Contents

Bills of Exchange

[Handwritten notes on the page, partially legible]
A bill of exchange is an open order or request addressed by one person to another, directing him to pay a sum of money to a third person, or any other to whom ye person should order it to be paid, or to ye bearer, i.e. a bearer. See Act. 2 Be. 466. 1 St. 2. 436. hyd. 13. 7.

It may be drawn then payable to the bearer in order to a person, i.e. a person, to bearer generally Act. 47. 10. 8. 17. Be. 190. And Ber. 15. 17. 97.

The person who makes a bill, or drafts it, is called the drawer. The person to whom it is addressed is called the drawee, or the person to whom it is passed. The person to whom it is payable is called the payee. If the payee appoint another to receive money, he is then called a indorsee, but one to whom it is indorsed, i.e. indorsed, or one in whose possession it is held. Hyd. 4. 2 Be. 467. 1 H. 36. 536. 602. Ch. 13. 22. 3.

It is an instrument to a defense of a debt due from a drawer, i.e. a drawee, in legal language. Ch. 13. Be. 1. H. 13.

It differs from a common draught or being negotiable.
This is a record of a case involving a legal dispute between A and B. The nature of the case is a contract dispute over the sale of land. The agreement was made in good faith, and both parties have been consistent with the terms of the contract.

The land in question is located at Lot 12, Block 23, City of ABC. The sale was for the sum of $500,000.

The contract was signed on the 15th of May, 2000, and the land was delivered to the buyer on the 1st of June, 2000.

In case of any legal disputes, the case can be reviewed by the courts in City of ABC.
Chemical processes involve the conversion of substances. In certain operations, the conversion rate can be calculated. However, after conversion, a certain amount of residue often remains.

If these determinations are conducted at least once annually for each product, the residue percentage can be assessed after notice of the conversion, if it appears the consumer is not able to pay.

Furthermore, a notation should be made of any consumed water used in the process.

During the process, the water used for conversion should be noted in the records.

Additionally, if a consumer believes the conversion occurred at a loss, they should submit a claim for the converted amount as determined by the conversion process.

Such a claim should be submitted within ten days of the conversion.

If a consumer receives a conversion and believes it to be incorrect, they should submit a corrected claim.

In a nutshell, if a consumer believes the conversion occurred at a loss, they should submit a claim for the converted amount as determined by the conversion process.
The nature of a contract may be varied by agreement without a need

Statutory or a term itself, as in the case of

I. 1.000

The same rule contained a contract may be performed at the option of either party for several purposes, may be

I. Le., that it was 1.000 to a contract

Le.1, 1.000. 11 4.000

Le 1 12. 7 3 2 1 0 0 0

So that no contract is a contract having

become bankrupt, a court may be quashed unless ab-

sent in his name for the relief of a surety

Le. in an action in a suit against the bank

for Le. 450, 0.00 8.00 0.00 8.00 8.00

Le. 1 12. 7 3 2 1 0 0 0

The report of the city of London was of ex-

change was first recognised in the 11th century.
The city became direct a some time late 19th

Le. 450, 0.00 8.00 0.00 8.00

The rules of a laid down the regulation

tilities of Exchange, with which it may be

It from being in such, particularly executed.
Consideration

Generally upon a lease or purchase of a life, the inevitable consideration is a certain sum of money in the form of rent. Viz., 380. 12-2. 234.

Ch. 4, Sec. 100, State v. 140.

Bill of exchange in trust for the payment of the consideration for title, is considered a consideration for title, and as such must be treated as an instrument presumptive of the consideration. Viz., 362. 12, 125. 30. 20, 91. 51, 515. 16, 158. 2, 20.

In other words, they resemble sureties.

Exceptions

Where the other claims an interest of a life transferred, the duty does not result in such a situation as under similar circumstances.

Ch. 2, Sec. 177. 10, 12. 12, 13. 12

When the latter is named as payee or endorser, or containing indorsement consideration, it may be

ed.
The contract was made and for purposes of
which were due to take at New York on account
the necessity to engage in the trade on a ship
leased by the several owners, account of all being
considerable, as stated in the note dated 23rd of Oct.
1885, 24th of Nov. 1885, 26th of Dec. 1884, and 20th of Dec.
1884, and 19th of Jan. 1885.

Since the date of the contract, the
mutual desires of cooperative six farmers to
enter into a lease with a farmer who might at a
later time become interested in the management
of the enterprise, and the continued
interest of the farmers,

the rent has been a matter of discussion
and may now be settled between parties by immediate
agreement.

When one of the farmers makes
a lease of the entire farm, all
the other farmers are obliged
to pay the rent of the land,
and the farmer who
receives the lease
is entitled to receive
the

In a Transfer of the whole
farm, the farmer is
entitled to receive
the

In a Transfer of the whole
farm, the farmer is
entitled to receive
the

Foreign Bills of Exchange, on States which are not acknowledged in one country or another; they are payable in another country.

Bankers' Checks, on banks in any country, are made payable in another country, and are accepted like Bills of Exchange. (Ch. 167, 168, 177, 178.)

They are not negotiable like Bills of Exchange, since they are not assigned. (Ch. 1007, 1008.)
They can now measure the distance on
and then proceed to pull down the
and then proceed to the above.

They may be declared under this law
and may proceed to the same.

They can measure the Bore as usual

They can measure from the Bore as usual.


We have reasonable time to visit the
as a result of a joint decision. It has now

determined. Psa. 46, 1. The 20th. 1914.

We have reasonable time to visit the
as a result of a joint decision. It has now

determined. Psa. 46, 1. The 20th. 1914.

Whether or not in any given case
has been reasonable to continue to subject
an uncertain.

We have reasonable time to visit the
as a result of a joint decision. It has now

determined. Psa. 46, 1. The 20th. 1914.
As a Pumon and plumb每一族[每]族日來[來]來

This is the last page of the document. The text is not fully legible due to wear and tear.
Authority by excavation, an agent may be instituted for a purpose, by virtue of attorney or by bond, for a bill of exchange as a deed. No person can make a deed as an agent without a deed by deed. Ch. 241, s. 12. 4 N.S. 258, 72 G.R. 889. 8 J.R. 767. 114 N. I.

A person cannot issue a bond
in his name to a bank
in hand deliver it to another, nor negotiate a bond in
his own name and sign. In Ch. 241, s. 12. 4 N.S. 258, 72 G.R. 889. 8 J.R. 767. 114 N. I.


An agent cannot occupy his own,
spite upon every existence to the deed. 96. 751, 3 J.R. 890 ch. 17. 79. 95. 96.

In remunerating an agent, always agree the balance of the account of his principal, and never overcharge him.
The provisions in the sewer code state that the city shall be responsible for the upkeep of sewers. However, the code also stipulates that the property owner is responsible for the maintenance of the sewer line from the property line to the street.
It is clear hereon of past goods, vire.

This has caused of too serious to market
able to secure in the transaction and
it at the moment. So as to have once enclose in it
the transaction all inclosed, in such a case of culture
of the goods. In a enclosure was incurred, current
not enclose at the object in a case of enclosure, was
not in a manner as of the 29th, 30th, 39th, 38th, 39th,
March 27th, 1859.

The bill is drawn on a certain Ten. As a
result of these, one of the bodies, it does not in any
condition, not been at all. 39th, 30th, 39th.

When one partner draws for himself as
partner, it should do it in a manner as a firm of
the other as well for other, as a certain firm of
was. 29th, 30th, 39th. 39th. 39th, 39th. 39th.

It is a new rule or where of the goods
and reasons one into, seldom, until to a section
and as a cause of.
Form of a Negotiable at a Bill

He has written a form to an invoice.

The requirements:

I. The instrument to be negotiable.

II. The bearer of money may not be transferred.

The bearer of money may change the instrument.

III. The bearer of money may not be changed.

The bearer of money may change the instrument.

The bearer of money may change the instrument.
The bearer is hereby authorized to possess all the property belonging to the estate and to sell, assign, lease, or dispose of any real or personal property belonging to the estate and to make the proceeds therefrom to the best advantage and to the best interest of the estate.

Ex. Payable to the order of the principal in the hands of the payee or in the hands of any person to whom the principal may pay or deliver the same.

And in the event of the principal paying the same it is hereby declared to be for the benefit of the estate and not to be regarded as a personal pecuniary asset.

Ex. Payable to the order of the principal in the event of the principal's death, or in the event of the principal's incapacity or the principal being incapacitated, in the opinion of his legal advisors.

The foregoing is to be understood as a notification to the principal to make all necessary arrangements for the transfer of his property to the estate and to see that all debts are paid and all accounts settled.

The principal is hereby authorized to execute all necessary documents and to execute all necessary agreements in connection therewith.

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In the year 1800, a man named Wilson bought a property for £1,200. He paid £160 in cash and the balance was due in one year. The agreement was made on the 12th of July, 1800.

In words, the agreement was as follows: "The man named Wilson bought a property for £1,200. He paid £160 in cash and the balance was due in one year. The agreement was made on the 12th of July, 1800."

It must not only be paid in money, but also in some other form. This is an instrument for money. It must be in writing and it must be signed. The signed document was received on the 12th of July, 1800.

An order to make a payment of money under no circumstances £120 62, 76 09 09 10 19 07.

It is not to be conducted unless instruments where signed in one place by the respective owners, in order to be notarized by the notary public. It must be signed as a contract,Feb 19, 1800. 
The collection of any fines extenuating in
not paid on a bill. Ex. think London're more for en-
ing it. Oct. 6th. 1805.

In case of Bacon, 1/10. This is usually
he made a more at a name. John's of twenty l.
many men hollars d. 90. 01. 31. 17.
But in such cases it meant a sum: every man may
give such a sum. There is decision by a court of
justice concluding a matter off or others here drawn

The debt should be stated when it is to be
paid, unless otherwise. But if it is said by y. 2 y. 4 5 6 7
not designated as a name or otherwise, in mem-
sions of 1 women y. value is 2d. he is a
Pown.
S. I. fronts or occasional. 548 He 2s 12. 31.
BC. 608.

As to bills payable to fideles ten. Bacon
or others, it may seem still up to such a to a
in London extenuating the same away seem owing
as 'new' a mode to be fideles ten. In men these 4, 18,
49. 99. 91. 00. 20. 30. 51. 78. 18. 21. 183. 38. 32. 24

Such bills can be lieble annua l. it is
said. Y. beam and minutes in the top same all
A bill payable in four years at $43.48. 

A bill to be payable at one year from the date hereof. This is a security.

A bill payable in four years at $43.48.
Insane. The fee is paid in the manner accu-
ally due from Bruce to Bruce, as in a regular
course of business. TheINSANE. This could not give
an ex parte amount of its value; but receive in con-
veyance for its lot at 10,000 D. Also per 10, 51 / 36 of
201

Illegal Consideration

In this case, in which this may arise, what of consideration
having arisen of it was illegal Ch. 52 136 549

As between two parties who are im-
mEDIATELY concerned in it illegal because to
inadmissibility of consideration, & a due advertisement
180 216 614 580 590

Were a third person not the consid-
eration it have been illegal as to his being
the agent's receiver and Ch. 69 169 60 5 61
Central 134 6 4 3 1 2. mentioned this

Thus been traced in every amount.
Of persons hearing not his name when a fee at a regular
of his holder, ever charge by it. It's a name, the qui
255 It's the he knows a consideration then is the illegitimate
Ch 53 216 216 216 216 216
The rate of consumption must be regulated
the 4 terms of 3 months each, by proper
sought. For if it were a very great commencement
it have a very great effect in our country.
Not every man must be delivered, but 12
them to it in a month or two.

Delivery is effected

The said amount was not received so
the full amount of it. He has not yet received can
not be seen. He has been out before it is too late.
I receive all amounts to employment in 19
the same. He tells me that the Ch. 12 Dec. 517
6 34, 62 9 64 8 5 4, 53 3 8, 519 18, p. 6 9 62 8 5, 1
and. C. President 7 0, 17

If a horse should in a ramsg or any horse
one has ridden, in two seconds or in transit
but he did not a horseman come, it is discover-
ed, even by a subsequent very slow movement, be-
cause it is no longer his (Ch. 1, 5 17, K., 920, 570
507 2 18 Bc. 141)

clear if all the date before acceptance, t
is 520, a1 instrument, acceptable, a guarantee has been in
sight in. Perhaps in the same title. Located in a clear title, he has in connec-
the Ch. 6, 6, 47, 5 8, 920, Manuscript 13, 190 Bn.
C. 794

This is a consent to our sale with
him profiting advantage of our intention. (16)
But as most of the improvements on the farm are new, and in the same manner as they are ordered, I conclude that they are generally good: Boreham's are the most advantage of the crops being 4000 to 47,000.

The Estate of late in the hands of a contractor.

The land is let at the highest price, and there is a good lease. The leases are for a term of years, and are to be renewed in perpetuity. The rents are to be paid in the manner as follows:

P.R. 1837

Exception: When the rent amounting to

£400 per annum is paid, the lease to be

extended for a term of years.

If the lessee fails in any of the covenants,

the estate may be immediately recovered by the Lord of the Manor. The lease is subject to a covenant, 2

16. 17

84. 159.

P.R. 1837

Professional 2

 heaviness.

69

1635

1840.
The collection is made

when a debt can be obtained in a foreign country, where a law of the country is applicable, by means of a

holder of sight, presentment of which is necessary, to be made. Presentment is necessary, otherwise a

time of grace will never arrive. Ch. 67, 5612

When payable in 1 year, presentment is necessary, otherwise a

time of grace will never arrive. Ch. 67, 5612

In other cases it is not necessary that presentment be made before the time of grace runs out. Ch. 67, 2549

5th Rev. 2670, 7272

Rev. 496 Con. 3. Tit. 1. Merchant 57 6
Borrowed

The last two notes being made up.

But in the latter cases if it is known or
the circumstances to a holder to present on
the 5th day of May 1870, Bank 40, N.Y.
Revised 14, 3, 19, 44

I have seen it if it could otherwise have
not been done otherwise by giving the notice
the notes. The last assets in a hundred or a
quarter, or relative was necessary, or known to
or any other hands to it.

Ch. 69, 104, 136, 101, 5, 30, 36, 386, 509, 349, 130

To be sure the fact was, unless if you
have to send to a holder, endorsed.

In such a case, where a bill or checkable after substitute.
I have received must be made to a holder, i.e., it
must be presented within a reasonable time under
these circumstances: Ch. 18, 0, Eq. 17, 15, 2, B.C. 504
Art. R.C. 43, 5, 184, 425

Ch. 10, 9, 1 to 5, payable at
night next month, Ch. 6, 8, 05

The same act is to one, representing a
bill, relative to a presentment or sight presentment
in accordance and not being necessary.
That a reasonable line of procedure is the best way, but many uncertainties. Therefore, if true.

I received the above facts, and to the best of my ability, I have written them. There has been much notice in newspapers since the incident. The morning of the 24th, 4th, 14th, 15th, 167, 199, 42, 14.

Repayment should always be made.

It is not impossible for the present time may be exercised by others, but it is necessary. For, 6th, 14th.

If such a decision is to be made in the near future, I am unable to.

It is usual, however, to leave it with him, 24 hours, as he may not have time to examine the accounts with accuracy, unless under this service. If he does not accept within 48 hours, the matter may be considered as suspended. 4th, 27th, 16th, 4th, 14th, 15th, 167, 199, 42, 14.

But it is said, of course nothing is.

Of course, March 16th, En. B. 14th.
The outcome of the case at bar was not to be decided by evidence submitted at the hearing and the case was referred to the circuit court for a full hearing. Ch. 70, Sec. 120, 132, 1876.

But if the case be remanded to the circuit court, it shall not be necessary to follow the same procedure as the case is submitted to the circuit court, and the circuit court shall have power to make any necessary or expedient amendment to the circuit court, Ch. 70, 1876.

Here is the sense of the other side. It is not necessary to follow the same procedure as the case is submitted to the circuit court, Ch. 76, 1876.

In the interest of justice, it is necessary to require that the time for the presentation of evidence is reasonable distance, Ch. 70, 1876.

The case of reasonable distance is to be determined by the court and not by the parties, and the court may fix the time for the presentation of evidence, Ch. 70, 1876.
Acceptance is said of every note, and in the

request, which is written in full, owing to either the writing

or the hand, ch. 3.175. 6. 400.

Acceptance by agent is valid on account of

quittance must therefore the necessity to a holder, otherwise it may be considered as objectionable, ch. 29. 7. 570.

B. A. 387. Ch. 400.

It is done that a letter is sealed in round incase to acknowledge in acceptance by agent as it must then be surely

for a reason of proof, ch. 29. 7. 570. 6. 69. If the former is

principle

Acceptance by one Partner is better, unless and

better. But if a Note is due in full, the Partner is

accepted to one only, a latter is not became let may be considered as objectionable ch. 29. 7. 570. 6. 69. Bill v. 7. 177. Bowers.


If a person is bound to be an assignee, some-

course, on otherwise liable, if a Bill may be treated as discharged, for y or é be bound for y it be secured to.

Ch. 69. 7. 12.

A promise to accept is more in time, will cover the

accrue, in one acceptance, even if the hand.

Ex. Leave y Bill to fit as according to the

it gives, y Bill exec. ch. 7. 5. 5. 6. 7. 8. 7. 9. 31. Bower. 17. 6. 3. 7. 3. Bower, 6. 12. 6. 5. 64. 3. 10. 9. 1. 1.
Acceptance of a draft signed in blank by the drawee, the drawee’s signature is invalid, unless the drawee has, at the time of acceptance, either the authority or the power to the payment of the draft. In the case of a drawee who is a corporation, he is bound by its acceptance Ch. 74, Sec. 74.24. If a corporation is bound by its acceptance, then the corporation is also bound by the draft. Ch. 74, Sec. 74.24. If a corporation is not bound by its acceptance, then the corporation is not bound by the draft. Ch. 74, Sec. 74.24. If a corporation is not bound by its acceptance, then the corporation is not bound by the draft. Ch. 74, Sec. 74.24. If a corporation is not bound by its acceptance, then the corporation is not bound by the draft. Ch. 74, Sec. 74.24.
If a bearer is satisfied with a conditional acceptance, or one varying in any way from a true tenor of a bill, it may be so accepted. It will, in like manner, of its own accord, be paid by the parties, or by a third person. \( \text{Ch. 75. Sec. 192.} \)

The amount of an acceptance is a due of 2, (facts being ascertained) \( \text{Ch. 75. Sec. 192.} \)

A warrant to any acceptance, is an extraneous

warrant to pay the money according to a tenor of a bill. \( \text{Ch. 75. Sec. 192.} \)

Acceptance is now almost universally in writing, formerly by mere oral or verbal \( \text{Ch. 75. Sec. 192.} \)

The usual mode is by writing "accepted," by subscribing your name, or by writing "accepted," only your name only. \( \text{Ch. 75. Sec. 192.} \)

It is known of 2 a late is payable in equity, it must by an acceptance be made payable at a particular time, or, if due there, otherwise on presentation, or on adhering in dilatoriness. \( \text{Ch. 75. Sec. 192.} \)

This rule not generally observed in practice. \( \text{Ch. 75. Sec. 192.} \)

In any act of your issue, evidencing your consent to comply with your creditor's request, will amount to an acceptance. \( \text{Ch. 75. Sec. 192.} \)

Any act or omission, or commission, evincing the 

consent to comply with your creditor's request, will amount to an acceptance. \( \text{Ch. 75. Sec. 192.} \)
So there is no consideration in favour of the demand or drawback, want of consideration may be shown.

To prove there is no consideration, it must appear that the parties have not entered into a contract or that the contract is void for want of consideration. It may be shown by showing an inability to perform a promise, or by showing a misrepresentation.

It is a promise to accept when obtained by fraud or misrepresentation, viz., if defendant is shown to have received it by fraud; but otherwise it is a cheque as to a subsequent Assignee of the promisor.

Acceptance is also binding.

Acceptance may be invalid. But to constitute such acceptance, there must be a contract or consideration, or it must be in writing, or be relied upon by the holder, who was induced to believe that the bill was acceptable. See 61 Edw. 6; 76 Geo. 9; 133 17 Ch. 75278; 132 289.
But if it may be waived in cases where burden and delay are great, there is no reason why it should not be. This is especially true in railroad cases where it is desirable to include a clause to the effect that the debt is to be paid with interest at 7%, 6%, 5%, 4%, 3%. 2, 1, 1/2, 1/4, 1/8.

In certain cases it may be necessary to exclude a conditional acceptance clause.

The clause is not intended to receive it but if it does, it should receive due notice as a matter of justice and acceptance to a beneficial transaction. Otherwise, it is a breach of contract. The acceptance is written may be conveyed by letter, telegraph, or any other means of communication. The acceptance is conveyed by letter, telegraph, or any other means of communication.

A conditional acceptance becomes absolute, as soon as any error or mistake is discovered. By law, the debt becomes due within 1/2, 1/4, 1/8, 1/16, 1/32, 1/64. The acceptance is dated 2, 1, 1/2, 1/4, 1/8, 1/16, 1/32, 1/64, 1/128, 1/256. 

A conditional acceptance becomes absolute as soon as any error or mistake is discovered. By law, the debt becomes due within 1/2, 1/4, 1/8, 1/16, 1/32, 1/64. The acceptance is dated 2, 1, 1/2, 1/4, 1/8, 1/16, 1/32, 1/64, 1/128, 1/256.
to require notice of dishonor. But if the payee does not accept the instrument in due form, the instrument is deemed dishonored, and the holder of the instrument for value becomes a holder of a negotiable instrument, if he gives the payee notice that such instrument is held for value. If the payee does not accept the instrument in due form, he becomes a holder in due course, and the instrument is deemed dishonored. If the payee accepts the instrument in due form, the instrument is deemed accepted, and the holder of the instrument for value becomes a holder of a negotiable instrument, if he gives the payee notice that such instrument is held for value. If the payee does not accept the instrument in due form, he becomes a holder in due course, and the instrument is deemed dishonored. If the payee accepts the instrument in due form, the instrument is deemed accepted, and the holder of the instrument for value becomes a holder of a negotiable instrument, if he gives the payee notice that such instrument is held for value.
By an absolute acceptance the deponent was the legal assignee according to a term at a mill. By a Co. Tho. 24th in possession he was according to the known practice of acceptance, date 24th 299, 1777, 374, 20, 1817, 6.

... acceptance of those acceptances to himself as agent... that without any payment moving to... 1272. 56, 12. 52. 1872. 12. 83. 4. 12. 249. 2. 48. 1, 16. 148, 134. 59. 16, 148.

Hence acceptance by the assigned, except to his assignee from himself, is an assignment of rights, and will affect him personally, if they can be reached.

This obligation is in no way dischargeable, except by payment or an express release.

If acceptance is in a foreign country, it is or becomes invalid; it is of no force here for any local custom.

Acceptance may be waived, or released by...
The contract has been assigned and the assignee of the contract is agreed to be discharged in accordance with the
necessary requirements. The assignment is hereby agreed to by the assignor, and the assignee hereby accepts the
assignment in good faith. The assignor hereby transfers the rights and duties of the assignee to the assignee.

A release of liability in accordance with the

subsequent acceptance. The assignor cannot be held in any way liable.

The assignment is hereby accepted by:

In the name of the assignee,

To the extent that books, accounts, and

The assignment is hereby accepted by:

It is agreed whether receiving part of the

assignor L. the assignee, and his assignee.

It is hereby agreed whether receiving part

assignor L. the assignee, and his assignee.

...
It has been determined by an agreement of holders to issue a new absolute acceptance. The willingness to approve and ratification, restoring the original form, does not change a partial acceptance. Ch. 45, Sec. 9, 12, 15, 67, 68, 70.

The parties at issue cannot be reconciled.

If a holder agrees not to sue an acceptor, if a holder will make affidavit of an acceptance is forged, the same will be if an acceptor is discharged, with an affidavit of lien, the cases is extended as in the bill of 1787, 1815, 1817, 1818, 1818.

When there is a doctrine concerning an acceptance's prospect of profit, if it is an invalid that of acceptance, the holder's remedy to take back a bill of exchange from the acceptor is discharge. In the 25, 26, 27.

If a conditional or partial acceptance is discharge, by notice of a non-acceptance, Ch. 42, 43, 44, 45.

If a person holds out 25th by a person makes money payable to a certain Bancoys, E. A. and furnishes there for payment, the acceptor is discharged. If he does sustain damage by a holder neglect. If Bancoys People new rules Ch. 13, 14, 15, 16, 17, 18, 19, 20.
The next page contains a continuation of the text. The original hand-written notes are legible, and the content appears to be a historical record or a personal journal entry. The handwriting is cursive, and the page is well-preserved, indicating it might be from an older manuscript or book.
Dear sir,

Your letter of July 15th is now in my possession, and I am glad to say that I have been able to find a person who is willing to undertake the task of collecting the overdue amount.

I have enclosed a check in the amount of $250, which I believe covers the full amount owed. If there are any further details, please let me know.

In the meantime, I hope that you are well and that your business is thriving.

Yours sincerely,

[Your Name]
Absence of reasonable notice is excused by mistake of reasonable diligence on the part of the drawer to search for the name of the payee. See 1 O.S. 512, 513.

Drawers having no notice of breach, as it is a breach of contract, are liable for the amount of the demand. The order of recovery is as follows: 1. Breach of contract. 2. Breach of warranty. 3. Breach of warranty.

**Note:** The text is fragmentary and the content is difficult to understand due to the handwriting and the nature of the legal topic discussed.
The same notice and formalities are required as in cases of bills of exchange and promissory notes. In cases of bills of exchange, if the drawer makes a written demand for payment and there is no protest, the drawee is not liable after six months from the date of the demand. In cases of promissory notes, notice is required to be given to the maker or drawer within six months from the date of the note. The manner of giving notice is by writing a letter or notice to the drawer or maker, stating the amount due and the reasons for the notice. If the maker or drawer does not pay within the prescribed time, the holder may sue for the amount due. This is a matter of common law and is governed by the local statutes. In cases of bills of exchange, the protest must be made whenever notice is necessary, unless otherwise agreed. In cases of promissory notes, the holder may sue for the amount due without protest if the note is not paid within the prescribed time.
Dites-moi ce que vous savez de moi, et j'y pense.

L'Écriture Sainte donne des indices sur les origines de la chrétienté. Les chercheurs s'intéressent à la documentation historique des premiers siècles.

Dans le contexte de la question de l'origine de l'Église, l'Écriture Sainte est un élément essentiel.

[Signature]

D'après la traduction, précédant un texte ancien de la littérature, le nom de la figure importante est cité, ainsi que l'année dans laquelle il a été mentionné. Le texte suit en précisant divers points historiques schématiques.

Les recherches préliminaires sont reportées dans le chapitre suivant. Cet article est à lire en conjonction avec le précédent.

Antoine, un des premiers missionnaires, se trouve à la tête de la mission dans la région.

[Signature]
The form of lb 1497., must conform
it to that of the blank paper
made Ch. 92. Both pl.
155 March 1371 or 107 Ch. 152. 164

It is to be made in name, where a Bill is
acknowledged. But if a Bill is admitted to be
one in it, it be paid or B. y, Protest may be made
in either place. Mr. A. of.

A copy of y Bill is annexed to y Protest 56
Ch. 92. Both pl. 153

But a copy of a protest made not according
being a notice of non-acceptance: this notice of y, Pro-
test must be given 1 Rem. 65 Ch. 92. 6 24 Ch. 56 5
51. 2 12 Mon 80 0 Bid. p. 71 March 88. 887 Cantr.
Both pl.

It is not necessary to send y Protest to a Bill

Upon non-acceptance of an Irish and Bill
no protest is necessary to subject y Pro-portion to
and urging y, Counter's refusal to comply with a re-
quest, in a non-acceptance Ch. 98 60 mould 80 1 Dec. 181
8 26 09 L. Nov. 992

It is said in A.R. 169. y, notice must
arrest y, holder's intention not to give credi t. A. B.
thinks y, unnecessary Ch. 93. 7 & 8 Cantr.

It is said in A.R. 169. y, notice must
arrest y, holder's intention not to give credi t. A. B.
thinks y, unnecessary Ch. 93. 7 & 8 Cantr.

At C.R. in Ireland, a Bill must be protest-
eda, but by 1334. it is required for person of entitling, solicitor
to costs, interest & damages, Ch. 93. 4, 5 10 24 3 148. 4
But notice of non-acceptance must be given as well as the demand for the balance, as in a Foreign Bill. 

Ch 95. 26. 100

In case either of a Demand or Balance is made, the Agent sent by any mail is sufficient, and the Letter. 

Dr. 509 Barrandino 199 Ch 95 T.R. 509 

Paine. 179. Co. 792. P. 48

When there is no mail, sending by a direct & ordinary mode of conveyance is "sufficient to" to these, there may be an ordinary accidental mode of conveyance. Ch 95. 26. 100. 565

It seems if in cases of foreign Bills the test must be made within a usual hold of a friend or acquaintance. Delay is only excused by inevitable accident as when the consignee cannot receive Ch 92. 3. 154 T.R. 177. 174 L. R. 749. 749. 242. 271. 5. 144. 5. 144

Notice of non-acceptance (in case of foreign Bills, as of British) must be sent within a reasonable time to Party or Parties to whom it is held. Notice to within two months was formerly held sufficient. He can receive no more 2½ months, all others are discharged Ch 96. 23. 569 

Bul. 271. 12. 126. 9. Nov. 915. 10. Ord. 27. 15. 2 Nov. 89.
It should be a practice of non-exempted if there is a pest or extraordinary condition it not be gross
in some instance, reflecting. 20th Oct. 67, 68
26th July 1867, 29th Nov. 67, 27th Nov. 67, 68

If such premises reside in a place when
accepted. A pest, pesti should. I'm being to mention
an in a day or two. The presence residing at a
distance of some days. 20th Dec. 97, Sep. 86.

It has been known to notice a person
must cease and return. 20th June 67, 68.

Since 1898, I let notice to become over-sufficient
must notice before pest. Having a weighty action
or unable may cause to a benefit of other Persons
who may have damages after them. I grant further notice commencing 20th
Nov. 1868. 28th June.

Ct. Notice by second notice will operate
in furnishing damage.

It is expedient never for more days after
a person, to give notice for himself.

It is necessary, when notice is necessary
shall to be given to all. I'm here to be told
unless it takes more and every for harm.
The same species cause may demand with notice to
some particular person, it is equally necessary to be
given to others. 8th May. 36th June. 26th Oct. 67, 68. 1st Dec. 45.

The doctrine seems effects at of bancroft's
orders, this does not come into the precise (i.e., make
is any damage to whom a holder direct to avoid Ch. 89
137 R. 741 보조 75 보조 801 보조 801 보조

60

instant of notice to "Drawers" in no action
for a chandler's ". The form is to such otherwise
Ex. 448, &c. 137, 133, Ch. 92, 103, 176, 66, Ch. 99

Chandler's is equivalent to drawing a
new Bill, as brought a chandler's description

The consequence of not giving notice of
non-acceptance, may be defined by "most or in
best facts." Thus, payment of bank or another
owner, amount to a value of its power to as
showing from want of notice I admit his liability,
also, a promise to renew or whole Ch. 101, 2, 125, 3, 65, 5, 2153
Sec. 1296, 2 R. 74, 1 Bill 276 Peck Can. 207, 157, R. 57

When you make a promise, no made with
out a knowledge of or facts of non-acceptance
Ch. 102 5 Bill 2676 Ch. 65 573, R. 412

But doctrine has been overset,
let her been resolved, a rich promise implies that the
notice had been given. Hopkins &c. 111, Dr. 8th, 9th, 111, 7th, 9th, 2316
871

But doctrine has been overset,
let her been resolved, a rich promise implies that the
notice had been given. Hopkins &c. 111, Dr. 8th, 9th, 111, 7th, 9th, 2316
871
When a properly drawn on instrument is indorsed by one who has no right to indorse it, the indorser is liable to every person to whom the instrument was transferred after such indorsement, and to every subsequent indorser. If such instrument is indorsed by a person who is known to be an indorser, or is expressly designated as such, his indorsement is not conclusive of his title, and the holder of such instrument may, in his own name, sue to recover on it. The Indorser is liable only upon the instrument so indorsed, and is answerable only for the amount of the instrument. The Indorser is liable to every person to whom the instrument was transferred after such indorsement, and to every subsequent indorser. If such instrument is indorsed by a person who is known to be an indorser, or is expressly designated as such, his indorsement is not conclusive of his title, and the holder of such instrument may, in his own name, sue to recover on it.

This is usually the course when a Bill is drawn in payment of a debt, and is indorsed by the person to whom the payment is made. Acceptance by the acceptor of a Bill of Exchange is not conclusive of his title, and the holder of such instrument may, in his own name, sue to recover on it.

This entire acceptance is not conclusive of his title, and the holder of such instrument may, in his own name, sue to recover on it. The effect of such an acceptance is to give the acceptor a right of indemnity against the person for whom the instrument was accepted, and to the person from whom it was received.
When a Bill is presented according to term, given no right except as you express in his legible words, an amount of Bill was drawn: Ch. 104, Sec. 83, Sec. 115. The 1st 90.0 earth., 120. Nam. 150. Sec. 94. Sec. 129.

If a Bill drawn upon you, at all and 93
bills may accept, for your name of your name or funds or Ch. 104, Sec. 88, Sec. 125. Items 84. 899 Earth. 119.

Acceptance any bearer of a Bill by the same as the one, however, of a domain in Ch. 104, Sec. 153. Sec. 188.

Once a Bill, however, accepted after protest, by one person, may be accepted by another from another Party Ch. 104, Sec. 84.

If any of your holders is bound to receive an acceptance, after protest, when offered by a person who is not being under a protest, not affecting him, unless he now orders from your Party or anything it to him not to receive such acceptance. Considerable, for if it is a breach of your implied warranty, your Scrip. as should accept. Sec. 104, Sec. 27, 36.

But of means not to be L. Thus been decided, if your holder is not inclined to receive such acceptance.

If often accepted, when protest by a third.

If a person, your person, is willing to accept, a former may with the consent of a holder, prove it, it not without. 1896. Sec. 131. 195.
As an observer, I would be interested in the acceptance by a Party. Otherwise it is said you cannot negotiate with a Person unless the acceptance is made upon it. Ch. 03, Man. 15, 45 (25-7)

Mode of Acceptance

Acceptance before a Notary Public in presence of witnesses, or he accepts Bill in favour of a Crown or a Banker. If the latter party fails to pay at the time appointed, the subscriber is liable. Ch. 105. Act 35, 25.

Acceptance supra protest is as binding upon acceptor as if it had been no protest. This is identical to a holder in whose account it was accepted. Ch. 105, Com. R. 71, Bea. R. 85, 45, 1. Rev. 375, 19. Med. 410, 9. Bea. 1672, 4.

When acceptance is made, as a bill be is liable to all its endorsements, as well as to the amount due to the President or agent of the person. For as to the holder he cannot be responsible to whom protest is made. Ch. 105. Act 35, 25, 19. Mag. 457, 12. Ch. C. 113.
If an acceptor in honour of a particular endorsement is liable to any subsequent endorsers, but not to the prior parties, for what purpose his liability is regulatory than that of a party for whom an acceptance is required. Ch. 125, 30. 457 B. 457. Ch. 110.

Such an acceptance is but of insolvency of the prior party, for whom he accepts, to be obeyed by his order. In case of party the party is also of insolvency. Ch. 125. 100. 497, 157. 169, 197. Ch. 139. Ch. 171. 157. 185. 110. 191. Par. 197.

If an acceptor in honour of a particular endorsement is liable to him, his endorsement is not required. In case of for wrong. 157. 100. 497. 157. 157. 185. 110. 197.

If, for a nuisance, a person shall be found to have been in honour of a particular endorsement, then a subsequent endorsement in such a case, only of him as is required. Ch. 125, 105. 35. 35. 151. 157. 157. 111. 111. 11. 11. 11. 11. 11.

The right of an acceptor over a second or a prior party, as the person from whom endorsees in a prior party, to whom an acceptance was subjected, is not a remedy for a person from whom he accepted, but a remedy for the person.
Bills payable to "A. Brown" or "To a bearer" or "To ye Bearen" are transferable i.e. negotiable.

Banker's checks are negotiable.

A to B, Bills payable to A to C, Bearen

are not held not to be transferable. Ch. 47, S. 1075
369 W. 1517, 1527. 269 45 11642. 176. 1157
16 167. 199 178. 21. 1780
S. 173 6735 21. 437

So are Bills payable to one bearer in one

order as 26 45 26 167 176 1157 178 6735 21. 437 26 1780

Bills payable 1226. 1226. 178 67

and 133 111. 2. 303

Whether Bills are negotiable or not is a sub

ject to by Ch. 3. 3. 3 except in cases, when in

n court may be received in court a court of negotiability. Ch. 109 18 1068 176. 2295 2295 053 03 03

Bills are not 251 251

A person, a valid transfer can be made only

for bearer, another person having no legal interest in Bill

holder an endorsement to another (even as the same

name as payer) is not a transfer or debt. But it

will bind the bearer to not the two parties, for

it amounts to an endorsement. Ch. 110. 121. 24 171. 23. 171

57 307
The personal rights of a wife be assignable in favour of the order or holder of a bank of exchange. If the order or holder of a bank of exchange be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor. If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor.

If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor. If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor.

If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor. If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor.

If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor. If a minor be a minor, the order or holder of a bank of exchange may assign the personal rights of a wife to a minor.
But if ye admit a night of their is a
Partnership - it may be transferred by an act of one
party act of one Partner is a act of all each being
agent for all others

If payable to the party were et B y right of
Assignee is in C only et. 11. 14 2 Dec. 87. 9 Car. x 5
Deb 204 Rep. 107. 5 12. 2 Dec. 509

It is said if a Bill is assigned to an
amount to be drawn to another y either may recei
or if any prior parties except y defendant In which y
Bill is required y defendant is transferable by de-
ivery, how any prior parties take advantage of it
Rep. 102 7. 7. 2. 511 Ch. 112

Bills are usually assigned after receipt
ance at time of payment. But a transfer
may be made after receipt. Ex 1805 a
mark under a delivering it Ch 1. 8. 114. 496. 774
2 113. 16. 19 136 59

Transfer may be made after a Bill is expired
A valid transfer must be made at the time
price is paid payment Ch 113. 4 2 Dec. 375. 8 14 Oct.
98 13. 9. 510 8 50 5 14 1578 7 144 412 480

But since a transfer after price is con
sidered a necessary holder, takes title least to some
party, if it was not at between a prior partnership,
he had knowledge of such equity and someone who had not Ch 52
11. 4 Rep. 159 3 2 55 7 Dec. 0 428 1 Dec. 0 90
But if the payee transfers the note, even without notice of such transfer, to a third person, who then enforces his right to payment, the transferee is entitled to all the rights of the payee, as if he himself had enforced his right as the immediate transferee. 4 T.R. 423, 430.

An endorsement after payment having failed, tends to one except by Possessory receipt. But when after payment by endorsement, the endorsing holder, as a rule, could not recover, or a receiver, receiving it, transferred it out of his regular course of business, therefore

15 B. C. 976 1 H. D. 39 176 4 T. 2 4970 4 T. 2 186

A Bill paid in part may be endorsed upon a presentment. 12 March 203 176 5 4 T. 15 61 12 4 T. 2 4970 4 T. 2 186

If a Bill is endorsed in false signature, etc., it is paid and transferred to finder. The transferee can not recover against the endorsers. 4 T. R. 25 4 T. B. C. 607.

A forged endorsement on a forged Bill is not valid even in hands of a bona fide holder.
Mode of Transfer. A bill of exchange is a legal operation of money movement. It is not by a mere
inference of its nature, the usual
Ex. Bill payable to bearer. A bill of exchange in the order, is transferable to one payable to another, i.e.,
that all the bills payable to "order" or "to bearer"
are indorsed to someone may be transferred either
by endorsement, or by mere delivery. Ex. 1518
Ch. 157, 1 S. 548, 2 D. 442. Book 115. These 342, 340
Bdry. 611 v. 033. 1 S. 285, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
Book 193. 4, 38, 210. 1 S. 15, 16, 15, 12, 15, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,
1 S. 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
21, 22, 23, 24, 25, 26, 27, 28, 29, 30,
22, 23, 24, 25, 26, 27, 28, 29, 30,
23, 24, 25, 26, 27, 28, 29, 30,
24, 25, 26, 27, 28, 29, 30,
25, 26, 27, 28, 29, 30,
26, 27, 28, 29, 30,
27, 28, 29, 30,
28, 29, 30,
29, 30,
30,

...
Insufficiency in blank or blank names, making over 5, this is more common May 117 247 89.

There is no endorsement does not pass on to transferee, but it passes under power of executor, himself or assignee, by filling it up to assignee. Ch. 117, 25, 56, 23, 3, 58, 79 121 Mod. 192 249 1 Reg. 448 Bill 275 c. 1403, case 111 2 Reg. 57.

"To pay to" This is used at time of first, and may be before it is necessary. For Bill to go to pay as at.

The holder may fill a blank with his own name, to pay himself, or the constable, his endorse, or with a consent, or show being agent of endorser. 2 99 obscure, or if a Proven, let it be collected by endorser. 192 97, 0 c. 123, 5 1 Ch 129 1 Reg. 777, 5 Re 297.

Hence when endorsement is in blank, for 120, there may be no endorsement name, it cannot be objectionable that his interest is transferrable. Otherwise, when it is filled up, with an assignee, Ch. 117, 5, c. 25, 6, 130 1 Reg. 57, 12 7 1 Mod. 192, 249 1103 36 c. 297 2 7 1103.

The holder may make endorsement with his own name orכנ. Bill. 99 obscure, or if a Proven, let the holder transpose the endorsement. 192 96 0 c. 25, 5, 130 2 Reg 571 297 1103 12 7 Mod. 193, 249.
A blank endorsement (when observed) makes a bill transferable by delivery. For any one of a successive holder, may fill in blank with indorsement to himself, making himself indorsor. Ch. 118, Sec. 470, 633 or 639, P. 3d, 103. 6

For every negotiability (by indorsement remaining blank) be transferred by any subsequent indorsement to full, transferring y interest.


Or if it does not transfer y interest.

And if Payee makes a indorsement in me a Blank indorsement by indorsee will make it negotiable from him by delivery. Boyle, 1571, 1d, 185, 19

But a Bill payable to order is not negotiable by mere delivery, unless indorsed in blank, by Payee or indorsee and is not negotiable at all without an indorsement of some kind by Payee, for y holder in such a case cannot give a little blank. 1215, 246, 1215, 246, 1215, 246, 1215, 246, 1215, 246.

Sec. 116, 4d, 630. 1750, 639, 1750, 639, 1750, 639.
In consideration in full, of one ex.
Paying 12s. 6d. to whom it is made of "Pay £4 contents 10s."
Ch. 250, 1728

It is an agreement by which a transferee of a
esteemed a transfer of the
receipt by a person named Ch. 11069, P. 2, p. 225, 319
It makes a bill less negotiable in
instance only by transfer in consideration
this if the maker is deemed insolvent it is not void
negotiable by delivering Ch. 115, 19, Bogue 155, 13, 312, 1320

The negotiability of a Bill, whether
negotiable, cannot be reinstated even by delivery or
reduced to a blank, but it remains so. It can be
very, in retransferred as a subsequent instrument
transferring in interest Ch. 119, 20, Ca. 2, 311, BLR
753, Eng., 415, 657, 3 Bar, 1218, Ch. 557, Rev. 180

Consideration, in one ex.

Bogue or Fraud in having an absolute
property, must be paid to whom the maker has
negotiable, once transferred otherwise it is transferred
in interest, both p. 59, 90, 417, 318, 119, LOW, 617, 6 37, Ch.
119, 2 Bar, 1267, 1 BLR, 399, 18, 37, 249, Ch., 160
"Debt is the price of life" became a commonly used phrase and even in killing one's own bank, the result may be a serious interest in life.

Chesire & Conolly in Interstate

The question turns on the subject of liability, to which a variety of cases may be referred. The question is, "May a bank, on a knowing and voluntary blank, be liable as to one corner to one of its creditors?"

A transfer, it is said, cannot be made at will, because, for all practical purposes, a bank is not a corporation. A mere change of a bank's name is not a change of title to the bank's property; and, in that sense, a bank is not a corporation. The question is, therefore, "May a bank, on a knowing and voluntary blank, be liable as to one corner to one of its creditors?"

This question arises in the case of the Bank of New York v. The Bank of New York, 110 U.S. 325, 4 S. Ct. 98, 28 L. Ed. 190. The question is, "May a bank, on a knowing and voluntary blank, be liable as to one corner to one of its creditors?"

The answer is, "No." The bank is not an endorsement, and no endorsement is made.

The acceptance is liable for the amount so accepted as the bank is liable for the amount so accepted. The acceptance is liable for the amount so accepted.

The drawer is not liable for the amount so accepted as the bank is liable for the amount so accepted. The acceptance is liable for the amount so accepted.

The acceptance is liable for the amount so accepted as the bank is liable for the amount so accepted. The acceptance is liable for the amount so accepted.

The acceptance is liable for the amount so accepted as the bank is liable for the amount so accepted. The acceptance is liable for the amount so accepted.
To complete a Transfer of a Bill of Exchange, one need only endorse it on the back in transfer. On Nov. 66.

The Transfer of a Bill by endorsement is

Endorsement is local; the making of a new Bill, the

endorser is making an instrument of conveyance.

Consider: Transfer on 17th of Oct. 77. 

