Seth P. Staples (Seth Perkins), 1776-1861

Manuscript notes of lectures by Tapping Reeve taken down by Seth P. Staples.

The catalogue of Litchfield Law School does not list Staples as a student there. But he may have attended the school for a short time. This notebook was used by Staples for the instruction of students in his New Haven law office.

Many pages are blank. Contains autograph of Seth P. Staples.

The catalogue of Litchfield Law School does not list Staples' name, nor do biographical sketches mention his studying there. He may have attended the school for a short time or obtained permission to copy Reeve's lectures. This notebook was probably used by Staples for the instruction of students in his New Haven law office.
Manuscript notes of lectures at the Litchfield Law School, taken down by Seth Staples.
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Notes taken from lectures delivered by

Of Common Law

Himself's Equity

defined by Judge Blackstone to be a rule or strict contract prescribed by the supreme power in a State commanding what is right & prohibiting that is wrong. Sanctori jus et a judicia honesta,
contraria prohibunt.

To make a great number of divisions, as mercantile law, maritime law, etc., is unwieldy. Municipal law is not capable of more than two divisions—Public Law & Common Law.
That is not to be found in the Stat. Book is called the "com. law," which is the general custom of the land. There is one custom to which we can resort to determine the com. law. Hence it is called the "lex non scripta." In the more strict registration of the land, general custom forms the com. law, while particular custom forms rather the usage of particular places, than the com. law, or perhaps the particular custom of particular places may properly enough be denominated, the com. law of that particular place. What the com. law is to the whole country, particular custom is to particular places. As for instance, the custom of Rent, that land should descend to all the males with the community called gavelkind, is the com. law of that particular place. Both depend on particular custom of that particular place; the practice of the country, whether the whole county or a part of the county.
Mareante & Maritime Law are applicable to particular transactions only. Laws
Mareante relate to things relating only when
are transferred upon water in the high seas.
The Law of Merchants is the particular cus-
toms of Merchants which have been estab-
lished among them relative to their business.
The Law Merchants & the Maritime Law are
both branches of the same law, or that law as
the case may be. By some it has been re-
ferred to the head of particular customs,
or laws which affect the inhabitants of
particular districts only. These laws are,
for the benefit of ships allowed to be
of the highest authority, according to
the manner of laws that "uis liber in sua
arte redendum". For Mareante transacts
the least duration from perfect action
makes the whole contract void.
There are certain maximna in customs (so they are the name) destined to be prin.
ciples of the common law. When established
they are the common law itself. No law can
have a criterion by which we can determine
what the common law is. There are no situations
left in which these maximna are the end of the law.

Precedents.

When these maximna are
not law, i.e., they are not things
to which we must confine
our self as more, we must respect to
comparing justice for its decision. That is to say, we
must order to judge according to what the
judges order. Decision of the court forms a precedent for
the decision of subsequent cases under similar
circumstances. It is not true that those
courts make laws. It is true that
they do not make the laws of reason,
but they make decisions according to that
law. Thirty men, which is the number
of the same law. I say those laws are made
by their Ethical Laws.
The decisions of courts, without any other established maxim in the case except that of reason, form, the case law. Where courts in the law they could not get coherent, or least they establish the evidence of what the law is. Precedents are not themselves law, but only furnish prima facie evidence of what the law is; otherwise it would be impossible to alter them, lest to have no basis to alter established laws. If precedents were to govern absolutely, it would invariably happen that if cases it would produce all disagreement, not only in law but in every thing else.

It is often said by courts that such and such precedents are not law, the judge for a whole century together. Some precedents of principle are not synonymous terms. For it may happen that the judge may innovate the law, but a decision against every sound jurist of second law could be a precedent for every decision is a precedent. Yet it is equally true that such a decision could...
not be law if that every precedent is not law. If it be true that every precedent
is law, then it will follow that every decision of a Court is law, which is
hardly to be seriously maintained by any
person. It is frequently said that while
decision was against law, yet that
is against law cannot be law. In all
cases we should examine the principles
that govern, without rigidity adhering
to precedent. Precedents are useful tools
to make a genuine or liberal lawyer,
but only a technical one.

As there is a decent refusal
to be paid to men of learning, so there
ought to be great caution in departing
from their opinions. Reason alone, and
truth can warrant the departure. But
the argument denied from the number
of precedents is weak, and is strengthened
by confining whether the precedents
have been established by ignorant
men, or of competent, or capable judges.
Do we always place of judging the
opinion of great men, because devoid,
In every case, the Court must decide according to established principles whether reasonable or not. They are not to decide whether established principles are reasonable, but what is reasonable to those established principles.
of law

regards the Court established principles
are merely position, so far as the Dr.
concerned have no relation to action.

The time of legal memory is
one since the accession of Rich. I;
commercial usage means things in
customs that obtained before that time.

But this part not a
breathing part of the civil law. Many
entire branches of law, as the law of
Merchants, the law of Commercial

& executing decree for sea as perfectly
known at that time as the Chimes lan

guage. The law of Commercial is
system of rules which were established by
Lord Hardwicke during his thirty years

from Pidge's and Hardwicke. The law expecting
of com. law

executing decide took its rise in the reign of queen elizabeth. so that it is not necessary for the validity of comlaw that it should have existed from the memory of man, much more to the contrary.

the customs of our country are a part of our common law, and the laws of our county. the civil laws, as such, are a part of the laws of england or this country, not farther than it has been adopted by act of parliament, or our legislature. if, in england, or the us states, it becomes the custom of the people by long established usage, or has been adopted by us of yankee, it then becomes a part of the common law, or leges non scriptae; if adopted either by a legislative body in england or yankee it becomes a part of our act law. so far as it has been established.
If any of these means it is tending and.

The same process is necessary to the const. laws of Eng. can gain any authority in Connecticut.

It has been made a question how far the state of Eng. are binding in this country. The general received opinion is, that those only are obligatory which were enacted previous to the resurrection of our ancestors. They are considered of the same authority as the Eng. common law. The const. laws of Eng. have been adopted so far as it has been considered as applicable to the local circumstances of our country; but when it has been considered as inapplicable, it has been rejected.
In Connecticut the com. of stat. law on the 3rd previous to 1789, all the middle of the reign of George the 1st, have been considered binding. No good reason is given for fixing that period in preference to any other. All decisions in the English courts on the com. law since that period, have been considered as not binding in this State. The said decisions have been followed as precedents. New com. decisions with regard applicable to our country.
It has been the usual practice in civil cases when the Legislature enact a Stat. in the words of our King tolk. that they also adopt the construction given it by the King’s Courts of that the decisions made before it & adoption in this country by the King’s Courts are equally binding with the decisions of our own Courts.

The rules or regulations which prevail generally in any country are called the common laws of that country. Those which are to be found in particular places only are called the customs or usages of those places. A Court is bound always to take notice of them: rules of the common laws, but the customs or usages of particular places, which are called particular customs, must be pleaded specially by the party wishing to take advantage by them, of such special customs. When pled should be entered on record.
Lectures on Law 5 Sept. 10th 1778
by J. Pierce's Esq., one of the Judges of the Court of Convictions

Of Statutes

The ancient law of the common kind of authority, here as the common law of England.

It is not altogether so important in this State as in England to observe the distinction between public and private statutes, since in pleading both may be given in evidence in the general way. Nor need they be specially pleaded. There is however, this difference between them; in common law, any party defending a public statute, without pleading it in the general issue, a private statute must be pleaded in such a case. And in all other cases, as well here as in England, in which an action is brought on a private statute, it is indispensably necessary to plead the same in the issue for it will not amount for the officer in this case to rely on giving the statute in evidence.

The distinction between a public or a private statute is not very clearly defined. A statute affecting all men or all particular persons is a private statute. One affecting all officers qualified to serve a legal process is public. One affecting all constables is public. If, however, in any of those cases, the statute is a fine or penalty to the King or Crown, or to the State, then the public being therein esteem, the statute would be public.

In England a public statute intended to defeat a specially must be pleaded, not so here. But our practice has long been
conformable to the foregoing rule.

It is said that a statute which speaks of a demurrer does not abrogate the common law, and the statute gives a lesser remedy. This cannot be true in all cases. In a statute which speaks of the affirmative may be frequently implied a repeal of the common law, if sufficient notice of a statute authorizing a day of a statute which must be given. Yet in such cases, the King's courts have decided that a new law is not repealed. It is also said of two of the former drafts that the former is not repeated by the latter. This is a fair objection to the rule only in those instances, in which the new law is an antecedent or an implied remedy. But that is not so here. In such cases, the former is repeated by the latter, and both the statute are effective.

When there is an existing remedy at common law of the same nature as the remedy by statute it is necessary for the existing remedy to bring his action on the statute to be declared upon it that it be public. Indeed, it would not be known from the declaration which remedy he intended to prefer.

In some cases in which statutes have declared certain acts "void" courts have adjudged them voidable only. If it is said that they are, it inclines an act void as to all intents and purposes it might be
Adjudged. But that when the act is
repealed void only, it may be adjudged void
entire. If besides respect the clause confers to
the court, that if the object of the act
had been fulfilled by the act being rendered
voidable only, it must be adjudged void.
But otherwise it may be adjudged
voidable; and that the court, to all in-
"specifor" have another meaning or
operation.

Declarations in private statutes
must relate to the act substantially, as
in actions on specialty, but not obligation.
So declarations in such statutes and treaties
may be pleaded. It is a gener rule, that in
actions on a public statute, the court must
consider when the statute was, or, need not look
that the wrong stated in the declaration in
contra forum in statute, to which rule the
exceptions are very numerous. Where
a gener statute prohibits an act a creates a
duty, if gives no remedy or gives no
\begin{itemize}
\item DAMAGES only (punishment) in which a gener
\item statute extends a remedy to a new case in which
\item there was no remedy before, (as the statute books)
\item In so far as it extends the actions, (for an injury committed by lessee
generally) counts on the statute is
\item not necessary, as it is in all cases in which
\item parties are to be avoided). In all cases in
\item which more than one remedy are to be
\end{itemize}
possibility of a contract, consequence
rules at common law are good without being
owed to writing, are by law required to be
written, it is not necessary for the paper
relating on the date, contract, conveyance,
to state that it is in writing. It is sufficient
that the facts appear in it. But if a
party makes writing necessary to the valid-
ity of the instrument, unknown to the
civil laws, as in the case of a lease, the de-
claration must now be that it is in writing.
This rule has been recognized by our courts.

The civil law so far as it is adapted
to England derives all its authority from
such addition. The subjects of that kingdom
are not bound by any of the rules or maxims
of the civil law until they have been
sanctioned either by legislation or judicial
authority. The maxims of the civil law,
then adopted by the king courts in the
adjudication sufficient to form that
is called the authority of precedent, voidly
become a part of the civil law itself. In
the same manner as in the rules of the
civil law are adopted and sanctioned by
Parliament, they are transformed
into a part of the civil law of England.

The common law, on the other
hand, before they acquire any authority
in the Old States acquire a similar
sanction. They may be adopted or
rejected by our courts & legislatures on the
principle applicable or inapplicable to the
circumstances of our country, if they become
a part of our civil law or state law
according as they are sanctioned by our
judicial or legislative authority.

A Stat. does not, by giving a new
remedy, annul or abrogate that which
before existed at law or Equity, unless the remedy
thus given be more limited than that
which the civil law afforded. But when
it thus produces a smaller remedy, then
might have been before obtained, it is
considered as totally abrogating the
greater. When the state or civil law affords
different remedies, either may be
except in the instances before mentioned
of the party preferring. If the State,
then those entitled to one of two exist-
ing remedies, should prefer by legal
steps that which the state affords. If
said, he might in the same suit,
assert the civil law remedy, & c.
But if the Stat. remedy be preferred it is
necessary to declare on the Statute.
...be enacted by the Statute law of any place in which none exists at common law, or the State giving a remedy, requires a mode of proceeding different to the common law. The test must be clear and strictly pursued. That if the State includes a new duty or gives no remedy, the common law will lend its aid and afford a remedy. In this case the State may be punished for a misdemeanor, as for having violated the statutory regulations of society. But when a statute, which renders any act or omission illegal, which was not so at common law, does give a remedy, no other remedy than that afforded by the statute can be enforced.

It is noted that all statutes contain language to reason for the laws of God and man. This principle, it is concluded, hardly

...in England, if no period be...
This rule must operate, in most instances, on a statute, or a part thereof, especially as it affects offenses against justice. The time at which a statute commences its operation is this statute, which must not to be fixed by any uniform rule of justice, however, demands that all who may be affected by the operation of a law, should be afforded the means of knowing, before they are made liable to its penalties. This is the principle that governs our Courts.

Of the Construction of Statutes.

Statutes giving greater weight than the rules of natural justice, and are denominated penal. The

penal

rules will regard to the construc-

tion of penal & remedial statutes that, is that

the former be strictly, the latter broadly

construed.
By the rule, enforcing the strict literal construction of every enactment, that in the one case the literal meaning of the words, in the other the intention of the Legislature, collected from reasonable & necessary inferences, shall be observed. But from these rules the Courts of Justice have in many instances widely departed.

In a case by the application of a crime by law to an additional punishment or disability, in which case it becomes necessary to prove a former offense similar to that of which he is indicted, this requisite part can be offered from a former legal conviction only. No other testimony than that of a code is admissible. In this case the highest possible degree is absolutely necessary. In most all cases, the highest testimony in nature of the case, all circumstances connected with admission is required.
Some jurists think we are entitled
With regard to these, the prevailing practice has been to follow rigidly the rule
of strict construction, when the provision is instituted by the public, but
otherwise. Thus, the individual injured is the proponent in his own behalf.
This rule has not been uniformly adhered to.

Any unistencia of expression with respect to persons is not
considered to complicate those who
by reason of legal inability were
already excepted from such similar
signature, or operation to the laws
statutes in which such unistencia of
expression may have been used. Thus
in general statutes the word "all persons"
means "all persons" do not include lunatics &c. A statute
enabling "all persons" to dispose of land
property by a particular mode of convey-
cance, is not to extend to persons who
were before unable to convey the same
property by methods then lawful.
Persons capable of prosecuting on penal statutes

If an offence directly & equally affects all the individuals in any community by disturbing its peace, no person, in his individual capacity & on the account of the injury which he receives as an individual of that community, can prosecute the offender for the public injury. The injury is public offence & only individual redress is a private injury. He may sue for his own private injury. When an individual sues for the redress of a private injury suffered from a public offense, he may offer the penal statute in evidence in his own prosecution if the public statute affords a remedy to both the public & the individual. The public penalty is of course inflicted on conviction by the prosecution of the individual. In qui tam actions of the individual who avails his action in court, the public officer must assume the prosecution & recovery for the public. If the qui tam action be privately continued, the public officer, on discovery, may...
instituting a civil action against the offender. Conviction in a qui
sum action is a good bar to a public prosecution for the same
offence. If the prosecutor in a qui sum action, receive:

judgment, he may prevent his own share
of the penalty, but no part of that which
belongs to the public. Fraud practiced
by the prosecutor in a qui sum action
does not defeat the public remedy, to
if the delay in prosecution to over
the offender from punishment, still
the stat of limitations does not run
against the public.

If in a regular action any
number of confederates be connected, only
a single penalty is recoverable. Equally
this is not thus open to a private defen-
dee of a judgment obtained against
a number of confederates, each one
might pay the whole penalty inflic-
ted by the court. The reason assigned
for the distinction between the two cir-
s is that actions of the former class

are. The true distinction is this, when the offender in its nature
single (cannot be sued, then the penalty shall be single, but
this would be an improper and unjustifiable condition, as
only one offender is involved. But when the offender in its nature stands even as
may be separately guilty, they shall suffer equally. 2 Sa. 32.
of actions for breaches of contracts, those for actions on torts. For actions on several contracts point.

The distinction between a penalty and a forfeiture is, that the former is given to one or to any person, the latter to the public.

If an action be brought on a contract required by statute to be in writing, the contract must in some cases be declared to be in writing in others it need not. The rule by which we are to determine when it is a when it is not necessary that
declared is this.
The action is necessary to be on during the

continuous dissatisfaction to the how the

contract of doing any of those

was. No court has power to damage the

precribe to be done. If so, it

Plains capable of belonging to the

A covenant not to do a thing unlawful

A covenant not to do a thing unlawful

If a statute repeals another statute by

If a statute affects a body of men with

Plains capable of belonging to the

A covenant not to do a thing unlawful

A covenant not to do a thing unlawful

If a statute repeals another statute by

If a statute affects a body of men with
The construction of this belongs to the Court, to judge of fact is the province of the Jury. For the case of a special verdict, it is to be supposed that the facts found by the Jury may be true, yet the Jury to convict, the Court cannot infer this guilt, but if according to the facts found the Defendant may not be guilty, the Court may say that the Defendant is guilty. The rule of law is such that the same degree of testimony which is sufficient to authorize a jury to find a Defendant guilty, then the construction of the statute is by them properly understood, is sufficient to enable the Court, in the case of a special verdict, to find the Defendant guilty, by comparing the facts found with the construction of the statute.

In the construction of states, the term void or voidable are frequently confused. When the statute declares a contract is void, it relates to persons related exactly like thief and another to a contract or transaction which was before only voidable. The term void is confined to voidable.
Some Principles of the Common Law

The Law of Nations compared.
The principles of the Mercantile law or contract is vitiated by the want of
property in any particular. The Courts of Chancery have adopted a similar
principle. The J. Court of Connecticut in Litchfield County charged four
in the corporation sufficient to an-
null the contract, the this decision
is contrary to the same law.

Black Reports
1285

255
As for the Law of Corn Law, it is necessary to consider the validity of an engagement in nature of contract. By the laws of the land, it is not, according to the principles of these laws, good, after delivery to a purchaser, that they shall become, subsequent to the discovery of the fact, be taken back, either voluntarily or at will, by the vendor, but as corn law they cannot.

By corn law, no one can be an involuntary debtor, that is, a voluntary creditor is a good consideration for an agreement. A bond or contract is not sufficient to bind, but according to Lord Chancellor, a bill of exchange accepted for the honor of the drawer will make him an involuntary debtor. In conformity to the corn law, gratuities of honorable acts may be made a good consideration of a contract. As in the case above of accepting a bill of exchange for the honor of the drawer.
For Mercurial Law parlamentary
is vext to vary or invalidate pol-
icies of insurance, articles of acquies-
cence. A practice unknown to the
common law.
By the law of mercantile a merchant
has the goods of his debtor in his
hands may retain as many of them
as will satisfy the debt. By the com-
mon law he must take them.
Of Husband & Wife.

1. Of the consequences of marriage as it respects the husband's right to estate of wife.

The general principle by which the law in this branch of the subject is governed is founded on the duty of the husband to maintain and protect the wife. The property in these cases only is for this, as is sufficient to enable him to discharge his leading duty.

2. Of the wife's personal property in her own.

The same spirit of the description of property is to some extent applicable to the husband. And if the wife predecease the husband, it passes to her executors or administrators.
2. Of the Wife's personal property in action

Of this, the husband may, during the life of the wife, dispose as he pleases.

i. While the wife is living, he may exercise his right of ownership if he desires it to dispose of. She is totally of forever barred of her right to the property.

But if the husband neglect to make any disposition of the property, or to dispose of it to any person, a vested any out of ownership over it during the life of the wife, at her death, he loses all title to it, and it passes to the represeptations, some leg, authorities, however, confine the husband in the next akin to the wife's, in this way, ent the him to be only a personal in action of the wife at her death. From this principle that the husband must dispose the whole in action of the wife to dispose in to ent the him to them at her death, results another obvious principle, that the personal property of the wife in action cannot be disposed of by the will of husband; that in the event of her death, she having made no disposition of it during her life, it remains intestate to her.
3. Of the Chattels Real of the Wife.

Of them the husband has a more extensive right than over the wife's shops in action. All her chattels and effects for the payment of her debts; her shop in action are not liable. If the former he is by the marriage joint tenant with her; but she has a rights bid-charge of them at pleasure. On the death of
either the whole remains by the gift accorded to the survivor. They form neither of them can devise, the chattels real during the life of the other. Also the husband, while both are living, may dispose of them by sale, but they are most subject to his debts after his death.

4. Of the wife's real estate.
If then the husband has the sole enjoyment, she is unable to alienate it; the rights of alienation not being conferred or necessary to enable him to fulfill the duties of marriage of protecting the wife. At her death, the fee vests in her heirs; if the husband has badly her husband dies while incapable of inheriting the estate, she is entitled to an interest for life out of the fee by the courtesy of England. These are principles.
of common law from which our Courts in many instances derive. By the
Stat. of Penny N. the husband and wife may keep her lands for 21 years
or three lives. No such statute is in
Connecticut. But in this state the husband or wife may alien her lands.
It would seem the law that al CHE
would bind the land, if made by the
husband with her consent.

In Connecticut the year mention
being suspected in point disbarry, it is
informed that the statute was of
the wife could not at her death use
in the husband.
If after judgment awarded by the
husband & wife on the same suit in action
before collection, the wife die, the
husband cannot, in connect, the
shares appurten, for the property
the the right survivor贮 has been
rejected. In this case the husband
must account to the executors
tion of the wife for what he received.
If after judgment thus obtained
before collection, the husband die,
the whole will come to the wife by
virtue of the same title, qualified.

Twenty-five years ago it was de-
termined in the Superior Court of Connec-
that the husband should be taxed by the
estate no longer than during the minor-
ity of the child. But this tenancy for
life shall not be defeated in favour of other
creditors. There has been no later decide-
cution on this subject than that above men-

2438.

8. By the general rules of common law, of the husband's respects during the life of the wife, he may use her choses in action to provide for his poor法人 for forever. But if a settlement has been made on the life of the husband, it is considered as a fund of all the choses in action; and at his death she may be compelled in manner to surrender them to his executors; if he survives the wife, he may take them into his own hands and convert them to his own use.

2439.

By a statute of Charles 2d in his own name, that administrator to the wife, cannot be compelled to account for the choses in action. And on by another that he is entitled to be administrator to his wife, in anticipation of the others, he may
When her spouse is in action to prosecute, notwithstanding the rules of the common law, as well after her death as before, until the discovery of her decease,

Formerly no personal estate could, by the laws of England, be committed to account for his wife's spouse in action. But the 4th above mentioned, the 1st except the husband from accounting committed all other administrators to distribute the surplus of the personal property of the intestate, after the payment of debts, to the next of kin. A statute in Connecticut makes it the duty of all administrators to distribute the personal property of the intestate according to rules prescribed by law. And as such administrators are not capable of accounting, it is supposed that they shall be able or counselors to be accounted.
the common law answer of rent due to the wife. Such rents are subject to the
jurisdiction of the sheriff in action, but by all sorts of things they are in
the husband at the death of the wife;
and in the death of the husband.

Chapter 351
Sec. 69

Sec. 243

unmarked

is, perhaps, a question whether this statute,
holding in Connecticut, a farm court,
can, at common law, have no separate
property. But in case of a gift to a farm
court, to the wife's separate use, the act
of Division will, instead of in the enjoy-
mint of it; if the farm court does not
receive a present use of it, as if it were
a farm sale. Property may be thus
given, either before or after marriage.

And further on...
It was formerly uniformly supposed, in order to settle a separate estate on a joint estate, that trustees should be appointed to stand seised to her use. But in later decisions, it has been held, that property may be immediately vested in the wife, without the intervention of trustees.

II. Of the Wife's right to her Husband's estate.

In Eng. & Conn., if the husband die intestate, leaving Issue, the wife is entitled to one third of
By the English law, the wife is entitled to a life estate in one-third of the real property of which her husband was possessed during the coverture. If the husband claims by some act of his own, or it be forfeited by some renunciation by the husband, provided the court had jurisdiction capable of determining it. According to this law, it is necessary that the wife, being in the common law, a real estate, capable of being induced by the court, in order to secure the rights of the wife, against the claims of widow. If the homestead, before age of consent, the wife will be entitled. The wife's right to dowry is paramount to the claims of widow. The right to personal estate is not.
In common law, the wife is entitled to devise in all the lands of which her husband is not specifically seized. The right indeed vests in the wife of the lord proprietor, but as her rights are more strict, she is in this state, after her husband's decease, if not necessary, in order to entitle the wife to devise in any part of the real property, that the same, in the legal use of the lord, be forfeited of it. It is sufficient to establish the wife's right of dower, that the legal title be forfeited of it.

In this state, the wife cannot be deprived of dower, either by the dower of the husband, or by creditors. In England, if the husband was seized in tail, having been under the dower, the wife shall be罔d, but not if the husband seized had been dower before the marriage. In case the widow is crowned of lands of which the husband died possessed.
Any disposition of property made by a husband in contemplation of death, is intended as a provision for his family. If it be by will, it shall be construed as a testamentary disposition. Such a disposition would not, even in this state, be the effect of the law of descent, because the husband cannot by will devise the wife of descent. If he may by deed, under circumstances different from those above mentioned.
In order to vest in a former owner, might be given to the wife and her separate use. But if it clearly appear that the property given to the wife was intended for her sole and separate use, as particular kind of words is necessary to vest it in her as such. No. This is the law and, yet from time to time, the wife is allowed to acquire an exclusive right to things given her, even those words are used without the quanta's intention to vest the property solely in her. This variation from the principle just laid down is found in the nature of the property, or the circumstances under which it is given. The husband cannot by his despatchment grant a life to the wife's separate use of the goods. Diamond gives to the husband, father to his daughter-in-law, at the time of the marriage.
This right to husband's estate
are adjudged to be solely separately
vested in the woman in order to make
use of the property in land
notwithstanding the husband's short
discharge. A present made by a stranger
to a former court is considered as the ex-
cclusive property. And the title given by
the husband to his wife, true to the
wife, become, on his death, in common
law, the exclusive property, not liable
to the husband's debts; but, if they are
given by decree it is otherwise. Property
given by the husband even before his
death, to the wife for the exclusive use
of being now to ornament her
person, is not confided in separate
property in the same sense, in other
that terms of community being four
years still, under certain circumstances
and qualifications be required to pay
the husband's debts. These circumstances
and qualifications will be learned from
the head of California.
Now the wife is to seek to be freed so far as her property is concerned in discharging the estate of widow of her own personal. The wife whenever she is next of kin, have her husband joined with her; for as she has no property by which she can lay a bill of estate if the fact in her suit, it would be doing great injustice to her if joined to redress him to trouble of expense without the means of being reimbursed. Another is that the estate cannot be separated from her husband's imprisonment for the wages of such error, such is the extent given to the matrimonial rights of the husband.
In those cases where the wife and husband have been joined in a suit and execution has gone out against them, one cannot be taken without the other; and if after commitment the husband escape, the wife cannot lawfully be detained in prison a single moment but must be immediately discharged.
Of a Paphianaria

That a duty belonging to the wife, called an Paphianaria is divided into two kinds. The gift of the lamb helps her necessary wearing apparel and living the man in ornaments yealy

During the life of the husband, the Paphianaria of the wife are entirely her property absolutely at his disposal. But concerning her mother, and brothers, by which the law on this point is most wilful, she cannot deprive them.

The first kind of Paphianaria can in no instance be taken to cover for the support of the husband. Even can he sell them?
Paragraphs of this kind are an escape to the hands of the executors of the before. Then all the property assigned is exhausted, but not before. And they may take the legacies in the hand, but if the executors take the real estate is exhausted.

By the law real estate is not subject to the payment of the contract debt, but it is liable for the payment of debts by specialty.

But in real property there is property sufficient to pay all the terms of the contract debt. If the creditors by specialty attach to the personal fund on the hand, because it is exhausted to a fair diminish it so that it becomes insufficient for the payment of the simple contract debt, equity will allow the creditors by simple contract to take so much of the real property as the creditors by specialty, if they had attached the real might have taken. In this case
the wife, her paraphernalia, of the third
may also be taken for the payment of debts, but, like the creditors by sim-
elar contract, she may immediately report to the real estate. She is supposed
to the amount of what the creditor by
specialty have taken of her paraphernalia.
A Chief Chancellor will compel the heir to
make her compensation. The rights of
the wife to paraphernalia is preferred
to the rights of legates or the assignment.
But if it specifies a settlement
on the wife in lieu of demand, it will
exclude her from a claim to paraphernalia
of the third.

If the estate create a
bought estate in lands, or changes the land
with the payment of debts, still her new
real property is to be liable, for the
paraphernalia of the wife to her
she is in security, as provided a mediator.
She has remedy against the lands of the
testator.
In the State of Connecticut, as well as personal property is liable for the payment of all debts. Under this law, the last will of the testator should be executed to take the personal property, or if preferred to be paid for the payment of debts, and the residuary estate of the testator is left free from personal property, unless the residuary estate is insufficient to pay the personal debts. In it, it is by law to suffer the executor to divide the residuary estate of the testator when the personal debts are excessive.

The residuary estate of the testator is left free from personal property, unless the residuary estate is insufficient to pay the personal debts. In it, it is by law to suffer the executor to divide the residuary estate of the testator when the personal debts are excessive.
Of the paraphernalia are pledged by the husband, the wife, not the husband, has the right of redemption. And, in this case, there is a necessity of her personal estate, after the payment of debts, the wife has a right to redeem the paraphernalia, even before the payment of legacies.

Of the Husband's liability on the Wife's Account

The Husband is liable, in consequence of marriage, 1s. for the wife's debts, 6d. for her debts.

