when they arrive at a port where
wages are payable they may label the ship in a foreign court of admiralty and have her sold. Doug 459. At a 937. Doug 161.

But when there is a special agreement or where the bailee relies he has no lien for where there is an express agreement the law implies none, if there a bailee agrees that his reward shall be paid at a certain time after the delivery to the bailee must deliver and wait for his reward until the time of credit has expired.

By this principle it was held that where there was merely a price fixed that the bailee had no lien but this cannot be law.

347.

72 Grant 14. (2 Pl Cr 123).

A facta has a lien on the goods of his principal at the same rate holes in favour of mercantile agents generally. Bakers, auctioneers and others. Holt 325. 3 R 119. Comp R merchant (4 Thm 6 254. 1 Byn 404. 2 Bl 1137. 4 Ex 168.

A lien does not give the party having it a right to sell the property detained. Satisfaction can be obtained by filing in Equity or action but as such no lien the the lien on a wrong may undoubtedly continue the property until the time has expired.

Selv 172. 1 Bac 240.
exported is not, that a lien can from the nature of the lien whether have more?

A lien can be established only by express contract or by strong evidence of general usage. The following classes of persons have been decided to have general liens: Attorneys, solicitors, Bankers, Eys, Wharfingers.

If a person dies as his own the property of another, the bailee it was formerly held to must deliver the property to the bailee's heir. 1 Rob. 6th. 100.

But, in 237, 242, 250, Ray. 867, 3d. Ed., it is said the bailee cannot

give, when, if the bailor does not yet deliver it to any public

judge, and the bailor has merely showed that the bailee is justified

in delivering to the bailor, that 

is all which the rule means; thus if the 

bailee delivers to the bailor pending an action agst. him by the owner the 

bailee, the act of the

owner, the lien on the bailor, but the rule implies that the owner 

might recover without the delivery to the 

bailee. Indeed, if this there can be no doubt for it is a good principle that 

the owner may take his property wherever he 

can find it.

But it is held hereon that if a wrong done by the 1 Rob. 607 

another's man's property, it dies his & a must 138.

redeliver to the owner 

that a redelivery 

to the bailor is not a discharge to him for it is said

"the Lvy is consolidated to produce the amount delivered by the owner, by whom law

but this controls is levied the Levy cannot

judge between the parties better than the 

testator."
But the law on this subject is very different from what it formerly was. At the bailor may always deliver the property to the true owner of it, in case of real property in general a tenant must restore the possession to him from whom he received it, but it is otherwise with chattels; if therefore the bailor was not owner, if he stole the property or claimed it by a defective title as ven, himself mere bailie if it, or had possession of it as servant of the owner in any these cases the bailor may lawfully restore the property to the true owner and in case of a transfer of property either by contract or by operation of law after the bailment the bailor may lawfully deliver the property to the new owner.

1st. If the bailor on demand of the property by the owner in case, like the preceding the bailor is bound to restore the property to the owner it may be subjected if an such demand the property should be retained by him.

May the bailer after such demand re-deliver the property to his bailor and they bar the owner from an action of? him (the bailor)?

Before demand made by the owner the bailor may I happen restore the property to him from whom is receiv’d it & if he does so he is guilty of no conversion of the property.
Bailments

There are cases in which the bailor sells the property of his bailee as his own, and in which the goods of the bailee are seized on by art the bailor. The Kent rule is that where the goods of one become part of the goods of another wrongfully, the owner may take them away where bailees instead they have sold in market court.

In Kent, 21 T.1. If a bailee becomes bankrupt, then in his possession, prior to disposition, the goods of another by the 1845, 128, the owner cannot seize goods in his hands for the 1834, 128, bankrupt's debts. The goods left after sale, 705, 228, in a breach of promise the 25% of the goods in 1839, when of his bankruptcy may take the goods.

This Act extends also to cases in which the bailor becomes bankrupt 1839, 67.

This Act does not proceed on the ground 1839, 84, 87 of fraud but because false credit is given expedite to the bailor in the possession of the bailor's property. A possession is presumptive evidence of property.
February 1857

Poetry of the Home.

And now, as the days of the winter's palm are numbered, I can feel the warmth of the sun in my bones. It's a feeling that I haven't felt in a long time, a feeling of hope and renewal. The world outside is still cold and gray, but inside, I can hear the rustling of leaves and see the sparkle of snowflakes. It's a reminder that even in the darkest of times, there is always a glimmer of light. And so, I dedicate this poem to all who are facing their own winter storms, for even in the coldest of nights, there is always a warm fire waiting to be lit.
The state extends to the mortgage of personal property when the mortgage contains a provision by permission of the mortgagee, ACTS 165. 1728348. 1756262.
This rule does not hold of mortgage of land or of chattels real, for here possession of real estate is no evidence of property.

Again this state does not extend to the sale of a ship at sea, because here immediate possession could not be given but the vendor must take possession as soon as possible after his arrival.

And there are other cases in which actual and immediate delivery of goods sold is not necessary to declare the vendee, & the vendee delivers the key of the store in which the goods sold are.
But to bring a case within this Stat. the vendor must have possession of the goods as if his own goods, or in the language of the Stat. they must with the vendor's consent be left in the possession under disposition of the vendor. Since a temporary possession in a particular warehouse by the vendor of goods does not give the creditor's of the vendor the means to a bankrupt a right to the goods, as if the goods were put into bond & remain for the convenience of the vendor to transport them.

The bankrupt in possession there must with the owner's consent appear in all respects to be himself the owner to bring a case within this Stat. Hence it from the nature of the bankrupt's business it is no evidence of his property that he has the possession under disposition of the Stat. does not apply. Of fact it is (private banker, in England commonly called Goldsmith).
In common cases of bailment where the bailor is not with the express consent in the order and possession of the goods bailor, the statute does not attain to the owner will hold as to the credit of the bailor &c. a bona fide purchaser from the bailor except in case of sale in market court, & the price a bonans 4th 44. of a, horse & carriage, for it is so common a thing to hire & borrow carriages, that the possession of them furnishes no evidence of property.

The rule of the common law that the owner may claim his property, into whose hands they come by the act of a third person, does not hold for money, bank checks, bills of exchange, and negotiable bills transferable by delivery. 3 Bm 1510. If they do deliver to IS as depositary, money and do in breach of trust pay out the money to a bona fide receiver, I cannot claim the property as the bona fide receiver. 3 Bm 283. But the fact of the depositary's bankruptcy has nothing to do with the case.

We have no such rule in Court as this of deposit, but we have adopted as our common law the reason & spirit of the statute.
...lying a tale within the principle of chief that the other must ensue the rule does not become bankrupt or sufficient &c. &c. The rule must with the same intent as far as to be the owner of the goods. 14.9. step of the rule cannot hold at the table until the table is innocent because it affects the remedy of the honest as his cause at the table.

...and where the table is innocent the & cannot hold under the table. People coming with the party's consent such as to give the table a false credit.

...P5121 94. 532. 69. B52. 555:974.

...are left in the temporary possession of the remedy for a convenient & harmless purpose the remedy will hold up a to the remedy.

...may come of a large store of cuttle cattle or sheep &c. &c. the stranger of them to him &c. &c. B will, then he &c. &c. The owner has to come up the remedies of &c. &c. reserved. (Conn.)
If houses are let to B for 10 months, can his interest be taken in any of the uncle's credit as? A thinks clearly that he cannot. But in 7 & 12 at least a furnished house to J for a year 13s creditor took the furniture at in 29s and 50 honggo said that the £2 could hold, but this case was in the principle that the house could clearly be taken being a chattel real of the furniture was much an appurtenance to the house. But in the case of failmets, the contract to B 10s is fiduciary
Bailor's right of action on wrongdoer.
The bailor as he has a quiet possessory, has an action adapted to the nature of the case at law. It cannot be his recovery who wrongfully takes in his name the property in the bailor's possession.

The principle is that personal possession, being after all a constructive possession, and is a right of possession. Whenever the bailor then at the time of the injury done a right of present possession, he may maintain trespass. v. 1 Dik. 438. 2 Rob. 569. 12 R 438.

But if at the time of the injury done the bailor has not the right to take the goods at pleasure from the bailee, the bailor cannot maintain trespass in remedy. If there have been presents for six months a let for that period the bailor cannot sue for an injury committed during this period. 4 R 519. 12 R 438. Esq. 583. 576. 77 Ky. 8 John 432.

After the term of the bailment has expired, the bailee for a subsequent trespass or detention, he may have trespass or detinue.
It is said that while the goods are taken during the period for which the bailor has the exclusive right of possession the bailor may have a special action in the case for the injury to the unconsenting bailee.

If goods are wrongfully taken from a depository and held in their possession the bailee may maintain trespass in the case for the constructive possession he has a right to prevent possession from the depositor, be

And this rule holds in all cases in which the bailor has at the time of the injury done a right to countervail and the delivery, has in the case of a carrier upon paying the

If a bailee delivers the goods into the hands of a stranger the bailee cannot have trespass at the stranger for the stranger having acted upon the warrant of the bailee, he can be liable suit being demanded by both him.

But if the delivery were in a breach of trust the bailee and stranger are ipso facto guilty of a conversion.
Bailey's right of action as stranger.
But in all these cases where the goods are
wrongfully taken from the bailee, he, the
bailee may have his right to recover the
wrong done, on the full value of the goods.
2 Rep 177. 20 Edw 140.

And this true of all bailees of goods.
22 Rep 33. 20 Edw 174, 549.
But it has been said that a depository
cannot maintain the action, because
he is not liable even for a loss.
Bull 164, 5, 262, 20 Edw 174, 549.

But the rule itself and the reason for it
are incorrect, the ground of the bailee's
right to recover, not a wrong done to
his liability, but, if his special
interest is wrongfully taken or
according to law. Bull 175, 577.
22 Rep 33, 20 Edw 174, 549.
20 Edw 374, 2 Chalmers 360, 13 Edw 64, Bull 33.
1 Edw 40, 44.

The bailee's liability, one cannot by the
ground of the bailee's right for the harm
an action. But the bailee, if the stranger
cannot try the rights. Liability, of the
bailee only, the & cannot try these two
issues.
If a bailor deliver the goods to a stranger the stranger may have no action but to bring them, 1 Ham. 687. 3 Bac. 200. 242.

The necessity now mentioned appears to be his own house or the nearest huddle that the goods were known to be the goods of another, name of a broker, 1 413 41. 2 413 591. 2 1 413 567. The reason is that these agents, Park. 3463, make the contract in their own names. 1 413 682.

When a master of ships who ear a freight, sale, 1 413 130, and of mercantile agents generally.

When the bailor and bailee may either of them sue the wrong done cannot be twice subjected and a debt by 1 413 158. 163 one has the action by the other for the full value 2 413 158.

It is sometimes said that if both sue he that first recovery will rest the other, but I think that he who first commences the debt attaches in itself a right of recovery which will rest the other, if his action, this is the case where a suit is called to lay out the debt of Newton, Sale 1 417 3 Bac. 158.
If the bailee has received satisfaction from the wrongdoer, he cannot afterwards sue the bailee. 2d Rang 1749. Roe 24 35. S. 2 1 24.

But I think that if the bailee commences an action at the wrongdoer he by that act finally issues his action at the bailee.

If the bailee first commences an action for the full value of the wrongdoer he becomes liable at all events to the bailee.

But the bailee may sustain special damages independent of the value of the property. E.g. if A lets a horse to B & the horse is taken & recovered the value of the horse still B may sue for the damage sustained by being stopped in the journey —
Remedies between bailor & bailee. If the bailor wrongfully takes property from the bailee, the latter has a special action on the case agst. the bailor, or an action in most cases on the contract as in hiring lending etc. 513 &c. 155. 266. 401.

But can the bailee have trespass or trover in such case agst. the bailor? The bailee's right of action is founded on his special property. the value of the property ought not to be the rule of damages. as it is in trespass or trover, but as between the bailor & bailee the bailee has at most only a term, a right of custody & use & this is the only right in which his action agst. the bailor must be founded.

He can't the bailor can maintain no other action agst. the bailee than detinue, from a special action on the case. He cannot in good faith have trespass.
But if the bailee wantonely destroys the property
bailied the bailee may have treachery for his
wanton act the bailee forfeits all the
remunerations of a bailee. S. C. 146. 5 C. 18 (2d).
C. C. L. 57. F. 191. 2 H. 465.
At any rate, when any exercise the employment of the unlicensed menus using short to be multiplied as to become public nuisance, and then the laws that established are subject to an indictment as nuisances.

1261, 84, 1194, 4131, 161. 8 Bnc 171. 9. e219 & 159.

But an inn, by becoming a place of a nuisance, & the keeper is liable to an indictment.