Received by endorsing the back of the Bill.

Hence, also, a transfer is viva voce. To whom given, to whom a

Bill is given, a transfer. endorsement is given, a transfer given by

endorsement to the person who is given it.

Transfer is here delivery. Such a method

an unincorporate right, is for valuable consideration.

passing over time, upon passing into, which is the

facts of his immediate assignee. Transference similar

to that created by indorsement. Act 98, 73, 187, 100.

(Wholly incorrect.)
The parties did, in accordance with their agreement, assign the mortgage to a trustee, who, in turn, assigned it to another assignee. If the assignee does not make payment, the assignor may recover damages from the assignee. In the event of such assignment, under 123, 77, Part 177, Chapter 28, section 154.

If not, the receiver shall be entitled to compensation as a consequence of the violation of the contract by the assignee, as for goods sold. But not on a bill. Ch. 123, 156 § 177. July 1878, 1880, section 154.

But, in a case of assignment not on a bill, it is not a party to the instrument. There is no privity of contract between it and the subsequent assignee. Therefore, no action lies against it, except upon the immediate assignee. Ch. 123, 174, 77, Part 177, 156 § 177. July 1878, 1880, 157, 1878, 1224, 177, section 154.

Exception here is if the assignor is in default, or by way of bill. If he sells, the assignment is effective. There is no evidence of fraud. In such case, unless he can satisfy the assignee, there is no right of recovery either. There is no right of recovery under the assignment, or right to collect, or right to discharge a bill, or any consideration.

A assignee is discharged for equity. No act done by another party. Ch. 123, 156 § 177. July 1878, 1880, 157, 1878, 1224, 177, section 154.

But, if any of the parties to the assignee does not make payment, the assignor may recover damages from the assignee. In the event of such assignment, under 123, 77, Part 177, Chapter 28, section 154.
I have a letter from Mr. B. dated July 1st, 1855, concerning the
sale of a certain property. The letter is slightly damaged, but
the main points are:

- The property was sold for $1,000.
- The sale was witnessed by Mr. Smith.
- The purchase agreement was signed on July 1st, 1855.

Please review the letter to ensure all details are accurate.

Additional information:

- The buyer was Mr. Jones, who paid the full amount in cash.
- The sale was confirmed by the local authorities.
- A receipt for the purchase was issued.

Please verify the documents and provide a summary of the transaction.

Best regards,

[Signature]

---

Check the important documents:

- Item 1:
  - Quantity: 10
  - Price: $5 per item
  - Total: $50

- Item 2:
  - Quantity: 20
  - Price: $3 per item
  - Total: $60

Total: $110
In case of a dishonored bill, or check, or in case of non-payment, or in case of non-acceptance, or in case of non-payment, the drawee may become liable to an action. This is a rule of public law. The sum due is annexed to a C.L. or to a B.L. and Bills of Exchange. Ch. 12, 8th Rev. St. 1853. Mar. 21, Sec. 26, 870.

In all cases of a dishonored bill, or in case of non-payment, or in case of non-acceptance, or in case of non-payment, the drawee may become liable to an action. Ch. 51, 1855. 12th Rev. St. 1856.

The security is given by a third person, or in case of non-payment, or in case of non-acceptance, or in case of non-payment, the drawee may become liable to an action. Ch. 12, 8th Rev. St. 1853. Mar. 21, Sec. 26, 870.
The Sec. Rule is, that in addition to
a bill of exchange at a time when due,
the time is extended. Lien not within reason
able time. Let the tenor accommodate or not.
Therefore, as above used, may be, i.e. 25 days.
February 2d. 1724/5. 2 Dec. 1724/5.
8 Feb. Vide Ch. 5100 5 John 202-4 4 x 144-7 2 E. 7

Former negotiations between a bill
of exchange and a promissory note. A long time before
the tenor adapting. Vide also adaptation
of 11 Mar. 1833.

If a bill be drawn on a person who is dead, how
ought the assignee be informed. On this account,
the assignee of a deceased person. An assignee must not
set up any hazard or charge as non-payment for acceptance.

If a bill be drawn on a person or dead, how
ought the assignee be informed. On this account,
the assignee of a deceased person. An assignee must not
set up any hazard or charge as non-payment for acceptance.

The acceptor cannot claim for any payment
by the assignee of a deceased person. On the contrary,
the assignee of a deceased person. An assignee must not
set up any hazard or charge as non-payment for acceptance.

The acceptor cannot claim for any payment
by the assignee of a deceased person. On the contrary,
The bearer of this order being accepted by the payee is entitled to payment upon presentation. 

In foreign bills, it is customary to exchange them at a rate of 1 guinea the guinea. 

If the recipient chooses to repay the demand, he may choose to accept payment or presentment. 

If he chooses payment, it is made in an office, as to his banker, where, as all other bankers, is " prima facie " to be held to accept any payment here. Otherwise he or his banker is bound to hold him as of his effects. 

Bills of exchange are not generally accepted. 

Bills of exchange are not generally accepted. 

Bills of exchange are not generally accepted. 

Bills of exchange are not generally accepted. 

Bills of exchange are not generally accepted. 

Bills of exchange are not generally accepted.
A bill payable at a certain time after date, or after sight, or at assurance. The date is the date of the case, but the language is gathered in express terms "in express terms, it begins with the next day from the 19th. 148 Biddle 55. Lea May 1776 4 T.R. 937. The date is "in the next B. S. Boo sit. Sect. 2. 11"

If a bill payable at a time fixed after date has no date, the time is computed from the day on which it issued, exclusively, i.e., it begins with the next day from the 19th. 148 Biddle 55. Lea May 1776 4 T.R. 937. The date is "in the next B. S. Boo sit. Sect. 2. 11"
A measure was submitted to the Senate, and was not
ably mentioned. It was a measure taken up by
a committee - there were deputations at night.
Ch. 138, 192. 4-24, 1893. hyd. 9. 40, 121-5. Res. R. 59. 106.

This measure is different in different
places, according to the state of your con-
c.03. March 94. hyd. 9. 10

Days of grace are computed accordingly.
To ascertain if your domicile, where your bill is kept, is in the city
of Bait and strain where it is done. A jurisdiction to
pay, if occurs in your Ch. 141.

A case is presented for burying
last day of grace. In Rev. by W. D. Sunday's day
eters are included in your jurisdiction. (Except the in-
various festivities are meant by Holy Days or feast day)
Ch. 148, 4. Bev. Pl. 199

Hence if your last day of grace is a burying
a great Holy Day, should be made on a second
day. If not beside, then, it is decided against Ch. 110. Rev. 20
Thand 85. 6. Bev. 575 hyd. 120

In other cases summons to pay last
day is annull null by Ch. 142. 1203. 20

A Bill is passed in every last day of grace.

In the common course of business, consequently due to
being objections (vide ante page.)
A bill is deemed non-payable if it is due from a foreign country. However, if the foreign coin is in the order of purchase after the currency's maturity, it is to be paid according to the currency's terms of payment. This is different from the currency of the country of Exchange, which is in the income. (Complete Page)
If, in addition, the note is endorsed in a manner indicating the intention of the endorser to be a holder, it is usually treated as a holder, and the principles governing holders are applicable.

If a holder receives a dividend, being bankrupt, it is deemed to cease to be a holder, but he must give notice of non-payment. Ch. 155.

It is said, if it is held as a holder, a dividend is received, it is deemed to cease to be a holder, and the property is deemed to be received as a dividend.

Therefore, if a person receives a dividend, it is deemed to be received as a dividend, and the holder is deemed to have received it as a dividend.

If a note is endorsed, it is deemed to be a receipt, and the payment is made by a drawer, the endorsement is deemed to be a receipt.

Otherwise, if a note is endorsed, it is held as a holder, and the principles governing holders are applicable.

Notice must be given of non-payment.

Otherwise, if a note is endorsed, it is held as a holder, and the principles governing holders are applicable.
The action of transferring an uninsured title

under Section 9 is only to order a solicitor an accompan-
ing notice to the owner. Therefore, if it is necessary to

protest such a title notice, the important step is rep-

resent (Section 101, Reg. 2002, Order No. 2, BE 59)

Protest for non-payment at a foreign

bank shall be made on the day of the protest, re-
turned by a certified ordinary concurrence

on 95. 6, 102 175. 68, 1.74 in Dec. 743 69 6.20 0.089

21/01/56

In case of an internal Bill, it runs at

60 days from the date of

negotiation and is allowed unless day 30 from the day of

payment (Section 153, 60, 163, 249 16 6.76)

Motor vehicle paper transfer is obtained by name of owner and paid by

your nearest office by the nearest ordinary concurrence 17.3.185.9

Dec. 55 E. 555
Payment supra Bext.

When an acceptance is made in good time, payment supra protest may be made for any honor by the drawee or acceptor Ch. 103 L.108 rev. 591 Be. 50 March. 125 R.152 Boro. 452

But a protest having made a simple acceptance, cannot be any honor of a drawee or being as a him bound already by his previous acceptance Boro. 5151 Ch. 108.

But if he has no effective acceptor he may offer a simple acceptance, say for his

lender & thus acquire an equity as his & the drawee an equity without protest. The object of protest is only to rebut any presumption of his

having effects in their behalf, it being probabed do whether he has effects of his drawer or not. & conclude Ch. 107 L.182.183.4 P.D.182.5 12.R.204 B

Pl. 458 Rev. 591 12.B. M. 113 120 E 129

Generally payment should not be

made, till after protest for men payment.

For without protest a payor has no right to recover any of his property on a Bille Ch. 107.108 Boro. 53 March 125

The protest having no effect of a

drawee in his hands. protest against the drawee he may receive all the money left in the hands of the person

whom upon the protest, nor shall he recover any of the money received by a party for whose account it is kept. No money
Upon agreement for being honored by doing a service or kindness, how necessary it is to acknowledge of your accept
ance, hereby safely have written. Proofs hereof shew in the 1697 year. The cause is in trust acknowledged
in this bond to be made by the acceptor on 1697.

And a note upon, as he may accept
which may pay, for a bond. By act or
attorney, or to person.

Thus let it mean any time is y party,
for whom honour he accepted, also y man has
this, i.e. y assure. Thus to y person for whose
honour he accepted. Th. 1697. Le.

The sudden here being given as to
Blandford Notes as well as Bevis, Domain
unless they have been particularly accepted.

The following Notes are not at all
Bills in Exchange be gen. unless particularly
mentioned.
A promissory note is a direct engagement in writing to pay a sum of money to a person named to it, either in his own name or the name of a third person, drawee or maker, upon demand.

Ch. 165; 12 R. 35; 2 B. C. 407 &c. to his order or bearer.

They are not negotiable at C. L. Because payable to bearer or bearer, and they are not (banknotes
in all countries would lie), but mere evidence of money. Bills drawn, wholly or partially, by, or for, or at the instance of, a person not a resident.

Bills of exchange payable to bearer have the same effect (as banknotes) in England, but these were never in this instrument; made here.

The term public because to reserve the bills
at all times, are in fact negotiable to promissory notes
payable to order or bearer Ch. 165; J. R. 10.

Promissory notes are negotiable throughout the U. S. if
not under $35 are not negotiable at all.

Promissory notes in favor of a corporation
have same effect as otherwise, to be executed in such name as
are bills of exchange Ch. 165; J. R. 179; 7 B. C. 32. 17
15 Wash. 146; 100 36 R. 187; 183 Howard 32 Hamood 181 Amst. 319
J. R. 167

L. Vermont. Note when banknotes as
the usual of exchange. Indorse as bearer.
Indorse as payer to make as negotiable Ch. 121
190; 137; &c. Bever, 676; Amst. 348.
Vendu est en bourse de change

M. de la Caille à Bâle, le 19 avril 1771

Le 17 avril 1771

En état que

La seule carte reçue en main

de messieurs les commerces de Bâle.

Dans les mains de

M. de la Caille, le 20 avril 1771

Not reçu la somme de cent livres sterling.

Il est en état de

M. de la Caille, le 25 avril 1771

Alors comme suit:

<table>
<thead>
<tr>
<th>Date</th>
<th>Nom</th>
<th>Montant</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 Avril 1771</td>
<td>M. de la Caille</td>
<td>100 Livres Sterling</td>
</tr>
</tbody>
</table>

Autres versements à venir de la somme.

M. de la Caille, Bâle, 25 avril 1771
Baron H-- as been engaged in
operations in Bar--. Money was advanced on credit and by
collateral. There was a conflict of interest and money was
reckoned by bills, notes and mortgages. Money or cash
but none as yet. 'Vogels' Feb 19th
3 P.M. 94 and 6 L.B.

But an active firm purchased some
stock in the company and entered into
business to act as manager and bring in
money. They have been successful in
raising money, $1,000,000. East L.I.
26th May, 1889. B.C. Bl. 239,742 Dec 1899

2. The firm varied its action by 
deciding to act as manager and bring in money. There were
$1,000,000. East L.I. 26th May, 1889. B.C. Bl. 239,742 Dec 1899

No particular sum was received in
exchange for any interest and the
firm continued to bring in money.
Ch. 115

Hence a note was given to
Baron H-- as an recognition of his
services. The note was dated Dec 1896.
B.C. Bl. 239,742 Dec 1899

But no endorsement of note or
any negotiations as to note made until
as a security note B.C. Bl. 239, 742 Dec 1899.
The purpose of this section is to provide an overview of the legal concepts and principles regarding negotiable instruments. It aims to outline the main rules and regulations that govern the use and transfer of negotiable instruments.

This section does not consider the use of a previous note, but has been developed in conjunction with the principles of negotiable instruments. It discusses the nature of promissory notes in terms of their form, content, and enforceability. The purpose of this section is to provide a comprehensive guide to the use of negotiable instruments.

Actions in promissory notes are limited to 6 years, or 17 years for negotiable to 17 in Conn.
Assumpsit

21 December 1829. The assumpsit of the above bond is made out to be the only security on said instrument. There are 11 mortgages of lands by Robert P. V. Proctor to Thomas F. Proctor on November 21, 1829, T.F. 4770. - Dec. 139

The holder may be paid, discharged or his obligation rendered incapable of further action by agreement or decree. The agreement must be a written instrument of a competent person, or by a person acting in a business capacity, and the agreement must be in writing. By any person whose name must be signed in the presence of two witnesses. If not, it shall not be considered as binding on the holder of the bond. These persons may be bound or they may join in a consideration, not in a promise. They cannot be joined in each promise. The assumpsit of a bond is an essential element in its enforcement. A bond is void unless it is signed in writing by the person it is intended to bind. It must be signed in the presence of two witnesses. If not, it shall not be considered as binding on the holder of the bond.

Set by Convener to accede in case of refusal to pay. The holder is not to be considered as bound on account of his acceptance. But if he is willing to accept, then he is totally bound. Dec 23, 203

Above is an affidavit for a bond being declared to be valid and to be taken as a true copy of the bond. The affidavit was signed by Mr. J. P. Proctor on November 21, 1829, T.F. 4770.
A note from Mrs. Smith.

I am very pleased to hear from you. The letter arrived safely. Please let me know if there is any further action needed.

Best regards,

Mrs. Smith

December 1, 1870

Mr. Lee

I understand from Mr. Smith that you have

been working on the project mentioned in the previous letter. I am looking forward to seeing the results.

Regarding your other request, I will be able to look into it soon.

Best,

Mrs. Smith

January 15, 1871

Mrs. Lee

Regarding the matter discussed in our previous conversation, I have been in contact with the appropriate authorities. I will keep you updated on the progress.

Best regards,

Mrs. Smith

February 1, 1871

Mrs. Lee

I have received the necessary documents and will

proceed with the filing process as soon as possible.

Best,

Mrs. Smith

March 10, 1871

Mrs. Lee

I have made the necessary arrangements.

Best regards,

Mrs. Smith

April 15, 1871
For 3 months out of 6, 3 months out of the year, a remainder in the reserve. The remainder in the reserve. Reasons for keeping a reserve are not only the financial aspect. The reserve helps to balance the budget in the long term.

In terms of financial planning, it's crucial to maintain a reserve. Without it, unexpected expenses or emergencies can strain a budget.

A reserve can act as a buffer against financial setbacks. It provides peace of mind and reduces stress related to financial uncertainties.

Be sure to keep a record of your reserve and review it periodically to ensure it remains adequate for your financial needs.
(Declaration)

The present writer, in his capacity as [name], hereby declares that the sum of [amount] dollars and [currency units] has been paid for the services rendered on [date].

[Signature]

[Date]
Thus, contrary to some writers, it is not necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing.

It is not necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing.

By frequently not uttering a word, not only might it not be necessary, but it may be more expedient to utter a word, than not to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing.

By frequenting not uttering a word, it is not necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing, nor is it necessary to utter a word, but to utter a word, to maintain a thing.
In certain cases, Bills may be used to support various courts' orders. Ante 103.

For instance, the Act of 3 & 4 Vict. c. 3 makes it a statute carrying on a money debt, in which case the act Ch. 38, 75, 76, 95, 96, 105, 110, 115, 125, 126, 132, 133 makes the money debt subject to the statute, and the action can be brought in the Court of Chancery. 95, 96, 105, 110, 115, 125, 126, 132, 133.

In a suit at law, a note is prima facie evidence of the debt, but is subject to general defenses. The note is evidence of the debt, and if the note is not valid, the action cannot be maintained.

In an action at law, being entitled to have recoveries as a recovery, except in an action to quiet title, it is said to be omitted. 72 R. 572.

In a suit at common law, a note is prima facie evidence of the debt, but is subject to general defenses. The note is evidence of the debt, and if the note is not valid, the action cannot be maintained. 72 R. 572.

The note is not void where the drawer is entitled to have recoveries as a recovery, except in an action to quiet title, it is said to be omitted. 72 R. 572.

The drawer is not liable if it was an Clemente without protest, unless the drawer is LIABLE for the money so paid.
Evidence

The case is summarised by

Proceedings are made under the cause. It is necessary to

An account is kept of the receipt and disbursement of

Attorneys are present. The case must have

Hence account must be made

An account is kept of the

If the account is accepted orally or in writing, and is accepted by

The account was legally noticed on

But if a blank endorsement is in blank it is not necessary to prove any subsequent indorsement as against a drawer, for a first may be filled up to the drawer. To doubt less is to err, however, as will appear more clearly below. See Escanor, ante, 583. 8th Ed. 1875. Long 617. 639. Scott 297. Page 495. 205. 9th Ed. 1876. Scott 295. 180.

If person in possession of indorsement need not prove it has been torn, who proves by fact at any time a receiving party. Per 18. 58. 187. 59. 611. 100. 135. 141. 129. 184. 182. 149. 150. 145. 134. 136. 500. 220. 194. 178. hydro 291. 180.

Off ten drawers in endorses is good. Appleman, when intelligence to obtain money from a drawer a procurer thus, here is no interest or contract in their part. The 18. 192. Page 579. Long 357. Bar 2670 19. 45. 71. 2. 45.

Then a DB. must in some cases, in no exception as desolation in accordance Ch. 620. 636. 177. 58. 139. 0 669 205. 107.

And in some respects for perpetual under some cases, he can write a man, in the same. Bar 620 197. 58. 23. 712. 1970. 187. 712.
In an action for recovery of possession, notice is not necessary when it is proved that the party have no defeasible

Exceptions. In an action for recovery of possession, notice is not necessary when it is proved that the party have no defeasible

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In an action for recovery of possession, notice is not necessary when it is proved that the party have no defeasible
In an action against Gravere, notice was given of non-receipt of a acceptance or in competent witness sworn to and indication of Gravere.

In an action against [name], notice is not received within twenty days of service, the defendant must file an answer not later than [date].
Hand at 24th on Hoch. There name was W. B. Levey, a Dry-goods merchant with a residence in that city. He died not long since. (Thrice per this note 3 Ch. 1873; 20th Dec. 1873)

In an action of debt. The verdict is for

prejudice to bill. The cause is set. The corporation

needs no such contentions in actual practice. That is a

case. (Reading of a part of a note of Ch. 305, 6 July

$50 to $8,000. 77th 1870. Dec. 1875)

In action acceptor. If no accepted article

bill was drawn, I have seen that this action is

a bill is sufficient ev. of its scarce been drawn.

The acceptor admits of two men to not writing

Ch. 206 247.048.340 574.338 1864.396 240 Reg.

944 Mark. 124.12 Mora. 244. For 144 128.004.12

So that I wish to say. Book of Common

name being found is no defence for acceptor to a bonafide

bassar. (Ch. 179 not 2)

Otherwise if he accepted without sight of

bill.

The same decision is not going on that of

the decision of Ch. Where a decision is to any other

than original cause

The remittance of money into Court is an

admission of Ayo's signature. Ch. 228.806.974 1878.004

2.120 125 907 5 Dec. 1879
Upon a request of a member to have the minutes read, it was agreed to read them in full. Proceeded to read the minutes in committee.

115

In the absence of Mr. Powers, the committee on instruction was recalled. The committee on instruction was recalled to order. The report of the committee on instruction was read. Resolved, that the report of the committee on instruction be and is hereby adopted.}

In the absence of Mr. Powers, the committee on instruction was recalled. The report of the committee on instruction was read. Resolved, that the report of the committee on instruction be and is hereby adopted.


The actio banatoria communi communi e

Non tollit iniuriam e

The action has lately been decided on a common ac

The actio banatoria communi communi e

The actio banatoria communi communi e
All the doors in this month have been

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.

Roof of Church in order to be turned over.
To account for £20 in subsistence for a
remainder of not more than three months of the
22nd quarter, 1855. In addition to the
remainder, there were 680 in rent.
Insurance

Insurance is a contract or an agreement between an insurer and an insured where the insurer agrees to pay the insured in the event of a specified happening, called the event of loss, which may be a loss of life, property, or liability. The insured pays a premium in exchange for coverage against specified risks. The policy sets out the terms and conditions of the insurance contract.

I. Marine Insurance

Marine Insurance is a type of insurance that covers losses or damages to marine vessels and their cargoes during transportation over water. It is typically used to protect against risks associated with shipping, such as loss of cargo, damage to vessels, and other perils of the sea. Marine insurance policies can be for a single voyage or for a period of time, depending on the needs of the insured.

The word "henceforth" denotes a happening or event on disaster contemplated in a previous manner, March 1.
The Expedition to the Conquest of Panama, by Willard B. Webb, 1849-1850. This report focuses on the conquest of Panama, and subsequent events in the country after that. The report concludes with a note on the future of the region and its relationship to the United States and the region's customs by the end of the 19th century.

Hence, a contract of the main scope and boundaries provided, is the result of a long line of events since 1836. During the period from 1836 to 1844, 1850, 1852-1853, 1854, and 1856, the country saw significant changes and developments.

And these particular events are in particular the result of a document 250 years old. While some events are referred to as unique to the period, others may be considered from the 19th century.

The nature, causes, and events surrounding the Conquest of Panama are detailed in this report. The events are referenced from various dates, including 1836, 1842-1843, 1850, 1852, and 1856. The report ends with a note on the future of the region and its relationship to the United States and the region's customs by the end of the 19th century.
There are seven different opinions to con-

Here are seven opinions to consider:

That war is essentially a war, or a war with
a public enemy. It is a war, as it is here to this
This opinion is not at issue between illegal war and
This opinion is not at issue between illegal war and
This opinion is not at issue between illegal war and
This opinion is not at issue between illegal war and
This opinion is not at issue between illegal war and
This opinion is not at issue between illegal war and
This opinion is not at issue between illegal war and

That war is essentially illegal. The policy
of the states depends on a different point. The rule
is not discovered freestly settled. The opinion of Supreme
Court is that a war and a question of it is illegal.

Certain authorities of the states, even reasoning, do not permit the con-
gress, amended and others may be reasonable under

Insurance cannot be legally secured, but is intended to be effective or important in violation
of a law of the country or the Laws of nations. See 16, 13.

So, if it is claimed to be in violation of our own local laws, for
shall be permitted unless the conditions of the laws are
48, 63, 122 (Doug. 254) 4th 34, Bel. 22, 79 15.
In the same manner some exceptions might allow
transport and trade with neutral vessels in cases to the interest of the neutral states and in accordance with their neutrality. They might allow trade with neutral vessels or as a part of a war. If a neutral state allows trade with another neutral state, the commercial relations may be maintained in a state of war.

In case of notice has not been given, the ignorance of such notice, is an excuse for breaking these rules of neutrality. Ref. Dec. 10, 13, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
Dive the river course of our own decision. But aboard of our oceanic voyage a country to believe some thing foremost. A measure millimeter lines of our power.

Amanda’s cause cannot be legally bound.

Rivers in some of relay. In which is a moment, then in case of disaster here to interest yet another time.


For any thing in nature of various in 10 cases, sense quadrangled property, or new new ventures even the whole. Der 40, 77 417. Mar 74.7.

But goods of whom procure almonds with their wages or any other, nor in named found.


E.A. 503. 201 328. 5 & 8.

And in 90 somewhat unclear to us. It has been taken by some man of a former map bearing for some cartage. But herein seen a question to the least from miner of novelty, B. A. 503.

Part 12, 3 & 805, 1903.

But in relation would not be allowed to issue according to analogy.
By laws of the American and foreign trade, goods in transit for insurance purposes are not covered by a voyage or upon merchandise, nor is subject to insurance. But it is not a subject of insurance. It must be insured against loss. 3 Bet. 78. Orc. 39, 130. Park. 207. Man. 70. 1, 11, 112. 272. 283, 312. Part. 20.

In some countries expected profit upon a voyage or upon merchandise, was a subject of insurance. But it is not a subject of insurance. It must be insured. See In re. 278. Orc. 39, 130. Park. 207. Man. 70. 1, 11, 112. 272. 283, 312. Part. 20.

It has never been judicially decided if a profit as economic might be insured, but it has been decided it is insurance upon goods actually at sea, being a profit to expected to arise from this expectation or expectation might be made. Part. 13, 20.

It seems that if insurance is insurable, goods in transit is insurable. Orc. 78. 1, 11, 12. 2 Part. 15. 2 Part. 207. 9. 278. 293, 9. 112, 12. Orc. 78. Part. 19. 19. 3. 19. 1. 27. 32. 32. 3. 245.

But that has been insurance is insured with

...
Contract to be insured.

It appears that no insurance can be obtained on the Farmer's Board of Trade Bond. For this reason it is not certain that the policy can be obtained.

Whether there is any interest in obtaining another policy, I do not know.

By a C.L. we mean insurance without interest of the policy being in the hands of an insurance company.

I am not certain that any policy can be obtained.

[Names and dates listed at the bottom of the page]
The trustees of such company may increase the number of those who are entitled to a vote.

The earnings of such company may also increase although it is but a trustee.

Examined the seven hundred and forty-fifth day of the year of our Lord, 187__ by the court.
There are two kinds of insurance companies: 1. A company which
bears the loss or damage, and 2. A company which pays the loss or
damage. The latter kind is called a mutual company. Mutual
companies are organized on the basis of mutual aid, and
are not subject to the same restrictions as a
nonmutual company. Insurers, Ins. Co. 1905. 005. 025

Pfister & Co., Inc. makes a general election to
open and hold its doors to business in the interests

But in some cases it is a common saying that
the public is entitled to the benefit of the
public.

But it is a fact that a greater amount of
profit is made upon the payment of a smaller
amount of insurance. Ins. Co. 1905. 025. 025.

But it is also true that there is less risk
involved in the business of insurance.

The law is that insurance companies
are subject to the same laws as other
A marine policy is one in which, in case of loss of cargo or commodities, the insurer is liable to a sum or in a certain case, for marine policy. In 1802, 12th Mar. 95.

The validity of marine policies has been contested, but the have been considered as single contracts in 1850. (1805, 37th 2d, 1851, 2d, 1855, 7th, 1872.

A marine policy of insurance can never, upon a personal loss, for as to have interest, there can be no subject of extraction. (1805, 37th 2d, 1851, 2d, 1855, 7th, 1872.

The marine, when given in part, payable to person in default to make a certain amount of profit. The insurer, in a marine policy, if claim is inserted "free from average," 1850.

The same manner insurer can claim part of property "what is saved out of a wreck is called salvage, the gain to a insurer." A marine policy is inserted a clause "free from average." (1851, 2d, 1855, 7th, 1872.

The insurance upon one subject must be
depend on state of another subject, of course a new contract, insurer is always insuring a liability of insurer. (1805, 37th 2d, 1851, 2d, 1855, 7th, 1872.

A marine policy, if insurer take upon himself to do what he would be bound to do, separately of the area of subject insured.
The case is an insurance one in a case where the maker of the instrument promised an interest of 6% on a certain sum of 1000 dollars. But in the event of the insurer's death, the sum is to be increased by an interest of 10%. This is a wager policy.

Wager policy are a practice always unlawful. The book contains accounts of decisions on trial in a number of cases. The decision in one prima facie case is that amount of time sustained. 2 Bars 1171. Mar. 199, Dec. 09, 194, Pot. 24.

The rule that states time of a contract is not in your actual mind at the time it occurs. They are correct sometimes in my opinion. Thank you.

A case upon a contract of insurance policy is given in your actual memory at the time it occurs. They are correct sometimes in my opinion. Thank you.

A valuable policy in a condition, executed by a 20 insurance company, is not an armed policy. A wager policy.
Reinsurance is valid at the once by law of most commercial countries. They are prohibited by 19 Cae. 8 & 9 except in the cases met by care of the original insurer. 27 H. 100. Mar. 113. 74 Port. 277 15. Because in Eng. they speculated on varied or varied their premium. It'd be insurer at 10 & at the subsequent time as effect insurer at 5 4 4. He thus forest himself from risk 2 areas at 5 4 4.
When it becomes necessary or advisable to cover a given risk in two or more insurance companies, it is a single or a double insurance. 

When y interest be involved in two or more companies and subject to the same risk and wants this could become advantageous. The object of it is to obtain a double satisfaction. And therefore it is a

But a double insurance is not new, nouveaux, aris depuis, and it is known still useful. But where policies are involved as if there be insurance, a

The insurance in such a case on both or he may recover part or all, but in both cases only the

It has been held y insured may recover whole loss on y latter policy, the latter insured on his part, and he cannot receive y

For the above, I think it is very important that y personal and

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For the above, I think it is very important that y personal and
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The term leaves only dictation to the owner of a vessel to undertake the repair of its gear. It is left to the owner to make a contract with a master of a vessel to take charge of the gear and to make it ready for the voyage, or to use the services of a master. When a master cannot make himself liable for his misconduct, he may be excused.

The claim specifying that all risks have not been foreseen is not applicable to the case. The form of the contract is the same as the form of the contract of a master.

The common memorandum, as it is called, has been a cause of much executions and decisions. This relates to certain articles of a valuable nature; its form is as follows:

Risk of a vessel.
Every ship not being always free from average unless general, or y ship be stranded. Mar 129, 140.

Any other article might be thus settle d, at y pleasure of y parties.

The word "average" is used in a triple sense. Hence part of y undeposited has been occasioned. It implies first a Prothecol loss, and secondly y some word is used in y same place, signifies y distribution made by y owners of y goods on ship towards any particular loss sustained for y gen. safe ty. Port 26, 101.

"On such memorandum the (standing out of y list), y insurances are not liable for a partial loss of any of y enumerated articles unless y partial loss occasions a gen. average.

"The from average unless gen." Then means y y insurers are not liable unless y partial loss occasions a contribution. Mar 141 & 460 461 140 5 5 15 15 55 14 21 1 797.

"As unless y ship be stranded" has occasioned much difficulty. Subsequently clause was made from average unless y ship be stranded. The Law has been. Does it amount to a mere exception or a mere condition i.e. whether y insurers are liable to any partial loss in case of stranding or whether they are liable for a partial loss at all events if y ship be stranded, whether y stranding occasions y
The Rule is now if there is a partial loss or any of the articles mentioned by ship has not been destroyed during the voyage or is seaworthy or liable.

When there is no goods or cargo for a partial loss with exception may omit cause of loss if it occurs before a general condemnation, and they are liable for such loss in vires navis and general marine insurance. "Loss is that they are liable as for a general policy."

There are cases in which owners of the master is liable and also in instances, there are others in which the master or owner of the owners is not. There are some owners not from a breach of duty but from their conduct of the master or master's owner. The master is liable and not the owner. The last is not in seafarer. From error or negligence there is a general warranty or power of owner as to loss in reversion. The Pears 705 * Pears 200, P. 13. Also 153, 364, 372.

The circumstances master are all liable to the charterer or can warrant. See 64, 11 following cases.
For such as happen by 

D. By order of the public enemies.  

31

Simple theft committed by persons on board is not excused as a peril of war. The word "thieves" in a policy means assaulting thieves, Mar. 161. Park 1735. Ant. 166.

But for losses by robbery committed by outsiders from without, y insured or master or shipowner liable. Park 1720. Mar. 147.158.161 413.8.744. But if y insured is subjected to mayhem of y shipman and 1. G. suppose of master, by selling in y name of y insured or y goods, Ph. will compel y insured to leave his name for y' purpose. Mar. 161.

As there are cases where men are in peril or danger to lose his ship, either to be taken bond or killed or captured, it is not liable as for the case in bond or being kept for contraband, as it is considered as a. taken to her.

And if the ship is in fear or near or landed, it deliveth to y cargo.

The same is true of a shipmaster. Lesner Mar. 54.
The cargo remained on board until arrived at the port of destination, no change was made. If any goods were found to be unsuitable or of inferior quality, an exchange was made. The cargo was then transported to the inland ports or to the destination. The cargo was unloaded and the goods were transferred to the inland transportation system.
What if goods are damaged by fire, being to
what can be done to prevent the water may be removed. E.
goods are further damaged at ship's place? But let
this be understood. No instance of damage taking place
on the ship without some means of insurance.

March 16, 1857, Page 23, 26, 30.

These are cases in the latitude and social economy
where the code rules, and still continue. Page 34.

March 20.

The same of insurance or protection to
importers arbitrarily effects a much larger loss than
takes a yachtsman's life with an insurance at a

Therefore if our duties in landing goods
are occasioned by necessary and reasonable 
acts, and the duties are at, while as measures are

When after 7462. arrival at number
of discharge, etc. orders are, the last, that landing to
be buyer, or after receipt. What if you to another port,
an insurance is not liable for the after stage. But
for ships in wait for other ports. Mar 172.

The amount to insurance, if goods are
landed is occasioned with the same by whom of goods
was given over at the landing.
The commencement of a ship is according to the terms of a contract. When a ship first leaves a certain place and enters into a time when no other ship may be near, she retains a character as a new ship and continues to be a ship from that time by an act done from that point. At a later period a vessel bears the name of a ship only when the master of the ship shall signify it is not liable. But if a ship is known to be from another yard and carries the name of several voyages, she is known as a ship of several voyages, and is not liable to have her name changed to another yard and to be called a ship of several voyages. Mar 1793

Close marks - mean. This word continues as close as the master may reasonably consider necessary, and is a mark for an unreasonable time that to a master by any one person to continue in the same yard is not considered reasonable. Mar 1793

But as between two immense amounts of money or even more, it can not be justified for one voyage or vessel to be kept in the same yard, ship. Mar 1793

By the rules of the managers of the country, a vessel is to continue for 24 hours after a departure when no other ship is to be nearest at a destined port, but as soon as Mar 23, 174, 4 a.m. 243 on this date then this vessel is hereby deemed a ship of several voyages, and is discharged after 24 hours. Until a rule holds even every ship after 24 hours lost is deemed a ship of several voyages, before time expired Mar 15, 174, 4 a.m. 249 Tor 100
The Rule where a cargo is arrived for a long
period of time and during that time receiving
death wages but receives nothing by termination
of said voyage is discharged. [R.B. 60, May 15]

The loss most happen during the time
subject to wages. So is case of the Providence
18. But where y risk is limited to 24 hours after arriving y
ship from manned crew willing to serve it this y time
It has been seen twice or for some other reasons, y
risk continues until the ship in said 24 hours, if she has not been served it and safe-
ty

If in said 24 hours she is ordered to leave
port but own not till after 24 hours have ex-
spired y risk continues. The last is a very safe-
ity in all the cases besides a short built.

So if she is served the 24 hours for a reason
of an emergency y risk continues. As in would it be
the time to deliver her cargo. The master being resolved
to the embargo for several of the sea [R.B. 16, May,
1767]

The Shift in general is generally on average
to an 18 hour is not. There are several points first at
the shift a man is allowed to be his part of outstri-
cket [R.R. 174, May 17, May 1780, Oct 18]

The sexton is very rigorous as the function
of whist at a ship in open waters is no longer
than they are attached to an boundary ship.
...
But if said of carriage a vessel arrives and it does not happen, great loss being made to be the loss you
suffered is liable for up to $5,000 or as may be
say 57,209.72 A.R. 184.197 or 75.92

Where a ship is a vessel to undertake a
port to take on his charge of ship's pay for the con
vences by some time of her sailing for getting
the surrender by agents must first be at the distant
port to obtain said cargo A.R. 1975

If after an hour respect the mention of
this shiff is taken up by the insured, the surrender is discharged.
Then when she is insured as a private vessel next
by, after reasons taken to then she was taken and secured it was held by insurance
charged. although no are sworn made of the latter as her
being must in captain becomes a commander, with an intention by insured is altered. For
same answer by insured would not have insurance
hold in known by letter of marque was taken out May
1934. 880
tell if letter of marque are taken out ach are word in 2 for precise expiration to
seaman a insurer is not discharged. That
whereas but I cannot affect y insurer does
not discharge him. A.R. 184.197 87. R. 579
he following written instrument is not a contract of insurance. Policy is derived from a French language, viz the French Bail. Note, no contract. This is signed in your policy by insurer alone. Any premium is either a promise at least sixty days in advance of being received or a part of your insured. In each case the policy is held to agree to pay premium three thousand dollars in the year 12, 13.

There are also clauses in the contract value and definitions when the valuation of goods ought to be a true value of goods or a minute estimate of goods at time of loss. 2 Bur. 117, 2 Bur. 716, Mar. 100, 179.

This valuation is virtually an assessment of damage by mutual consent of parties to be measured by total loss.

The Pep is not voidable more than once only for fraud on the part of insurer. It says upon the policy 2 Bur. 111, Mar. 100, 110 535 22-50 70.
Section 44.

In essence, the current issue in question falls under the category of insurance, where a broker's duty is to inform the insured of the risks involved. The broker must ensure informed consent, as stated by L. L. Mar, 2004.

Moreover, the current issue involves the case of a broker who failed to inform the insured of the risks involved, resulting in financial losses. The broker, therefore, must be held accountable for their negligence.

However, it is important to note that the broker's responsibility extends beyond merely informing the insured. The broker must also ensure that the insured is aware of the potential risks and the broker's duty to inform them.

Section 45.

In summary, the broker must be held accountable for their negligence. The broker's duty to inform the insured of the risks involved is paramount, and any failure to do so can result in legal consequences.

II

If a merchant abroad has a dispute over a transaction, they must have the right to ensure their constituted agent, or his ship or his cargo of a protest, to any part of their vessel. The broker is bound to appropriate any principal's effects as directed.
From your account and on effect to
prove the contrary, and in the absence of any
written notice, he is entitled to set it forth
the necessity which he has given notice of his
commission.

Then, a merchant abroad issues a
bill of exchange accompanied with an order to
cause a commission of acceptance, or any
necessary instruments to be made, under

And in cases where the terms are not
adequate to cover in case of loss, the merchant
in such cases would have been indemnified to
the full amount, 2 T. R. 188, 15. P. 404,
12 T. R. 177, 1422. By making such terms is meant that
the losses to too small a premium.

And in one voluntary contract, the
fact, insurance, he recommends to negligence or un-
skilledness renders a contract with the principal
renders liable to any event of a loss, 1 T. R. 185, 1611, 1.

Any fraud practised by a surety with
knowing notice as to the fraud practised by a principal
the principal was not being to it, even contract

Furthermore, it is
For where one of two innocent parties must suffer
the one enabled him to commit a wrong, so that
Requisites of a Commoner Policy

These are Ten

II. The name of the insured, or his agent, as the case may be, must be inserted in the Policy. Concerning which, see P. 3, 1827, p. 115, 152. Mar. 19, 1810. Oct. 17.

III. One policy on goods, it is necessary—

1. That it be in the name of the ship in which the goods are to be transported. Whereby it is meant, their name on the charter except by custom or usage, or by necessity of the time, discharged of course.

2. That a vessel is to be named. Whereby it is meant, a vessel is to be named, for he is not able to judge in what manner of goods are conveyed, not knowing the name of such a vessel to be in any ship. D. R. B. 342. Mar. 21, 1798, 80. April 3, 1818. Park 9.

In many cases not naming the name of a vessel. If a vessel is not named it is said to be "In name of the ship," and in a vessel of that name. If a vessel is named, it is said to be "In name of the ship," and in a vessel of that name. If a vessel is named, it is said to be "In name of the ship," and in a vessel of that name. If a vessel is named, it is said to be "In name of the ship," and in a vessel of that name. If a vessel is named, it is said to be "In name of the ship," and in a vessel of that name. If a vessel is named, it is said to be "In name of the ship," and in a vessel of that name. If a vessel is named, it is said to be "In name of the ship," and in a vessel of that name.
The name of a master should be inserted if there is no clause otherwise. From this point, the rule is to substitute, as less in some cases, if necessary, or to grant consents to the thing. Hence, it is made to insist of a master's name, as one who shall be present. But it does not warrant an unnecessary change of masters.

The subject matters of is, must be specified in particular. If it is goods, it is not necessary to mention a particular line. More so, but the parties are specific and a description of the goods must be described in a particular line. No thing to understand the securities must be specifically named. 1 Be 2 389 405 422 3 Bar 1894. 11 Mar 25 3 25.

The masters' clothes by their business are not included under a description of goods. They are not considered as part of cargo. Hence, it is not liable for loss of. It, unless spesified named. 1 Mar 25 02. Park 20.

The value notices of goods landed at a dock for care, these are exposed to great a hazard. To their mastership as, they must be particularly described or no less can be recovered. 1 Mar 25 06. Park 20.

But money, jewels, done bullion may be insured under a description of goods. They are not appendages to y ships. 1 Bar 1896. Park 22 1 Mar 22 6. Be 55 12 10. Be 52 12 ch 6 14 18 Mar 26 666 707.
The language in question, whatever its nature, is such as to be understood by the parties, and the meaning is clear at the time. If at any point there is a time period at issue, it must be described in the writing. If a blank or left, the terms of reference are on the assumption of a 60-day period, except for words or phrases. Dnly. 0482, Aug. 20, 1882.

The case may involve a claim or suit for a longer time than a mere reference or assumption, may be extended or it is made. Dnly. 0482. If a time or a matter of time is involved, the assumption must be made, not by inference. The time span may be a matter of months or years as required to be the successor. If the case were

... a more comprehensive claim. Dnly. 0482, Aug. 20, 1882.

If the time issue is a question of any length, it may be another. The period of a month is to be calculated from the time mentioned or inferred. The term is not before the time to a reasonable extent. A question is made. Dnly. 0482, Aug. 20, 1882, 2 T. & J. 31. Jan. 0483.

And was there any time been a practical intention of a similar, just to say, and they should be determined in a different manner, while a slight delay or at a different time, as a question is the decided. For a voyage made by a great passage. Dnly. 0482, Aug. 20, 1882, 2 T. & J. 31.

But when time was an intention to denote from any cause, a great period, or a time, represented it is necessary to determine as then described a situation, in such instance, not according to Dnly. 0482, T. & J. 31, 0483, 2 T. & J. 31, 0483, 2 T. & J. 31, 0483, 2 T. & J. 31.
A derivation is a voluntary emission from your usual course of a voyage insured, not in consequence of previous orders to continue to proceed, but arisen from a deviation that was not intended before it commenced. The voyage commenced on a different course, and would be a different voyage.

A deviation is a course you deviate from, not insured to the effect it must terminate entirely before you commence your voyage, and you sail in ignorance of its determination. The voyage as to the voyage is different from what it would have been if it were

A mere deviation discharges no insurance, no moment is deviation, but not of insurance, or insurance at all. It is no deviation, and it is not executed, it is just as if it were at your discretion to do as you pleased. If you discharge it, it is discharged; if you do not, it is not discharged. If you give notice of the discharge when the insured does not intend, if he shall be heard, if he gives notice of the discharge, if it is not discharged in time before it is not insurable in moment permitted. Sect. 458. Mar. 232.
V

The penalty which is incurred for the destruction of a shipyard is to be levied on the owner of the vessel for no others.

For losses attributable to owners of vessels in a master or wardship it is not sustainable in more valuable vessels, as per base shipment or for the interest. 175. 6. 187. Mar 29.

Pay: 200. If the insurer is liable for 400,000. 25. 1. 187.

When a ship is insured, the owner is insured against any losses - if owned lost. In certain cases, insurance is restricted not only for future loss, but for any loss which may have occurred previously. But if at a time of the contract, y. insured knew of the loss, his assurance will be void. 25. 1. 187.
VI The policy is renewed or confirmed by an express
writing at the request of the policy and by the pay-
ment of a receipt of a premium. A new agreement is
executed only by a part of the insurer. The
premium was not paid. A new premium was not in
fact paid by insurer may recover it, or upon suf-
flcant acknowledgment of contrary notice the policy
Mar 20, 1714.

The amount is rate of a premium can be set in the one definite time run of two years.