At the Husband is liable for the debts the wife contracted, then she, but his
When divorced, the husband, by whose legal rights relating from this marriage, he is thereby deprived of the means of proper legal protection against those who may have claims upon him. In such case, therefore, can the wife be taken without her husband, either for her debts or taxes. The wife may be taken without her. For if both are taken, if the husband alone escapes, the wife must be immediately liberated.

If an action in praecox originally pass the wife, which, with the bond, is the bond of the debt. But the wrong is to be made for an actual real. On the principle that the one must follow the judgment. 12 Geo. 3. 136.

Of the husband and wife. When one was made jointly for the debt of the one before judgment, it is doubtful whether the wife can enforce it, had a quittance. The husband to her support. What on the princi-ple that requires the bankruptcy liability. In the debt, recovery could not be had against her in this case; the wife being no longer in that circumstances under which the leading principle before mentioned is calculated to relieve her. If judgment is
His liability in account recovered against the husband if death and the wife dies before payment, the husband is liable in the judgment.

2. The husband is liable jointly with the wife for torts committed by him or her, and the law is the same if the crime, without the aid direction or assistance of her husband, committed by her during existence. The husband is liable also, with the wife for each of her crimes as are punished with a penalty. She was alone in it, for penalties are reassembled on it, which evidence proves. If she commit the tort in company with her husband, she alone is liable, unless the free resolution of action can be rebutted by positive proof that she was either ignorant or winked or winked of what she did. And if the wife, by her action, in the direction of her husband in her defense, she alone is liable.
Where the husband or wife are jointly liable for his torts, the circumstances show often that the husband or death.

The husband is not liable for the wife's criminalities, except in helping or urging the crime committed by her in his presence, unless he consented to it. Then, indeed, the act is confounded with the act of the husband, and he escapes the sole liability. In crimes of a higher nature, such as committed by both, both are liable, like the husband and coheir, for it is concluded that the law of being sought to have a greater influence over a son than any coheir. That the husband is capable of a sin, if the crime is committed by him alone, she alone is liable.
If the wife peace to bind myself by her own contracts

This is a gen. rule of common law, that a
wife cannot, in no instance, can make
herself liable by her own contracts, they
are mere in many cases, bind the hus-
band. The grounds on which this maxim
is founded are two. 1. That the law
has either deprived her of her property or
Disabled her to dispose of it. 2. That
the husband, right to her person is his,
amount to all other common law or civil.
In this case must to have accused the
husband. If the wife should not believe
in her own contracts, viz. That she may
have been coerced by her husband to
enter into them. Decr. 5. 1797

But as this of Chamber

1790, it was of late allowed a femer could be
the 1779, had a separate property, it is now well
recognized that established by modern adjudications,
that the woman, although living with her husband, had no property to the extent of her property, but no further.

Yet, even in this case, her property cannot be taken in execution, because it could be the right of the husband be infringed. By law, however, will not, under these circumstances, sustain an action against the wife, as there appears to be no sufficient reason why they should not.

If the husband be some places as an alien enemy, or transplanted, the wife is entitled as a free wife, and is, like every other person, liable to arrest and imprisonment, for in these cases, the rights of the husband to her person having ceased, it cannot be violated.
W.G. ground to bind himself.

When the wife leaves the husband, under articles of agreement if she has a separate
maintenance she is liable to the extent of
her contracts, even at common law. The ground
on which this doctrine may be sustained
is, that the equity of the wife is in this case,
in all respects liable to the extent of her separa-
ty. 2. By that in the case of separation
by agreement, the marital rights of the
husband are at an end, and therefore cannot
be violated by her liability to any extent.

If a wife, living with her husband
sans a fine on the estate, anywhere during
her life, defect it, the wife cannot. But if she can
not defect a gift to her separate use, nor
be defeated in a gift or defunct of land to the
wife, but a vendage or condition to
be subject, and once in Eng. the wife
cannot make a conveyance of her real
estate to commence in the future, the pretended
estate is wholly the husband's. He can,
...in the same strict sense, except such as is settled to her use, without the consent of her husband. Can she not vest in her own use in action?

But we are free to say, in con"nt, he granted to the immediate

use of any person in use, even though such issue be unborn. It would seem, that a mere covert might have conveyed, by deed a person to commence in future, without consent or intervention of the

husbands. In this case, however, the conveyance must be so framed, and to interfere with the husband's legal

right to her estate. This doctrine has not, as yet, been established by any adjudication. It has been settled in this state, that a mere covert may make a devise. In next page for official conveyance.
of the right to bind the husband.

The great principle, on which the power of the wife to bind the husband by contract is founded, is, as laid down in the English law, her consent express or implied. This principle, the natural bound of freedom, is extended, in fact, too nearly to prevent all the consequences therein from it. And, in many instances, where the husband repays debts from the contract of the wife, his consent is capable of positive proof; if it be in letters from him, from whom he calls to prove for his own necessities, or if he refuse to do it, she may show them to have been liable for the support. This principle is, therefore, insufficient.

Note: Voluntary conveyances made by the wife before marriage are sometimes prejudicial against the husband. Not to, when made to provide for children by a former marriage. Nor when, being made for a consideration, the husband was ignorant of the fact.
The true principle which governs under this head, appears to be, the obligation the husband is under, in consequence of marriage to provide for the wife, such necessaries of life as are meet, and in rank and condition of life. This is the import of the term necessaries.

The wife may bind her husband in the following cases: 1st. When the express consent of the husband is given before the contract. 2nd. When his express consent is given subsequent to the contract. 3rd. When the wife annually procures necessaries for the family at her husband's hands, it is reasonable for her to pay for them. If the other members have been bound by the wife to come to the husband's ease, or that of his family. It is true, that in the same cases mentioned, the liability of the husband may be founded on his consent, expressed or implied. But there are many cases, in which the husband could not be equally liable, even the old stipulation of consent to his heart is completely taken away.
We proceed to bind the wife
of a husband during his life, he
is at all times liable for his necessities.

If a wife leave her husband & live
with the consent of the husband, the husband is clearly
not bound by her contracts. If in my case,
the wife defects the husband without sufficient
reason, he is not, as being Lights, or principal,
required to provide for her necessities.

Because slavery defects the duties, the law
recognizes the rights of a wife. There are
no adjudications to establish this principle.

If the husband provides the wife
with necessities at home, he may solicit any
user, in the public at large, to deal with
her, & such prohibition, if the notice be not
enforceable, shall except her from all contracts
in this case. He discharges the duties
which the law requires of him as a husband.

And if a husband drive his wife from
his house, or if the latter leave for sufficient
cause, he is bound by his contracts for necessities,
the man with the wife whom he popularly
protected to theft is.
The husband is not liable for the payment of money lent to the wife, unless it appear that it was expended for necessaries, if then only in equity.

If a wife enter into an agreement after the return of the husband, to receive him, he shall, after such agreement, be bound by her contracts for necessaries, for she is still his wife.

If articles of separation are made on between the husband and wife, the husband shall pay to the wife a separate maintenance, reasonable to her rank and degree in life. She shall be excepted from all liability under contracts. If the separate maintenance be merely tolerable, she shall still be liable.
Agreements between Husband and Wife

The general rule under this head is, that all contracts between the husband and wife are void, that are made between them before coverture, even by the inter-marriage dissolved.

The reason of this rule, as we are told by the old writers on this law, is, that the legal actions of the wife were merged in that of the husband during the coverture, that therefore any contract between them is impossible. To this rule, however, there are many exceptions, as many as the cases where an exception is to be found in the laws of every different country, as above mentioned. If the husband make covenant with the wife not to interfere in his estate he is entitled according to the rule not to be answerable.
But a conveyance made by the husband to a third person to the use of the wife is valid, even at common law, and on the death of such purchaser the fee in the person who has the use, the husband may more virtually make a direct conveyance to his wife by deed; the use of conveyance vesting the use of the estate immediately vesting the fee. 2. nec. Does not this statute annul conveyances to the use of the wife as it did those of trusts?

[Page 569, 441, 387]
Apointments between A. W. O.

If the husband be unable to manage the estate, the wife, by engaging to allow her own share of the earnings, the contract is good.

A wife may execute a lease given by her husband or any other person to convey an estate. In this case, the lease can pass free from the property as holding by virtue of the wife of the appellants, and the provision executing the lease.

Though it is a general rule that marriage discharges an obligation due from the husband to the wife before marriage, yet if the obligation be left unsatisfied by the husband or the wife, then it is doubtful whether the contract could be avoided by the marriage, or whether the wife, against the representations of the husband, the preceding opinion is that the obligation could be wholly extinguished; accordingly to the maxim of law, that a personal contract may be suspended or forever extinguished.
Agreement between 1454

By the Act of 1454 the husband might give his wife instructive instruction when he desired as to the direction of her conduct; but this direction 1 was not absolute. In the case, if the husband have beaten his wife, she may by complaint have her husband over to the peace; or if he only

was then the wife may in the same way have him taken before for his good behaviour. In the former case she may also be publicly prosecuted for those

sins or being against the public peace. But it is not in the power of the

wife to prosecute the husband for dam-

ages; for if wounded, they could be im-

mediately his property.

To keep the wife from all danger the

beauty of the husband and keeping

his company the man may assume the other liberty.

Art. 16. 178

In the Articles of agreement in

which the man of wife stipulate to live

separately, the wife and other shall have

an equal enjoyment of property, just as for as the Articles of the agreement in part,

I no further. 1 that any further pro-

tivity coming to the wife by Lotent-

legacy 1, 2, or of the husband to the

husband to the acts, was not

acted by the agreement; he is for her, as it would have been if no

separation had been taken place. The husband cannot maintain an action of adultery

committed with his wife then living when the wife create Articles of agreement.
If a wife grant a lease or lease of her property by any other than the judicial conveyance just mention
ed, after exertion the same annul or
from the contract. And if she does
not, in this case, either expressly by
implication of law confirm the con-
veyance, the husband, or the executors,
defeat it. — The reason given by Eng.
lawyers why the wife may defeat a
common, but not a judicial contract,
is, that, in ordinary cases, the wife is too
much under the influence of her
agreement between H.S. W. and her husband, to make a contract indissoluble against herself; there in losing a fine or suffering a recovery, the law inflicts, either truly or not, that the dispute is decided by the private examination. The reason assigned by Powell is still more extraordinary, viz., that the agent of the court, in a judicial conversation by the wife, implies that the court considers her not as a free agent.

The preceding rules respecting the share of the consequences of the wife are equally applicable to the husbands. The husband may be sanctioned or defamed on the same principles as the former.

If husband of wife are joint tenants in common, the latter may dispose of the house of the former.

If husband of wife gain in a hope of the wife's land, the mortgage cannot confer, even a sufficiency.

The wife may by accepting a jointure before marriage, dispose of her own of her rights to herself. This leads us to some remarks on jointure.
Of Jointure

The qualifications necessary to a jointure are these. 1st. That the estate of which it consists be at least for the life of the wife. 2nd. That it be an estate in land. 3rd. That it be not only commutable but a competent estate, allowance, of this competency the court may judge.

It might also be with consent of the wife, before marriage, or commiss in mortem in the death of the husband. Unless a jointure issue from properties it will not bar the husband's right of dower.

The husband may also settle a jointure on the wife, after marriage. In this case, however, the wife may, if she desires, waive the jointure and take her dower. But she cannot have both.

If the wife agree to accept a gift by will, instead of dower, she may, after dower, accept a gift, instead of dower, and when dower is the gift given to a wife by her husband, instead of dower, she
of the power of a lower court in connect to make a legal divorce.

At common law a lower court might
provide for the property the husband
which was in its nature divisible. The court
not at common law devise her real property
because it was not in its nature divisible
and the state which has altered the common
law, in this particular, has not extended
to lower courts.

But as real property may, in this
state to be devised; and as the statute which
governs, does not exclude from courts such
feudal estate may be made to come
in future, it is supposed
by all judges that lower courts may
now devise real property so as not to
prejudice the husband's estate. The
ideas on this subject, as applied
by the Supreme Court have been adopted
by the Supreme Court of Texas, but by
a majority of one only. On an applica-
tion for a new trial, they were confirmed
by the legislature. A wife's Devise is
void by marriage.
Of the natural inability of the husband
and wife to testify for or against each other.

The great rule under this head is, that
the husband and wife can never in instances
testify for or against each other. One way
for this rule is that husband and wife are
considered by the constitution of laws, one person, and it
is a maxim of sound law that, one may not testify
testific for one

In any other instance a husband
may be a witness against himself, and
the husband against the other party, for him
self. But the wife of one husband in a suit,
cannot testify, even with the consent of
her husband, or the opposite party. The
principle of laws intended to prevent domes
tic disturbance.
In the preceding we have seen some exceptions. As, 1st, by the common law of Eng., either was entitled to testify against the other in case of treason. M. Giner says that this could not be permitted in Connecticut, and is the difference between our constitution and the constitution of Eng. — 2dly, when the wife exhibits a complaint against her husband for a breach of the peace or to bind him to his good behavior, she may be a witness against him, or vice versa.

3dly, when the husband is prosecuted by the public officer for a breach of the peace in abusing his wife, the male is to be a witness against himself. But the case in Hutton, in which this point is maintained, has in two or three cases been said to be false. The latest authorities declare the case in the case in Hutton to be good. This point has never been settled in our Court. But the principle, as laid down in Hutton, has been adopted by one of our Courts. A...
If damages are incurred by the husband or wife for any injury offered to her, the judgement is in the nature of a slip in a tenant, not tenable by them as joint tenants. So that, upon the death of either, it will survive to the other. But as there is in their state no gap accruing, the whole, so far as regards, would survive to the legal representatives of the wife.

In Form 631, it can be divided in a statement only, so if the sum a like rule of pending the suit married.

In the case of a personal injury done to the wife, the husband is entitled to an action on the cause, as quasi contractum personal, distinct from that which he gains the wife for the said of her personal damage injury. The wife is able to recover damages for an injury sustained by her, must bring an action in her own name joined with that of the husband.
Rejoin for damages done to the wife.

To recover for damage done to the estate of the wife, an action must be brought in the name of the husband of the husband or wife according to the nature of the injury sued.

There are some cases in which the wife must be joined with the husband in an action; other cases, in which the same may run along, and give the wife at her option of either with which she cannot join.

1. When the action would benefit to the wife, she must joined.

One reason why the wife may not sue alone in some of these cases is to save the estate. In other cases, the reason is found in the maxim of law, that the wife cannot sue in her own right, without the husband. If a bond is given to the husband of the wife, it is his, if he may sue alone, but he may join the wife of it than she may have it by survivorship.
The husband & wife must join in an action, to wit, the first part from her lands, in suits on the estate in action, & to recover costs due to her whole value. And if a right of execution, which could receive to the husband, accrue during coverture, she must be joined as in a case of slander against of battery — the plea for cutting her trees, &c. But in an action on the case for destroying emblems on the wife's lands, the cause must not be joined, because that could not, on the death of the husband, vary to the wife, but go to her executors. The wife has been joined in trespass for her personal estate taken before her coverture after coverture.

Of an action is brought against a jury, &c. And if the verdict be

judgment shall go against her maiden name. She may be taken in execution & imprisoned without her husband.
3. When the wife is disabled, the suffering caused by an action brought for consequential damages of the intendment of the husband only is immediately confined in an action for good conjunctive or for damages consequent upon a personal injury to the wife, the husband must see alone.
In that case the husband should be sued with or without the wife.

1. The general rule under this head, is that when the action would survive against the wife, she should be joined with the husband in the action. As in an action for debts due to the wife when she is solvent committed by her without the husband's knowledge, or an action for debts committed by her when she is solvent committed during coverture without the husband's knowledge, or for debts committed during coverture by the wife. If the wife is alive, and incurs debts during coverture, does not survive against her; but if she survives to commit new debts, it does survive against her.

If an action is tried by the wife alone when the husband ought to have been joined, advantage must be taken of it by a plea in abatement or not at all.

2. But when the action would not survive against the wife, the husband should be sued alone.

If a woman marries an action of debt his against the husband's wife for rents due before coverture, but against the husband alone for that which accrues after marriage.
When this is read jointly — when alone

If an action be brought against the husband of the wife for a tort committed by them both, the wife may be joined for the husband alone is liable. And even if the husband neglect to plead their joint statement of and be found against the wife only, the verdict may be set aside for judgment caused by this case go against the wife. Yet neither be found against both, may not the wife rely upon or to the wife?

If husband & wife have been both beaten & action cannot be brought by them jointly to recover the whole damages. But if the husband & wife bring a joint action for the whole of the damages, if, in this case, the wife neglect to plead their joint statement, the husband may, after verdict, appeal for the damages for the jury done to himself, take and execution for the damage given by the jury for the wife's injury.

If the husband & wife are arrested on some breach in a case where the husband must give special bail, the wife may be discharged on bond back 75c in joint persons.
Of the Celebration of Marriage

The common law of Eng. contemplates marriage as merely civil institution. It has also been confused in New England as merely a civil institution.

By the old Stat. of Conn. no person is allowed to celebrate a marriage till the parties are regularly published or have the consent of parents. In some States, "and" is substituted for "or". Judges of the Peace, Clergymen, and partners of residences have the right of marrying in their respective towns. This consent of parents is not required by Stat. 8. 286 by that of the parties an of age.

It is generally held, that if Clergymen or Judges of the Peace should celebrate a marriage contrary to the Stat. it would be invalid. But the person, having celebrated the marriage, could be liable to a penalty.
But it has been suggested, that, if anything other than a justice or a clergyman should celebrate a marriage, it would be void. This opinion is doubted by Mr. Pecock. He supposes that the marriage, in either case, would be valid.

Of void and voidable Marriages

A marriage in England is to be void unless by the Act of 26 Geo. 2, be performed by special licence, or in the presence of the church, or by an Episcopal clergyman, with an exception in favour of Quakers and Jews. So the practice has been for a clergyman of another denomination to marry, if courts will not: under this circumstance, rather the validity of the marriage to be questioned, but common

...
Void of Writeable Marriages

The validity of these marriages need not be shown by this clause in order to substantiate it; the reason, neither can it be shown to be void as a penalty for the prejudice of affecting any rights of the children, or calling in question the legitimacy.

In certain cases, the power of marrying is given to clergymen and justices of the peace in their respective counties, to the Governor of Council in any part of the State. The clergymen must have been ordained, but he may be of any denomination. If he have administered the marriage during the term of his being settled in the county of the marriage.

It is a common practice for clergymen to marry out of their respective counties. The validity of such marriages has never been questioned, the it is. That may therefore be the subject of much controversy. Mr. Price thinks that a marriage solemnized under such circumstances would be valid. Adopting the same construction which has been dealt on the claims of the same State, it is declared that the intention of the parties must be published, and part obtained by the marriage can be legally celebrated, but if these requirements should not be complied with, the contract is null and void.

void of the performance only hath to penalty.
of the persons who cannot be united in marriage.

The general rule is, that all persons are incapable of being united to the marriage contract except those who are by the law of God or by the law of the state forbidden, or by nature incapable. The law which in any jurisdiction prohibits marriage on account of consanguinity or affinity depends upon the state of 32 of March 1704, this court, containing no systems on this subject. This act authorizes all marriages not prohibited by the laws of God or within the Levitical Degree.

The canonical impediments in all nations are consanguinity, affinity, impotency. The impediment of precontract having been abolished, all canonical precontracts are impediments.

All persons immediately related or forbidden to marry. The general rule for ascertaining the collateral degree of consanguinity or affinity within which marriage is unlawful, is, that

[Text continues]
Persons who cannot be united in marriage may marry two meet collateral kinsmen or the meet closest to heir meet lineal or collateral relation and vise versa. This rule is allowed in the construction given by the King's courts to the civil laws.

If computing the age above the rule of the civil laws is adopted. And the time of marriage within this prohibited again as legatee until a divorce takes place near the lives of both parties. Courts of equity will not suffer an entry to be made in a marriage after the death of either of the parties, for the sake of confederating the other; the thing will be nullified the marriage.

If the parties to a first marriage, child living, contract of from a 2 marriage with a marriage is void at writing.

The age of consent is 12 in females and 16 in males. If married before that age either of them, after arriving to the age of consent may depose to a conformable marriage, but if neither depose the marriage is binding. If one be under age of consent or the other of the age of consent, one under age of consent agreeing the marriage will bind the other.
of Divorce

Divorce may be of two kinds; a vincula matrimonii at a sump of fine. In the former case it is illegitimate; in the latter it is legitimate.

The property reflected by divorce rests authorities in the margin.

Causes of Divorce are such as these are that: 1. Adultery; 2. Extreme cruelty; 3. Willing separation.

If after divorce a person of a child is born it is presumed to be illegitimate. But in case of voluntary separation it is presumed legitimate.

Parliament has, of late, dissolved a vincula matrimonii, for adultery, but the spiritual court cannot.

The Law in Connecticut in the State, the marriage contract is, within certain degrees, testibule by state, which are intended to be the same as the Levitical Law. If within that degree the
Divorce

Marriage is not only undesirable, but absolutely void. It cannot be reconciled with its legitimate.

By a statute of this state, a man may not marry more than one wife, sister or wife.

The inferior court of this state can grant no other divorce than that of a woman to marriage, of for no other cause than—1st, for fraudulent consent, which cannot in any case be more than—2d, adultery; 3d, three years absence with a total neglect of marital duties; 4th, seven years absence unheeded. If a person goes on a voyage, commonly performed in three months, three years of not hearing of a shipmate, in circumstances that confirm the idea of his being dead, the wife might lawfully marry again.

If, in case of seven years' absence unheeded on one hand, the other party marries without divorce, on the other party returning she may annul the latter marriage, but the parties contracting

Stat. 6.
If a divorce has been granted, the husband's estate is not divisible at the will and direction of the first husband.

In case of divorce, if the wife is not the guilty party, she may have one third of the husband's estate. In that case, the court may also immediately grant her a part of the husband's estate not exceeding one third. If there is no real estate, the court may make a valuation of the husband's personal property to divide to the wife one third of that. Such a grant by the court has been confirmed by the Court of Error. If the property lies in lands or if there is timber, the court cannot come at it; the court will, sitting as a Grand Jury, after a jury is sworn in the county, their will compel him to sell off the improved description of his estate.

On a petition for a divorce, if the wife is not the guilty party coming from the wife is entitled to one third from the husband of the wife in fault.
The Legislature of the State may grant Divorces either, a consule matrimonii, or a monfa of them at their election, for the following reasons—1. Perpetuum victum—2. Perpetuum victum.

The marriage of an Arch Act lately been known to be void. This may not have been formerly the opinion.
Of the liability of infants to criminality.

By the said child, in equity, not in law, a minor or one under fourteen.

To child, under seven years of age, 10 B. Comm. 66 can be punished for any crime, &c. He is specially as liable as any other

presumptions for acts of crimes. Under 11. &c. of above. He is or is not liable as the case may be, but the presumption is said to be in the child's favor during his period.

Infants, if not named are not bound corporally under a penal statute in pleading such corporal punishment, unless the nature of the crime is such as existed or is made by law to consist in bodily punish. e.g. 6, 45; a child makes an offense of felony & in that corporal
Parent of Child

punishments, infants are liable. No, for the act merely 
merely prohibits an act, it does not imply punishment of the 
com. fact, and inflicts corporal punishment.

In an action of slander a minor is 
not liable to suit, the he is for all other 
torts of the
By the Contracts of Infants

In general, no person can contract till 21 years of age. The age for choosing guardians of the minor males, in Connecticut, females may choose guardians at 12 years.

A minor may be an executor at 17, but no person can be an administrator till 21. The age is 21 years on both male and female. An adult infant of 14 may, if proved of sufficient discretion, make a testament of personal property, if a male at 12. In Connecticut the age at which both males and females are capable of making wills is 17.

Deb 1176, 1771, 1781
PG 129-129

An adult person, contract with an infant above fourteen, according to the contract, as above, but not the latter.
Contracts of Infants

In necessities, infants may bind themselves, with their parents, to perform certain obligations. But it is appropriate to bind the infant, only for the things for which the contract is entirely necessary for him, or the time of the contract. Note: If the executor or administrator of an infant, being his father, does not act within six months the infant is bound by the act of representation.

But if an infant is under the separate government of a parent or guardian, and that government is sanction, he cannot bind himself even for necessities. An infant can bind himself in the following cases—1. If he does not have a guardian— 2. If having parent a guardian, he is not under his government and is provided for. In the opinion of which an infant may, in any case, bind himself, is that he may not suffer, or be subject, of necessities.
The Stat. of Connect. is repugned by
money, to be from the same face, with
respect to infants. Where power to bind them
when Mrs. Price thinks it does not

If an infant give a bond
for money, he may avoid it, but on
the 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31,
principle he ought still to be bound
as in Young's simple contract. If he gives a single bill
for money, he is bound by it, by a negotiable
charter. 160

He, not actually negotiated, he is not
bound, if it remains in the hands of the
original person. he is bound, on an informal
compromise, nor by a bill of exchange.
Addl: of contracts by Infants

The governing principle, by which we are to determine when the conclusion of the infant's contract is such as to be valid, Mr. Chivers supposes to be this: That the instrument of obligation must be such in its nature, as that the consideration may be enforced; otherwise it is of no obligation, justice, validity. This rule is evidently in conformity to the party to be enforced, by making the contract of infants under certain circumstances void, than for mere privity. The same result a reason of it can be given from other than that of securing them from imposition;

The rules adopted by the judges on this point may all be made to agree with the principle above laid down. In this, the conclusion of a single bill cannot be examined, it would be examineable if principle in some established for originally a
Note of contracting by infants

Note: infanti shall acknowledge an debt, but only bind the obligor. And the interest of an infant, complete fact cannot be gone into, the former they can not. The consideration of a negotiable note cannot be enforced except for illegality, because the parties could only trade. The consideration of a negotiable note for which negotiation may be enforced into.

In truth, an infant can bind be, with propriety, said to be bound by his contracts; for he is known not by his express agreement but by a contract implied in law. Nor as the expression is the burden to the extent of his contract, but to the real value of the property.

Note: The author notes one in the note sacramentum. ... have enquired into the consideration of them, then given by reason.
made of contracting by Infants

Note of Executors do not take minor's
bequeath the commissioner must examine.

Nov. 27, 1776

Money lent to an infant will
not subject heir to tenderer
nor subject heir to tenderer
nor be tendered by heir's contract.

Aug. 9, 1794

If an infant purchase articles, or
which one in the time of his being or
not broken by his contract.

3 Dec. 1794

An infant is any act which
Your Majesty could compel him to do. He is
bound by the transaction. As if an infant
himself agree to the deed. Such a trans-
action, however, he may, on receiving if
age, have examined, but if no fault has
it is void against him. Since, it is not
step would be considered, which would not
of not very flagrant, wholly invalidit-
Example Cases

Contracts of infancy void or voidable

The contracts of infants respecting personal property, are generally void, not being for necessaries. If they respect real property, they are generally void. Neither branch of this rule is true; the want of delivery of the property making a material difference in both cases.
Contracts of Infants: voidable

1. 4 Mar. 670
2. 4 Thun. 245
3. 3 Dec. 107

Sept. 104

26 Jan. 1794. So are to determine, when a contract made by an infant is voidable, 2 Kelb. 669 seems to be this: If the infant be sufficiently guarded against injury, the contract is voidable only; otherwise it ought to be confirmed as void.

Pra. Dec. 302
Pra. 204 23

Sec. 33

3. 12 Jan. 1826

Another, but less perfect rule, which is laid down in this: That when there is the least remission of advantage to the infant, the contract is voidable, both when there is none to it, and the description is sufficiently void.
Another rule which has been added is that when the contract of the infant is merely executory; or where, if being executed, the thing contracted for has been delivered by him, the contract is only voidable. Whereof if the contract be executed of the thing such delivery.

When an adult contracts with an infant, the former is bound by the contract, and if in this case the infant has received the consideration and afterwards avoids the contract, he is not, it is said, bound to refund what he has received. His opinion is that such a contract is not void for fraud or mistake. He says that the infant might be liable to refund by an action of turnover or an action of account for delict of the infant.

A minor of parent may both be liable for negligence from him to the party. But if a parent makes an offer of contract for him, the infant can not be liable.
Infants are liable criminally because the best evidence of authority should lead a person to believe that they are not liable civilly. In all other relations a minor is liable for torts criminal. An infant is not a person, not a moral being. In this sense, the minor is the ground of contract, and the grounds of fraud. In the event mentioned, a Court of Chancery will interpose to compel the infant to do justice. Courts of Chancery will also enforce a contract against an infant which has been obtained against the infant.
A marriage settlement by a minor is valid.

If a minor of the age of 17
money, or personal property to pay his debts, the wife shall be subject to ratification of them; and her estate shall be compelled to fulfill them.

A minor executes a power of attorney to enforce judgment of execution issued, the duty devolves upon the parties together, i.e., parent of minority, will grant relief against the execution. No such principle is known to our law.

Mr. Bower suggests that the infant.must be in our Courts, in order to obtain relief can sue all the foregoing a nullity. Being subject to the adverse party.

A widow made a bequest of lands belonging to her infant children, one of them at 17 refused it. Two years afterward, they both arrived full age & attempted to perform the contract; but the Court refused it.
Miscellaneous cases respecting infants

An infant executor of an infant is entitled to the same property and privilege, as the natural parents of the infant, and may act in the same manner as if he was a natural parent in all respects. If an infant is the owner of real estate, he may convey it in the same manner as if he was a natural parent. The same rules apply to personal property.