4131, 161. 8 Bnc 171. 9. e219 & 159.

But the English & the Count, or man can become an innkeeper with the license, this is now the rule in New York, & in all the New England States.

The duties of innkeepers in full extent are no function than to the entertaining of travelers & to the keeping of horses. & horses.

But an innkeeper is not bound to protect the person of his guest from battering day.
If an innkeeper refuses to entertain a traveller as his tenanted would assemble a mob for his sake, because he is liable to an indictment as well as to a civil action, but he is bound only to entertain travellers.

He is not discharged of his liability for the goods of his guest by his absence. A letter is executed, this discharge is founded in policy.

But an infant innkeeper is not as such liable for the liability of an infant innkeeper is founded on contract.

But there are causes which will excuse an innkeeper from entertaining travellers, as sickness of his family, fulness of his house.
If a host requires his guest to lock his apartment & refuses to be liable for his effects unless he does, I think that 3 Sirs 13 the innkeeper in case of loss cannot be sync 266

Money

153.

It has been contended that no mere delivery 3 Sirs 13 of the key of a room to the guest does 3 Sirs 13 ensure the innkeeper unless the guest locked the door.

But this is now denied.

The host is liable this he is ignorant of the kind & value of the goods of the guest unless perhaps the host has wantonly deceived 3 Sirs 13.

3 Sirs 13.

In the innkeeper is liable to the same extent as in case of travellers, for the property of those who remain with him for a long time at the price given by travellers. Not he is not liable for the goods of travellers who pay more than the price of boarders. 1 Cor 32 11

1 Cor 23 15 3 Sirs 183.
He is not chargeable as innkeeper for any goods in the absence of the owner for keeping which he receives no price, but the rule supposes such an absence that the owner could not be considered as a guest.


Deut 17:9.

But for any property for the keeping of which he does receive a profit, the innkeeper is liable to the owner to no greater:


The innkeeper has the same control over guests with any other person in such cases, which he has also a lien on the property of his guest until the whole bill is paid.

Lev 6:5. 2 Kin 8:5.

And if the guest shall go without permission, from the inn without paying his bill, the innkeeper may pursue and take and retain him till paid, but if the guest by permission of the landlord leave the house he can never after return.
When he retails the base of his guest
he cannot use him, 1 Tim. 5:20. 3 John 1:5.
The law merchant has been denned in a particular custom, but it is a vague custom; it extends throughout the whole world, and must resolve to be specially planned.

It may, however, be inferred by analogy, but this is in general the Socratic method, as they say: Consult 1 Bl. C. 293. Johnson's dictionary. 2 B. 268. 4 B. 268. 3 B. 268. 4 B. 268.

Similarly, the law merchant has confined to merchants in case of bills of exchange, but now it is extended to particular transactions among individuals of every class.

By the law merchant, then, is meant that unwritten code of law which governs mercantile transactions.

A Bill of exchange is an open letter of request addressed to one to another, directing the latter to pay a sum of money to J. D. or to his order or to D. B. or to his order or to C. B. or to his order or to T. B. or to his order.
A negotiable instrument is one in
which the legal interest may be
assigned to a third person, and the
third person becomes a party and
magnifies the
one in his own name.

This negotiable quality does not
exist in lands and
interests, at all the 265 and
rules relating to these instruments is
of ch 7 7 107,
that a chose in action cannot be
assigned.

The meaning of this rule is that ch 3 142
the legal interest in the debt cannot
be transferred, and the action must
be in the name of
the actual creditor.

Hence the risk of the debt at ch 7 5 163
may release the debt after the
transfer of the bond, and even after
notice to the debtor of the transfer.
The release is from the 74 on the
record.

Of late its have taken much rank (John 331)
to evade this rule especially in the 7 5th
County. In ch 7 if a release is pleaded, it is
the defense may reply that the release
was given after assignment the time of
assignment to the assignor; the rule
according to the principles named
inconsistent.
And in Engf a attempt has been made to destroy the effect of these releases, the E refused to allow the release to be pleaded.

In Exec the E could not provide an E to feel themselves bound to an effect to the release. But by a late Stat of May 22, 1822, such releases are unavailing in all the notes are negotiable to 20th of May, 1824, when they exceed thirty-five dollars.

The Cts of E have always supported assignments of choses in action unless the assignment is for valuable consider a bond in Cts. the Debtor may be compelled to pay the debt to the assignor notwithstanding ending a release made after notice of the assignment.

On it, have determined that the assignor may have an action on the part of the assignee for fraud in accepting the release if the assignee is unable to pay.
The contract of assignment is now good at law as between the parties.
To the assignment to the intentalks of giving the assignee an action is left.
And if the assignment is under seal the assignee he releases 30.
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And if the assignment is under seal the assignee he releases 30.
In an action on a bond given by me to Peter Scott for $4,000 due Jan. 1st, 1840, in the Court of Common Pleas, and not paid, and to take notice of it. But this is giving a great way. It has since been questioned. Yet it is breaking down the division line between the two poles distinctively. It is no part of the record.
it is a rule that in acting on
merger contracts, the self must prove a conveyance.

Ch. 7. New bills of exchange to be in simple
contract, "not in general the self need not prove the
consideration" taken in full, but only in cases where the
consideration is in any case not in all cases they are
merger, face, only, no considera-

When known, the holder claims the bill. 3 Banks 1576,
as deemed when the bill is transferrable 1528,
by delivery, under specious circumstances. Rule 220.
The self must prove a consideration paid. 2 Cal. 238
by theft or by some intermediate holder. 4 Cal. 517.

So the issue makes, and is called upon to show that
they paid value for the bill when the self proves, that he is a former holder. 433
holders lose a new defendant if the instrument to the bill. 2 Cal. 11, 100, 100.

But when the holder is named in the
bill as payer, a defendant, he is then not
bound to prove a consideration for the
fact that he is named as payee paid. 2 Cal. 57, 1 Cal. 574, 1 Cal. 100.

But in instruments intended to be a
note but not proving within the statute
does not imply, any consideration in
the contract, the words, value, etc.
the only lies here on the self

Sib. 582. 3 Com. 286, 2 John 237, 5 John 301.
the words, value, etc., in such writing not
provas facie imply a consideration. 3 John 484. Ch. 590.
of on settling an acc for goods sold
Prep. 179
one party gives a bill of exchange for
the amount of the acc, which is not
paid or the person giving the bill is
sued on the acc, but not on the bill
the deft cannot dispute the acc
1 Bl 445. And in genl the deft on his
part is not permitted to prove
the 674. want of consid. unless between hims-
Rid. 276.7 & the party in immediate priuity
Marsh. 549 with him in any stage.
2 Dan 15. the rule is founded on the genl
principle that it no be a fraud for
the bona fide holder if he could
be defeated by want of consid.
between prior parties.

But it seems that where the payer could not recover
2 Dan 15. an account of want of consideration or illegality to that the bearer or
indorsers must (without notice to prove) prove that they gave value
But if the payer owes the drawer or
the indorsers the his indorsed the
2 Dan 15. deft may show that there was no
1 Esp 178 cond. between them the parties
Evans 1c. to the suit. - here is no evil arising
52. from showing want of consid.
But if one takes a bill after it has become payable and a party not
is sued. May I show that he did no consider for it or to show any interest in the chattel defense of while the holder had an
was not the last qualification 39 R 82
however does not result to much 70 R 428

Because the holder takes it under the 39 R 236
circumstances of suspicion it is 28 R 170
left to you in each case to presume on the slightest circumstance that the holder was aware of the equitable defenses it can make no difference in this case whether the bill was transferred by delivery, or by indorsement.

Justice Dallas says that a holder who 70 R 428
receives a bill under these circumstances Ky R 282
is liable of course to any equitable 39 R 174
defense and every between any party 39 R 18
party 39 R 18, it is much more simple and rare dispute.
Bills are of two kinds foreign & inland. 8 Kyd 10.

A bill drawn in one of these states payable in another state is a foreign bill — contra 5 John 376. Circuit Ct. of US Consulade v Brown. Penn 1821.
3 Kent C.

Banker, checks are bills of exchange payable to bearer usually, but have sometimes to order. Ch 16. 44. 5. Kyd 41. 2. 1 Bl R. 7. Edn R. 744.

Such checks are usually payable on demand. Of course they are not payable on delay until demand made & if they are not presented in reasonable time the holder bears the loss. 7 P R 423. 10 R 18. 17 Bl R. 744.

Such checks may be declared on as bills of exchange, but it is said they are not liable to a protest; if the check is a foreign one it cannot be why a protest is not proper. 3 Bun 157. 1579. 13 R 423. 5 John 26.
What is a reasonable time?

This was formerly considered as a mixed question of fact and law, to be determined by the jury in each case, but this has been found too loose. Now in the first instance it is a mixed question; the jury must find the distance, the convenience of the neighborhood, the facts, being ascertained, the question is a question of law. The 410. 1173, direct the jury that if they find the facts thus and thus, they must find that the check was presented in reasonable time since.
PARTIES

All persons in joint bearing capacities may be parties to a bill of exchange. Ch. 10, Comb. 152, 2 Vent. 292, 1 Black 128, 12 Eliz. 36, 310.

A Bank may be its agent become party to a bill of exchange, but in no other way. A Bank itself can do nothing but pass a note.

If a bill is drawn, accepted or endorsed by a person incapable of binding himself, it will still be binding as to other parties. If some don't draw a bill the indorser is liable. He draws a new bill or the

Drawn 2 Oct. 1812. Chas.
A person may become deemed a receiver by her agent as well as by her own act. Childs 2d April 1647, 7th June 1656, 3d Aug. 1693.

In such case the party is said to become party by procuration Ch. 24. Any individual may act as agent for this purpose since it is a ministerial act. Infants, lunatics 2d 3d 8th 9th Ch. 24.

And agent may be constituted for this purpose without power of attorney.

On the other hand an agent cannot represent a dead for another unless he himself is dead. For a man cannot act of himself except by death.

An agent acting under a general authority may bind his principal to any extent but a special agent can bind the principal only to the extent of the special authority. 3 C. 35. 14 Co. 55. 2 Id. 611. 6 E. 59. 1 Esp. R. 111.
The agent shall always act in the name of his principal if he executes in his own name he alone will be bound.

Field 17.

One of the 7 traders may, by accepting a bill in the name of the firm bind the firm provided it is given to the act as agent.

Field 20.

Rebekah ib.

Mand: E.

It is so that the act of one trader in the name of the firm will not bind the firm if the bill is given for the benefit of the one desiring.
If one of the partners contracts a debt professedly on his own acct & to secure it gives a bill in the name of the firm. If the party who may know that the bill was given for the separate acct of one of them he cannot recover of the firm but otherwise he may recover. *Vern 277* 192 *Cosh 2 274*.
Again, it is held that the persons by making a bill payable to their own order make themselves quoad hoc partners, so that one may indorse on the bill as quire.

A bill drawn on a corporation may be accepted by their agent only Ch. 19, ch. 19.

This is written by an unknown hand.
Bills of Exchange

Certain entities are responsible, but not as such. The bill of exchange is not an instrument but imbued with the force of a past contract. It is an instrument as an appropriate method of signification and means a writing with the power of evidence, a ground of action and is counted when as such in pleading, but at a writing not an instrument as merely evidence of something once it is herein collated when a fact.

A bill of exchange is a promissory note having the requisite is an instrument and may be counted on but not with the requisites it carries with it no evidence of considerate and is not negotiable. The last point however rules that according to the weight of authorities, such writing may be declared on as a bill as a bill of exchange as between the right parties. A bill of exchange is between the right parties.

These requisites are two. 1st that the bill be payable at all events not on contingency.

2nd, that it be payable in money.

23 Ch. 127 only.
552 405.
7,321 241.
141 36 230.
4 Ch. 32.
10 Ch. 50.

If then the bill is payable on any event what may never happen it is void.

No bill of exchange is void unqualifiedly. It may be payable in

552 485.
987 217.
3,500 128.
8 Ch. 115.
6 Ch. 6.

If it is payable out of a particular fund what may or may not be

productive if the bill must import credit to the drawer or rest credit to a particular fund. 2 Er. 1362. 139. 1563. 145. 73/4 R. 241. 552 482.

439 345. R. 752. 511 2. 3 Wil 207.
When the event on which the bill is payable is not certain, namely certain
one day or concerning trade that bill is a good bill of exchange and if a bill
shall be one year after a ship is
paid off.

But again if the event is one that
must inevitably happen at some future
time the bill may be good enough Bin.

By at the death of it or when the
she is attaining a certain age naming the
time when they are still alive for how 254.

the bill will be payable the bill that
dies to stay.