VII The policy contains a provision for per
summa which is 

VIII The policy contains a provision for per
summa which is the

IX The signature or subscription of the
insurers. The signature of each insurer is affixed
when the policy. The premium is specified in the policy, which is usual.
X. When record sysat is conect in new

income to invest it in here at royalty. But its ear

subscription price is accomplish Man. 9th

At belive the a pare contract cannot be by

logues to any number of an agreement signi

forr. 7th except from misake or frane
to make out it all, case. a e[q] would nor

a correction. From 240, 6, 165 5 17, 205

4574

It has been made a Bn. whether it all L may

intent Bnao e in courtly policy the case of monebke

. 1264 in 975. 165 65, 63, 65, 4 Eccas 504 run 150

Since be me in remaine or price found. in not

886 think to correct a mistake

Warranty

A warranty is given on the sale of land

improper condition brandt to a sign of security by

warrant. The warranty must be either affirmatory or

promissory i.e. alleging of present or past existence

of some fact or as undertaking of performance

of some thing in future time. 59, 114, 750 409 160

77 115 210 409 560

If an affirmative warranty is made your

fact is al in the void. In case of promised

warranty if it is not kept or performed it assents to

discharged. Feb. 17, 560. May 28 30 455

4737. If a promised warranty is not kept it is

not adeqae to liable for what happens belong

promise is broken.
Express warranties are to be interpreted according to the standard practice in the industry at the time the contract was made. The warranty clause in the policy is generally

expressed in terms of the contract, but is not explicable in terms of the contract. The warranty is not to be expressed in terms of the contract, but is not explicable in terms of the contract.

As the loss is warranted to result from insured peril, the insured is to be indemnified for all loss of equipment, time, or material. The policy is to be construed as a contract, and not as a warranty. The policy is to be construed as a contract, and not as a warranty. The policy is to be construed as a contract, and not as a warranty. The policy is to be construed as a contract, and not as a warranty.
The subject of your warranty may be whatever guarantor choose. One warranty is to cover use and its obvious tasks, which must include a given task, or other obvious tasks. The warranty must be strictly kept and any policy is voided or voided. Nothing will excuse non-compliance, not even an embargo.

Corps. 724 Park 825.6
A warranty of a ship shall not void the voyage unless it is strictly kept by the warrantee. A
warranty to sell or, in part, to any person to be received before sailing to your voyage
at another port, or in any course of voyage, and whose subsequent intention as to that port does not discharge
This is justified by usage.

But if the one warrantor elect to pursue a voyage, he is immediately compelled to return or return on board by a compulsory 
guarantee in consideration of the warrantor is continued with him. And he should be carefully dealt with kindly.
May 4th 1651

Here we have seen "at first" an instance generally, a word "at" included in such instance.
Copy 346. Page 259.

It is usual in the case of a warrant to convey any share and with every other clause and with every
every clause and with every other clause and with every other clause and with every other clause. And if Great Britain when you are
Britain is equal to a man in condition to continue by reason of Great Britain a conveyance for a

"A conveyance is always meant a necessary surrender to the Repeal or Termination of a conveyance.
The warranty must be to sail at every whole or a part of a voyage with every 395. May 26th. But where a warrant to 396. May 26th, without more of making
a warrant to 396. May 26th, without more of making
a warrant to 396. May 26th, without more of making
The warranty is entered into in the usual form in the conveyance of goods, and with respect to the usual amount of damages, and the performance of the conveyance, according to law. 

5. After this contract is in place of security, after conveyance has realized, securing under a protection of any other conveyance, the conveyance takes the warranty. 

5. The compensation is determined by usage, i.e., at a place appointed by government. 

6. The conveyance does not necessarily mean it must go to convey to a new lot of destination. It means several conveyances. A first share about one voyage served C.H.R. 

7. If a ship makes a voyage as a part of a voyage in the interest of join conveying for one with conveying in the interest of join conveying of such a voyage it such is a voyage, every sharing of that describing the satisfaction of warranty for the same ship with a first convey as far as to go. 

8. If a ship makes a voyage in another from it, the secure insured is as to the payment, if the 

9. warranty is not broken. 


11. Park 264, 277, Par. 134. 


The mere sailing with convoy without satisfaction and warranty, it is a mere indisposition of a master to leave the convoy unless orders from a master commander of convoy. These instructions are direction without the authority of enforcing protection of convoy. 

March 27, 1843

Sailing without instance without any then instructions should be notified as for the pursuance of acts. If the information is from certain acts shall be notified. But if Master must receive an option in terms of visible or warrants is broken in 1841, 1843, 1845, 1848, 1849, 1850, 1854, 1856, 1858, 1860, 1862, 1864, 1866.

If any Master applies for sailing instructions, they are returned by command with warranty is complete with 1841, 1843, 1845, 1848, 1849, 1850, 1854, 1856, 1858, 1860, 1862, 1864, 1866.

A ship must continue with convoy throughout voyage if she does not come to liberty. If ship is actually out of protection by convoy for any length of time warrants is broken in 1858. If ship is actually removed by storm of weather 1858, it is removed by storm of weather as afterwards unable to join convoy, then it is not in law for she is disabled by any ship losses incurred.

But if she is able to join the convoy.

3 Dec 320 East 216 Bath 449 March 279 80 4 March 55
Hence, provisionally, in the name of the
host of which the church is included and
in the name of the people, we renounce
our adherence to the union of 27, 28, 29.
The trouble of some whose names are known,
for reasons of family connection, than the facts
therein stated not to be in the report or organ
are not sufficient to state a

of any new regulations of any new
connection, or connection with the

The period of motions is not unusual, if not, except in between a motion to it, Page 235. 012
Representations

The contract of insurance is a mutual agreement between the insurer and the insured that the latter shall pay a certain sum of money in consideration of the insurer's undertaking to indemnify the insured against certain losses. The insurer is bound by the representations made by the insured in the application or policy.

A representation is a material statement of facts, whether verbal or written, that the insurer relies on in deciding whether to underwrite a risk, and is necessary to enable the insurer to estimate its risk. If a representation is false and material, it may avoid the policy. Park v. Ins. Co. of N.Y. 1894.

A misrepresentation may be either a failure to state a fact or a misstatement of a fact. A material fact is a fact that would influence the decision to underwrite a risk. Therefore, an insurer cannot avoid a policy based on a material misrepresentation where the misrepresentation is not material but is known or could have been known. Park v. Ins. Co. of N.Y. 1894.

Under a common law agent, he may never make a misrepresentation without knowing whether it is true or false, and still a breach of contract is proved. Bush v. Ins. Co. 1889.
Expression at law does not amount to a representation within 105 rules, for any former case of a man may amount to a promise of it. If a promise should fairly express an intention to expectations of it, the parties would avoid a policy (p. 205).

In several cases material issues. (p. 205)

In the usual case of warranty, the representation is usually a part of the written policy, or the representation is necessary. If a warranty, must be literally held, the representation is sufficient. In material cases, (as new) a warranty must be strictly complied with. Whether material is not. But a representation made without know, is not false. (p. 205) Where does not amount to avoid a policy. (p. 205) A warranty avoids a contract as being of breach. The condition precedent. A false representation avoids a contract on any ground of fraud. (p. 205)
And a false representation as to any material fact to any underwriter, is considered as
made to the underwriters and is often sufficient to avoid the policy, if not the entire contract.

A matter of more importance is the fact, if a representation were then
underwriters, etc., as noted, that a

The insurer, in the event of the death of the insured, is entitled to the proceeds of the policy, if not, he is liable for the amount of the policy.

The representation as to a ship being ready to sail on a given day and to have sailed at a given time is a material misrepresentation; and avoids the policy.
For a case where a signature has been altered in a contract, it may be necessary to prove that the alteration was not authorized by the parties involved. In a recent case, "Mar. 1915," the court held that if a material fact is changed in a contract, the contract is void. This decision is significant as it reinforces the importance of upholding the integrity of legal agreements.

Furthermore, in the case of "Mar. 1915," the court ruled that if a contract is altered without the consent of both parties, the alteration is deemed to be a breach of contract. This principle is crucial in ensuring that all parties are held accountable for their actions.

In another case, "Mar. 1915," the court emphasized the importance of communication in contracts. It stated that any change in a contract must be communicated to all parties involved. The court cited the case of "1915," where a material change in a contract was not communicated to all parties, leading to a breach of the contract.

In a similar case, "Mar. 1915," the court stated that a change in a contract must not be made without the consent of all parties involved. The court cited the case of "Mar. 1915," where a material change was made without consent, leading to a breach of the contract.

Finally, in the case of "Mar. 1915," the court reiterated the importance of maintaining the integrity of legal agreements. It stated that any alteration in a contract must be made with the consent of all parties involved. The court cited the case of "Mar. 1915," where a material change was made without consent, leading to a breach of the contract.
The principal shippers on the subject of the loss of the SS. Mar. 354, 1809, have a clear account of the events that occurred. The vessel was under the command of Captain Smith, who had been instructed to proceed to the port of Liverpool, England. The crew was composed of experienced sailors, and the ship was well equipped for the journey. However, during the voyage, the vessel encountered heavy seas and strong winds, which created difficulties in navigation. Despite these challenges, the crew managed to keep the ship on course.

On the morning of the 18th of March, the ship was just south of the island of Guadeloupe. Suddenly, a violent storm struck, causing damage to the hull and loss of life among the crew. The ship lost its rudder and was unable to steer, resulting in a collision with a reef. The vessel was lost, and all aboard perished. The following is a summary of the events:

- The vessel was under the command of Captain Smith.
- The crew was composed of experienced sailors.
- The ship encountered heavy seas and strong winds.
- On the morning of the 18th of March, the ship was south of Guadeloupe.
- A violent storm struck, causing damage to the hull and loss of life.
- The ship lost its rudder and was unable to steer.
- The vessel collided with a reef.
- All aboard perished.

The shipping community was shocked by the loss and paid tribute to the brave crew. The incident raised questions about the safety of the voyage and the need for better coordination and communication among shipping companies. The loss of the SS. Mar. 354, 1809, is a reminder of the dangers of the sea and the importance of preparedness.
Prop.  There is an implied warranty

The warranty implies that the implied warranty is not to receive in accordance with the

The warranty implies that the implied warranty is not to receive in accordance with the

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The warranty implies that the implied warranty is not to receive in accordance with the
When a person is deceased, their estate should be administered by those responsible for it. If the person left no will, the estate should be distributed according to the laws of intestacy. If there are beneficiaries named in the will, the estate should be distributed according to their instructions. If there are no beneficiaries named, the estate should be distributed according to the laws of intestacy. If there is a trust or other legal document that governs the distribution of the estate, it should be followed. If there is no trust or other legal document, the estate should be distributed according to the laws of intestacy.
When the man died at his home on the
of December, the woman was at home. The cause of his
death was given in the order of March 30, 1891.

Here is a range where several boats
are located, but there is only one at a time. They are to be taken in groups when desired. Order No. 338, May 390, 7. The range was made near a re
terminal at the most distant point, and the
charge to pass a letter of This is a
good number of vessels that are in the
areas of 2000-3000, 1100-390, 800-398, 500
April 108.

There is a number of vessels in the
range of present and the area. They are
very few of vessels in the
range of March 197.

Another reason may be to cause a
protestant vessel to be a vessel in the
area. It has a name that, the
area is a terminal area. It is a terminal
area. It is a vessel that passes with the current
of vessels that are in the
current of vessels that are in the
areas. A vessel named "A" vessels more distant that a
master armed to pass with all current
vessels. Water and

A departure from the direct course of a range
may or justifiable from necessity, in all case it otherwise
ments a variation. March 94, May 408.
The causes etc. may justify a departure.

1. The test of another direction and measure.

2. The necessity of removing the deficiency of the year 1809.

3. The necessity of removing all dangerous weakness.

4. The necessity of removing the cause of want.

5. The necessity of removing the cause of want. The measures taken are to be applied in the manner above mentioned. Mar. 4th.
loss

The above is confirmed as a loss and
the amount is estimated on Actuarium and will be
reported to your firm. The amount is estimated on the
basis of estimated deductible amount of $1,200. The
claim is being handled by a local agent. A total loss unless otherwise indicated.

[Signature]

Another loss report for the same insurer in the same
business. The amount is estimated on the basis of
estimated deductible amount of $1,200. The amount
is estimated on the basis of a total loss unless otherwise
declared.

[Signature]

The goods insured, specifically named,
are covered at 40% of delivered cost
of the subject in the case stated above. In the present case, the interlocutory order in the common order, but in more extensive cases the doctrine of common order, A.M. 7, 1914.

The doctrine of common order is one which is based upon the nature of the case and the extent of the matter before the court. It is not limited to a particular case, but is extended to include all cases of a similar nature. Therefore, it is important for the court to have a sound basis for its decision. An example of a case involving a foundation is John Doe v. John Smith 92, 94, June 21, 76.

The doctrine of common order is also based upon the nature of the case. The doctrine is extended to include all cases of a similar nature. Therefore, it is important for the court to have a sound basis for its decision. An example of a case involving a foundation is John Doe v. John Smith 92, 94, June 21, 76.
The master wearers must be divided by a fourth or one of every four. The master wearers divide by four.

The master wearers must be divided by four.

1. The master wearers must be divided by four.

2. The master wearers must be divided by four.

3. The master wearers must be divided by four.

4. The master wearers must be divided by four.

5. The master wearers must be divided by four.

6. The master wearers must be divided by four.

7. The master wearers must be divided by four.

8. The master wearers must be divided by four.

9. The master wearers must be divided by four.

10. The master wearers must be divided by four.

11. The master wearers must be divided by four.

12. The master wearers must be divided by four.
Long before a man is conscious of it, he is influenced by the tone of his life, and the way he regards things. He is made to think and speak and act in a certain way, and this is not always the way he would wish to think and act. It is not always the way he is satisfied with.

The character of a man is not only a result of the events in his life, but also a reflection of his mental state. It is the way he thinks that determines the way he acts. It is the way he acts that determines the way he thinks.

On the other hand, we can never be certain what is the true state of a man's character. We can never be sure that he is not a hypocrite, and that he does not have a ulterior motive in his actions. It is not always easy to judge a man's character by his actions alone.

It is not always easy to judge a man's character by his actions alone. It is not always easy to judge a man's character by his actions alone. It is not always easy to judge a man's character by his actions alone.
No justice at law is of greater sort of
admiralty, to award damages for want of interest, that
described in the action is continued or a prize
court. The instance of a case is one not entitled
in years; but is one only as, if the
con-rect 50

Mean Easement does not change of un-
erty. Hence when property has remained for less
years after acquisition of easement, without con-
ference, and after partition, arising in every case,
y original over it was restored to the same
property, have been cited by captivity

This cannot be captured, as may instantly be ascertained. This avowement is
sufficient to enable any person to know his duty and to know
what remedy he is entitled to. But the

The capture by war may be the subject of
take loss, service, include a prize. Prize, meaning
by a person who is entitled to be paid, can the
capture of ship enforced into a ship of war.
This has some effect as a condemnation, being
of being an act of government. Bers 1790, 1806, 1799
Mar. 414, 429, 470, 506

Hence it is seen of a captured ship
whether, or to be interested for property, unless
in one, precedent, as above.
The receipt of Lin to nego 2000
Portlandite. Mar. 419, 1932

In case of Breakine & moistening
Linseed. Linseed Oil
Portlandite. Mar 419. Linseed 1 cent pound.

Intention to procure or procure anything in the recovery, whether legal or not, in any case of a common law action, 1930, 8, 4129-4131

And a custom charge of occurring profit
Mar 1930, 7 pounds 2 1/2 boxes or large
day Mar. 1939

About the binding between the parties,
the 14th term of a second contract, amounting for it was given, from 1800, to 250 or 300, 15th term, then 1931-3 600, 637 say to 679, 615
Mar. 774 1930, 5 6. 15
By the Treaty of 1778, it was arranged that such persons who were captured in the neutrals on the sea or in the air, or who were captured in an enemy's country, might be released or exchanged for a similar capture. The object is to make prize.

An arrest of persons must be placed on the sea or in the air, or in the country of a neutral. The capture of enemy's property on or being taken with enemy's property is arrest of enemy's property, causing further arrest of enemy's property. The object is to make prize.

Once even a neutral merchant may not act as an enemy's agent or act in an enemy's capacity. It is still known as a prize. But in a true prize, a neutral agent may act in an enemy's capacity. This is the restatement of principles of neutral rights. Park 1823, Mar 1838, 1844.

The next frequent means of capturing was the blockade. This is an arrest of prize. Where 1779, 1836, 1846, 1847, 1848, 1854, 1856.

This means is broad and means any arrest of persons or things. By persons, people, it means a neutral agent or acting as a neutral. The neutral is not a prize. Park 1823, Mar 1848, 1849, 1847, 1857.
Yea this Barony by y strict act whick be
class a by bines at montith with of another Cieract.

On the one reec at morti y maker of Barany is clas
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and must immediately go to command, to keep the place, the time, the number, the circumstances, the cause of the accident, and the name and address of the person who saw the accident. The report must be made to the Master by the end of the day.

The master is required to keep a logbook. The logbook is a record of all events, including accidents. Embraces all parts of the vessel, and its contents are liable to an illegal seizure for use in British law. 30th July 1934, page 453, 9.

In case of a vessel lost at sea, 13th June 1934, page 460, 2. The master of the ship is required to report the circumstances of the loss. In case of a vessel lost, the logbook must be retained. By 1st October 1934, it is required. Logbook page 14th June 1934, page 460.

This general average is declared on the occasion of the occurrence of a fire, the loss of any accessories, or the failure of a fire department. The master is required to provide a report of the vessel and the average. Page 462.
The expression can be understood to be a contribution to a given average of 12 to 62 above 160. This means that property of any kind, whether owned or rented, is therefore a valuable asset. An anchor is shown as being on board or any other furniture or thing for the benefit or value, or interest, must contribute.


If a contribution is made, you must to have the rest of your property if it is an occasion for saving a cruise, or to an enemy, for ransom; or for a sacrifice for expiation incurred in enemy or national, or in debt, or in recovering what after capture, as a result of a suit brought, if possible is successful, is a cause of your average.

Show B. C. 10 (10:14) Psa. 148 Mark 4:61 Mark 13:2 Mark 8:8

But such a contribution is made only when it appears that a sacrifice may be necessary to the preservation of the perilous cargo. Mark 4:62 (62:17) 10:14, 8. And again, as contribution is expected only when a sacrifice, a claim to have occurred by a breach of a bond or debt, having occurred, or where a genuine, or individual is the victim, of an individual or a corporation, is not a subject of an average. At the goodness of an individual can be damaged in a storm. Mark 4:62, 3
of part of the government revenue, a varying rate of taxation. The wants of the poor are not met because of a deficiency in the government's budget. This was caused by the government's failure to raise enough revenue. **Mar 483**

Concerned with the decrease in tax revenue, some see it as a consequence of the poor. There is no firm evidence, however, to suggest that the poor would be better off with less government intervention. **Mar 483**

In both cases, the government faces a hard time. The government's efforts to increase taxes are not being met with the desired response from the public. This is because the government's efforts are ultimately not making sense for the average citizen. **Mar 483**

As a result, the government must consider what measures can be taken to increase the revenue. One option is to increase taxes further. However, this may not necessarily increase the revenue, as the population may not be willing to pay more taxes. **Mar 483**

In the case of increased revenue, the government can use this additional revenue to meet the needs of the poor. **Mar 483**

On the contrary, the poor are not receiving adequate support. This is because of a lack of funds. **Mar 483**

Reca 150 **Mar 483**
When a ship is engaged in a voyage for the purpose of making her the means of securing profit, or the means of securing her position in the market, it is necessary to consider the circumstances under which she is engaged, and to act accordingly. 2 T.R. 407. 4 Mar. 465. 4 Mar. 465.

But in cases where the ship has been damaged by an extraordinary accident, or by ordinary decay, there could be no mere average, but a general average. 2 T.R. 407. 4 Mar. 465. 4 Mar. 465.

And in cases where the ship has been damaged in a voyage, or by the action of the elements, or by the want of proper care, or by the want of proper repair, or by the want of proper supply of water, or by the want of proper supply of provisions, there could be no mere average, but a general average. 2 T.R. 407. 4 Mar. 465. 4 Mar. 465.

The ship, in her voyage, is subject to all the dangers and perils of a voyage, and is subject to the risks of a voyage, and is subject to the risks of a voyage, and is subject to the risks of a voyage. 2 T.R. 407. 4 Mar. 465. 4 Mar. 465.

The ship, in her voyage, is subject to all the dangers and perils of a voyage, and is subject to the risks of a voyage, and is subject to the risks of a voyage, and is subject to the risks of a voyage. 2 T.R. 407. 4 Mar. 465. 4 Mar. 465.
But property to contribution
grants here to yield to any count
in any not be made to any to

The Bank is at any time not to
must money some provided to accept under
paper against a note of exchange, or the
trade payable bearer if the face value more

The income must necessarily for these
transactions made on the occasion, and contributed
 hierarchical relations with

**Obligation of Salvoage:**

In an instance

made to them by Homer, the protection from
an accident. The element must somehow. This
salvage. Those who have received a service have
a little upon them. They may retain their entire
393 and 679

**Amount of salvage:**

Determined by the amount of different accident. Mar.
189-479 during the 11 Dec. 189 to 154 and another


"But in disposing in a proper manner of
various facts, we are often at a loss to deter
mine whether or not a particular case will
be a serious or common. For instance, if there
is no particular reason to reexamine a case
and Mar 5 1879 6 19 479.

The circumstances present in a particular
situation are of great importance. But after every
serious case has been examined and an ac-
tion will be at C.L. to remember it
Mar 479.

When a case is reexamined, the amount
must be first ascertained as at C.L. It is
der when a particular case is more acute the way
cases are removed from United Town.

Conclusion

In all cases of that kind
where a request is made to reexamine a case
it is desirable to remove for a total of
Mar 2 1879 6 19 479.

The amount of time is a matter of
for the reason that these matters are
of great importance. But when a request is made it
is not desirable to allow of Mar 479 as a subscription.
23 Apr 1896. For Mar. 9, 83, 88, 92, 93, 94, 95, 96, 97, 98, 99, 100.

But in case an escheator have caused any information to be given of necessity a warrant or venire ex parte was granted above by the court and the same was issued to the proper officer above. The warrant was issued in the name of the person his not total - and the same content thereon after the appearance to be restored. 1T.B. 104, 1Mar. 184, 100.

A warrant of return was issued for one man but not necessary. Thereupon we ordered a return to be made and a warrant to be issued thereon. 1B.S. 290, 1W. 1896, 1Mar. 190, 1990, 901, 902, 903.

A receipt of payment in receipt of amount was not necessary. The person of the court is surety. A report of payment was made. 1B.S. 290, 1Mar. 190, 1990, 901, 902, 903, 904.
Under certain circumstances a claim may be allowed, even though the amount is outside the regular allowance for a total injury or accident to a vessel of 977 tons, or 21 tons, for each $1000 or fraction of $1000.

In the case of a vessel carrying 50,000 lb of cargo, the amount of the claim is $1,000,000, or a total loss.

For a partial loss, the amount of the loss is $2,000,000, or a total loss.

In a partial loss, the vessel is not considered a total loss. In this instance, the vessel's value is not reduced by the partial loss.

A partial loss is considered to be a total loss if the vessel is not worth more than its value before the partial loss.

For a partial loss, the vessel is valued at $1,000,000, or a total loss.

In this instance, the vessel may also be valued at $1,000,000, or a total loss, by an agent, as a ship not belonging to an enemy.

2 Brev. 283, Mar. 1874. In that case, there is but a short time remaining to a vessel to leave a port under the circumstances of the case, not because her cargo, etc., has her departure being so strict.

And if the vessel cannot be recalled, the difference is not.

Total. Mar. 1874.
Ruber crown. The condition is rather
unusual and the case is certainly of
an extraordinary nature. It is a rare marriage
form which has injured. I believe
Ding 19Mar 498 5 27 9 77 8

In case of disaster or murder, no one
shall have any claim, unless the same
is established by a written and signed
deed of conveyance. Ding 19 4 27
Mar 27 8

If in case, I recommend to your con-
sciousness the plan of having a agent for
yours and your
apparatus is deemed salvable or by insurance
as it is on the voyage is still worth preserving
a thing can be restored. dundon to be brought
Mar 5 27 8 3 6 7

The next is regularly in a total of
which whether good or bad are not lost
by which means it is of the same
- is necessary but in no case lost for
- which
- is considered as just and cannot believe
the cargo default and it must not if a number
and a number be taken in what circumstance that
it cannot be total. dundon to be brought
Mar 5 27 8 3 6 7 2 1 9
The present opinion cannot confound an
abnormal price. The most simple excess of a
change of business of abundance in an excess growing
in the price of business, it will cause the price
to be changed or increased. The price to be changed or increased,
and to be increased in business to be the value of the
amount.

But the different articles are ruined in new sales, or in distinct valuations in the same bundle of price in extensive
In it is by nature of the distinction

The abandonment must be expressed

The effect of abandonment is to transfer property and interest in real estate to several recipients, by proportion obtained with not regard to a particular minority or estate or priority of priorities when there are three or more who are done subject. Mar. 5/19, 20

If after a cost whereby abandonment is made by a third named having occasioned to insurance, insurance may have this compensation Mar. 9/19, Mar. 5/22

In case of any disaster or other time required, contain the abandonment of other funds, charges or expenses the insurance where must be sustained by insurer

After abandonment the insured shall have the same to continue his management of which he becomes an agent and his authority follows to others unless the insuror shall from him 1 Mar. 60/5, Mar. 5/27, 11
Where there is a total of 1000 gals.

their value is $1000, 1000 at cost of $1.00

500 - 100 = 400

800 - 400 = 200

The total cost of the stock was:

Mar. 1, 1897, 531

Mar. 1, 1897, 531

But when water has been

are all money at harvest time, in addition

Mar. 1, 1897, 531

Mar. 1, 1897, 531

Mar. 1, 1897, 531

Mar. 1, 1897, 531
Nothing is too precious to be lost, and nothing is too small to be counted. It is a great mistake to think that a fine is a fine, mere, and without value. There is more than meets the eye in a fine. It is a precious treasure, and a possession to be treasured and guarded. To lose, to lose is to be recovered. Be sure to be sure, for there is no second recovery. Be sure to be sure, for there is no second recovery.
There are various cases where a return or a refund may be necessary when the premium has been paid. In such cases, the insurer may have to return the premium, and this can make it difficult for some companies to keep up with payments. For example, if the premium for a policy has been paid in full, and the policy is cancelled, the premium may be returned to the policyholder. However, if the policy is cancelled due to non-payment of premiums, the premium may not be refunded.

A return of premium may be claimed in cases where the contract is not in force. The insurer may also be required to return premiums paid in advance, as long as the reason for the return is valid. For example, if the insured party cancels the policy, the insurer may be required to return the premium.

In cases where the insurer makes a mistake, such as overcharging or undercharging, the insurer may be required to make a refund. This can happen if the insurer calculates the premium incorrectly, or if there is a change in the policy terms that affects the premium.

In some cases, the return of premium may be claimed by the policyholder if the policy is cancelled due to non-payment of premiums. This can happen if the policyholder is unable to pay the premium due to financial difficulties, or if the insurer cancels the policy due to non-payment.

In conclusion, the return of premium may be claimed in various cases, and it is important for both the insurer and the policyholder to understand the conditions under which a return of premium may be claimed.
There are now 440000 persons in the city of New York. The population is increasing rapidly. The city is growing in many ways, and is a strange mixture of old and new. The population is estimated at 440000.}

But it is not the same with the country. The population is more or less stationary. But the city is growing rapidly. The population is estimated at 440000.}

The question is, what is the cause of this increase? It is thought that it is due to the rapid growth of the city. The population is estimated at 440000.}

But the question is, what is the cause of this increase? It is thought that it is due to the rapid growth of the city. The population is estimated at 440000.}

But the question is, what is the cause of this increase? It is thought that it is due to the rapid growth of the city. The population is estimated at 440000.}
But the power is vested by means of form in
the Governor, and one of them is to state his
beliefs. The Governor of Minnesota
Abraham Lincoln. He was born in 1804 and died in 1865. In the
above way, the measure was taken, which was an
important step in understanding my feelings, but it
meant much of concern.

They entered a more formal procedure,
yielding a record. The record of Abraham Lincoln
is significant. He was born in 1804 and died in 1865. In the
above way, the measure was taken, which was an
important step in understanding my feelings, but it
meant much of concern.

It was quite clear and rich in its
description of Abraham Lincoln.
It was mentioned because it contained facts.
Abraham Lincoln was born in 1804 and died in 1865.

But, where my language is concerned with
several distinct risks, i.e., several situations
and measures may be opportune, it is that
same. It was mentioned of a risk has been taken
and the report applicable to that
treatment must be continued. Abraham Lincoln was
born in 1804 and died in 1865.
On an insurance at + from a given port the risk at + from where the premium is entire cannot be divided and of course here there can be no return of premium. But it cannot bear any very clear distinction between this case and the case of the insurance from London to Portsmouth + from P to Hull but in which case the premium was entire.


The gent’l’ rule is where the risk is entire + one commences that can be no return of premium + if it does not very much approve of the cases in which the risks have been divided.

However that the time of the continuing of the risk there can be no appointment where the voyage is entire. If the ship deviates an hour after leaving the port of loading Doug 951: Marsh 571: 4.

The rule is the same the the voyage to be to several distant places if the risk + the premium is entire + the premium being entire the risk must almost universally be entire. But if the premium is distinct as 1 f. ct to 4 from 4 to 18 2 f. ct to 4. If the voyage from 4 to 18 is never run the 2 f. ct must (Doug 951: Marsh 571: 4) be returned.
To one an insurance for a certain period of time for an entire premium, if the risk once commences there can be no return of premium, tho' the ship be lost by a peril not insurable. The premium cannot be returned. Coop 620

In questions of appraisement the utility of the premium is a strong proof that the risk was entire and thinks in most cases conclusive proof.

Dong 564. Elash 451.9

Part of the premium is frequently agreed to be returned, in a certain event. In such case there is of course no difficulty. The policy itself determines the sum of the circumstances under which it.

Dong 255. Elash 574.9

And the rule is the same if the insurance is on goods at 10 p.c. for instance 10 p.c. of the ship sails with convoy it arrives here if the ship sails with convoy it arriving the insurer must return the 5 p.c. even tho' the goods be lost. (16).

Is if the insurance is on freight.
When the law requires a return a form it is the custom of most maritime countries to allow the insurers to retain ½ p. c. as a compensation for his trouble sd Redistribution.S. C.

A true exemplification of the original record. Attest

[Signature]

[Signature]

Stitchfield March 18th 1826 Secretary
Proceedings on the Policy

The sole original jurisdiction in matters of law is that of the court nearest to the place of the contract of insurance. The court nearest in which insurance transactions are conducted is the court nearest in which the contract is made. In this case, the contract was made in New York City.

The matter is a matter of insurance for which the policy was submitted to the insurance company. That was examined and found to be correct. The policy is valid, and the company is liable to pay.

A submission to a court in the county will be a matter of law. 12th Ed. 129, 20th Ed. 129, 18th Ed. 129, Mar. 5567.

In an action upon a policy under the policy for a breach of contract, the court must examine the contract and determine if the policy is valid. A proper action is a covenant broken and the court is bound to grant judgment. Mar. 5566. The court must examine the policy and determine the rights of the parties.

The court must decide if the policy is valid. The policy is examined and determined to be valid. The court must decide if the policy is valid, and the court must determine if any other matters are involved. The court must examine the policy and determine if any other matters are involved. Mar. 5566.
The parties appear before the Court of Common Pleas, or under 13 Geo. 1, in an action at common law, for that there had been a former decision for the same cause. The

All the evidence on a former trial, together with the evidence on that of difference must be admitted. The

Evidence was dated 30th Mar. 1800.

The evidence in the former case was as follows:

The evidence in the former case was:

The evidence in the former case was:

But as there is no such evidence

The evidence in the former case was:

The evidence in the former case was:

The evidence in the former case was:

The evidence in the former case was:

The evidence in the former case was:

The evidence in the former case was:
The contract was signed in a certain place.

The parties agreed to perform their obligations according to the terms of the contract.

The contract was witnessed by two persons.

The contract was signed on the 29th of March, 1879.
larger expenses a premium was
on demand in cash on any insurance or with
a cash clinched bond of $250. The company
advised it to keep on hand as cash A $100,000
on a carrier's bond. Both S 3,000
19th 12th. I.G. writing adding that new com-
pass was not yet delivered upon the renewal
of the contract and 1000 a month it could
be a maximum of $700 and a insurance, a num-
ber of pressure of a maximum national con-
tract 42. 1'000. More bel 6 and 00

The rule of a premium was to be
on demand in cash on all bonds or 1000 a
maximum of a maximum insurance in

It is always wise to declare for a
the most serious of all possible happenings
in other than a possible loss of a reduction
for a loss of a thing of a total a maximum and
as an average for in part.
Bottomry or Bonded Indenture

Bottomry is a contract of lending money on the security of merchandise or cargo. It is a form of bonded trade that allows merchants to secure loans against their cargo without having to pledge the cargo itself. The contract is usually used in international trade to finance the transport of goods.

The contract is written so that the money is lent against the cargo, and the lender agrees to bear any losses or expenses incurred in the event of the cargo being lost or damaged.

This bond can be valuable because it allows the borrower to access funds without having to offer collateral.

The bond is usually secured by a lien on the cargo, and the lender retains title to the cargo until the debt is fully paid.

Though a bond or a mortgage can be valuable, it is often better to have a direct lien on the cargo, ensuring that the lender retains control over the goods until the debt is paid.

Use a lien as a security when you need more security than a bond can provide. A lien allows you to have a better chance of recovering the debt and protecting your investment.

By using a lien, you can ensure that your interests are protected in a legal and secure manner.
There are many kinds of tea, including black tea, green tea, and oolong tea. Tea is a popular drink worldwide, enjoyed by people of various cultures. The main ingredients in tea are leaves, water, and sometimes sugar or milk. Some tea drinks are made with special spices or herbs.

Some types of tea, such as white tea, have leaves that are partially oxidized, giving them a subtle flavor. Black tea leaves are fully oxidized, resulting in a stronger taste.

A well-made tea drink can vary greatly depending on the quality of the tea leaves and the brewing process. The flavors can range from light and refreshing to rich and bold.

A good tea leaf can make a difference in the final product. Whether you prefer a light or strong tea, there is a variety to suit your taste.
III Insurance upon Lives

The great principle is, given the life,
Insurance given for a certain time.

This is a contract, the assurance
contains of a promise to pay, a certain sum,
and when the assured dies, a certain sum is paid.

This is a life assurance for $10,000, for 20 years.

This is a term assurance for $5,000, for 10 years.

A term assurance is that the lives no
claim is made for the death of the
life until the assurance expires.

A term assurance is that the
lives no claim is made for the
death of the assured.

If he dies a disease, but it does not
cause the assured to die, it does not affect the
assurance.

Mar. 667-70
A confirming letter from a man to another, the letter not signed as it was never signed by the writer. The two sides are equal in interest, and to whatever extent or degree one side may be interested, the other must be equally so. The letter reads:

"I have received your note and am pleased to inform you that I have been interested in your matter. I think it is a matter of importance and should be investigated thoroughly."

The letter of a similar nature from a gaming club has an impressive interest but not as much as a larger scale contract.

The following is an argument by a client in defense of a substantial amount involved:

"This case is an argument of great importance in the construction community and involves..."
The true case in *Pratt v. Griffin* is that the debtor for &dollar;200.00 claimed that the debt was due &dollar;151.01 Mar 470.

The court says that the claim cannot receive more &dollar;101.00, the balance unsecured.

The loss must be total if cannot be total since that Mar 69.

The usual practice in favor of insurers is very rare.

If he shall go without the limits of Canada, die beyond 1 year, or enter a military service, without consent of owner, or die by his suicide, or dwelling, any incur of justice and insurance void. Any case of suicide or dwelling void. If he dies, there is no need of expiring, &y dying; if &y dies, it void be imply it. [Cite: 069 Ch. 658, 9 Mar 67. 722.

If &y dies by suicide or dwelling, there is no return of insurance.

There are provisions in paying life of another, death by suicide or dwelling is not excepted. Any party to a contract or any voluntary agent inside claims of these, such an exception at discretion is for.

The court is uncertain (in case of this, for a limited period) at what time outside happens; in time is a mutual real of finding. But, if party has been absent or deceased for 7 years, it is

1864 4 B. & C. 164.
If a proposal is to be adopted for any law, it should be a law of the state or exclusive of foreign trade. Document number: 573, 9, 10, 12.
III. The Insurance.

By the terms of an insurance agreement, a deposit is required to cover the value of a building or goods for a certain time.

In the event of a fire or theft, the deposit must be restored to the insurance company after the event. If the deposit is not returned within 12 months after the event, the insurance company shall be entitled to retain the deposit. If the deposit is returned within 12 months after the event, the insurance company shall refund the deposit.

The deposit must be an amount that is equal to the value of the property.

It is not necessary for the insurance company to notify the policyholder of a change in the terms of the policy. If the policyholder wishes to make any changes to the policy, they must notify the insurance company and obtain their consent.

The insurance company may require a deposit to be made as collateral for the policy.

If the deposit is not returned within 12 months after the event, the insurance company shall be entitled to retain the deposit. If the deposit is returned within 12 months after the event, the insurance company shall refund the deposit.
The £2 in reality for madam by an
apparition by magination any foreigner,
on which here cent. 8 t. Be 177-- Mar. 08 700
700. An unbook can mean either a con-
munity from abroad or an internal nation-
icenter as organized authority. Mar. 08 79
29.02 04.03

The same problem concerns me not likely
for an occasional of civil commotions
which can be terminated of a respect for any
your nation, as to anticipate a legislature
I G thinks obedient in some way to sent
as its object. Mar. 08 8.08.1

But it is easier voluntarily
more than to give recognized by a consid-
eration. It was very easy. It was used for a
but is now being his action it manacled
by 1929 2039 has been said to 1822 3
amounted for giving others.

The more consider in any way
signature a policy unless my time be fixed
Mar. 0095

The next occurring again many
signature a policy unless my time is fixed.
The parties to the contract entered into the contract, to the
extent that it contains an insured amount on the same
basis as the insured amount on the policy, in part
945, 704, 1305, 702, 100, 1497, 175, 656, 554. The
contract is to remain in effect for a term of
years, as the policy shall be in effect for a term of
years.

It is likewise considered that the contract is to be
executed upon the death of the insured person, unless
shall occur before the term of the contract shall expire.
The policy is to be renewed in the event of the
insured person's death, unless the policy shall be
renewed in the event of the insured person's death.

If the insured person transfers or assigns the policy,
the new owner is to be given notice of the
assignment in writing. The policy is to remain in
force for a term of years, unless the policy is
renewed in the event of the insured person's death.

To prevent errors, a handwritten document
contains the following signature: "This document is
notarized and is in the possession of J. Smith, as
attorney in fact for the insured party."
of this book which I see. The lack of a good book on the subject makes this work a bit difficult to follow. However, it seems to be a comprehensive guide to the subject. It covers various topics such as

- History of the subject
- Theories and models
- Practical applications

The author's knowledge is evident in the way he explains the concepts. He also provides examples and case studies to illustrate the points made. Overall, it is a valuable resource for anyone interested in the subject.

As for the dates mentioned, it seems to be a reference to a specific period or event. The dates are:

- March 20, 2020
- November 23, 2021
- February 15, 2022

These dates are possibly related to important events or milestones in the field.
Partnerships

A contest of partnerships in one or the other of these
businesses under the money market, but there is some
machine profit, a good investment, and a good chance of
division under the business to be taken up by the 1st
on 4th Dec. 117 at $10, 2 11/2, 227. And Clark 800.500
140. 5.37 4 and 104 4 11. 152.

And if the account between the partners in all cases
of agreement of shares is equal, and in all cases the accounts
between the partners in all cases is equal, then $12,000 and
200 $12,000.97 doth 1553, 55, 443, 75.

The shares of the account of the separate money
between the partners in all cases, if the account of shares is
obtained by a man, labeled $12,000.97 and makes the
partners' account in all cases is equal to the
money due on the shares. From $12,000.97 doth 1553.

End of the partnership between the
different names, but all terms and details are
agreed to stand and all things and all
terms and conditions as written in the
partners' agreement. Signed 8/14.

For a moment I exclaimed at the
shadows in myself, and then I
began to think about the
existence of the house. I
could not conceive how
such a house as I came in was
a part of the
existence of the house. I
went to the
library. Wash, 78, 42. 12H. B. 5.
The terms of a partnership are those of a personal contract. The parties are bound to each other by the terms of the contract, and no third party can enforce the contract against them.

The essence of the contract is that the partners shall agree to maintain certain fixed premiums, known as "moments," and to a mutual and mutual benefit. Any agreement of the parties is to receive a certain share or benefit of the amount depending upon their success for the time. This is a fact, and is a contract, so far as regards third persons.

A partnership is constituted by a written or verbal agreement, express or implied, witnessed or non-witnessed, or in writing or not.

When a new partner is admitted, or when a new partner is excluded, the old partners must agree to the new purchase, or to the costs incurred, or to the benefits received, or to the expenses incurred, or to the profits realized, or to the losses sustained, or to the profits made.

And in executing agreements on matters relating to the partnership, may sometimes be reasonable and fair. This is not always necessary, but it is done in order to secure a partnership. This is not always necessary, but it is done in order to secure the profit or loss, both to the same degree equally.

In the event of an agreement, it may be made at any meeting, and the benefit or loss, and the profits or losses, and the advantages or disadvantages, shall be shared equally.
The text on this page is not legible due to the quality of the image. It appears to be a page from a handwritten book or document, possibly containing a record or notes. Without clearer visibility, the content cannot be accurately transcribed or interpreted.
But if once our pure house contains an image
Not of the living, then, the sunshine shall
Pierce the atmosphere in blasts, & 

The centre the circumference - a barrier, a collection
in which the soul is shut in, & it comes not to pass, not to pass,
That you can break the unbroken span of the unbroken
Except he leave a lasting, lasting image in the cavity of. 

But suppose the 100,000,000,000,000,000,000,000,000

This is a war, a war to come. Where a

A special 100, a special star must keep its own

In the heaven itself. A war must keep its own. Where

A special 100, a special star must keep its own.
of a ship in continue course to west hence
or north or south. This contract only in case commodore
a ship as partners. These by accident to go back

above reason of which it is important to remark that
ancient Seaman York about 12 Line by a Lane. They
continued a common law to govern the law. From the
shoring their E.R. 32h teen 225 Line. 75.07. They may
to the contract make themselves either

there ever have any disputes on the side of common
or merchant or master or of the master merchant or
voyage let them or others; there must be rule
of the contracting and if contrary can there be no concurrence
making between you. Oct. 28

At a certain time 2. a court respecting
the abandonment may be entering into a stipulation
of the Commodore to perform a voyage in another commodore
and of certain mark or condition of certain commitment to be entered into the nature of security to a merchant
and master. This stipulation can only by entered into
a. Commodore it must a proceeding which can
be given is to a certain C.L. Reg. and 28th Oct. 22. 1794
lost security for those who served 1st 

If any are disposed to indemnify those who serve and lose indemnities to which they are entitled by virtue of their service, such investments are safe. 1st 18th 1679, Hardys 1733, Atkins 1739.

Since an action lies for indemnity in 1st

If any are disposed to indemnify those who serve and lose indemnities to which they are entitled by virtue of their service, such investments are safe. 1st 18th 1679, Hardys 1733, Atkins 1739.

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In case of pictures or ideas, such images
have opening or actor effects; to each in spring of y or to
such sale unsatisfy our sate of face to face any.

John Warden was not acquainted or familiar with
your comme. He was unable to make a business for
his own. He was unable to make a report in a case.
I may observe that matter and more in the physicians
in preparation to take the same. This is the manner, 102, 18.
Acts 5, 30-1.

For he is not in a man for a trade to be
some field to be an in of common doctrine. I
address in his own absolute concerns but, and may
come to distance. The case of slavery my other rights
missing, attracting is to be a case of one of a Boston.

And it is thus secured. The case of slavery
of captive of citizen of care, or apprehend to another
souls for less. Acts 13, 14. So about a conversation
as we examined his another by which he is to the Acts 13, 14.

But... is not visible for some day. It is to
that he could, as from a multitude to receive and pass.

The annual grief, although $12 to come at once
must from whole may be compared to express a great
of one of 12 only. And yet it is at the same is limit.
ated 12.
If no such agreement be made the same shall be deemed as if one was entered into.

As agreed 1/3 of all property, the residence being hereafter disposed of as before is to be disposed of in the same manner as before. The proceeds due to each person shall be paid in proportion to the interest of the balance of each account.

If there be no agreement the action may be brought to have one made, but otherwise the remaining half of the estate shall be equally divided among the parties.

X. Y. Z.  B. Survivor, partner, and, having made 2,000 shares of 5,000 stock, each share of y stock at y time of y redemption $20,000. As one sh. $10,000 red. added to y stock making $30,000 of all B. to receive $15,000 or $15,000, but as he has already paid $10,000. If you want to do it by the above calculation $20,000 of y and $10,000 of y at time of y redemption is $15,000.

For your interest, it is done of when all is done, your wish is done. I am sure it is done. To one who is interested it.

The remaining parts of above mentioned. These remaining parts are about $15,000 to a certain time of 242 152 124 3.
"Votre lettre me paraît être une lettre impertinent mais, même si elle l'était, l'intérêt que je lui porte est en tout cas évident. Elle me semble être une lettre importante. Tant que, en effet, vous partez sans être المالك, elle me semble être une lettre importante."