17 Nov. 1814. An infant cannot execute a form to convey real estate.

21 Nov. 1814. An infant in ventre sapere is considered as to many personal exigencies.

Act 32, 1803. By com modidivit to an infant, an infant in ventre can cause a test to be affected.

Rev. 207, 1809. Deny if it was performed on an elementary character. By what is the infant in ventre, in manner of or as a parent in

Rev. 158, 1809. An infant may not convey real estate.

Rev. 158, 1809. It is not a question of infant cohabitation.
it is a general rule that infants shall not suffer by their own acts.

In the case of an infant's land or commitment, he may be made a party as trustee to the infant to a bill in Chancery. In premises, the waste on an infant is liable, the rent for a new tenant.

The right of entry on lands is not taken away from infants or from adults.

In the state of law, the right of entry on lands is never lost so long as the right of property exists in the other.
Miscellaneous Cases respecting Infants

1. If he wishes to sue his guardian.
2. If his guardian did not lend his name to fort a stranger.
3. If the infant turns to guardian.

And in these cases the guardian or guardian acting is liable for costs. But in the first case it is a question, whether the infant is not liable for costs both in law of equity, provided the suit goes against him.

When an infant is sued, he must always defend by guardian or Parent: and if he dies, neither the Court will appoint one. All judgments against infants without a guardian are null and void in fact, which is the case when it does not appear in record. But in null cases, a writ of error in that court,
Miscellaneous cases respecting infants

If an infant is sued with others, the guardian or such summand, the whole judgment in sum, is obtained. In Connecticut, a judgment thus obtained, has been received with respect to the infant only.

If one of several defendants in judgment, is a proc or a contract for the whole judgment secured, he has the remedy against the others. But, if the suit be brought on a treble he has no such remedy.
A bastard is called in the Anglo-Law, another father. Due to this, making the
Anglo-Law strictly observe, except that no person can marry an illegitimate
mate unless within the first degree.

Formerly, no imputability of a preceding
courtship, except in the case of a prior extra
grenuous marriage, could be admitted as proof
of illegitimacy. But now, anything which proves imputability is admitted,
but proof of infirmability is insufficient.

In Eng., if a man after an absence for
several years, marries a woman who bears forth
1. Barth. 122, 484 a child within three months, or even a whole
st. 925, 1076 time, the child is legitimate.

No rule similar to that of extra grenuous
marriage has been adopted in Connecticut.

A bastard too incapable of inducing
marriage by its name which he
has gained by reputation.

If a man hath, on bastard signe and
make purchase by the name which he
has gained by reputation.

If a man hath, on bastard signe and
make purchase by the name which he
has gained by reputation.

If a man hath, on bastard signe and
make purchase by the name which he
has gained by reputation.
The meaning of the word "bastard" or "bastardus filius" is not adopted here.

To permit a bastard to inherit might tend to destroy the domestic peace of families, and so far as this reason avails Mr. Price suggests that the English laws could be adopted here if we further. A child born during wedlock is legitimate. The mother's testimony is insufficient to prove the illegitimacy of her child.

The courts err in this state, for some hold that a bastard cannot be akin to his mother, but this court on inquiry decide.

In this state, a bastard has a settlement, where his mother was last settled.

In this state, the father and the mother are equally obliged to maintain an illegitimate child. No damages given in an action by the mother against the father are for
Support of the child till four years of age. On application to a Justice of the Peace by the mother of, or child of, the person charged or the father may be bound over to the County Court.

The mother on the is prima facie evidence, but it is not conclusive. The person charged has a right to introduce testimony rebutting the mother's oath. A possibility of another being the father will not avail the person charged.

The form of the action instituted is altogether criminal - the effect merely civil.

In addition to the action brought by the mother, the parents may have an action of support against the father of the child. The father is also liable for the expenses incurred in the suit. The execution against the father takes priority if the child dies before that time expires, execution may be stopped. Each of the parents...
of the child, & maintenance greatly exceed the sum adapted to the want of
the father may be compelled to make an additional allowance, and this
allowance will, an application to the court, apply to the subsequent press
by execution.

It has been a prevailing opinion, that in order to change the fault
with the maintenance of the child, the
matter must arise on an action in
bail, but that this formality has of
late been dispensed with. The judge
having given against the father of the child,
directs him to give security for the
recovery of the damages caused, either by reason to order the laws from
my future expense in maintaining
the child.
of the matter does not prejudice it, the defendant is minority, the court may suspend for their own protection. In short it has been said, that the artesians may declare themselves to wear the dress of some one as being its father. Mr. Eldon thinks otherwise.

If the father of the defendant, was not heard in court, or in court to the matter of the matter to the law of appeal, he may be committed as a criminal for not giving bond, and the cannot, in this case, be admitted to the free men of the.

Criminal cases are generally not appealable. An action for battery not being criminal in form, was originally not appealable. Appeals were, however, after a court restrained, but according to the law.

Decision, no appeal is admitted in this action. Trials in this case are originally by the court only, but this point we are able to test by going

Depositions in any case are admitted. Not only. But in the breach of criminal cases are more admitted. In an action of battery however, which is criminal in form only, deposition are admitted. In this action bonds are not required of the matter.
of bastardy and bastardy

By the King's law all persons born

of bastardy and bastardy are illegitimate. But

by the civil law of the fourth or any time

after the birth of the child many this

will legitimize the child. Not so in this

State.

If there has been a divorce or marriage

then the law will provide the children

being afterwards legitimated, are of the

husband should be heard.

Children born of the wife while living a

separate estate of circumstances are legitimate

until it be shown that the hus-

band had no access.

A child born any time within the

weeks after the death of the husband

is regarded as legitimate of the child of

such husband.

In Eng. the bastard child has its settle-

ment in town where it was born, unless

there has been some fraud in the case

and being in that town at the time of

its birth. As if she be conceived then

for the purpose of having the child

born in that town.
An illegitimate child was ordered to be taken under a watch by its mother to all her children.
The Relations who are bound to support each other in case they become paupers.

...Proper relatives to each other in the degree from parents to grand children are bound to afford mutual support in case of their becoming paupers, but those related in the nearest degree are first liable, provided they have sufficient ability.

The mode prescribed in order to compel those who are liable, for the support of the poor in their own proper houses, or by other proper means, may put a memorial to the county court stating that such a person is in want so that he has relations within the degree mentioned to whom he is able to support him.

The court proceed on the memorial by naming one of the persons who are liable to have afforded support to these of the said persons.
execution is to be made each year. 

In case one of the children
has done maintenance, the
parent may sue for action in the other.

Does the law limit the support that they ought to have afforded?

A case has determined that a
son-in-law is not liable for the support
of the parent-in-law. This decision
was made in regard to policy of domestic
unity.

By usage in Connecticut, a
man who marries a daughter is liable
for the support of her children if in
Pious bound to support their poor Relations.

return is entitle to their services. In eng.
he is bound only on case he takes the
benefit of their services, or the mother
before marriage has support them. In
the latter case it is considered as a debt
of the wife. What difference is there
in principle, between this case, and
of the son or law who is not liable?
Of the liability of parents for the contracts & torts of their children.

Shirt, 271, 276

If not, to be understood, that the rule of the parent's liability to provide for his children, if not provided for by the parent, may without his consent, even against his express prohibition, provide himself with necessary means the parent liable to pay for them.

A suit brought upon a contract either by a child or servant, acting for his parent, or master, must be kept in the same manner as if made by the parent or master himself.
The following are the principal cases in which a parent is bound by the contract of their child, if such are not contracts for necessaries: 1. If the child is expressly empowered to contract for the parent, the latter is bound to fulfill. An infant cannot execute a power of attorney unless in the presence of a notary public.--2. If the article purchased came to the parents use.--3. If the child has a general letter of attorney to transact business for himself. If the parent has reasonable ground to believe the contracts made by the child, there is some difficulty in determining how far such express ratification shall extend. But--4. The general principle of determination appears to be this: Shall of the debts contracted by the child, as of such a nature or that payment by the latter could afford good presumption evidence of the approbation, in which case future the child is bound for the payment if debts incurred by minor contracts. But of the contracts of the child.
of such a nature (growing debts for instance) as that payment by the parent would offer no rational basis of this objection; the child not in future, be bound by such payment. The rule has been adopted by our courts.

Torts

If a child, in the performance of his parent's business, commit a tort, the parent is liable to the injured party. But if the child was employed in the business of the parent, commits a tort one way connected with the business, the child alone is liable.

If an accident happen against which ordinary human prudence would not have guarded; no one is liable for the damages.

A parent may justify an assault in defence of his child &c. But if either have made an assault, which is unjust, the other will not be justified in joining, unless the safety of the one of attacking require the interference of the other.
Education of Children

The law has made it the duty of parents to give their children proper instruction, but there are no regulations to enforce these instructions or to compel parents to do their duty.

In connection with the subject of the court may be authorized by law to take children from parents who neglect their education or refuse to give proper instruction.

The child is entitled to all the property he acquire in any manner than by service, but what he acquire by service belongs to the parent. Nor can his servant be given to train by his parent, if not gift and tend to benefit

If a child has been beaten, is entitled to the damages, but the parent may have an action for good meatal or malfit on his part in
The present is entitled to an action for detaining his daughter. The original ground of this action was the loss of her service and the expense incurred by her wife. But the chief two considerations still form the nominal gist of the action, yet they are not the reason the principal grounds of damage. Mr. How is of opinion that a declaration not stating the two grounds mentioned, but the damage of injury might not be good. The age of the daughter is not in this case material. But according to the law, her age might be at least one-twelfth in the parents' service. In cases of this kind there have failed in some instances, where there were no reduction, but merely loss of service.
Equation of Children

This action has always been included in the definition of libels of parents, the strictest speaking it is an action on the case. The parent may have an action on the case for entrusting his child from his service.

2 April 62

2. In re. 166
2. Feb. 103
3. Jan. 38
7. July 67
3. May 37
2. June 165
1. Mar. 49
2. July 49
7. May 249
Stiles 443
1. D. 225


debauching, the parent might not have an action on the case for entrusting her child into bad company and debauching her or her mind. In the margin are some authorities on the subject.
Concussion of Children.

The parent have a right to correct the child moderately; but if he exceed the bounds of moderation, it appears to be influenced by malice, the child may have his action against the parent by his praetor army. But on the authority of the parent is discretionary; he is not punisheable for a mere error in judgment with regard to the correction of the child. Hence if they shall both moderate correction of malice of such that in order to subject the parent to an action of damages. The malice is to be inferred from the nature of the circumstances of the fact; and it will always be inferred when the child cannot be that which no rational person would think worthy of punishment. The law is the same as to malice and merit.

Any wickedness of nature constitutes legal malice, whether there is intention or not.
Of Guardian & Ward

The present is natural guardian of the child & his estate, but he must account like other guardians for the profits of the estate. Displeasing the present guardian does not take away the right to the child's person or damage to the child's estate. The guardian, or any person, may be compelled by the court to account for the estate before the child arrives at full age. In similar cases, a court may appoint another guardian in exclusion of the present, or order the present to give bonds to secure the child's estate. In case of refusal, the court may refuse him, so other persons, however, can be appointed guardian while the present is being used if he is displaced.

The present has right to expend some parts of the child's property for the maintenance, maintenance, education, protection, education, etc. He may change the child's estate, provide for extraordinary education, etc., for the benefit of the child or the means precedent.
The Guardian of a child

The property of the lands of the

The Guardian must take care to

If it appears to have happened to

When Probate appoints a guardian

Probate approves. If a child of legal capacity

Guardian in reresage continues till the wards is of the age of fourteen.

Guardian in reresage may bring an action

When there is guardian

The same reason when Guardian in reresage may be appointed to the

other Guardian.
Guardian & Ward

Testamentary Guardian, as those appointed by the will of the testator. They succeed guardianship in such a way to retain their authority till the minor is of full age. Testamentary guardians cannot sell their wards estate. They may be bound by their wards' acts before they attempt any improper course of authority. The power of making the guardian is in part, made by statute; but this Act extends only to fathers. By the laws of Connecticut, testamentary guardians are not known.

Guardians are appointed by the Ordinary or Chancellor. They are appointed by either of these officers or always regarded to give bond for the security of the ward's estate, if they continue till the minor attains the age of fourteen. If the custody in Connecticut a guardian may bind out his ward on apprenticeship.

A minor having attained the legal age of choosing a guardian, cannot the slightest right of choosing a competent in pleasure, but this choice must be ratified before it can effect, in Ely by the Ordinary or Chancellor, Connecticut by the clergy of protestant, but the ordinary choice will be regarded as cannot be ratified.
In the event of the father dying, the mother is the natural guardian of her children, unless the Court, thinking it expedient, appoints another. In the cases of male or female infants, both male and female infants may, after they have arrived to the age of fourteen, choose guardians of their own, mother to be living. The law in this case does not except those in the case of orphan or bastard, as just mentioned, between male and female infants of the age of infancy in female or male.

But the wife, mother, on the death of the father, is, in law, the natural guardian of her children, unless the age of fourteen, yet she is not of course guardian in vocation, but this depends upon her situation with regard to the cokage tenant. That is, if the land can by any possibility descend to her, she may be guardian in vocation.

In common it is the duty of Probate to appoint. In infants who have no parents and are under the age of majority guardians.

In cases of infant, no change may, on payment of the mortgage money, convey the estate to the mortgagee. In the year
is in the hands of the guardian by virtue of
his appointment. The guardian has been appointed to
make provision of lands hidden by the elder,
in common jointure, or with right of
full age, under the direction of Adelbert.

An creditor of a minor may not obtain
immediate payment, agree to accept a life
rent or hire in satisfaction of his
demand. The minor is not the guardian
of the estate, nor is the guardian
of the estate, nor is the guardian

Trustee, is to have the trust of an infant
trustee, and to have the trust of an infant

The guardian, having personal property
belonging to the infant, is pledged to pay all
debts & income before drawing upon the minor's
estate out of such property. This rule is establis-
hed to secure the infant from any accident
which might happen to his property if it
were left at interest, & the guardian was
employed in the payment of the infant's debts.

The guardian has no power to
sue or defend in his name, but by his order
and

Take care in the minor's name of all the
law.
may, at this election, on his arriving at full age, accept the lands or demand the money.

In the latter case, the creditor, compellable in chancery, to recover the lands, to his prejudice.

In the other case, the infant should die, having made no election his executors may demand of the land, which go to the heir.

It is a general rule that the guardian, in accounting with the ward, may pay the principal & interest; not to be obliged to pay any more unless the credit money or interest be laid out in a particular manner, instead of employing it according to direction; the guardian has paid it in some other way to his own advantage, or in a profitable trade or business. In this way the minors money is expended, & he is entitled to claim the profits. In C. cases, they are equally concerned to account by returns & accounts, or, by a bill in chancery.
Guardian of the \( \text{\textcopyright\textregistered} \)

In such cases, the words probably should not have been avoided. In common cases, the guardian is not liable.

The guardian, while he is the person allowed for the maintenance, duration of the case, and for the expenses, is very cautious of extraordinary. But generally, the guardian has direction given to execute the will in a manner which he think is most proper.

Guardians in C. S. Judiciary may account with the trustees or in the Court or in the Court. But the report made is to institute in ease of dispute, an action of account. In this or in all the cases. By the guardian, may also be made in an action of account; but as Chancery has more extensive power in compelling the deceased of the power, if of obliging the guardian to disclose the whole history of his guardianship upon oath. It has long been the practice to report in this case, to the court only.
Of the Settlement of Minors

A foreigner can move by his own act again a settlement in England. But if he has children, the place of their birth is their settlement. The law is the same in their state.

Generally, the settlement of the father is the maintenance of the child. If such parent acquires a new settlement, it immediately becomes the settlement of the child, by the acquisition of the father. If the child is left, if neither the father nor the mother has any place of settlement, the place of the child's birth is his settlement. A child may gain a new settlement of his own by common right, and his direction settlement is left. The law in this case.

The father being dead, the mother's settlement is the settlement of the child.
Settlement of minors

A widow by marriage gains a right of settlement on her husband, but acquires no settlement for her children. This rule appears, seems quite allowable even on English principles as far as it affects widows also, at the time of their marriage, are able to support their children. In this case the husband is obliged to support them, if it would seem that in such a case, they ought to acquire a settlement—Deo Deus a Deus quae a settlement by a permission with her own.

Deo Deus

If the father leaves a settlement
As the matter lies one of the sons, the younger shall of the settlement of his children. But—Deo Deus—Is not the settlement suspended during coverture? If the coverture ends, the wife's settlement will cease to be for the children.

The wife by marriage gains the settlement of her husband, if he has no issue of his own, and, as she gains no interest in settlement, she does not take the estate.

But, the mother's settlement is that of her husband.

The question of whether the day laborers are entitled to our protection, as they are so few, depends, as to their work, on their being our free workers or our servants. Mr. Paine's opinion is that they are so few, and it is not certain that they are our servants.

The question of whether the laborers are legally entitled to our protection differs from the question of their employment only in the duration of their service. It has been doubted whether slavery has ever been properly authorized by law. If slavery has been established by law, it must have been at least in part by that act of Congress which it is not certain.

Stairs in case, if such be considered legally exist in this State, differ from the employment of their service.

The question of whether slavery has ever been properly authorized by law is of great consequence. If slavery has been established by law, it must have been at least in part by that act of Congress which it is not certain.
1 Of a question by statute. There is no
statute in this state expressly warranting
slavery. But two laws relating to
servitude, to this subject, are
enabling
masters to maintain their slaves—
the other emanuating at the age
of 25 years & which would be born after
the year D 1781. These have been
that to give one unpaid servitude to
slavery. There is another that making all born after 1797 for the
age of 21.

2. In the meantime, when the ex-
A few years ago, the courts of the common
in Connecticut it has been decided by
the Superior Court that slavery is a subject
of their laws.

—2—
A judicial decision. The
majority of the Judges of the State courts in
Connecticut have, in several instances,
pronounced their opinions to be that
slavery has been legally established in
this State. But there are no
specifications directly on this point.

generally agree that servitude may be continued to slavery for
duration.
Master, I answer

The Court has been led by me to believe that the
prejudice is in favour of the
liberty of a white man as against
that of a black man. It has been decided that
a master cannot maintain him to
recover his slave. He may not
try it as he may a honest transaction.
The Court held that to recover a slave
from a third person, the action must
be the same as to recover an apprentice.
And indeed, they appear to have confused
slaves as entitled to the same rights as
other men, except they are bound to a
perpetual servitude. Likewise, if a master
had a negro for a tenant, as in the case of
the Chitt, to retain him, even the negro
being a tenant.

But I have considered the
rule of law as to the nature of an
assignment of an apprentice by the
custom of London. They seem to have
gone on the ground that slavery only
as it relates to the master's rights is the
perpetual servitude of the negro, legalized.
Master & Servant

The Court has oft said, that a Negro, having any personal property seized for it by his master's process being away, upon this principle it would seem that a slave in C. might maintain an action against his master. Indeed a Negro has once sued his master for selling him to different masters after separating him from his family; and the Court, on no decision, the Court privately directed his master to replace him, & he did so.

18 Feb. 1752

In practices must be borne in mind, that probably depend on some suit, where is no deed which makes sitting on the cases necessary. Any other servant may be bound by valid agreement. Not every contract of service, of any sort, is, as might be inferred, or intelle.

By a liberal law, minors are entitled to bind themselves, C. by the minors, for the purchase of avoiding the contract is not by them. But unjustly taken away, the Court have decided that contracts thus made are voidable, if of course, that the infant are not liable on the contract or covenants. In these, however, the minor is in all the subject
upon the same footing with all other contracts of this nature, and all the rights common to masters, etc., that he cannot bind the minor to his contracts. In no state, like that of this state, minors cannot bind themselves by indentures. Indeed, can a guardian in certain bind his ward out of effectual according to reum, the cases which would probably be concluded or lost.

The master cannot by consent of his apprentice to another, because a deceiving, performed trust is repugn to the master by the present, performed trusts are not being able. This trust not being joined to perform the personal trust repugn in the thirty-five of court, not bound to perform as a personal trust repugn in a affecting one apprentice, our case.
Whether an executor of a master is bound to furnish diet, clothing &c. for the apprentice according to the master's contracts, has been a question; if the decisions on this point have been contradictory. But as both of us in this case, for instance, in confirmation of our provisions by the apprentices, the executors having no right to recover, ought not on reasonable to be liable. But if a premium is given with the apprentice, the executor ought to provide for him after the master's death, or return a proportioned part of the premium.


dept. 177

Mar. 1766

May 1767

May 1768

Mon. 1766

this which an apprentice gains belongs absolutely to the master.

and if an apprentice run away &c. money or any goods procured with it belong to the master & may be recovered in an action of seduction of &c.

The claim of any other action which is proper each of the hands of any person who claims them.
Mistress & Servant

The earnings of a hired servant which are from actual service belong absolutely to the master. But if a hired servant acquires by means of another a sum of money which the master has no claim to, the money thus acquired, the servant having an action against the servant for breach of contract.

If a servant of any kind, entrusted away from his master's service, the master having a right to an action on the case.

Menial servants may be hired by head; if of a specific time is mentioned in the contract, the bringing in by the hire may conveniently be for a year. Such in any case, there is no such rule or practice.

A promise made to a servant transferring his master's benefits, or to any other action in the capacity of a servant is conditional, in law or made to the master. An action may be brought on the promise in the master's name.
If a servant has been cheated, robbing of his master's money or other property, an action lies for the master, as servant, if he brings his action first, but a recovery by one is a bar to a recovery by the other. The reasons supposed for permitting the servant to maintain an action in his own case are that he is liable over to the master, which then is frequently necessary if a more speedy prosecution than could be instituted by the master. So far as these reasons extend they appear satisfactory.

Nov. 16. 1663

Both the adjudications have frequently been broader than the term itself. The servant by command of his master is an untimely act, both are alike.

Money gained from the servant by an illegal contract may be recovered back by the master. But if the servant has been away or foolishly expended the money of his master it cannot be recovered back.
Master & Servant

2. May 120

If a servant in performance of his maj.
with 340 ten things, commit a wrong by 
1 Vern. 291, the tenant is liable to damages. But if the re-
sale 641 vessel, then he commits the tort in
1 May 753 not then employed in his master's bus-
standard 562

siness, he and the master is liable.

2 Skir. 228

If the tort be by some negligence,
the servant is his master's being at
the time of the negligence subjecting
the master is liable. If the tort is wil-
ful then the servant himself is liable.

In re: Henry v. Henry, if the Sheriff's
Deputy committed a tort in the dis-
charge of his office, the Sheriff was
not liable, but the servant is liable
civilly and not criminally.

Chap. 12

In some of these cases, however,
the only necessity of suing the
master, if the servant is able to con-
side in damages? In he is always liable
to the party injured in the first in-
terim. He is also of civil suits to
probably of these committed by
negligence, but, even, if the torts
in the court of the

[Handwritten notes and references to legal precedents]
Masters liability on Servants account

Masters liability on the Contracts of their Servants

Whichever the contract of the servant binds the master, it is considered under the contract of the master himself. This is the origin of the master's liability.

The liability of the master cannot be diminished by any doctrine of distinction of the connection between himself and his servant.

In the negligence, mistakes, fraud, and theft of the servant committed when acting on his master's behalf, the master is always liable, sometimes the servant also, as well as fully be explained.

It has been adjudged in Eng. that if a master rent his servant to a man to cut timber, being unfixed, but gave him notice of his intention to sell them to any particular person, as A. or B., the master is not liable. These regulations are not founded in principle.
Masters liable on servants' account. If a master reflect his servant's debts for him, and for his name, the master is liable for his contracts, because he allowed him to make up of himself as given him credit with the public.

Debts. Masters have been adjudged not liable for the mistakes of their servants.

In respect of the foregoing cases, the servant is liable in court as well as the master. The rule of distinction appears to be this: When the fraud or injury was committed by the servant in his master's name or on his account, the servant is always liable as well as the master. Although, if it should happen that the servant was a minor, ignorance, or entirely ignorant of the said or injury. In case of negligence by the servant, then the master's conduct...
Masters liability on servants account

A servant may also, in some instances, be liable on an implied contract, the acting in the business of his master, or under his name. When a servant willfully injures another he is made solely liable in damages, if the master being sued for indemnification, he was not liable. A person to a servant or factotum, his master before he is in contemplation of law, a promise to the master, of the master may be given it in his own name, if the contract can be identified as to be another action by the master. A master has an action against the negligence of his servant if it has been any damage to be done; otherwise not.

When the master, being not in fault, is liable to the party injured, for the master's agent, or of his servant, he has in many cases, a remedy against the"
Masters liability on Servants account 183

At the end of a master's business, labor

any injury done on the part of either of those

qualities, he is liable to the master

like for the want of skill he is not.

It is a general rule of some laws that,

if property is voluntarily injured by one,

X hamper day with A, animo furandi

it is not theft, but merely a dereliction

The Statute of Henry 11' has made it a felony

long in servants, except of justice and

other than the age of 18. Whether the latter

is binding in Connecticut is doubtless, but it is

in general supposed not to be.

Some, however, hold, that in case

of Bentinent, that common allowance

the balement order. But if a superior

make use of imposition to get property

into his hands & then carries it away

animus furandi, he is guilty of theft;

but, in case of a slave, the owner will


Of the Correction of Servants

The law affecting the correcting of servants is in many cases more strict which relates to the correction of children. It is said that a master may not correct his servant, but by this is probably meant that he may not of dangerous size or in a cruel manner. Rich of the master in great respectable condition, accidently wound the servant. The law now helps the master to not be held in danger. This was here is said to apply to his servant in bug. Rich in condition, the rights of master extend not to laborer, the servant is not required to any occasion. Perhaps to more INLINE-ANNOTATION V, the master cannot obligate his right of correction to another. A servant may receive on of his master's dog. If the master, the dog of the other is dead. He could remain in possession the suit might be reasonable. The authorities in this rule are contradictory. The master may have an action for goods against everyone who has broken his servant.
Exoneration of Servants. Their Settlement. 155

The master may have an action on the case against any one who entices away his
servant, or against the servant himself,
who after any one who employs him, knowing
him to be a servant, or as often as his master
orders by the master the beggar is to return home. And in the case of the payor,
in the master is entitled to all the wages
which the servant receives for the
Thomson.

In long an apprentice gains a settlement
by a pleading of 54 days, or the plan
then the second his apprenticeship, after
his home is out with the master. Other
servants gain a settlement by one years
as peace of service in a plan.

According to the road of one
bab. Hat or
afford 1792.

And, any person by living one year in
plan without being denied out of
loan gains a settlement. And shall
apprentices an compound in the
Hat has been a question, becoming.
Colecion of Sowers. This settlement cannot be barred to those who choose to live with their master's welfare. This objection may also be urged against the wife, who cannot be looked to have her husband's consent on account of marriage. If the master left her any, according to our law of duplications, no apprentices have any settlement by stipulation.
Of Executors & Administrators

Executors of Administrators are the representatives of the deceased for certain purposes.

A Desire is a person entitled to real property by the testament or appointment of a deceased person. He, if he is a person whom the testator or appointed has appointed to inherit the property of the deceased at his death.

A Legatee is a person entitled to personal property by the testament or appointment of the deceased person.

In both the case of Desires the estate the deceased has owned over the real property of the testator or intestate given them by their appointment; if own personal property their force is nearly that of trustees. In both may thereby like any other person have by the equitable appointment
Creditors by specially may, at the least, make their demand on the real property of the debtor. If they come upon the personal property and it is insufficient to discharge all the debts of the creditors, they by simple contract and, at les, have to lose their debts, because in Eng. debts of a rejoiner must be discharged before those of a view prior, even to the exclusion of the latter.

But in this case Chancery will return simple contract creditors if left them in upon the real estate so far as the specially creditors have taken of the personal estate. This relief is afforded by ordering a sale of the real property in the hands of the debtor. If the proceeds are insufficient to satisfy all the simple contract debts this was not

by Quadrennial equal degree the other first persons judgment is entitled to full payment, even to the exclusion of the rest. according to the Eng. law.
In the case of the testator charged with debts in personal estate, the executor cannot be held at
law, to sell the lands for the payment of the
debts; but, by order of the court, the executor will
adm. of the land to obey, the executor will
sell the property. If the land itself produce
the sale, or the executor order an order from
the court, the money of the land are equs
stable objects, that is, to be averaged, if so
sufficient among the creditors. But if in
this case, the executor voluntarily sell
the land, without the intervention of
chancery, the money arising from this
sale is legal objects, that is, payable
according to the rank and priority of the
claims. Money paid by sufferers is
always equitable debt.

In our law in chancery all debts are of equal rank.

If the testator charge a debt upon
the heir of the testator come from the
personal estate, the executor may come
for the heir for the amount of the debt
in law in the same.
By our law, real as well as personal
estate, is subject to the demands of the executor
or administrator.

In leg. of a creditor, generally
over the heir, the latter is not personally
liable, therefore cannot be taken in execu-
tion. The creditors claim against the laws
only, which is not to be sold, but is to be ap-
plied to the creditors. Real estate law
is the only instance in which property eigh-
teen to the creditors. For this reason
creditors often elect rather to convert
the personal estate than the real.