The mention of a fund in a bill does not signify vitiate it unless the payment is dependent on the production of the fund and if it is

is money to direct the drawer but if an.

fund to be used himself in what the

mention of the fund does not vitiate

of the bill notes as personal credit to

drawer to not a credit to a particular

fund.

Dr. May 1847.
J. R. B. 733
246. In the case of foreign bills, it is usual to draw three to prevent the consequence of loss, but here to prevent the drawer paying each of them they each count upon the other, seeing & think of the same tenor, date being unpaid.
The bill must look out some person to whom it is to be paid or to be cashed. It has been said that if no payer is mentioned it is payable to bearer; then the bill mentions from whom the value is due; it is payable to that person from whom the value is due? (vide ch 22 ch 32 vol 6 go) vide section 529 (ch 12).

A bill payable to a fictitious payee or or d by an is as payable to bearer at all when the time when they became parties, but unless they knew it the bill at them is of no effect for they might be defrauded they might have taken it and endorsed it on the credit of the fictitious payee.

Such bills are however strongly condemned. (ch 13)
§ 26. In the mortgagor must contain
the words, "value for," but these words
are unnecessary, a consideration is implied
with the same. 1 Me. 302. 1 El. 5, 4 Ed. 12, 76
Sta. 182; 1 El. 5, 4 Ed. 12.

§ 26. When a bill is for accommodation,
make good that fact is known to the indorser
at the time when he takes it. The
indorser can recover no more than he paid
for it, for the party sued is not a
bearer.

This rule does not hold when
§ 26. a bill is drawn or accepted for
a debt due. The debtor owes the
whole debt & there can be no
wait of equity in making him
pay the whole.
When a bill is drawn for a debt actually due the debt must be paid to the assignee the assignee is entitled of comme to the whole of the debt. 5. 93. 1751. 227.

Illegal Consider.

In all cases in which the debt can and the want of consider he may be made of course over the illegality of the consideration as between parties in Cor. 614. immediate privy and where a bill is taken when overdue. Of first lost page a quo drawn a acceptee.

And a subsequent holder who knew the illegality of the consider at the time of taking the bill cannot recover. Ch. 52.
But in quite any bond held by
having the note of the illegality
may recover on it.

256. 176 R 500. 300. 83 R 370. 454. 537
79 R 607. 65 R 1155.

Dong 646. But when statute law has declared
a bill to be void it is said there
256. 176 R 647 is an exception to the above genl
rule, but this is wrong
the last 356 exception is thus, where at law
1662. 692 has declared a bill to be void for
the protection of one the parties
no holder can recover at him,
by none can recover of the party
giving usufrum interest. So more
succeedfully won at gaming none can
recover of the losser (the drawer)
or of course of the acceptor for
the acceptor pays the drawer's money.

To recover in these cases to
destroy the effect of the statute.
And in the latter case the bona fide holder may recover any part, for whose protection the Stat was not intended. If an indorse may recover, the issuer, if he has indorsed on the bill.

Suppose the indorse had notice of the using, will he can recover, no the

If the draft bill is passed still the same. When drawing it ever is bound for the indorse. 3 days it one is a new contract. If not the holder can recover only not the issue from whom he immediately it but it he cannot resort to the doctrine.

If a bill which is good in its creation is inserted one on an wearing caused, 

a bona fide holder may recover any the drawer or acceptor, the not also the words. The wording indorsed can not use a qty any one...
In general the contract is construed according to the law of the place where the contract was made.

2 Sam 24:17.
184+P441. 2 4 126 603. Comp 177.
Bun 1077. 9 3 R 242. 2 Eges 453.

This is however an exception to the general rule with regard to the time of payment that is usually construed by the law of the place where the bill is payable. For the nature and extent of the contract are properly construed in reference to the place where the contract is made, not the time and manner of performance, as properly determined by the law of the place, where it is to be performed.

7 Rev 14:1. Nature, construction & legal effect arc 1265. determined by the law loci contracting. 5th 364. as the mode of enforcing the right, such 362. by the process the form of the action. 5th 364. the mode of pleading be are determined. 1134. 135. by the law loci. 2 195. 1 105. 11 194.
2 Cor 15 525.
Where a person receives a bill in stock of a former debt for which he has no higher security, he cannot in good faith be held for the original debt before the bill has become payable for having received a bill payable in future. He tacitly agrees to prolong the credit. [231]

If a bill is altered while in the hands of any holder, without the drawer's consent, the drawer is discharged even in favour of a bona fide holder. The alteration must be material as to date and time. 4'th R 320. 5'th R 367. 2 H 121 141. Ch 62:3.

It is the policy of the law merchant to protect bona fide holders, but it cannot carry this policy so far as to make a forged instrument good. Neither can a recovery be had at the acceptor nor at any one who endorsed it before the alteration.

But if accepted after alteration a recovery may be had against the acceptor by any one who endorsed it as a bona fide holder.
But the party making the alteration can in no case escape.

If the alteration be the unauthorized act of a stranger don it violate the bill, sent not Ch 13 1807 & note. Sander 707 100 143 330. 2 B&H 757. 10 Comm 2192.

The drawer by the act of drawing and giving the bill comes under an implied engagement that the drawer is capable of accepting the bill & that, if a place is named that the acceptor may then be found, that the acceptor will accept the bill according to the time when duly presented, & finally, that on due presentment for payment the drawer will pay the bill — Story 55. 2 B&H 378. 1 Esp R 571. 2 Tr 1017. Ex 69:4 70:2 Kyd 189.

The same implied undertaking is entered into by each indorser to his endorsee & to every receiver born side holder. 3 East 451. 7 B&H 559. 4 John 144.

No such engagement is implied when the payee for receive effectually agrees to assume all risks. 1191.
And again the great rule does not apply to an, a person who transfers a bill on the mere discount of the one who merely delivers over a bill without indorsement in a case of money advanced by the way of purchasing it. Ch. 63. § 80. 169. 170. 173. 187. 198. 

If the holder transfers a bill for 100 a debt due is due from him 72 Feb. 757 not indorsed it and the bill is not 168 K. 447 paid, the maker of the bill is still liable for the right debt. 

Kyd. 90:1

And in case of transfer of a bill for a previous debt without indorsement it seems the person transferring may be liable for the debt 15 East 7 when the bill is not paid the person acquiring the bill did not from it a personal obligation of the maker of the person transferring or himself. Ch. 63: 4

Indorsed is always liable but if 100 there is no indorsement, Cavena.

When there is a failure in any of these implied undertakings the drawer to immediately becomes liable even tho' the day of payment has not arrived. Doug. 55. 3 18th 1817. 

1 Burr. 664. 2 Burr. 52. 3 1817. 52. 139. See V. 167 
3 East 481. 3 Ell. 487 4 John 144.
In some cases it is necessary in some cases for the holder to present the bill for acceptance.

Keyp. 17

where the bill is payable within a limited time after sight or request presentment is, in some cases, necessary.

Keyp. 18

But in other cases it is necessary to present the bill for acceptance.

Rud. 2. 274

Where it is otherwise necessary to present for acceptance it may be dispensed with if it can be proved that the drawer or indorser has no effect in the hands of the drawer, or if he can prove any fact which shows that the drawer was hurt by non-presentment.

Keyp. 5. 262

The rule as to time of presentment

Keyp. 413 when presentment for acceptance is necessary is that the holder must use due diligence to present in a reasonable time.
Whether a bill payable at sight is to be presented or acceptance depends upon the fact whether days of grace are or are not allowed. Ch. 125.

Presentment for this purpose as for Hugh should be within the usual hours of business. Ryd. 125. Ch. 129. 148.

It has been said that the drawer must immediately on presentment, for acceptance, accept or refuse. Comyn Dig. 8. But the drawer must be allowed some time to pay it is usual to leave the Ryd. 126. bill 24 hours with the drawee if it is not known when the bill is thus left, if it is not accepted within the 24 hours the holder may consider it as dishonored.
If the drawee has really removed from the place described presentment, it is to be made at the new place of abode.

But if the drawee with that intending has gone out of the state, the holder is not bound to follow him. If he has left a house demand shall be made at his house, if he has left none the bill is dishonoured of course.

Chapter 70. If drawee is dead, presentment should be made to his personal representative.

Acceptance is the act of engaging to comply with the request in the bill and an presentment be paid, will bind the acceptor.
Acceptance by the drawer's authorized agent will bind the drawer, but unless the agent will present the instrument the holder is not bound to accept the acceptance of the agent.

And I think it doubtful whether the holder is bound in any case to receive an acceptance by the agent. Ch 3, §12, 1 Eliz R 115. 189. It seems best to reject such an acceptance.

If the drawer is found to be an intestate or otherwise legally incapable of making a valid acceptance the holder may treat the bill as dishonored Ch 3, §12.

A promise to accept at a future time carries, in some cases, an acceptance in present. & leave the bill in present, bill and I will accept it.
And a person may bind himself by a promise to accept a bill to be drawn in future; then the promise operates as an acceptance: this rule holds, when the promise was attended by circumstances which induced the party a holder to take the bill.

And an acceptance after the day of payment will bind the acceptor, that in this case the drawee and indorsers are discharged unless the due duly notified of non-acceptance or of non-payment at the day.

An acceptance made after the day of payment binds the acceptor to pay immediately. 2 Rob. 364. 574. 12 Ellot 416. 1 Com. R. 75.
29 Where there is a system of bankrupt laws the drawer is not safe in accepting after he knows of the bankruptcy of the drawer but if he accepts before notice he may safely pay for the law protects him in bankruptcy. 2 H. 26, 334. 7 R. 711. 6 B. 74. 151. 2.

The acceptance may be absolute, conditional, partial, but the holder is not bound to accept any but an absolute acceptance. It is only when the bill is dishonored that the acceptance is absolute.

If however the holder chooses to receive an acceptance varying from the terms of the note, or if he gives notice to the other party of the nature of the acceptance they will not be discharged.
the absolute acceptance is an agreement to pay the bill according to the terms. the usual form of a written acceptance is by writing 'accepted' + signed by the acceptor or his agent. so the mere writing of the name by the drawer or his agent, or accepted written but not signed is an acceptance. indeed an act signifying an intention to accept is an acceptance.

a verbal acceptance will not bind the acceptor in favour of the person promoting the funds that he thinks the acceptance must bind in favour of a bona fide holder. 3 Barn 1669, ch 37.
A written acceptance need not be on the bill; this is by &c.

and there may be an implied acceptance, but to constitute such an acceptance, there must be some act or circumstance, from which it can be inferred, that the holder was induced to believe that (Hardy's) the bill was acceptable. If there is your bill is all right.

Again an acceptance may be implied too. from the drawer's keeping the bill in Ch. 7, s. 29.

And indeed any act of the drawer which gives credit to the bill & presents by so the holder from sending notice of dishonor is an implied acceptance.
A conditional acceptance is an agreement to pay the bill on a contingency. If the holder receives such acceptance, he must give notice to the other parties or they will be discharged.

If then the drawer writes this acceptance of such a draft, when in cash for such a cargo, this is cond. Str. 1152. 112. 2 Wil. 3. Comp. 571. 10 R 182. Rell. 447. Ch. 10: 80. R. 218. when Come in pop. if the party the bill shall be paid, he is an acceptance like the other you notice of dishonor.

A cond. acceptance if it becomes absolute of course as soon as the contingency happens. Str. 212. Comp. 571. 10 R 182. Ch. 10: 1. 101: 2.

Where the drawer accepts in writing the cond. if any is intended must also be written—otherwise the consor. will not avail the acceptor as subj. bona fide holder with notice—such a cond. is however binding as between the parties to it, its invalidity is not founded on the superior solemnity of writing but on a subj. holder.
But if the subject holder gave no value or had actual notice of the condi-
tion, he can not recover unless the contingency has happened.

But if any intermediate holder gave value and had no notice the sub-
ject holder may then take the place of this intermediate holder.

Partial acceptance is absolute, but differs from the term of the bill. Comb. 452
as to pay at a different time, or a different amount, or part in money and part in goods. 1 N. Y. 31.

The holder may refuse such an acceptance and treat the bill as dishonored. Where the acceptance is partial if the holder does not intend to discharge the true parties he must give notice of the nature of the acceptance if he accepts, the acceptance; or if he refuses he must give notice of non acceptance.
If he give notice that the bill is
discharged, whereby he cannot afterwards
make use of the advantage of the partie
acceptance, Vide 8 Tant. 218.

Whether an acceptance is particular,
or a question of law.

McIL 1874 An acceptance is binding in favour
of a third person, as page instance
40 R 339, the suit to be moved to the
endorser, & that this fact is known
to the payee to.

4 HAR 622 Hence an acceptance by the Eftee of
3 Wiz, the drawer is an admission of self,
2 the 120., and will bind the Eftee the bank has
3 Bun 1215 no agent.
13 R 487.