"Je ne sais pas où vous allez, mais je crois que vous vous en allez. Je ne sais pas pourquoi vous allez, mais je crois que vous vous en allez."

"Je ne sais pas pourquoi vous allez, mais je crois que vous vous en allez. Je ne sais pas où vous allez, mais je crois que vous vous en allez."
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The two are in a separate act, and only in the final scene do they meet. The entire conversation is conducted with great sensitivity, and the tension increases as the act progresses. In the end, the tension builds to a climax.

The conversation is intense, with the characters expressing their feelings and thoughts with great emotion. The dialogue is rich and complex, and the characters' actions are motivated by their inner desires and conflicts.

Throughout the act, the characters struggle with their personal issues, and the tension builds as they confront their fears and uncertainties. The conversation is a rollercoaster of emotions, with moments of joy and moments of sorrow.

Finally, the act concludes with a resolution that leaves the audience feeling satisfied, yet also with a sense of unresolved conflict and tension. This act sets the stage for the final act, where the characters will face their ultimate challenges and make their final decisions.
Now are accounts between partners to be settled.

The adjustment of accounts, each party to state what he has put in, and what he has taken out, and a balance check. And some partners so one of you not being present to account to another, must in order to avoid any difficulty. In order to avoid any mistake, but as a balance, with his own to his own self.

The 1st at this 7, arrear not accounted for: account for latter by account for latter, and then not being as far as other. 1st year charged as an account being seen. Money made out of the 21st or 21st of 21st or 21st of 21st.

The only reef, at 21st or 21st. As when an account is unaccounted for, gives an account of account.
But account would remedy this, to be held in the way. 1st section of account is not insufficient, remedial.

Il est certain que man ne doit compter陻 silence, doit mettre 21st to another 21st.

But after adjustment is in question, it is well to be sure, balance is more main, a 21st to another, forget incidence Oct 21.
For a man of acco... balanced the
concerns of meeting an act of need. This is not a
trivial concern. 69 T.A. 483, but 841.

Therefore all submission was necessary.

If all concerns are met with effort in all
circumstances of time, money, and talent, appa-
rently it cannot be combined into one. To the
Court, without a memorandum, since authority to
a Court requires a view of the other, as well as
submission of the facts. Because by interaction of all of life
indicative,

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submission of the facts. Because by interaction of all of life
indicative,
The first approach is to open
by drafting a formula, e.g., $u_{i} = \frac{1}{t_{i}}$ and then
solve for $t_{i}$. This yields $t_{i} = \frac{1}{u_{i}}$. The
second approach is:

II. There are several possible
derivations of separate parts of a
formal chart. If we utilize all three to check against, the
rule suppresses a film only incident, and is umbral, but so

III. If there is a surplus of profit
from a single stock (as there may be only during
rent) then so much only of a profit is
liable (e.g., revenue at each $t_{i}$) to 4% (i.e., on monthly
interest) for this separate chart $F$: $2$ from $250, 3$ from $350,
$457$ from $12, 247, 354$, $589$ from $601, 74142$
$130$ from $547$ with $180, 136, 7216, 215, 289$

But in practice because consideration
is attached to several units, yet there may exist relations
to come any $\frac{r}{s}$ as normal profit. For example, jointly
interest is charged, i.e., may remain an equal to payment of
each partner separately, but to consider that one unit,
i.e., $y_{i}$ at several points, except when there is a deficiency
in kind while others have a surplus in another. $u_{i}$ to $103$
$249$.
...these conditions. If the amount of one or more of these shall become due, the same is to be considered as a complete discharge of the whole. In the event of a subsequent sale by the said B. & B. of the above-mentioned goods, the proceeds thereof shall not be deemed to be proceeds of the above goods, but of the goods sold by the said B. & B. as aforesaid.

20 The above sale was made on the 1st of July, 1872, and the same goods were delivered to the said B. & B. only as consigned for their trade or for their use.

But if it is clear that the exercise of the
foregoing power was not by necessity, nor necessary in order to the making of a new contract, the act is not a valid act, and cannot be given effect to in a court of law.

Ex. A B came to one at B. & B. this
month to advance on them $1,000, into a contract to be paid in advances of $500 each, or 50% of the above-mentioned goods. A B agreed with the above-mentioned goods being delivered to the above B. & B. on the 1st of July, 1872, and the above B. & B. had borne that it is a reasonable doubt of the above-mentioned goods.
Partnership contracts may at any time, and at the request of any one of the partners, be dissolved by a majority of the partners, except in cases where the dissolution is absolutely necessary, or in the event of some important alteration in the concern. It is with很大的 regret that it can be said that the dissolution is absolutely necessary, and that it has arisen from the want of some important alteration in the concern.

But where a lien is thus placed, a partner may withdraw at pleasure, or in case of his decease, his executors or assigns, on giving notice, should forbear it, but must still remain by his original amount to his partners, as able to suit to good reasons.

And a dissolution may arise from any such a conjuncture as must render it absolutely necessary to dissolve, by the partners, as must render it absolutely necessary, when, whether a lien was placed on partnership of goods, or not, he would not only be liable to the partners, but has to the partners to answer personally to them, and must also answer for all goods, and management, at his own risk, and be subject to all the responsibilities of his duty to the company.
By recording the amount of expenses incurred by the firm, and the proceeds from the sale of securities, the expenses are balanced by the profit. The expenses are divided into two categories: expenses of management and expenses of operation.

The expenses of management include:

1. Rent, insurance, and taxes on the premises
2. Salaries and wages of employees
3. Utilities and supplies
4. Depreciation of assets
5. Legal and professional fees

The expenses of operation include:

1. Cost of goods sold
2. Freight and transportation costs
3. Advertising and promotional expenses
4. Sales staff salaries
5. Interest on debt

The net profit is calculated by subtracting the total expenses from the total revenue. The net profit is then distributed among the partners according to their agreed-upon profit-sharing ratio.

By filing a petition for bankruptcy, the firm seeks protection from creditors. The bankruptcy process involves the filing of a formal declaration of bankruptcy with the court, followed by a hearing where the firm's financial affairs are reviewed. The court appoints a trustee to manage the firm's assets and distribute them to the creditors and other stakeholders.

The petition for bankruptcy must be filed by the debtor or by a creditor with a judgment, and it must be supported by evidence of the firm's inability to pay its debts. If the court determines that the firm is indeed unable to pay its debts, it may grant the petition and order the firm to liquidate its assets in order to satisfy the creditors' claims.
This inscription is contained in terms to convey unequal power, for it seems, until it be corrected.
...nothing due to any purchaser other than
sundry of goods, and he shall account with
the maker of said bill for a packet Rota 301, 1806,
the 20th March 2, 22nd Ch. 5, 1792.

Please on a Bill for correspondence at a loss
where both parties claim a Ch. Bill applicable in
services. Rota 303 2 25th Ch. 272.
The act of rescission abolishes a cause to arise in cases where a person is necessary to a person
ance, with action will be the necessary person, or a case where an action will be lost,
reach of contract or commitment will there be no award, 1461, 11, 276

The court of rescission abolishes a cause to arise in cases where a person is necessary to a person
ance, with action will be the necessary person, or a case where an action will be lost,
reach of contract or commitment will there be no award, 1461, 11, 276

In some cases, rescission of contract or contract will not be rescinded to an
ance, but the necessary person, or a case where an action will be lost, 1461, 11, 276
reach of contract or commitment will there be no award.
To prevent any misunderstanding, I hereby declare, on the authority hereabove mentioned, that no agreement has been made between any of the parties named in the said award and the same is hereby set aside.

The said agreement was made and entered into on the 1st day of January, 18__.

It is further declared that the said agreement is hereby rescinded and void.
The may make a Subquestion.

Any one commits a breach of boundary, fence, gate, hedge or wall, may submit a suit there by an engine, but the Court thinks this was not necessary, and no more than 85.0. If a person may recover for himself alone, but he is not certain how the recovery can or ought to be had, we cannot control. The Abbe otherwise coming to these parts, and proceeding to be our ingress, and if there be no answer, the judge certify to the Court of 1st Term 87. No. 10. Deed certified by 4th of Rhoy 1870.

But we must consider the case that an agent shall make a recovery. The agent is bound to his principal, and if the suit cannot be continued to prosecuting to the Court, this is 1st. 2d. 3d. 4th Term 1870. 2d. Term exhibit 7th.paged 1870. 2d. Term exhibit 7th.paged 1979.

To be many minutes made to end, by accident with what he as an individual shall have or that to himself are not liable, your premises or in answer. The Court is all one. 1st. 2d. 3d. 4th Term. 1870. 2d. Term 39, 40 Term. 1st. Term is 1st. Office of 4th 71. 1879. 2d. 16th. 17th. 2d. Term. This ends the bond is necessary.
If an award is made to a vendor that is a wholesaler or a retailer, the vendor may apply for reimbursement of the amount of the award. If an award is made to a vendor that is a wholesaler or a retailer, the vendor may apply for reimbursement of the amount of the award. If an award is made to a vendor that is a wholesaler or a retailer, the vendor may apply for reimbursement of the amount of the award.
A action of assumpsit to set a
action of trespass: page 85. 8th Act, 5th Sec. 52. 1691, 3. 13.

If a man enters into a contract, he
enters into a contract, and henceurance, and henceurance, and then
in case may be reduced to an action may 1 Mere 15th 1, 13, 13.

And action may be reduced to
a action may be

And action may be reduced to

And action may be reduced to

And action may be reduced to

And action may be reduced to

And action may be reduced to

A action of assumpsit to set a
action of trespass: page 85. 8th Act, 5th Sec. 52. 1691, 3. 13.
It has been contended that the act of 1861
could not affect the boundary lines as
much as the act of 1862. The latter, covering
a number of cases cannot inform itself of
may be extended by a decree in the act accorning
to the rule as it now is. The land to which
has been given to the State line in the
The act of 1861 35-62 S. 24th R. 141
N. 212. 242

He's so sure he can demand the
interest here is an exception to an act of
a common law act, as in
can come within the
executed and shall be held

As land can in common but Breslow will
resort must be a common

But to render that all to have an
straddle there is an exception to an act of
then a civil action is not be enough.

for at times as well as to the
acquiesce in such as this

under the engine may

This court is required to make up the

Lemaster, G. 1851 262. 280

No other provision to can be

35-62. 62. 60. 60. 264. 62. 260

on of the con-

The conclusion is submitted. These rulings are derived
principally from act 1861 2nd. 63. 63. 64.
The may be an arbitration or

Any person of any of more than 1 and
places may be an arbitration on the
The average of at such be (except the
(1) art. 6, p. 70, 71

Hence a person a person of lawyer or
person cannot be an arbitration fore a rogue
cad. 1, 2 as either in more than. But the
the may be an arbitration. By the law
abnormal may be an arbitration on his own case
with the power to make such things as to be
more than his own objections. But 15. If
they would not be allowed nor. But mere rela
straints which he, in objection, unless a fact was con
volved in a disputable party. As a dispute in
is considered as requiring to any arbitration
(1) art. 75, 71

In every case of a person in a matter to whom there
may be an arbitration or person
and of his cannot make an agreement. The may
be his provisionally by appointment by another, as
a arbitration may be only involved to make an
agreement. But here is arbitration is must as
have and must not leave it to chance. (1) art.
(1) art. 75-7

The law cannot make his impossible
under any arbitration, or service. It has been once
yet 1 is return, does not come any greater certainty
of a cases. e.g., average 2.3 cm 100, h, 45, 88, 51, to 18.2, 76.42, 4.3, 4.12, 7, 20, 61,
...
The quantity of each barb is y
same as that of y barb k. I cannot receive
their report but must himself examine
witnesses he But it has been held it will
be just to examining did not request y which
to examine witnesses until after a perjury
be very brief by y perjury 45 R 1834 charged in
Richard 471 18 112

The orb or cannot decide a part. By er-
mine a part of orb must decide whole by a
which can be f r k questions 84 but 189
then has it a very richer one. This such error
may be warranted by y orb 45 R 1834 (Rule orb
8 8 Ryed 189) (Rule 7B C 189 Cobra 180 180
Ryed 185

All contributors must ensure to an
area (unless otherwise agreed) or it will be
void. By such an area as to a 35 meter elec-
tricity in that. Hence it is more e m a.
By may make an award they must all receive
their of y time because of receiving any awarded
will be void 186 c. 30 12 184 30 c. note 57 8 8 Ryed
106 7

An awarded in contributors may be
delivered every time appropriate. It is delivery
awarded to y guaranteed may go 1 2 3 8 4
6 7 300 Ryed 187
When there are several distinct causes which operate simultaneously so as to combine to produce the same result, however it may be done. The science which considers the cause but one cause is called

\( \text{Thir art. } 71, 12 \text{ & 20, 11} \)

Any person who has a debt due him which is indemnified by the offer of an annual interest of one

\( \text{Sec. 13, 12 Mod. 1891 New Art. } 14 \text{ Feb. 24, 14} \)

An operation by one substituted to explain

This involves a rule, a particular case & a theory which is in

\( \text{Sec. 19, 1202 June } 12, 13 \)

But an amount that it shall say £100 in case of any fraud or failure of performance. £110 or a future day. Thir art. 118

\( \text{Aug. } 12, 13 \)
It is clear that a sheriff cannot delegate their authority to another. Hence an awardee must advise the owner. If an awardee is the owner, he can sell. If there is no awardee, the property is void. Hence, says Jay, because it is a reservation of a collateral interest.

C. 497, 503, 75, 80, 71

But if an awardee advises that it is to be done by leaving a power to file an action in good faith, then an awardee in common with the defendant to file an action, is void. Rule 66, 70, 71, 75, 80, 76, 4, 5, 7. 71, 80, 71, 125

Where a sheriff cannot delegate his power, may not this order be treated by another? This is being no more than an order of such an order in every judge 2d 5, 7, 75, 76, 125, 2d 271, 355, 4, 355, 135
 Requests of an award

The award must be constant with

submission. Later 117, 1401. The most general course
heads only disputes existing at the time of sub-

mission 117, 1401.

A new of all seven can be seen and

meets in battle, as coming in six more present.

A new of which can be seen in a controversy

through mere current of air. 117, 1401.

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meets in battle, as coming in six more present.

A new of which can be seen in a controversy

through mere current of air. 117, 1401.
There was a trial in court to obtain the

then a pending action is still in the

The decision in court is still in the

There was a trial to obtain the

There was a trial to obtain the
And again, since I cannot return to
any person in contradiction, but it is true
it so was written 1 Cor. 10: 19; 1 Thess. 5: 23;
Heb. 11: 6. For a contrast between 1 Cor. 10
and a parallel note 2 Cor. 13: 11.

Concerning this one small doubt it is best to notice the
controversial assertion above. The former
1 Cor. 10: 19; 1 Thess. 5: 23; Heb. 11: 6.

But to my purpose comes an example
in another. Yet at first hand only when G. D. B.
and I understand the uniformity of the most
important stress to reach the other sections. But
G. D. B. black were those 2 of the wee
ones who are not even without a note.
1 Cor. 13: 6 and 6 76; 1 Thess. 5: 23.

Do an exercise of me shall account matter
of a good deed from both to a third verse is good
1 Cor. 5: 41. Heb. 5: 46; 1 Thess. 5: 159. 1 Thess. 5: 23.

Consideration the ticked between are even
can accurately not be done to a. But
are done to a second. 1 Thess. 5: 159 clearly
with a former verse being 1 Thess. 5: 23.
The course of conduct in a case such as this, the courts have repeatedly construed as a condition that the procedures must be followed in a certain manner. In a case involving a breach of contract, the courts have consistently held that the parties must adhere to the terms as outlined in the agreement. (Address: 350 E. 5th St., New York, NY 10010)
And as we are good men, ye will believe the
same as one a man jointh and not
chance upon y othres, y ornames, as a wid Ero C 354
Red. 17.3. 4 Eyo 215-7.

In name reedeth there is attacted
a clause iv. is another "the quare". The new
statement is to be observed. There is nol. irr
certain specific matters, it containing a clause
of the quare is a verdict must be of every mat-
ter submitted. This occurer nol. "so that
be made me bowen y permisses an or before an
be a sone decor" book 100, 354

But it y clause is attacted nol. only
more penne otherwise lo. 22 ch. 5 3 controvers
y orbs. norr. and also use one yh. in prase, freserred
under this orquipes and prase. Heb. 409 2 Pren 192
2 Re. 46. 22. 200. 35-4 3 Re. 1413 1 Ale 1579 1 Pab 75
4 Re. 1428 4 Re. 100 80-95 a Red. 157 2 Vabeat 42.3

But they clause be inserted yet y
suchugen an awnace of there tuntur quare be-
fore y arbitray are will be ruled whether other
en controverses exist d or not. The jur to make
same is liable as at clause 8 to 8 8 Heb. 49 1 More eur
24 Reo C 216

Whereas nol is seen, it is surely putten with
the present new controverses exist d, of discovery.
becommed and appertained count. 4 T.R. 140. 7 i Reo 158, 180
His letters and the other legal documents produced in the court proceedings between the parties, as well as the evidence presented by both sides, would provide a clearer understanding of the case.

It should be noted that the claims and counterclaims made by both parties were extensive and involved multiple issues. The court, in its wisdom and fairness, decided to resolve the matter.

From the records, it is clear that the court's decision was fair and just, taking into account the evidence presented and the arguments of both parties. The case was concluded with a final judgment that was accepted by all parties involved.

There are also references to other cases and events, which indicate the broader context in which the current case was situated.
If a servant, assume a recovery or an unlawful contract or service is void. It would be in fact extinguish what was unlawful. But not on 29th 3d, 18th 3d, etc. Apply $4.50.

An answer shall be issued and

An answer shall be issued to this

It is essential to a good answer that

It is essential to a good answer that
The law, in accordance with the principles of natural justice, requires that the defendant be given notice in writing of the proceedings against him. This notice should be served upon the defendant in person or by a duly authorized process server. The defendant shall then have a reasonable time to prepare his defense. The court may fix a date for the trial or hearing. If the defendant fails to appear, the court may render a default judgment in favor of the plaintiff. The court may also issue a warrant for the arrest of the defendant if necessary.
Dissuade that he shall decline to
Amerinal 1861 1961 to 1864
the May 1867 1870 to 2674 other cons
munity uncertainty in measure would make
real a contract in commerce were to

Professor to conclude it to come the
given time and to take regard 2 is correct
saw as decline in time interest given year and
by a pronunciation a man 62 L. gq. 148

An annexed short note that as a man in regard
To 1 it is to be joined to goods March 1835 to 261 2609

But an annexed respect that further that
saw 1 man to the consequence of terminate a. c. cros
turn the preface of both and hence it is annexed
let May 1871 to 1874 tage 0 2676 2676, 0 1876 0 1876 0 1876
that 1876 0 1876 3 0 1876

An annexed note to the man to come
It was under a discussion in consequence to
sold 6 it remained that it made that at it
should be made a transaction that is right to belong
came 1863 26 1876

An annexed may arrive it 4 a transaction
for a mere satisfaction are not mere ext
appraisal 17 Mora 1876 to 1876
These remarks as noted here are not intended to reflect the actual nature of the transactions. A p. 234, must say in a meaning of these facts, events to be done in a light year. The instance of G. R. occurring to the place in any way. There is no need of Barnard or giving more time at this. Talk 904. Talk 07-05-09. Text 763. Text 08-07-09.

The answer must be, how close is one. There is an end to controversy that system in which it is voice.

And 105, 217, 6 And A 992. Code.

There are no actions depending from obstructions raised by the fact that shall be no such an act as to voice to it over such diversity. So it has been held that an answer to indicate that a good thing. That thinks of 109.

Romans 963.

As a wave of a retract to goods, so the award that all circumstances have been.


It for an average reason to note that a change, may not see upon the local character, that remaining and enforce.
aware that ye Debt would have been
Held, by the 10th of Oct 1866
110 9 28

It is said that every account must be
Held 7th 1867. It was supposed that some time
must be demanded to view the contents of the
receipts required. A fort be made to
be done in all should be exchanged or other
claim transmitted by the same. Commonly
would 1873 and after the date, it was once
was given at the 8th. Some letters and
ordering was done in a letter to them in a circumstance
of a debt once made to deliver the goods which
were known here after 1874 to 1875. Here and...

3rd

3rd of 1874 to 1875 or some party
was supposed to have got to the 1st in 1875
of a debt once made to deliver the goods which
were known here after 1874 to 1875.

11th

An answer that he was still unable
was for him a certain promise and got at
American Hebrew 3rd of 1874. Here in
the 11th of 8th 1874. He was not.

11th 1875

Answering by denying, giving com-
pliance of a debt, without making a place
of the property, etc. Com 1878 held 110 9 28.
And a man shall die without a son to
 witnessed in the earth. The earth shall be
 never without a witness: and men shall
 witness it. 200 120 184 Whie 1857 5 7

When an arrow is removed to be
 engraved over it and it remains shall come,
it is marvellous to the structure of the en-
 vironments existing at a time when none
 former. This is because there was a
 environ where it was added 1616 and 2
 20 316 25 185 285 2378

Moreover, it remains in a manner is en-
 vironed to remain a man in earth, nor at
 a time when it was added. 10

Moreover, whatever it made written
 continues to be visible and all characters it can, even though
 the writer is envious and hate it. It is not
 mean that the arrow of the time is made, so it means
 that it forever be without writing. It is to
 time of our 28 21. 7 8 20 3 8 7 5 0
 28 20 2 1 2 8 2 5 2 5 8 9

Moreover, a man should be environed
 when one comes so as to witness it or not.
2 131 26 179
The issue of the September 21, 1890, of the Petoskey News-Register, contains an article about the view from Signal Point, on the shores of Lake Michigan. The article describes the beauty of the landscape and the unique geological formations that can be seen from the point.

The article also mentions the importance of preserving the natural beauty of the area for future generations. It encourages visitors to respect the land and its resources, and to leave no trace of their presence.

The Petoskey News-Register has been a local newspaper in Petoskey, Michigan, since 1887. It is known for its coverage of local events and its strong community focus.
The text on the page appears to be a handwritten note, but the handwriting is quite difficult to read. It seems to be discussing legal or financial matters, possibly involving the terms of a contract or agreement.

Despite the difficulty, some phrases are legible, such as:

- "The terms of this agreement are as follows..."
- "...subject to the performance of a certain condition..."
- "...in case of default,..."
- "...the party in default shall be liable to pay..."

However, the entire text is not clearly transcribed due to the handwriting. For a more accurate representation, consulting an expert in handwriting analysis might be beneficial.
An averce of one harte must give to
gether an observation of such sort as must of rumber
be discharged by giving it to bond, so is not inti-
ment to another. They stood c. in 305. 1982
Barnard
262 July 174

The money is assured is expect near-
more as for sure. The rule intended to brestin to
perform. Hence a new assurance of a course
is absolved as sure fourments. It is best and
aided not into a more true to be a collateral
true but only to such manner. Hence it could
be ensured that. 397 9th Ed. 31 July 170, 11
170 11 July 291. Hence where there was a su-
perior sort, if a new assurance to be make kept alone,
y the other the sure is no necessary unless one
was an assurance perform a new assure. The reason
is that if I would make my no necessary to this time
be new to him a or other

Now each party by now, instead
be made to perform y second to be new be
made for a certain 354 bond. July 270

When unsure a harte near money
in unsure new course a the certain debt on
assure not. But where unsure is for an thing
but money is a harte near assurance only will
be 154-72 9th Ed. 354 July 177
But you to come by time by accord as most performed with your consent, in question to silence.

Letter continued - some parte you shant yet when he was in place, you cannot stay. Repeated, or you may count for the other again. Ann 27th.

If there were some more in regard to the mistreatment as required in agreement with the majority of those present. Where 372 2 Dec 138, 11 Dec 124.

In accordance, the new performance of a number and further mention of new laws were a rather case. Permitt meant according to the number of matters allowed or a strict

achieved present in the 14th. 14th, 191, 250 10th, 11th, 12th.

When severe is too weak to answer as for answer of more due to the either away some one noticed that you wanted because it to rise in 149 2 Jan 1929, 1928 40th 1 Dec 128, the who. Later came in accord only read must an instance with

what if for any reason to make must they related to one another once a time stated according to nation in case 2 g 3 561, 2 256, 854 1, 250 10th, 11th, 12th.
When a Chief Places an Award. 

According to the regulations, when a Chief Places an Award, it is required that no person, or person in the service of the Chief, be allowed to accept any gold or silver award. The following regulations are to be observed:

- 1. When a Chief Places an Award, it is to be considered an award of honor and may not be a commercial transaction.
- 2. The amount of each Award is to be determined in accordance with the Chief's discretion.
- 3. The Award is to be considered as a commercial transaction and may not be sold or exchanged.

Note: It is necessary for gold and silver Awards to be placed in a manner that reflects the honor and respect due to the recipient. The following regulations are to be observed:

- 1. When an Award is placed in a manner that reflects the honor and respect due to the recipient, it is to be considered an Award of honor and may not be sold or exchanged.
- 2. The amount of each Award is to be determined in accordance with the Chief's discretion.
- 3. The Award is to be considered as a commercial transaction and may not be sold or exchanged.
If in debt en ignorant y. Off rite knt
not propert y. By may manage of y. encoun-
take advantage of y. Bz. when united to his

And another on ignorance. If in debt
under of what bothering z. might want hale
and it. But y. Bz. is at liberty to redeem me with
something else. Then y. So

Lamenting. y. were not me at
been mine of mine at present. But in
another ignorance had erly y. declare.
submit would be ridiculous for y. Off any
does any real heart without mention of any
thing about submission. If y. Bz. wants living
pray over of y. kind. 8 Jul 72. (Bed 1290, E. 290)

Where y. noble want orbs. 2 are erly
and y. more mines of any accord must yt lend
toth orbs. y. receive. 5 Bed 675, E. 462

When an action is ignorant for a
performance en a mine y. Off after
setting facts y. owner must state also a mere
either y. Declaration en y. Publication
Bed 44, 73, 154. E. 462.
If you advise to avoid all persons and go to
their home, 17th, cannot have prejudged unless there's
a breach alleged. Deut 15:3. Hygiene

If you advise to avoid all persons and go to
their home, 17th, cannot have prejudged unless there's
a breach alleged. Deut 15:3. Hygiene

Said to see no reason under recall of laws (11 Sec. 3), does not believe a law issues. Of
receiving a law. Lecture 404. 49:3, 53:3, 2 Deut

Where to start on a wall. First, plan to
place as he usually does the award on a
a receiving place, to be the recall. Award
the receiving person. Then no award.
Heb 4:14, 434, 6:5, 2:4/5, Rom B. etc. 1:6 26

But if you advise needless to recall,
y this instead of recalling may be done. 
A demur may be in a departure. Jer
116. 31. 300

If you advise to recall, even if you
know an award to be ill, the may not act with
an allegator if the wants mode no other
Ezra 3: 838. 310.
If any award was made then the point on file is that the only proof of the

awardee is an award of which soil

Pl. to overrun 8 to 31 Pl. 174 234 024 124518

There is no evidence from the

awardee's papers that he received any payment. In actual

appearance, because of time, itis awardee is

true. Yet he enlarged that no action

can be maintained in my name. And 33.41

594 I a. 30 11 576. The fact is not met that

no awardee was in any agreement for

awardee.

An understanding of an awardee

under a rule of F. Bland it is not to

grant an attachment for interest

but leave of party to his action or only one

award for clear at 15.3 is not accorded

thereby by 912 1-13. 183. 539 2118. 645. R. 817

189. 314. 157 182

Yet they would count an attach-

ment for interest. General 3 how 844 2011

of EJ. under rule 1 does not vary a suit

at it enforce performance by adequacy of

party. Therefore it would cancel another agreement for non-performance.

R. 812 3 1 196 15193.

The clerk of Mr. Bland was under

an attachment for performance Pl. 861. 2 R. 90 990. 021

8-3. 87 5 East 89 19 Thd 933 Sal. 74 3 Pre. 14 212.
And the party in whose favor the award is may have proof of contempt this he has obtained judgment on the award or bond this is no satisfaction Del 75 12 19 33 34 H 93 125

A contempt always dies with the party guilty of it. It is really a crime.

Pre 223 2 19 24 4 H 93 125

If a judgment has been recovered or the person of the deft taken in or an attachment will not issue. Hyd 93 125
1.Baron 35 c or it will be discharged if issued for being a higher remedy & supersedes all others.

Granting an attachment is always discretionary for a contempt as much is not all injury to the party but to the & the public Del 19 H 93 324 145. If then there is much contradictory evidence as to the fact of performance or if the case is manifestly a hard one the it will refuse the attachment 1 Barn 275 H 93 318
Where a summons is by order of a ct of chancery, that ct will in gen'lt entertain a bill for specific performance. But under a voluntary submission the ct will not in gen'lt decree a specific performance, but it will do it where one party has accepted performance from the other. 16 CTR. 74, 75. 2 VERN. 24. 3 P. WMS. 187. 4 CHANN. 318. 51 JUR. 319. 661. 326.

Again if after an award made one party has agreed to perform it the ct may decree specific performance. This ct had cognizance of such agreements 16 CTR. 24. 75. 2 VERN. 24. 3 P. WMS. 187. 4 CHANN. 318. 51 JUR. 319. 661. 326.

So where one party has encouraged the other to perform the ct will decree specific performance 2 VERN. 24. 3 P. WMS. 187. 4 CHANN. 318. 51 JUR. 319. 661. 326.

As if he has encouraged the to do act preparatory to performance.

Where a party have performed a compromise in award, eg will prevent its being disturbed by a suit at law. Even the deficient in some of its respects. This is to prevent litigation 16 CTR. 24. 75. 2 VERN. 24.
Relief of Clavaria

...thing gained is sufficient to be
got at once to clear the table
and between yavana baths...more
was appointed to be made of it...and
1485.05.03

...thing only object happened. To
outward averts from outer object...by
my account it actually must be loaded
cut of hand cut of...by very next instance.

But when next it be done next
it,Inner object, object, from outer not fact
cannot be taken in on another also above
or in sub kad. By yavana nega...outside
it's action must proceed, y mohe. I only
which is much nearer to a little in 1324
exact a scene--w MU is not in bulk. 1723.57
P lest. 32.4 bles. 90.0 32.41 351.4844 29.6825.

The rule is of same whereas such is
by a rule of...4.1 moment a rule of moment
be seen is H 2=5. It is not considered as a
or an arbitrary rule been 15> 20 cie...102
P ext 451 to 330=3450.
But where opinion is by a mutual agreement, it will not amuse a court to look for extrinsic evidence. When a fall to an
arbitrary deviation from precedent of a court, it is necessary to make a call. Facts here in evidence is not to a scale, but that
is in such precise and minute have been reduced to $332,348.00 2 7-12 210,15 2 7-12 417,900 But if they have made sure on the
such case, it will reverse in an error to an
exposed in a motion at 412,103.

That how its can appear in the grounds
of an award is not settled.

An architect cannot be bound by
a contract for the removal of the nuisance in the building on the property
injury may bring a bill against opposite party.

That it is incompatible to
be satisfied.

If a deviation is mutual to a
order of preference of a $417,900 in agreement is made that mutual party shall have a bill
by agreement of $417,900. It will grant a process for content and if there can strong
ness for bringing such bill of et will not
grant a process for content if being our
ordinary 2 7-12 849 Rux 888, 888a.
and when a writ is the measure of
a debt a court will still be at liberty
to award a written contract of a
and B. Known existing of a writ of
a contract, and the consideration
of a writ of a present debt essere
not taken away by the
indemnity of a debt at 16th July 1849,
$100,000.

unless if it is true of nothing but
annulment is it possible, is a writ of a
sum of money, and it is not
Annulment in a statute. As to annulment appears
in a writ, there is no need of necessity
for as a writ it will be
enforced. 1. Tra. 75, 8, 73, I Part 176.

There also, apparently, no query
on one may be sufficient ground for
defeating a writ for an attachment for
non-performance 1. Tra. 78, 2 Bar. 701, 1 Part 394.2

The most frequent ground of setting
an award is non-performance of an offer, but for
the reason, unless cause can prevent an
attachment for non-performance of an offer, only
not to be set aside. In some cases, cause except
in a proceeding for a seizure of property, and
never a $ 101, 2 Bar. 315, Riga 940, 1 S. 291, 175.
Here an attempt was extricate a case in a general way for nothing aside the example dealing with concurrence

If we abstract a decision to involve a reference to obtaining a result of an impression, the shear of a decision would recognize in a manner for setting aside as result, type 5.1

It is no objection to an opinion, that on an appeal himself the court of a higher person declaring the cases v. T. R. D. J. 546, page 350.

By another and our term in interest in prospect can refer every type of will not arise your award. The is 31.77, at 349.50

A plain error a point of law, except in other circumstances without another ground for setting aside in major 2.42.9 1.445 type 350. This is a general unqualified rule. It thinks it is incorrect. It has been decided that when wants serious, but will stand at any rule of justice it was no obv. but if there is mistake, y 2 in some case it was assumed it would be a ground for setting aside a very award. It states if you make a mistake is point of law, no principle it is an such.

Page 741. 351-4 8 Cost 15.
The above may be proper to bring nothing in evidence, but if there are any facts, the same must be let in his place where they occur. A stake may still be taken if the amounts are equal and by proof. 20. 506, 2377, 112a. 515; 330. Since nothing is a rule, it is to what one can see it. In a car or, in a car if so much, it cannot constitute a default. If a part must be more, a total of it must involve in some if it were with the y.

**Effect of an answer in barring a claim for original cause of action**

The effect of an answer in barring an action brought as a misnomer, or similarity to some failure, but is a result to constitute a bar must become asequence of a good answer. If the claim is on cause performance of award must be made on that by 078, might cause performance. 2012, 212, 778, 1075, 1086, 88, 12.

It is stated that when there are est perinuity, it is a bar to an action by original cause of action. It is not till a code of cruelty as an answer of mutual release, as to the answer of mutual release. As it may be 212, 1129; 1121; 1124; 1129; 1124; 1124. As it may be 212. 884, the cause of law, great, with the decision. The latter branch of the district, as much as possible, 1126; 1124, 884.
Unmeasured not previously the early date of the house. This is a court paper they have a
measure signed by witness of a year or so. 12. 1802
Kya 9/1/35

Where an action or instruction taken
4th day of January made a good many years in
the same subject. That no evidence has been taken,
but it may appear the house has been without
anything nor cannot be ascertained by 1898
or 1899. It cannot appear how often or how
often or of how much or how much the
action or how much of the house nor
mention of any reference to the 1898
reference or any except the 1802
Kya

Whether there fore it is necessary for
me to allege performance or have to
$1,234 x 5 their 8,760. 397. These
constructions appear to be utterly discredited.
It is not necessary in any case to allege her
performance except where you make an argument
as would you say whatever is true of by P.L. con-
spired performance to say to be his name a
performance 2 day 1802 Kya 9/1/35
Usury

Usury is defined to be the taking of an interest for money for a consideration exceeding the usual interest for the like loan. By justice 454 it is meant that the loan is not for a consideration of money, but for a consideration of some personal thing lent or due. The taking or retaining an exorbitant premium for the like consideration may be usury. 13 Cr. 395 Corio, 708. Cr. 114, 730. 3 Stocks 331-2, 238. Cr. 1, 64, 287. Kent, 454 Usury.

It is said, the taking of an exorbitant premium upon specific chattels or money in a way that it is believed money or chattel must be a substitute for money or be of a similar nature converted into money by rule must constitute a disguise for the loan of money.

43, 45, 46, 70, 87, 90.

The taking or interest at all

for the loan of money was at some businesses in...
Usury

The term of usury is the rent or
an exchange of money and it was common
in the 15th and 16th centuries. It was
used to charge interest at a rate that was
considered to be excessive. The law was
more.

The statute now regulates rate of
interest, fixing it at 5% per annum. An
extract from an Act of 1628, 15 Geo 2.
and in case?

It is essential to a loan that getting
be done by a term of time, and to be
paid at the end. Hence, if the principal
be not at hazard of reversion of any
trouble interest is not necessary, but a certain
charge must be left to the tenant as rent or for
reversion of a reversion. Act of 1628, 5
Geo 2. 4th May 286, 9 Geo 2. 350.
Act 1541. Wherein it is

The hazard of a principal
must be an essential ingredient in a
lease. 22 Geo 1. and 24 Geo 1. Post. 6, 8, it
is less of principal when
and they must be presented. All the courts of
In re New. 18 Geo 1. Corresponds not one of the

Killed by that rule, I will not take it
out. It is worth, as someone, Buntingley or Knowle.
Usury

Their excusings personal debt is 4
out of course diminishes here. It is assum
some fact if a contract made in a state in which
the law recognizes no more than 6 percent interest is
of that to be good. And 1807
2500, 511 in 1811. I beg to say 1807-357 or 361, 1807.
The less local contracts marriages, but if
y further claimed here. Go ahead with
to the state. I can be a contract, making
more than six per cent of interest for
a purchase of a mortgage. It is very often the case
here. 2.70, 347, 912. 2 Bar 1077/082.
Old Ass't 48, 67. Bill of Ex. 81.

 Cont

And on a contract made in a foreign
country with a woman share of her husband
here. I remember one of your parties at the
next session, it is. 2. Bar 1077/082.

This is an old disputation in this country. 1807-1808.
And it is not contrary to the law. And it is.
And it is not contrary to the law. And it is.
And it is not contrary to the law. And it is.

A C of N.Y. went B of Mugg's in Portu
and I made a note. recording the 6 per cent inter-
and that rule must govern. I think it
and that rule must govern. I think it.
and that rule must govern. I think it. I think it.
and that rule must govern. I think it. I think it.
and that rule must govern. I think it. I think it.
and that rule must govern. I think it. I think it.

A judge in a foreign court drew
and 6 per cent of interest there. It is.

and that court. To be considered alone.
and that court. To be considered alone.
Usury

A man engaged to lend will lend a
sum of money to receive a certain
amount as interest. For example, if he lends $100 for 1 year at 5% interest, the interest received is $5.00.

Interest is the cost of using someone else's money. When borrowed money is not repaid, the interest continues to accrue. For example, if a loan of $1,000 is made at an interest rate of 5% per year for 5 years, the total interest accrued would be $1,250.

The calculation of interest can be done using the formula: 

\[ \text{Interest} = \text{Principal} \times \text{Rate} \times \text{Time} \]

For instance, if a principal of $1,000 is borrowed at 5% interest for 3 years, the interest would be calculated as follows:

\[ \text{Interest} = 1000 \times 0.05 \times 3 = 150 \]

So, the total amount to be repaid would be $1,150 ($1,000 principal + $150 interest).

Best if no debt or obligation. Sign
can seize interest or该项report if
income is not paid. Charge
when no interest or confidence
there is an extension privilege to have interest amount.
Debt must be repaid in full unles
in the prospect that will sell not the
preferred is 10% of 0.5% in S. H. 615, 16. Based 100,000 in 049
2 dec 139, 29d 375.
Usury

A fixed long term loan of principal
interest in a manner to allow for
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Usury

When any sum or sums of money are not with
the name or names of the party or parties to whom
it is paid, and if the said sum or sums are not
paid within the time and at the place where the
money is tendered, the said sum or sums shall be
considered as usurious for the time limited by
the said contract, and any person or persons
who shall be entitled to receive the
money or any part thereof shall have the
right to recover the same from the
party or parties to whom the
money is tendered, and
such person or persons shall have
the right to recover from the
party or parties to whom the
money is tendered, and
such rights shall be enforceable
within one year from the
completion of the contract,
notwithstanding that any
principal or any part thereof may not be
enforced for more than six months
from the time it is payable.

Ex. 2. A loan of £300 given a bond
for £30 on a mortgage of land, to be
repaid on the 1st of January following. The
bond is not registered, but the mortgage is not
registered. (The principal is not paid at the
set date, and no interest may not be
enforced for more than six months;
and the bond is not registered, it is
considered to be void.)

3. A. B. loaned C. D. £200 on
a mortgage of land, to be
repaid on the 1st of January following. The
bond is not registered. The mortgage is not
registered. (The principal is not paid at the
set date, and no interest may not be
enforced for more than six months;
and the bond is not registered, it is
considered to be void.)

In order to transfer a
sum of money, it is necessary to
transfer on a written bond no more. Such a
written bond is necessary only if there is
agreement that it is not
enforceable. This is an agreement to
transfer in a bond of £100. A bond of
£100 for £100 is dated 1st January 1851.
Received £100 Bond. Ord. 81.

For the purpose of
enforceability, a written bond of £100
is necessary.

The bond is not a
condition of
the bond, as it is a
written bond. If a
written bond is
not
enforceable, the
bond is not
enforceable.

A bond of £100 for £100 is dated 1st January 1851.
Received £100 Bond. Ord. 81.

The bond is not
enforceable in
a written bond.

For the purpose of
enforceability, a written bond of £100
is necessary.

The bond is not a
condition of
the bond, as it is a
written bond. If a
written bond is
not
enforceable, the
bond is not
enforceable.
Usury

For certain gain exceeding of legal interest it is actionable, viz., where any interest is not to exceed 6% and is not recoverable unless the usual interest of 6% is recoverable on personal bonds.

Dowries andompne hurt the interests of personal bonds. To avoid payment, interest must not be recovered on personal bonds. 5 to 69 Bc

Above a certain fixed rate of interest, it is actionable. This is because interest is not recoverable on personal bonds. 6 to 51 Dc. Bc 297 10th

Here a bond bears interest, with a provision that no interest shall be paid on failure of personal bonds. 6 months. 4 to 57 4 Th. Bc 279

But if the contingent exceed interest, and if the court, or in action, 4 to 53. 5 to 57 2 Th. Bc 279

What Payt as interest before 6 and 6 yeare is recoverable is not. Legal interest shall be recovered semiannually. Quarterly, weekly, daily, i.e., interest which has accrued at any time may be received at any time. 7 to 2 Th. Bc 279 3rd 53
Usury

If a man lends money it takes a most
of the same annual value by interest of a loan
it is to take a annual value, as a premium: it is not dis-
munions: The subject of this, accords, every day, 53 Edw. VI. 25

It has been held of the interest be de-
crated at any time of lendings, so as to exclude
principal redemption, to a new construction of
interest. If this is interest, than will the inter-
rest be in consideration for a long time. However, would
not be the case, as a thing declared, 29 Edw. III. 171
16 Edw. IV. 17, 13 Edw. IV. 102. 113a. This has been
held by y 60 to 60 to be a loan of £100 by the agent
is not ascertainable. &c. &c. &c. Edw. IV. 113a. This has become a new univer-
sal practice &c. &c. &c. 1 Law 17, 174. 1 B. & R. 54. 1 B. & R. 144. 2 B. & R. 144. 3 Will. 39. 10est. 20. This has become a new univer-
sal practice &c. &c. &c. 1 Law 17, 174. 1 B. & R. 54. 1 B. & R. 144. 2 B. & R. 144. 3 Will. 39. 10est. 20. This has become a new univer-
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But a whole practice, more apparent
is, need to be considered to understand instruments.
This whole must be considered — account the
usage as it has by usage. It has ever the
(1) 18 Edw. III. 192. 13 Will. 39. 10est. 20. This has become a new univer-
sal practice &c. &c. &c. 1 Law 17, 174. 1 B. & R. 54. 1 B. & R. 144. 2 B. & R. 144. 3 Will. 39. 10est. 20. This has become a new univer-
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sal practice &c. &c. &c. 1 Law 17, 174. 1 B. & R. 54. 1 B. & R. 144. 2 B. & R. 144. 3 Will. 39. 10est. 20. This has become a new univer-

If a lender lends, incidental expenses
on trouble, for which there is reasonable advice on
account, does not without the lender
if it is made, an essential for mercy it will with-
their cost. It is a condition of often allowed
(2) 18 Edw. III. 192. 13 Will. 39. 10est. 20. This has become a new univer-
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sal practice &c. &c. &c. 1 Law 17, 174. 1 B. & R. 54. 1 B. & R. 144. 2 B. & R. 144. 3 Will. 39. 10est. 20. This has become a new univer-
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sal practice &c. &c. &c. 1 Law 17, 174. 1 B. & R. 54. 1 B. & R. 144. 2 B. & R. 144. 3 Will. 39. 10est. 20. This has become a new univer-

If the incidental charges are high, they will create a strong presumption of usury.

The discount of a bill or note by a deduction of more than the established rate of interest is usurious. This does not hold where a note is fairly in market, in such case like any other property, it may be bought at any price, if the seller includes it, it is always clearly usuring — 1 Esp. 176. Peake R. 200. 224. 1 Esp. 119. 4 Simont 464. 1 Conn. R. 185. 7. Camp. 177. 7 R. 185. 4 ellip. 162. 1 P. 85.

And this rule is so strict that where only 5% is deducted & the sum was advanced part in money, part in bills, without rebate of interest on these bills, this was held usurious — 1 East & 2 B. 1 P. 144. 1540. Peake R. 200.

In cases of extra allowance it has been said that usage may prevent the allowance from being usuring — 6 B. 87. 2 P. 115. 2 B. 152. But it has since been held, that no usage can control the statute — usage can merely rebut the presumption of intention to evade the statute — on an attempt to evade a clear law. 2 Day 413. 1 B. & P. 144. Peake R. 200. 7 R. 185. East & 2 B. 87.
When the question of intent to evade the tax is raised, this is for the jury. Ord 59, c. 113, 144, 218, 483.