At com. law, real estate was never
liable for debts, even by speciality of al-
ter and by the heir, before the creditor has
executed his claim. But now by statu-
the heir in cap of such obligations is per-
sonally liable with his whole property.

Creditors are not at com. law paid
owed to creditors, but by statu of the
they are.
In the event of a sale of the real estate, if there is insufficient to pay the debts of the deceased or if the personal estate is insufficient, it is the duty of the executor to discharge such deficiency to the judge of probate who will direct the executor to sell so much of the real estate as is necessary to discharge the debts. And if in the sale the executor will not sell all he is liable to accept the demand of creditors out of his own property. Before each sale is made, the title of the land is in the heirs, and any action for the recovery of the estate by them, but the court accounts with the executor for the damages occasioned.

In case priority is affected in the payment of debts, except those due to the government, the last sickness, and the funeral charges of the deceased, if the real estate is insufficient for the payment of the debts it is averaged among the creditors.
An executor or administrator can in the course of administration, and on the death of the decedent, sell or dispose of personal property worth more than the average cost, but if such personal property is worth more than the average cost, the decedent's personal estate is to be disposed of so that the whole estate is sold.

The courts of equity have power to order the estate of a insolvent to be sold and the widow to receive some allowance out of the proceeds of the sale of personal property of the deceased, such as apparel, household furniture, etc.

The executor cannot set the payment of debts out of his own property in lieu of a title to land which he was empowered to sell for the payment of debts.

If, in a will, an executor is charged to sell the real and personal property, after the payment of debts, legacies, etc.,
The executor himself was confined as a vicarious legatee. But now, if any considerable legacy, not of the testator, but of any particular person, is left to the executors, or if there can be established from the will any intention of the testator that the executors should not take the sum, the Court of Chancery will make distribution or in the act of an administrator. Still, however, if no such intention can be inferred from the will, the executor so far as 179 will be confined as a vicarious legatee.

The executor in Eng. has no wages for his trouble.

By the Court in a executor have never been confined as a vicarious legatee; nor, as they are paid for their trouble, it would seem that on principle they have no more right to claim to the reversion, than an administrator.
The mode of distribution in eng. is established by 22 & 23 of Mar. 1786.

A minor child's estate is held by the court until the child is of age, or until the court determines that the child is able to manage the estate.

As the Ecclesiastical Courts had the management of the estates of deceased persons, the rules of the civil law were adopted to determine whose the nearest kin, being joined out in the slate of distributions. The amount of compensation has been offered in Connecticut. Distributing to those in the hands of the intestate at his death, or if not ascertainable, the intestate or his before distribution. A distributary claim will rest in an infant in pari jure under the act of distributions and in Eng. modo 

Section 36. The personal estate goes first to the nearest heir in the descending line of their legal representatives. Next in the children or their issue in infants. To long as any of the D stock remains in any of the next degree, the estate goes for staples or joint representatives. But after the D stock is extinct the distribution is given equally among the staples. If there be no issue of the deceased, the estate goes to the next of kin in the ascending line of their legal representatives. If the persons related to the deceased in equal degrees no preference is given one to another, except those in the descending line excluding any of the collateral or the degree of second cousin.
In the civil law, proximity in the common quantity of blood is regarded in calculating degrees of kinship.

The rules of representation extend among collaterals no farther than to the children of brother's children. Beyond this degree, kindred can claim in their own right only. If therefore, the brother's children of the property are dead, part of their children also; the property of nieces, also service shall take the whole estate to the exclusion of the grand nephew's nieces of the property, that is, to the exclusion of the grand children of the brother's children of the mother.

An Act of James 2.

With regard to the mother, the brother's children are in the distribution of personal property, but here there is no such law. And even...
In the distribution of personal property no distinction is made between the whole of the half blood, the civil law which regulates their distribution, not regarding the quantity but proximity of blood.

If the father of the daughter is living, the mother takes nothing, because whatever she might take shall become immediately her husband.
If after a divorce of the father and mother by a writ, or act of Parliament for removing such, the son or daughter being alive, it is proved the same or the mother would be in title to any property, not as the father right to the personal property less ought it seems that on good ground to the husband claim. If the divorce was a mere act, then she could claim his husband for being alive, claim nothing of the personal estate of the children; because his husband's right to the property of the children is not extinct, but after the death of the husband she can claim her a claim. And in all cases where the marriage is not void, void the husband is entitled to a share after the husband death.

According to the law, a husband by a writ, or act of Parliament, son or daughter being alive, it seems the husband's right to the personal estate of the children, because his husband's right to the property of the children is not extinct, but after the death of the husband she can claim her a claim. And in all cases where the marriage is not void, void the husband is entitled to a share after the husband death.
Children in courts as may be by the civil law and confirmed for many years, and helpless being in the use capable of taking property according to the rules of infant and distribution. And in favor of such an infant an injunction may be granted to stay draft.
The real and personal property is divided among the children of the intestate, after the right share is taken out. Representation extends in the following lines of collaterals, provided any of the descendants of the intestate remain. Whether the intestate be in the fifth collateral degree to the father, grand father or any more remote lineal or collateral of the person claiming full representation. If the intestate leaves no issue, the estate goes to his brothers or sisters or other relatives as follows:

If real estate came to the intestate by descent, devise or deed of gift from his parents, ancestors or other relatives, it will go to his brothers or sisters or their legal representatives, being of the blood.
distribution under the act of 1812.

of the ancestor from whom the estate came. If not, we found the estate goes to the next heir of the blood of the ancestor from whom the estate was real. The construction of this left is the chief of the Act has made more difficult. If no legal adjudication has yet settled the dispute. In the event of the death of the heir of the estate, it has been contended that this is the true meaning of that phrase in our act. According to this construction, the person claiming must have directly descended from the ancestor from whom the estate came.

And then, if by the former clause, we are to understand "next of kin" to refer to the estate, instead of the estate, the qualification of the person claiming must be that he, viz., that he is next of kin to the lineally descended from the ancestor from whom the estate came.
Distribution under State of Con.

In many matters less critics of the text mean no other than of skin or stabby blood. In this respect the Reader will observe the proofs ought to be read in our Sent.

If it, indeed, acknowledged, that the whole, as it now stands, does not equally admit of this latter construction. For if "mark of his" or "of the blood" both refer to the same person (or really applies to both of according to the most obvious grammatical construction) the latter phrase is altogether superfluous, since it contains no idea not expressed in the former.

Perhaps, to make out the construction it is that that they were to be considered as referring to different persons, the former to the intestate, the latter to the ancestor, from whom the gift came—thus "the mark which is the intestate of the blood of" the ancestor from him.
Distribution under Statute

1. The phrase "next of kin", when used by legal writers, always refers to the proximate relatives.

2. The next of kin are in this very strict provision for the nearest brother or sister. But in many instances, brothers or sisters cannot be next of kin to the nearest or lineally descended from heir. And in brothers or sisters are allowed to take, without being next of kin to, or lineally descended from the ancestor, it would seem that the two phrases "next of kin" and "of the blood" were used to designate the claimants sought by the exact terms to bear Mr. Rivers' construction. Not the former does not apply to the ancestor, that the latter means nothing more than if their or related by blood. Indeed, if the word construction were adopted and be returned to the brothers or sister, it would, in many instances, deprive them of the very body that he or she is safely above them.
distribution under act of pa.

3. But of the brothers, sisters, and paren
tally descended from the parents forming
the estate, none, then in文书 influence,
the wording of the act of brothers and
sisters, makes exactly the same pro-
ision, as in made by this statute.

On the present, upon the clause upon the pa-
dent construction of the phrase “of the blood”
and, of course, in the case the description
of claimants, by sons, brothers, sisters
is unnecessary.

In a subsequent clause
of the act, relating to personal property
of such real as was acquired by purchase
in its limited sense, it is enacted that
there are no brothers or sisters of the back
blood, nor parents, the estate shall go
to brothers, sisters, of the half blood.

But parents take before brothers, sisters
of the half blood. But, as the statute
stands, when after no parents, nor brothers
sisters of the whole blood, the brother
sisters of the half blood take, yet it
does not give to their legal representation.
This is not conformable to the general
law; other instances of representation
extend to the children of brothers and
Distribution under that Act.

Next, but by far the chief, are the children of brothers or sisters of the half blood who are totally excluded. This it seems was not the intention of the Legislature, for in the original draft of the Act, the exclusion of their legal representatives was by George W. Persons, and placed as a going to brother of sister of the half blood, and to the next nearest of kind as at present.

When estate is acquired by marriage in the limited right of the wife, the order of representation in failure of issue is, first to brothers and sisters of the whole blood, and their legal representatives, then to parents, then to brothers and sisters of the half blood (and their legal representatives), then the next nearest of kind of the whole blood, in equal degree being preferred to that of the half blood. Representation extending no further than the children of the brother and sister of the issue.

This last rule applies to every kind of property judgment and acquired

The present.
By a Statute, every child, except the heir at law, who has received an advancement from the father during his life, before he shall be entitled to come in for a share under the Act of distributions, shall bring in whatever he has received from the heir at law.

This rule operates in the case only in which the father dies intestate and the child of his property.

By the law of 12 Child Act, the child of the intestate is entitled only by advancement from the intestate. During his life, a legacy at his death is not entitled to bring it into his estate, but such advancement or legacy is made to the child for a part of the whole of his estate.
Distribution under Stat. of Con.

At the death of the testator there exists a legal property of the legacies stated in the will, and of the executors. The executors are to pay the legacies in the order of their payment of debts. The estate of the testator exists the property in the legatees.

Donations causa mortis is a specific present made in contemplation of death. The gift is always conditional, for if the donee recovers, the donee is in entitled to the property. If the donee dies the property vests immediately in the donee without the intervention of the executors or any other person. In order to be a donation causa mortis there must be a manual delivery of the thing given or some act by the donor done amounting to it.

A gift of this kind is not good against creditors, but his action lies in the gift, as in the nature, land being in secular with the gift. M. Blouin and St. Peter
Distribution under that of an

The tateator, the claim to the

might bring his action as right on both

in his own wrong.

It seems that a suit in action of a

negligible nature may be as a donor

causa mortis; but if it is not negligible

the better opinion is that it will not stop.

They may it not? See Census may per

fect the agreement in other cases.

In all description of persons the

claim to be legates, the intention of the

testate must be weight.

It has been said that?

that grand children may be considered

description of children of the testator is

no children. Property given to be equally

distributed among the testator's relatives

of his living relatives, or his relations

of good moral character is to be divided

according to the fact of distribution-

the description being too general to have

any effect. This is now settled law.

Or a gift in a will of all the lega-

tes, property, all that he had at the time
A bequest of all or any portion of property in a particular place, extends to all which the party afterwards acquires in that place.

By a bequest of a particular thing at a certain place the thing must be specified whether in that place or not, at the time of the testator's death. It was formerly a rule, that if a mother gave a legacy to a daughter, it should be considered in satisfaction of the debt, if it was equal or superior in value to the debt, though otherwise. But now by a recent adjudication the rule is radically abolished. 2 T. & R. 240.

Such the legacy in order to effect an extinction of the debt; and the general with the debt. 2 T. & R. 240. to be payable at the same time as at least in 1804. 2. That there be no doubt respecting a previous payment of said debt. 4. That the said does not apply only to an illegitimate child; but that the insertion of the testator to extinguish the debt be apparent. 2 T. & R. 240.
Distribution under Stat. of leg. 181

If several legacies, given to one person, are exactly the same in quality & quantity, in the same instrument, they are not to be taken in the aggregate, but mingle with one person.

A legacy to the wife of any person entitled to money from the testator, by articles of marriage settlement or generally considered or intended to be a satisfaction in part or whole of what is due to the legatee may have been due, & the legatee may have been due, & must have been due. 263. 188

A gift to a legatee by a testator during his life, or contained as a part of the legacy bequeathed by the will, made previous to such gift. 265.
Legacies may be divided into tested & lapsed.

1. 11th 562
2. 8th 276
3. 14th 29435

The Injury legatee, if there is one, is entitled to lapsed legacies, but if there is none, the lapsed legacy will go according to the Act of distribution. In this case, there is one or two exceptions, where every will compel the heir to pay a legacy charged on his land: Yet of the legacy is lapsed, or if it be vested & the legatee dies before the day of payment, the heir will take it, to the exclusion of the injured legatee, of those who claim under the Act of some distribution. The favour is shown to

Rev. on chaps. legacies are charged. It has been decided both in Eng. & 1. What is a legacy lapsed by the death of the legatee, during the life of the testator, such legacy goes to the next of kin. But if it lapsed by failure of a condition, upon which it was given, it goes to the injured legatee.
A legacy given to A. payable at
a certain day is a certain legacy, but if
given to B to perform, when he arrives at a certain
age, it does not vest till he arrives at that
age; if he dies before the time specified,
it becomes lapsed. Yet if on a legacy made
in this latter manner, interest be desired,
even 675 it is a certain legacy.

If a legacy dies before his life
later, the legacy is lapsed.

Legacies to which general conditions
are annexed in lieu of marriage
are void absolutely; if the conditions
are void, all condition is to any estate or description of persons are void. But a
legacy, left by a husband, leaving a family of children to his wife, on condition
not to marry is a good condition, and
an exception to this rule. Yet the
husband is required to leave in view the
education of his children.
Leagues vested and vested

restrictive conditions of manner before

a reasonable age, or not to marry in a particu-

lar place, have been deemed good, and to

end to marry a person.

Leagues given on conditions' being unfulfilled.

if the legatee may or shall not

the content of a particular legacy are

not subject to forfeiture, and is limited

to another or in the breach of the condition

A legacy given to a minor with regard to

the survivor of either of them dies before

marriage at the age of 21. Without

therefore.

If a legacy is paid by the testator

to the father of the legatee, it is at the will

of the testator; but not of paid to any

other guardian. In every other quest,

guarantee for the faithful discharge

of his trust.

Any time is stipulated by

the testator for the repayment of the

legacy, it is payable at the expiration

of one year after the death of the testator

A Legacy is payable to the legatee, in the event of

the death of the legatee, at the time

originally fixed for the payment.
The legacy vested and lapsed
The legacy vested in a legacy in
may demand payment of it immedi-
sately upon the death of the first legatee,
provided, as is supposed, such legatee
was at the time of his death entitled
to immediate payment.

If a legacy is demanded at the
expiration of a year, it bears interest from
that time; in case of a minor of sound
reason, or insane, it bears interest from the
time. The lessee or lessee as aforesaid inter-
est is the same in both cases.

If a legacy is appointed by the testator
to be paid at a certain time, it is not fully
settled whether it shall bear interest from
the time set by the testator or from the
time of a demand of payment, that modern
authorities are in favour of the opinion that
it will bear interest from the time of
a demand of payment made before.

A legacy is made payable to the
delegate, even at a time certain in
future time unless otherwise made for
her maintenance, it will bear interest
from a year immediately after the testator's
death.
Legacies vested & lapse

By the common money made payable to a certain day, bear interest from that day.

As a testator charge his debts upon his lands, yet provide funds are to be first exhausted, even to the exclusion of legacies; such legacies are in return let in upon the lands. The rule it is proposed would not be difficult, nor is it clearly known to define the testator's intentions.

When the personal funds are exhausted by specially creditors, every debt is to be charged against the lands charged with the debts of any; as also against the heir, but not against the executors.
Specific Legacies are bequests of things.

Specific Legacies are bequest of money or money made in specific legacies, which do not identify any particular place.

Remainder legacies are held to creditors before specific.

Specific legacies are liable to creditors of other assets paid. But if a trust only of the specific legacy is taken for the amount of debts, the legature thereof being over and taken is compendible in the same form to make a responsible admission to the same. Specific legacies have been taken in this rule. Same, however, only when it is necessary to take a part of the specific legacies. So if the estate takes any legacy of this kind when there is a sufficiency of other assets, he is liable for the amount of the legacy to.
If the share of the personal estate or a particular item, or items, is designated in a specific bequest; after death a personal legacy is given to both each of the personal estate which is disposed of, the specific are all charged with the payment of the personal legacy; then being no other personal legacy given, what it can be discharged.

The estate is not subject to pay a legacy to any legatee unless the legatee give a security to refund, if needed to appear.

No time is limited by the law for the satisfaction of claims against the estate of a deceased testator.

If a legatee, on receiving his legacy, knows he has not given bonds to refund in favor of the personal estate of a deceased testator, he is not bound to do it.
A creditor may come upon the goods of his debtor in the hands of a legatee by a bill in chancery. Of the manner of legitimate and not otherwise.

It is the duty of the legatees to return stakes for the payment of debts in their hands, either in their names or fictitious. If the legatees have returned stakes and become a bankrupt, it is doubtful whether the creditor can recover his debts in the hands of a legatee, or Queripr. It seems as reasonable on principle, that the creditor should recover in their own common names. In C. it has been that, after a creditor, or legatee, by bill in chancery is called on, all the legates, Queripr that the demands may be charged upon them all in proportion to their share.
In Eng. the mode of recovering legacies is by suit in the ecclesiastical courts or in Chanery. If the legacy is charged on land, the latter must be only a sh. 10s. in a suit for the right of the court. But neither in Eng. nor it can be legatees. cover his request till after 20 years.
Mention of Legacies.

The accidental disposition of a legacy by the testator, may be an omission or may not, according to the circumstances of the case. To determine the intention of the testator might be sought. If the alteration cannot be accounted for, but on the supposition that the testator intended an omission, it is an omission. But if the legacy is so lost or disposed of, that any other intention of the testator can be inferred, it is no omission. If the thing began that is pledged or sold from necessity, it is no omission. If a debt is discharged, the testator calls in the debt for another to discharge, but to take it away from the legatee, it is no adoption. But if the legatee is enriched by the testator, or the testator is in fact long excited claim, or if the testator is in debt of money, the reception of the debt is no adoption, but the executor is answerable for the value of it. In cases where the legacy is destroyed.
Legacies—adoption of

If a life estate is created in personal prop-

erty with a remainder, the legatee

for life is competent to make an inven-
tory of the property. He is also com-
petent to give bonds

in the sureties of the property.

1. If the personal funds are not

sufficient to pay simple contract
debts, the heir may take the surplus

may take the surplus to pay debts by

satisfaction, in satisfaction thereof, to be

claim to the next of kin, or to the

ments and claims of kin, or to the

2. If the personal property of the

deceased is insufficient to satisfy

an individual in the personal property, or to

the personal property is first liable.
Of persons entitled to Administration.

By the 20th of Dec. it is the
husband is entitled to administration.
the wife’s estate in fee simple to others.
But as there is no such title in law (as
in that of the 20th) it is of no force to the estate
of the common law. Mr. Glare suggests that
no such estate is her given to husband.

In the case of a married woman, the admin-
istration goes to the husband, not alone.
The testament is left in that to others,
according to the direction of the C. of Rotula.
In the case of a married woman, the administra-
tion certainly belongs to the first person
to the next of kin.

But a new Administrator
may be appointed by the court, if
it is expedient, as administration of
different parts of the estate of the
intestate may be granted to different
heirs. Such this been be done with bre-
visedly for the purpose of the estate is
replied, or that one cannot with con-
division administering in the state.
persons entitled to administration

If there are several who are next of kin to the intestate, the Act of Probate may, at discretion, prefer one or a joint suit, with regard to kindred claiming administration, no preference is given of the child over the half-bred.

Among kindred a female, married, or cohabiting, preferred to others of the same degree.

If the administrator belongs to an infant, the court may, at discretion, appoint an administrator in virtue of the infant, &c. ministers of the infant &c. of kindred may be preferred.

If the testator next of kin refuse to accept of administration, or if there are entitled to it, in preference to others. But if the executor refuse, or if there is among them no proper person for the office, the court may grant administration to any other person, at its discretion.
Ex "Atm: give Bonds

If the administrator dies before the estate is settled, administration & bonds must be granted by the appointment of a new one, & to the original bond.

If he or more executors or donees
by the acts of the courts & die, the authority thereto shall vest in all, or in the survivor, & in the contrary to that which obtains in most similar cases. In general, if an authority is delegated to two or more jointly, it vests at the death of any one of them.

Each must give bonds for the faithful discharge of their trusts. Let the first set one, and in the order in which they formerly were, do the same.

No person can be administrator before he is 21 years of age; if the person designated is that before that age he must give bonds. Yet, in C. one may betrust, according to the Act of 1748.
Also, it is argued that even exacts give bond. A question, therefore, may arise as to whether the bond of an infant exact is binding in contradistinction to the principles of the law due to the law allowing an infant to be exacts. If exacts give bond, it would seem that, in this particular case, the infant's bond would be good.

The Court of Probate cannot, without your consent, in administration, once granted and if, on appeal to the Court, the reasons advanced by the judge of Probate are judged insufficient, such revocation shall be set aside.

The powers and duties of an administrator are very nearly the same as the authority of the former as well as the latter may be exercised. There are, however, certain points on which they differ.
In a suit on an Administ. 

...
In some cases the trustee or administrator may also require his administration to be considered. The estate of the decedent, or intestate, may be discharged, but in which the estate of the decedent cannot.

The rule of adjudication in cases of interest to the estate of the decedent, or intestate, has been laid down, that the estate of the decedent is liable for the costs of the executor or administrator. But neither branch of this rule is strictly true. For there are cases in which the estate of the decedent, or intestate, is liable for the costs of the executor or administrator. But the rule as to liability for the costs of the estate of the decedent or intestate. The rule as to liability for the costs of the estate of the decedent or intestate, appears to be this: If the cost committed by the estate of the decedent or intestate, to the estate of either of them, the estate of the decedent or intestate is liable. Though not; even if the estate committed by the estate of the decedent, or intestate, may have been on account of injury to the person on whom it was committed.
It can have effect, and will not lie, if any cause committed by the testator or intestate: and then the joint liability is derived from the equity of a statute, or from any analogous authorities.

Yet then a right of recovery for the debts of the testator or intestate survives to the executors, as in the action brought against the latter, the latter must not stand in the same contract. And the usual mode of recovery is by annulling, which cannot be lawful.

If an action which would survive against the executors is brought against the testator, of the latter firm, standing in said action, does not abate. If, in this case, the action is not avoided, of the action, it must abate. If the case an action is brought against the testator, on a right of recovery which would survive against the executors, of the action, the action sound in fact. The suit must, according to principle, abate, if the Off 97th march of 27 to an action sound in contract, any to the fact. And then the action is the right of recovery within.

In some instances in the code, an executor or executor cannot maintain an action which the testator might have sustained.

When a will is commended by the testator, if of such a nature as that it will revolve to the testator, the executor, if the testator die before judgment, the executor may maintain himself a party to the action, by suggesting to the Court the death of the testator, entering his own name in the record, in stead of the testator.

In all cases provision is made for the disposal of the estate of an estate, the estate of a deceased tenant in During the continuance of the estate to the estate with the estate.
Implements are injurious as real or
sometimes as personal property. They keep
of course by lord of land, as of an injury in
some them, the king's lie. But as between the
lack of ore, implements are always con-
considered as personal property, as also as between
the lord of forest, where the estate is de-
continued at an uncertain time. Least as to
suits, the dissing of which is injurious to the
freehold.

By the P. law any thing paid
to the freehold, became slightly, or con-
verted as a part of the realty. But this rule
is now nearly received. In whatever is only
offered to the freehold, is regarded as personal
property, until its separation would ap-
tantly appear that to which it is offered.
This rule is now established, and equally
between fees of one. A landhold of ten

Section 8. which are, by the custom
of Eng. law - situate, like real property, be
present on an called heir loan. This kind of prop-
erty is known to the laws of C.
It has not yet been settled whether, if an executor voluntarily pay a legacy & debts afterwards, he shall be permitted to perform the acts in the hands of the legatee. It appears reasonable that the executor should have this privilege, but in England has not yet Mr. Acres supposes that even in Eng. an action of assumpsit for goods had and need might lie, and the money in this way be paid by mistake, and if any, the compensation fails.
Duty of Executor or Administrator.

The first duty of an executor is to make an inventory of all the estate of the testator which came to be a part in his hands, to prove an account for all sums given to persons under oath. After this, the executor must account with the Chief Receiver for the property inventoried, but is not at all times liable for the value of it until it is incurred by his own fraud and negligence. But if the loss be shown by the fact, he is liable to an action on his bond by his creditors. But if creditors sue the estate in common form, they must join their action really on the inventory. If the estate could be sold for more than the appraised value, the executor gains nothing, but must account with the Chief Receiver for the excess of the estate.

The executor is liable in execution till debts are paid by him, unless he can make a reasonable defense. His liability is always according to the debts on his hands.
Duty of deceased — sets in the hands of the heir.

If the testator or intestate dies possessed of land for years, it belongs to the heir.

If a lease for years comes to the heirs of deceased, they must annually do to the inventory the withholding of rents; if any, after the payment of rent — and the heir is the same with respect to all accruing profits. If a testator seized in fee, man and wife, the rents on his death go to his heir.

All receipts, however distant in point of time, and real effects in the hands of the heir, and execution may go immediately against them, to be levied, quando audit. int.

Inquests of redemption, mortgages of testators are real effects in the hands of the heir; but not at first. If the testator grants an estate to vice versa, the justice estate of the heir is effects of real goods and interest.
Duty of the estate more cuminous.

If the estate is mortgaged, or in receivership, the estate is on the debtor's death, assets in the hands of the mortgagee, or money committed a trust, if the will directs the money for which the land is pledged, but not otherwise.

In o. on the death of the debtor, the assets are sold as personal property is appraised. The estate of the debt is held a time beyond which the executory claims against the estate shall not be allowed. The personal property is first sold by order from Probate, afterward the real estate, of which may under a power from Probate. After such sale or sales, the debt is paid.

The tax may always represent the estate as insufficient if he chooses.

When the amount of debt is fixed with the value of the estate, is uncertain, the tax may proceed from the act of Probate, the appointment of commissioners, to examine claims, exhibited upon the estate, to accept or reject them.
The decisions of all the commissioners are absolutely binding on the creditors; but not upon the executors. If they reject a claim, the claimant has no other remedy, but to pray the Ct of Probate to appoint new commissioners to review the decs of the former. If the Ct reject the claimant in this request, his req' is returned and finally determined. But if the Ct refuse to appoint new commissioners, the decs of the former is final. With this briefing in mind, all the nts again the case are suspended.

In C, the exec or person represents the deceased, both as to real and personal property. If the heir is over 12 yrs old, the decs be under the equitable principle that the exec or may preclude a pet of whereon he can find them, in case there is no one to pay the Pet or Pet'r.
An ear in his own wrong is one who acts out property honestly, intermeddles with the property of the deceased. He is liable to suit on legal representation because of the duty he owes under most causes of actions if the cause of action is to give creditors just deemed to be in the legal representation.

The rule for determining what acts constitute an ear de son tort is this: If the intermeddling is such as fairly obscure the viseme that he claims the management of the estate, a person is then himself the executor of the estate, he is an ear in his own wrong; but not otherwise. In it is said to be institutional, that the heir assumed the executorship, if their conduct can be accounted for in any other way.

Claiming property as one ear will not make a lien on an ear de son tort, unless the claim be simply colorable. If a rightfull ear has proved the will, or of a rightfull heir has accepted the property, unless he is a lien. If a person can become an ear de son tort, unless the intermeddling is also colorable, by claim the office of ear in tort.
Duty of the Solicitor's Fideicommissor: Gift Not Good Against Creditor

A voluntary gift whether made to a friend, creditor or not shall be good after the death of the person to whom it was made, but not against the creditors if there is not other property sufficient to discharge all the debts. In this case the creditor may, from the receipt of the gift, be sued as can be done in contract.

In law an estate in personal property of debts and legacies, made disjointly of the estate subject to debts and legacies, becomes inchoate. The estate may be perfected by the creditor, legator into the hands of the person to whom distribution has been made, such person in either case being competent to examine the former and hold good in favor of said legator.

In law a rent is not liable any further than to the amount of the estate which he has taken, and if he take an unexpired term, he may make the taking the estate of the tenant if the term is found a good time.

He shall be liable for the whole amount of the claim, whether the tenant or not.
The right of a man, may save an ear
Deere lost, for the damage in indemnity,
A part of the debt allowed by the latter
will go only in mitigation of damages.

A man's ear lost, has more of the
privilege of a rightfull Ear, in law. He
cannot retain effects for his own claims
agst others even of an inferior degree;
but can he maintain any actions, for
M. Rivers says, that according to the
spirit of the question, there cannot be an Ear
Deere lost in c. So far from being mere
for an average destruction by such a charac-
ter of nothing mentioned concerning him.
If such an Ear can exist in c. it must
be on some other principles; of them in case
of insolvency, the question of theRobarts
average payments would be entirely defeated:
the law here not recognizing any doctrine
similar to ear average law. He Robarts
ever have authorized such a character to have
value there. The the question has never been
clarly made or explained.
Order of Debts

In Eng. the due of Debts is as follows:
1. In case the deceased owed money to the
   debtors, the debt must be paid by the
   executors.
2. Debts due to the king by act of
   parliament.
3. Debts by particular acts, or
   forfeitures.
4. Debts of record.
5. Debts by specialty.
6. Debts on simple contract.

The debtor may pay what he pleases, but he cannot
pay debts to the State in preference to
obligations in leases, to those which are
already payable. A voluntary payment
is good to all debts, but is preferred to legal
contracts.