And the same rule holds if an
indorsement of an Eftee.
The obligation of an acceptance is irrevocable, but if acceptance is made in a foreign country by the law of which it becomes invalid in that country, it becomes invalid there.

This obligation may be waived by the holder, whether done or written. Day 236 or by bare parcel spent. This is not 245 in point time of contracts at 246. 247 the rule is founded on the equity of the law merchant in equity of 248 section 249. The rule on advocating an equity.

Hence a message sent by the holder Day 251 to the acceptor that the affair 252 was done with was held a discharge. 253 of the acceptor, was the rule it? Have been the same in this case had the acceptance been for value and not an accommodation acceptance.
The acceptor is said to be discharged upon a partial acceptance, when he is paid. The alteration by the holder of a partial acceptance, as it may affect the drawee's liability to pay, is an alteration invalidating the partial acceptance. If the alteration is material, the acceptance is altered, but when alteration is made on the bill not by the drawee, it is the acceptance of the holder with the authority of the acceptor.
The doctrine of the assignee tends to the drawer in arms where the prospect of profit on the goods is the consideration of the acceptance, if the holder take, the bill of lading he discharges the acceptor.

The act of acceptance, when the terms of it, without nothing to the contrary, imply [146], 1547, that the acceptor is indebted to the drawer; this presumption is irrebuttable by Raynes in Brown, 11, 457; between a holder & the acceptor it is Nova Hyd 15, 6, not evidence, & the drawer may give the acceptor on the bill when the drawer has been compelled to pay.

And in this case if the acceptor buys Nova Hyd 15, the bill he may recover from the drawer if the drawer had remitted the drawer, not once the drawer.

If the holder makes the acceptor be discharged he is discharged & also the indorser has nothing on account discharged. The acceptor’s 3 do. 15 is primary of what discharge. If he have discharged the indorser at all.
When the presentment for acceptance is not made, by the holder, the drawer refuses to accept or accept, they must be paid or the money paid, to the party holding the order. If notice is not given in due time, the party who had no notice is discharged.

The rule, formerly, was that the party insisting on want of notice must prove actual damage from the want of notice, but now the presumption of notice is in favor of them having sustained damage, and therefore the holder must prove that no damage is sustained by the debt, or that he is not exposed to any damage.

If, from the date of the bill to the time of payment, the drawer had effects in the hands of the drawer, the drawer is presumed to be uninjured by want of notice. In this case, it is presumed that the drawer knew that his bill was not to be dishonored, and the holder takes the goods.
But if the devise had no such effect in the hands of the devisee, they must be laid on the socle of an assumption of demand and due and the admitted right of the actual devisee. Demurrer will not be made in the absence of want of notice.

And with regard to a promissory note it has been held that the fraud involved in it with a knowledge of the maker's insolvency the insolvent company continuing to the time of payment from the date is not entitled to notice at any payment by the maker. The decision is not overruled in England. It has been so considered in this country and in this country the decision has been denied. But it is thought the English rule correct.
If the indorers have effects on the drawer's hand, but if the drawer has not the drawer if not 1 not in the next entitled to receive 1 Esp. R 375, Case.

If remore the drawer had effect in the hands of the drawer at the time of drawing no direct events will dispense with notice that no damage c has accrued 2 R 330 from want of notice is introduced 1 H Bl 672 exceptions to this rule we create 7 East 350 in lieu uncertainty preparing well

Precisely the same rule holds in favour of the indorers if the indorers p. value for the bill he must have notice.

And if the drawer informs the drawer before hand that he w not accept this will not dispense with notice the drawer might have charged his mind 2 H 1 61 536. 8 R 234. 10 R 485. 712. 285. Bom 1355. 1 B P 652. 2 B C R 390. 824.
When the drawer has no effects in the hands of the drawer or the drawer has no money there that he would have acted in a R714 damage from want of notice, 18714. But I do not believe this rule R714 to be consistent with any State of facts in which the drawer is unable to sustain damage if he had no effects.

If the drawer has become bankrupt at the time of non-acceptance, 31366 notice need not be given the drawer bankrupt has no property, it can do no good to give him notice. The assignees are not party to the drawer's interest in property. The assignees are not responsible for the drawer's interest in property. If the drawer absconds he is not entitled to notice. The drawer on Ch.19.

No condition to give notice in all cases may be imposed but in these cases notice shall be given as soon as the impediment is removed. If the holder dies or is suddenly taken sick to.
If the drawee makes a conditional acceptance, the condition happening shall then the drawee refuse payment by the holder or not then be dischargeable by not having given notice. If the acceptance has become absolute.

If the drawee accepts partially, the prior parties are bound to the extent of the acceptance unless notice, but no further, as to the residue the bill is dishonoured.
Mode of giving notice

This is, diff in case of foreign
inland bills, with respect to the 13 El. 176
former there is a prescribed mode of giv
of giving notice of proving that Ryal 136 14
notice in this case where notice being
is necessary a protest is necessary added
and the want of a protest can be
not be supplied by any proof what Ryal 174
ever, a protest is the conventional Ryal 174
mode if proof established by yield 53 R 239
law.

This protest is to be made in yield by a
a notary public - he is an officer Ch. 30 31
recognized by your law, his official millage
is to certificate of facts is evidence of
the facts contained in it

Full credit is given to the protest
in all foreign courts, as to the formal
vid 13 R 713, Ryal 5 R 712

When a notary cannot be obtained Ryal 137
in England, or if the protest may be
made before a substantial man
of the county — Ryal 57 251
the certificate of facts is evidence.

This protest is to be registered in

chap 7 A protest must in some be made at the place to which the bill is directed or in which it is payable.

To give due notice the protest need not accompany the letter containing delivery the notice -- the letter however must state not only the dishonor date & place but the protest. A mere copy of the protest is sent.

On the application of an individual a protest is unnecessary for the purpose of holding the person liable. Collected in a Bank Bill by receipt of the bank.

While it is true that the holder must not only ship a protest of dishonor but that the holder intends to rely on the prior parties & does not intend to rely on the drawer. But I do not believe this.

St. 410 A protest of an inland bill at anyKy'd 1st 145, 14 merely void but new by it. & ch. 413 4. A protest is necessary to indicate the holder to damages & costs.

This protest is made in the same manner as the protest of foreign bills.
Where the parties to be notified are not in the neighborhood a notice by mail is sufficient. If this is not the case, of reaching the drawer still the notice is sufficient.

Where there is no mail it is sufficient if notice be sent by the first ordinary conveyance 2.4.1856.

And a delay in sending may be excused by inevitable accident. It should be sent as soon known as the impediment is removed.

Here to time the rule is that the holder, before giving notice of non-acceptance, must send notice of non-acceptance in reasonable time to all whom the holder intends to hold liable.

The general rule is, that notice must be sent on the day of non-acceptance, if there is only regular conveyance on the day of non-acceptance or on the next regular conveyance.

This rule was formerly much less strict than at present. 1827, 125, 175. 1827, 125, 175.
Ch. 97. Notice is to be given in writing by the holder or his agent, but it has been held that notice by the acceptor is sufficient.

Ch. 98. And notice by any of the indorsers or by the holder may be taken advantage of by any of the other indorsers.

When notice is necessary at all it is to be given to all the prior parties to whom in any event the holder intends to resort. 5 Barn. 2675. 15 R. 712. 1 Vent. 45. Ch. 89. 4 S. & M. 11. Peake 570. 203(12) 221.

Ch. 441. Want of notice to the graver is no defence to the indorser if the latter had due notice, the holder may ratify. Select any one party and look to him. Ch. 99. 264 alone. Give notice to him alone. All 131, 3 Each indorser draws a new bill.
The consequences of neglect to give notice may be waived by matter of fact, and the
acceptance of such notice, or a promise to pay the bill.

But if a party to whom notice has not been given promises to pay within the knowledge of the fact of
his acceptance, he is not bound by the promise.

But this rule has been varied so it is held that this promise is an admission that he has received notice of the promise will support an allegation of due notice.

It has been held by the reason that a promise made by a party to whom reasonable notice of non discharge of another who did not know that by law he was discharged by 2 East 469 not, that 2 West 345 was discharged by 469
It was decided in the same case that the drawer having paid the bill under such circumstances might recover back the money in an action for money had and received.

In the case of and acceptance want of notice is cured if the condi. is performed before the day of payment. In the case of acceptance becomes absolute before the day of payment.

But it must be that if the condi. is not complied with until after the time of payment mentioned in the bill the holder will not be excused for want of notice of the condi. acceptance for in this case this antity to an enlarged time of payment to the acceptor.
When a foreign bill is presented for acceptance, the drawer may, by deposit of an acceptor's bond, accept the bill as a protest. The bond may be taken in any case where the drawer is willing to voluntarily deposit it for the mere purpose of procuring the credit of the drawer or indorser. This is the course most often taken when the drawer is unwilling to accept the account of a third person or when account a bill is drawn.

In this case, he is immediately sent a copy of the protest to the indorser to file when he sees us. 324 240. Page 7.
But the acceptor under protest negates his rights, and the parties subject to him to whole order he accepts for he merely takes the place of him or whoever holds the bill as accepted.

Ch. 1045 of the law as before, to accept is given. 
Any other person may accept by delivering the signed of any person on the back. 
A payee by payment is precisely the same as the distance, as have been held he accepted under protest.

Beneath the Bill previously accepted unless protest or other person may be accepted by another person for the honor of all the parties.

Ch. 1104. It has been of that the holder is bound, relative to receive an acceptance under protest by 105. 155 if offered by an irresponsible stranger but they cannot be law. The implied engagement of the drawer pursuant to that the drawer will accept.

Indeed if the drawer refuses to accept according to the term the holder's right of action is complete.
Bills of Exchange (1774)

After an acceptance upon presentment by a payee, the drawer is willing to make a Bill of Exchange, but by the amount of the holder or stranger who accepted when protest, he may do it.

An acceptance when protest is as binding as when made on the acceptor of any other acceptance. He is liable for the same as the holder or stranger, so far as any party for whose honor he accepts may insist.

If he accepts for the honor of the drawer, any indorser, who has been compelled to pay, may resort to the acceptor High 2, sub 23.

If the bill is accepted for the honor of a particular instance, he is liable to any other subsequent indorser compelled to pay the bill.

If the acceptance is for the honor of the drawer alone, the acceptor who has accepted a sight or indemnity bill, the drawer only.
Whether a bill is negotiable or not is a matter of law arising on the face of the bill itself, but in most cases inquiries may be made of eminent merchants. This practice was seldom resorted to.

An agent or valid transferee can be made 1. 4. R. 1667 only by the payee or by some person who has acquired from the payee the legal title to the bill.

The same agent will hold if bill transferred by delivery or by the person who has the legal interest in the bill is the only person who can make a valid transferee. Dore 1870, this rule however holds only where the person who takes the bill knows that the person transferring has no right to transfer.

Objection! A mere holder for value then will not be affected by the want of title in the transferor.
If the payer or endorser becomes bankrupt, the right of transferees vests in the assignees, and in case this right has vested by the time of insolvency.

On the death of the payer, the right of transferees vest in the personal representatives, and in case the assignee of the personal representatives has already paid the money, such assignee may recover the same from the personal representatives.

Of a bill is payable to or for the use of, the right of transfer vests in or for the trustee.

Bills are usually transferred after acceptance and before the day of payment. But a transfer may be made before, during, or after the operation of the act of transfer. The operation of the act of transfer may be effectuated by endorsement of a blank piece of paper.
Not valid transfer may be made after
the date of payment, but it is 

to the indorser. The indorser, however,
cannot object to the transfer on
this ground— he is bound as effectually
as if the indorsement was made before payment.
The true party, however, may object
and show any equitable defense, if
the party who indorsed the bill before it
was payable, but the indorsee may sue
any indorsee who transferred the bill after
it was due, and the latter cannot set up any
defense on the ground that it was not due when
overdue.

If a bill is indorsed after it has been
paid the indorsement binds no other
person than the party making it,
but this rule must be upon the 

made at the time of payment, or at
any such time, in any case, before the 

is not liable to the equitable
defense.
A bill paid in part may be
indorsed over for the residue to
pay. If not paid, the indorsement is not
void of effect, but must extend to the
whole amount. (Per 422428)

The mode of transfer is governed in
part by the legal operation of the instrument,
not of course by the terms used. In 1796, the
terms "legal operation" Ch. 11506 coincide.

A bill payable to a private
person is transferable by delivery,
and the indorsement is merely void
as to the transfer of the instrument
by it.

A bill is transferable in two other
cases by mere delivery, 1st where it
is indorsed payable to A for bearer
or to bearer and 2ndly where it is
indorsed in blank (Per 422428).