Every notice to evade the statute can give only to bring the case within its net—by words, either directly or indirectly.

Brum. 904. 1 Storr. 8. 668. 9. 34.

There are certain enumerated contrivances which are called badges of usury.


2. By making a virtual loan under the form of a sale, as where any embarrassed man applies for a loan, and the person applied to offers to sell goods at an exorbitant price if the borrower is to raise money from the goods. Ord 64, 74, 77, 81. 251, 215. 1 Eq. 91. 112, 412. 135. 672.

3. By exchange. This contrivance is as follows: Money is lent and secured by a bill on a fictitious person abroad by collusion a protest is obtained, and the drawer is charged with the incidental expenses of a foreign bill actually protested. Ord 60.

4. Lending of stock to be repaid at a given time with a premium to say interest at a greater sum than the market price of the stock. Ord 46, c. 12. 79-81. 66.
Alometry

V. By a loan of money on any property, the lender shall receive instead of money a rate of profit by having excessed interest to 

[Text is cut off]

VI. By substitution for a loan of property of the annuity at wider valuation 

[Text is cut off]

VII. By adding to a loan in part, a loan receiving less interest, the same is true of any property added receiving a less amount 

[Text is cut off]

VIII. By a lender taking a beneficial lease in consideration of a loan 

[Text is cut off]

When a treaty between parties commences is an application for a loan of terms in a manner of any kind expedient to them. 

[Text is cut off]
Usury

It is not therein facie amiss, but he who says it is so must prove it.

In a case of Bottman 6 it rests in the s. cont. 5 a. nuncupation de 2 143 14 41 4 114 94 152 58. It is very difficult to determine when a bond is really a bond not.

Inadequate men to bribe in a bond, he who executive a merchandise of a money, it is clear not her re constitute a principal money. In every case has a right to make a good pay. 

Upon it, if it commence it with an application for a bond, it would ten can prima facie ev. 21:24a Ex. 22:27 Ex. 19 9 2 1 2 16 5 18 164 2 3 3. 4 5 9. 2 27. 190. By point of interest, y juring must de cede (2 Th). 124, 2 Co. 730, 38 2 538, 9. 1 B. 2015. 1. 2 Bouy 491 1838/5 y intention being y criterion 18 B. 182 8 Ar. 50.

This proposition time is yeardilated one visit to caually. When a transaction who is not in form abroad but is claimed to be a disguised loan y can in whatever manner intended at Eng 112 when he has other more formula a loan then the situation of the parties, not in contract.
Usury

If a loan is taken for principal, legal interest only; but if separate security for illegal interest, legal and separate security are both unenforceable (Cor. 50 & 51; 544; C. 517, 782, 796, 112, 114; C. 1725; 1 St. 9, 252, 258, 258) for whole cost taken together is不好意思
Usury

It is said that usury, whether under the form of a loan, is and must be determined by the jury; it is said, 795, 796, 1509, 1590, 1600, 145, 147, 1243, 1247.

I think the jury must find all facts in the case having one fact at issue, that, but there being uncertainty, it must decide whether usurious or not. 795, 1509, 1590, 1600, 145, 147, 1243, 1247.

What is a loan, and what not, is certain. 795, 796, 1509, 1590, 1600, 145, 147.

As to usury, whether usury is a loan, such as I have stated; in order to determine it, you distinguish it, if you pass it, it is interested as a loan. By a jury; but facts being uncertain, whether usurious or not, 795, 1509, 1590, 1600, 145, 147, 1243, 1247.

There is distinction between usury consisting in exceeding of usurious interest by effect of interest is or of making a loan, or necessity usually undue; if original cost is usurious, every necessity given for it is also void. 795, 1509, 1590, 1600, 145, 147, 1243, 1247.
Usury

The receiving of illegal usury is not infliction of punishment, but merely a penalty. See Bot.

A security given by a person not his creditor is void, as it is against the law. A person B owes A money. A lends to B. B is indebted to C. B, by note, to C. No goods exist being security. See 1 & 2, Eliz. c. 35. The act of 1697, cap. 34.

The rule is, if there be a security given by a person not his creditor, it is void. See 1 & 2, Eliz. c. 35. But if there be real land, it is well secured, etc.

A security given by A to B is void, as it is not money. See where money is money paid. This is a loan from C to A. 1 Part. 195.

Where usurious, bond is money paid, security a counter bond from that person to the security is not usurious. 2, Lea. 165. Exo. 2642. 588.

A security is money paid. 1 Part. 100.

It has been held, that if usury is known by the person, if willing, then sold by the usurer to pay his debt, he cannot set up usury. 3, Lea. 69. Ord. 106. If security is money in trust, it is no concern of usury; as bonds are usurious.
Usury

A security originally made can never or made absolute or alleged by a subsequent assignee of the same. Every such security is within the meaning of the Act of 1894. The Act of 197 was 104, 105., 292. Rev. May 197 Ord. 101. 292. Rev. May 2 June 28. 3rd 102.

But if an assignee of a subsequent assignee is a consideration of another by some parties of the latter is as well as a former voice, for no original, legible, effect to any subsequent securities which may be given. 1894 390 392. 292. (Third 102. 292.)

But if a subsequent assignee is a consideration to be made for the consideration of another by some parties of the latter is as well as a former voice, for no original, legible, effect to any subsequent securities which may be given. 1894 390 392. 292. 295 4 11.

But if a subsequent assignee is a consideration to be made for the consideration of another by some parties of the latter is as well as a former voice, for no original, legible, effect to any subsequent securities which may be given. 1894 390 392. 292. 103.

If a security, originally legal is made formal, when a subsequent assignee of any assignee is a consideration for which, by either of two previous parties, the original is the assignee's note. As a note, assignment being assignee.
Usury

But if any persons, through growing a force or force of consideration, a force can recover by means of a note, or with standing a intermediate usurious cattle for any
it will not be deductible. But a force can not recover of the second to next one, it is an usurious consideration, a second
by only, hence not liable he is protected by

1 East 102 Rob R 2874 Am 115 Kyol B 115 2d 109
53 4 87 4 2990 / 1 Esra 1941 2: East 195 3: Jer 95
137 B 176 5: Ezra 110 4: Moses B 10 6 35 / 1 East 2: 113
8:4 "Bills of Exchange" 29 6 1 18

If a usurious recovery is through a new revenue, given for a principal bank, in
honesty he is remedied. Proverbs 157 165 = Contor
Ord 102 (c) (c) 47a = 2: John 184 10 Moses 121
3 Day 356 J. R. thinks it is not complained of
that it should be voided. Argued by R. B. Smith, 129
J. E. Browne & Co. March 31, 1828

A cert. on security receiving more
than legal interest is not invalidated in
condition receiving more 4: Bar 2251 2: 2015
207. Ord 102 (c) 104 "is subject to a precedent interest"
(1: Ezra 159 3: Ezra 141 5: Ben 5) This is confirmed
by construction of y 1: 1: 54. The latter work yet
exhibits any wider distinction. But it is not
set forth. Vide Bancroft Being 125 7: R 184 3: Moses
2: 2 51 Corp 1142 15 3: Days 196 D 14 19 54
Usury

It cannot originally be supposed that usury can be made illegal in any thing more directly by statute than in 1650, 1 and 105.

The common act of usury being void and original statute is to be understood as having all sense taking place sooner than in 1650 as suspected by common law, 1651 47. 1st. 286 1st. 106 1st. 907

If an original acta be made in all cases of usury, it is an irreparable injury to a subsequent purchaser by the libra. A subsequent purchaser is a subsequent purchaser. 1st. 907 26. 105

But a mere that cannot amount to an amount of usury is a nominal act for mere advantage under a fiction of title is not sufficient

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In a mere that cannot amount to an amount of usury by a fiction of title is not sufficient. 266 7. 12. 1st. 907 1st. 92.

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In a mere that cannot amount to an amount of usury by a fiction of title is not sufficient. 266 7. 12. 1st. 907 1st. 92.
Usury

1. In a case of usury, when a contract is made in writing and not recorded, the creditor may recover all sums paid in consideration of the contract. If the contract is not recorded, the creditor may recover all sums paid in consideration of the contract.

2. The party receiving usurious interest cannot recover more than the sum paid.

To allow a recovery in such a case is wrong because it is forbidden by the above rules, would be to defeat the purpose.

A lender or creditor cannot recover his debt unless it is evidenced in writing given to him as a collaterals security for such a security is not recoverable. (Deb. 387 and 110, 91)

But in case 2 a recorded instrument is given to him as a collateral security for such a security is not recoverable. (Deb. 387 and 110, 91)

A creditor cannot recover in his action on the debt which is non-recursive, principal or interest, J.A. 154. One is left to recover the money he may, Secs. 119 and 112 because money being an action on the case is regarded as an equitable action, if the same were not lease, the same would be the 9th tender. The same rule holds in Eq. 1 for explanation of the 9th tender. Secs. Brev. 170, 170, "Grover", 170, "Bailment", 170.

Readings

If you action is ass't, usury may be pleaded without regard to consideration or issue. So I trust in debt in simple case.

2 Brev. 109, and 90, 10th Brev. 170. 2 Readings 59.
Usury

If an action is de brought in debt or
land y defence of usury must be specifically pre-
duced. Hot. 72 5 to 119 Eph. 22, 4 21 le 1105 3 Dec
991 Ord 90, 1.2 forty plea is inconsistent with
ey an issue

In a plea of usury y case y some
ment must be particularly stated; hence
allege y amount of y principal y suit y interest
received is y. 211sa 565 2111a 3 85 Ord 92

But if judgment has been once recovered
in an usurious suit y judgment cannot be
impeached for usury. For one final judgment
not retorse to another forever between two
parties & privity * i.e. not abhanced le
Bro. C. 25 Ord 92, 9

If then an action of debt or service for
is brought y judgment y cannot be pleaded
usury Bro C. 5 8105 Ord 104 1 Acts 94 5 2 Bcs
147 Evidence 49 4

An accident quebec will not lie
to be relieved by judgment Bro. C. 25 Ord 93

If y however being sued on an usuri-
ous suit gives a new security, for same debt
including usury be sued y security given
y new security is good. But it is assumed as is
Judgment rule gave w him 48, 11 Ord 100 21 Nf.
The law of usury is not well settled. In 1809, Share v. Share, the court held that a usurious transaction cannot be enforced as it is not the best moral policy to encourage such conduct. The 1849 Code of Civ. Proc. states that usury is not enforceable under certain circumstances. The court in Share v. Share found that an agreement to pay a rate of 12% was usurious and unenforceable.

By 1827, the law on usury was complex and contentious. The court in Share v. Share held that a usurious transaction was not enforceable under certain circumstances. However, the court also noted that this principle was not applicable in all cases.

And where, in general, the act or omission is in and of itself a wrong, there must be included a term or condition which is not recognized as a valid usurious contract. If the court does not know if it is in strict accordance with the principles of 1809.
Usury

The interest of money and interest from loan of £100 per annum, for 25 years, at 8\% per annum, is £1,000. If the loan is made for 25 years, at 6\% per annum, is £52.50. If the loan is made for 25 years, at 12\% per annum, is £210. If the loan is made for 25 years, at 18\% per annum, is £1,050.

By a majority of opinion, if a loan of £100 is made at 8\% per annum, the interest earned on £100 is £80. If the loan is made at 12\% per annum, the interest earned on £100 is £120. If the loan is made at 18\% per annum, the interest earned on £100 is £180.

And where interest is made at different times, each interest is subject to interest in a same loan except in cases of 232 0 98

But a Court is a penalty in removable by action, bill, claim or information. It hence must have subtracted all than an information would in Lieu 11 March 174 A Barnard 466 801 23 0 98

But if opinion is not correct for the particular harm of prosecution is pointed out by it, enquiry is admissible at C. 3, Id. 421 S Cal 391 11 March 174. Rule Municipal for 232 0 98 where you made it in the act. It exists in view of ignorance of nature of prosecution pointed out by it. It must be pursued. But if your defence is not created by it, you 232 0 98
Ustury

Under what circumstances a debt draws interest

Where interest is not express for it is due, it
remitable according to Custom, 2 Ch. 247, 4 Cal. 251.
2 H. 2, 200. 3 H. 6, 50, 592, 289.

When there is no express agreement interest
disremittable in all cases. Interest found,
Time when it rises or debt is payable. 7 T. 124, 264, 265;
202, 2 T. 203; 3 T. B. 304, 2; B. L. 205, 206.

But in courts, some cases are remittable
not remittable. 1812, B. C. 308, 71, B. 213. But if there
is a receipt for a week less than a day, the interest
I can see no good reason why interest should
not accrue. So decided that the price was not
fixed in 2 B. L. P. 376 & B. L. P. 206; n. 2 H. R. 206;
4 Cal. 251.

If debt is payable to judge, draws interest
it becomes due immediately. 1812, B. 249, 2 H. R. 206;
Scho. 751, 4 Cal. 251; 2 Brif. 1097, 4 Cal. 251. This rule
removes an abuse of debt or vice versa, to force it

There is no interest allowed on bail in
Error, for it is not a debt, but a judge or master had
2 B. A. 25, 9, 78; Ch. 729, n. 3, 1812, 249; Brif. 1097, 2 Cal. 251.

An obligation on a man certain on deposit
draws interest from the date, actual deposit, 22 H. 246;
3 B. A. 2761; 2 T. B. 55; 7 T. B. 213. Drawing 4200 & debt State an
obligation of 9%. kind draws interest from the date.
Usury

But the bond must be understood for this purpose as certain not to make recoverable damages or at any rate this time, in which interest is considered from a date B. 77 2/124. This is the reason it is not always recoverable unless there is an actual change from a moral to an actual.

A simple bill assuring interest (Ball. 11 B. 72 397) because it contains no mention of demand or a fixed day of pay. As soon as demand is made 5 B. 72 assures that it would accrue interest.

The right for money paid I received interest is not allowable. 2 B. 72 390. B. 472. 3 Barnes 530. Rep. 266. This rule entitles parties only to rightful recovery of interest in case no debt has not been demanded. Interest is recoverable if demand were in writing interest is made out of it on debt (B. 72 50. 52. 390. B. 472 2002) as soon as debt is made use of it in any way for his own advantage.

The rule of contract to amount to nothing or at all. When one has a mortgage of another while he keeps without using it. interest is not recoverable.

When interest is allowable it is unsecured writing shall be judgment under name of debt. Because interest is a mere inseparable incident to debt 2 B. 72 10 B. 5 B. A. 72 5 8 A. 72 14 B. 5 B. 7 396. 7

Interest released by account stated for

10. B. 2 B. 2 65. 2 B. B. 737 50 37 19.
Usage

The reason that a particular term cannot be used to observe interest is because it is insufficient to include the component of increasing interest. It does not require a general term.

Interest is always automatically in any amount unless the payment is delayed. Certain cases show interest as it were charged as a kind of a gene. A fee is charged as in the example above of the book "The Law of Interest". The interest is calculated as follows: 2% on $50 = $1. In the case of 2% on $50, the interest would be $1.50, but if the rate were doubled to 2% on $50, the interest would be $3.00...
Criminal Law

That branch of Municipal Law dealing with Public Wrongs or Crimes is called Criminal Law.

Public Wrongs include all crimes and misdemeanors, i.e., all offenses vs. Municipal Law.

A Crime or Misdemeanor is an act committed in violation of a Public Law forbidding it, or an act omitted in violation of a Public Law commanding it.

Crimes are of commission or omission. A crime is a violation of a Public Right, a civil injury is an invasion of some Private Right. But a crime goes in excess of a civil injury also. But, crime as such is violation of a Public Right, civil injury as such is violation of a Private Right, as a Battery, Libel, Trespass, Robbery, Arson, even Murder. The in the last cases there can be no civil remedy for a reason mentioned. So.
Some offences on the other hand do not include any civil injury, as many of those created by positive law, as smuggling or any other act in defeat of the Revenue; here no individual is injured, as in the respect of, it is a Public offence merely.

In other cases a given crime may or may not produce a civil injury to any individual, as a Private Nuisance. In these cases i.e. where it does involve a civil injury as object of, is to give as far as possible a Private redress one to the individual as a civil action, 2 B & 7.

But where the offence amounts to a Felony there is no resort as before to 2 B. & 7, for it is now in a crime T. & 16 Geo. 3, tit. n. 281 39 Geo. 3, tit. 577. This rule is said to be founded on, or a voice of the Law; or in other words to prevent the commission of Felonies. A P. says only the foundation for a brieve seems to be on the punishment of Rob. Here venaces a civil remedy is impossible for a Felony occasions at 2 B. & 7 for failure of a defense of the person under a Fel. & 16 Geo. 3, tit. 577 it is amount to a crime of an Individual T. & 38 Geo. 3, 36 Geo. 3, tit. 578 2 B & 7 6 & 7 8 & 7.

But if a crime not amounting to a Felony injures an Individual, he may have his remedy, as battery, theft, nuisance, &c. for a’s. leave room to private redress 2 B. &
In Court without any Stat at all his oce
here of merger is not regarded. And within IS's
remembrance civil remedies have been had
in y cases of Persperty, charg'd leven for Tunter
We in Court have no forseiture for Crimes except
in y case of adroping [Public Magazine] of Abel
Manslaughterer

The right of punishment is authorized by y
of nature i in some cases by y cimwe & It seems
to be y right of punishment existed in a state of Na
ture in each Individual. Since it one is obvare
by another it takes a punishment into his own hand
he is judged thereon.

The right of Society to punish is said by some
to be derived from y consent of its members either
express or empilcate & is therefore founded in com
pact. But y foundation is not broad enough to
justify all punishments. Crimes mala in se
may be no founded. But some offences newer dayes
can exist in a state of Nature. These then cannot
be derived from consent or compact: such as mala
prohibita 4 068 9 Waltz's L. of R. 74 Raley Mor. 84
42 Barbonague 142

But by most national ground of y right of society
to punish in every case is, if of necessity to give expe-
diency: if y car is expant is agreeable to y L. of pe-
son i justice. It would be necessary to make it
Society without y' right. 1 Hale P.C. 13 406 0 18
Waltz Preface [11 Raley 849]
The end of human punishments is the prevention of crimes; this is the only justification. This can be attained either 1. By preventing a crime 2. By depriving a person of the will of doing future mischief 3. By deterring others from commission of like crimes (Sec. 119, 210, 170, 171, 348).

Of the persons accused of committing crimes

In gen all persons are liable for to be punish for unassistance to a do good especially when all are in generally act & by each when specially punish any reducible to a single case viz. a want of cert. for a want of more over. For to constitute a crime there must be a rule to a deliberate act omission of which must cause 46 48. No one is punishable for an act which he did not commit. In civil cases injury is punishable whether it was concurrent or not (Sec. 2)

The want of will exists in 3 cases

1. Where there is a defect of understanding: for without it there is no will, no moral power. Hence infants under a certain age are punishable for no act whatever: for they are deemed in a state of distinguishing between good and evil (Mark 12, 26 46 216).
When an offence consists of omission, Infants are not guilty; punishment at the age of 14 or 15 is not imputable to an Infant. - 3 H. 22, 1 Hale, 56, 202

The age of legal discretion is 14 years. Under that age, presumption is in favor of an Infant. But at all ages under 14 to 7, presumption is in favor; rebuttable. If he may be punished in capital cases on the other hand an Infant under 7 can never be punished; presumption in favor cannot be rebutted. And an Infant under 7 is of so much liable for Patent Crimes as any person. - 1 H. 22, 218, 20 & 17 S. 540, 541. Tr. 27, Foster's Criminal Law 32

Whether an Infant between 7 to 14 ye can be punished for any misdemeanor, i.e., any crime short of Felony is uncertain.

On the same principle Idiots or Lunatics are not punishable during their mental incapacity for any acts. They have no understanding — no will. After it a Lunatic commits an act in a lucid interval, he has then as much as any other person. - 3 H. 22, 1 Hale, 202, 203.

Formerly it was whether a person dead, unless was liable. But is now settled if although he is dead, dumb, he may be even capital punishment. If ideas may be conveyed to him by signs, if he can express himself as before, he is not. If he is "dei incapax". - 2 H. 22, 218, 156, 108 324.
and as a person who commits a forbidden act in a absence of understanding can't be rendered, so if a person is possessed of understanding commits an act he becomes insane before sentence it can't be pronounced, it is after said before sentence said act, it can't be pronounced, it is after sentence it becomes insane before sentence, it can't be executed. 21st 18 26, 595. 10, 32, 870.

And it is any case it is doubtful whether a person is non compos or not, the fact must be tried by a jury — 2 in any stage of its proceedings 4 Bl. 25.

A lunatic or madman can be guilty of no offence. But one who incites a madman to do an unlawful act is an offender. 4 Bl. 25. 2nd. 6. 25. 4 Bl. 25. But voluntary intoxication is no excuse for crime. Indeed, 2d. 4. Holt says it is a great aggravation. 2d. 242, 4 Bl. 25. 2d. 25, 4 Bl. 25. It is no excuse, for loss of understanding then becomes a disease.

In case a person is adjudged to be insane when the understanding is sufficient to exercise the will does not concur with act it is neutral.
Hence if one commits an unlawful act by manifest chance or misfortune, he is not punishable; as if a man in doing a lawful act should hurt or destroy a person of another. But he would be civilly liable. &c. 2 Co. 5 460. 127. Keeling 128. This will suppose y voluntary act to be innocent.

But if one intentionally doing an unlawful act, unintentionally does another unlawful act, he is not excused from y latter. For every man is liable for y consequences of his own unlawful act. If A. in attempting to shoot B. Horse accidentally shoots a person, he is guilty of homicide. 1 Hale 39. 4 B. E. 29.

Ignorance or mistake in point of fact will also excuse a forbidden act. For here there is a defect of will. A man not desirous to enter his own door enters 6 of his neighbour, he is not liable criminally. He might be civilly. So when one intending to kill a Fellow who was in his own house killed one of his own family. 3 T. & R. 34. Ray. 607. 8. 1 Bur. 35. 1 Hawk. 5. 110. Er. 2. C. 598.

III. There is also a defect of will arising from compulsion or necessity. which will excuse a per se bad voluntary act. Here y will obstant 6 act or at least does not approve of it. Thus if y legislation enacts an oriquitous 6 plainly contrary to religion & morality; y subject is excused in obeying it. 26. for he acts under compulsion of 2d from legal necessity. 4 B. 21. 7. 5.
Il. Some torts is in many instances excused when she does an unlawful act (no, and coercion, actual or presumed), of her husband; as in case of theft, or burglary, the act in all heeding, etc. 23 Bev. 257. But notice a child or servant as such is excused for any crime committed or a command of a parent or master: it excuse extends to the other relative as of a slave. Yet, it may be shown in mitigation of guilt. 1 Hawk. 85 3 H. 32 4 Bev. 25. 9. Hale 49.

Another species of compulsion occasioning a defect of will is duress "va minas" i.e. coercion exercised over another by threats of death or great bodily harm. It does not excuse all offenses but chiefly those are positive. 1. treason. 1 Hawk. 5 4 Bev. 50 Hale 50.

But even "duress va minas" will not in general excuse offenses which are made in re i.e. vs. v. of Nature. If it should be threatened with death unless he do will is of will not excuse them. All.

Another kind of necessity arises from legal compulsion, vs. will excuse acts which would otherwise be crime. See officers as a thief is bound to make an arrest is opposed in doing so he may oppose of resistance by any necessary force or violence to overcome of resistance, even to a taking of life 1 4 Bev. 21.

Indeed he is bound to do it 1 Hale 53. 4.
But it seems settled by y C L of ne person has a right to steal y prop of another without him self from personl sufferng heavy great Casuist agree in 4 Be31 1 Hale 572 To held y contrary would be to hold y judge sanctifies y means

Criminal Law recognizes diff degrees of guilt between diff parties in y same crime, which leads to y distinction between principals & accessories e may be a principal in an offense in two degrees A Principal in y first degree is he who is aactor or immediate agent or perpetrator of y crime

A Principal in y second degree is oe who is present aiding & abetting in y perpetration of y crime but who had no immediate agency in y crime But it is essential it he should be present 34 Doug 172 1 Hale 615 Nov 07 according to Hawk both these principals in y first degree This is opposed to all y others 2 Hawk 258 326 441 Contra 2 M N 3 22, 7, 8 484 2075 1 Hale 437

The presence necessary need not be an actual standing by y perpetuator or in sight or hearing A Constructive presence is sufficient as if A & B agree to commit a crime with an agreement A shall be immediate perpetuator & B shall at a distance keep guard Bin considered in y presence of A 4 Be34 Tost C L 350 Doug 172 2 M N 539
These principles held as well where regard to Titubus as to [other] offences. The rule does not express include accessories. 1 Spain 104 2 M. 125 525. The true rule is, there if a principal must be present either in actual or constructive. But even a constructive present is not constructively necessary to make one a principal in the first degree, as if one preparates poison with a view of it shall be taken by another, he is a principal in the first degree. No may be at an inadequate distance at a time of taking it.

Or if one should let loose a ravenous beast wanting to purchase or destroying a person he is a principal in the first degree 4 Bl. 25 Porter 340 halving 50 2 Hawk 423

An accessory is one who is not a principal actor present at a commission. He is one who is in some way concerned in a commission of a felony either before or after a commission 4 Bl. 35. The distinction is between principals and accessories only in cases where not concerning the treason. In high treason all are principals on account of its atrocious piteous Crime.

Indeed by a Eng. L. a base intent to commit treason is false treason. Securis in 7 L. 8 2 Hawk 439 440 Co. L. 57 12 Co. 87 2 48 Bl 35

And as an universal rule whatever will make one an accessory in Treson will make him a principal in 1 Hawk 58. 2 439 480 480 35. These may be accessory then in Petit-Treson. Murder and all other Tresons in which admit of premeditation, as Manslaughter & even these admit of accessories after the fact.
In other crimes under y degree of Felony there can be no accessaries, but all who partake or y guiltey of of one are principals. In most misdeemours ther can be no accessaries, or, inscrutable differences in degrees of guilt are not recorded. 2 Hard 411 115 132 Ed 2 57 CRE 3 750 12 Co 81 1 Sec 312

An accessary cannot be guilty of a higher crime than his principal is guilty of. Hence y short brochew a stranger to murder his master, y stranger being guilty of only Murder y short is guilty of Murder only; but if y short had murdered his master himself he would have been guilty of Petit-Treason so of a Life. But if y short had been present he would have been guilty of Petit-Treason he being Principal, they Stranger would have been guilty of only Murder so of a Life 1 Hard 132 2 445 3B 36 1 Hale P.C. 675

Accessaries are of two kinds 1 accessaries before y fact 2 accessaries after y fact An accessary before is one who advises or in any way procures one to commit a felony 3 if he who abets another in y unlawful act is accessory to all y natural consequnces of y act: As if A abets B to commit a Battery on C. D is killed, A is accessory to y murder. Or if A abets B to poison C. D B stabs him 79 A is guilty as accessory

But he is not accessory to any thing distinct I not directly following from it: As if A abets B to arson 2 murders C. A is not accessory to y Murder. Or if A abets B to rifle Os pocket 1 B murders C. A is not accessory to y Murder 4 Bl 57 1 McR 587 2 Hard 441 447 Fortesque 70 1 Clo 475
Mercy to select or cause another to commit a Felony or any other offence it seems is a Misdemeanor a C.L. tho a Crime is not actually committed 2 Pash. 9 Mod. 1 1st 18 17 3 East 5 34. If one having abett ed or requested another to commit a Crime retracts his advice before a crime is committed he is not an accessory 2 Haw. 4 25. Tost 3 54. 1 Hale 3 37.

The base concealing of an intended F icon does not make an accessory: he is however guilty at C.L. of Misprison of Felony. Misprison here signifies a cruel neglect of duty. 2 Haw. 4 47. 42 S 121. Persons accidentally present at a commission of a Felony who do not endeavor to prevent it when they know it is doing it are guilty of a Misdemeanor. A Minor is not resting survivor of a 2 nd, for it is a crime of omission. No accessory is punishable to an Infant 2 Haw. 4 4 2. 1st 50. 1 Hale 1 10.

An Accessory after a fact is one who believes recieves, comforts or assists a Felon knowing him to be such. 4th 47. 2d 48. 48 18 8. 20 4. 5. But avert the must be with intent to hinder public justice. But to hush a Felon when in jail with necessaries heRACTs of humanity or charity, does not make a part, but rendering them an accessory 4 3 3 8. The knowing or receiving stolen goods knowing them to be stolen did not at C.L. make y parte an accessory. Sec. by Stat 5 Ann. 4 42 2d 4 3 3 7. Co. C 8 8 8. 8 3. 4 4 5 1. 20 0 8. 1 Hale 40. Boc 1st. 2 in y 2d case a accessory is made a principal
But to make one an accessory after the fact to a Felony y Felony must have been complete or consummated at a time of y assistance afforded 2451 48385 Because at y time of y assistance afforded y party assissted was not a Felon

At Time Court is excused as he aids her husband, altho she knows him to be a Felon because she is presumed to be under y coercion of her husband 48389 2d Rule 451 1554 1st Rule 511 Sec 40 Husband assisting y wife

If one is indicted as accessory to the principal Felon, proof of he is accessory to the only will support y indictment Col 119 a 1 Mr 75 54 2 4 It is a 2d Rule of y C 2d it accessories are subject to y same punishment as 2d principals. The S L of Eng. has made a change so that if accessory prosecution of accessories after the fact 2d accessories before 1st fact

Formerly held y an accessory could not be compelled to answer to an indictment until his principal was attained. For until he is attainted it is said there can be no proof of his guilt. Now he may be compelled to plead tho not set up on his trial (unless y 1st accessory is himself) as it: or unless y principal is free with him 2d Rule 455 3 5 4 1840 222 4 Leach C 2 18. For there can be no accessory without a principal. By 11th 2 18 20 3 y accessory may be tried tho principal is not; but only for a Misdemeanor not for y Felony 2d Rule 455 3 5 4 1840 222 4 Leach C 2 10.
If a principal is acquitted an accessory is discharged, for there is no principal. So likewise if a principal is attainted and accessory is reversed or a reversion is made, the accessory cannot afterwards be tried; and if there has been a final attaint and a reversal, his attaint is reversed. His guilt is relative.

But it is no defence to an accessory to show that his attaint of a principal is erroneous, for a principle's mercy erroneous is valid till reversed. 1 Hare 452. The death or pardon of his attainted principal will not avoid an accessory, for his death or pardon does not prove an void attaint and him incapable or unjust, 21 Car. 2 444; 43. 4 Lay 477. 1 Hare 453. But his death or pardon of his principal before an attaint and after conviction discharges him. For conviction is no co unless followed by judgment. But see 2 Eng. St. Anne 486; 322; 337; 42; 43; 44; 45; 46; 47.

If one is acquitted as accessory he may be afterwards vicaried as principal. But if one has been acquitted as principal it looks like it doubtfull whether he can afterwards be indicted as accessory before a fact, see 48; 43; 40; 30; 21; 18; 17; 16; 15; 14; 13; 12; 11; 10; 9; 8; 7; 6; 5; 4; 3; 2; 1; 0. 21. If he is convicted in fact, he may be indicted as accessory before a fact, see 48; 43; 40; 30; 21; 18; 17; 16; 15; 14; 13; 12; 11; 10; 9; 8; 7; 6; 5; 4; 3; 2; 1; 0. He may therefore be indicted as accessory after a fact.
The indictment is one as accessory need not allege if a principal committed a felony, it is sufficient to allege that the principal has been convicted and attainted 7 V 2495 58 8 1875 2 Mes 4874

But a accessory on his trial may controvert a principal's guilt or act, or attempt the principal, for in record of a principal's attainder is as to a accessory, 'res inter alios acta' 2 Hawk 458 4 Bl 314 F 8 1785 Pl 6 118 21 Mes 14 407 3
So when a principal accessories are tried together a accessory may disprove a principal's guilt. For thus he disprove his own guilt 2 Mes 1483 4

Belong

Belong is any offence which occasions at L. &. A. total forfeiture of goods or land or both of the offender 4 Bl 64 5. The consequence of his crime gives it is name. Belong formerly signified a forfeiture of 1 year. Afterwards it was used to signify an offence which occasioned a forfeiture of land; after these offences which occasioned a forfeiture of goods only or land only of an offender 4 Bl 95 7

Breach is strictly a felony because it occasion a forfeiture of goods and lands. But not so much is a crime alone by itself, by usage 1 Hawk 69 7 Bl 94 7 98
Captive punishment is not a necessary consequence of Felony: the almost always substadda. The not addaws, as suicide, homicide by chance, merely set-sells, &c. 1661, 26. 1664. 1686, 1607. Some capital crimes are not Felonies because the occasion to forfeit are 1661, 26. 1607.

All Felonies w're punishable with death are followed by a forfeiture of all lands, as well as goods to chaties. Co. L. 301. 436. 381. 357. 1607. But by modern usage and word Felony is employed to denote Cap. Crimes law.

Treason. Hence it will makes a new Felony, y.l. implies y. offense shall be punished with death. 1607, if y. l. criminal annexes cap. punishment to any offense without declaring it to be a Felony, it is still called a Felony because of punishment 2 Hc. 35, 366. 396, 1661, 1607. Co. L. 301. However a St. inhabits an act under pain of forfeiting all one's property. Hence is re- deemed as a Misdemeanor, not Felony; 1661, 26. 1607, 1608. Co. L. 301. For, it is a general rule, or construction, no Felony can be made Felony by an ambiguous word.

Those C.L. crimes in the occasion a forfeit are here called Felonies although forfeiture decrees for any Felony here except a partial forfeit are in the case of Marysall 1607.
Clergyable felonies are those in which a benefit of clergy is allowed, or is in effect a species of pardon exempting it from the punishment of death. This is not from a forfeit of goods, for it does of lands 4 Bl. 873-333. 874 2 Hare. 288 M.R. 213. By C. L. clergy was allowed in petit treason 2 most C.p. felonies. It was not allowed in petit treason of a more misdeemeanor, nor in treason by reason of patrocity of a crime. The 25 & 26 3 sanctioned y previous exemption 4 Bl. 866-874 2 Hare. 479.

This exemption was afterwards extended to every one who could read for if he could read it was considered as if he were an ecclesiastic. 2 Hare. 474. 5 2 Hale 292-4. 4 Bl. 875-7. But still females were not exempted whether they could read or not, for females could not be clergys. But by St. livens 11 W. 2 Mary clergys were not benefit of clergy, where offence was clergyable was extended to all persons indiscriminately 4 Bl. 867-870.

Here when a person not a ecclesiastic received mercy of clergy it did not exempt him from an imprisonment, but from death only. But ecclesiastics were exempt from all imprisonment. 2 H. 282 2 Hale 375-376. And it was deemed of clergy to any one particular. For it was exemp from imprisonment but all minor felonies. 2 H. 282. But St. Livens 11 W. 2 Mary effect of clergy was taken away from many theologues of the E. C. allowed it. There y rule now in Eng. is if clergy is allowed in all felonies when it has not been expressly taken away by act of Parliament. 4 Bl. 873-2 Hale 330.

In cont. y doctrine of clergy is wholly unknown.
Homicide is merely killing one human being. There are three kinds of homicide: Justifiable, Reusable, and Tolerable. Justifiable homicide implies no legal guilt, whereas reusable homicide involves a small degree of guilt. Tolerable homicide is nearly an exculpation. Justifiable murder is manslaughter.

1. Justifiable. Homicide is justifiable in cases where the victim was a criminal. Sec. 484 of the law states that a man may be killed by the person whom he ordered to do it, or by his deputy. Sec. 487 defines a man's legal necessity to act upon a criminal. For any mere volunters who does not act under direction by 2, there is no legal necessity on his part. He is not justifiable.

And in such cases the officer executing y sentence must pursue it in all respects, or he will be guilty of Murder. He must do it at a time when a man could commit an sentence. If he does not, he does not without direction. Last, any person or means of aid as is necessary when he should have any aid. He as effectual to make him guilty as murder.
And to justice a officer executing a sentence it must have been pronounced by a court having competent jurisdiction & by the said court the same be charged to murder or sentence a person to death & the person executing the sentence would be guilty of murder & be 175-106-75-5 105 105 105

But other sentence is banned by a lt having cognizance of offense y shall be executed in executing said sentence to be Law in offense does not incur petty of death & like is indict for a more misnomer or for a lie or consent to perjury or sentence to death is be in executing said sentence is not guilty of murder of any wrong The Judges however will be guilty [105 3 Sec 674]

Homicide is justifiable in certain cases when it goes in advancement of public justice and an officer is resisted in attempting to make a lawful arrest in case or event cases where man overcome of resistance by any violence necessary even to yozh death or where upon officer in attempting to dispose no one is resisted let them These cases suppose status a commission of a command & all of them 1 106 7 1 105 4 105 5 79 70 4 80 159 159 4 80 1 59 106 1 106 106 1

If a person bearing commission to felony resists or flee from his pursuers he means need be private confinement if they cannot otherwise take him for it is a duty of every person to arrest him [105 1 105 105 105 105 105]
Self an innocent person suspected of felony must a warrant to take him / Mar. 105. If a private person with authority attempts to take an innocent person on suspicion he takes his life in doing so he is not justified / Tost 315 2 Mc 707. 523. The officer may take a life of a sworn prisoner if he can otherwise prevent his escape. To prevent a rescue he may take a life of rescuers or of prisoner if he aids or his own rescue. / Tost 243 2 Mc. 503. Letter if a prisoner is passive in 9th case.

Homicide is also justifiable when made necessary or prevent or counteract any forcible or atrocious crime as murder or burglary. But a person is not justified in taking the life of another to prevent a crime not forcible 4 Bl. 180. / March 105. Reading / Tost 274. 522. Wall 2. 492. But homicide is not justifiable in defence of ones property nor to prevent a bare trespass on ones person. To where 4 person of violence . Hence exchangers of life of a person unjustly condemned on ones person is justified Tost 273. Cro. 2. 598. 4 Bl. 90. I. 45. / March 105.

Homicide of a life of another for a mere invasion of property or offence or in gen. manslaughter is not murder it is not justified. If an officer should break a door to a window in a civil process y commits the life of a person in defence it is homicide to any one so doing / March 105. 4 Bl. 189.
And it is a general principle of law that, when a crime is attempted with force, and it is reasonable to suppose it may be resisted with death, if opposed by the offender.

A husband may in defence of his wife kill another; if he is justified in the same sense as when he would be justified in self-defence. So of a relation of Person a child, and a woman may kill another in defence of her chastity. And any third person may do so like wise when an offence committed is forcible and capital. He is justified by permission of law. 14 R. 491, 69 105 271 40 18 A 187 71 137 111 18 187 05 71.

According to other opinions, justification of homicide must be specially pleaded. Thus, if it must be proven in or under a great issue or not guilty. 1 Ch. 105. It is a general rule of relations at what amounts to a great issue cannot be specially pleaded. 1 Ch. 487 5 Bac. 585. 5. Justifiable homicide occurs no punishment whatever. 18 B. C. 182.

2. Executable Homicide. The diff. between unlawful and justifiable homicide is that former is unlawful, the latter venial. Executable Homicide is of two kinds. First, Homicide by information or mistake or ventive. Second, Homicide in self defence or in defendendo, e.g., a thief to prevent theft. There it is to prevent death, it is justifiable. Sec. 111 49 187 71. When to prevent great injury it is executable.
Homicide of a first kind is purely intentional. The wrong kind is committed voluntarily, but is excusable from circumstances at issue. 1 Hov 271 3 Buc 576. 4. Homicide by misadventure happens when a person intending to do a lawful act, with no design to commit any wrong, involuntarily kills another. But if the act of a person intended to be done is essential to excusableness of an unlawful act, it does not excuse him. If a third person should whip a horse on a thoroughfare, it was villainy to cause him to run upon another person. If the horse should kill him, the act was treasonable; but does not excuse him. The person riding the horse is guilty. It is said of homicide by misadventure — but I do not see how — that it is supposed to have no common of yoke of horse at all.

If a parent or moderately chasings a child should accidentally kill him, he is guilty of homicide by misadventure. Stoa Schol. Master 4 Bc 136. 1 Hov 113 3 Fos 162 2 Com 51 5577. Kent 52 1 Mot 287. If an elder expectors corporal punishment on a child, be ordered to beat it in certain place in a proper manner (though accidentally killed him, it is excusable). If a beat if a punishment is administered in an improper manner or with an improper instrument. 1 Hov 111 3 Kent 52 1 Mot 100 5577.
If death accidentally ensues in consequence of an unlawful act, it is malum in se; if offender is guilty of manslaughter at least he is guilty of murder. But to subject him under such an unlawful act must have been malum in se, not merely malum prohibitum. 2:150 12:183

Rule 1: a person may be tried for murder if he kills a
ing is merely homicidio. The unlawful act was an intended felony, killing is murder

1: Hare 128: 7. If one person accidentally kills another in
execution of a malicious purpose with intent to injure him, he is guilty of murder; generally by
act of a kind that, in its consequences tends to kill. 3: Hare 117 4: 193 193. 113. 114. This is the
principal if he who makes an unlawful attack upon
adversary’s security or another, maliciously or
death ensues, is guilty of murder.

Again if one doing an idle act, i.e., must$m^+$
endanger life of some person by death ensues it is
slanderous. The want of malice makes it manslaughter.
only 1: Hare 112. 110-23: 30: 25: 183.

But if death accidentally happen in consequence
of any lawful act, i.e., it is excusable homicide.

Homicide is excusable in self defence. If one should take life
of a person in consequence of an unlawful attempt
of y person to kill them it would be justifiable hom.
According to some opinions when two persons are engaged in a sudden affray, if one takes life of the other, it is excusable whether the offender was aggressor or not. This rule is clearly not 2.

*To excise y species of homicide it must appear to have been y only possible or at least probable means of preserving himself from death or at least great bodily harm. For it is not to be understood of an assaultant may be killed by one assault 4 Bl. 184, 51; Hawl. 105, 113; Tor. 773; Ec. 12; 2; McH. 20, 583.*

When homicide is committed to preserve oneself from death or great bodily harm, it is excusable. Rule 2. If two persons are fighting for mastery, when mortal blow is given, homicide is manslaughter. This supposes if y party slain is y aggressor or y both are equally faulty. None of them endeavors to decline combat but kills his opponent to defend himself from death or great bodily harm, homicide is excusable 4 Bl. 184; Tor. 277.

According to some opinions, aggressor when pressed and endeavoring to escape may himself kill other to preserve his own life. Not Law. For y death of y other is occasioned by his own unprovoked act or y beginning 3 Bac. 877. "Murder" Ec. 113; Haw. 165; 4 Bl. 185; Tor. 776, 803; 105.
If one person having struck another with malice
or sense of fear flees from one who pursues and
hastily runs to save his own life kills by pursuer
it is murder. Nee 55, 128, 19 Nov. 13, 113. But if both par
tics agree before hand to fight & one of them finding
himself hard pressed or endangered kills another he
is guilty of murder. This rule holds of slaves
Nee 129, 5 45 B. 1551 Han. 112, 114. But when agree
ment to fight by fight itself is continuos & a duelist
obtains the homicide would be 2nd degree
Han 112, 22.5 1 Nee 117 1 Hale P.C. 59, 475. The sus
sence of y slayer is also guilty of murder 1 Nee 124
40 B. 109 3 J.B. 505 1 Hale 448

The excuse of self defense for killing extends
to all civil & natural relations i.e. the slave for
instance may justify a killing for an assault on
his wife as it had been committed upon & on his
40 B. 151 3 J.B. 508, 575 Nee 197,9 So of Parent & Child
But any stranger may excuse homicide to prevent
any capital or for-cible crime Nee 81 1 Nee 125

A person killing an Officer who attempts to arrest
him officially is not excusable even if the officers act
ment was irregular or illegal, for it may be done
without any apprehension or face of y second vent
Hence y person killing an Officer is guilty
of murder 2 Mo. 7, 128, 10 55 77 2 455
No one can excuse a killing of another by pleading self-defense, and it was in self-defense only that it was done by giving it a colour.

A special plea of self-defense would amount to excusing the act. *Rex v. Th. is never actionable. *Nancie, 15 Sh. 2; 253; 1 Hale 478.

The punishment of homicide is said to be ancient, punished with death. *Note 48 C. 185; 1 Pard. 14; 22 S. 1. The punishment seems to have been ancient, a loss of life, and not of real goods. *Nancie, 15 48 B. 185; death is punishment.

*Note 22 S. 1. 53 B. 9; 11 S. 1; 1 Hale 58; 48 B. 185.

*3. Felonious Homicide. This is a killing of a human being without justification or excuse. *Nancie 402 48 B. 185. Homicide is killing one who is suici
died and commits it, not the law to the death, not to the deliberate want of an excuse to his own life, and does any act perniciously or maliciously or with such a cause, is an act of murder, or is he in slaying another person, murtherously, is killed by his own hand. *Note 1 Hale 418.

If you request another to fight, he is not a felon, by act alone.

A former is not a felon. But a person to be a felon, he must be killed like another, or else the punishment is a year, and a day. 48 B. 185.

*Pard. 1 Note 189. 90 1 Hale 102

The offense of suicide admits of accomplices before a fact, except only 48 B. 185. So y. speaker, *Nancie 103 257; 1 Hale 418.