A creditor objects to the payment of
a bond given by the debtor on the ground
that it is voluntary. The debtor
will bring the parties into chambers
and expence to litigate their claims
and make payment according to the decision
of the court.
The enquiring may always be made into the consideration of a bond, when such pretense is alleged.

Commissioners on the estate of a deceased peron in C. Office to be informed to enquire into the consideration of a bond, when such enquiring is necessary. But the, if voluntary, it ought not to be acted on the account of misrepresentation. For such misrepresentation must follow the decease from making any claim. In many cases, he may, by circumstances as just facts, become entitled to payment.

In C. funeral expenses, debt of last sickness, debt due to the public and estates of administration must be paid first. But with regard to other debts there is no distinction.

By own laws no person having any right to exhibit his claim within time limited by the Chief Justice for the period can recover until the devisee comes into possession of the deceased who exerted in the inventory. In case of the will, the devisee given judgment according to his own trust to their other creditors. But this judgment was received in the Ceylon.
If no one seems that the Act of have no authority to give judgment in an average case in that state, such that it belongs to the Act of Probate. Mr. Reporter suggests that the Act does not contemplate any merit in the paper making the discovery of new property; but that, in a new estate is discovered by anyone the war is charged to inventory if a new average may be made of the new creditor of the claim or allowed by commissioners appointed for that purpose, or, after owning the average before paid to creditors, to take an average of the remainder.

If the war refuses to invent new discovered property, knowing it to belong to the intestate, he is liable on his bonds. He is liable on his bonds. But if the war refuses to allow to the ownership of the property it would seem reasonable, that the creditor claiming should undergo him in making the inventory. The Act might not the creditor, in the case, on the refusal of the war to inventory, (he having settled the whole estate before the discovery) to the suit admission the estate now.
Deed 14.1

generally, every person not being
somewhat culpable, has a right to
surrender if the whole of his personal
property by will. But a husband cannot
by will dispose of his wife's estate, in
satisfaction of her debt; nor, in a spousal
marriage, when a person resides by
will of an interested husband, in a
satisfaction between the rights of the
executor and that of
the assignee or legatee. Such a will can
never for such reasons be enforced.

A remainder of a chattel interest,
may by way of executory devise, be
vested over, after an estate for life, provided
the
remaindermen are all alive at the death
of the first devisee. If that the contingency
under which the remainder is to vest happen
during his life.
In real tail cannot be used in personal property, as that if personal property in E. is given by a man in the latter of his body, the absolute estate vest in the eldest child takes the reason assigned for this rule by Long, viz. that in real tail satisfactory property cannot be had by a free and recovery. Therefore if we see to tail it must be a particular case the law others.

But as to statute the same
deal issue of the eldest child in tail takes an absolute fee simple in real property thus given; the reason given by Long, viz. that, as in this case, an absolute property in the eldest takes, seems not to apply here, since by giving the same effect to the order "be use his body," in gifts of personal property or in gifts of real property, no property is vested, but the absolute owner takes effect in the same of the done.
The age of discretion for making wills in it is, according to some authorities, 14 in males or 12 in females; others fix the age at 15. In O. the age in both sexes is 17. Both lunatics, madmen, and persons deprived of reason by age, intoxication, or other degrees of derangement in their minds, are incapable of making wills. With respect to the degree of capacity requisite in this case, no definition is established. The courts generally rely on the opinion of witnesses, whether the testator manifest deficiency of his mental faculties or not.

If the testator is unable to express his will, the court will interpret the will; if false, have been made to him, and adding to the greater, general and special testamentary scene, the purpose cannot make a will; but proof may be admitted to show what he could understand the contents of the will, and have had understanding sufficient to make a legal declaration of the estate.
A will made under a seal or seal is invalid. And it would seem that in the case of fear whether real or imputed, many ought to be regarded.

A seal in executing signed is specified by the testator.
In no case shall there be substituting without fee to the will, of the testator or any part of the will in a self-executing signing. Nor in order, nor in form in love of, where the testator name written or another person of good by the testator can be done to be sufficient for signing. Out of the testator weight and number of names, or mark with him and another will be sufficient.

A form law machinery with might be made charging of personal property as we cannot. And the after-mentioned is the kind of wills by Act 27 of 1820 have almost 4108 satisfactions.
HULLS

No influence of a pecuniary will has accrued in
this case as before mentioned on the subject of the
debts for which they might be admitted or
whether they could be admitted at all.

In case may not be discharged by the
Court Probate for special reasons.

By the old law of debts
was made for his debt discharged. Now the
debts of such man is held on the hands of the
Court for the payment of the debt. The
reasons assigned for permitting the law of
contracting (according to the old law) to return his debts
was that they could not be claimed, but the
reason might be applied with equal
reason in a similar situation to one where the payee
might be allowed to retain their own debts.

The law as such is inhuman legislative,
only something in the will clearly shows the
testator's intention, that he should be
allowed to discharge the debts.
And Mr. Chivers argues that the right of the
court to withhold payment of the debt against
the payee claimed under the statute of distributions
is founded on the idea, that the law is entitled
to the performance. There, therefore, whether the
court has such a legacy as would bar his
right to the performance, the court retains his
Debt against such claimants.
A legacy being the be sought to is sufficient
only in those cases where it is known that the
testator intended that the be should not
be divided among the several classes. Proof is sufficient to show that, notwithstanding the legacy of
the testator intended that the residuum should
reside to the be, with the rule of 1670
renounced.

It is laid down by law that

lith, in cases of this kind, proof is ed.

inadmissible to which an equity and implication
that, if, proof may admitted to estab-
lish the legal interest of a will, whereas
in the case, where no proof, arises from
the equitable construction. Yet, each proof
cannot be admitted to establish the equitable
construction. But, if the necessity of the case
from the equitable interest.

The methods of working with clauses are
the same.
If after judgment against an executor, after the death of the testator, he neglected to make payment, the creditor may sue him in the same capacity. In this second action, he can plead nothing of which he could have avoided himself in the former action. And if in the latter action judgment goes against him, the execution is de bonis propriorum.

Thus it is lawful done any act which could make him an executor cannot affect the executor, being done after he is appointed.

When one is appointed executor, then summons appears before the ordinary to verify his acceptance of a part and subscription, or recommendation.

In S. Ex. must appear before the Chief Robate to appoint or refuse his appointment within one month after his notice given. If without summons, on failure he is liable to a penalty of five per cent a month.
If an executor is appointed by an act approved before a will, common law might be enforced and the will must be given to the law which property belonging to the testator may have in his hands. It is doubted in whether the whole proceedings of the other are not in this case absolutely void.

When there is but one executor, if he refuses, he cannot afterward claim the executorship, and prove the will. But if there are two executors, one of whom refuses, the other may proceed, and the will is refused the executrix shall at any time during the life of the latter.

By the law one of two executors may refuse the other when he constitutes one will, or under the same will, one may refuse the other, and the other may proceed in the name of the first, or of the other. In either case, the refusal of the executor to accept the estate of the deceased is sufficient.
Of Devastavit

Many nota negligence of the be
or time by which the effects are left, in many
subjects have to devastavit, or which Britain go
is, being procuring, or being debt of eftart, sub-
mitting to arbitration of accepting long
life than ever seen, expanding an unnecessary
large sum for funeral charges, necessitating the
the decease to be insured at distance. As when
in those cases, they are also given, the may be al-
vised the bed.

It is a question whether in
devastavit will lie in eftart or in a
shape of a certain measure in the action he can
render to the whole amount of the original
efforts of their behalf the average debt. The
federal society in their cup rests, therefore to be
an action on the bond.

If none on his de-
one is not liable for a devastavit by the other
record, he shall directly or indirectly contrib-
ted to it. In a devastavit is in the nature
of negligence.
Declarant:

May 1820

If two laws are made on a facts, and the other non.
The former has committed a duelist, both
may be wid in the facts in time. Second, a judgment
may go agt both. But if the arip or a grand
per son ed will be returned, or time passes with
an order to the facts. But if a judgment will go against
the receiver of a facts only. If the execution
will in this case go agt both.

Brund. 35, Ann.
No. 39, Feb. 167

You de. in that pays a bond made on a 131 junious
contract it in (Dublevich) 2. Stat. 46, 361

If both have signed

1. Stat. 315

receipts if one only has in fact received, both
are liable to exceters. But, it is said, that the
receiver only is liable to legates.
Of Preference of Administration Books

If the Decease (the Ex.) does not account, or if he makes such a false inventory or does not account the profits to his Profit, then the man, beasts, &c. shall be in full, or in C. or in 6., or in any other lawful way. But whereas debts in 6., or in 3., or in any other lawful way, are debts due to the Decease, to be a preference of the bond. New distribution of bonds, or also a preference.

When the Ex. is an infant, or absent, or subject to the execution, or the proof of the will, distribution cum testamento aequo must be granted; and the acts done by the administrator, in good faith, are valid. If an Ex, having proved the will, do substitute, Administra.

The manner of securing legacies in 6., or by bill in the hands, or in 3., or by bill in 3., or in 6., or in any other lawful way, is by bill in 6., or in 3., or in the hands.
In the absence of a legatee, and in case of
In the absence of a legatees, and in case of

The Exe may own in his own
name when the cause of action is found

The Exe may own in his own
name when the cause of action is found


In the case of joint tenancy, if there is a sale by the tenants in common, the goods sold are in the hands of the tenant, and the title is vested in the tenant. If there is a sale by the tenants in common, the goods sold are in the hands of the tenant, and the title is vested in the tenant.
Forfeiture of Armistice Bonds

By one clause in the Act of 1832, bonds
were in one instance, there can be an
in no other instance. But, as no provision is made, they
will be in any other instance, if on the effusion
of such a character could lead to defeat the ex-
charge; but in. These instances, that in other
selves, there can be no such character in l.
If a tenant takes a legacy, or
commands to pay rent for 10 years or die, or after the estate is settled, if he
fails to pay rent, a distribution made, rent becomes due, the
land is divided. If the
land is divided, the
land is liable. But in
the case of
agreement, the land is
liable.
Deficiency of Alienatee's Rights

In C. of N. the creditor attach'd property of
the alienatee before or after judgment. The life-
tenant dies. In question whether the creditor
had such a lien on the property attached as to
have it in preference to other creditors. The
code clearly have a preference in this case
if the debt had not expressly provided that
judgment debts should not be preferred.

The intent of the statute which provides
is very important, that the life tenant
does not defect such a lien. A mortgagee is
in such cases, allowed to have, to the exclusion
of all other creditors, the land mortgage.

And in the case of the attachment of an
attachment has been issued, there is no doubt
that the lien is good. New, new, in.

But, no substantial reason why it should not
be so in the case of the life tenant.
Of Contracts

Of Bailment

Bailment is divided into six species:

1. Delivery of goods for safe keeping with and may recover a notice of bailment.
2. Lending goods in land or sea.
3. Lending goods in accommodation.
4. Lending the use of locater at conductus.
5. Goods delivered as a person.
6. Goods delivered to one who is to carry them for the owner, or to some other reflecting them for hire, including the use of common of bail, convey, gutter.
Contracts — Bankruptcy

If property is received by one man to another, the purchaser of such property from the latter shall be safe to go against the latter or his executors or assigns. I have therefore an estate by a deposit on the hands of his bankruptcy debtor, if the latter in the former, the said shall bind not only the actual owner, but his executors likewise. The reason given for this rule is that the assignor has that confidence in the bank to return him fully in full or in part, or to property, whereas the purchaser who has no confidence in the bankrupt.

1 Pet. 3:18

He shall lend to one to another, a few miles of land by the possession may be taken by the original owner in whatever hands he may find them. So great is the power of the original owner that he may be retained by the original owner.
The answer is not clear. The question is open to interpretation.

If a man is taken for debt, the original owner may claim possession in the name of the vendee. If there is no clear equity in favor of the claimant, the vendee shall prevail. But if there is a clear equity in one side than on the other, he, who has the greater equity, shall be preferred; if there is fraud by fraud itself, the vendee shall be heard; for the original owner is chargeable with some degree of fraud or negligence in confiding his property to be theirs taken.
Contributions—Retirement

It was then determined on 1st. Oct. 1838 to let the farm pass over to the next heir, who was to
not regard the rights of the tenant. But if the
future case had been other, the effect had been
the same.

Any disposition of the trust
in L. of property, sent to a son in-law by
way of
on the marriage with the widow
Daughter, he and by the son-in-law, the title
of the father in law is absolute. But the
Vestor's right to the property does not amount to a joint
side.

If the property of a bankrupt
Vestor is left by the trustee in the hands of the
Vestor, the bona fide purchaser is secure and
of any person, not acquainted with the bankruptcy,
side. as against the bankrupt. Where
Vestor's property remains in his possession,
then person is better secured undoubtedly
sign the property in satisfaction of his right?
the question is, what the property in his name?
All sales voided on account of gifts, not the interest of a subsequent purchaser having the circumstances, and such gifts as a matter of fact or gift, a subsequent purchaser having the circumstances, and such gifts as a matter of fact or gift, may maintain their claims.
Contrasts-Bailments

Sheriffs of Gaolers, in keeping some
animus, one party or the other liable for any
failure in the execution of their several
work must failure happen by the act of God,
or an act of God, which in the case of
or by the order of the master of the land.
The Sheriff is liable for the body of one
in execution is it liable to the master of the
escapes, such as in the cases above mentioned?

Escapes are either voluntary or negligent.

In case of negligent escape, the payer
escapes may be detained. This is to be a
compensation on the part of the payer, before the
commissary, a suit against the Sheriff, the
Sheriff is liable or Answered. But if adoption
after an action commenced does not cover
the Sheriff, the plaintiff is under no obligation
to take his remedy against the Sheriff, and
preliminary the debtor is taken, and the
2 Selc 217
2 Selc 229

Though the escape is voluntary or negli-
gent, one by taking his remedy against the
debtor, he leaves his option against the Sheriff.
Voluntary escape subjects the
Sheriff at all costs to punish to the
creditor without the right of action in
an escape of that kind the Judge is liable
even as for a wrong. Such for negligent escape
the Sheriff only is liable. In those cases but

An negligent escape from the Judge
the Sheriff is not liable to a pea, but the tenant.

The liability of the Sheriff in such
situations varies from action in favour
of the Tenant against the person having
escaped from prison. It has, however, been a
question, whether the Sheriff can main-
tain his action against the prisoner before
the has sustained damages by an action by
the creditor. The decision of the Eng. courts
are uniformly that his liability entitles
him to an action immediately without
waiting till he sustain actual damages.
and again

3. Do not add any action in the

If you hear a solution of the

or the action is followed by a

or the action is followed by a

or the action is followed by a

or the action is followed by a

or the action is followed by a
Damages in an action of debt must be to the extent of the execution. By the decision in an action in the case damages may be left. It seems, that on principle, the same rule of damages ought to obtain in both cases.

The receipt of actions for money does not survive the death of the sheriff.

By the law, the liberties of the creditor pledge his debtor on execution to pay his debt. In this time of peace are no good reasons

If of two equal debts in

first is an execution, one benefit, the other

it occurs by the decision of the English courts

be discharged. This, I apprehend, is true in no

other than voluntary discharge.

And even

in these cases, it is not easy to see substantial

reasons, why both should be discharged.

The privilege of the grand side, defence is found on the statutes, but it is lost in the

manner is regulated by county courts.
An imprison'd debtor will make oath that he has no property of any amount above five pounds of any kind, or no means to pay the debt, nor to pay the debt for which he is imprisoned, he shall be discharged from prison. But the creditor may in his caprice return him to prison if he will maintain him there at his own expense. By constitution of this state, such property as is carry from execution is to make no part of the five pounds.

The law in respecting the sheriff somewhat from the laws of Eng. &c. the county is in some cases liable, of the sheriff not liable, shown in Eng. the sheriff is liable of the county in certain cases. If an injury happen then the insufficiency of the jail & without any negligence in the sheriff, the county alone is answerable to the creditor. Such insufficiency in the jail does not excuse the sheriff if he has not held the person in the infirm man & the jail would exist.
Contracts of Innkeepers

The law respecting innkeepers is the same as that respecting sheriffs and gaolers.

1. Innkeepers are nominated by the aldermen and other officers of the town, or being those nominated by the county court appointed them. They are obliged to entertain people for a week or liable to an action on the case.

The innkeeper is liable at all costs for any injury which may happen to the goods of the guest while in his possession. The only instance where an innkeeper can escape being held for the injury is when it is caused by the act of God, or the king's enemies.

But if the property be injured or stolen by the guest, or servant or companion, the innkeeper is not liable. The same is the case of the goods committed to the innkeeper to be kept safe, but if the host is responsible for his keeping to the value of the property committed to his keeping, by the amount of was thrown, he is liable in damages for no more than the sum which the court affixed to be the value of the property.
Contracts / J. H. G. 20

No in the instance, however, responsible for property not belonging to his guest; unless it is property from the keeping of which he expects some profit.

That a man may be a guest through the tolerance, but that he be at the end of his journey lodged at an inn for several days, if it be in character of a stranger. Yet the tenant retain his inn charge.

Sedanry or infancy can excuse an Innkeeper from liability.

Though in his memory that his though is already full of me sufficient
excuse for not laying in a guest. But if to
shelter a traveller in extreme, after his house is
full, to shelter by this for the Innkeeper
is not liable to in cases of guests.
Decisions of the Courts in Connecticut on various questions.

It was held by the Court of Common Pleas in the case of [Name] v. [Name], that an appeal lies from the Court of Common Pleas, if the latter accept action of commissioner and ordering of the same in favour of a creditor or an execution. An appeal lies from the commissioner as a court. The objection was that the Court of Common Pleas was not ready to accept the report of the same in favour of the proceedings.

Decided at the same time that relief granted by the Supreme Court in Connecticut against a contract made by a person of weak mind and addicted to debauchery and probable intoxication at the time of making the contract was erroneously granted. This decision of the Court of Errors was made on the ground that the party had a competent legal counsel.
Some Decisions of the C

It is a maxim, which is observed in some cases, that they may retain the person of the property of the

quarrel till their demands are him not satisfied.

If the quarrel escape the may pursue of the thing,

but the reception must, or in case of acquittal,

from a Sheriff be a present forfeit. The

rule is, if what shall be done for the

suit is that, if it does not appear, that

the Parurer, or abandoned the right of ap-

pearance, it is confessed as full payment.

In an action for a nature of

instance, it was determined that the D's

owe his quarter, but need not be tried separately.

Takers have been allowed to use

certain clothes of Blacksmiths' hedges, till

they are satisfied for their labour which they

done bestowed on them. But this rule does

apply to transactions generally. The rule of

seems to be, that, if the labor is done on

the personal estate of the employee, then

can be no retaining the property.
...
Breach of an Assumed Trade

In some cases, it is a very nice point to determine whether the loss is by insurable accident or the same fault of the bailee. As if a storm occurred a vessel appearing a leak, by means of which goods are damaged. In this case, it might be a question whether the vessel was not insufficient such as that the goods ought not to have been entered on board her.

Proof that the vessel and all her parts are not insurable. Our testimony that the loss was by some such, beyond the reach of human foresight of prudence to discover & avoid, is admissible. As that the boat was found with the lightning, or quenched by a sudden gust of wind. To

A man taking may accept especially of

If he takes of a special acceptance, he is bound according to the terms of the acceptance. And if he is misinformed as to the value of the thing which he consents to carry, or that it is some thing of small value, then it is of high value or money goods or he is not liable, if the carrier

of the same is no known to be, that the premium

for carrying money is greater than that for con

in any carriage. And if he is not truly informed as to the value of the goods or the amount of the goods to

1 Wilt. 281

3 Vent. 268

1 June 2298

1 April 2786

1 April 2385
This is no question that, in cases of vessels lost at sea, or in danger of being lost, the casting goods overboard, in extremity is not a act which subjects the carrier. But the law on this point is the subject of hagman & is not settled.
1 Robespier's appeal in 18th June, 1791.

2 See the Appendix to the Evidence. 1792.

3 The object of this section is to maintain that a claimant against property cannot maintain his action against a naked bailiff, but against the bailiff. This was the rule formerly.
Said: Parliament

But one who undertakes to do something with
property committed to his charge, or to transport
it from one place to another, is liable for
loss due to his negligence, the loss compensate
for his trouble.
A third species of bailment is called common bailment; including borrowing for use, where there is no actual covenant of keeping the thing bailed by a person that is not a common carrier, or who does not make it his duty or business to keep for others. In many of these cases, negligence subjects the bailee.

If one who borrows goods, a horse for a price, and the bailee, as part of the bailment, he is, at all events, liable for loss or injury which may come to the thing bailed, unless it can be clearly shown that the loss or injury would have happened without the exertion of the bailee. Out of the injury it, in no way, the consequence of the bailee's wrong conduct, is not liable.
The wrong conduct of the bailor in causing the
bailment to be done by the terms of the
bailment, the ought, is not, by the consent of
authority, deemed a sufficient. But if the bail-
maint is fraudulently obtained with a design
to abuse, even if the bai is not for the
same purpose that it would be theft of obtained
another promise of one or otherwise defrauded
by the bale. And moreover, the fraud or inten-
tion did not exist at the time of making the
bailment, yet the subsequent, there can be
another theft of theft.

Of an agency in done
property in the hands of a bailor to enjoin
a right of action against a foreign defendant
the wrong accused to either the bailor or
the bailer. But a right by the bailor for the
right of the father of the principal to
his self or other. For the right of action by
the bailor against the doing done. The same
is not good with respect to the bailor of an
agency, that by the bailor, for a right
of action for special damages still remain to
him. The violation of property by the
bailor himself gives the bailor a right of
action for his damages.
A distinction is taken between a total failure to perform a thing undertaken without confluence of negligence in such performance, and a negligent performance of the thing so undertaken. In a suitably negligent performance of an undertaking, the result to be proportioned, but the amount of the latter lies in such damage or none. In a total failure of performance, no such result is made by such a total failure of performance of the undertaking subject to undertake to one party in damages to the failure which produces such damages.
If the illness is not of the nature called fever, the
patient's pulse will be slow and weak. If it is,
then the pulse will be quick and strong. If the
patient is speaking rapidly and easily, then
the fever is not severe. If the patient is
coughing and wheezing, then the fever is not
severe. If the patient is sweating profusely,
then the fever is not severe. If the patient is
feeling weak and fatigued, then the fever is
severe. If the patient is feeling weak and
fatigued, then the fever is severe.

1. Mrs. Smith
2. Mr. Brown
3. Miss Lee
4. Mr. Davis
5. Mrs. Johnson

**Note:** The handwriting and formatting may appear uneven due to the nature of the document.
By the law of the money for the payment of the debt, the
right of the same is conceded, and a renewal of the note
for that money is to be given. The law is that if the
note is not renewed, the principal becomes due.

In this case, if the debt is not paid within a year,
the note should be renewed. If it is not, the
debtor may be sued on the note. If the debt is not
paid, the note should be renewed. If it is not,
the note should be renewed.

A note is not liable to be taken from the debtor of the
principal. But if the note is not paid within a year,
the note should be renewed. If it is not, the
debtor may be sued on the note. If the debt is not
paid, the note should be renewed.

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principal. But if the note is not paid within a year,
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principal. But if the note is not paid within a year,
the note should be renewed. If it is not, the
debtor may be sued on the note. If the debt is not
paid, the note should be renewed.
Of contracts

1. Of persons who are not of ability to contract, or who have the peculiarity of passing their contracts.

2. Of contracts in the making of which there is error or fraud.

3. Of illegal contracts.

4. Of contracts which are void because ill or impossible to be performed.

5. Of contracts which are void because not committed to writing.

Persons whose contracts are not void or invalid are those of being accidentably or not against their situations or others, are some sorts, infants, idiots, lunatics, minor contracts, persons of whose minds those are void to an uncommon degree.
Contract
The incapacity of infants and some
persons who are incapable of giving
agreements, are totally unable to contract.

A minor being incapable of a
contract, debts which are incapable of giving
agreements, are totally unable to contract.

The same is the case with lunatics.

[Text continues]
Contracts

The law in this case recognizes allowing to avoid such contracts as were made by them when not of sufficient understanding. A definition to bring each case before the court, both in England, it conveys, purposes of disabled minds, or those biased towards, are bound by the contracts which they make during those biased intervals.

Outrages is a species of incapacity of which a man may in some case avoid himself to avoid this contract, but, in general, it is

case to invalidate the obligation of his contract. If an unequal bargain be obtained of a drunken man, by one who had contributed to get

him drunk, in the interest of making another it is not valid. It is a question whether, from the advantage of a drunken man's intoxication to gain an unequal bargain, will not be upheld on the ground, that intoxication is acquired by taking

drugs of other intoxication is erroneously acquired.
Contracts

If a person of full age intends, he not legally
in debt, give a bond for what appears to be
in no consideration, when there appears no suffi-
cient reason to have lodged a voluntary donation of their
share, is given by the bond, an action of equity
will relieve such oath a bond upon the presump-
tion that it was fraudulently obtained.

He can never be sometimes into pre-
put to make a contract, or others in extremis.

It is a general rule that there must
be an oath to recover property before it can be
sought in a court; or a grant of property to iden-
tifies that question is for the breach of
the grantee until he recovers his understanding
refuse to accept. As the heir of the grantee may
refuse to accept, he can not unjustly be accepted
the grant.

Ignorance is, in certain cases, a good plea
in relinquishing such contracts.
contracts

From what a right which con more exten-
ble the subject of a contract from an indep-
dent, Chancery will in each of great relief. But-
the case of a farm for itself to value, because the-
title of the vendor is that dealt with by the
and a case in which Chancery will interfere, the
the vendor title is in fact good. If the vendor,
the time of the vendor, knows that the
the vendor title is good, a breach of Chancery
it is that would interfere. But this would
be on the ground of fraud in substituting one

Even where no harm is apparent
of the case, which it is said in the keeping of every
man to know, parted with the right. Chancery
but in some instances greater relief, because
affirm a fraud, is obtained by which a
laws allowed him to avoid. When the subject
when that the reason is good in law, with
affirmance of no validity.
If the acceptance of a bill or note of note
time is given by the maker of the bill
or note, he has been discharged, the note
is discharged.

1. Decr. 167
2. Vars.
181. 239

If one having an interest in any part
property or estate is coming to the making of
another interest in the same property to
another person, or the right to the
later, this being jurisdiction of the property,
the interest of the latter will be superior
to that of the former.

A relief for the taking confirmation
of a decree under a will definitely
10. Mar. 239 executed, the decree maintaining the will
will executed, on the 20th June.
Of the effect of fraud upon bargains

Rules both in Law & Equity.

Fraud in sales is said to be by fails of warranty, false affidavit, or by concealment of defects in the thing which is the subject of the sale. But a man, however, in such fraudulently of speech, to be no fraud in fails warranty.

The sale of property in law is an act of conveyance, which entitles a warranty by which plaintiffs, that the property is his own.

No act of opinion, that the case is not other of there is not acquipment. But in the warranty in the sales of personal chattels, in sales of real estate, there might be an act of warranty, or there is no liability.

An opposition to the validity of a warranty there is to be made at the time of the sale. Warranty previous to the sale will amount to no more than a mere affidavit; a warranty subsequent to the sale is speaking
null
Effects of Fraud on Contracts: 

If a vendor sells for a full price, knowing there are defects in the article of sale, the buyer is ignorant, it is a deceit which compels the buyer to an action.

An action in the case for damages is the buyer remedy in case of falsity warranty, self affirmation concealment of defects in which the false price is involved. Involuntary actions may not be sustained. But one or other of the false actions, by reason of the fraud, or decept, or deceit, or by reason of the fraud, or decept, or deceit, or deceit

An action for a false deed may be sustained in an money lost to acquire a right in such the property.

Said in the execution of a bond, and the remedy on such a case is the same both in law & equity.
Equity will reform a fraudulent contract, if 
the fraud is total. But if the fraud is partial, 
equity will not reform the contract, unless the 
void, but will grant relief to the complainant 
of the fraud.

Trust in the composition cannot
be pleaded as bar of a recovery on a contract, but
not total, our Courts have allowed it to be pleaded,
the practice is, however, of late date, and no 
Adjudication of the S.C. I have sanctioned it.

In case of fraud, composition will
not interfere in granting relief, but will leave the party
to rely on his remedy at law; unless this latter com
only will subject the party to some inconvenience,
which may be avoided by interference of composition.
Trusts of property, grants, conveyances & rules on said trusts. It is not intended that the more valid that the purchaser has given the full value of the property, if the purchase was made with intent to sell, then seller is deemed his creditor. It has been contended by lawyers, that of a value gave the full value of the goods, there is no fraud, the buyer, who has knowledge that the sale was for the purpose of defrauding vendor's creditors. The section can be obtained by parity of reason, the idea that the sale, in case of fraudulent combination, extends no further than the value of the property sold, exceeds the confirmation given.

A conveyance of property bona fide to vendor, the it falls short of the del of fraudulent vendor, is fraudulent and voidable; if the property is left in the hands of said debtor, for such circumstances, that the conveyance appears to be a mere theft.
It has been a question in law, fraudulent con-
tract, in grants are void against subsequent
creditors. The nature of that question of law is
established in this, viz., to secure to defeat
the policy of the law, which is to exclude the
grantor from receiving any advantage from
the property transferred. By the Act 13 Geo.
III. which is said to be in opposition of the
own law, such conveyance is void against
those creditors who are designed to be injured
by it.