Deer 0181
Ch. 11506
Per 422428
Ch. 1166
K. & R. 1168
12. K. 1168
12. K. 1168.
No technical form is necessary to make a valid transfer.

An indorsement may be in blank.

A blank indorsement while it remains in full a valuable security, by enabling the holder to fill up the indorsement as he pleases, by an assignment or by a endorse.

It is sufficient that it be filled up at the trial.

But at present it seems that a blank indorsement per se is sufficient to transfer the title.

Hence while the indorsement remains blank an action may be brought in the name of the indorser by the party not when the indorsement is filled.

Buller, 275, 282, 199, 294.
So while the indorsement remains on blank the negotiability of the indorsement cannot be stopped by any restricting indorsement and cannot convey the interest to the holder may strike out the indorsement and fill up the blank indorsement in order to pass behind the holder.

But this rule does not hold where the subsequent indorsement does not convey the interest to the holder. Then has no right to strike out the indorsement.

But a bill payable to order is not negotiable by mere delivery unless it is indorsed in blank by the payee or by some other indorsed.

An indorsement in blank is one which prescribes to whom the bill shall be paid and this prescribes the indorser, unless it is indorsed to one as agent for the indorser.
But if a bill is indorsed in hand, before presentment, the indorser must accept, he subjects himself to a two-fold contract. He impliedly engages to pay according to the indorsement.

The indorser, however, can never be subjected to such an indorsement unless the indorser hath paid the bill before the bill drawn. 

But after part of a bill has been indorsed, it may, undoubtedly, be indorsed further for the residue, if this case arises. In such case the indorser has then two-fold obligation.

To complete the transfer, the bill should be delivered.
Operation of a transfer:
An indorsement is the almost
necessary and respect the drawing of a new
doc. 125 bill - doc. 180.
doc. 135

On this principle the indorsement of
doc. 249 collate. a promising note is a bill of goods
sec. 140 and may be declared on as such
Run. 170 at least as! the indorser. ch. 101, 1701.
Sec. 132
Raym. 734

Raym. 734 hence as the case of a bill if the name
Sec. 125 of the maker is forged the indorse
sec. 122 is still liable to the indorsee

Ch. 122.4 and this bill of the indorsee may
be discharged by the indorsed
neglect precisely as the obligation of
drawn a indorse of a bill may
be. as by want of notice that the
note is dishonored. Live.
The transfer of a bill by bare delivery is for a debt incurred at the time of transfer, subject to the part making it to an old assignee, to that of an indorser as to the immediate assignee.

There is no similarity in the obligor where one indebts him to be liable for the bill, but when a bill is transferable by delivery is delivered transferred by bare delivery the person delivering it is not liable on the assignee's bill, when the bill acts to 18 East 7. In that the person who transfers is liable to the person to whom he transfers it on the right to consider if the bills prove unsatisfactory, 18th 4. Thus far he is liable until the assignee assumes the risk. If agreed to take the bill as payable in all case the assignee is not liable at all and in no case is the assignee liable to any one to his immediate assignee.
When a bill is transferred by mere delivery or a discount, the assignee is not liable at all either on the bill or on the note, unless he discount by a discount or in the very case considered by the note. Where money is advanced at the time the assignee assumes the risk of course. caveat emptor. Chapter 32 R. 757. 1. Sep. R. 447. Ky. 4011. CH. 100 123 15. Com. C 289 90.

The undertaking of the parties to a bill and several distinct herein. If one is taken in Eq. and voluntary discharged out of custody does not discharge the remedy of the holder and the other.

Then if the holder of a bill transcribed by mere delivery, looses it or is robbed of it and if it afterwards comes into the hands of a bona fide receiver, he may recover on it and any of the other parties.

The holder or finder cannot recover.

Book D. 163. But it seems that if the receiver took the bill under circumstances which ought to have excited his suspicion and he be guilty of gross neglect in receiving the bill the receiver cannot recover. Blaunston & Payne 191.
Where a lost bill is paid out of the usual course of business, the drawer may be compelled to pay it over to the party who lost it. If the drawer pays it before the bill becomes payable.

1 Ephe 40. 150:1. 6th 150 1 4c.

If a bill transferable by indorsement is transferred by a forged indorsement, the indorseree acquires no title under it; he can record only, as the parties subject to the forgery.

Since the true owner of the bill may recover not the acceptor, drawn for the the they have paid to a person claiming under a forged indorsement.

9 182 150 687 687 637 6th 155 157.
If the drawer of a banker's bill has no
deceased at a time when a person is under
the will, the holder, a present money order payable when
the will has been payable, and, if he refuses to sign
his note, the bill must be protested as
dishonoured.

And in all cases of a bill lost if the
drawer cannot a bill not give a new
bill the protest must be made on a
copy. (Ch. 34949, 128, 388.)

If the drawer absconds, the holder may
protest the bill for better security to
give notice to the payee parties to Pay.
743 Barnes 1124 1100. (Ch. 491.)
This rule relates to a bill previously
accepted when the acceptance after being
absconded, or if the drawer absconds before
accepted, a protest for non-acceptance
is proper.

In this better security is given by a
third person who engage to become
liable as principal to make protest,
and is like a second acceptance for
the honour of the acceptor.
I'll trust that these rules apply to
foreign bills only.
The holder must present the bill for payment to the drawee at the time when the bill becomes due, whether presented, accepted or not, or presented for acceptance. If the drawee refused to accept, still after the bill must be presented for payment. (29)

In concerning the latter part of this rule, the presentment is unnecessary. (229:283) Stark 137 P., 2002 105th. If the presentment is not timely made to the holder, his remedy is against the person present. If the drawee is dead, presentment should be made to his representatives or to some other at his last dwelling.

The presentment for payment may be excused as want of notice for non-acceptance as may be.

The acceptor himself cannot defend in Doug 239:235 in the ground of delay in presenting for accept payment.

According to some opinion, an action will lie against the acceptor unless presented for payment. 233:10 Elliot 38. Buckley 7 P. 7th. 167. This rule is not conformable to the general opinion of law writers. *Hamilton 93.* It does not like the former rule—

*If the acceptor cannot find out who the holder is.*
It seems agreed too that if the acceptor engages to pay the note on demand after demand the acceptor may in all cases on demand of demand - this is different from that which obtains in case of drafts & notes not nego-

tiated but to determine the last case in favour of the party who issues —

In cases where presentment must be made by a person capable of giving notice by an advertisement.

Presentment is made to the drains house or house of business in the drains absence where a place is selected presentment must be at that place.

If the place selected is the drains house & the acceptor is absent there is no necessity of a formal demand it is sufficient to inspect the drains books it is said - this inspection of books is more simply done —
If no place of payment is appointed, or the acceptor has a demand, demand the money to be made on him if he can be found by due diligence. Even if the acceptor has left the state in this case presentment at the dwelling house is sufficient.

No demand on the drawer is necessary to subject an indorse or a demand on an indorse by subject an indorse or a prior indorse of course. As to the holder the liability of the drawer & indorsers is coordinate, as between the drawer & indorsers there is a priority of liability.

Where a bill is payable at a certain time after date, or after sight, or at demand it is not payable unless mention is made but days of grace are allowed, and presentment for payment must be made on the last day of grace.
When a bill is payable on demand (or at sight) days of grace are not allowed according to the weight of English authority. Be sure to 250.

- John: 100, 342. 2. 3. 4.
- John: 100, 2. 3. 4.
- Edward: 100, 2. 3. 4.
- Edward: 100, 2. 3. 4.
- Edward: 100, 2. 3. 4.

The number of days of grace is regulated by the law of the place where the bill is payable. Be sure to 250. Eep. 130.

When a bill is drawn payable after date to the day of the date is included in the computation of the time of Bill dated Jan 24 at the first day of Jan 24.

So where a bill is payable at instance so where an instance time after sight the day of sight is excluded. Be sure to 250. Eep. 130.

The rule is opposed to the good rule of the C. H. if a lease is.

- This rule is opposed to the good rule of the C. H. if a lease is.
- Made to expire certain days after the date the day of the date is included.

- If however a lease commences from the day of the date the day of the date is excluded.
In the consequence of a leasehold made to take effect from the day of the date the distinction is made to the conveyance utterly void it is unlikely to take effect in futuro but in this case at its longest value present the deed is construed to take effect in the day of the date.

If by the terms of the bill it is payable on Monday and five days of grace are allowed presentment must be made on Thursday.

By the English law once one, own Sundays are included in computing the 5 days of grace. If the last day of grace is Sunday or a great holiday, as the present instance, it must be made on Saturday or the day before the great holiday. In other cases, presentment must be made on the time is merely void. Ch. 141.
If a bill is payable at a month or at a certain number of months after date or the month of a calendar month, e.g., June 14. This is the reverse of the 21 B.C. 1041 & 20 C. 224. 2 East 133.
The day of payment being ascertained the bill shall be presented for payment where the hours of business within those established.

Payment shall be made to the party having title to the bill & payment to any other will not in general discharge the acceptor to.

When money is payable on a day certain the legal rule is that the party bound has until the last convenient time of the day to pay. But in case of foreign bills the acceptor is not allowed till the last hour of the day for a protest must be made on the same day. & time must be allowed for this.

But it has been held that the acceptor of an inland bill is entitled to the whole of the day, but this rule is doubted & it thinks very proper. It certainly cannot apply to cases where there are hours of business & in all other cases it is held that tender must be made before dark how then can the tender after dark will not discharge him?
If the holder comports with the
charter, the acceptor and the other parties are
discharged with consent of the
prior parties.

Le Ray 176 If the holder receives of the acceptor
anything less than the sum due in
Bull 396 part satisfaction with consent of
the prior parties, the other parties
are held to be discharged.

Le Ray 176 This payment pro tanto is altogether for
their advantage. vide Bull 396 5
ch 156. 160. Coche 367.

It is said to be a doubt for whether
the party bound can insist on a
written receipt as a condition of
payment, but I think that no
party can insist on a written receipt
as a condition, the contract
is unconditional to pay the
money. — ch 157. 64. Peake 379. 80. (ch 357).
Peake R 179. 80. 81. 82. 36 31.
Peake R pg. 24 a 179. 80. ch 356 35 36.
This is certainly to be understood in a benefit
and not to affect in any respect the
prior parties.
A quit rente or on the back of a
bill not expressing by whom paym't was
made is prima facie evidence of a
paym't by the acceptor. Black R 25.
6 Ch 204. 157. 8. (6 Ch 388.) 12 Rang. 742. 13 Comp. 439.
1 Dallas 144.

If paym't is refused on presentment.
only made the holder must in due
front immediately notice to the paym'
parties or they will be discharged.
In case of foreign bill, a protest
must be made. & notice of the
protest made. Ch
This point has not been judicially discussed in Engl. & in one case Judge Jour. Van N. has decided that such notice
is unnecessary. But given why is present
necessary to subject them if notice of it
need not be given.

If on presentm' for paym't, first only is
no notice of the fact must be
given. protest made to. Ch 156. 156.
A payment on a non-payment of a foreign bill must be made on the day of non-payment. If no notice is given to the payee within seven days after the non-payment, the payee is entitled to the dishonor of the bill.

In the case of inland bills, notice is to be given on the day after non-payment, or in the next regular conveyance.

When a foreign or inland bill is dishonored by non-payment, a protest may be made by a stranger for the honor of any indorser or drawee. Some confusion exists with respect to inland bills. It seems, however, that in the case of a protest of an inland bill it is not necessary, as in the case of a foreign protest to recover on the bill until him for whom he pays to.
When the drawee has made a simple acceptance he cannot pay for the honour of any party, if he cannot acquire the rights of a payer supra protest. For, by his simple acceptance he has become liable to indorses, but the person who pays supra protest has a remedy agt. the indorsers.—

But if the drawee has actually paid, etc., the acceptor may pay for the honour of the drawee to the person who pays supra protest, as between these parties, their relations, etc., the rights depend entirely on the fact of the drawee’s having a not having effect. (Ch. 408)

Payment for the honour of a prior party shall not be made until after protest.

If the acceptor for the honour has acc. an acceptance supra protest will be approved the acceptor may pay without protest for non-payment. This rule would perhaps be better understood if expressed thus: If the acceptor supra protest for the honour of a particular party receive his approval of the acceptance he may pay the bill without any protest for non-acceptance payment.
Promissory Notes

A promise to pay a sum of money to be received on demand, or on a specified date, is a promissory note. If the note is not payable on demand, it is an informal note.

A note not containing the words "promise to pay" is not a promissory note; it is merely evidence of a simple contract, which purposes in pleading it may be counted upon directly (vide ante).