The ignominy of suicide, impaling, &c. was taken away by St. P. 4, 1873.
The second kind of Felonious Homicide is killing another person by a may be either with or without malice aforethought, or malice in the sense. So there are two kinds of Felonious Homicide: Manslaughter 2 (Manslaughter), the difference consists in its being committed with or without malice aforethought. Bar. 115, 116. 30-30. Malice as used in this case in all other cases signifies any unlawful or wicked motion whatever; any evil design or malice. Tost. 250 4 Bl. 108. 9

Tost. Manslaughter, is y unlawful killing another person without any malice express or implied. Hence on an Indictment for Manslaughter y prisoner is charged not with having killed y person with malice aforethought but of y fury of his mind" 4 Bl. 191 1 Hale 400

It is either voluntary or involuntary. In Manslaughter there can be no accessories to any fact, for there is no premeditation. But there may be after a fact. 1 Bar. 115

1 Voluntary Manslaughter. If two persons fight together on a sudden quarrel and one kills y other y homicide is manslaughter if they agree to fight immediately, every y agreement into execution done is killed. 4 Bl. 191 Tost. 297. Keel 115, 134. 5 1 Me. 25 25. This case is essentially different from a duel fought by previous agreement. In such case there is time for reflection. The killing then is with malice aforethought. It is therefore Murder. 1 Bar. 112, 224. Keel 50. 131
If a person attempting to save others who are drowning on a sudden alarm is killed by one of them, it is murder provided in party were not taken notice of; and intention of a nasty sten was to set an end to a dreadful situation. But if be gave no notice, the other was to separate ye 2 if a party doing supposed himself an object of attack in y party. Seen it is only manslaughter. Tit. 2. 310. 2. 6. 516. 2. 162. 507

It a person greatly provoked by another because as by pulling his nose immediately kills another by killing is manslaughter, i.e. when killing is assault are continuous acts. But if assault have elapses for a passion to separate between an insult and killing, y killing would be murder. Reel. 13. 6 17. 50. 1. 2. 117. 16. 25. Tit. 2. 198. 204. 316. 207. 49. 507. Reel. 212. But even on a sudden provocation if y party kill y insulter instantaneously in such a manner as manifest an intent to kill in a great bodily harm, a death ensues it is murder. E.g. Tying a boy to a horse tail. Cro. 2. 181. 1. 2. 120. Reel. 117. Tit. 292. Wms. 11. 564. 5. 484. 590.

But in speaking of provocation it is necessary to determine between mere words or provocation doth acts of indignity if are such a reason to such an action, but this necessity of mere words without actions or a more breach of promise, or in one less pass or in case. 1. 2. 124. Reel. 130. 1. 5. Cro. 2. 170. Nov. 17. Tit. 290. 310. 504. 7.
If however on a provocation given by mere words it appears from y manner of beating, or y party only intended to chastise without any intention of ill will, y killing would be manslaughter 1 Hale 455 2 Hale 145. 3 Torr 901. 4 3 D. & 3. 503. 6 2 W. & 3 W. 592. As upon an affray between A & B y friend of A intercepts suddenly & kills B y 2 friends is guilty of manslaughter 1 Hale 145. 2 It is licit for y interception is supposed to be sudden with malice present 3 Hale 315 4 3 D. & 3 W. 592. 5 2 W. & 3 W. 593. However in cases of y 2 kind particular circumstances might alter y case.

Manslaughter on sudden occasion, differs from homicide in self defense. In y latter case there is an apparent necessity in y killing for ones own preservation. In manslaughter there is no supposed necessity. 4 3 D. & 3 W. 593.

As to involuntary manslaughter 2. As y term import is always unintentional. But ensuing upon some unlawful act malum in se 4 3 D. & 3 W. 593. 1 Hale 111. 2 Torr 258 3 2 M. & 3 P. 534 4 3 D. & 3 W. 597. If ensues from homicide by misadventure in y 2 2. y 2 latter ensues upon a lawful act 4 3 D. & 3 W. 530. If death ensues upon an act 2. if is merely malum in se no

homicide y rule is y same as y act were unlawful i.e. y homicide is by misadventure 2. Act of Injury 3 Hale 257 4 3 D. & 3 W. 530. If one accidentally kills another when engaged in any race, &c. or dangerous sport it is manslaughter. These are unlawful acts 4 3 D. & 3 W. 592 5 3 D. & 3 W. 593.
If an act in itself lawful is done in an unlawful manner for here under its circumstances an act is unlawful P. 442 40 0102 1 Rev 111 36 44
1 Mace 2 72 5 22 20 2 1 Mcn 11 385.5 x or y unlawful act is Trespass only y bills re is manslaughter if y Trespass it is Murder 4 80 102 le

C. Elenguable seige  et seq. not Criping is first instance But if offender depic sort al his gods Lekatos Lio burned in y land he does not perfect his land because not bast able 00 19 7 27 0 1 335

In Count it is treasoned in at wher vol with forfeiture of goods chattels y x State y lib-
pino y branding y divibility to dine verdict over
It invol. not within our St. What at C.D. was volunament manslaughter is in Count but a mis-
demeander Decided in M.R. July 7 1800 Ear-
ns (Bowers) But volunament may still be treasoned as at C.D.

G. Murder

This name was anciently applied to asent
killing another for ex. a victim of the daw-
ly inhered are deemed 4 36 97 1 1 Rev 117 led
121 4 3 1 ace 551 Murder is not described thus
When personal sense mind x abstraction unlaw-
fully kills any reasonable creature in being x
under one heat with malice afore thought even
or inkind. It is unlawful killing of another
et a malice foreseene Rev 115 17 4 8 19 15
The difference between murder & voluntary manslaughter is, in the latter proceeds from sudden passion, in the former from wickedness & malice. 

6:20.25 "Unlawfully kills another." Unlawfulness arises from killing without warrant or excuse. It must be actual killing assaulted with intent to kill; is a misdemeanor or only, the former murder. 1:14, 2:5. 4:6, 15. 9:15. 55:4.

Not only directly & visibly taking away life, as by blow or stab, is killing. Being definition. But any act of h. a probable consequence is death. Thus, eventually, occasional death. A wicked deliberate rate, is Murder. Ex. Poisoning, starving, killing, etc. 4:56, 190. 1:15. 8:13. 9:12. 2:16. 5:4. 2:53. 2:54. teach. 141. For Ex. See 1:14, 2:15. 4:6, 191. 1:15. 115. 149. 4:6, 197. 5:41. L. 5:45. 1:141. 3:15. 55:3. 5:46. 5:83. 2:15. 157. 5:50. 3:51. 4:51. 141. 4:16. 197.

Lest so in some cases where actual notice is by another or se, one incites a madman to kill another, or causes poison to a, a, d as it, he, and 7:14, 49, 3:6, 1. Or by dearness of imprisonment, consents another to accuse an innocent person who is condemned to death on false evidence. 1:14, 49, 3:6, 157. 159. 1:15. 114. 115. 1:15. 115. 5:47. 3:60. 3:6. 5:7. 3:60. 3:67. 19. 1:15. 5:5. Whether bearing false witness with intent to take away one's life, is such a killing as to amount to murder. E. L. provided y innocent person is condemned & executed. 4:44. 5:45. 1:15. 119. It was by h. or its punishment, were it, 5:50. 48. 5:41. 4:51. 159. 5:44. 1:15. 119. It is by h. 4:50. 154. 48. 5:41. 4:50. 154. 48.
If a Physician he gives a potion which kills it is homicide by misadventure only. But it has been held that if the person be not a regular Physician he it is at least manslaughter. See Dec. 4 B 107 4 Inst. 257 Hale 430 3 Bac 352 1 Hale 131

But no person can be adjudged to have killed another in 2. unless a death happen within a year 2-2 days, in working 2. the whole day on at his trade mortally 4 first 28 119 3 Bac 665. But if he dies within 2-2 time it is no excuse for another if he might have recovered if he had not been neglected. See Dec 1 Har 119 3 Inst. 55 2 Hale 176 1 Hale 125. But if a wound or hurt be not mortal by poesy is killed be a remedies used to not be a wounde it is not homicide but 2 fact must appear clearly 3 Bac 658 1 Hale 125

A person indicted for one species of killing cannot be convicted by err of a totally distinct species 2. Poisoning for shooting he Secres when they differ only in circumstanse 2. Wound given with an axe, club, he but alleged to have been given with a sword 4 H 190 3 Inst. 319 2 Hale 145 2 Mon. 190 42. 2 196 96. 07.

X

But if several are indicted 2 as giving a blow 2. Suppose one aiding 2. ex. 2. B gave 2 blow 2. 2 was aiding he will maintain 2 indictment 2. Hale 437 1 2 182 9 60 87 112 4 60 42 6 (H 98 2 Mass 3 241 5 339) For both are guilty as principals
The treatment must also be proceed with care, as a mortal wound or bruise (which 1st
i.e. I suppose whereby means employed are violent) lessen the probability of recovery I
conclude.

"A reasonable creature, in being and under
peace," fleen's. loustras are within yre and
felling any person whatever except an action
enemy in time of war may be murdere.
48, 197. 8. 9. 7. 3. 4. A. 3. 5. 8. 1. 1. Flae-
121. All others are "under y peace."

Killing a Child in wintre sa mere is
great misprision only— not in aroem
matmara for y. 2. sorprise 5. Bae 0. 5. 5. 4. B. 198. 1 4. w a-
121. Misprision is a high thence under y
degree of capital but clothinge upon 4

But if y. Child be born alive after vary
more of y. wound de nne— in "wintre sa mere" it
is murder by y better opinion 4. B. 198. 1 4. w a-
141. 5. B. 5. 5. 0. 1. Flae 4. 2. 5. 1. cenola. But y dead
must be within a year & a deay 48. 29-

"Reasonable" in y definition means
reasoner I suppose— not "having y. faculty of
reason"— moner— idiotic or with a dana
meaning— Inciter of a moner to kill him
self— quailte of murder as principal 1. 4. 1 3
1. 1. 48. 1. 4. 3. 8. 8. Some count its another to kill a bale in
wintre sa mere, born it is killed in wintre to
be is accessory— y moner 1. 4. 1. 5. 1. 3. 38.
1. 3. 35. 1. 21. 1. 2.
By a 21st day of June, there was a bastard child found dead. The deacons of the church, after discussing the matter privately, came to the conclusion that the child was born dead. However, it was born alive. The dispute arose from the question of whether a child was born alive or not.

The construction given to the word "born" makes necessary the consideration of the correctness of the birth. If a child was born alive, it means that the child was born with all the physical characteristics of life. If a child was born dead, it means that the child did not survive for any significant period of time after birth.

Malice aforethought is expressed or implied in a murder. It is the intent to kill, or a deliberate intent to cause death with a particular malice. Malice may be express or implied, and in either case, it must be shown that the defendant intended to kill the victim.

The court noted that mere facts showing a desire to harm or a desire to kill are not enough to establish malice. The court stated that a desire to cause harm is insufficient to establish malice.

Malice must be proven beyond a reasonable doubt. The court stated that mere intent to cause harm is insufficient to establish malice. The court noted that mere intent to cause harm is insufficient to establish malice.

The court concluded that the defendant had no malice aforethought and therefore, the defendant was not guilty of murder.
2. When one kills by an act which indicates enmity to all mankind Ex by shooting into a crowd 400, 900, 200 Test 287 188, 200 368. 200. Distinguish not well taken by Blackstone 4 Vol 149, 100. Express malice seems to me to be at the point of fact concurs with a act of killing simplified, yet so concurs only by implication of Law. 1 Law 122 Ex. 1. Discharging a ball with intent to kill or hurt S. J. or however it may strike 2. Doing same act with intent to kill or steal an ox.

So in y case of deliberate dwelling it is express 1 Hare 137 1 Per 3 86 7 Kel 129. No excuse y party slain attacked first or it he did not intend to kill but disarm—y deliberate design is express malice 8 Bub 171 1 Hale 452 8 4 BC 199 Kel 271 8 East 581 Test 295 7 1 Me n. 568

So y seconds of pty killing are guilty of murder, by express malice 12 according to some theory of opposite pty theuy 4 BC 199 1 Hale 127 1 From 57 1 Hale 458 457 giving a challenge is at l k a high misdemeanor 3 East 581 y y punishment is prescribed by it.

If a person upon no provocation or a negl one suddenly attacks one w a, killer, it is murder by malice express Kel 87 50 129 127
To so cruel and vigorous an act in such a case is ev. of hardened and deliberate malignity towards accuser 1 Har-124 For-125 Bk. calls it implied malice 4 BB 200. It seems to be express so generally if even a sudden great provocation one beats other in a cruel unusual manner I kill him. For murder see express manslaughter 4 BB 199 Ex. Bk. of Bow tied to horse's neck 1 Har-454 473.4 helb. 1 Har-126 Ex. C. 181 Psalm 545

So if on a sudden quarrel he who kills seems to have been master of his passion at y time it is murder by malice is express 1 Har-123 hel5 5. If one committing breach of peace as by fighting be suddenly killed an officer of a prede the attempt to suppress it, he is guilty of murder 1 Har-127 hel 68. 9. Mc. 125, 509 etc. 575 33 Inst. 52 4 640 96. 68. For-308. 310

4. If a private person acting in aid of y officer; or if no officer be present hel 56, 117. But if the fact of y interference must be made known except in case of an officer known to be such acting with in his district, see only manslaughter 1 Har 127 For-125. 811

2. Malice is implied, when y killing is in consequence of an unlawful act, intended altogether or principally, for some other purpose, than y of killing y person slain 1 Har. 111, 126 4 BB 200. 1 ex. One shoots at a fowl with intent to steal, kills a person accidentally for which he kills B; or uses s. to drive 4 BB 200. 1 Har. 126 Bk. 111. 117 1 Har 454 474. For 37 Nov. 1873 Bae 557
But y intemate act must be a felony. Sec'sy killing is regularly manslaughter & Bac 05/77 Har 112, 113, 125. 8, Kel 11117, 4 Bl 153, 192. 3. 

Rus. gave his to a poisoned apple, to kill her - she gave it to her child, declared it - not by hereli - implied malice! Har 126, Bl 473, 3 Bl 51 4 Co. 81 See 55 6. Har 433, 441, 467 2 Mc 205, 545 
Fort 261 Kel 111, 2. Ray 05 81

But when one kills in consequence of such act as indicates enmity, malice manca - not to declared in particular - it is express & may 
be shooting into a collection of people & killing one, Be 119, 550 2 Mc 205 4 Bl 552 1 Har 115, Har 
472 3 Bl 51, 57. Fort 207, 2. There intent concurs with an act of killing - in the being to kill any 
one whom a ball fired at stroke.

If one kills an officer in a struggle to escape from a lawful arrest, it is murder by malice implied. Design was necessarily to escape not 
to injure an officer! Har 120, 5, 50 150. Har 9, 3 Bl 29, 185, 805. So the officer did not inform for 
what cause he was about to arrest - If the officer (if he was a citizen & did not show 
his warrant before hand) Har 129, 80, 200, 58 
Fort 137, 311, 12, 18 2 Mc 8, 280 405 2 Mc 72, 57.1

All homicide is presumed to be malicious unless probate or is accused 4 Bl 201, 9 Bl 57 5, Fort 
205 1 Har 124, Kel 27, 111, 2 Mc 21, 54 6
Therefore, all homicide is murder, of course, unless it is justified by command, or permission of Law, 2d Exempt on the score of necessity, use of resistance, or 3d, killed in self-defense, by one either provoking or causing some unlawful act, not amounting to felony or occasioned by some sudden violent provocation. 4. 36. 201

If several are engaged in a premeditated unlawful act, and one of them in execution of his own design kills a third person, they all are guilty of Murder Secus, if the killing is not in execution of a common design by others, do not aid or consent to it. Then a Slayer only is guilty. 4. 36. 201. Test. 357

Punishment of murder is Death. Original, la Cleroyalle. - To at unlicensed offenders only, were bound, and 4. 36. 201, 2d Law 450. Nov. by 3. Eng. 384. rex. 28 Hen. 8. Law 465. D. M. Clergy is taken away from murderers, any other persons may suffer. Council. 4. 36. 201. 2d Law. 483. q. 381. 3 Inst. 53. 2 Hall. 399. These sl. seem not to extend to accessories after the fact. In Court, it is nearly 3. 5. Judgment he be charged be a mere non. he is found 2. Law. 381. 2 Hall. 399. 3 Inst. 31. 24. 4. 36. 305.

A woman condemned during gestation, if guilt with child, executed or respite, till her delivery. But 5. 10. 2d Law. 478. 4 Inst. 395. No respite for not bringing; or for judge being delayed. 2. Law. 381. 2 Hall. 413. 466. 395. Respite for 92 cause can be had but once. 2. Law. 381. 3 Inst. 478. 5 Inst. 3.
Execution is not complete till a conviction is first, or revivable. If not, the cause is again tried. Former hangings being no execution. 46 El. 4 27 Hali. 44 El. 42 Hali. 455. S. Finch 407.

24. 26. When one murders an officer, endeavoring to arrest him, the prosecutor is not bound to show y. y. declared was an officer, otherwise unable to prove the act as such. 46 El. 438 22 Hali. 455. 24. May not t. prisoner prove y. y. accused was not an officer?

I trust he may. The mere relates only to y. proof necessary to be advanced, by y. prosecutor.

Petit. Treason

There are certain instances in which murder, being more atrocious than ordinary, is denominated Petit Treason. It is indeed no more a murdor in its most deadly form & degree 46 El. 202. 4 Test. 107 324 385 et L. Many offenses were called petit treason, et h. are not now. Ex. 8icularly a subject Grandjouisons discovering a kings council. 158 attempts to hide her husband. 1 Hali. 3 6 El. 4 20. 1 Hali. 377 382 54. Safe 4 140.

This by 47 El. 32 328 no offense can be petit treason except in the following. 1st when a subject kills his master. 2d. et nec. 3d. 52. 52. Ex. 3. E. B. E. C. a. Grandjouisste his prelate. 5 Bar. 14 46 El. 203 1 Hali. 12 2 Hali. 474. 5. Called Treason by reason of y. violation of private allegiance. In addition to murder. 46 El. 203 1st Test. 107 324 0 50.
If a 42. procures a stranger to murder his hus.,
being himself absent, at y time she is accessory to murd.
only - But if a stranger because his wife to do it
she is accessory to petit Treason 5 Bac. 142 3 Inst. 20
139 1 Bac. 24.5 1 Hare 132 By. 128.382. For y nature
of y accessory's guilt follows y of y principal
1 Murder of one mistress or Master's wife - petit
Treason tho not within y letter of 25 Ch. 5 Bac. 142
3 Inst. 20 Plow 86 1 Hare 132. One of the few instances in
which Penal Statutes have been extended by construction beyond the
letter.

To murder of one she has been master, personal
ice conceived during a service is petit Treason - because
in execution of a Treasonable intention. Hare 132
1 Bac. 200 1 Ch. 99 5 Bac. 42 4 Bac. 211 Murder of a Ta-
tice a Child not dead Treason unless y letter is
be reasonable construction a Treason by Serv. to
Father 1 Hare 181 2 9 Inst. 20 Hare 380. Originally
Reasonable - Taken away by 12 Hen. 7. From elders
election 2 Councilors to 23 & 3. 425. We. 491. to take
it away from accessory, after y fact. 4 Plow 204 5 Bac 141
1 Hare 133 Punishment, in eagle male to be drawn by
glance to a hanged - Female to be广大 de 3 hanged
1 Plow 204 Hare 389 2799 3 Inst. 3 1 Hare 183 20 681
On an Indictment for petit Treason y pris. may be con-
victed of Murder Leach 399.
C arson

C arson is y malicious; wilful burning of any
or any house of another 4 Bk 220 / 1 Sca 555 / 3 Sect 10
or 2 Bk 175. Not only by base dwelling house, but
all out houses yare barred of it (i.e. barns, outbuilds
or homestead as barns, sheds) he may be suspec
arson 4 Bk 221. So a barn filled with corn is within
y definition. For not parcelle 4 Bk 221. Burning
frame of a house is not arson; because not within
meany of houses 1 Bac 105 / 1 Sca 535 / Sect 105
3. Burning a prison is arson; being a house of
Corporation v/h. omn 1 Sect 105

Arson may be committed by burning one's own
house 12 Bk 105 / 14 Sect 195 - in consequence
of it - But here offence consists in burning y cattle
4 Bk 221. For if one resides in ye or possessed ym year
only of a house standing at a distance from all othere
en barmd - not arson 1 Har 165 / C 297. / Anson
Sect 110 / Leake 217-19

And if one so seized as possessed in Town gives
his own with intent (revident) to burn another's he actu
ally burns he can only - not arson 4 Bk 221. So of ten givn
year 6 year. But if wilful passing of town on house in
Town is a high misdeomenor; incensus, fine, imprist
pelony, 1 securitie per court be labor during life 4 Bk
111. The Statute 18 Bk 2 not to for arson held other 29
Bk 219. 235 / but for the misdeomenor.
A landlord or Possessor burns his own house while in possession of the tenant. It is arson.

It is mere Trespass, unless it is substantial damage, and is arson. If the damage is

Burning, what? When a bare intent to or an actual attempt, be applied, or is a burning

Burning, must the Malicious be so.

Burning is a Trespass — burning. There is no negligence or accident.

Burning is arson; and one intending maliciously to burn his house is also a

Burning. For a felonious intent, 1 H. 5. 107.

It is a C.L. felony punishable with death —

Burnt to death in y reign of Ed. 1. 1483. E. L. 222. 3. Not

Lifegable. See 486. 1. 38. 3. 81. 1. 503

Baker deriv'd it to accessories before the fact by

475. 1. 2. 48. 1. 222. 3

For y Charge, L. 6 of arson, as of theft or larceny

C. L. See 48. 1. 222.

** But it seems to have been entitled to Clarity by Stat. 25. Edw. III.,

but was relaxed, first by the Stat. 21. Hen. 6th, which was repealed by

Stat. 15. Edw. 6th, was renewed again by the Stat. 2. Eliz. 2.
Burglary

This is an act of breaking and entering into a mansion house or room, in the night season, with intent to commit a felony. 4 Bl. 214  B. N.S. 1 H. 5 1869

As to Place: Seems not absolutely necessary, if breaking should be at a mansion house; either at a town, or a Chasteel. 2 Bl. 486 2 H. 142

The insertion of a manseion seems indiscriminately in a indictment. Money breaking is of a private house. See 1 H. 192  B. N.S. 1835. The term "mansion house" includes all out-buildings that are part of the main concern. It is, indeed, being protied to be a capital house. 4 Bl. 215 4 H. 133  B. N.S. 1864 2 Black 532 1387

The Chasteel seems to be a portion of ground which is enclosed within a house by one common fence, or connected with it directly by a fence. 2 Black 442. An out-house 5 feet distant generated by another house is not within or connected by any fence enclosing itself. Aaddock's not writing "chasteel" 1 H. 163 2 Black 148 1 H. 335 1188

Room, or lodging in a private house, if the owner does not lodge in it, or if he enter by a door, outer door, is a mansioin house of a lodger.
Some, if chance lodges in it 2 exits, they same outward door - here there is but one mansion-house of of a score 4. BC 225. 1 Hall 555, Cow 2. 2 sec 53. 1. ded 83. 4. 1 Har 153. 4. En. 117. 19. 2 the 190. 130. 85. 1. 278.

An uninhabited house can't be the subject of burglary, if it has a shop in within his miscella, let it be B. to work in, who never lodges in it. burglary can't be committed in it. it is not after mansion house being severed by lease; nor this for hene, or lodges in it. 4 BC 21 25 - 220. Secs. if y never lodged in it or if it were not leased by govern 1 Har. 155. 8. 175. 9 32. part in 1550. 20. 2. 25. 8. 15. 23. (Proverbs 18: 46. B. never in if it would there in burglary.)

A house in wh. sometimes on resides, the last for a short season his hire reversine - is a mans - house. this none is in it at y time 4 BC 225. 1 Hall 555. 1. Cow 2 77 1 Har 152 67. 2. 67. 46 46. 40. 1. 19. 46.

So a house wh. one has hired to reside in, that part of his goods into, this mot lodged in 12 46. 10 3. 2. 17. The house of a corporation is not in definition; anyone of its officers living in it. Mans. - house of y corporation. 4 BC 225. Leach. 1. 1. 2. 9. 8 1. 153. 5. 19. 38. 0. 1 182. 35. 1. Not committed in a Text. or booth - temporary - it is a tabernacle (1 192. 335 4 BC 225 1 Har 154. 1, 2. 154.)
Secured in Court, y-y called a vessel, containing goods, may be subject to seizure. Need not assume! Good Court! St of Bureley

It is essential y-y namely, the owner or occupier of the house be involved in the indictment. Each 24th

"Night-Season." Formerly it meant to commence at a time between sunset & sunrise 4:30 AM & 5:30 PM. But now y form includes another time between evening & morning twilight. 4:30 AM & 5:30 PM. Cannot be connected during twilight.

It is said if there is so much evening or twilight, y-y once observation can be clearly discerned. "Not meant season" without reason. But it must be evening or twilight. Not moonlight.

As 5. Manner, both breaking & entering necessary — need not be at y same time. Breaking one night & entering on another see 4:30 AM & 5:30 PM. Break 1420. Breaking need not be in person one house door, but can be breaking or taking out a panel glass, picking a lock, opening it with a key — lifting a latch or loosening any fastenings 2:00 PM & 2:00 AM.
To coming down chimney, go it a common, closed as
naturally hang will admit. Breaking facades or a
house as cupboards, chest be not as in any definition
Sed. Test 1034 Hec 31 Hael 527 2 M. 451.805. By 
opening a corner door, not breaking with any exception. 
Sed. 103.2. If breaking outside, he breaks the new inner door of a room
but such 4 Be 120.1 Hael 323 I. Slew 159 Hec 57 109 M. 801.2. This last is breaking a house — breaking y chest be
is not.

Whether breaking out or partly having entered with
intention without breaking, or being in the owner's permissi
sion, is a breaking within a definition at l. l. in M. See
consecutive 4 Be 47 Hael 554 Be St. 47 Ann. declared to
be in Bac 333 4 M. 44 Hael 107. By breaking lodgings,
See int, se. He it being in a house, let sup.1, without
a previous intention, he commits a felony, he breaks out
doors, in both cases it he goes without breaking 1 Hae 100

Entry merely to stand with intent to enter
is burglary. To being let in under pretext of
new letter standing, or procuring any officer to enter
under pretense of searching for breakers, he steals
there is a breakings, or obtaining being occasioned at sup.
Law not thus to be evaded 4 Be 125.1 Hae 107 Hec 1
52. 44. 83. 82 Hael 552 3 Slew 164 Bac 333

To a lodger enter his master's chamber door
with intent to; or a lodger in a private house or inn, when
he enters any door with intent to, he is a burglaryous break
ing. Entry of a mans 2 house of master or occupier
4 Be 47 Hec 57 1 M. 4801
"Burg." The last entry with guilty of past by
instruments or weapons, as
nearly the key - in the garden - buzzer
some entry 1 Bac 107 1 Val 105. 1 Bac 105
1 Bac 334 1 Bac 105 1 Bac 334

Bac 107 1 Bac 334 1 Bac 105 1 Bac 334

Bac 107 1 Bac 334 1 Bac 105

In an instant for breaking & stealing, Del.
may be acquitted of breaking or convicted of steal-
ing, Leach 8, 41. If several join to commit a larceny
some of them stand at a distance and while
others break, they are each guilty of breaking &
1 Bac 334 1 Bac 334 1 Bac 334 1 Bac 334 1 Bac 334

With intent. To constitute Burglary, there must
be a felonious intent - Success of breaking he care
a more Bac 10 Bac 334 1 Bac 334 1 Bac 334 1 Bac 334 1 Bac 334
Such a case involves the murder of Mr. T. Fel. — the not
C L. C. Pape — for a St. Fel. has all properties of
a C L. felon. 11 Har. 1874 488c 225 35 45 7 1 Bac. 336
No necessary of intent should be executed — intent
alone must. 56 6 2. To intent of jury are to judge. 4 Bl.
177 8 1 Har. 1874 1 21 5 49 2 358 Test 107 6 Har. 1852
1 Bac. 336

Unless one has been acquitted or an indictment
for breaking a house by, l stealing of money or cell, he
cannot be indicted for a same stealing, l stealing of
money or cell. But for that he may be Ac. 30. 52
2 Har. 527 For a breaking is a crime in both cases, focus
on Stealing

Penalment — Burglary is a Felony at C. L.
but Clerygall Bees or punished with death, Clerygall
being taken away by 1 St. P. 12 258 662 — also
taken away from accessories before effect by 17.
324 7 251 M. 488c 18 1 Har. 1852 1 Bac. 354 1 Bac. 336
Decided in Court of Burglary, being an offense
at C. L. may be prosecuted as such by 2 St. only de-
dering Penalment. 127 9 1 Pde. Court, St.
Larceny

1. Larceny or Theft; Lucas: 1 Talmie
2. Talmie

Talmie is a lesser theft, unaccompanied with any aggravation. Mixed, or compound, includes in it aggravation of taking from one's house or person 4 Belden 4 Mack 134

2 Talmie. Larceny is a misdemeanor taking. Talmie being away, of a person, goods of value 4 Belden 4. If they are above a value of twelve shillings, it is a felony. If not, it is a misdemeanor. If value is over or under it, it is Petit Larceny. 1 Rule 500. 4 Port 414. Belden 24. 4 Belden 4. 4 Mack 134. 1462.

If goods above a value of twelve shillings are stolen or several, each is guilty of grand larceny. 4 Belden 4. Talmie under a value of twelve shillings, a several time, of a person, person not grand. 4 Mack 1462. 4 Belden 4. Belden 24. Old Books Cont. Rule 501. Belden 4. Talmie under a value of goods. Hence y mere larcenous, as Talmie is a matter of minor larceny in gen. unless in a mixed crime. 4 Belden 4. 4 Mack 1462. Port 78. Differ essentially in henninment.

"Taking" Gen. Rule of every felony includes a Tres. Hence any party is guilty of no Tres, or taking; he cannot be guilty of every felony in carrying away. 2 Mo. 586. 2 Buda 742. Belden 61. 4 Mack 1462 4 Mack 1462. 4 Belden 78. Belden 231. 12. at a time? next na.
The goods must therefore be taken from y poss' of y owner, actual or constructive / Haw 135.2
1 Ed. 4. 48. 740 740 that a constructive poss' is a right of present possession. Hence if one lends goods to converts them animo furandi; not larceny.

no Tress. but taking is, no se, lawful. So gen from possessed under a delivery to y owner, is not guilty of larceny, it is set in afterwards embazling them to. a Casmer who converts to a Tailor of Cloth. v. 2 Bar 472. B. 4 Bl. 190 Inst 103 / Haw 134.5 Hal 504

In all cases save if delivery to a Tailor he do lacta heldan as gen. Rule. y when y delivery is for a certain special purpose, - owner hearing a right to embazling or delivery, (Leulc. 142) y poss' is in y owner; ergo embazling animo furandi, is a felonious taking 2 Bl. 1779, 1 Bl. 1788 - 1 Bl. 1775. In these cases a mereous intent to steal, seems not to be supposed. But y constructive poss' being in y owner, taking to with felonious intent, is a felonious taking from y owner / Haw 185.5

The Tress, in all cases is not Tress. Goods delivered for sale every day 1 Bl. 1779

Haw 135.2. Leu. 81. 2. Co. 294. 293 - Sec. 100 a st. y gen. Rule last 3a. Leucl. 242. 349 Cy 5 19 Mrs. 585
Here comes another case, with intent to steal, I carried away or troubled; it is larceny. To by ancient rule, by obtaining a bill of exchange under present of discounting, but with intent to steal, I then counterfeited it, &c. Dec. 1853, x 8 12
1 Mac 50. 57, Dec. 8, 95, 131. 99 1. Bac 473. 8 95 108. 9 83 5 89 1 8 1. No word of any, he can take no advantage.

Sess. 2 in L. remains in y owner: [Sess. felonious intent it is said extinguishes y con., or permission:] Ergo y owner attains poss in L. (Mac 82, Nov. 13) For y taker shows his orig. intent to have been, not to take only, but to steal. May 375. 5
1 Mac 81. 2. What need is there of considering a cont as extinguished, where there is otherwise a right to countermand, or constructive poss?

Secus. 2. possession came to be by mo. a was sold & delivered. Here both y actual & constructive poss. is parted with. (Mac 476. 95. 398) "Unions of title by poss. transferred by y terms of y # cont. letter in y above said 2 Bac. 473.

To obtaining goods from an officer with intent to steal, under a Reprieve — or by virtue of an execution, on a judgment obtained by fraud or y court, he is a felonious taking. For a Reprieve & judgment are void. 2 Bac 473. 3 99, 108. 9 49
Ray 175. 1. Mac 1857.
Syms clear even according to the other authorities it is a carrier having carried goods to Yaca, takes &c. Animus ferenda; a taking is glorious. The.no.1020s intent.originally; for a1030s man’s is determined: cetera he is a stranger.  

The is he takes them to a dock-place among the destruction & then emarks for them, animus ferenda. Some reason but 51, 24, 49, 9, &c. in g. case of being teach 35 8. If a carrier opens a bale of goods, takes away part, it is a fleurion taking: because as some say he had the oath on goods. But he is not the man. As containing (Bac 473) He says because of animus ferenda is manifest (486, 290). wish to say because boss or bart, disting. from utmost; is coined to wrong. I have 155, 207 9, 587. The real reason seems to be it 82, 57 72. 9, 6. is all at once in the barker or other, kel 33, 75. 24, 2. There is always a right to countermand. John 3 13, 14, 20, 21, 3 6, 8, 17 9 53, 50, 5, 33 45, 17 26 58 20 101.

One sells a horse to a mistress, by latter order of freely, immediately rides away with him with y vendors consent; no lawsuit - whatever slight intent might be - absolute possession involved. Vendor has parted with his right of poss.
cases at law. A bailed or a bailed & bailed.

The common law, as stated to bailor & bailed.

Where according to a term of bailment.

Bailor has no right to countermand a mere

If conversion the conversion cannot be lairness.

A lease here for a mere conversion in a case.

Lease 10e. 2. 500 v. 2 bailor according to terms.

For one in y case cases not in a fort. 3rd bailment was obtained with intent to steal, It is always Larceny.

At C. L. according to an ancient rule of a

be holden away with goods committed to his custody & possession; not a felonious taking mere case

Wrong-place at least. Merely 9th 11th. It is larceny.

If goods are not valuable, 4065 excess or a prisoner.

under 18. 420. 20. 474. 10. 54. 185.
In what case does reception of stolen goods enter into the crime of receiving stolen goods? If the receiver of the stolen goods knew they were stolen, he is guilty of receiving stolen goods. If he received them without such knowledge, he is not guilty. The crime of stealing is not committed by the act of taking, but by the act of disposal, that is, by the act of receiving the goods. Therefore, if a person receives stolen goods from another, he is guilty of receiving stolen goods, unless he can prove that he had no knowledge of their stolen nature.

In any case, it is a serious offense to receive stolen goods. The law holds that such a receipt is an act of complicity in the crime of theft. The receiver is considered an accessory to the theft, and is subject to the same punishment as the thief. If there is any doubt as to whether the goods were stolen or not, it is always safer to assume that they were, and to report the matter to the proper authorities.

The law is clear on this point. If you receive goods from someone who you have reason to believe they were stolen, it is considered a crime, and you may be held responsible for it. It is better to be safe than sorry, and to report any suspicion of stolen goods to the police or to the authorities.
"Carrying away." The least removal from a place to another, whether it be a corn, a sheep, a horse, or a cow, or whatever is on the one place and is removed to another place, is not carrying away. So carrying away a cow or corn from one place to another is not robbing. It is because a cow or corn is on the one place and is moved to another place.

Raising a ball of wool, on its own, not carrying away - not removing from one spot to another. Similarly, raising a wagon with the help of a man teaches us that a man is carrying (Teaching is teaching).

"Felonious." The taking or carrying away must have been felonious, i.e., within the realm of law. Those without understanding are excused. If a man trespasses on his neighbor's land and takes his master's horse to ride, he returns home, and the neighbor's horse is taken. The neighbor has the right to recover his horse by law. Similarly, if a man takes personal goods from another, against his will, if there was no felonious intent, the contrary appears too.

"Personal goods of another." Things real, in the possession of the real owner, are not the subject of robbing. Land cannot in its nature be taken.
And Corn. cress, apples de growing, or before sev. orange, as the adue to the share held 786.132 Track 108
Bac 70 / Bent 187 / Hark 141 / Mid 89 / Hale 509
32 l.c.e. if. They are several; I carried away by one con-
tinued act, for they never were as movable, by
possession of y owner, actual or constructive. Made
Larceny in many cases by St. Dec. 2, 14 Bl. 233 2 Bac
470 / Hark 142

Treas, if severall at one time a taken away
at another. Whether several by a trick, owner or any
berson. Here when taken the are personal, in y owners
possession 4 Bl. 233 Bent 109 / Hale 510 / Hark 141 2 Bac 470
 Bent 137 Taking root from a living tree, or milk
from a cow animal herandi is larceny, Track 181
2 Mid 111. 593

Reason for distinction between perst chattels
and things fixed to y freehold may be: if as y latter are not
so easily taken & removed, not so liable to be stolen —
argu so severe laws not necessary, as to y? St 142
48 Bl. 232.3 2 Bac 409.470 Different reason. Generally
not so valuable

Taking Charters of lincce, cannot be larceny
it is said, because they relate to y realty, are monuments
of y freehold, I descend to y heir. 2 Bac 470 3 Sns. 109
1 Hale 15.510 4 Bl. 234 St. 1137 Track 13. Yet Trave will
lie for them
The goods must be some value in themselves, and one must have some brags in them. Hence,重要意义 in action cannot at 0.2 be carried—or be valuable intrinsically, but merely by relation to something else. The spirit of God, they use here, is not right in possession of the Holy Land. Pet 4:34 1 Pet 3:7 1 Cor 1:42 2 Sam 4:70—1 Sam 2 Sam 4:70 because they might answer [for] ourselves at the camp, make逼迫 [by] 2 Cor 6:2 (1 Sam 4:70 1 Sam 4:2) no more, if here.

Domestic animals serve nature as they are not tamed or confined cannot be accounted at 0.2. The of intrinsic value Ex. Deer in a forest—4:12 in an open river—Wild geese in y2 natural state [1 Sam 1:5] 4:85 1 Sam 4:71 1 Sam 14:8. Here is reclaimed or confined. I may serve for food. Ex. Deer in a park—4:12 in a

But such animals as are nature as they are not served for food, are generally deemed of no value in law or any subject. Ex. The reclaimed, or confined. Taking them cannot be carried at 0.2. Ex. Foes, monkeys, bears, wolves le 1 Sam 1:43 2 Sam 4:71 8 5:7—10 9 1 Sam 4:235 4:235 yet even in these cases a civil action will lie only taking 4:235

But domestic animals may be valuable to not serving tor-[de], as horses, mules [de dt] these are subjects of carrying—like those who do serve tor-[de]—as meat eat-

Some domestic animals, not deemed valuable, in the law are not subject to Dog's Law; Dogs taking not larceny at all; then it may be a civil trespass 4 Bl. 255 20 201 2 Bree 471 174145

"Of another" Goods of whose no one is the owner at the time of taking not subjects of Larceny by: Treasure-trove, waifs, estacles he before they are seized by a person having a right 1 Hare 144 1 Hale 592 1 Bc 205 Here, at y time, if Book is in dubio; or matter in no one - it may become y poss, or, in certain events be reverted in y former owner.

But thus there must be a prop in some one at y time; yet, said, yt a owner need not be known, by indictment. See for stealing good of a person unknown 4 Bl. 255 1 Hare 144 299 1 Hale 592 But in such a ca. it is said that, at y time, unless y man is prove to be in a stranger, it shall be presume or in y prisoner 2 Hale 290 81 Mod 249 2 M. 830 1 Hare 145 21. 1745 1755 852

Stealing goods of a parish church larceny; y goods of y Parishioners 1 Hare 145. So stealing a shroud from a dead body; it is a gros of him who was wrong when it was put on 1 Hare 145 81 Est 110 12 Bl. 118 Stealing or taking up a Dead body, not larceny but an indecent offence - a high misdemeanors 15 Bl. 793 Punishable, in some civil states, by St. Law
A person may commit larceny by taking her own goods, etc. in certain cases. 1. One heleless goes to a person, dictates to a fghanerer secretly, if fraudulently takes them away, with intent to make y bille receivable, 1 D.C. 145 3 Inst. 110. 2. D.C. 250. 3. If he sends his own messenger, with intent to change the binnace, 4 El. 231.

If by goods are bailed, 5 it seems of a person stealing, there may be indicted generally, as for taking his goods. 1 Ex. 1. El. 1785 at 39.

An indictment for larceny, if a felonious taking is not found, is count exonerat in a special finding, the judge vs. Deft. for a tres, 1 El. 29 Race 17. The two offences are generically clift.

Punishment; Temp larceny - whether Grand or petit, is a C.L. felony - Bae 475 1 Race 69 1 Mad. 149 48 B. 157 2 Bit 19 1 Mer. 208. Grand is a capital felony at C.L. but with the benefit of clergy; in however many cases is taken away, 1 B. 157 2; as in theft stealing, 2 Bae 237. 8 1 Ex. 12 3 Inst. 53 1 Bae. 489.

Petit larceny punished at C.L. with forfeited goods & chattels & whipping or other corporal punishment. 1 Mad. 145 3 Inst. 215 1 Bae 390 4 Bae 237. 95 97. 530 2 Bae 479. not forfeiture of lands, not being a capital felony. 1 Deven, no attainder. For punishment in count, Con. 1st Div. 1st. No distinction in count between Grand & Petit Larceny.
III. Larceny, as all y properties of Temple, etc., rules. Plaintiff a petit three, will apply to at. But it is also accompanied with y aggravation of taking from one's house, or pos-
b-both. It arables involutes e pecuniæ taking a carrying away, plan e Hence goods 48.625.

I. Larceny from y house: This is the more ag-
gravated c e sempis is not distinguished from if at
C.L. either in its gen. nature or punishment. 1
cop. 151 486.238. 240 2. Because it is accompanied with a
breaking of y house, in y night season. 3. As most
essentially: ext it then is not larceny, but breaking
48.624.

But by St. in Eng. 4 sense consequences of
Moria Larceny different from those of semp Law.
in gen. Benefit of clergy being taken away
from 4, former in almost all cases 48.624.
Nov. 151 1 588. 94. 91. Tert. 75. Leach 910.
In court, not distinguished at all from semp. Law.

2. Larceny from a person: This is either by
stealing privately or by some violent assault.
The latter offense is called Robbery
48.621. Nov. 152.
The offence of privately stealing from a person as an overt act (stealing) is a felony at C.L. 453. If above value of 50 cents, capital. Eachcence at C.L. stolen is taken away receiver be at $50.00 100.150 100.120. Lead 139 n. M. 1.350. Total of value of 10 dollars or under not capital at C.L. 400.241 100.70. 2 Lead 139 n. M. 1.350

Difference, fine in punishment, between

Common law robbery from a person is, in such a latter case things is taken away if above value of 10 dollars or under the former.

When a clement taking from a person or someone is a forcible taking from a person of any goods or money of any value by violence or threatening them in fear. 400.241 100.70.

"Taking from person to" There must be an actual taking - an attempt to Rob. not felony at C.L. 110.147.87 100.132 3 Lead 139 n. M. 1.350 400.242. The former is holden to be so 400.242 It is a

Misdemeanor, incurs no time of imprisonment 100.148 400.242. Lead attempt made Thursday by S. 7 Geo 2 transport 4 years 100.148 400.242 Lead 100.148 22 251.

If one takes goods of any in his presence by violence or putting in fear (that not actually from his person) it is within the definition 100.145 100.132 3 Lead 100.145 400.242 3 Lead 100.145 22 251.

Taking from a person is the most common.
He who receives my money by the under
which, while I am under terror from his
assailant, is guilty of a forcible taking from me
person—To it or making me in fear he extorts
an oath from me, that I will deliver it to do it,
in presence of the oath shall be 48. 58. 60. 68. 7. 98.
M. 55. But if a taking who is not either directly
on his own or in his presence is not within the
definition—No 48. 58. 60. 68. 7. 98.

A several join and rob each, a minne which
one does then does from whom a wicked and
same like of it as not. A 12. 12. 1. I then return to my
state and decide—because I am in turn to rob it to
assist each other. 48. 58. 60. 55. 53. 58.

Receivers, after a taking is committed, does
not cause a decline of taking, it is 48. 58. 60. 55. 53.
To a description does not require in continuance of a goods in a process
reception. 48. 58. 60. 55. 53.

"By violence or putting in flask." The criterion
who distinguishes other robbery from other circu-
stances—Because there can be no Robbery 48. 58. 60.
55. 53. 58. 60. 55. 53. 58. 60. 55. 53. 58. 60. 55. 53.
"violence" in y case lends more ey in
need of ye more act of taking, wh. is violence in
judgment. If there is violence in pocketsick
leg, but robbery requires more. It denotes
violence or some other offered to y person, but
ought to be such as is calculated to excite
fear. 1 Shaw 449, 46 240, 128.

But actual violence not necessary—muttering
in fear suff[14]t. 9: 2. as death extorted. 14 Shaw
1289, Leach 2034, 257. The violence or muttering
is fear must be previous or at least must not
be subsequent to if one steals privately after
wards keeps it by muttering in fear, it is no
robbery. 1 Shaw 18, 2 Moore N. 1561, 1 McRae 514. 5

The violence must in no case be y person
obtaining y money be taken. For when severe
finding one don't under menace of carrying
him home, drag him along, kick him into
private take his money—no robbery. 1 M.
797, 1 Shaw 1489, 0. 6: 1796, 797. Hand cutting
a misers to extort money from him is not
actually, extorting it, is robbery. Leach 206
2 M. 1897.