There may be cases in which a
conveyance by the grantor to the grantee in
hand of creditors is valid. It has been done
by the High Court in law, that one who
conveys real estate is sufficient to discharge
his debts, may be the same as to keeping
it from his creditors, may save a favor
spot as a homestead or the like, provided he
leaves after his creditors sufficient to pay
charge all his legal debts.
against any such claims as are made good by the same person for a valuable consideration. Though the value of the property conveyed, the conveyance being enforced designed to effect avoid such disadvantage to the grantor. By St. 74, c. 93, 1799, voluntary grants, with intent to defraud, which purchasers are declared to be void, as other not the types with respect to, &c., that the preclude here knowing of the precedent conveyancers.

The precedent of a voluntary grantee, is for a valuable consideration, &c., in the Deed agrees. In the right voluntary grantee.

A voluntary conveyance may in some cases be void against a color. Then the conveyance is made for good consideration with the intent to defraud, it will not be set aside in favor of a creditor, &c., at the same time. Whatever the object of the voluntary conveyancer, the debtor had the property, &c., which the creditor might have satisfied the debt by paying the Deed agrees. But we do think, that a creditor would be justified for voluntary grantee, even if he has been guilty of no

Negligence.
The vendor does not make any
the court of misprision, admission in the
declaration, such a definite statement of an
allegation or, often, with good

Money will not interfere with
pleadings on the conduct of the
plaintiff's conduct or of the negligence
in the matter. Nor will it be the

Fraud in the contract is said
to be the ground on which thereof money
ought, which, such as it is difficult to discover,
is many acts that are money fraud
exist. A fraud in a contract is
a sufficient ground to prevent the
relief of a suit of money. Which has been
above said of fraud which

principally to refer to what the fraud was in the
sale, or in both parties with their design to
defraud third persons.
A contract by which one fraudulently gets the property of another at a life price than its true value, chancery will relieve against.

An inadequate consideration is a cause for which it seems to be a good ground for relief in chancery.

If one take the advantage of another's intention to make him a covenant to do a thing which is to his or another's covenant is not obligatory.

Contracts which are fraud upon third persons, the equitable doctrine between the parties, are void. Such is the rule of law, without which the father of the young man would not consent to the marriage with the father of the young man, and with the daughter, a certain woman, by whom the father of the young man and with a certain other woman. The land of the young man, to pass back to his father in law, proof of which the student seeks, upon the marriage of the daughter, is of no validity.
To an action both on a simple contract, damages may be given in evidence made by the person who, but if the contract is declared with a party, nor must it appear cannot not be pleaded to the bond or bill, but the de

The doctrine of imprisonment of法人, the minor. Doctrine of imprisonment is either by an illegal imprisonment, or by seizure by a false tit

ment of one legally imprisoned.

2. Sec. 28.

Imprisonment by detention of law, the innocent plaintiff is not set free, imprisonment is not a forfeiture. But every imprisonment, not by legal

12 May 357

14 Apr. 357

Eg. Testimony do not agree whether the defendant's consent of making a wife, is such a wife as shall void a contract. It is doubtless only in
Deeds

2 Viz. 178 in case of men of title of life, of life of tenant
2 Decr. 160, 2 months. may be a misspelling. But
1 Bla. Com. 197 the interest may be against the heir. But
2 Decr. 66 a case of which mention be taken. That
2 Viz. 177 that some of misspelling may be kept
of life, the 1st does not amount to legal Deeds.

Part of a written notice, but not readable.
Secrecy on a contract obtained by compulsion, [illegible], upon the will of the party, is made when the [illegible] or [illegible] with full information. The whole matter an affiance of the contract, cannot be avoided. But inferior contracts, marriage, lease, sale, [illegible] are in their nature immoral standing to the injury of the public interest cannot be affirmed, being from their very nature void and invalid.
contracts void on the ground of illegality

No contract the performance of which is against morality or against the law is not obligatory. Contracts immoral in their tendency are equally void with those immoral in their nature. In an excellent case on this subject as Allen v. Blantyre in 2 Tils. 49, and in which there was a reference to the subject, the opinion of the court given by the Chief Justice in a most mature manner.

A contract to induce one to commit

a crime...
A contract entered into, the performance of which is made conditional on the happening of an illegal act or act of God, is void. Where a party is at fault, the act does not void the contract: It voids only the party at fault. A contract to do an illegal act is not void if the act is not performed, and money may be recovered back. If much of the act has been performed, the contract is void.
From law it was a crime to take
interest for the use of money. By a Statute
of Henry 8th, a maximum rate was fixed to take
interest not exceeding ten per cent. Other
subsequent States have established different
legal interest rates, which have been fixed from
time at five per cent. By a statute
of 1820, the legal interest is established
here at 6 per cent a year.

The operation of more than
legal interest in the loan of money,
under the above Statute, is held construc-
tional, a usurious, for the payment
of money being done without actual and
by the same statute to take more than
six per cent for a sum of money in advance
which subjects the receiver of the payment
of the bond or the money or goods for
the loan of which the said interest or
interest was taken.

By the Statute,
It has been questioned at what time the interest of money ought to be paid. The first unknown to this point, confining it to the end of the year, held an usual payment of interest, for the reason that such payment is an actual giving of more than 6 per cent. This notion is now exploded, as the payment of 6 per cent at the beginning or at any other time in the year does not make a jury.

They must take more than legal interest at a rate upon a bond. If it be
not under 10 per cent, no one shall at all
amount of more, since the penalty of
the 2 of it has been by mistake.
To have a suit for more than legal interest upon a bond, said that
may be done. It.
**MISCELLANEA**

But the rule of interest established in law
is applicable only to losses where there is no
enforcement of the principle, than the loss
and there may be so the assertion would
be then in made. Then there is of the
greater hazard the less immediate and
comparative of the demand of the lender. And
may not tant the instance may in it be
a real proof a tolerable hazard of the
principal, it is not inferable.

A bona fide contract is
constituted by a judgment or
judgment in execution upon the same
contract.

The essence of interest is not
constituted, so to speak, the amount
of the capital by the advancement
of a premium not exceeding legal inter-
rest, but for money lend on a bond in
which legal interest is acknowledged. But when
the sum paid, with this premium to interest, exceed lawful interest, the
sum thereby concerned.
The words are not legible due to the quality of the image.
contents

in the case of a negotiable instrument, and the question is whether the obligation is fully performed on which the payment is made. In such cases, if the instrument is not negotiable, the court does not decide the case unless the legal interest in the instrument is afterwards established.

in the margin at the bottom of the page:

This is an interesting case, as it involves a question of law and practice. The obligation in question was not negotiable, and the question is whether the payment made on it was sufficient to discharge the obligation. I am not sure of the result, but I think it is clear that the payment was insufficient, as the instrument was not negotiable and the payment was not made in accordance with its terms.

See also the following pages:

Page 127

The plaintiff in this case is a co-signer of a note which was given to him by the defendant. He wishes to have the note discharged, and he claims that it was not properly signed. I am not sure of the result, but I think it is clear that the note was not properly signed, as the signatures were not in the handwriting of the parties.

Page 129

The defendant in this case is a co-signer of a note which was given to him by the plaintiff. He wishes to have the note discharged, and he claims that it was not properly signed. I am not sure of the result, but I think it is clear that the note was not properly signed, as the signatures were not in the handwriting of the parties.
Contracts.

If a tenor is declared to be void, the court shall declare the contract void, and proceed to the declaration of such facts as appear in the case, and shall thereupon proceed with a view to the recovery of the same according to the

Case 103.

It has been held, generally, that a tenor may be given in evidence to the court to explain the contract, and that the whole contract is the subject of an order of the Declaration of the same, that the declaration may be amended to.

The reason is, that the court may

to state the case of certain adverse action on the contract. Thus, if there be

the case, for any end of such action

the court, or the person, shall be made out, it

that the case shall be made out in evidence, the court of judgment.

The reason is, that no judgment shall

be made, or the case shall be made out, it

that the case shall be made out, it

be made out, in evidence, the court of judgment.
The law upon this subject is explained in the text. It states that upon a contract which is not performed, but only part of the contract, interest is due, and if no sum less than the principal can be recovered, the entire sum is recoverable. The interest is calculated at the rate provided by law, and the contract contains a clause for the recovery of the principal and interest. The party to whom the contract is due is entitled to recover the same, and if the party owes more than the principal, the balance is recoverable. This is a matter of contract, according to the law, and the parties must agree in writing before the recovery can be made.
I am sure that we will not want

to strike our laws, with a law of your

particular plan, if made on a principle

of consideration or declaration. To make

consideration of咧咧咧咧咧咧咧咧咧咧咧咧

in the whole, nor in this sense. In the

omission the declaration in lieu of

there is no declaration. But the expressions to their own

the consideration, I will lend to the

examination, if the consideration to be

[this is crossed out in ink]

20 Feb 1796

A word again on a previous subject.

An illegal declaration, or any declaration

Not a declaration is no more obligating in the

favor of an of negligence than in the case

of this statute.
...
which is the commencement of a new action and
the defect from their omission, and
notwithstanding this instability of a per
formance, there exist in this if it were
not to be absolutely done, regardless the
alterations to the practice which has been
performed.

It is true that a condition which
it is to be performed annexed to a bond
is not, that the bond remains so far as
has been no condition. But the declaration
uncompromising is not to be taken of being defective.

Indeed, the condition which had no
in the agreement, between the
borrower's and, it is the task of a man to
be made by another's obligations,
that the circumstances of the contract be,
adequate to creditors. But the language is, that
the form of a contract cannot
with the handwriting.

A contract executed with
conditions to be paid, on the performance
of a condition, is not made by the
conditions becoming in effect.
The contract at writing

By no law, no deed, no will, no writing can be contained in this a brevity of words. If contracts, even the most solemn, are not avoided by writing.

1. A special form of the words, in the words of any document or institution.

2. A form by anyone, without the debt, when an agreement of words.

3. An agreement of words in court.

4. A contract in such terms, conditions, and agreements containing any interest in them.

5. All agreements not to be performed within the place of sale, or at the time of making.
contracts not obligatory unless reduced to writing

It appears to be the opinion of the legislature at one end, that contracts being subject to the rule of evidence, not intended before to contract, unless they be things actually made or intended to be made, a contract being which's depend upon evidence, nothing hard testimony is not considered in being certain.

He advance's therein, but the verity, & to the understanding, and it's 150-160, having little, is in the 1st, because it will not give such a consideration to one so well and are no more shall in depending another.

In the first branch she proposes to have the least amount in the first letter of ten to some within the 150, 160, 200, that known which come in aid of the aid of the time or within the 150, 200; that the principal comes ore, then in various respects for the
contracts not obligatory unless reduced to writing

[Handwritten text not legible]
Contracts and obligations cannot be reduced to writing

1. Contract created by notarial act.

2. Contract created by oral act.

3. Contract created by habit.


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only in my copy of the indenture to have come about by the non-payment of the debt. The daughter is not only to take the property, but the daughter is to have the undivided one-third of the marriage.
There are two instances of this kind. In the first, it is alleged that the husband has been induced to enter into an agreement by force of circumstances, of which he was ignorant. In the second, the agreement is such as is not only against public policy but against the principles of private morality.

In a case of this kind, a bond with a condition is considered a covenant for specific performance of the condition of the bond as it is written.

If there be a breach of the bond, either of its terms, the other party has a right to recover the amount specified in the bond, and, if it be a personal bond, may have specific performance of the condition of the bond as it is written.

Furthermore, the bond is void as against public policy if it is used for illegal purposes or if it is contrary to the principles of private morality.
Contracts expressed & implied

2 Nov. 39
The usual condition of the bond, which is, in many cases to be a bond in
which the party to compel the other to perform, or to constitute his assignees civilians in case
when it is to be looked at has been

A copy of a tenor in the case,
be obtained, no such thing being known in
the law, 6.34. 6. The assignment is a
covenant between the assignor & assignee
which requires that the latter should have the full
right of the thing assigned. To do the
assignee no wrong obligation assigned
is as vulnerable to the assignor.
The decision that a contract is not binding for the party who does not consider it to be the expression of the true party's intention.

Here is the truth as an assertion that
been written in past agreements of what
the necessity of a contract to give the
validity. I must be a warrant before that
such clauses. By no consideration, or no
knowing of a person which is not the
illegal or null. A judgment entered in one
on not obligatory. It must be a considera-
tion to the Court, that the execution may
be denied to from a consideration of the
obligations, however, there are conditions as well
as not requiring, and understanding a consideration, a
man of such a clause is added to what
the words of the agreement, the
benefit of error, and fiend to
which the cause of the contract
may and not necessarily of the judgment.
contents—consideration

The parties to such a contract as above described, are to consider themselves as bound by the terms of it, and are to make such compensation to each other as may be just and reasonable, and as may be sufficient to fulfill the purposes for which the contract was entered into.

The parties to such a contract as above described, are to consider themselves as bound by the terms of it, and are to make such compensation to each other as may be just and reasonable, and as may be sufficient to fulfill the purposes for which the contract was entered into.
...Consider the consideration which is commensurate with the offering and...
Contracts—condition

An agreement, whether expressed in words or in writing, not being done in good faith, and not subject to the rules of the law of contracts, is void. In every contract, the consideration, or other matters, on which the标的 is founded, is of such a nature as to be deemed a complete and sufficient basis for the performance of the contract. In case of mutual rescission, the parties should be discharged from all obligations under the contract, and be restored to the same condition they were in prior to the execution of the contract, without prejudice to any rights of action that may have accrued to either party. If one of the parties is in breach of the contract, the other party may rescind the contract and enforce specific performance or damages. If the contract is rescinded, the parties shall be restored to their respective conditions as if the contract had never been made.
contracts consideration

Contracts are made by an agreement of the parties to do
something in return to the other party. But in many cases,
the contract is not enforceable without consideration, which
is generally an act done in accordance with the mutual
agreement of the parties, but it is without consideration.

The contract of the parties is a contract
made to do or to forbear to do.

This is a formal design of the parties as to what they have
agreed on. When a court is asked to enforce a contract,
a simple act of the parties may be sufficient to evidence the
intention to enter into the contract or receiving consideration for
the performance of the promise and to excise the penalty.

The penalty serves as a security for the performance of the contract.
contracts consideration

...and upon any such effect, the... to... of the party refusing to accept, when it is determined in an action of damages by a court of... such a rule as... of... who have liberty to...
Contracts - Consideration

In consideration of the mutual covenants and agreements contained in this instrument, the parties hereto agree to perform all obligations and covenants set forth herein, and to hold each other harmless for any breach of agreement with the covenants hereof.
The plaintiff in error, in an action of trespass to the person, in case of injury to the person, is entitled to recover by virtue of the omission of the defendant to the performance of the contract. In this, however, the act or omission of the defendant to the performance of a contract is not to be regarded as a trespass, but as a breach of contract.

(Handwritten notes on the page.)
a. By writing a note or a letter by hand. This is the most effective way to ensure that the message is clear and legible. It also allows for more creativity and personal expression.

2. When writing a letter, it is important to keep it short and to the point. This will help to ensure that the message is understood quickly and easily.

3. In writing a letter, it is important to be clear and concise. This will help to ensure that the message is understood clearly and without any misunderstandings.

4. When writing a letter, it is also important to be polite and respectful. This will help to ensure that the message is received positively and without any offense.

5. Finally, it is important to proofread the letter before sending it. This will help to ensure that there are no spelling or grammatical errors, which can detract from the overall message.
It is a well settled, that a contract which is insufficient to support an action at law will entitle one to no remedy in equity. To this Mr. B. supplies this objection, viz. that the insufficiency in the former is not in the substantial defect of the contract, or its covenants.

2d. It follows by consequence, that there can be only partial performance of a contract, if it will yet furnish partial performance, such performance being sufficient to entitle the party for whose advantage it is to

An estate to one for life to the heirs of his body is an estate in fee. But on marriage, the interest in reversion to the husband for life, and to the heirs of his body, is one more than an estate for life.

Chancery will decree a specific performance, or a payment of a sum of money in those cases only, in which the other party may apply to that Court for a specific performance.
that which is contracted to be done or conf

ted by Cl of a con... If articles are con

duc into by conveying land or other real

property, such property as property is

considered as already vested in the purchas

er, if injury happen before conveyance take

place more, the loss falls upon the purchase

and of the purchaser the property goes

to his heirs & not to the Dr. - But the

conveyance of the deceased to all dies, for the

Dr. not the heir is entitled to the money

arising from the sale. Likewise when one

has entered into an obligation to lay out

money in land to the benefit of another,

of the money is not so laid out it shall de

ced in the same manner to the heirs

as the land would have done had the

money been actually vested.

It has been questioned whether

money ought to secure the specific per

formance of a covenant with a penalty for

non performance. The rule observed by the

Ct. in this particular is, that if it appears

to have been the intent of the parties

that the penalty should operate mainly

to ensure & secure the actual perform

ce of the covenant, a specific perform

came will be decreed. Otherwise, if it ap

pears that the parties intended the penalty
Bargain & bargain which are equal to the
Pré. No. 115 time. By making them, they will ensure any
indefectible equality notwithstanding.

Any fraud or unfairness in con-
tracts is not sufficient to prevent any from
enforcing to obtain them. But the

1 Sam. 227

1 Sis. 176

If they will not make a decree which
is nugatory & useful, & then few will not
decide that money will be paid out for
the purchase of lands for the benefit of all
their, shall be so laid out, but upon a bill
be the hire for that purpose, then mon-
ney will be exacted to be paid to him. If
the land to be purchased is to be held by
the hire in fee tail, it will be owing that
the money shall be remitted according to
the term of the deed.
Be it enacted, that no person shall be entitled to recover any money or goods, to which he is entitled by virtue of any contract, upon the breach thereof, unless his cause of action shall have been commenced within the time herein prescribed.

This act shall be in force from the first day of January in the year of our Lord one thousand seven hundred and eighty.

The provisions of this act shall be construed to include and apply to all cases of breach of contract before the passing of this act.

In witness whereof, I have caused the seal of the state to be affixed.

Done in council, this first day of January, in the year of our Lord one thousand seven hundred and eighty.
Of Actions which arise on Contracts.

A subscription can of two kinds, express and implied, a deed of trust and implied trust.

When there is an indebtedness in a sum certain, not by specially, institutes an action of assumpsit or constringent, with express of annuls it with debt. Breaks off an indebtedness of assumpsit. It is sufficient that the sum can be reduced to a certainty.

When there is a necessity to pay a sum of money, which liability is peculiar on no contract, institutes an assumpsit will lie at the expense of an assumpsit, or debt will not. In such case, it is generally constringent with some other action as that of trespass, where the thing has been found or taken in debt. But for therein money it is said that this action will not lie. The law of our country is, Annuity, suspens, or other wise.

Institutes an assumpsit only lies for money paid by mistake, & in a variety of these cases.

It is much more plausible to say that where debt lies an action on the case ought not to be brought. The point made in the text of the law is the same, in that an Action of assumpsit will lie in many cases, and not with debt lies, for money there is no debt.
contracts. Action on Assumpsit.

The action is concurrent with several other actions to recover money fraudulently obtained of the party to total.

18 May 1805

1. String 100

2. Money paid on a contract, which the other party refused to perform. For money

1. Mar. 7th

3. Money paid on a contract the corporation of which failed for money

2. Mar. 9th

4. Action means. A suit to recover money bank

24th S. P. 3. Likeness of one acting wine a paid electricity. 1st Nov.

5. Bank note

3. Mar. 12th

6. Corporation

In such cases, if the court order to recover for

the amount of goods taken by a person in an execution on a judgment, which is usual after such taking and sale. The suit
can not lie in this case, more can the articles sold in this manner be recovered

2. Nov. 23rd

7. Corporation
This action lies against the money
received on the sale of an article to which he had no title. But if there has been a delivery of the thing sold, it overrode his, and principle of a delivery. No! does this action lie for money received on the sale of real property by one who has no title.

By the common law, no money
won on a fair wager might be legally used.

Indebturation. A purchaser in the prepara-
tion or such case.

Indebturation. A purchaser owes
an agent an agent having paid him by mistake, if it has been paid over to
the principal, though the money is not paid over to the principal.
In general, if there is any party of another demand a give notice of a debt or duty, but there are exceptions to this rule. If it is part of the provision of the promise to discharge a party by a term, a special demand is necessary. Such are all promises to do business for another, which the other must first furnish to be done, and such are so of small little to be paid by merchants in articles from their store.

If from the form of the contract, the terms or place of the contract's performance, may be referred within the knowledge of the obligee, and not known nor conveniently known to the obligor, it is necessary that notice be given.

If the obligor has not the means of knowledge as respects the sum which is due, information of the sum must be given.

In case where performance is a necessary element, the manner of the performance must be stated in the declaration.
In an action on the cases of a promissory note, it is requisite to state the case and manner of making the note. An action on a promissory note for money lent to B. at the agency of A. will not lie; the term 'lent being technical' implying that the money was in B.'s not in A.'s.

In an action at law, the breach of a contract must follow the contract as the subject is back.

In an action at law, the day stated in the allegation is not material, except in those cases where the action is convenient with respect to it; and then the day is a material circumstance.

An action at law, upon an instrument received in writing, the day is material.

An agreement which can be made at common law, may be to be in writing, and not to state to be in writing; but if it has not to a new right of action, it is not to be at common law. It is required that it be in writing, it must be declared to be in writing.
Whatever is alleged in a declaration in
express a pumpit must be proved, there
was nothing say to make the allegation
does not make it the less essential to
prove it when more. It is also necessary
in this action, to state the promise of the
confirmation of the promise, it may
both be, found or state. If both are true
confirmation both must be stated.

Where every confirmation an
alleged some prior error, if nothing good
the duty shall be, if the duty in
a pumpit fails of proving or express a
agreement, he may go into evidence original
covenants.
of the several defenses to the
Action of Assumpsit.

Of the plea of tender.

Tender is a good plea in all cases where
the person of damages is capable of being
reduced certain by any determinable rule;
and in an Indebtedness Assumpsit on a ques-
tion what the market price may be tendered?
Is in behalf of the damages an return, being
paid by law as agreed by the parties.

If tender is made of the tendered
and brings the money into Court he is entitled
do his cost. It has been a question whether
the tender, owns the money tendered.

It is clearly established that if a not
is given for any thing except money taken
in behalf of the note, and an it incapable of
being rescinded, it that the party of tendered
is absolutely vested in the tenderer. So it
the tenderor in this case under any obliga-
tion to keep or recover the property
tendered.
As a Sufficient Defense to a
suit for the recovery of money, it is contended by some that the
Tender does not discharge it, that the note, after being accepted,
being capable of being revoked as operative as it originally
was, can be a subsequent refusal on the part of the Tender to deliver
the money. Whereas if the note was entire, questioned, it would have
no efficacy, nor could it be acted upon under any pretext.

But Mr. Wilson says that the note for money is in fact discharged, as the property of
the money vested in the Tender, but that the Tender is by law
constituted bailer of the money, and, as such, is permitted to
avoid himself of his Tender and refuse
unless he will deliver the money.

It is objected to Mr. Wilson's doctrine
that the note is always bad on the note,
whether it vests the property in the Tender,
in the maker, and this action would seem
more proper. In this, it is confessed that the
maker in bringing the action on the note is
that the
law will not suffer the creditor to recover the
money without bringing such action as will
lodge the note in his hand at a future time.
It might be lost forever at the Tender.
As concerns articles other than money, the tender may be demand, as for them in town, instead of bringing his action on the note. The reason for this discrepancy in the two cases appears to this: The tender of money is obliged to keep it till it is demanded by the tenderer; but the tender is then made liable to be called on, the whole to be made payable in the manner which is most for his benefit. But in the tender of any collateral thing or call. He is under no obligation to keep the article tendered, the law does no security with indemnity; for then not liable to be called upon at all except by his own self in keeping articles as bailor, which he is not required to keep. This of the will make him self liable the tender is not obliged to sue him on his note.

With regard to the principal question, whether a note as discharged by a tender of money there are no English adjudications directly in point. There are, however,
Agreement. Discharges to
two ways in one of which it was determined
that the note should bear no interest after the
Tender, & in the other that it be depreciated
in the value of the money that had fallen
the Tender—

The S.C. & C.C. have determined that
that the property of the money acts until ten-
ence by the Tender. As long as the Tender
does his duty as bail he Tender is as effectual
payment of the obligation in debt.

In some few cases Tender is a good plea
when the damage ought not certain. As
in the case in an involuntary trespass, ten-
der of sufficient amends before action but
is a sufficient & good discharge. That an
sufficient amends must be determined by
a jury. It is supposed that in those cases
in which Tender is a good plea to an action
of trespass, it is by Act 1670 by own Law.
In all cases where a tender may be made, a tender is a good defence. If the debt due is a sum certain, tender must be made at any time, even after the commencement of the suit, costs being incurred. But if the sum is not certain, as capable of being reduced to a certainty by tender cannot be pleaded.

Of the time and place of payment and tenders a tender must be made at the time and place specified for payment. If payment is to be made at a certain place on or before a day mentioned, or on a certain day or within a given time after, the party is not obliged to attend at the place to receive the payment on the last day of the settlment convenient time of that day. A tender, therefore, at any other time than the settlment convenient time of the day mentioned would be idle, unless the parties were at the place before the time a time was made in which case it would be good. If the place is not of the time is lost, the obliger must give notice to the obliger of the time when he will make payment. If a tender is made at that time it is good.

Articles which are contracted to be paid at a certain time, cannot be tendered after that time; but a demand may be made of their value in money.
After the payment of all debts legible, it being known to the law, there may exist a question whether a tender to an overseer can be pleaded in an action. It is now well established that such claim is good. But it is not necessary, at law, that the tender should be made to the overseer. It may be made to the oblique notwith standing the payment. In equity it is otherwise, and tender must be made to the oblique.

It is said that a bond expressively conditioned to be paid to a stranger is not discharged by a tender to such stranger. This, with some exceptions, cannot be sustained on principles. But in some cases, no question but that a tender to a stranger for the sum of the oblique is good.

The penalty of a bond, let it be payable for the payment of a sum of money due on a day, is to be paid by a tender of the sum due on that day. It is to be remembered that, in a general rule, a tender goes no further than to make the penalty payable. If a recovery of damages, it does not discharge the debt. But in all cases of obligations relating to real property, the condition for the payment of a sum certain at a particular day or lawful tender on the day discharges the obligation.
leaves no remedy to recover the money tendered, unless the obligation is founded on some prior debt or duty, or a master, servant, or apprentice.  

In fact, on the same principle, no remedy would remain after a refusal of a lawful tender in case of a pledge to secure the payment of a sum of money, that sum being a gratuity.

The operation of a tender in case of a lawful, or bond with a deliberate intention made for the payment of a debt, is in my judgment inexplicable.

The refusal of a lawful tender prevents no duty or obligation from attaching upon the tenderer, which would attach by a refusal of the tender, nor can it deprive the tenderer of any right which could accrue by a refusal of the tender.

In making a tender it is necessary to show at what hour of the day it was made, for the court may judge whether it was the last convenient hour of the day.
Satisfaction is also a good defence to an action on a promise. The rule is, that accord and satisfaction is a good plea in all cases where amount in damages are demanded, in all places. If it be made in bar of an action for debt or duty, which is by deed, if it occurs by deed, but if the duty be the deed, existing out of it, accord and satisfaction is a good plea.

2 Tait. 86
Roll 128
A. Wilt. 88

Accord without satisfaction has no effect. It is not sufficient that there is a satisfaction, but it must be a satisfaction which is equal to the real demand of the party. It is not sufficient that the satisfaction be proved to the legal equivalent; it is sufficient that the contrary does not appear. No satisfaction which is not of a pecuniary nature is a good satisfaction; for the reason just mentioned, that it is not an equivalent. Accord without satisfaction, no payment of a less sum being alleged to be pleaded as satisfaction of a greater.
A deed must be within & must be executed. No

doctrine that an accord is of no validity unless
executed or objectionable, as under appeal to
principle.

Formerly the mode of pleading and

as by way of accord, in which case it was ne-

cessary to plead the specific execution of

the whole agreement; but the modern

mode is to plead it as a satisfaction, i.e., that

such a thing was given and received as a satisfaction.
Of Awards.

An award is a good defence to an action. The law with regard to awards, when they are a bar to an action, is that they are not different from what the law formerly was.

The power vested in arbitrators is similar to that of a Court of Chanuary. They are not inferior to the parties, nor are they bound to follow the rules of law. They have the power of giving the title to the things which it be money or any other thing that is declared, if the thing awarded may be recovered in an action at law, suited to the nature of the claim: or Debt, for money, known by any description of other articles, but a debt in chancery does not vest the property of the article.

An Award is final; nothing can go back of it. The arbitration takes off the original right; if the claim is refused to be tried by the award by one of the parties, he can have no action in the matter submitted.
The case in which the parties now are is from what it was formerly, one, where there is a law, agreement to submit, or an agreement to submit, with a promise to abide the award, or an agreement with a promise on compensation to abide the award. In either of the two first cases an award of any collateral thing other than money can by the law of no validity.  If the parties could be pleased in that of non factum, unless executed, but money awarded to be awarded. This was the law in the case of all other cases, and it is when money is awarded.