In substance such a note is analogous to a bill drawn by the maker in his own name. Such notes at law are not negotiable, that is, they are not payable to order or bearer, but at law they are merely evidence of a past contract and no instrument (Halk. 12 q. & Rain. 751).

Any character on such notes which were made payable at a future date, like a bill of exchange, could be made payable by 7 years' purchase. This statute converted them into instruments that could be negotiable.
Premises noted are entitled to days of grace in England Doug, Ward & Boughton 4 x £257. Bull 274 Kgcl 135 17 £167 – Do in Count 1 Count £327 2 Count P. Norton 2

does.

Bank notes are substantiated by signature on
in general payable on demand but the
notes are payable certain days after
date right be.

These in general are treated as money
1 Run 457 2 £354 2 or R 335 6 x 72.

For some purposes they are meant to
other’s if then they are not paid the
banker’s changers may use them may be due
on the Bill is assigned to

But money has tree will not lie for deposit
bank note's - hence is the proper
action - this action for money house 2 13R 189
lies not for money strictly so called.

This rule applies only to cases of bills found to. Street. Run 2519
- the holder us finder he shall obtain 1310
money for the bills money has tree? unless £994
to be the proceeds of the bills.

But unless the bills are proved at the trial
receipt of the money for them will be presumed
(6.427) Doug 131.
But the mere acknowledgment of a debt in the hands amounting to a promise will not be construed as
premature note of J. Q. W. 1849

The present securities are the same as
that of bill of exchange 5 OR 2446
4 Abb. 244, 1 Brev. 323 4 OR 140 7 OR 244
713 They must be payable in money only & not on a contingency.

It is said that an action will lie
on the note - if it wants, any of these
requisites - but it can answer no
purpose to count upon it for it
unites no causes & indeed it is
when counted upon much evidence
of a simple contract liable to be
contradicted as any written evidence

Remedies.

Subject to the usual remedy on bills of exchange. The promise note is said to be the only remedy as between parties not in privity, but debt will lie between parties in immediate privity.

The holder when the bill is dishonoured may sue each of the main parties severally. If the drawee has accepted he refuses to pay he may sue the whole of the other parties separately.

But no action can be maintained on the instrument after any one whose name is not on it.

And if the drawee having accepted refuses to pay & the drawer has been compelled to pay he may maintain an action on the bill against the acceptor.
bill ch says the drawer may sue the
drawer for non-accepting a bill
draft on him - but this is not
law, i.e. the drawer can never maintain
an action for non-acceptance in the
bill

and the rule is quite that any
party who has been compelled to
pay a bill may maintain an
action on the bill agst any prior
party.

In quiel an action will not lie on
a bill agst any one who became
a party after the holder, & where
a bill has been indorsed back in
a circle a, if A indorses to B &
B to C, & C comes! say 13. But if
C can if course recover agst any indorse
prior to his first indorsem't a agst
the acceptor - an indorse before
acceptance may recover of the acceptor
An action will not lie by the holder up to the hand in immediate privity unless the holder gave value to him for the bill. Between these parties the consider is examinable.

And the PIF in the last case can recover no more than the consider is no more than the PIF paid. Hence if the payer owes the drawer he can recover no more than he paid for the bill.

The holder may sue all the persons at the same time but he can have only one satisfaction, but each of the other debts must be paid and advance the costs.

And in an act ap'd the drawer or indorser he pays the amount of the bill with the costs ap'd him the C. will stay proceedings he need not pay the costs of other actions.

Decy of the acceptor 47R 641. Hess 5
Ch 175.
If the holder receiving goods by all he may have of any kind, not to commit all to prison, but he can take out only one set for only one set of goods. 1st 575. ch. 145.

For the body is a pledge but goods are the means of obtaining satisfaction.

But the meaning of this rule must be that the holder can have but one set at a time.
Declaration.

The holder may in quasi-fraud his action on the bill of the cause of it in the bill in evidence.

And the practice now is to add the money county to a special count in the bill.

In declaring on bills of exchange it was formerly usual to state the custom of merchants, but it need not now be referred to. (Raym. 21, 175. 1542. 15, 4th, 53, 270. C. 17, 170, 170.)

In declaring on promissory notes, it is usual in England to declare that the debtor became liable by the act of drawer, that the drawer may appear to have been forced on the state. It is not on the bill.

In the count on the bill or note, it is not necessary to state a consid. 136, 413, for it implies if oceeds.

Perfect unnecessary. 40 R. 338. 1641, 386.
The indorsor may sue his immediate
indorsor as if his bill drawn by the
44 R 149.
indorsor payable to him. — 808
Bun 673.
Here there is an indorsment in blank. Paym. 743
any holder may sue the blank indorsor.
In this way.

in an action at law, the plaintiff must allege presentment. Bull 611
for payment. The notice of non
payment, and in some cases the
indorsor must allege presentment for acceptance, Bun 670
and justice of non acceptance.
The omission of any of these allegations
is fatal even after verdict.

On the common counts the instrument is 390 R 426
between some parties, good evidence. 495
But when the bill is introduced for 490 Bl 602
this purpose, it may be contradicted by 119.
any evidence; it is more plain.
190 102 742 to
their evidence in such case when 321 117
not counted upon it loose a little 2 cluster
of its sanctity.
Under the common counties the 26th
may go into evidence of the consid-
eration. It will be paid for the bill or note -
the Bill. Note do not move the orig?

Act of 57. Simple contract.

If the drawer has not having effects of the
drawer pays the bill, the bill in the
hands of the drawer is evidence of money -
is there any evidence of money? It is not a
refunded for the use of the drawer but the
drawer must prove that he has no effects of the drawer for
the presumption arising from a
simple acceptance is that the
drawer is indebted to the drawer where however the bill is accepted a
for paper protest for the money the
new lien on the debt.


Talk 283. The holder again may maintain an
suit. 1876. In the drawer the action for money had
held 95. Free. If the bill is prima facie
evidence on this count. If the is true
of the remotest indorsees the drawer is
presumed from the bill to have
paid money from the payee to pay
to him whom the payee shall appoint.
It has been held that a simple receipt is evidence in favor of the holder and the acceptor of an act stated, 16 Bk 239, Ch 1912. The reason of this is not very obvious.

Evidence.

As of course governed by the pleadings, ch 194. In an action as to the acceptor the acceptance must of course be proved. If the acceptance is in writing the handwriting of the acceptor is usually proved. If by agent in writing the authority of writing of the agent must be proved.

If endorsed out of ch by any party is good evidence of its being
In an action at law the acceptor by
indorsement in place of the first indorser
must be proved, and as the case may be of the
other indorsers. If the first
indorser is in blank only, the
handwriting of the first indorser
need be proved, but if all the
indorsements are in full the
handwriting of each must be
proved; to show the title of
the bill.

Rule the same if the suit is at
H. & 6d. the damage.

When the action is at law drawn or
conveyed indorsed the Pll must show due
diligence to obtain payment from
the acceptor, or drawee. Using
10 R 11, diligence is proved by showing
16 R 1665 presence for acceptance where that
74 R 841 is necessary. If present for payment
266. in all cases it says sed vide adto.
281 R 107 169.

As Pll must give notice of the
dishonor in most cases 5 Bun 2590
10 R 212. ch.
In case of foreign bills protest also must be shown this is the only admissible evidence of dishonor.

In an action at an indictment it is not the
necessary to prove it demand upon bond
the party the holder of the demand by
and induces in coordinate.

Cont. calf 1131. Le Rynon 443.

If an instrancer who has been compelled to sign a
bill pay'd brings his action at an end
his party he must prove that the
bill has returned to him & that he
has paid it. Therefore his indorse
is evidence that he has not the
title. A letter of protest or affidavit
for non return or delivery.

If the acceptor of an accommodation
bill over the drawer he must prove that he
has been paid by himself or something equivalent as that he has been
taken in &
Where the P'f. claiming by mere delivery
the P'ship in quest is bound merely to
produce the bill; this is suff. evidence
of his title—ch.

In case of a foreign bill the fact of
present or refusal is proved by the protest.
[all 207 4312 75: Young 67416: ch]
Bills of Exchange No. 6.

Debt on bills.

It has been held that debt will not lie by the payee ag. the acceptor because there is no privity of contract. But in truth this is a privity, the acceptor agrees to pay the payee or any one who may be entitled to the bill. The objection is as strong ag. assignee as ag. debt to support assignment there must exist either privity in fact or in law, 13 R. & C. 213.

Besides a bill of exchange is an assignment of a debt & the drawer or acceptance becomes indebted to the assignee instead of the drawer.

Another reason given for the rule is that the engagement of the acceptor is collateral but this is not true he is regarded as the neg'ble debt. And it is a gen'l rule that when the id a custom raises an oblg. to pay a sum of money debt will lie Comp'ty debt ag.
Debt will lie at the maker of a promissory note by the power of the truth by all the inna use. The maker engages to pay to J. S. or order the indorse may maintain debt on the same principle by which debt may be maintained on an advertisement to pay $100 to him who shall catch a thief 12-7-15.

21-11-76. 28th P. 78. 25th under 62.
A servant is one subject to the personal authority of another. A master is one who exercises this authority.


On the subject of slavery in the state of Pennsylvania. Rut. 169. 111. In all such cases, it has been held that slavery was not legalized in that state.

None will not lie for a slave. An absolute property can exist in the person of the slave. See 2. Baym. 1. 1574. Talk 666. (3. Inc. 73) 2. 1620. The master can have no right in the substance of the frame of the slave. But a slave may be taken on life and sold. If this perpetual service may be sold

The action will indeed lie for taking away a slave but it is the same action as where an apprentice is taken away.

dalk 666
Slaves

Master & Servant.

The court held that slavery might hold property even as the master precisely like a minor child.

Our court held that the marriage of a slave with the consent of the master was an emancipation of the slave for a relation is contracted inconsistent with a state of slavery by the consent of the master. This is the doctrine adopted in Enql. in the case of infant R 356. 276 Bl 571. 3 Bae 347. This decision is in opposition to the uniform custom of the State & of other states. The marriage of a wife with a villian did not emancipate either of them. The case does not expressly say that there any consent of the master. But see, 127 187. 2 Bl 43.4. If however a wife married a freeman she was emancipated during the coverture. See 127 187. 2 Bl 43.4. 187 61. Park 814.

It has been a question whether the illegitimate child of a slave was himself a slave. in the civil laws patru sequitur ventrem. Not so at C. L. in case of villing 2 Bl 43.4. 127 187 8. In Enql. the illegitimate children of slaves are free. See, in these states.
The relation of master and apprentice cannot be contracted except by deed (+ Our Cit. have adopted the rule of the Stat. called 1529.
le Rayn 1116. Call 61. 5 Feb 304. 2 Vern 64. 492.
4 Say 189.) A provision that exists in Conn. It was abol. 2X
and a defective contract of apprenticeship cannot be construed into a hiring for
the year, in other words it is void to any purpose except that of making an apprentic
ship the factor.
S 79 79 82 89 86 97 97 107 Conn.
Where the contract is defective the relation of master
savings especially to third persons, while the
parties are in the execution of the contract they have
respectively the right and are liable to the duties of
master and apprentice, but the contract being defective
either for any or all reasons abolishes the relation.
It has been held that the word apprentice
must be used in the deed but this is
now overruled. 3 Sare 45 61 Burns' Justice 57. 80 79
1 East 53 3 4.
All other servants may be
retained by parent. For this is the case
to all servants, + no statute has altered it.

By an act of 1624, the guardian of a minor may bind
them apprentices by deed, with the consent of the minor
expelled by subscribing the indenture, a male, may be
bound till 21 female, till 18 years of age.

Mention of the state in which a guardian may
bind themselves, apprentices, by indenture, with the
approval of the select men of the town.
Children of paupers may be apprenticed but by the overseer of the poor. In Ct. we have similar Stat. Then the Select men with the advice of the next justices have the power to bind out the children of paupers, to be instructed in some suitable trade.

All servants except apprentices are entitled to wages. In the law implies a contract to pay as much the service are worth where there is no express contract to pay except in case of apprentices.

3 Eliz. 2 & 3. 3 Eliz. 379.

Apprentices are regularly entitled to no wages until there is an express contract to pay them wages. 3 Eliz. 379. The clause is that towards apprentices the master contracts to perform many duties which are not contracted for in other cases.

By 5 Eliz. An infant may bind himself by the contract of apprenticeship. But he is not liable on the covenant contained in the indenture.

The only consequence is that while the indenture continues with the master the parties acquire the rights & subject himself to the duties of an apprentice. But the indenture may violate the contract by leaving his master & is not liable.

36 & 37 Eliz. 2 & 3. 177. 445. Bory 501. 01 576. 5 Th. 716.