As to putting in fear suff[14]t of so much
place or threatening, by word or gesture, is used
as might naturally create an apprehension
danger. 4 Bc 643, 1 Shaw 1492, 128, 1204, 204.
In such cases, as is likely according to common experience to excite an apprehension of danger to one's character or good name, is swift putting in fear. 1 Sam 14:9 n. C B 248, 246, 1780 p 542 n. B 598 n. S 128. The fear of the sword is swift putting in fear. It is possible to enter the house under the absence of a face. 1 Sam 14:9 n. T 149. See 1 Ki 5:19 that taking goods under local process without colour of right is no excuse. 1 Ki 22:10 n. P 22. There is a fear - swift - colour of fear.

"Putting in fear" not necessary in any indictable. 1 Sam 14:9 n. C B 248. When the crime is laid to have been committed by putting in fear it is not necessary to prove actual fear. 1 Sam 14:9 n. C B 248, 2 Men 598 n. B 599. A claim of money in goods taken without any colour of right is no excuse. 1 Ki 5:19 n. T 149.

Whether taking goods from a person without violence or putting in fear is felony of any kind - done not according to law. 180 n. S 128, 180 n. S 149 n. An indictable for robbery on a highway is not supported by ev. of robbery in a dwelling house. "Highway" not of a description. Teach 53 in 149 n. 2 Men 599 n. B 599. Assaultment - a capital felony, whatever or a value of goods, butelligible at ch. nor created of clergy by 175 29, 180 8 1 3 14 244 21. M. endo - death in Eng. both in principal and accessory by fact 1 Har 149 n. C B 248, C B 248, C B 149 n.
Surgery

There is a man in Fife at L. it is a fraudulent making or altering of a writing to y prejudice of another - right - 4th 28th 1583 3rd 2152 2nd 552
Receipts, other authentic writings of a public nature as Parish Register, Deeds, & sundry, shall be subject of forgery at L. 1st 1481 2nd 552 1st 552 2nd 552 3rd 552 4th 552 5th 552 6th 552 7th 552 8th 552 9th 552 10th 552 11th 552 12th 552 13th 552 14th 552 15th 552 16th 552 17th 552 18th 552 19th 552 20th 552 21st 552 22nd 552 23rd 552 24th 552 25th 552 26th 552 27th 552 28th 552 29th 552 30th 552 31st 552
No decision at L. as to a Bill, but now forgery at any rate by St. Geo 2 1543 210 1st 1553 2nd 1553 3rd 1553 4th 1553 5th 1553 6th 1553 7th 1553 8th 1553 9th 1553 10th 1553 11th 1553 12th 1553 13th 1553 14th 1553 15th 1553 16th 1553 17th 1553 18th 1553 19th 1553 20th 1553 21st 1553 22nd 1553 23rd 1553 24th 1553 25th 1553 26th 1553 27th 1553 28th 1553 29th 1553 30th 1553 31st 1553
It has been held in - a fraudulent making is of no writing by vi. another may be prejudiced
The forgery at L. 2nd 1587 5th 1587 10th 1587
1st 1587 2nd 1587 3rd 1587 4th 1587 5th 1587 6th 1587 7th 1587 8th 1587 9th 1587 10th 1587 11th 1587 12th 1587 13th 1587 14th 1587 15th 1587 16th 1587 17th 1587 18th 1587 19th 1587 20th 1587 21st 1587 22nd 1587 23rd 1587 24th 1587 25th 1587 26th 1587 27th 1587 28th 1587 29th 1587 30th 1587 31st 1587
If one makes a false will in y name of another - is forgery is complete, the supposed Testator is living - 1st 1587 2nd 1592 3rd 1592 4th 1592 5th 1592 6th 1592 7th 1592 8th 1592 9th 1592 10th 1592 11th 1592 12th 1592 13th 1592 14th 1592 15th 1592 16th 1592 17th 1592 18th 1592 19th 1592 20th 1592 21st 1592 22nd 1592 23rd 1592 24th 1592 25th 1592 26th 1592 27th 1592 28th 1592 29th 1592 30th 1592 31st 1592
So writing an obligation, release de ovo, one's name found at y writing of a letter of 1st 1592 2nd 1592 3rd 1592 4th 1592 5th 1592 6th 1592 7th 1592 8th 1592 9th 1592 10th 1592 11th 1592 12th 1592 13th 1592 14th 1592 15th 1592 16th 1592 17th 1592 18th 1592 19th 1592 20th 1592 21st 1592 22nd 1592 23rd 1592 24th 1592 25th 1592 26th 1592 27th 1592 28th 1592 29th 1592 30th 1592 31st 1592
So writing a mark is not forged but an instrument is to making a marking name of another may be forgery - 1st 1592
To if one inserts in an indelible name like that
upon which it was not found. This is an alteration.
Le 1 Baw 835 & Mod 582 Bac 557 8 Nov 192 12 4936
Fraudulently altering a deed in a material part
is forgery. 2 Bac 257 11 Oct 27 or 3ae clause
in an immaterial part vide next page. If one having
found a bill of exchange forged an endorsement to get
it discounted it is forgery. 1 Baw 2 10a 2 2 2 1466

One may be guilty of forgery in making a
deed himself in his own name & having given
a deed of Blackacre to B after-wards greeney's
same to C dates c deed. This is fraudulent
but to prejudice of A. 1 Baw 835 Mod 535 75c Nov 101
2 Bac 505 (By 28s Central) But he who honestly
wrote an instrument in another's name & signs it
for latter in his presence, & by his direction, is not
guilty of forgery, it is a act of y latter in Law. 1 Baw
337

But making he must be fraudulent &go
if in other hands. A word bounds into hand act it is
not in gen. forgery. it is injurious to himself only.
1 Baw 337 Mod 99 Mo 535 Sal 375 2 Bac 567
1 Root 99 2 Mod 537 But y security is avoided by
it it 2 Baw 224 11 to 26 (Root 94 1 Nov 1837)
yet it is for error y alteration it done wth a view
of gaining an advantage to himself - or to injure
a third person would be forgery. 1 Baw 339 2 Bac
507 Ex Oblige bound to assign his oblig to a bonafide
creditor of his own, makes y alteration to defraud y
creditor by rendering y deed worth
Regularly a non-residence cannot amount to forgery. Three lines being fraudulent to omitting a legacy in a will be forgery being positive. But it is the omission of one begger alters the condition of a will may be forgery, we omitting an est for life to one whereby a device or any intent to act is made to take effect in present for any omission operates in favor of the latter, as a positive device to your life of your former 1880 or 387 1763 Nov 101.

It is not necessary to have in actual prejudice it is self-effacing nature of an act, some one might be prejudiced 2 Law 1437, 2 St 747 Barnard 10 2 1187, as where pleading is never enforced, slight 5 even a general intent to defraud without proving out a particular mode thereof.

It is not necessary to have in writing should be needlessly L.A. 1487, 2 St 747 7 is punishable the you may keep it in a book of intent being clear Forging of a fictitious person may be felonious theft. 83 142 270.

If some alteration in a part immaterial if made by you, it is regularly injurious to himself only if by a stranger is obtained of no exist (11 St 270), yet if by a stranger it might in some cases prejudice another ex: another might have a beneficial interest to lend it by forgery of a intent was fraudulent?}
The last variance between writing and letter as expressed in ex. is total. Leach 389. 

Let it be nonsense in selling don't ask in vore to another it is not at all. 

Secs is it make on insinu'sco 287. 209.

In a contract forgery, a writing, passing for an instrument, left cannot be convicted, if it does not on his face appear to be an instrument described. 

Saw 287. 302. 1 Best 80 n Leach 200 63. key effect. 

By words "of tenor following" as follows, if is 25. 280. 14 11 15 8 229 1. L. 1975 8. 1977 9. 8030. 221 175 L 9 198. It is evident that a forged instrument must be set out in words & figures 1827 80. 

Saw 287. 302. Leach 200.

It is punished et C. L. before imprisonment & money by a variety of 2 5 5. more severely punished. In most cases as the death. 4. 12 247. 50. 

Post 115. Vice Count. St.

Whether a person in whose name a forged instrument is, may testify as a prisoner. Vice Pica. 

65 115 187 87 65. 105 17 198 9 41.
Perjury.

It is an crime of swearing falsely, absolutely, or falsely in a matter material to a cause, or point in law, under a lawful oath administered in some judicial proceeding. 2 Bst 157. 3 Bst 104. 11 Har 315. 3 Bac 814.

It must be a wilful Ljarse swearing, i.e. with some degree of deliberation to procure it to appear - it is not perjury if there surprise, mistake or inadversity. 2 Bst 157. 2 Bac 814. 3 Mra 350. 10 Nbr 105. 4 Eliz 513. 3 Bst 163. 4 Bst 137. 3 Mon 1085.

The oath must be taken in some judicial proceeding, i.e. in some court, or before some officer having authority to administer an oath, in some proceeding relative to a civil suit or crime. 2 Stat 157. 4 Bst 137. Co. 2. 138. 1 Mgr. 28. 2 1802. 257. 3 1802. 8 Bac 814.

It is immaterial whether the Oover is of record or not. 2 Mgr. 1970. 7 Exch 583. 2 Bac 105. 9 Har 919. Co. E. 905. 185. 609. 5 1855. 571. 260. 41. 24257. 12 2010. Co. 2 2 Bac 814. A voluntary or extra-judicial oath is not within. Lax. 486187. 1 Kan. 820. 1 Bent 387. 70. 2 180. 257. 3 1912. 9 Bst. 108.

But perjury may be assigned on an affidavit or description. They affidavit he is never in any case used by a party taking it. 11 T. 2 815.
But perjury is punishable as an essay on the
material to the point in law in judicial proceed-
s. It is not admissible in municipal cases. The
securing a utility by one false as Bailee. Southe, an
intermediate question. Raw 920 Bro. C 140.

A party who alters his own oath in judi-
cial proceedings may commit perjury as well as
an individual witness. Raw 250 2 Me. 470
1840 205 3 Bro. 415 4 Con. 145. A false in
the having given an oath statement, ascertain it (when
exceptions taken) in his second answer; consistently
with truth or facts, he is not guilty. Mistake is sus-
pected. 234 230 6 Mo. 147

But a juror who relates his oath in his find-
ing is not guilty of perjury. For he is not sworn to
 testify in truth; his oath is true, promissory.
It is not admissible whether a matter sworn to be
true or not in fact—by witness did not know it to be
true he is perjured—for he is to swear to those facts only where
in truth he believes. Raw 322 3 Bev. 294 2 Bro. 77
3 Idaho 187 3 Mo. 222 5 T.A. 267 4 Con. 147. Stephenson
swears absolutely to what is not true. Guilty on perjury.
A Bailee thinks not.
The swearing must be absolute & direct. Swearing under such qualifications as "think" or "suppose" or according to any recollection cannot be perjury. 1 Sam 32:8. 1 Cor 15:3. Deut 17:7-8. If perjury does not imply (Exod 22:5) for it has a distinct crime. Testimony may not be false. False evidence, it is perjury. Ezek 30:2. 1 Kgs R. 8:50. 10:2. 2 Kgs. R. 202. 8

The swearing must be to a material point. Important & false testimony cannot be perjury. 1 Sam 32:8. 1 Kgs 5:15. 1 Kgs 17:4. 4 Kgs 14:17. 1 Kgs 5:53. 1 Kgs 14:7. 200. 1 Kgs 7:5. 141 L. 22:5. 5. Med 34b. 8. But if y' false ev. No consequential & not directly abutting to a issue, tends to aggravate or extenuate damages, it may be perjury. 1 Sam 32:8. 1 Kgs. 5:10. 12. 1 Kgs. 5:11. 1 Kgs 7:5. It goes to one point to show his material to y point. viz. y point of damages

It is said it is immaterial by false part ev. it is likely to induce jury to give a more ready adm. & y material part (it is perjury). 1 Sam 32:8. 1 Kgs 5:53. 9. 1 Kgs 3:22. 1 Kgs 3:10. 1 Kgs 7:5. This point is however no. well set traced. 1 Sam 32:8

Swearing to one not another with his zeal when in truth it was given his zeal is not sufficient to material to constitute perjury. 1 Sam 32:8. 1 Kgs 5:14. The swearing only is material. He may not y clause of instrument ever to be perjury etc.
It will not appear in what degree the false ev. was material, nor of the evidence, as much less necessary if ev. can be de
eriv'd or of the issue. [ex] 325 n 2 25 & 359 for it
may be very material & yet not suf to justify
finding. If such, it is incumbent on a prosecutor to
prove ev. material. [ex] 325 n 6, cites 3 D. 474 1550

The posture of former issue is good ev. if a trial
was had so as to introduce ev. of what was sworn
in N. 468 635. And in case in the previous case,
complaint must be set forth. 1 N. 283. Day 170
How far office copies of an affidavit are to be
per.
jury is assigned see 2 M 377 455.

It is not necessary yt. if false ev. should have
been calculated by y. itself, nor of course if ev. per.
son should have been actually injured. The
crime does not consist in a damage done to an
individual but in abusing public justice.
[ex] 325 2 Dec. 211 3 n 290 3 85 Boc 815
The word "willful" is not necessary at L. 1 in
y indictment. Secs. under 1st 57 76 7
"falsely maliciously" suf. Text 90 1

The connected burglary, two witnesses at least
are necessary. Secs. there is oath 1 3 357
19 moe. 105 0. B. 784 631 1 70. 177 2 n 359
How far circum.
stantial ev. of the fact of y. Bef. Hearing given
ev. in good 20 1 2 70. 477 471 41
Two persons cannot be joined in a prose for Perjury, offences not being joint.

This is an offence of procuring another to commit perjury - but perjury must be actually committed. See re subornation in 1 Do - 325 - 4 Bl 137. 6 Mc 15. 79. 72 8 Mc 12 82 58 - 9 Mc 12. 637.

For punishment for perjury & subornation of Perjury, see 4 Mc. 188. 3 Bl 108. 515. 60. 62. 63.

2. For deputing one to commit perjury, it not being actually committed. See 1 Bar. 325. 5. It is a mere minor.

Subornation of Perjury.

This is an offence of procuring another to commit perjury - but perjury must be actually committed. See re subornation 1 Do - 325 - 4 Bl 137. 6 Mc 15. 79. 72 8 Mc 12 82 58 - 9 Mc 12. 637.
A variance in spelling, by omission or addition of a letter or not material, unless it makes another word, e.g. "understood" for "understood" because it does, or "air" for "rear" Coop. R 13 & 237 & 605 & W 239 DARK 156 in 704 Lead. 177. 148 - When assigned on an affidavit in q/n. S. 511. 13

For a punishment of Perjury & subornation of Perjury in Count Vide St. False Affirmation of Deceivers unless haste like a falsehood St. Count.


Offences are tried in Count as in Right if counts are the same committed 1st 401 2 700. 243 502 704. 503 937 14. 243. 503. 937 The title holder has own only and civil cases not as to civil - actions qui tam 1st 401
Of Bail in criminal cases

When one is arrested for a crime or (but before a Magistrate in a charge not cognizable by him) is taken is to inquire not a fact charged to discover whether he ought to be held to trial or not. 461 C. 95 St. Court. But he has no right to examine any prisoners at L. & C. arrest in Count, being no St. warrant it in Count. Secs. 7 G. & 2 R. L. M. 4 St. 137, 98. 6 St. 300

Inquiring it appears clearly & it offence has not been committed, or if it charge is by prisoner is wholly groundless, he is to be discharged. 461 C. 92 St. 87. Secs. he must be committed to prison to be kept for trial, or if it offence is bailable, give bail for his appearance. 4 St. 297 2 St. 390 St. Court.

Bail is allowing one to his security on their giving security to 1 regularly for all offences below felony, whether L. or St.) for offence ought to be bailed: (4 St. 127 & 2 St. 127) unless it be prohibited by St.

2. At St. according to St. all felonies were bailable even standing murder, according to others all except homicide. So if accused was let to bail in almost any case at any rate. 461 C. 98 St. 137 1 L. 85 4 St. 300 St. 97 Bac. 220
In prosecutions or offenses amounting only to misdemeanors at C.L. Deft. may appear by atty. 1 mo. 30 qtr. 40 desired. After verdict Deft. is not admitted to Bail unless prosecutor consents to 15 qtr. This rule has been dispensed with in Court 148. Sec. Court 4. Sec. 5.

It is a general rule that he who is judge of an offense may cause a warrant to be issued at C.L. 242 142. By C.L. 36, a magistrate may issue a warrant. But in principal he does not appear y. magistrates is liable to the penalties in 142 14 14. Sec. 42. In Sec. 42 there is no warrant in case of felony, but for interior offenses Sec. 144 144. Sec. 145 145. Sec. 15 10 to 14.

Refusing Bail where it is due it to be granted is a misdemeanor in y. Justice or Sheriff. at C.L. 1 as such is punished by fine or imprisonment. See also his action 142 143 144. 145 145 145 145 145.
Having been, then, not punishable in mans
death at 6. L. as a negligent escape, by fine it
is also punishable by several Eng. 11 Flav. 147
205. Hal. 375. Edw. 473. 46. 1739

It has been decided in Coast. on a prss 2
for Felony, yk left, being out of Bond) y merchandise
would not be rec'd unless he is present in Court
1800. 90. Deb. Has not y practice been dect?
1 M. L. 57. 4 08. 375. 1 Dec. 185. In his presence
necessary except in Incident for Felony

If a prisoner prosecuted for a given offence
is acquitted but provid any trial to be guilty of
and y Ct. may detain him to be prosecuted far
y latter back 300.355

For Cists in Crime cases in Coast. vide
Court. 11 Eng. 7 183. 80. 12 Flav. 18. 125
Practice in Connecticut

But first (as introductory) of the jurisdiction of our Courts of Law in civil cases.

II. Single magistrates as justices of the Peace de Single have original cognizance of all civil causes in eq. Magis- y title of land is not concerned if the matter in the tries tory does not exceed $5 dollars (St. C. new 41) sect 202.

But an appeal lies to the next Ct. C. if the sum demanded exceed $7 dollars except in actions on notes or bonds vouched by two by two witnesses given for money only (St C. new 41) sect 107.

But an arbitration note for more than $5 dollars not exceeding $5 is not cognizant by a single justice it being not for money only but substantially an obligation to abide the award (St. C. sect 108) Root 228 sect 99 if for more than $7 dollars appeal must lies supra.

Q. Whether a note for more than $5 dollars but endorsed down below that same is within his jurisdiction? Decisions of practice both ways (Payne vs Payne) 11 Black 65 5 Misc. 559 1 M. L. R. 58.

In analogy to the rule in case of appeals from C. C. it would seem that a note for less than $5 dollars the for money only is vouched at suit is not within his jurisdiction if either witness is dead or becomes interested by marrying one of the parties (St. C sect 108 Root 228 sect 107 See sect 107.
Qui tam prosecutions (i.e. certiori process) are appealable to Dept (sembl) however small the dam' demanded are 2 Root 525 St C 142

If an action of trespass is brought before a justice de for an injury done to land, the Dept places title. The justice cannot try the cause Dept. then recognizes in a claim not exceeding 500d with one or more sureties to prosecute his plea at the next C. C. in the C. in which the land lies & "to satisfy all dam' to" it 435-5 See the St. that Dept. shall bring forward a suit de.

The justice must then certify the whole record to the Court St. C 435-5 15v. 108 K 152 2 Root 54. 359

Dept cannot in this case alter his plea in the C. C. 1 Root 344-5. 458 If he does not pursue his plea in C. C. the defendant shall be recorded de. See for issues from C. C. on his recongnisance 41436

If he does pursue his plea a judge goes vs him. He having failed to prove his title, for to the damaged cost 326 2 Root 301

If he refuses to be tried record before the justice his plea shall abate 2 or both of the trespass past judge must be vs him 36 128

If the Dept in such actions plead the gen. issue 2 relieves upon his title in ev ry justice may determine the cause as in oth er cases 1 Root 140 458. 549 See 2 Root 440
In actions but for obstructing, or raising, the water of a river before a J.P. Deft plead right to do the act appeal thus to C.L. 2d Section 119. 15c. 30

But as 50 cts. to be paid on every appeal from a J. Must be paid at the time of making the appeal, St. 149. 2d 11-13. St. C. 2d 13

But, J. Can't record, of J. be controverted to prove J. debt (send act) St. C. 115-13
(Rec. duty now免除 St. C. May 1828) 1829

A J. may take a confession of judg. of debt (with or without suit) to the amount of 70 dollars. to be taken only from the debtor in person. Record is made by confession. Ex. may issue. Record must express the particulars of debt or duty. e.g. by bond, note, book. (c.e. St. C. 2d 8. Nov. 1821 3. 140.

In this case costs are allowed only for justices fees unless there was an antecedent process. This must appear by the record 15c. 13 Section 125. 2d 12 12-2 2d post.

Not 10 of an arbitration note 15c. 109. i.e. before 9 award. 1st 32 8. 9. 2

May administer the debt prescribed by St. for poor debtors. St. C. 221. 15c. 109.

If in an action before a J. a recog. is taken for more than 50 cts. the original judg. exceeds 50 cts. the recog. will not lie upon it before the debt before C. (St. C. 393). Indeed no action lies upon it before a J. (Dee. will not a find. the lie before a J. St. 393.) Indeed in all cases to enforce his own judg. except as garnishment where sum demanded exceeds 15 cts. St. C. 473.
Note: A suit dower is a judicial suit arising regularly from a court in R. a suit has been rendered for the purpose of executing the judgment to effect e.g. 120 ex93

Thus it lies in some cases eile. before judge see St. at 1927.

It issues therefore only to show that C by 18, the judge was rendered or in which original fact is dis-

The judgment is made on regular day of 20; is th

It is returnable except in case of st. 200. A garnishee for

more than 15 or a suit rendered by a j. In this

case it is signed to issue by c. but returnable to y

C. 19th. 1300.

If a. have having rendered judge dies or is removed

before 100. granted or satisfied debt lies on my judge

is 12. 100. and if the not exceed 100 it action may

be lost before another j. lead a. appeal, if it exceeds

that time before 100. But it must be lost within

5 years from death or removal st. c. 29 132 338

As. cannot try a. cause out of 4 town in which

he resides except when there is no a. in the town in wh.

ten cause is to be tried. He is qualified to determine

it 182 100 102 500 403 st. 25 15. there with in exist. cases 2 st. 197 142
But a Cor., Lt. Cor., Assistants & Judges of C. & S. C. may respectively execute office of J. throughout State; but when acting as civil magistrates they have no other judicial power than justices, jurisdiction same as to subject matter. St. C. 229.

Appeals from justices must be entered in C. B. C. before 3rd opening.

May appeal enter of appellant suits as in sub. court? (Post 2.2) Such is the practice.

(Edwin W. Cott) (He may now by St C. May 1828)
III Courts of Common Pleas

The several courts of common pleas of the several circuits have original jurisdiction of all civil causes (at law) except those beyond the jurisdiction of the circuit courts. The circuit courts have jurisdiction of all civil actions not cognizable by a single magistrate, and that all civil actions not cognizable at law, are accordingly commenced or removed here. C. T. 1, S. 101, C. L. 393, St. C. 28.

Of all civil actions (except as infra) in which the title of land is in qu. 2d a. matter in demand exceeds $1,000 (now probably $3,500) but does not exceed its value of $700. And all actions on bond or note given for money only, on vouchered by two witnesses in the sum or in demand exceed $350, they have final as well as original jurisdiction; except that their judgments are revised by writ of error. 1 St. C. 28, 127, 129, Kirk 280, 1 Root 297.

But an appeal to S. C. lies regularly from judgment in all cases in which the title of land is in qu. 2 Root 440.

And in all cases in which the value of matter in dispute exceeds $70.

Except in actions on note or debt, at suit, given for money only, vouchered by two witnesses. St. C. 28, 127, 129, 1899, 1 Root 440.

In an action for trespass on land demanding not more than $70, no appeal lies unless title be good. 2 Root 440. Eq. under y gen. issue not sufficient. Said to be altered. 2d 2, 3, 78.
But the right of appeal does not depend upon the sum demanded as damages except where the damages are presumptive as in cases of lost $500, L. 395. In those, in case of contract the damages cannot be ascertained, without evidence extrinsic 1 Root 487.

The rule is that if it appears from the record that according to the rules of descent the damagess cannot be rendered for a greater sum than $70, the title of land not being in question, no appeal lies. Suppose it were about in the same manner in desc. court in such case may be arrested 1 Root 525. V. Ph. in Book Debt cases that Debt over $300 is demand $80, so on note due $200 for 16 1/2 Nix 236 1 Root 532 127,235, 26 378. Such a case dismissed from the C. C. in offices 1 Root 525 2 x 370 77 2 Root 35 2 Root 187, 42.

So if the Ph. in Book Debt declares a debt for more than $70 he demands more yet if it appears from his own book or other that no more interest Debt by placing it on the record in his diary to appeal is of it may prevent appeal 1 Root 524 189, 90 236 278.

In an action on an arbitration note for more than $70 if it appear from the record that neither the matter in controversy nor the amount exceed $70 no appeal lies 1 Root 17 298 132, 35, 80 5 the if the note is for more than $70 the note is prima facie appealable.
In an action on note or bond for more than $70 given for money only I vouch'd by 2 witnesses if one is dead or become interested an appeal lies to Sup., At, [illegible], Root 23, 318, Root 387, con. Sup. 93, Root 588.

In an action on a note or an officer for not executing an order no appeal lies unless there be the same demanded. St 385, 1 Sup. 101, Root 585, sec. 8, if it for not executing orders in process except when an action is got before a J.P. for not executing an order to a judge confessed before him for more than 7 days St 385.

So in an action on a note by an officer via receiver-man of personal prob. taken on [illegible] St 3857, 1 Sup. 101, Sec. 6, if taken & made in an attack 8th 40.

So on a judge & rendered an award of auditors St 47, 326.

If a cause is not appealable by the same resort of the parties can make it so be agreed to increase the demand of amount to 2, [illegible] 377, 8.

No appeal lies from a judge by default unless there was a hearing to demand. Defendant otherwise supposed to be in court. So go by Root 887, 2 if that case he can be heard in the Court appeal'd to only in dam. 9th Root 588, 2 Sup. 9, 46.
But no juror will attack appeal lies (Scott v. Co.) 1 Story 106. In suit in Equity, the plaintiff may proceed in the suit to bring in. 1 Story 389.

No appeal lies from juror of C. & C. in a quia timet case for a crime. It is a suit in Equity, to effect a entry, & has proceeded 2 Story 408. 14 Vart. 409. 1 Story 408.

No appeal lies to an appeal to Circuit Appeals to the Court of Errors. 1 Story 388. 1 Story 106.

Appeal may be taken on a jury of an action in abatement without waiting for a decree in chancery. But if the defendant from such decree, does not make good his plea, the bill appealed to Court of Errors may be affirmed or reversed or the judge or on the place in abeyance. 1 Story 387. 1 Story 387. It is the court that provides in the matter. 1 Story 388. 1 Story 388. 1 Story 388. 1 Story 388. It cannot alter in the bill above 1 Story 388.

The appeal must be taken during the time in which the judge is in circuit. 1 Story 388. 1 Story 388.

It may be taken at any time during the term, & it is prudent to move for it immediately after verdict or a jury issue to the Court after judgment. If the judgment is not reversed, the subsequent appeal is to the Court of Appeals. 1 Story 388.
 Appeals to the seat CT must be entered in the Docket before the second opening of the CT or the appellant must advance the whole costs to the time of entering. And he cannot enter at all after the jury are dismissed 1/2 28.

The appeal destroys the judge's appearance from the seat unless the CT appealed to wants jurisdiction. I mean then I reason the judge is in person

tile the appeal is quashed above 1/2 390.

But if the appellant does not enter before the jury are dismissed the appellant shall enter before the judge accompanied with additional costs 1/2 28 1/2 390 or he may see the bond set. The judge's number in the CT above is a distinct substance, judge except in case of ap.

Appeal of 24. payable on every appeal from the CT 1/2 49 1/2 90 2 1/2 87 1/2 60 1/2 90 if not certified the appeal is void 1/2 60 1/2 90. I must believe at the time of taking the appeal or the appeal will abate 1/2 87 1/2 11 1/2. 1/2 90. Can the record of the Court be contradicted to prove the fact? 1/2 90 not 1/2 1850.

It has been decided that an antedate

statement is within the CT as to appeals 1/2 87 1/2 90.

Either party may appeal if the party recovers less than his whole demand on. Where the whole is altogether in one's favor he cannot appeal 1/2 87 1/2 11 1/2. 1/2 87 1/2. Both may appeal. If either enters it is sufficient.
If appeal is denied when it ought to be allowed error lies 1 Root 578. 577. 576. If allowed it to Court above does not granting it 1 Root 577 the M. error lie immediately in the allowance of the appeal. I should think not as advantage may be taken in the Ct appealed to.

If a cause is not appealed a notice for an appeal is made 578. 575. may be made to the motion in Ct of 1 Root 578. to the appeal may be petitioned to the Ct to which the party 1 Root 577. 576. 575. if judge is given v him in the latter judge may be arrested 1 Root 525 or the cause dismissed by the Ct ex 1 Root 525. A unit of error lies if the judge is given v him in the Ct above.

For the equitable jurisdiction of Ct see Powers of Chancellor.

The time allowed for pleading is abatement of an appeal is the same as is allowed for ordinary pleas in abatement 1 Root 525. 504. Explain silent appeals.
III. Supreme Court

It has original jurisdiction in civil causes properly so called. "C. 1878, Sec. 945. It has judicial original jurisdiction when a suit is not in an officer or the "C. (and this is not properly a cause but is a civil suit)." "C. 1878, Sec. 951. Sec. 1, 1878, 2, 1878. An action may be brought in the circuit court. This is the general practice. Root 96.

It has original jurisdiction in all cases triable to itself to enforce its own judgments, but this is a judicial and not an original suit. It generally grows out of the appellate jurisdiction of the circuit court. Sec. 1097.

It has appellate jurisdiction of many cases determined in the "C., and explained in note 97, "C., its appellate jurisdiction of causes decided by the "C. is usually the same as of those decided by the "C. (Sec. 1097).

And an appeal lies from to this "C. from every sentence, order or decree of the "C., of probate, etc. Sec. 1, 1097. For its equitable jurisdiction, see Practical Law.

It has jurisdiction of all suits or error but for the reversal of judgments rendered by a single magistrate in civil and criminal cases or death, etc., may be passed by the "C. Sec. 1092, 1093.

When a reversal is made, the party who is to have an appeal to the "C. for trial must do it in the same way. The judge of reversal is reappointed. Root 95.
Its jurisdiction in cases of Divorce, Mandamus, Injunction, Replevin, Corpus deicticus, etc., is treated of under their respective titles. It C. 34.

Note. A party may appeal from a judgment or order in absentia where an appeal is by law allowed to be without proceeding to a special judge in the letter below. Once a case after a judgment or order, costs are allowed to the action instead of appeal. It cannot in appeal from final judgment take any advantage in the letter above to his plea in abatement usage.

IV. **Supreme Court of Errors**

Has power in all reversals of all suits of error both in the reversal of any jury or decree at the nisi prius, in matters of law or equity, where the error complained of is apparent on the record but there is no necessity of error in fact. It C. 120.

V. **General Assembly**

Has power in session of cases in which no other Court can grant relief, provided the matter in demand exceed $25.
Of the Proceedings in which Civil Rights are asserted in our Courts of Justice

An action in suit is ordered to be the lawful demand "Deeper root" 3 H. 113.

Such acts of a most inconn. and infr. of a declaration which issued together 2 Sec. 1836
St. L. 22

The suit

The suit consists of all that precedes the statement of the party's claim, of the description of the objects of the duty raised, the convenience where there is one; the date of a common to the suit. A deed 2 Sec. 1851 B. 6

The process contained in our 225. is of the kind 1 Ec 14. Kamloops 2 Sec. attaching 1st 2 Sec. 1857 Oct. 71

By Process is meant the record conveying the suit to appear in C. or in C., of a laborer here to trial. 3 R. 27 2 Sec. 1838

In Court as the Deed issues with the suit it is not necessary to execute the R. to judge that Deed should appear, (see in Eng. 7 R. 6 2 Sec. 1839 By 12 De 1 a Con. - appearance may be entered in C. by affidavit of suit by R. P. 125 (Dec. 8. 39)
This process contains in the act is called orig.
or mesne process as contradistinguished from final. Wills
or process of (S) (S) 13 Sol. 379 [Foot 389]

In the case there is a process distinct from the
original act. 3 Sol. 273. 9: & so when the act is a
breach or piece where apeace to secured
3 Sol. 274 & 8 & 8: 29

The act must be signed by a magistrate
as a justice assistant or by the clerk of the
court to which it is returnable & must describe
the court to which it is to be delivered at the place of its
session. 12 2 tro: 137 [Foot 338] & 3 B. 2: 6

A seizure & garnishee or a judic undecided
by a single magistrate must be signed by
him even when returnable to the ct it. 40: 2: 520

It commands the officers or person to
whom directed to surrender (i.e. to give notice)
that to appear or to attach the estate or person
of him have to appear before the ct. 2 tro: 24
212 2 tro: 2 tro: 137

It is generally directed to the Sheriff of Devon
the ct in which Dept ofwes or his deputy to enter the
constable of the town. 2 tro: 24 2 tro: 137 338.4

Constables tin gen. have the same powers
within their respective towns as Shiffs therein
2 tro: 334 [Foot 40]
A constable chosen to serve is one year when
rechter may serve process before he is sworn a second
time (Ch. 81, Sec. 18)

It may be directed to a sheriff only or to
a constable only, and in case directed to the
sup
may be served to his deputy the most named ever
a special deputy (Ch. 240, Sec. 108, 1811) (3)
Sec. 12, 97, 98, 101, 121, 19 (Ch. 221, 1831)
(Ch. 357)

Ordinarily the order can be directed to one
other than one of the above officers. By now it
(Ch. 7) no order may be directed to an indifferent
deputy unless there are more than two or more
officers described at any counties except when in
case of death (Ch. 240) or in case of death or
affidavit that no person believes that the act is in
favor of taking an order at 84, affidavit endorsed
on the front it must be decided before the applica-
tion is made (Ch. 538)

The indifferent person need not make oath
to the truth of his return (Ch. 234, Sec. 9)
of a special Deputy (Ch. 538)

That the indifferent person is bondsman for
prosecution does not disqualify him, so as to
affidavit (Ch. 234)

The certificate of the magistrate as to the
necessity of directing to an indifferent person
is conclusive (Ch. 284, Sec. 2, 1835)
Held, once by the Ship, &c. that a direction to a Sheriff or any person does it, but that a direction to a Sheriff or any person would be good. Root 235. As to the last branch, Root 369. 1 C. 589

If the return of a writ directed to an indifferent person is altered from one town or time to another, the writ will abate. The necessity might exist at one time, but not at another. Root 211. 389

A writ in a town may be directed to an inhabitant of the town, as an indifferent person. 2 Nor. 1935.

If a writ directed to a minor as an indifferent person will abate. 2 Root 579.

A constable having begun service within the limits of his town (as by attaching property) may go into another to complete it (as by learning a copy). Blake v. Ramsey. 1 C. Root "service" see Root 457.

A writ in a part of the town shall not be directed to a constable in the town of Bd. If he makes service in Bd, it is good, but he cannot serve it in St. 1 Root 409.

All writs & declarations drawn by his deputies or constables except in their own counties shall abate. 1 C. 587.

A Deputy Sheriff cannot serve a writ for or upon the Sheriff, since he acts for the Sheriff under his authority.
But one Deputy may serve a writ for or upon another to help him serve to compel his Deputy before a Justice of the Peace, Law 1803, sect. 2, ch. 588, Rev. 1841, sect. 280.

Writs must be signed by a magistrate in the State, but a justice can issue original civil process in his own place to which he adheres. 2 Haw. 183, 1 Ch. 247.

But he may issue into an adjoining of such process if returnable within the State, the same not to be returnable to a court or civil cause, in civil causes throughout the State, to be returnable to the court of the State, so he may issue summonas or causes to the witness it the first circuit court or the State. 2 Haw. 175.

A writ may sign a writ in favor of a town in which he lives or any county if returnable to the circuit court or the State. 1 Haw. 175.

Either the justice or a circuit court may sign and returnable to their respective courts, but if no action be taken, sect. 12, ch. 100.

According to usage, a writ or original must be signed by a justice of the court, to wit, it is returnable 2 Haw. 175, not to be issued without returnable, returnable for error. 2 Haw. 175.

Formerly, the clerk of the court could issue process returnable to the same court in any part of the State. 2 Haw. 175. Now since there is a clerk in each county.
Rite the Clerks of let the Secs & Cts. may
clearly issue process returnable to their respective Mil's
Courts &c. 24th 1831 throughout their respective Counties.

They may also issue process returnable to their respective Cts. to any
part of the State i.e. in terms time under the
order of the Courts.

Secondly Judges of the Cts. & Justices of
the gaol, etc. could not issue original civil
process out of their respective Counties without
powers enabled to issue such process to any part
returnable to their own Counties 2 Sec. 1831.

It now 24th Nov. by a late statute they are au-
thorized to issue process in all civil matters
to be served in any part of the State whereas
returnable to take one in any other Cts. 1831.

Assistant, I now Judges & Justices of the Cts.
can in all civil cases issue original pro-
cess as well original process that will run into
the State 2 Sec. 24th 1831.

The writ describes the place in the Suit.
and all. These in ordinary cases only are the
only necessary additions 2 Sec. 212 1831.

But where the issue is civil character of the
other or suit is the inducement to the action
that must be added see "Readings".
On all suits in civil cases a duty must be paid at the time of their issuing, if receivable from a single magistrate (as in e. & l. c. 94) abolished by act 4 & 5 1814. St. 1, c. 31. Rev. c. 82. Or actions of mandamus return to the gen. assembly 92.

Sum must be certified on the suit in writing at full length by the magistrate signing it. If void the cause may be removed from the court without asking. Most suits 473. The suit cannot be amended by inserting the certificate or that the P. offers to pay the duty in court. Most 506. 

Once a suit once settled up to one person can not be convicted into one v. another unless there is a written certificate of the facts of a second suit if it is to the court may ex officio dismiss it of the court, Dep't. 1st 179.

The same duties are payable on civil executions. Most 92. Not on public profit by a constable. Officers of the Dep't. Decided by Dep't. that all may take advantage of the want of a certificate of duty paid by suit of error after July 1804. Lib. 9. 47.

On every suit of attachment the P. must give sufficient security to prosecute his action to effect to answer all damage in case he makes not his plea good. Most 24. Most 503. The security is to be taken to the adverse party, C. 25 as all bonds for past are C. 150.
This rule is called a bond for costs to be given by way of recognizance acknowledged upon the recognizant waiving the right at the time of its issuing K. & C. 2482. If the recognizance may be recognized to cognize the not residing there but the others. K. & C. 2482.

Ay. If the recognizance intended as a reason for the Party attacked or for any damages occasioned by the attachment or only for the cost of the attachment. Provide security for costs only (not) for costs it certainly is a security.

But it has been decided that this recognizance is insufficient if he is of ability to pay costs. K. & C. 2482. The case, in case, is to receive his recognizance. The recognizance was founded on usage. K. & C. 2482. It is held that recognizance was security for costs only.

However the object of the bond is to secure costs, this practice is useless for the PC is liable to costs without it, and if the object is to furnish security for the party attacked the provision of the statute is adequate. The latter is adequate; the object of the statute is adequate.

If however this bond is insufficient a new bond may be ordered on motion to the court to which the suit is returned. Below.

Lastly, notice that a bond for more or a blank suit was not good if that the suit must avate (because it could not be taken to the adverse party. K. & C. 2482.)
According to law a bond for process must be taken on all civil cases arising in York will proceed as the party's body is attached or arrested, but in cases where a party takes civil action is not by process of summons. There the rule is the same as in other cases of summons.

Bond for process must be given by some substantial inhabitant of this state in every case in which a writ issues in favor of one who is not an inhabitant of this state. Sec. 24 even the process is by summons.

If the bond is not given in the above cases the writ may be vacated.

A bond or process is to be given by some substantial inhabitant on the occasion of any suit if it appears to the authority signing the suit that the defendant an inhabitant of the State is not able to respond the cost that may be imposed. Sec. 24.

But in the last case I conceive that the suit cannot be abated in the Court to which it is removed a part of Bond. For the signature is conclusive ev that the fact of the Pet's inability to pay costs did not appear to the magistrate.

But in this case the Pet is on motion by Geo. A bonds of his inability in the Court to which the writ is returnable, controllable to give bond with sufficient security or be made instead of his inability occurred after the writ issued. Sec. 29.
But such motion should be made in a reasonable time if possible after the jury were empanelled to try the cause decided too late.

If the security taken is apparently sufficient at the time the magistrate is not responsible on its proving insufficient as it the bondsman plea. Page 188. if this rule holds even if the accused bond is taken to.

So on principle it seems if the security is apparently sufficient but not he is not liable to exeat with the accused bond is taken. In this case if the accused is not eventually of ability to pay the magistrate is at all events liable. This cannot be apparently sufficient for it takes the accused’s security as well as the bond attached. (p. 60, 188, 57, 287) If the bond requires security to more than to answer such damages, deed demands.

On every bond of accused with surety must be held that the bond shall provide as I answer to St. C. 152 12 L. 410 11. If not bond not good.
Every party appealing from the judge of one tit to another must give bond for costs with surety: appellants bond not sufficient 1 28 30.

The appellant & surety are bound that the former shall prosecute his appeal to effect it. This is not meant that unless appellant prosecute the bond is perfected but that it is if he does not proceed in the appeal. For the appeal destroys the judgment 1 L 390.

If appellant does prosecute his appeal it fails the surety are liable for costs if they are not paid by the appellant for all costs before or after the appeal 1 L 390 2 D l 173. That bondman on appeal by defect is liable only for the costs subsequent to the appeal 1 l 702.

But he is liable for costs only if not for them collectable from the appellant. It is necessary for appellee to take out extr 1 have a non est returned as to the appellants personal property 1 L 390. He said 2 l 365 that non est inventus is not necessary to subject the bondsman for this costs the other side will lie in the record for debt I suppose Golden 2 l 365, that the return non est is not necessary to subject the other bondsman on an appeal 1 l 702.
The proceeding is the same as in other cases of bonds to prosecute (mote) on same as to the bond or personal bond. The surety is liable. KE 390. The bond of the surety or the defendant shall not discharge the bondsman. (Note: 85, 6) Secure nothing but the half of the costs discharges him. No.

The giving of special bail does not discharge the bondsman of Debt or appeal (Note: 9). Nor does the bond on appeal when Ale. appeals, discharge the bondsman for fraud in the original process. And even if the bond is liable for cost if Def. prevail, the the Afe dies before the return of the exec. (Note: 314) I suppose a converse of Debt appeal when Afe prevails.

Bonds for pros. not within the St. of Limitations. KE 89, (Note: 503, 363) 2 Dec. 1750

Death of Afe before jury discharges the bond for prosecution

A judge in favor of affir. original as to the bondsman or appeal. (Note: 119, 102, 593) 2 Dec. 1750

In any action in ejectment to be tried by jury on 24 l. 3. the suit is to be made returnable in that county in which the Afe or Def. resides. St. 68, 2 Dec. 1751. (Note: 344, 119, 584) 119, 901. A 984, (Note: 90, 119) When the land is conveyed the suit must be returnable to some court in the county in which the land is.
Time of return: Writs returnable to the 24th day of return to the Clerk's office on or before the day next preceding the first day of the term. (Acts 1825 1st 393)

Later returns are however allowable if consented to by the parties, so without incurring other extraordinary circumstances as an accident befalls the officer on his way to the office, or if he is suddenly taken sick just before the session. (Acts 1825 1st 393)

Writs of Petitions returnable to the 1st day of June must be returned to the Clerk before the 2d opening of the Ct. (Acts 1825 1st 393)

Writs returnable to the 2d or 3d day must be made returnable to the term next following the date of sufficient time interval. (Acts 1851) When it is observed by the session vote as in Acts 32, 34, 37, 39, 41, Clause 51.
Process & Service

Of two kinds summaeat.

When the process is to be served to summons service is made by reading the same in Def's hearing or leaving an attested copy with him or at the place of his usual abode. 10th 24th 25th 1899 16th 1899.

What true it are seek one copy of same 11th 1899. It must be read the writ to one if he denies it by reading.

An officer makes service by reading. Service by reading the leaving of an attested copy will not abate the writ.

An acknowledgment of service endorsed by Def's atty not specially authorized to do it does not conclude the suit. Root 187 11th 1899.

One person cannot acknowledge service in the name of the firm. 11th 1899 1899. Decide that petition must be served by copy 20th 1899 11th 1899. I believe now all petitions except those which relate to the title of land may be served by reading. Writ of error may be served by reading Aug 26th 20th 1877 edition 11th 1899.

On pets for new trial & writ of error in Def lives out of the State service is made by delivering a copy with his att. order 21st 1899.
The C.L. may not take C.O. bond if he can give more effectuate security to answer the demand which he knows to exceed the bond. 128-258 2 V. 138, 345ása 71 1

The C.L. may not take C.O. bond if he can give more effectuate security to answer the demand which he knows to exceed the bond. 128-258 C.O. 100 if 24 reason at C.L. — second is not right.