Other mode of agreement are by including the agreement to submit, stating the conditions, is such as the parties binding himself in a penalty to abide the award, or by each of the parties executing to the other a note, form. Now as is agreed, if delivering the note, with the demand of the arbitrator, or an offer to be deposed of, or they shall think fit. Or by a document to submit the controversy and abide the result.
It is a usage among Merchants, joining in compa-
ny, to insert in the articles of partnership a pro-
viso, that if any dispute arise, it shall be
submitted to arbitration. This provision is so far
obligatory as to make it necessary that an offer
be made to arbitrate before any suit can be sustai-
ned. Covenants to submit to arbitration consti-
tuting, which may arise subsequent to the covenant
would be of no validity, except among merchants.

Before an arbitration party may
make a submission. If the submission is by part,
it is voidable by fault; if by writing, the Eng-
law is, that it can be altered by writing only.
Whether writing is necessary in & to make a submi-
sion by writing. Mr. Ponce's words.

A revocation of a submission is a forfeit-
ance of the bond, or a breach of covenant to keep whole
of the award. Mr. Ponce is at a loss if there
be a bond of this kind is than answer in Eng. In C. such
bonds are charged. And the rule of damages is
the trouble & cost which the obligee has occasioned
the obligeer.
By the law a reception of a part submission entitles one to no recovery of damages. This is my opinion to be the only case where the same consideration is probably entitled to the same validity. It is found in the reason that there was no means by which the award could be enforced.

If we revoke a submission contract before any inconvenience arise in consequence of the execution, the revoke is not a forfeiture of the bond. It is a question whether a submission by a rule of law can be revoked. If it can a cessation would be a contract. It is attachment issued upon the same manner or for a non-performance.
Any one capable of contracting may be a party to an arbitration. A husband may submit the controversies of his wife & her property, but it is his right to interfere in settling. But a femme covert, joining with her husband in an arbitration, is not bound by an arbitration. An executor, indeed, is divested of the judgment of the court, in the event of a decision in this direction. If there is a law it is an exception to the general rule, to think the executor thereby free. Succeed to the only other exception, that a femme covert cannot bind herself by her contract.

Submission of an infant, is, like all the rest of his contracts, voidable in so far.

It has been questioned whether the one, who submits in behalf of an infant, is bound himself, that the infant shall perform the executory terms, if the infant does not perform. Anciently it was held that, the parent submitting for the infant, was not liable in the case. The law is now otherwise.
All controversies may be submitted to arbitration excepting as follows:

1. All criminal matters.

2. Matrimonial matters relative to the legality of marriages or concerning divorces.

3. Matters relative to the quality of freeborn, or their legitimacy or矿在 of a slave having no to be found in the law, but only in the Code of Justinian.

4. Ing. authorities relative to the submission of things of quality in various controversies. The reason of this appears to be that the law has not been uniform on this subject and different periods.

The law now is this, that all matters relative to real or personal property may be submitted to arbitration, but that no title to real property does not depend on an award.

The remedy for non-performance, is by an action on the bond.

In the case of one instance it has been in one instance adjudged that a submission of the sale of lands in the hands of a sheriff, created by each party to the seller, and the bond of the arbitrators to the parties, given to the parties to whom they should submit the property, cost the latter to the property. So, in this case, on objections.
A debt or duty created under circumstances immediately out of the making of the deed is not discharged by an award submitted by itself, but in connection with other matters. But such a debt or duty submitted with other matters in award discharges of the duty secured subject to the making the deed is not by the deed solely, but by the deed if common after making the deed, an award may be pleaded as discharge of it.
of such persons as may be Arbitrators

The grounds of instability in exercising the power of an arbitrator are want of definition of freedom to act according to his discretion, which a person has. For the former reason words, terminis a quo, are excluded from being arbitrators. For the latter reason too, some courts are excluded by the civil law a sufferent iniuriae, in a suit as an arbitrator. By the English law he may proceed his investigation, was known to both parties at the time of the submission. As arbitrators are judges of the parties own choosing, no objection to their character will be admitted to obstruct the award.

An umpire is one appointed to make an award, provided the arbitrator cannot agree to make an award, neglecting, or dying before an award is made. He is appointed by the parties; arbitrators in the parties own case. In making his appointment arbitrators must act with

The ship of arbitrators reserve their authority, an umpire may make an award previous to the expiration of the time limited to the arbitrator to make his award has been much litigated. It was formerly
held, that there could be no award by the
complain till the time allowed the Act
to ascend had elapsed. This doctrine
is clearly not according to the intention
of the parties; and it was too tled. It has
been contended that there could be no ap-
pointment of an appoint by arbitration
within the time required, but it is now
settled, that an appointment of an
appoint may be at any time previous
to the time limited the appointment.

Whether in case of an award by an appoint,
before the arbitration time expired, it
enjoying to prove to the court, that the arbitrator did
rescind the arbitrator's authority in a point determined
by no appointment.

The appointment of an appoint
must be refused by the appointee has also
been a subject of controversy. The appoint-
ment it has been an execution of the
appointee's power determined it. It is
now settled, that an ineffective appoint-
ment is of no effect, that an ineffective
appointment alone is such an one as can
determine the arbitrator's power.
of the power of arbitrators.

Arbitrators being by the parties appointed, for the time and place of their setting down the parties to appear. They have power to examine witnesses given by the parties themselves, arbitrators may adjourn. They cannot decide in a fact of which they have not notice. The submission to the umpire must therefore be general to the person named, the arbitrators must examine from records (m) the majority is bad. It may therefore be agreed by the parties to submit to the award of such persons in a majority of them, in which case the award of a majority is good. But the award of a majority one being absent, not notified of the sitting of the arbitrators, has the appearance of fraud & collusion would be bad. If no such notice or such neglect, or even presence from attending the award of a majority would be good.
An award in a submission that the award be delivered to the parties by a day, or be ready by a day next, necessarily being valued for a period, award may the ready or be delivered.

Arbitrators can reject no power to be executed after the time for making the award has elapsed. Such a provision operates to extend their award. But a ministerial act in obedience to the award may be done, after the arbitration time has elapsed, without affecting the validity of the award.

An arbitrator cannot delegate his authority to another, it being a specific trust reposed in him. A ministerial act may be awarded to be done by another. Such acts go not to make an award, but are in performance of one already made.

An award may be made at mid-night of the last day of continuance of the arbitration authority, the 16th. the last day in which service may be made of a writ ends at the time at which it is served, and that the writ cannot be used by the parties

16th.
An award should be of such thing only as are in the submission, and an award of any matter which is not in the submission is void. But an award embracing a matter not submitted is not necessarily totally voided. If the part of the award not in the submission causes such part of the submission to be in one respect other than it would have been without the part not in the submission, such part only not submitted is void. If the part within the submission is varied by the other, the whole award is destroyed.

A submission of all suits means a submission of all suits commenced at the time of submission. All actions of complaints include all actions of causes of actions at that time existing.

12 May 1099
2 Sir 12
6 MD 1221

This is a disputed point whether a collateral thing may be awarded as a mere compensation in damages. The law in this particular is settled.
The term "Tenancy" in a subtenancy comprehends all possible matters of difference-existing between the parties. It was adjudged that a suit of one of the parties in right of his wife, was not a suit of a subtenant of the suit. Mr. A. thinks that a suit in right of a wife, for a thing which then accrued while in the property of the husband ought to be included under such subtenancy.

A mere appraiser of that which is submitted to court, be under no such subtenancy.

All matters of controversy between parties being submitted, the arbitrators may avoid a destruction of the partnership.

It has been therefore contended, that the authority of arbitrators does not extend to the accounting costs. A & B must not prevent the power of arbitrators.

A release of matters not in the submission is one of such matters, but good so far as it is of such things as are in the submission. A by a general release, secures to a general submission of all disputes, not disputes of a particular description or deflection, comprehending a period of time, now within the submission, relates to that time, but valid as to the acts subsequent.
was originally held to be so. In late laws, unless it could be shown that the right of action, which is necessary to release, accrued in the time or land in the wharf not in the submission.

5 Rep. 77
6 Rep. 839
5 H. 62.

An award of a thing to be done to a stranger was formerly void, unless the thing to be done to the stranger was really a present for the benefit of the other party. It is now performed, that an act awarded to be done to a stranger is for the benefit of him in whose favour the award is made, to set it off. The award because the act is not to his advantage, he must make it to appear. But in awards of a thing to be done by a stranger in every case absolutely void, excepting only in instances, where it is in the power of the party, in whose behalf the act of the stranger is to be performed, to compel his performance.
It is usually told that, if one give a bond as agent for another, he is liable to the award. The principal alone can bind; it is more the case, that both are bound.

It is a rule that the award must be an extenuation in the submission. But in case of a general submission of all controversies, it is sufficient that the award is of all, which the parties lay before the arbitrator. When there is a submission of a general nature, the presumption is, that the award is of all that is submitted, till the contrary be made to appear. And the other controversies which are not in the award, are shown to have arisen, it will be presumed that they were not known to the arbitrator. Also the usual general of definite matters are referred to the decision of arbitrator, on award may be given of one that of another in this suit. Each of the submission is of all objects generally in particularity of several things mentioned, with a precise, so that there be an award of the premises, the award must be all matters, of which the arbitrator had no view, or none of all in the other, of all in the submission.
A case of a thing which is unlawful to do or void, so of a thing physically or morally impossible to be done, or that which the party hath not power to perform, with the concurrence of another. All your and of an unreasonably thing is void, as this one shall move another a given period of time.

It is questioned whether an award of damage for that for which no damage could be recovered at law is a good award. The authorities are contradictory, but it appears reasonable that such award should be given.

In regard to having part of a debt or adjudged indent, no being unreasonable, probably because it was that as relief of the whole debt, in consequence that there was a remaining liability for the remainder. It could now be adjusted otherwise, so as would appear that the first award was in satisfaction of the whole, or rather that no more was due at the time of the award.
If an intendment be resolved it is nothing.

Anciently much was said of mutuality in

awards. This proceed from a natural notion of mutuality. It is a sufficient mutu-

ality that one party receives that which

is his due, so that the other is discharged

from his liability.

Securit in another respect, on

a. Dig. 182

a. Eqm. 325

b. Eqm. 325. 314 but the award must be of certain

means. 292d that two different things cannot be ordi-

ned. 293d. My obott the common meaning of the

award.

An award of a sum of money not

mentioning to be after the submission

formed. 292d. It is new theory. I fear

performed to have been awarded on insinuation

of all the matter contained in the submission.

An award must be strict as to that which

is submitted. And the awa is void as to part,

as the void part is a contamination of the other part,

in execution of the void part, gain a right to ex-

quire an execution of the whole.
If there be controversy, that an award in the arbitration is void for uncertainty. It appears insufficient that such an award is not made in a certain manner. The point of mutual consent cannot be objected to an award by a party who has received, or has *assented to receive* all which it was the intention of the arbitrators to award. An award may be by any method, or in any manner, unless it is the agreement of the parties, that it shall be otherwise. In this particular, or in all others, the agreement must be strictly regarded in all things which may be of any legal material.

It is a general rule that an award must be literally performed. To this rule there are a few exceptions, for which see in the margin.

It is also untrue that an awarded sum of money, or any other matter, upon a confirmation which is void only in part, is a valid award if now explored. The former is now several decisions in conformity to it.
To recover a sum of money assured, either debt or assurance, in the prosecution, to recover where a specific thing is assigned to belong to the party. In this case, the possession, the proper action is have, or such other action as is proper, some of them on man lies in possession, the property of another. If some collateral thing be assigned to be done, or that a lease be given, or if some collateral thing is assigned in lieu of damages of an award of such a thing in an action on the cause. If payment is the protest money, when the subscription is by part, then on the part, only, actions for damages can be sustained in this respect or implied. Finally, to deny the award.

In declaring upon an award it is necessary to set forth the subscription, that it may appear that the award is or is not in conformity to it. If the award is by part, it is not necessary to set forth the whole award, but it is sufficient to aver that there was an award, to say that the claim of the parties on which the court grants his action, was awarded. In many actions, the defendant, in order to defend, may assign as many breaches of the peace, but when an action is on a bond no more than one breach can be assigned. A breach assigned.
Section 23

In cases where an award is made, a written statement of the award, signed in the name of the arbitrator, must be annexed thereto.

The award shall be in writing, and set forth the terms thereof, in as much detail as possible. The award shall be signed by the arbitrator, and shall be accompanied by a certificate of the arbitrator's signature, under penalty of perjury.

If the award is not made within the time set, the parties may appeal to the court for relief. In such case, the court shall not consider the award unless it is verified by the arbitrator, and the award shall be made in writing, signed by the arbitrator, and delivered to the parties.
According to the Act, the Deff must meet a performance on the part of all things agreed to be performed, or stipulating thing to be performed independent of a performance by Def. Modern warrant is that performance is not necessary, nor allegation, only performance is made a condition precedent to performance on the part of Def; or unless that which the Def was awarded to do is void, in which case, if the thing to be performed by the Deff be made any part of the condition in which the Act is awarded to do, on his part, the Deff must a duty perform.

It is not required that perfect be made, an award made in writing, but if an award is made after may be assented to, then if one of the award it may be obtained or for illegality. If no award is made no award must be liquidated by Def. It to this the Delff must go in issue.
An award being to pay it or to fail a certain, & for breach assigned therein, that it was not paid on the day, or held on its assignment, the in pleading payment, before a day of payment is made, it is payment at the day.

An award being that a pass to pay on request, it is necessary, that special request be made, & if request is not made & stated in the declaration it is bad.

The breach assigned of an award to pay a sum on delivery of the award, or that the party did not pay on delivery. It was contended that the breach was not well assigned, because to pay on the delivery of the award means within a reasonable time after: But the Or holds.
Giving the usual instructions to the judge, "on delivery" in the plea, that is given, that he must do so. If the order is in the alternative, on a finding a breach, it must be alleged that neither has been done. The rule, that no more than one breach can be alleged in an action on a bond, Mr. Webbs thinks somewhat altered. The law are no opinion to establish it.

In all cases where a plea refers to a defense, other than that there is no award or no award on the premises, it is necessary to set forth the award.

In a suit upon a bond, after praying an answer, the condition performed, may be pleaded. Upon a general submission of all matters, the submission award, and a part of such as they held notice of, it violates the award of the Defendant, pleading no award on the premises.

In this the Defendant must allege, set forth an order or finding a breach. If the Defendant supposes the award illegal, he may set it aside himself and even that there is no other award.
Awards — Declaring 

It seems to be the better opinion that it is sufficient to plead performance, without pleading actual delivery; that is, performance, but it should be pleaded in the words of the award. Under refusal or nonperformance, the plaintiff may be pleaded to an award. After a general performance, if it is not pleaded, no special performance. If one party can 

If submission is by bond, the parties agree afterwards that the arbiter shall make no award till a day posterior to the day mentioned in the bond; no action can be maintained on this bond for non-performance of the award made after the day fixed in the bond had elapsed.

It is a general rule that the party

not interfere to cause the performance of a bond, but will leave the party to become a party at law. Thus, an act, done, by which

claimant will deem a greater performance of collateral matter awarded.
That if it shall ever be such party's performance, or when the parties have long agreed in an
award, they shall aid to enforce a performance. The
government is prompt to the form in another
ground for they to interfere. A specific per-
formance of such award will be decided. There
has been a performance to the party
once by one party.

Then if it will not compel a duty to
perform a breach, but will subject him to the
penalty of the bond.

In each of a voluntary submission
which is by act of this of the will, may be made
in the to set aside the award, for some suf-
face, omission, or want of concurrence
in the arbitrator. For the party in this case the party
is without remedy at law.

If it appears upon the face of
an award, that the arbitrator with whom
a mistake in the award. He will set
a new the award. But if the mistake in
an award, the award will not
be set.

14 Nov. 251

The arbitrator has no interest to make an award in favor of one of the parties over the other, and the party who

will appeal from the award in his favor will enable him to obtain payment of his debt which

he will otherwise lose if it is a question on which

they will wait for an award.

They will, if the arbitrator makes and award, if one of the parties appeals from the arbitrator.

As no impartial fact on which the arbitrator will rely on to void the award favor the

appeal, the award will stand as decided and having the

same force as if there was otherwise had it been decided to arrive before the time

made.

of the effect of an award to bar other

actions

An award does not bar the original right
of action, when the title of lands is in continuity,
but mere performance of the award is a privation
of the bond to quash the award. The case is,
by the bond, the same as an award of all
or duty which accrues by bond. The duty
operates immediately out of the bond, if not by
somewhat subsequent to the making the bond.
The law of O does not differ from the law of O in
this particular.

30 But 65

and the performance of which can be com-
deferred in a good case in all cases of final

actions. Distinction, which often rises to new di-

tion, has been made where the

award creates a new duty in stead of that

which was in continuance, when the award

goes to extinguish the old duty by creating

a relief of the duty.

528

General presume commits a tort,
if there be a submission of the matter by the
wronged party, and none of the injured party
of the tort, or who is guilty of

of an action at J at O.
Amendments to the Law of Action

In each of a submission before an award
made, a suit is commenced; the submission
may be pleaded in abatement.

It will relieve in the case of partiality of arbitrators, notwithstanding
the submission is made a rule of law, if a rule of law cannot give relief.

Legality in the contract is
another ground of relief to an agreement.
This is a good definition. If the contract is not contrary to public policy, the illegality must appear on the face of the declaration, and may be demurred to. If the contract is partly legal, partly illegal, the evidence cannot be used except that the declaration of the contract must be in the suit. The same may be the case of an execution or a covenant. If the contract be in the form of a bond with a condition, it may be, the eye of the condition, demurred to be illegality.

An illegal contract may in all cases be avoided, but not always in a suit. Such contracts as are against prohibition, such as an agreement to sell are void, at least, but such contracts as are illegal, merely because they violate the peace of society, are in some cases void at law, in some void in equity. Marriage, brokerage, bonds, contracts for land to the benefit of法人 are void in Eq. only. XX
Their novel quintet of define in more fully conducted, under different heads in different parts of the literature. They can be simply mentioned as being good grounds of defence to an argument.
2. Statutes of Limitations

It happens that one of the Statutes

of Limitations has not been examined

and is not relevant to the contract,

but the party in the hands of the debtor

may await completion of the contract.

If the contract is not completed, the

debtor must return some portion of the

debtor in the hands of the party,

and there is not another cause of action.

If the action cannot be brought to an

action, it is not brought to an action.

If the contract is completed, it is not

completed in the hands of the party,

and there is not another cause of action.

If the action is not completed, the

action is not completed in the hands of

the party, and there is not another

cause of action.

It has been questioned, whether the

action can be brought to an action,

and it has been held that the promise is

a good defense.

If an action in the hands has been

sustained, in support of the doctrine, that

the bond is not bonded, but that the action

may be sustained upon it.

It is argued that the bond has a

sustained upon the party, requiring
States of Limitations

from the length of time, that the debt has been
acknowledged, therefore that no acknowledgment
made of the debt, or any act, or any act about
the performance, by proving the
debt negat, takes the debt out of the statute.
The case of no act acknowledged the debt, is
stated that he could not pay it, because
levied by the 4th, and all the other which have
been adjudged taken out of the 4th by a deed
or a will, that the executor will fill all his
debts to be paid, an contradicting to the
idea of a peremptory payment.

As to expunging an action in a debt
it is insisted, that the original contract is
and necessarily required by the 4th, so that
an action can be sustained, upon it, but the
new promissory given a new ground for action
where that the action must be maintained
by the 4th contract being a confirmation for
the new promissory. To reconcile the expunction
of the 4th, to their opinion, it is said
that if this is an acknowledgment of
the debt, or any act, which proves the debt
indeed, the law rather the promissory in
the case of indebtedness than in

decisions, however, which very clearly appear not to rest on the ground of any new principle, but upon principles implied in law. It is assumed, that the principle which governs cases of this sort is, that if a debtor whose time has expired which shows his intention to pay the debt, then it is barred by the Statute of Limitations, and being now noticed no advantage can afterwards be taken of it.

There is a common principle, that a length of time with accelerating circumstances makes a greater length of time alone is such an evidence of payment, or shall bar a demand. A length of time helps them stated by the Statute of Limitations. The amount of principal, or stock, is hereby payment. The claim. Each length of time is hereby proclamation evidentiary. It is liable to be rebutted by any matter which offers evidence of the existence of the debt. Twenty years is the period after which all common law, the debt is presumed to have been paid, if nothing to the contrary appears.
It has been contended, that an injunction
on a bond or note, the met in the handing
over of the oblige is effective to oblate the per
completing of payment as long as that is
An injunction may be made at
not made by the obligee, it appears in truth
of itself, totally without merit.

By A. 21. ch. 1. ch. 16. ch. 6. c. 1
enacted, that if in certain actions by
which it is sought, to be brought within the time
therein limited, obtain judgments, and that
judgment be afterwards reversed or vacated by
another court, the same mentioned, by the
may bring another action at any
within a year after the reversal of said
ment, etc. This is the general subject to have
been the law of this state, the action communi
order, so it is based by the
of judgment of another, afterwards reversed, the may
bring a new suit within a reasonable time.
By the decision under the bill of complaint, that
suit commenced is not voluntarily admitted
violation the attacking of the
upon the deman
ant, until a cause has elapsed after the death
of the suit. In this instance the action is
in the death of the testator or intestate, at any
time within a year from the death of the testator or intestate.
Statutes of Limitations

Of the right of action accrued as the time of making the promise, more important influence occurs in the proper mode of pleading the

If the right of action accrued subsequent to the promise, the plea should be, 

causa actionis non accedit X. By a St. of 

C. the time from the time when the 

promise was made.

If, in fact, a person beyond the 

party be demanded upon which the St. of 
time has begun to run, if it began to run 
while the one in strict situation, it still con-
tinues to run — the inferencing, officer of 
the claimant not withstanding.

It is questioned whether the 

limiting the time of bringing an action 
of bar from 6 to one year is liable to the action

action of Shores with that action is concurrence

with the phrase. The High Court has never 
decided that the St. was not bar ten. This
Mr. B. thinks opposed to the intent of the Act, that the object of it is to bar recovery upon such causes of action, if not merely to bar the right of recovery in that form. Under the special damages sustained, when the parties themselves are not actionable, it is not barred by the Statute.

That the promise is merged in a contract of a higher nature. In a good defense to a suit at law, it is said, the parties of the Act, that the first contract is merged in the Act, but it has been questioned whether this is to be considered as a prosecution of the first contract. To plead Mr. B. overlays the facts written upon one letter to be pleaded.

An act of misfeasance, merger act upon a defense upon a promise. The action of one who has obtained such a warrant, is not false imprisonment, unless the terms of the act have been complied with. An applicant obtaining discharging him on this act, the act which the officer must be liable.
Stages & Limitations

Allegation of an enemy is a good plea.

It seems that it should be pleaded in abatement;
so on it goes not to the merits of the case,
not in bar. If it is pleaded in bar it is conclusive,
so it totally precludes a recovery of any
future time, unless the Party may escape
to be an enemy. There are cases, in which allegation
of an enemy has been allowed to be pleaded in
bar, but those are the cases of such enemies
could not become friends. As Mahometans,
were our former Style to be.

A plea in abatement may plead
a release. A partial relief, unless it be
an expunging of the contract, or of its
validity. Nor is it must be pleaded spec-
ically.
Debt

Debt is a covenant with the Debitors. After executing in all cases of a promise to pay a sum certain. In a bond of money, due by bond, Debt is the only action proper. Debt is also a covenant with a covenant in a covenant to pay a specific sum. This action lies generally in all instances of liability in a new action, since there is a possibility of a covenant between the parties, but in all cases where all possibility of contract is excluded, Debt will not lie. The amount to be recovered is certain, as for money found, as for money obtained by fraud. The penalty of a bond is to be recovered in an action of Debt. Debt lies upon a judgment.

The usual mode of bringing an action is to bring the action for the sum of the bond, leaving it for the debt to establish the condition. But if the debt is the condition in the declaration he must assign a breach.

A quotient must be paid with the benefit, unless the same advantage cannot be had by taking out a new action or by virtue of the judgment.
Of Debt

In a suit upon judgment no advantage can be taken of any thing previous to the judgment. Any form of confession in obtaining the judgment, which goes to set it aside, or tends to show it was done by fraud, may be taken advantage of. However, the judgment was obtained in a foreign court, it is no more than prima facie evidence of the debt, if the suit may be made matter to make it appear, that such judgment ought not to have been rendered.

Debt has for must agreed on a like.

3. Rep. 22

If the lessor's right, his property interest, his lease may have debt as he wants it and the person, if less than 20 years. But if the lessor has no interest in the person, then the less is free discharge from all rent, which may cease subsequent to the agreement. With all the lesse this subject in 30th of 22.

3. Sum. 1868

2. Wh. 389

2. P Wh. 392

A bond to a common to pay a sum of money upon condition that the lessee did with vacant the estate of possession, is in consideration of past dibit commerce had with him is void. From that estate the bond to pay an amount for said commerce had with him; the having parties to the connection with him, sustained a prior character.
No money can be had on a note, without a penalty to pay a sum of money at several different times, until the time of the last payment. A bond with a penalty conditioned for the payment of a sum of money by installments, entitles to an action for the penalty of the obligor, fail to pay one of the installments when they fall due; the whole penalty being incurred for non-performance of any part of the accord or condition.

The penalty of a bond can be avoided by such payments only as the obligor binds himself to. It has been contended that an option, not to add an obligation when his statute for is not liable to be sued. It appears not that this is not true. If a bond in the discharge, the penalty is forfeited when the happening of one of the contingencies.
In debt for a life or will, the obligation of the debt, as in annuity, &c. for a long a period, on a life for years, is a continuing to the receiver, the latter being in this case, held on the

grounds of contract, whether the accepted or not.

The 2d decision generally is that a deed, which is intituled in, or to, a third person, if delivered to the party himself, it becomes absolute; if no error. While subject to that there is a distinction between a delivery to become not the act & deed of the party upon a condition of a delivery, which is not to become the act & deed of the party, until the happening of a contingent or until a certain condition is performed. This distinction was taken in the case of B & B. A good distinction. In the former case the delivery became immediately the act & deed of the deliveror, as is not rendered void by the non-performance of a condition, connected to it; in the latter case, the delivery never became the act & deed of the party, till performance of the condition.
Paid testimony is admissible to show that a deed or not the property of one in whose name it was made.

A refusal in any part of the deed by the obligee himself is fatal to its validity.
A refusal in any unmaterial part by anyone else without the knowledge of the obligee is not fatal.

A refusal of the obligee is a good defense to a suit on a bond. Proceed to the 3d of June,
payment after day could not be pled in bar, since that it then had been executed a good plea. The bond being to pay on a fixed day, the plea of payment should correspond with the fact, or to the time when the payment was made. By a refusal in a payment of any time previous to bring the action is good plea.

When there are several debts due,
from one to another, if a payment is made of a part; the balance may be upon which
with the payment shall be applied. If the
the court does not check the balance may in
this case of debt, one suit to differ from the other,

1 Sam. 6:22

Phares 944
1 Sam. 24:14
1 Esdr. 8:58

Phares 944
1 Sam. 24:14
1 Esdr. 8:58
as the former allows not the surety to discharge one debt by election within those matters, but says, if it is more for the interest of the debtor to discharge one debt than another, it shall be applied to that debt which will be most advantageous to the surey. Mr. Hyper that some rule is as fast objected as of law; that the surey is allowed to elect in case only when it is immaterial to the interest of the payer, how the payment is applied.

If any advantage is intended to be gained by the alteration of a legislative act to avoid a bond, the act must be pleaded specially.
If indemnifying Bonds.

It is questioned whether the liability alone is sufficient ground of action upon a bond of indemnification. It is a well settled point that the breach of special damages, and the party's want of means to recover to the extent of his liability, is not reason to go to the court of his liability. Therefore, special damages are the only grounds of recovery in the bond, much more is often recovered than the damage sustained. It appears indeed, that when the damages exceeded the damages sustained, the court is on the ground of liability, and of a recovery can be had freely on the ground of liability, and if it may not be pleaded on the same ground. M.R. thinks that there is a distinction between bond of indemnity and obligations to be paid at the same time, obligations to pay on demand. It is difficult to pay at the time, the sum forfeit, a breach of the indemnifying bond. It is certain that it may be immediately sued; the no special damage is sustained; in the latter case, there is no breach of the bond of indemnity, if no action can be maintained upon it, still special damages can be sustained.
If one is liable for the debt of another, by
the act of the other, it is admitted that
the liability alone is sufficient to entitle him to
a recovery of damages to the extent of that
for which he is liable.

It has been decided by the courts that
liability alone is sufficient
to entitle one to recovery in a case of
innocence. This decision has been more
recently settled by the courts. The

A release of all demands extends to
all actions of which such a
release is a future day, but not to a
counter-note, note, or a grazing note.
A covenant not to sue equity in a default may be enforced in law. If a covenant to a covenant, of which he would deem a specific performance, be obtained against him of that, which he ought by the covenant to have, Lord Mansfield said he would not suffer the covenantor to sustain no action at least to take it from him; but would allow the covenantor to be shown to bar the claim. Yet this covenant not to sue discharge the right of action. It seems that a covenant not to sue for a specific term, does not bar the right of action within that term, and that the only remedy of the party is by an action of covenant. A covenant not to sue one of several joint several obligors was adjudged no discharge of the others, their discharge him. But when one of two joint debtors was released from justice, it was held that the other was also released, even if any different in those respects.
Bancroft's digest

If there are several joint obligors, you only

is sued, the same rule to sue the whole must

be taken advantage of under or plea of what a

ment. But the one sued whom the suit is

best must show, that there are others whom

joint obligors with himself. This if there are

several joint obligors if all do not join in the

action, it is a perfect matter to be taken ad-

vantage of under a plea of abatement.