P. Mod. 190. In Conn. we have no such Stat.
It has been held in England that the
vendees or
purchasers joining in the indenture made
in common fame is not liable for the
acts of the coxcomb apprentice. This suppos
es that the vendees or
purchasers do not covenant to
the acts of the infant.

Patriot Officers are not engaged in bringing out apprentices to enter into
work to be subjecting them to personal 
responsible...
If an apprentice is disposed to leave his master the master is a defence to a suit to recover the wages of the time he has served. 

The effect of an agreement that an apprentice can be discharged only by death is that the apprentice cannot be discharged where the discharge depends upon an agreement that agreement must be under seal.

It is said that by mutual agreement the apprenticed may be discharged without death, but they can mean only that a mutual agreement executed may be valid without death. The law determined the rule to be construed explained by the learned authors. 

Maxwell 173 & 186. 12th. 179. 72. 180. 774.

Cancelling an indenture discharge it becomes no deed by cancelling it, it ceases to be a deed, it is destroyed at once.
8. It has been said, that the bankruptcy of the master discharges the apprentice, but this is not so. It is seen that 1 Ed. 1 Simon may for that cause discharge the apprentice. 3 B. & C. 550.

Under the Stat. law of 1 Ed. 1 Simon may be discharged by County Court for any defect of the master, and the County Court may bind an apprentice for violation of duty, by which the County Court have no similar power. This is thought the County Court have no power except in cases of apprentices bound out by public authority. 1 Bl. 426. 3 B. & C. 550.

8. If an apprentice分离 out without the master's consent of the master, he may not for the same bring him away, but he may have his remedy on the covenant of the master.
The above apprentice may not be employed in the contract of building the
help by custom of London.


And it is hereby

stated that the value is to be stated that of

qualifications and not as assignment

the value is utterly void, sold, transferred

the ground of being unreasonable.

Most assignment by deed however the

it does not transfer anything rights yet

implies a covenant with binds the

master in favour of the covenantee,

that the apprentice shall serve the

apprentice if the apprentice does

not serve the master is liable on the

implicated covenant.

And if the apprentice serves under

the apprentice he acquires all the rights

of the true apprentice as one a

settlement to. See Rayn. 63. 1661. 65.

Aug 09. 1 Wil. 96. 2
But the apprentice can in this case maintain his action on the induction of apprenticeship, &c.

Further the master is bound to keep the apprentice under his care & may not send him abroad even to improve him unless there is an agreement to that effect or unless the nature of the employment requires it, 5 Aldobrand 236, 12 Do 446, 7 Co 4 134: S.

If the master dies during the term of his estate has no right to the services of the apprenticeship & no control over him: the right is not assignable. The contract is fiduciary, 1 De 35.

1 Bald 68, 2c 1267, 12 Raym 643. The contract then to teach & serve, to govern & protect & obey are fiduciary. It has been held that the master is bound to teach or procure to be taught but this is denies. 1 De 177, 1 Do 210, S.C. - 2 St. 1267, Nation P. 1.

Talk 60.
What is the extent of master's right to pay or the duty bound to furnishing the service, during the term? According to the

weight of authority, where the

master's contract is absolute, the

servant is bound, 'tis part of the

contract is not fiduciary. Hull 41

87, 70. 20. 22. 83, 135, 830.

The rule has been disputed. It is

considered if furnishing the necessaries

to the service, but the service, are

discharged. However the rule is on

principle correct. The master might

have made provision in the indenture

to pay rent, where the tenant is

destroyed by fire. Suppose

there be any damage to the

servant's property, the master,

may be liable.

There is no effect of the

property.
(Of course a freehold is given to the master. All agree that the farm must furnish necessities or pay back a proportional part of the premium to the English at of Chancery where the master dies, early. Here, it is declared that a greater part of the premium shall be returned than was stipulated in the indenture. This is going very far in making a new contract.)

1 Vern 460. 1 Act 149.

If a man is away an apprentice can for wages and be has been compelled to restore a part of the premium. 2 Vern 84. 1 Act 149.

And in Eng.. The it of Sophia Venus referred to the same house where that discharge. Having an apprentice. He is where may? 361. 100. acquire that house. 186. 186. talk 67. 490.

One English never exercise such a power.
Whatsoever an apprentice earns by his labour during the term belongs to the master, whether the apprentice earns it with or without the consent of master.

For 117 Md. 111.

And the master may use in his own name, the same as he would, if apprentices de facto were by the act de facto if while it continues precisely like one de jure.

I have specific chattels earned by the apprentice belongs to the master.

(37,5712)
For taking away a servant with force an action of trespass per quod will lie. Nov. 10th.

In comp. the claim is for entering. In trespass sic at arms. The action is supported. This must have been a trespass. Trespass was not a proper action. Comp. 65.

By the law of Engle Apprentices gain a settlement in the place where he served the last forty days. Not so in Conn. Ministry in Eng. cannot gain a settlement by commorancy.
To all Principal Servants.

When one is retained for a period not limited the hiring is for a year. 

1 B425 156 3 2 B425 546.

This rule was never adopted in the complaint and it is not at all practically. We have had no experience, but there are causes for which the master may dismiss the servant. 

The servant BRO 12B425 CHS.

Yet we must observe that the servant BRO 12B425 CHS.

The servant BRO 12B425 CHS.

...
Day labourers may be retained by paid labourers or may be employed for any period of time —
To Agents,

The authority in relation to such acts only as affect to the
much acts only as affect to the
another, 1867, 1872. 1872
1897. The principal has not the
same just contract over this clap
as other acts, they are not
subject to the personal contract. They
are bound to act for their employ,
according to their contract.

They ought strictly to pursue their
commission, for their own sake.
1867, 1897.

A Factor is a foreign Commercial
Agent. A Broker is an agent residing
in the same country with his principal,

A Factor has a special lien on the
goods of his principal in his hand,
for a special balance due to the
factor on their accounts as factor.

Principal.
But by surrendering the goods voluntarily to the principal the lien is gone for ever.


In this case the goods, at a Bank, are legally deposited with a broker for a particular purpose, and he keeping an interest in no lien. He has no lien on the goods, or a deposit in no broker.

5th Dec. 1828. Wry. 108. 106. 106.

A factor has the same lien against the customer, as Granger holding a Bank for his lien. But in this case it would be nearer.

23rd Apr. 1783.

He has the usual lien on the goods due from a customer. In that case the broker is credited, and he may compel the purchaser to tender the amount to pay him under the principle.

24th April.

And he has a lien upon our mortgage, in this case on the goods. If you buy, then, at any time, you have a right to an equivalent of the mortgage, and you may require the goods to be delivered to you for your mortgage, and then that mortgage slides from his principle.

...
There can be no lien on the goods, \\
that come to the actual poss. of the \\
agent. No pledge can be created by \\
delivery of goods.
Under a commission deed created the agent is not at all event liable for the debts due to the principal for goods sold under the commission.

A factor may not pay the goods of the principal for a debt of his own, nor may the principal sue the balance in favor with the balance due to the principal or the factor without due to the factor. The lien of the factor is personal only and may not be transferred.  

Patrick, Pl. 13th, 15 East 38. L. Ebensbroun vs. Wheaton, to discharge the suit.  

An agent, who has sold the goods of the principal or credits, may maintain an action in his own name to recover costs. Ordinary servants cannot do this. The factor always contracts in his own name.
This rule holds in general of all commercial agents. In the case in general.

Ch. XII contract in their own names at the English law—merchant's governs.

11. 8. 8. 11 to an auctioneer may sue in his own name. He is a kind of Broker of contracts in his own name.

But if the principal not indebted to the factor gives notice to an agent purchaser to pay to him, the purchaser must at his peril pay to the principal.

Sec. 11. 8. 2. C. P. § 167 1887 4 Ed. 5.

If the purchaser cannot determine whether any thing is due to the factor he may bring a bill in Equity, & both to compel them to interfere.

But it seems that the plea of the charge may be good.

The question is the duty of the master agent or principal in such a case.
If the print is entrusted to the hands of the principal, the latter may compel the purchaser to pay to himself.

In all other cases, where the agent may sue the principal may also sue. 2 Ko 3939 3606 126 88 81 1 Ch 78 5.

The auctioneer is made liable for selling goods to the highest bidder at the price for less than a sum directed if he is directed not to set up the goods under a given sum. 4 S. 395. If a given sum is not set up the auctioneer is liable. Comp. 395.

An atty has a lien on the paper and goods of his client for his fees. He may direct the adverse party to pay the costs to himself. But this right is subject to the equitable claims of the adverse party. Where the adverse party has a debt by his client which he can settle off in Equity. The atty cannot have a higher right than his client.

1 Sa 16 14 12 21 65 24 440 35 7 Lep 110 238 2 Th 82 6 12 123 526 361 456 32a 70 87 1 East 464.
This lien in favour of an esquire does not hold in favour of a counsel. There is no lien for counsel fees where both characters are united in one person.

An agent cannot bind his principal by the act of another unless his authority to do it is given by deed. For a deed is an estoppel. No one can subject himself to an estoppel except by deed.

An esquire for the public contracting as such is not liable on his covenant. 1 K. 72. 674 East 552. Root 59. There is no difference between this and common law if an agent, namely, contended that as the foresaid could not be sued the esquire must be liable (Sæter care Supreme 61 of 1551).
Rules applying in quick to all servants.

5. Whatever the servant does by the express or implied command of the master is the act of the servant. Hence, if the servant acts within the scope of a quick authority given by the master is the act of the master. Hence, a contract made by the servant in the name of the master under the authority of the master is the contract of the master.

3 Bea 589, 2 Co R 411.

If a servant is cheated of the master's property, the master may maintain an action in his own name. Co. J 223. 3 Bea 589. 10 Mol 98.

If the servant is robbed of his master's property in the master's absence, either may have an action in the name of Newton.

3 Web 189. 4 Le 363. 11 Dec. 12 Dec. 54.

It has been said that the servant may sue because he may be liable over to the master, but this is not in quick title. The reason is the goods are considered as the servant's goods as aq. all except the master's."
Master. There are them four, the recovery of judge
by one on a bail to the other. If they
commence with by one will a take the other
which. In this case the the court declares as
for his own goods. Dial 177. 3. Bed 189
which. Dial. 177. 3. 2. 22. 2. 69.

which is. But if the robbery was on the person
or the master, the master may sue for
whether the taking is deemed to be from the
person of the master.

If the master's money is gained from
the debt by an illegal contract, the master
may recover it back. 3. Bac. 470.

But if a debt pays over the master's
money to one equivalent of any hand
who happens the money belongs to the
debt, the master cannot recover the
money. While one of the innocent.
If an unkept servant acts a fraud, the housekeeper must be liable. Not so of ordinary serv. 1 Bl. 460. 1 Rob. 32. 8 Co. 32. 54a.

If a serv't does an unlawful act by the command of his master, both are liable. If the master is principal in trespass. 1 Bl. 410. 126 W. 728. 2 S. Dig. 530. 42 P. 211.

But if a serv't by the command of his master becomes instrumental in a wrong of which he is ignorant, the serv't is not strictly liable. Ex serv't keeps the key of door in after one is falsely imprisoned.

But this rule can apply only to cases where the serv't does act with the act itself being essentially harmless. If the act is in itself unlawful. Or if it constitutes a forcible injury in contemplation of law. The serv't is still liable, civilly at least. 2 Bl. 1392.

But the serv't may have his action for indemnity agst. the master where he acts ignorantly if is subjected.
Master. Those acts of the serv. wh. are not done
by the master's command express or implied,
die not deemed in guilt that act of the
master. 3 Tulk 242. 12 K. 925. 1731 431.

If a serv. while employed in the
master's business commits a wilful injury
to another, the master is not liable for
it. This is not done by the command
express or implied of the master. 2 Co 5
not act as agon. 1 East 166. 1724 472,
dalk 441. 93 R 764. 2 D. 154. 3 Bac 5 623.
1 Moore 465 Vide post

But if a serv. while employed in the
service of his master & engaged in his busin.
innure anoth. by ignorance, want of skill,
or negligence the master is liable. Every
master must at his peril employ skilful &
careful serv. but he is not responsible
as the wrong happens of servy. In the
first case the serv. does not act for the
master in this he does. 67 R 125. 52 R 645.
275 441. 1 East 166. 16 1731 431. Tulk 441.
de Raym 289. 1 Moore 465. 1 W. 446. 1734 477.
3 Wood 562.
If the apprentice of a surgeon injured a patient in attempting to cure him from what ignorance or neglect. The master is liable 250.00 for this malpractice.

This distinction as to the master's liability, between mistake and negligence, was committed by a court lately settled on fully and released, and the witting of the modern decisions upon these matters is at present.