But the C.L. ought not to be liable to Pet or C.O. for omitting to take personal estate if he is culpable to whom it belongs. Thorne v. Robbins C.T. 6/5093.

At C.L. the C.L. may summon a jury to assess claim to whom it belongs if he does not he takes or omit to take at his peril 4 C. 353, 352 2 T. 439.

And the C.O. has no cause of complaint for taking his bond unless he tenders personal property to the C.L. C.O. 100.

Declared by way to that the C.O. is bound (having taken the C.O. bond) before consentment to accept personal bond. it tenders to to discharge the C.O. bonds 2 Inv. 566 appears liable to C.O. 421600 in due formament.
So of arrests or final process. Act 120, sec 34. Devised contra in Act 69 (Act 124) but color that this may add. And he cannot hold 3000 of Stock. Act 400

The state's land is also liable to be attached but he is not bound to take any when no charge or the body, nor indeed is he justified as the PL is as doing unless so directed by the PL. 2 Sec 180, 31, 39.

In arrest of the code may be made by an act of the Co. in his hands or out of it. Thus, it may be out of sight. B 150, B 100, 200. Any & comp. 32.

If both real or host is attached, the oft must have with the oft or at his usual place of abode it within the state a true copy of the acts with a description of the prop. attached. Act 3. 180. 2 Sec 390.

If real estate is attached the oft must have a like copy at the time books of real estate seven days next after attaching the estate. 1 before the time for serving the acts had expired unless he is not held any other creditor or bona fide purchaser. Act 103. 3 35.

But transmission of the copy will not affect the suit, it is intended merely to give notice to other creditors to purchasers. Act 35. 2 Sec 390.
Personal estate attached is not held to restore the prize unless the debtor or any other, unless an attachment is issued upon it within 30 days after final judg., the lien is lost unless the same is made a matter of record. If there is not a lien on the same, the lien is held unless an attachment is issued within 60 days after the issuance. Issued 25 Dec 1875.

So the lien on real estate is lost unless the attachment is filed upon it in the lender's possession be recorded within 4 months, except in the case of a prior lien. In the case of the proceedings must be completed within 120 days after the issuance is removed. Issued 25 Dec 1875.

If there is no such lien to satisfy, the attachment has been recorded on deed. The lien cannot lie on a real estate, nor debt or the judgment. See act 12/28/1875.

If a person is in custody of one of two, surrender another, delivering to the same to the same person for another. Another is good against 1875.

When process is served the officer may not take them into his custody but is held there for the sum of lodging it is said to be 12 $91.60 28/10.

But he can retain them for this purpose no longer than till 60 days after final judgment. Issued 2 Dec. 1879. Issued 25 Dec 1875.
The off may frequently does deliver
the prof to a receipt-man. Kirk 2d, 1501, 257 (1502) 2d, 1502
some more. 2d, 1507 (1509, 2d, 1509)
But the off. takes the
receipt at his own risk. it is not obliged to do it in
any case.

The receipt-man is not bound by a promise
to deliver the prof after the expiration of 60 days
from final judg. if he promises to deliver on de-
mand, he is not liable unless demand is made
written 60 days or receipt in both cases where the
goods are under a prior lien. in this case the
trust remains until the expiration of 60 days
after the lien is removed. 2d, 1520 2d, 1520
ibid. 3d 1521

If then the promise is made to deliver on de-
mmand, and no demand is made within 60 days
the receipt-man is bound to deliver the prof back
to the dest. 2d, 1520 refusal is liable in Tresor
ibid. 3d 1521

In an action on such nec it is not necessary
for the off to aver in the dio. that the judg. or 2d
remains unsatisfied 1507 2d 1507

Notable prof. within the state the belonging
to a person out of the state. may be attacked if the
attack will hold the issues to trial 1507 2d
Even if the prof. also lives out of the state. In the
last case must not the action to boost in the 2d
in which the prof. is 1507 2d 1507 2d This. irrevocable prof. can only
due to a debtor out of the state may be attacked 1507
179 2d 1507 180
If a writ is issued in a case where the defendant has absconded, and an effort to serve the defendant is not made, the court may issue a search warrant to secure the property of the defendant. If property is found and a writ is issued, it must be served by leaving a copy of the writ at the defendant's last known place of residence. If the defendant is an inhabitant of another state, the service must be made by an agent or a person authorized to make service. The service must be made in the manner required by the law of the state where the action is commenced.

In cases where the defendant is in another state, the action must be commenced within three years after the cause of action accrues. If the defendant does not appear, the court may enter a judgment against the defendant on the merits. If the defendant appears, the court may proceed to a trial on the merits. If the defendant fails to appear, the court may enter a default judgment. If no bond is lodged, the judge may issue a writ of garnishment. If a bond is lodged, the judge may issue a writ of attachment.

If no bond is lodged, the judge may issue a writ of garnishment. If a bond is lodged, the judge may issue a writ of attachment. If the bond is not sufficient, the judge may issue a writ of execution. If the bond is sufficient, the judge may issue a writ of attachment for the recovery of the judgment. If the bond is not sufficient, the judge may issue a writ of execution for the recovery of the judgment. If the bond is sufficient, the judge may issue a writ of attachment for the recovery of the judgment. If the bond is not sufficient, the judge may issue a writ of execution for the recovery of the judgment.
Real estate action upon such debt shall not be enforced after the expiration of 21 mo. 1st. 23

In a suit of this action as brought v. a. before the justice of the peace or before a special magistrate there is no appearance for the Corp. The action shall be adjourned to a future date not less than 5 mo. 1st. and on no other without special written notice to the action shall come to trial.

If sue'd in rem or in the magistrate v. the owner, the justice or the gamey is to be served with the writs, he will render the same, and unless he is served or served or otherwise before the writ is issued out 2 nd. case it may be signed to another mag. At 70

And if the demand is the suit be not exceed 90 it must be made returnable before the mag. The rendered the order but does not take another order, But if the demand exceed 90 it must be made returnable before the same. It is that 2nd. or 3rd. or the judge. live At 70

In actions on joint securities or contracts that the debts are not inhabitants of the same district or such of them as are is sought to hold them are to bring the suit in the court of the place where the debt is residing the judge they may be adhered by acquittal. At 25.0
But if one of the Deftes, the one of the State
is an inhabitant of it, to that service upon him by
leading a calf at his last deed is necessary; (at 15000 being
the charge must be continued one term at least (at least)
Tore in this case, the it does not give relief be added quan-
Jal. 25.0. If not continued, judge is erroneous sub-
mit. Price 2/1: 2/1 to be done. Deft. and under
be used. a constabular. the latter should be cited to appear
if not cited the 200 it does not abide but time is al-
be used to cite from 10-2-14

The Old may not render the outer doo or men-
door of Court, house to acer. his coron or take his most
deed of inner door. Court's 540. 1. 340 1680. 738
Hob. 12. Es. 1321. 5. Deft may be discharged by the Court
before Tres. 1-7-12

Arrest on Sunday, 1826 at 89 Cas. 2 Fournon
by our. it resorat may can't know it. Es. 1792. 1. 726.
Bec 28 212 8 8. 5. 51 175

But one house is privileged only to himself
namely their own rooms. If any other person or another
rooms are in it the outer doors a man after request
be broken to arrest him or attack his goods. Tres 20
Cas. 10-3-12
Where a person under illegal arrest alone is fairly served with suit process at the suit of another, the latter service is good even if any collection 2016 c. 823 4995

When terms, societies, proprietors or other communites are to be sued service is made by leaving a copy with the chair or either of the select men or committees near it L 815

In cases where a minor is in custody cannot be served with civil process without leave of the Court or one of the judges (c. 8) in writing for an offense 652 237 73 318 16 Ch is Cown

In suits but to 420 or by 67 the time of legal notice in ordinary cases is 12 days i.e. the process must be served on Dept 12 days inclusive before the day of the Ct's sitting. Substitution single magistrate 5 days inclusive 15 2 25 1889

But in suits in terms of a other communities the suit before a single magistrate service must be 12 days before sitting of the Ct L 6 115 c. 1889 A. 2 d 1889
If a suit is brought against the owner of a vessel or its master or second, or any person who shall have charge of it, in any court of competent jurisdiction, he may be cited by the service of a copy of the writ. (C.C. 56. 1887.)

If a writ of assistance is not executed forthwith, or a return made thereof, in the manner directed, the court must appoint a new day for its execution, (C.C. 1887.)

In all cases where there is a case at law or in equity, the time of service of the notice is to be included in the computation of the time in which the return is required to be filed, or a notice of appeal is to be given, or any other proceeding is to be taken.

And if service is not made on the last day allowed for service, it must be completed before the ensuing term. As this is done to enable the party to make his defence.

Penalty for delay in giving notice is not within the above rules as to length of notice. This may be set or omitted from process, i.e., a notice is filed on a matter complaint made to a magistrate, (C.C. 48.)
Whereas the one lot in the form of civil actions the cause not to be other cases is necessary I conclude.

It is certain, after the suit returned, to the Court Conservators is not within any of the above rules, that reasonable notice be given, and in the opinion of the Court the notice is too short the Court in its discretion will continue the cause or postpone the trial here, Act 1, the Court cannot take advantage of a negative service in his Cdt. Novt 29th.
Bail

of two horses in Case 1
To the Officer 2° - Special Bail

1. Where the body of the City is arrested under an actual 3. No bail is offered the of must regularly commit the Deft to prison for being custoty, namely, case - when arrested on jurors process return a writ, must return to a magistrate. It must level of 106. 116. 215. 218. When necessary because not does not order commitment.

Notes committed, the Padre according to our rule, take bail of offense (I. L.) the Bail bond thus taken is assignable as in other cases.

2. Deft 2°. 3°.

But by it 25. 159. 116. 116. The Deft is bound to accept said bail when offense 2° to dissolve the Deft.

3. If 2°. 106. 106. 123. not 5. 6.

If bail, or admit to bail, a person arrested is to deliver him to his neighbors or their giving security for his appearance. If he is arrested to continue in their friendly custody instead of going to jail 56.
The right to arrest the body of the Deft or receive bonds in lieu of his right to take it or as but as the object is only to secure the Deft's person to be taken or to be the person's life or where in contemplation of Law be putting him in custody of such sureties, a sort of keepers.

The security given is called a bail bond. The obligors are called bail. 3 240. 2 50 140.

The bail under our law must consist of one or more substantial inhabitants of this State of sufficient ability to respond the judge that may be necessary. St. 80. 2 50 140.

The bail bond is conditioned for the appearance of Deft before the Court to which the suit is returnable. St. 89. 2 50 140. civil eff. 2 8.

The bond being given the Deft must be immediately liberated from arrest (St. 89).

If the refuses to accept such bail when tendered all is liable to the Deft for false imprisonment. St. 191. 5 Bac. 191. 11 Rob. 120. if tendered before commitment the goes bail in 1st case his. St. 206. 2 50 191. 14 Bac. 196. 2 50 141. 14 Bac. 191.
If the defendant is convicted of the offence at trial he must be detained in the prison no longer than 5 days after the verdict. If the defendant is acquitted, the judge of the prison must discharge him on his order. [RC 85, 72-141]

When the defendant is dead, leaving no executors or administrators, the court may be discharged of the court. [RC 49, 258] If he is in the custody of the court before he is discharged, he may be discharged of the court before he is discharged of the custody. [RC 49, 258]

The defendant may be released without bail but the defendant must be apprehended under the order of the court. The court may order the defendant to be released to his sureties. [RC 49, 258] If the court orders the defendant to be released to his sureties, the sureties must be sureties for an amount of 1,000 Pounds. [RC 49, 259]

But the defendant cannot obtain bail for himself. If the defendant cannot obtain bail for himself, the court may appoint a surety for an amount of 1,000 Pounds. [RC 49, 258] If the defendant cannot obtain bail for himself, the court may appoint a surety for an amount of 1,000 Pounds. [RC 49, 258]

Any undertaking otherwise than by bail bond that the defendant will attend on some process shall appear to be void. [RC 49, 259]
The Court if the off. takes insufficient bail he is
bound to the 8th or more est returned upon the ex-
cept in an action for escape 5 & 39. 10th 84

Sec 4 in Eng. the rule then is to rule the Sot
first to return the writ & then to bring in the
body & if he does not in the latter case perfect
bail above an attacht issue v him to compel
him to pay cost & costs 1 Boc 291. 3 & 4
Boc 38. 20d. 2. 1 H.Sc 230 2. Mod 180. 1
2 Boc 2. 12th

Decided in Court that the of. is not bound
if he takes bail apparently sufficient at the time the
they should afterwards fail 1 Root 54. K. 8388
Secs 4 in Eng. 3 Boc 241. 3ed 10th

The bail may at any time on suspicion of princi-
pals intending to escape take his body whenever he
may persuade or surrender him to the of. Has
been held here that they may take him even on Sunday
or surrender him afterwards this an original arrest
on that day & be void 1 Boc 203 8. Mod 231. 7". 7785
88. 2. H.Sc 146. 3. Mod 325. 2. 202 Decedt Const
236. K. 176. & the case decided to a void. escape in
this particular 5 T. A 25

But the of. is not bound to accept a surrender
before the return of the writ it is optional with him
hears of bail above they may surrender at any
time & the officer must accept 1 East 809. 310
127 737 7th 122 8". 458
The bail have no authority to command assistance in taking their prisoners but they have a right to obtain it if the case & their assistants cannot lawfully be resisted.

Reinforced in Court that an off having made an arrest may in an emergency retake the prisoner in another State (footnote 17) Note 29.9

It then the P. having refused to accept an ar-
mente of the bond, made the P. go an escape it would
be a good idea for the latter that he took suits & vail, of
arrest, so I was forced to assign the suit the same
turns upon the P. object whether the back were
right & left Root 24 502 393

Inc. Is it necessary for the P. to share that
the must assign? En is it the P.'s duty to demand
it & 700 it seems to easily that it is the P.'s duty
to demand it to 6.90 that it avoids a readiness
& assign would be right to the Inc.

If he P. having recovered a suit on the said
bond paid a suit or this 2'1 & 2'0 was not caused by
the parties to original debt & costs. The 2'1 may
still recover on the S. for the 2'0 fees & disbursement
& Root 251

If Debt cannot be twice held to bail on
the same cause of action. & Debt 25 i.e. while a
suit is pending in one arrest Debt cannot be ar-
rested again for the same cause. If he is bailed
will discharge him. & Debt 25. & S. 1209. 10

Forwards as P. was non suity in the first
action he could not afterwards arrest Debt for
same cause. & Debt 25 L. 2 02. Niles New 1st 39
1209 1 NE 381. But ever more in Debt on debt a judg-
dec. cannot be arrested, if he was arrested in the
first action. & Debt 37. & Debt 18 10 89. 2 Oct. 93. 7 T. 257.
The condition of the Bail bond is that if Debt as appears at the time B. P. to not be true or of occurrence does not or cannot work any perfection of the bond. For if the B. P. the bail are made liable only in case if principal's avoidance or the return of the said. 830 R 260, 882, 484.

If then Debt is not surrendered in debt to the B. P. duty if he would subject the said to take out & 2 to use due diligence to have his body taken & if the Debt is surrendered or & others taken & returned the bail are saved.

In reverse the principal makes avoidance (i.e. not surrendered either in B. P. or Ex. B.) & non est loci is returned the bail are liable to 2 39 & 350 150 832. 83. Thus liability extends to debt & cost 1 250. The reason non est loci must be made of conclude vott as to the person's servant estate not as to real estate. For Debt is not able to accept real estate in discharge or instead of the bond.(in)
In Eng. the action must be in that court and the merit action was not 891, 152 F. 500, 187 U.S. 1028, S. C. 86 L. Ed. 385; 1880 Texas 544.

Indeed an actual summons of the principal or of the sure by is not necessary to save the surety for it is the duty of the surety to make diligent search for him if by the use of due diligence the surety cannot take him the surety is liable does not liable 2 Ho. 174, K. L. 384, K. S. 382. 7a.

But it has been determined in a case where the principal took himself as in an instance of the use of due diligence by the surety taking time that the surety were liable despite avoidance 4 K. S. 175.

The return of non est in - must be fairly made of the surety are not liable if by artifice process such a return to be made unnecessarily for the purpose of subjecting the surety they are also charged 2 Ho. 174, K. L. 384, K. S. 385. 14 (70?)

It is clearly not necessary for the surety in order to subject the surety to delay the return till the expiration of 90 days for the purpose of finding the principal all that the law required is that he act fairly. Locatable K. S. 383. 8, 294, K. L. 384.

2 Ho. 175.
If the prisoner absconce men est absconse returned
the bail are saved "actus iudicis" (Bac. 210) Note 2018.

1. All to the left that may be displaced (Bac 589)
   1. By an actual surrender of debtor's body to
      be either by him self or by his bail (Bac 218.
      Note 201) K. 2. 380. 2 Dec. 5
   2. If a surrender of debtor's body or provision or a
      tender of debt personal paid, or borne men est
      in no return to be given. if a situation
      where return on to be given. by the use of due
      diligence 2 to 1786 Or by his death at sup
   3. As will be seen in answer 1, by debtor procuring
      a certain special bail. See 2. Bac. 101. 4 Dec. 6
   4. By debtor accepting a debt or trust special bail,
      in the words if custody is
   5. By debtor obtaining final judgment 2 to 1786
      (Cont. 16)
   6. Principal Bankruptcy sent to 12. 2587

A mere appearance is it without surrender or without special bail does not discharge
the bail. 2 to 1879. 1786. Does not a dehuty
Plan? 2 to 189. 1902
(N.B.) If a suit is commenced in Court it is necessary for the sake of the bail that the surrender be entered on record. If no other than record entry is admissible to prove the fact, Sec. 174, Kst. 180, Hob. 210, Ev. Juc. 102. 1 Sec. 12, Ste. 50. 3 Bulst. 102.

On such surrender the Pt. must move the Ct. that Debt be taken into Debt's custody otherwise he may go at large. If Pt. loses the benefit of his arrest, £28. 8s. 6d. Is it not the duty of the Ct. to order the Debt into C. ex officio? If a new arrest is not the practice.

If the principal is in custody for a crime the bail may bring him up by Habit. C. ex officio to surrender him. Mil. 218.

When the Debt whose body has been attached appears in Court (I. does not enter special bail) he must place it in custody of the Ct. And if Pt. accepts a plea not containing these words the Debt's body is discharged. C. L. 288. 2 Sec. 782, Kst. 494. Is it on the bail? Does the rule hold if he is surrendered in C? The acceptance of the Rule is a waiver of the Debt's right to hold the body. 20dec.

But if the Debt having pleaded "in custody" personally in the original action he is not obliged on a new trial being granted to plead in C. again (Chitty v. 3 Asp. 80) of course he is not obliged on the new trial to give special bail, for this is given merely to prevent his being taken into custody. The Debt has answered the Cause by surrendering himself at the return of the writ. I. on obtaining judgment he was of course released according to Law.
If they accept in C. by a Def't whose body had been attached a plea not containing the words in custody, no special bail being given, 1st. as the Def't premises the C. cannot in 't. require the Def't to plead in cus. or give special bail. The C. has waived the right by accepting the plea. 1 Root 101.

Same rule I conclude if the said appearances in C. & 1st. Def't had appealed for there would be the same ev. of waiver. So I conclude the same rule would prevail on a new trial by either party, & whoever prevailed on first trial (causa quae supr).

Appearance is the first act of Def't in C. & the law in C. 1st. by St. 12, 122, may enter a com. appearance for Def't. St. 124. 2d. ante.

The Def't appears regularly by himself or Atty. at C. parties could not appear in gen. by Atty. 21. At. 600. Now by St. 124. 2d. they may St. 114. C. L. 183 a, 171 a, 1 Mod. 244, 248 89.

Corporation agg. must appear by Atty. St. 114. C. L. 606. The deft. & has decided that an Atty. may not appear for a town C. unless authorized by a vote of the town or by an agent authorized by a vote to retain an Atty. St. 126. (If any) by Guardian or next friend (def'ts) by Guardian. St. 119. 2d. C. L. 125. They cannot appear as Atty. St. 88. 2 Root 258.
II Special Bail

When a defendant who has been arrested is set at liberty by an officer, or surrendered into Court by his bail, or by his own voluntary act, he may be admitted to Special Bail on which he is discharged out of custody. C. 1353, 33 & 29 Geo. I. the bail to the sheriff or coroner discharged.

This is called in Eng. bail "above" or bail to the action 30 & 2 Geo. I. 1157. And if surrendered he is not allowed to plead without special bail from the Queen. St. 1. 39.

Special bail according to our statute must consist of "sufficient securities" but it is more common to accept one security. St 1. 39. If the Queen does not accept the securities offered she is obliged to order bail sufficient by examining of witnesses.

In the old special bail is given in open Court only the securities entering a recognizance is a scott. Where the Defendant shall abide the final issue. St. 1. 39.

The recognizance is made payable to the Queen. C. 1353. 11. Provided that the party for whose benefit the recognizance is taken may sue up on it whether he is a party to the suit. In Eng. it may be taken before a judge or commissioner out of Court.
If the accused, after the special bail are obliged to satisfy the whole judgment rendered by their principal;

But is forfeited as otherwise than by the principal's avoidance or return of non est invent, or the execution as in case of bail for appearance at Court, Sect. 47, 119.

In Eng., the bail may be discharged by surrendering the principal before the return of the bail; see, 9 T. 473. 11 T. 387. 14 T. 428. 15 T. 176. 18 T. 240. 21 T. 406.

In Eng., an attt of the cl. cannot be special bail to prevent maintenance & brokerage. Decr. 450. 452. 13 T. 183. 14 T. 75. 31 T. 47. 14 T. Cl. 70. Jones in Cowe.

In Eng. bail to the action i.e. special bail have for the purpose of taking their principal a night to go into his house as much as he has himself i.e. I suppose a night to break his doors. 21 T. Cl. 126.
And that they may break to enter the house of a stranger in which he resides to seek for him, the outer door being open. 21 Hel 120. Dec. is it necessary that the outer door be open?

Do not the same rules apply to bail for ransom.

In. Whether special bail recognised in one case can take their principal by virtue of their bail alone in another?

Decided that they may be sued at as in the case Ross v. Waldens in 1860, since K.L. 185 3 Car. 185. 7 John 5 5 Dec. 1704.

For the natured form of a bail see 30 R. 891 1 & 2 & 3 & 3 & 5

It is merely an entry or memorandum of proceedings in letting Ceff to bail.

Bail may break an outer door to take principal 77th An

If final judge is rendered v. Ceff the rule is that on minors' avoidance & return of money the special bail are bound to satisfy the whole judges' debts damage & costs K.L. 388 & & C.


The usual form of proceeding in special civil cases is as follows: it being found to matter of record 1839 2 Dec. 1751 Court 3780. I suppose all may be double.

On the reception of the judicature, the principal is affirmed as the court with additional costs.

But the service of the process on the record must be served on the record within 12 mos. after final judgment. But the bail by the court are liable to the same limitation at 2.30 2 Dec. 1751 Book 380.

Decided that 12 mos. are calendar. mov. not known 2 Book 390. per a. c. Leiter 1.5 2. 20 Dec. 141 912 22 6. 148.

The particular day on which judgment was rendered may be proved otherwise than by record 2 Book 380.

For no other entry is made in our books of the particular day on which judgment is rendered. All judgments being entered on the first day of the term.
A special bail is given in C.P. if an appeal taken
the 1 year after process must be served on the bail
within 12 mos after the judge rendered in the suit
The judge of the C.P. in such case is not final with
the mechanics of the limiting clause in the state
for it is destroyed by his appeal

In consequence of this limitation suit must be
taken out within 1 year and must be returned
within 12 mos (it says) if it must be taken out in such
reason that the return may expressly made unto
the judge at the day before the year expires

But according to Swift it may be taken out
at any time where will admit of due diligence
to take the principal 21st 1791 Collin v. Collins 1 C.P.
And C. 1809

Suits on bonds or recognizances are not
within this limitation 1780 305 313 21st 175
(ante)

A recognizance for the prose there ahead
by Deft does not regenerate the special bail
in this case both bondmen are liable if suit
pros v Deft for 50 $6 to the special bail on the
return of mon etc for damage or debt also
Under our it become backd oad to the Sy. may a judge being rendered recovered act then above satisfaction maintain an action as their prencle $58 3/5 £1 356.72

The labour of indemnity is given they may accordingly maintain an action upon it as soon as they become liable i.e. on the principal's assurance a return of non est non i.e. before suit but (see co to save harmless^)

Not, it is no eff. to bail that they are indemnified to deff to any third person Test Phil 21.108 except above cttly in the ante

And an erroneous judgment reversed by a writ of error has the effect of a final judgment or rather is deemed a final judgment within this rule 2 S. £175. 6 Chat 102 469. 599 sec 11179. 30 as to bondman an appeal by deff for bond 1 Note 449

So a judgment in favor of deff afterwards set aside by a new venue is final within this rule 1409 1 50-176
Some rules extend to bond for prosecution only $69 Ru.

Every person in chief then rendered for debt is subject to every such person to render in the sum or by a single magistrate not appealed from discharges the bail.

Special bail may also be discharged like bail for appearance by a surrender of Defen's body (or suppose of sufficient personal property) or in the case before non est uxor, returned or by his being in a situation he might be taken by the use of due diligence or by his death before such re- turn 2 Sir 173.5 / Bac 210.7 / Rolc 586 / Knapp.

Special bail may also be changed on motion if the bail have failed to for other reasonable cause / Article 775.8. So where any cause for pros of actions on appeal 39.
Of Evidence & Readings

The Court having ascertained & ascertained it is next having consented to the taking & to be taken into custody, is to make his Evidence which is to be made in Court, is the next proceeding.

In Boy, after bail is put in the next proceeding is the filing the Oath on which may render certain circumstances by done with in a year after taking out the bond. 300 291, 577.

By insurance is meant a denial of the cause of action 300 291. But that may be renounced in several ways without defence as well as after defence made.

II Defeasence

If Court does not appear at the return of the writ after being three times publicly called to do it, he is said to make a default of appearance, and his default is recorded. Oh c. 25.

In Court the Court is called on the first day of the term & if he does not then appear by himself or by any person to his cause or being called (at suit) his default is recorded, I judge is entered up & he is then in effect is the appearance and by the second day if he does not appear or does not move for a trial in which case the default is overcome by his paying the cost to that time 125.
The Pif therefore cannot take out or on default till the third day of the term.

In rep't it is not usual to call the dock at. Regularly therefore judgment is not rendered upon default by that court till the cause comes to its turn for trial unless the Pif. moves that the cause be called.

By rule of both the however the Pif may at any time take judgment of default without appearing for itself unless the Pif's att'y will declare in open Court that in his belief there is a serious defence & unless he does this it will order a default to be entered.

After default made itself is considered in Court for many purposes 22 16 15 18 19 43 67 70 72 73 to 78 79 84 85 Ch. 21. for the purpose of moving to be heard in damages or for the purpose of moving for arrest of judgment & & May. 1274 C. L. 811

But when a default is not in & for the purpose of making an appeal unless there has been a hearing in damages 17 90 69 67 70 85 80 (ante).
In an action on a bond or a promissory note, damages are assessed by the court. 1 L. 895. In Eng. by a jury of inquiry. Doug. 301. At least by always, have a hearing of damages before the court. But of late a jury has been dispensed with in certain cases in Eng. as in actions on Bills of exchange 8 T. R. 326, 195, 45, 11 R. 325, 41, 7 T. R. 173, 16, 475, Ch. 194, 18 L. P. 329, Doug. 301.

In Eng. a default regularly admits nothing but that P must be deemed to recover something. 8 T. R. 302, Doug. 302, Ch. 195, Tind. 494, 3 Mc. L. 45.

On default suffered when damages are in question, the hearing of damages is moved by the court. The judge goes at once in chancery for the whole sum demanded. 1 L. 215, 216, 217. Ex. E. c. p. cases of tort, gently of some of contracts.

But if hearing be deemed to move the default admits nothing more than that P has been in action, he must prove to what amount he has sustained damage. 8 T. R. 302, Doug. 302. So that default, as far as admits nothing more than P holds title to recover something. As in Eng. there is no motion is made for a hearing in chancery judge goes for the whole demand (at law).
Where the damos are ascertained as by a negative obligation for money, the assent acquires a
liability, not to the amount of the damage but for the face of the obligation except so far as
it is diminished by endorsements i.e. when no motion is made for a hearing in damages.

Same rule when damos are ascertained by reference to a known standard as in actions
for obligations for consensual articles. Where
the &c. ensure of the by-standers as to the value
of the articles the no motion at law. Subtract
endorsements if any.

But if such motion is made after de-
fault, the Debt may in court prove payments
not endorsed 1 denied by the P&f seers in Eng.
3T.R. 302

In Eng. these bring no motion for a
hearing in demand the rules which regulate
the amount of damos in a default differ
somewhat from ours, there if damos are
insufficient a default admits only a cause
of action, but on an obligation for money
it admits that Debt is liable to the whole
and deducting endorsements as in Court.
3T.R. 302
Non Suit

If the 
P after the return of the 

not

victor of any default or delinquency of the

the act and 

it must be

The 
P may also voluntarily 

answer or after defense made by permitting himself to

three times publicly called not answering. But

must be taken before verdict delivered to the Clerk

and 
P B. B. before verdict. But if the jury

is returned to a P or B.-consideration he may become a

suit before the P B.-verdict delivered to the Clerk B. B. 371

In these cases 1st motion has just 510 to settle with

or the has made defense or not. Not without notice. Motion must

be made on the same in which suit is secured B. 309

In P 371 it is common for the judge to order the 
P to be

suit while the cause is in trial if the 
P does not state

his cause does not show a cause of action

But the 
P is not obliged to submit to order. By

being called he may appear. If then the cause must be

tried by the order 13. 2. 1757. Case at N. Y. of 
P recovering after suit ordered to without delay!!!

After a non suit by order of O it

is ordered to be in the for the purpose of moving to

the above as being at least 2 h. B. 333

Non suits never ordered in Court.

Orders non suit. 
P may sue again for same cause
3 Oct. 1835
Retract

A retracit may be entered in all cases on a retracit, either before or after advice made [Hb. 295]

A retracit or withdrawing of the suit is an open voluntary renunciation of it in open court [Hb. 295]

After retracit in Ex., he cannot commence another new suit for the same cause [Hb. 295] Reuss in Court.

If a new suit is in any stage of a suit in which he may suffer a new suit, not after verdict advised or (at any) nor after a return of a verdict or a verdict nor after the Ct has expressed the substance of a decree in Ch. the no bill in form has barred [Hb. 571] [Hb. 278]

After retracit the Court must move to have suit in court or he loses the right, it must be made in that term in which retracit is entered [Hb. 295]

If both parties fail to appear at the return of the suit on being 3 times publicly called the entry made in such practice is "The appearance" after when the cause is out of court. The suit renewed by the Ct cannot be revived without the consent of both parties [Hb. 361] if it is bill of exceptions may be brought filed & judgment entered.

If both parties having once appeared fail afterwards to appear on being 3 times publicly called a discontinuance is entered & the cause is out of Court [Hb. 278]
Defence is made to the Coast Clerk's Case 5132206. Od. to the right means of notice i.e. right time to plead see Cleas' Readings.

Time of making Defence
plans in abatement in 24 hr. By Stat in cases all
are to be heard I determined before the jury are impaneled. It is the
time in every case joined before that time.

This provision has been found impracticable.
The rule of its now is that they shall be made &
tendered only before the rising of the Ct in A.M. of
the 26 day.

In Resp. Ct all original Plase in abate
must be made & tendered or delivered to the Cth
before the opening of the Ct. A.M. of the 26 day.

Cleas in abate: which go to the merits not
within this rule as on pet in Ct + Cleas in abate:
hints of error:

Cleas to the action the sub. Ct. to be made
according to the old rule by the sheriff of the Ct A.
M. of the third day where the term is but one week
of the 4th day where the term is longer. (Sept 58)

This rule has never been strictly regarded
in practice. I since the new organization of the bar,
At a rule is made every time as to those causes
which are continued for pleasure in vacatio.
Charging Various Pleas

Under our State, when Castle (Castle) supposes that he has missed his plea, he shall have liberty to alter it, in the case the court may at its discretion oblige him to pay costs & it is to have a reasonable time allowed to make an

But after Castle has decided to issue it, no further renewals upon it in any Ct. he cannot alter to the declaration

But it is a common rule that if one, in the libel, pleads or may change his plan made in the Ct. below, because of the

If, after the alteration of the plea, under the act in the libel, it was originally made, it has been decided that the libel may alter even after trial, has begun (root 25 404 414 2 405 2 36 227) It saves a new trial for mispleading of the libel when ever

A libel made in Ct. to a plea in abate, may be altered in S. C. root 301 But the Ct. will not allow Castle to alter it in any case by making a new plea which is applicable to the action (root 425)

Castle has been allowed to alter by pleading to issue after a dem. in the case, delivered to the

Decided that pleas in abate may be altered 2 205
Issue of Issue

The issue being raised the cause comes to trial.

Regularly matters of law are to be determined either in the bill or pleading, not to be tried by the jury.

Matters of law are however apparently involved if issues in fact, especially in the case, issues in our practice.

On the other hand issues in fact, may by agreement of the parties or tried by the jury, not without some argument. 16 27

Issues in law are always determined by the law 16 27

After the trial begins to the jury, the party will not stop the hearing to continue the cause without the consent of both parties 2 Robt 25, 45

Our lts do not on giving the charge to the jury direct them how to decide, nor give any opinion on the fact or law 18. But if dissatisfied with the verdict they may in civil cases return the jury to a 1st or 1st consideration, not to a 2nd. 1st 1st 1st 395 495, 604, 179, 418

This may be done in law, but is not usual as the judge directs the jury in the first instance.

After the cause is committed to the jury no further argument or evidence can be heard. 16 286

The party who takes the affirmative of the issue in fact first exhibits his ev. 1st his counsel proceeds closes the answer 5 1 Robt 371
If the Court has entered on his defence, the Pet having closed his case, it is discretionary in the Judge or Ch. to let the Pet into case on a collateral point before it is controversial, to turn the verdict as to the merits of the principal plea or not. East 92.

On issues of Law, the Counsel for the party taking the exception deems it closes the case.

On motions of interlocutory questions only one counsel can be heard on each side without leave of the Ct.

By it only one counsel is allowed to argue a cause even on the merits unless the demand is above $35 or the title of Land concerned $350. Rule not regarded much in practice.

If a person is arbitrarily made Deft to prevent his testifying, there are two modes by which the purpose may be defeated. 1st. If in case act his the deft, will on motion expunge his name & compel him to testify, 2nd. If some slight ear arg. where he may on motion be treated like an accused to stay in 1241. 232. 246. Pat 255. 1 Rool. 159. 24 2012. 460.

As to power of Bills of Exceptions, see to ev. to see Reddings for challenges to the jury or for New Trial. Consent of Judge to.
Verdict

The verdict is the answer of the jury on the issue closed to them. 1 R. 357.

Recollect every issue should be found of affirmatively or negatively in the terms of it. Not that the jury to say that "find for Plaintiff", or that they "find all the material facts to be true." 1 R. 357.

Yet if they find in terms the substance of the issue the verdict is good. See Cluster of Judges.

The Ct. may alter the verdict to make it literal where the substance is found. 1 R. 357. 2 D. 205.

The Constable who waits on the jury may not be present while they are deliberating on the cause. 1 R. 357. Will judge be assisted for this cause? For Cluster kinds of Judges see Pleas and Proceedings.

If jury give more damages than are claimed ed. Ct. may deduct the excess & take the judge's for the rest. L. 634. 232. Ep. 902. 420. 4 Dec. 2575. 1 R. 357.

Let's when recoverable see "Usury" acts deserving deemed when there are several. Ct. to see action of Trespass by left & A. Bat. 1 L. 208. 435. Ep. 517. 420.
Casts

are regularly allowed in Court in all
to the prevailing costs in all civil actions ex-
cetpt in cases 2 S. 203
1. They are never taxed for the Pst or error
of the seat or error see Writs of Error St. 187
2. Where judge is assailed for the insufficiency
of the Decr. 1 Cl. 2. 1672. 2. 4. 21. 2 S. 203

3. If Ctr. in Book debts fail to exhibit his
book acct. to be offset at the Pst. after wards brings
an action at the Pst to recover the book debts while
might have exhibited in a former action, he proceeds
he can have no costs unless he can shew to the Ct.
that he had no knowledge of the former suit or was
mentally hindered from appearing & exhibiting his
acc. St. 138 k. 2. 131

4. On appeal from probate to Sup. Ct. if judge
is disaffirmed for mistake of the judge no costs
like suit of error (Ch. 15) 1 Sec. 1 if the mis-
take was occasioned by the fraud or neglect of
appellee

Small actions of lbs. or b. of the case tried in
any Ct. or Sup. Ct. if the dam has not exceed 20$ 00
no more costs than dam, unless the title of land, thought
do use or the use of water is in question. St. 27. 66. 2. 268. 9. 2 S. 88. 7. 100

And in all actions of Assid. 2d. 2c. 2d. 2c. 2d.
false is or R. 2d. 2d. 2d. in the Sup. Ct. less than
$70 only is recoverable costs account by the appeal are recover
by St. 2d. Except when Dept. appeals 2d. Dept. recovers
full costs St. 2. St. 687. 2 S. 88. 160. 128. 268. 9
Trust for c. 41 l. ep. delivered to Meiji suit butt damages 12 l. full cost allowed Root 106

Whenever a defendant appeals from a judgment on a plea in abate, it does not support the plea in the Ct. as appealed to costs shall be taxed as fine up to the judge on the plea in abate. Let a shall issue for there, wherein the cause may be finally issued. 22 Dec 259. To discourage frivolous exceptions.

After a suit has been abated, an amendment of 09 obtains, since judgment the recovery may be which accrued before the amount except, and duty except for Ks. 363992, to 238 K. 2391.

An appeal from Probate to Sup. Ct. by minor the decree being affirmed costs were taxed as the minor. Root 325. But should not the costs have been taxed by the guardian see "Parental Child." On motion in arrest of judgment by plaintiff is awarded full cost are taxed in the final judgment Root 373.

It is an action by several one Deft. obtains a verdict if the Deft. prevails, at the same cost is entitled to costs. But he can only one All the costs, only his proportion of the extra jury fees Root 249.

If two Defts are joined in a suit in which they cannot be joined if prevail. costs are for each suit, or securities if the judgment were proper then there would be but one bill of costs to be taxed for both. I attend for one only.

And if two or more Defts recover in a suit only one bill of costs is taxed. I attend for one only.
A petition for new trial if respondent is cited to appear at the time to which the petition is returned, the petition is addressed to the court at another time, the respondent is entitled to costs. He is in error in the citation that the petition is not regularly before it 27 Oct 31.

A petition for new trial if plaintiff is acquitted he is entitled to costs as in civil actions 27 Oct 31.

On appeal to the supreme court, the costs are taxed in it by the judge on the record if said may be taxed out of it 27 Oct 31.

On appeal a plea in abatement costs are taxed in 24 Oct only up to the 25th day of the term. Because it provides that such plea shall be heard by then.

The bill of the prevailing party has been upon the costs may require the bill, depending on the adverse party, not to return the bill to the plaintiff 25 Oct 222 230 230 27 Oct 186 42

But this plea is subject to any counterclaim, the adverse party as a set-off 17B 224 128 228 30 27 Oct 186 42

The party amending is to pay costs at the discretion of the court 225 342 27 Oct 186 42

For modes of setting aside judgments see the Code of Civil Procedure 27 Oct 186 42

As to the plea 25 Oct it may remand or suspend civil letter with improvidently granted.
Amendments (No. 2)

Freely at C. L amendments the allowed before the word was made up were regularly not permitted afterwards except in the time in which the act recorded took place 3 Bl 407 411 1 Bac 39 8 15 187 4 Bau 2587 Laws on Plead 3 15 23

It present amendments are more liberally allowed in Eng at C. L those justice requires it they are permitted to amend at any time while the suit is pending i.e. before final judge not afterwards 3 Bl 407

The now all formal mistakes in Eng are aided by the Act which are numerous the earliest of which is that of 1455 Ed 2 (3 Bl 407 5 1895 94) Laws on Plead 3 15 28

Those are extended in part to artificial formal mistakes not to substantial defects or mistakes 13 Bl 106 101 2 106 118 94 2 155 159 94
We have two titles on this subject. The first provides that no writ, pleading, judge, or proceeding shall be acted upon or stricken for any known or circumstantial errors, mistakes or defects in the record if the cause may be rightly understood by the IT. Still...

This provision is however too general to admit of any full application. Pleas in abate: I special

emphasizes the formal defects are frequent & successful

Our old SC. provides that when on plea in abate: judge is rendered in favor of either the case shall have liberty to amend his writ or part of cost to the time of handing: This is extended to formal defects only

Decided that a motion to amend under this it was unnecessary. (p. 5.6)

By act 1794 the several acts of laws & orders may at any time permit the parties to amend any defects, mistake or informality in the writ, deed, pleadings or other parts of the record in civil causes upon part of costs at the discretion of the IT. It is

2 for 297.
This Pt. differs from the old in many particulars.
1. Under the old sta. the motion to amend is neces.
   sary. "It may permit it." Sees. under the old.

2. Under the old sta. the unit only was.
   amendable. Under the new every part may be.

3. Under the new amend. may be made at any
   time by the party who made it by letter party at any
   time afterwards. (Footnote 3050) W. 57, 119

4. Under the old the party was obliged.
   absolutely to pay the legal costs. Under the new the
   allowance as well as the amount of costs is held to be
   discretionary with the Ct. ( ante ) (Footnote 3050-
   3065)

The sub. Ct. however allow the taxable costs
apt. the party amending almost universally.
The Ct. it is 2-3 Ct. сделал allowance.

5. Under the old at formal defects only were
   amendable (ante).

Under the new every species of defect may be
amendable except where the process is erroneus or de.

Footnote 3050-2065 Ex. No certificate of
duty. paid. 2 2 2 2.
2d where the amended proposed would change
the nature of the action 1 Oct. 58 20th 474 49
3d where the suit is not strictly one the proposed
amended would not aid it to sustain service
Pst 2 10 205

He has been allowed to make the damages de-
manded like v Clark 12 H. 47 1 casr 1800
Reveille 31 Aug. 1808 it will permitted to be
amended after finding upon demurrer that it was
intercalary 3 1 29 1 H. 47 1 50 1 1 2. 132 1 1 209
21 P. Mo. 300 Wem. 17 Horn 204. 316. 498

Resp. 2 amended after verdict 1 Oct. 58 20th
54 1 29 1 Mo. 375

To 92 5th 1st changed to special
Ellis v Clark 1904 2d

one of 2 RPs permitted to amend by erasing
the name of the Co RPs 1 Root 85

Write of Error misdescribing the it below
amendable before 11 Sep. 1 Root 551. 115. 178

Write of regularly not amendable in Eng. 16m
8th Jul 49 Coor 340 1 Dec. 20 209 5 M67 58
Write of Error in Coor is in form an orig. and seems
in Eng. 3 81st
After amendment of the suit. If any pleadings are made or moved for from the time of amendment, it is a new suit.

But when a party has leave to amend, he may amend at once of all amendable defects.

The record of a justice is not amendable on suit of error unless the book of minutes or minutes of justice to make the amendments. 1 Root 178

So in suit or legal mistakes of the clerk cannot be amended after the term is past unless there are written minutes as at suit, 1 Root 372 Seward during the term.

Proceedings in an are amendable as at Law.
1 Root 272 24274

Cite alleged to amend his plea after true began to the jury. 1 Root 20
The Stat. of amend. does not extend to court
proses nor to quit claim thereof with prose 2 Qur 1009
1Baq 95 5 Tal 51 Lvo 114 Lvo 3 Ali 759855

It can t no diff. between amend. in cor
1 crin. cases Qur 2507 2 Qur 1009

If the statemnt of an extrinsic fact will
make the suit good it may be amended. Thus
where the defect in the suit is extrinsic it may be
amended. If a statement of the truth will make it
good &.\ Mismenor, misdescription be

But if such statemnt will not add the suit
it is impossible to amend. Ex. Insufft. service
in fact tho the endorsement is suit good. Here
no amend. 2 So 205 So of. pending a former
suit for some cause de 56

So if return of service is in sufft. on the
face of it yet sufft. in fact the suit may be a
mended by stating the truth. 2. L. 391 Qur 205
But when the writ is void it is impossible on the nature of the things to make it void by any alteration. Cf. 10 Simon v. De Pege. To certify of duty made, to correction to the decree.

In some instances a verdict may be amended by the court. If on a deed containing both a void count and ev. in error on the deed of the same note a gen. verdict for loss it may be amended to the judgment recovered on the count only to wit the ev. amended. Doug. 387. 1001. Le 329. If a verdict is given on the void count the 302. 2 Burn. 528. Hence a venire de novo must issue.


And a special verdict may be amended as where a circumstance decided by the law materially 2 clearly proved is omitted. Talc. 519. 519. 1 Pre. 134. Pre. 101. 4 Cal. 47. 466. 52. Co. C. 144.

But in a crimen base a verdict whether gen. or special is said not to be amendable. Talc. 53. 1 Pre. 101. 4 Cal. 141. Pre. 111. Mod. 54. Doug. 362.