1804, D.S.R. 185. Court here not act master for his ignorance, willfully sacrificing his service of the P.S. while that base should not lie because what all make the proper action. Someone should not express of the master's liability.


1804. (D.S.R. 13, 11.) It was said, the master for service, willfully doing in a case of carriage, H.B. Holden, that no action would lie for the matter.

4: 3.

This is the establishment and correctness. These decisions therefore, must all proceed in the 12: 3. But as an action would be and the master, such as the P.S. this not in fact present. Needs the master, alleging in the first, not that had made or the proper action, not money. The the P.S. both the decision and the relation as supposed for it, was correct.
Whereas the master is liable for a foreseeable injury, if the injury is not done by his direct command, care in the proper remedy of the master. The master is liable on the ground of negligence in employing an improper servant.

2d B 442. Harrison v. Rome 60 R 125.

Def. iff an exception side. iff & acting. iff his deputy the one person in law & besides the return of in the name of the iff (in Engli?)

If a man employed in his master's business embarks another boat to assist him & by the unskilfulness of the latter an injury is done the master is liable. But does not appear in this case to have been any authority given to the first servant to help another. But it is decided that the intermediate servant is not liable.
When the wilful act of a part involves a violation of a contract between the master and the third party, the master is liable on the contract. The act of a slave or the master is wilful. If a blacksmith's horse runs away, a horse sent to be shod, then runs away, it wilfully, the master is liable. This is no exception to the general rule, the master is not liable for the act of another, but he is mainly liable on his contract.

The postmaster is not liable for the wilful or negligent acts of his underpostmaster. Lord Hearn 646. Smith 487. Compa. 734. 764. 5th 17. 9th 634. The ought not to be liable more than the President of Senate for the negligence of the postmaster general.

But the Pell is liable for his own negligence.

Pell 735
9th 936
9th 633
The master is bound by the contract
of the rent made in his behalf or made within the scope of the
rent authority.

A rent authority to contract is
not limited to one particular contract or to any
number of specific contracts but
who extends to all of a practical
kind or to all of every kind
rather than may be implied. Either
may be implied from the master's usual
or frequent practice. — If the master
stands by or keeps the rent, make a
contract in his behalf, a special duty to
contract is implied.

Where the master has usually
attended the rent to purchase
him but has always furnished him
with money, the master is not bound
of the rent without express authority
take up goods on credit, 3 B 57
10th note 357. "Continued".
If the master has usually or frequently permitted the crew to take up goods on credit, he gives the crew a credit with the person with whom he has the case may be with the public.

And if the master has once paid a debt 16s. 4d. contracted by the crew without authority, without expressing disapprobation, this gives the crew authority to purchase goods of the person to whom he until the master expably forbids.

And if a crew without any authority purchases goods which go to the master's bank by the master is liable to pay for Embryo the goods. (Be by using the goods. 36s. 6d. 21/2 shillings.)
What suppose a master lends money to a servant, to whom no credit has been given; or the servant embezzles the money & presumes the goods, or credit & the goods, come to the master's use. The book leaves the question doubtful. 1 Cor. 7:24. 2 Thess. 3:6. 10 Thm 110. 3 Rex 6:25. But I think the master is not liable. The use of the goods in this case does not amount to an implied grant to a thing the existence of which he did not know. — Ps. 148. 5. Eph. 2:4. 1 Com. 6:21.

3:7. But where a servant has made a purchase on the master's credit with the master's authority & the master afterwards lends money by the servant which is embezzled, the master must bear the loss. If debt was here clearly due before the money was lent, & then the case is as if the master had contracted the debt himself & sent it infra.
But where the master has given a credit to his serv't, he may terminate it by a notice to the person to where the credit is peculiar; and by a public notice where the credit was public. But a notice to the serv't alone is not suff'. Neither is the credit determined by a private dismission of the serv't until the dismission is known to the master, unless the serv't has a credit the master cannot discharge without a notice as public as the credit. 32R 760:1. 30 Eliz. 109. 12 Po 346. ChB 26:7. Bk Kel 42. 154.

If a serv't in selling the master's goods by the master's authority, warrants the 43R177 master is liable unless he expressly forbids him to warrant; if this is done the master is not liable unless the serv't has full authority to warrant. 116R 109. 119 Eliz. 109. ChB 630. Bk Kel 111.

But when a serv't acts within the scope of a serv't's authority an express prohibition to warrant, if not made known to the purchaser, is not suff'. If a serv't in a given state has been in the habit of selling and warranting, 32R 760:1. 10 Eliz. 109.
It has been said that if the owner of an encumbered horse sends his hand to sell him at a fair, directing the sale, to conceal the defect, the master is not liable. 1 Pet 3:9. 2 Pet 2:20. 1 Pet 5:8. If the owner was directed to sell to a particular person, but this seems to be wrong.

If there is a defect in a stock, a clerk to warrant to the master is liable. There is a special authority to sell. 42 Ch. 53. 20 R. 757. 42 R. 171. 55 R. 560. I think, that a private authority, not to warrant, in this case is not liable. 1 Pet 5:8 (case ante).
When the master is bound the servant is not bound unless he expressly binds himself.

But if the contract does not bind the master as where the serv. has not until he is bound.

But the action if not for price must be by the implied contract, not on the express contract for this does not require to bind him.

They, wife, child, relative, friend or neighbour acting under a serv. or special contract is his serv. quad. hoc 1 Pet. 4:30.
A master in guilt is not bound for any expenses incurred by his servant sickness.

With regard to apprentices, the 1815 act does not make any provision for making the usual indenture contains a clause to provide in sickness & in health. This rule does not apply to slaves.
Now for what purpose is liable to be, in act done with the master at his request a implied command the servant alone in such if liable. The rule of trust in such to all cases in which the acts of the servant are done not in the course of the master's business 1736 431. 3 Bae. 562. 1 Dall. 60 C. 75. Cons 466. Esp 263.

In other cases, strangers injured by the act of a servant may have their remedy either at the master or servant. It is a sound rule that if a servant employed in his master's business does an injury through negligence or want of skill the servant is liable to the party injured. For he has a right to consider the servant as the author of the injury and not inquire into the domestic relations of the serv.


But the serv is not always liable for these accidental injuries, if the injury is matter of contract between the master and the stranger, the master only is liable. E.g. a Blacksmith's servant injures a horse in shoeing him. Walker's case. Cons 466. Esp 530. 1736 481.

The injury done in contemplation of law merely, a breach of the implied contract between the master and stranger.
But the case of a shipmaster is an exception to this last rule. If the shipmaster is liable for an injury which is a mere breach of contract between owner and freighter. Talk 446. Caith 58. Vento 178. 238.

The bill of lading is execrated by the master & thing he becomes party to the contract of bailment.

And if a dept commits a willful tort the dept is in all cases liable. If the willful act is not in performance of the contract & if the master himself who do the same thing the injured party might sue the contract

have the contract

have the contract
If an agent of government receives too empty
much inside up will not lie against the agent
But if money is extorted by an Office
he w. be liable for the excess indeb. eg.
Comp. 104. Distinction the same as in the
case of common master here.

If an atty for a self after a nonsuit
clandestinely enters a suit for the defp the
atty is liable for the injury. Exp. D 11. 707 11
the act is wilful, Prov. 209 33 Nae. 59 T. 814 56 G.

All serfs is liable to his master for all

neglect & for all wilful wrongs of the serv. 3Bac 1164
for wh. he has been subjected to by whch
he is directly injured,

If the serv. learns his master goods is

before the duty is due he makes goods an

enfranchise,

But for a bare breach of the master's
orders wh. occasion no injury. No action
lies, but if the serv. is mishandl'd the
master may chastise. IV 14 15 29 hail 8. 3Bae 1164
0 140 120 11 1 2 5 325 4 3 2 3 2 01 200 0
Exp. D 51 17
A deed in good faith only for diligence and fidelity. In this, if all
the law in good faith, it does
not in good faith, a contract for
strength and skill. She is in good faith
liable for such loss, only as she occasioned
by want of diligence and fidelity.

[Handwritten notes]

Here is liable over to the master where
the master has been subjected to damage
for the misconduct. This suffering
that the master was not party to
by assisting commanding. 12 R 136 I 161 B 164, K 164 2 D 10 63, 10 64 10 9.

Between it wrong, does the law enforce
no contribution. 12 R 164. 8 5 R. 156.
Chapter authority over master

The Books say in very few terms that the master may reasonably chastise. The court held for disobedience to

This rule does not apply to all servants. keeper

The chastisement must be reasonable. Remember the master will be liable for the exp.

Other children are peaks within this rule. These rules apply to clars. Apprentice, 113, 428.

But agents cannot be within the rule. Indeed, the rule can extend only to those parties who belong as near to the master's family. to those who are under the domestic government of the master. Only clerical menial servants may be corrected, but a day laborer of full age cannot be corrected. If he is corrected he is entitled to his discharge by the justice authority.

The mere right of correction cannot justify, as may be seen, 113, 428. 5, 120, 218, 830. 120, 766, 7.
The right of correction is personal
and cannot be delegated. The master
2 Molby may send the sent to school if the
Rayne school master may correct, but the
310 pedagogue does not act under a
332 delegated authority from the master
356.

Hank III. A master in correcting a sent by
sententia and means, kill him if he is guilty of
342. of excusable homicide or manslaughter
344. of murder as the case may be,
364. For distinction vide law of homicide.
The taking away a slave is only a civil felony,
iugnas. But a statute of confining has made it a
crime subject to the penalty of 500. Secs. 56,
6. 15 Geo 3. 1862. 19 Geo 4. 1869,
1842. 24 Geo 1. 1871
12. 18 Geo 369.

If a court is beaten by a stranger,
the master loses the service he may
maintain an action with a per quod,
but this does not, etc. The same as his
action for the immediate injury. 2 R. 193,
W. Co. 131. 3 R. 149. I. d. 175. 6 R. 104.
The master
must allege the loss of service. 2 R. 1319,
2 R. 117. 3 R. 136. 768.

Within this rule, minor children are held
at 18 years of age may be held. On this principle, etc.,
also the action for reduction.

If a stranger beats another slave so that
he dies, the master has at 30 d. no remedy.
The civil offence is merged in the crime. 2 R.
590. 2 R. 576. 7 R. 678. 3 R. 568. This rule does
not hold in case of slaves in this country.
Perhaps not at all in this country.
If a surgeon intentionally injured her face? Under the name of the action per quidem
13 Oct. 1467. Of the law, nine injured her.
3 Sept. 1467. Negligent &c. of the king, on a great principle
16 Oct. 1467. The master has one chance remedi. Id. Raym. 4 Wil. 3rd. 1 East 348. 1 P. (B. C.) 1 Rep. 90. But there
is not) any decision on the subject, in the

3 June 1455
1 P. (B. C.) 38.
In the case of retirement, if the master has
received from satisfaction of the debt, the
entire may plead they in law—only one
satisfaction can be had.
A man may justify an act in defence of his master's goods, unless they are in his keeping. 3 Mac 268.

A master may justify an act in favour of his rent, the authority are divided. Principle in favour of the rule as here exprest. It is lb the master may have an action. But this may be said of every right he has.

These rules extend only to those rent, who are part of the master's family & under his domestic government.
A short extract carried in the periodical "The Christian Herald"...
Partnership

The word partnership denotes the relation which exists between persons who by mutual contract have united their money, goods, labour & skill or some or all of them in some lawful business with an agreement to divide the profits & bear the losses of that business proportionally.

It seems to be of the essence of the contract of partnership that the partners should have a common interest in the stock of the company and be jointly concerned in profit or loss.

If now is the relation of partners created,

Persons may be liable to others as partners where no partnership in fact exists as between themselves thus if I suffer another to hold me out to the world as in company with him I suffer him to use my name so I become liable as partner with him whom I thus permit to use my name to all who give credit to the company.

So if a partner after retiring from a partnership permits his name still to be used in the business of the company
so if a person partake of the profit of a business he is answerable to creditors as a partner in that business, he take from the creditors a portion of the funds to which they look for the payment of their debt.

The late case, however, admits an exception to this rule. The exception Lord Eldon said was too refined to elucidate for his understanding. It is this, that if an agent for instance is to receive as a compensation for his services a sum equal to one fourth of the profit of a business, whilst from the agent receive a payment for services not as profit in the character of profit, then the agent is not liable as partner to third persons.
Persons become partners as between themselves, when by mutual contract they unite their money to go into business with an agreement to divide.

A contract that an agent brokered shall receive part of the profit of a business for his trouble will not of course create the relation of partnership; between the party to the contract and the receipt of the profit may render the agent liable to third persons as a partner. 2 B.C. 401. For the contract does not unite the profit of the parties; the parties do not intend that a common stock shall be created in which the agent shall have an interest.