Before a bond the subject living witness,

Daws 205-89 must be produced, & no others can be admitted

for that purpose, even the confession of

the obligor is hardly sufficient. But if the

subscribing witness cannot be heard, proof

of his hand writing is sufficient & admissible.

Strong 395. If the witness has become infamous his hand

writing to the bond must be proved.

A covenant to save knowledge or for

quaint ingratitude with all persons generally

entails not to tortious acts, but to the

lawful acts only. But a covenant to save the

amities in a particular matter, or from the

acts of a particular person, extends to tortious

as well as to rightful acts.
In a covenant with a penalty in action may be bent for the penalty, or for damages upon the covenant. In the former case, it appears to have been the intent of the parties, that the penalty should operate to enforce the performance of the covenant; with an alternative, which he may elect to forfeit. To perform the covenant, the penalty may be claimed. But if it appears to have been the intent of the parties, that the covenant or might elect to perform the covenant for the penalty, the whole penalty will be recovered. In each of the actions in both the covenant, for damages, the penalty is no more, or less than the penalty may be recovered.

If a leper covenant, not meaning his disease to be any act to cause some injury or remove any part of what is leprous, or do any thing upon the leprous premises, then a judge are bound to perform the covenant of the leper. If the leper covenant to erect a new thing, or to suffer labor in any way upon a thing which is not in use, upon the thing which is leprous, a judge not being required is not bound to perform if the leper covenant for himself or his heir.
an assignee, the assignee would be bound in the above sense. But the lessee cannot in any case, bind the assignee to either labor off of the lease estate. A covenant which is borne previous to the assignment, has in no influence any operations on the assignee.

It has been already observed, that the assignee of a tenant is liable for rent due to the lessor, if it seems not to be necessary, then the assignee should enter security to subject himself.

It has also been said, that an assignee does not discharge the lessee from his liability to his lessor for rent, but that after acceptance of rent by the lessee from an assignee, he is discharged. Acceptance of rent by the lessee from the assignee does not discharge him from his covenant.

The assignee of a tenant may plead in defense to debt and claim for rent, that he assigned before the rent became due.

If a lessor of a lease found his covenant for himself, if his assignor the covenant is not binding on his assignor, but only on his lessee.
In an action upon a covenant in a deed
in escrow to release, whether that the
defence had a right to leave it, so to state
a breach made in each one is legal. The
defence may plead that the lessee had no
interest in the covenant; in this case it is
incumbent on the lessee to show in
to himself. But of the lessee, the lessee
for a breach of covenant, so that he had no
interest in the premises; it is sufficient
that the lessee can show any breach within
this 

2

off the deed, but where it actually
is.
Of the action of Account.

By the Eng. comm law an action of account lay only in cases of guardian in seige, husband or receiver, between the parties for the benefit of commum. In Eng. and in C. it is now extended to other cases.

An action of account is always grounded on some contract between the parties express or implied. The plaintiff to recover damages that the defendant account, must produce such account. If the defendant pleads the general issue, which is no bar, the receiver, is verdict found against him. The action is good quasi contract. It is the same as the case, when it is found against the party, not sued for in the action. If both accounts are given, a verdict can be found against any of the defendants to appear.

Judgment quasi computat being rendered, the court appoint the receivers to hear & examine the accounts of the parties, if they are willing with full power to appoint time & place to adjudge the accounts of the parties before them to whom they are to

30th July
An infant may sue on a debt never settled, and his estate without the right of an action of account; confining him as his guardian. This is a solitary example to the rule above mentioned, that an action of account always arises on a contract, or the right is implied.

A contract not only is necessary to an action of account, but by the English law, sum in demand must be to the full certain. The Act of L. have extended this rule to demands which have certainly for the sum, or as to the sum.
If money is delivered to one for a particular purpose, he is liable in an action of account. If he receives the goods in pledge of another, he must account for them in a particular manner, or to account for them, or if he give his receipt for them, in an action of account or an action on the covenant with the goods. If the action of account he gives the goods in pledge on 1s. 6d. of 1s. 6d. or 2s. If there are several executors, each may sue the other to account for debts which he has received. One executor may sue another in account. This action lies by an action on the last.
PERSONAL wrongs alone are now to be treated of; and the law of remedies, relative to personal wrongs, will be considered together.

Slander

Slander, in its legal sense, is different from that which is commonly understood by the term. Injury to reputation is not, in all cases, necessarily to constitute slander; nor is every injury done to the reputation of another, legal slander.
Slander is of two kinds, words of themselves actionable, without any special damage sustained, and words which are actionable in consequence of some special damage sustained. Words in themselves actionable are:

1. Words which express a crime, tending to support punishment or avoidance, and with which one incurs injury to reputation, which imports that such subject the person to a fine.

2. Words which tend directly to injure a man in his trade, profession, or calling.

3. Words which are against the official character of a man in office.

4. Words which tend to exclude him from society.

Such words may subject one to an action of slander, they must have been spoken maliciously, maliciously, or falsely; the offense must then be done. Malice is, however, presumed, if the words are falsely spoken, but such must be the circumstances of the occasion on which they are spoken or to whom the personation of society.
The legal sense of the term maliciously differs from the sense in which the word is commonly understood. It comprehends malice in fact or manner. In law, therefore, mischief is done with an evil intention or done maliciously.

It is said that no action can be maintained for words on the false report. This appears not to be a reasonable ground of excuse. Revocation is a publication, but an injury amount to a full justification complete.

If words which are not actionable are stated in the other declaration, they may be proved to entitle damages for the words which are actionable. It is supposed that those words are to be proved to show the malice with which the action was used or spoken, rather than to entitle damages. In entitle damages it is here, the effect of proving them.

The program revaled of the English law, in the word malice of an C. F. is to speak with great solidity of the reality.
An action will lie for want of law, which of law
must necessarily occasion great damage, or
for want, in consequence of which there is
high probability that damage will
occur, previous to damage actually
retained.

No action can be had for want
shown in the want of legal proceeding
is a test of justice, if the same is justi-
cation to the subject in hand. But if
Act not fulfill those necessary rights
to the cause, by which the defendant
have character he is liable.

No action can be joined in an action
of slander, so special damages can be
given in a slander which are not stated in
the declaration; but the words an action
able no suit can be maintained for special
damages which may afterward occur.

In any case, it seems that the
that there was no malice, may be given in
1. There was evidence under the general rule, not guilty
of the words, that is to prove the truth
of the words. In must be proved specially.
the law of the defendant in this affair.
The 4th Term does not lie an action of
Slander for pecuniary damages. In order
If void, actionable & not actions. If are charged in the same of different
counts, the Def. may plead not guilty
to the actionable counts, a Demurrer to the
not, or not guilty to one defect, a Demurrer
to the other. If this is not done a not-guilty
plea is pleaded to the whole, a general
verdict of guilty, without specifying what
fact the Def. is guilty, may be given,
of there is any count in the declaration no.
Verdict of void & not actionable. Action
actionable & not actionable voids in
the same count, a good verdict is good.

Slander is by the 1st 2d 3d 4th, but in 6. it is made a crime by 2d
Of Libels

Libels are divided into two kinds—such as give the party sustaining a right of action for damages—such as do not. The rule of distinction between libels, which are actionable, and those which are not actionable, is, in some books laid down to be the same that holds between libels actionable and those not actionable. This, however, always must be in the rule. Previous instances damages have been recorded for libels, which would not have been considered of the same kind been spoken.

All libels are considered exercises to a punishment, when the principle, that they tend to disturb the peace of society. It follows from the same prin- ciple, that it is not clear that it is true.
One right of another publisher is that the publisher's name is both bold, but writing a title of mean publisher is not sufficient.

Writings which affect the government are libellous & punishable by law.

Writing which tends to the conception of

OF MALICIOUS PROSECUTION.

If one, knowing that the other has no legal or available demand, commences suit against another, with intent to cause a malicious suit, to give the one said right of action for the action. It has been questioned whether one suspecting himself to have a legal demand a right, but knowing his demand to be malicious, suits with intent to cause the defect of a ranking action, is given by malicious prosecution. This appears to have been a case where an action has been commenced on the ground of an malicious suit.

Some having a just demand, sue in a malicious manner, intending to cause unnecessary trouble and expense in the suit. It is guilty of a malicious prosecution. If done in the name of another without his authority, known to which he known have no suspicion of the cause, he is liable on either action for a malicious prosecution, lying in another state of cause to be malicious, not according to the circumstances of the case.
Malicious Prosecution

1. If the fact, given Damages in a malicious prosecution, is inferred a fine, but this fine is merely a mere exordio, an help to be made of the 2d by some papers, that they reflect it, in which case, it is inferred on judgment for dil.

No probable cause is necessary to support an action for a prosecution in a criminal case. If there was no probable cause, malice would be inferred, but malice alone is insufficient. If there was probable cause in office, who acts for the public, is not liable, those persons, without probable cause, but he who in the cause of the prosecution, with and by promise it, is the blamable party.
Malicious Prosecutions

The law one way is, that no action can be maintained for a malicious prosecution, unless there has been an acquittal of the party charged. It is not sufficient that the prosecution was in good faith by an acquittal or by quashing the indictment by the court.

An acquittal is prima facie evidence of no probable cause. It rests the burden of proving that there was probable cause on the other party. In case of no acquittal it is incumbent on the party complaining to show that the prosecution was without cause.

The acquittal can be avoided in no other way than by a copy of the record of court.

If a charge be false, no indemnity may be Joint with truth; an instigation for a malicious prosecution requires entire damage must be given.
Injuries to the Person.

Injuries to the person are by thrust, by assault, by battery, or by mischief. 

T'lact, it is said, are no ground of action, unless they are such as would, if present in any man of common sense, and occasion some inconvenience to the person threatened. The principle on which any action in this case is maintained, is the inconvenience which the remotest means of injuring a man would afford a man of common sense.

2 Vent. 254. An assault, which on attempting to deal, is a good ground of action. An attempt to deal is without possibility of effect, is not an assault, in which defendant can maintain.

If an injury be the immediate effect of negligence, the remedy may be by an action of trespass civil with. But if the section be terminated before the injury happen, the injury not being by the action, such by its consequence springing on the part in the remedy. After such a
it is, to do of an injury done, then the intention was to do wrong, act, the that injury done be of a different nature & to a different person, from the injury & person intended. it also lies for an injury by an act, attended by any negligent fault of one, in the performance of the lawful business & taking common care, injure another, though done not lie for the injury.

It has been held that this being agreed they may perfectly do, & doing it one injure another, that party will not lie, both of the action agreed to be done is an undesigned one, this said an action may be maintained, if an injury in fact. This latter doctrine seems not to be according to principle.

Prevention is held not to justify you of fault of battery. In a prevention to be made, this for the purpose, 1st to mitigate the punishment, 2d to mitigate damages to a private person. Both of these principles taught not to prevent only money at all in all cases, nominal amount only as great benefit of the prevention.
An act done as a rule that nothing may be stated in the declaration to enhance damages.

The true rule appears to be, that no damage done by a person, which is itself a ground of action, may be put forth in the declaration; but that no other, which of itself entitles the party to see damages may be stated in the declaration to enhance damages.

If a man has an action upon assault and battery, the 2d pl. may deny the assault, or make the assault of itself a ground of damages, or that the assault in law is the actual mode of incurring the costs. To inquire who is proper to take açess.

Conviction of a public prosecution cannot be given in evidence in an action by the injured party for damages, unless the conviction was upon the offender's confession, or in which the defendant, in the sight of the jury for damages, shall not be allowed to contradict what he has own confess'd.

It is to be observed as a rule, that the plea upon the effect of the change of the party req'd in the declaration.
It has been attempted to maintain a second action for special damages, which were unknown at the time of bringing the first action of compensations not satisfied. No decision can be found in support of this.

A judgment obtained upon a contract with one of several joint several obligors cannot be satisfied in part by one of other obligors or promisors, till the judgment is satisfied, but one satisfied judgment against one of several obligors does, only be satisfied by another.

It has been adjudged by a Ct. in this State, that in case of a judgment against several promisors, satisfaction of one of them out of one, no right of contribution can arise in the other. No decision of facts to have been had in the light of this point.
Injuries to the Person

If the injury were the damage of a groined piece of property by the plaintiff, if no cross is moved, the defendant may urge at first but one & have judgment for the damages against him. If the defendant shall receive judgment for the damages against all, judgment will in effect be against all for the damages found against one. In the big transaction, a custom exists of giving damages beyond what are found by the jury, in cases of negligence amounting to manslaughter. No such usage is usual here.

In another time, when the Declaration is the defendant to have sued, if the defendant is not guilty, but of the plaintiff’s slander, or such damage as was done by their defect in not giving the time. If the declaration is mislaid, the plaintiff is bound to the time that was in his declaration.

By a St of this State no more than damages can be recovered in the St of law. Unless of the damages do not exceed twenty shillings.
18th Nov. 70

It has been a point much debated whether an officer is liable for having executed a warrant, which he suspected the person upon, the face of it was signed by proper authority, but which in fact was signed with such proper authority. The adjudications of the law generally that he is liable, the not uniformly so. In the circuit court of the United States it has been in one instance decided that the officer is not so liable.

In 6 it has been uniformly decided that an officer, executing a search warrant, that appears on the face of it by proper authority signed, cannot be made a trespasser, for the search was in fact made with authority. The established mode of pleading in the case of officers, very much favours this doctrine. It is a sufficient justification to officers that he can show a warrant in execution, he is not obliged to show a judgement.
False Imprisonment

If a process is issued by a court having a right to issue a process in that matter, there is no question that the officer cannot become a defendant in consequence of any irregularity in the process.

It is required by the 2d section of the 3d of 1827, that the name of the person, to whom this writ is directed, be in writing under the signature of the judge himself; if, in the case, the name can be filled by another person, this is not unknown to this person who filled his name, yet if he executed the process he would be liable for his error.

If a breach of the statute of limitations is recognizable by the court, it may take effect to exercise an authority, or in cases where it has no authority given it by law, it is liable as acting entirely without right, but as it occurs committed in the exercising of this power, within its jurisdiction, every one is protected.
26. Imprisonment

A person safe of one eighth, fully

1. Two or 3 0

mand in false imprisonment. It is on account
for the penalty for the breach of a treaty;
and in cases of contempt to imprisonment
after receiving a supersedeas, or any thing which
has the effect of a supersedeas, he is held
for false imprisonment. An arrest upon a
false imprisonment is false imprisonment.
The cap in the cap, both seem to be
contradicting to this doctrine. The case is may
be reconciled with our law, by confining
the manner of carrying into effect the same
matter in cap, of the manner of carrying it into
effect here. Then it is said to obtain a preclu-
sion before going to cap, in cap, the privileged
person goes to the Court, obtains this protection.
If the one who has a right to be privileged is
accused in going to cap, by obtaining a privi-
lege of time to have been the first in the cap
of the books, the cap will demurr to the
arrest, but the arrest is not a bishop.

Salt. 79

When 1 7
Parch 528
2 Thes. 374

1 Cor. 32 4 there is an act of false, warranty
ment. In sum, the arrests.
An action by one against another for adultery with his wife is on Jour. of an action to keep off a suit at common, but in full form on the case. By the decree in the King books the husband may maintain this action, tho he is far with severe contempt to the true subtraction; if however, the husband keeps his wife a common prostitute, it has been said that no action lies. If the adultery is done in her
Under no guise, which is the great issue in the law of many matters, is to be fixed no interest in the law of many matters. And in the marines of the chemistry, may be given to the same—nothing but that which may be seen to prove the charge. And in that of either of these matters is held specially, the plea may be denied; but the better seems to be that if a plea concurs to the case, if plea a motion should be made to the court that the plea

...
This action was originally best in another case than that good as had been from the use of this action of property. It is known in many cases, both before and after, as concurrent with the want when the taking is less, and there is an omission of the duty, though the taking is the destruction of the property. If the taking is by the taking is less, there is no wrong in conversation. The taking is right, but no wrong in conversation can be proved by the common поле and the action may not be lost. This is the only proper remedy.

Sec. 124

Par. 66

Sec. 65

Par. 174

May 840

Oct. 1323
A draft was received in 4th of May 1849, with the property in the hands of the vendor. The original mortgage was not signed on the title of the vendor. The action lies as well for a vendee for the property in the hands, as for the original mortgagee. This is, however, not the basis of the property as such money or bank debt had to support an accident.

There is not for a mortgage upon real property, notice of such a motion.

Such a mortgage is a burden and renders the title insecure. It is a proper action in a court of the vendor (defendant). It also lies against a devisee of the vendor if the property is worse in condition than he had a right to by thedevisee.

The property in question cannot be maintained against him.

The question is an issue in this case, the only question that can be made to the action. The question to be live with one or two exceptions.

In this case the mortgage may be specially pleaded as

Note: If an officer plans jointly with another for whom a warrant is no justification, he loses the benefit of it.
It has been a debateable point whether he can be in receipt of money. In suits of law which can be carried to judgment to a certainty, there is no question, but this action will the. This is in this case. But statutes have not been an exception. This, however, is not the only case.

In all cases where there can be a convenient, a recovery in one action is a bar to a recovery in any other.
A breach of attachment may be made in two cases: first, in two cases in this country wherein a bond is had or is to be sworn. Where the description of property, determined for rent or revenue. When taking the bond, the bond, i.e. bond, must be given to enable the property determined, a security which may be received by the defendant, if any thing. This is peculiar to this. But the ... of the State, and any property liable to attachment, as to theglyphicon of the ... relative to debts, issues for rent. A right of the claimant ground on continuance below the two parties concerning the right to discharge, or of attaching by the ... that which is taken, shall be entitled to such the party which property is taken from the party, if the party, for the sake of being deprived of the security for the party, at the same time the party taking it is secured in all the advantage which could ensue by leaving the property in the hands of the claimant. A breach in such continuance, action in this mode of taking the debtor, may be to retain a bond. This breach of attachment transfers the design of an attachment by the claimant of the security be given to enable the property attached. By the bond, the said one other event than that of the debtor, attach be before hand.
Difficulties have arisen in determining the amount to be collected from the bondman in cases where the property is attached for the debt. According to the judgment record, the bond being given to enforce the judgment, it seems reasonable that the obligations of the bondman should be limited to the extent of the property attached, but not beyond. The bondman's liability should extend to the full amount due to the creditor.

Debts are also a matter of contention. In the case of a bondman attached, the property is to be immediately seized upon and attached by another creditor. This depends on the contract made between the parties involved, as well as the nature of the security loaned. If the bondman relies on the property for his security, it would be unreasonable to deprive him of the security by attaching it to another immediately attached.
Cattle may be inflammatory damnum 请教
which is the rape in Eng. L. In this case the
object of the plaintiff is to recover the owner
of his cattle. It may or will be, if the jury
finds it rightful, of course without doubt.
Under this case the owner may claim that
his cattle were wrongfully taken a distance
of 10 or more leagues and recovered from
the person suspected, or if it be not claimed,
that the taking & impounding is unlawful,
or if upon the owner plea that they were
wrongfully taken, it is found against
plaintiff. Judgment is rendered for the dam-
num done by the cattle impounded. In this
as well as in other cases of impounding,
bonds must be given for the said damages.

Some cattle are called 
commandables.
Thus not. The former kind may not be in-
impounded, unless that blank be legal & good
from. Such cattle may be impounded, if
suffered to go at large.
of Actions on the Case.

This action lies generally in all cases of injury for which there is no other remedy. For that it lies in such cases as an action without remedy. It lies for indirect injury, as proceeding from an act under a statute as in equity in which fraud is no

When 777, The action lies to a sufficient amount to do a justice for a breach of trust.

...
This action may be brought by the person on
whom the act was a by the officer.

An officer may return a report unless
more specified, but this is not a return
a final report. By the law there,

Laws of a return by an officer is conclu-
sive of not transferrable as in other
Mandamus

This writ is issued out of any of general jurisdiction. It is in virtue of an order to require the ministerial officer or corporation to do that which it is their duty to do. To allow those who have been unjustly deprived of their offices, or those who have been unjustly deprived of their employments to their knowledge—also to allow to officers a knowledge that it is an entitled to them.

The mode of proceeding is for the complainant to file his bill of complaint before some that can adjudge. And upon a writ to the sheriff of the county where the defendant corporation is, the duty of such sheriff to issue to the sheriff a warrant against whom the complaint is made a mandamus in the alternative, to perform the thing required in their order, either by performing it or by making return in a contempt of the laws. If the party of filing will have an order or attachment issuing against him in contempt and he comply, then be on such order made which the complainant
hands insufficient to carry them to it, if the process be deemed insufficient. It will issue a supplementary mandate to do the thing required by the complainant, to be delivered on attachment with such be a contempt, as before. If the order made contains sufficient such the order is not transferable. If these can be no further proceeding. If the complainant's fault, thus may be an action on the case for a false compur. He is found that the order made be false a exemplary mandamus will issue.

The Act of 1790 enacted several regulations relative to a mandamus, but that part of it which is of importance in this state, remains unchanged since.

This clause the 30th of June, 1830, on the being reasonable, is not because it is an

A mandamus is never used to restrain proceedings, but always requires something to be done.
Relias Corpus

In all cases of an alleged restraint of the liberty of a person being brought into a house, whether in wife by a husband, or child by a parent, or servant by his master, or in the person by another, this writ may be laid to restore the person confined to his liberty. This writ may be so often to be laid by any one who is imprisoned of the ear of a defendant in execution or in being publicly charged, where as has sometimes happened, the right of the writ has been suspended, for a time. This writ is to find the informations commanding him to seize the body of the person imprisoned before the expiration of the imprisonment, and the ear of a county. And the imprisonment legal, the prisoner is required, at the court of committing it for a bailable offense or for a non-bailable offense, to the court of committing it, so to have been without cause the prisoner is not at liberty.

3 Acb. 54
Prohibition

A writ of prohibition will be granted on the application of any person, who shall be a party to the proceedings to which the prohibition is to be directed to bring a process before them to satisfy the said bill in such a manner as shall be deemed enabling them to do so.

Prohibition

The multiplicity of inferior courts in England under the writ of prohibition, a remedy of much abuse, but not at all unknown. To say it is founded by all the law of common prudence, is to say it is not founded by the law of the land. To explain an inferior act from proceeding in a manner of which they have not a competent jurisdiction, the manner of proceeding in obtaining and enforcing a writ of prohibition is for the inferior to present to the superior, to which he makes application, in a prohibition, a copy of the process, with which he is charged, stating that the copy is a true one, suggesting to the superior that he be in competent to hear the question of the matter. The superior, on the view of the copy, adhere to the inferior or has not jurisdiction or prohibition issues to the inferior to use the powers vested in it to stay proceedings in the cause. To prevent the latter end is a contempt. Such a proceeding by the inferior court issues to the inferior to use the powers vested in it to stay proceedings in the cause. A proceeding by the inferior court issues to the inferior to use the powers vested in it to stay proceedings in the cause.
A Prohibition will be granted while any of the proceedings of the Judge are under examination to be carried into effect, if the judgment has been remitted to the State. If execution has been remitted to prevent levy of it.
The Judicial Acts of this State are:
- the Acts of Justices of the Peace
- Acts of Common Pleas in County
- Acts of the General Court. In the powers of jurisdiction, these Acts respectively. In the several States regulating them.

In a suit at law, the party of the first is a summons for attachment. The other of them may be had of the direction of him who instituted the suit. The party is a record notice to the judge when the demand is made. The demand of the Act in which the debt is to be paid, of the time and place of the suit of the Act, the letter is for the additional purpose of providing property to repaid the judgment or if property is not to be paid, to arrest the body of the debtor. When the debt is accepted, on many grounds, it is the duty of the officer to arrest the person to bail, sufficient bail being offered. The decision of bail is wholly regulated by law, but the power made an offence of the common law.
A flat bow is not supplied by a man out
some of the party held at the day, it is
sufficient, if he be surrendered to the officer during
the day of the execution, or rather of the
surrender or return before a notice wants
is returned, which may be before the court;
our cognizance.

If the bondman remain of the
body or at his discharge, is to prevent the in
suffering the debtor till the time of trial, he is
again committed to special bail. The forfeiting
of the bond is also in this case, if the body
is given up to the officer or taken by him before
a new or new inventory is returned on the execution.
The principle which governs in the construc
tion of bail bonds is, that of the Duff, does
no advantage, of which he might have made
himself by having the body retained at the
day, as literally specified in the bond, he has
no cause of complaint, if then he can have
no reason to claim a perdition of the bail bond.

An officer, having care to the body,
becomes liable to the Duff of the facts to show through
before the day, if for his greater bail bonds are
taken. Each bond in case of a perdition, to
save a multiplicity of actions, is payable by the
Any action on a bail bond is barred by the statute of limitations ten years. A minor means a person under the age of twenty-one.

The bond to pay costs of the action is not sufficient if the defendant is not an inhabitant of the State, or if the bond is not of sufficient value to pay costs, and the required. In all cases the Court may require that bonds be given to assure costs of the defendant in his action. But there is no liability on the bond, which is given for an inhabitant of the State, till a new court order is returned unto fidelity of the principal.
Collats in Ion.

A deed of trust operates as a surety, when this event is stated out a bond, with which ought to be taken to repair all damage, which the

draft or this may sustain. All damages means every loss sustained in conjunction of the letting

out of the curte.
Variance in the obligation

declared upon, is to be a

made in the oath

of abatement. Departure from the legal

right of proof, want of signing by proper

authority, payment of duty not certified

on the bond, or a neglect to take bond,

then bonds are required, but the same

after.
An order may be had a copy
of the real estate, description of the
real estate attached, or of real estate
attached, at the barn clerk's office, when
the estate lies, does not relate the suit.

It is a point which remains
to be decided, whether a malicious attach-
ment of property with a design solely to
inhibit the suit.
For a writ in false of statement that the plea must show the def. has not may amended nor. This also does not extend to things within the knowledge of the def. not omitted by his negligence. 

Practicability of pleading is not allowed by the law. Nor can any rule of pleading in law may be pleaded at the same time.

Matters which are necessary above to warrant, not pleaded in statement on no such offense, but if pleaded concurrently the off, they are causes of error in the judgement.

By the principles of the common law, amendment may be made in a plea or, which amendment does not correspond with facts, but if in the plea, this to such an extent as to make the cause in fact may be correct the real fact stated. It is not to be understood that
That the Act which enables the House of Commons to give a right to make necessary additions to his declaration, or supply any deficiencies of matter in it by making any new declaration.

It is now settled by our Act, that it has been a matter disputed, that if after amendment the party considering how judgment he shall have no costs which accrued previous to the amendment except for the suit against the other person. If after amendment the suit still remain other causes for expending they may be followed.

If a plea in abatement be a matter of fact, or by a gross error the fact, if a pleading against him, who pleaded, judgment in which is without error, upon the plea complain, that he knew all the grounds of defense. The defendant has not obtained this State, it may be the case in the Act.
Demurrer.

In the cases of pleading,

It is to be observed that a demurrer

In the subject matter of the

Declaration affords no

right of action, or if, nevertheless, the

subject matter of the Declaration may be

sufficient, some essential allegation omitted.

And, there may be a general Demurrer to

the Declaration. When the substance of the

Declaration is a good case of action, and...
necessary allegations on the made, if no particular allegation be not a statement of facts, but an inference drawn from facts by the law, it is a case of a special discovery; it being the Governor of the 1st term, he also proceeds from facts, which left to the party to judge of the legibility of his own acts.

It is a rule in pleading, that the party
who goes in nimly refers a written instru-
ment, must refer the instrument in
the words of it, or according to what he
thinks is the legal operative of it. If the
instrument is acted constructively of
the construction given to it, or the ob-
struction of the other party, the judge con-
struction, then, it may be pleaded in a
statement on a return out to be made
for the purpose of trying the case on
the merits, being open of the instrument
entirely by writing it in the words of
it, making a

of the declaration
of a plea of the party growing in itself
therein, he may demand to the whole.

If a declaration contain distinct
matters, some of which are that by the law
indefinable, he may demand to the same, the
other parts of the plea upon the rest. He
may, made it to leave to the substantial par-
ents of demand to the rest.
When the declaration is good both as to fact & form, it remains for the party to make a demand, either by denying that the matter stated in the declaration is true, or by choosing some section by which there shall be no recovery. In the former case, the term issue is to be pleaded; in the latter, the special matter to be shown, or taking away the full weight of action, is the matter subject to a plea in bar. But by the practice of the Eng. Act, by 21 & 22, the special matter may be given in evidence under the term issue, excepting the preliminary relief or other acts of the party by which the issue is dispelled or acquitted of the demand.

If there are several allegations of one only in which the case depends, it is usual rather to take one of them out of the consideration of this point of law. It has the attention of the jury, and is the more point of importance, and a breach of a point admits all others with it. A large class of lawsuits introducing a consideration of other matters
not required. A petition, for a summary of the facts and an order as to the relief, was moved and granted, and the case was continued for the purpose of the plaintiff for a new trial.

It is a rule, that there cannot be a transfer of a cause. So, if there were the following exceptions:

1. To a good faith claim for a transfer, without consideration for a declaration, such as a transfer of an immaterial fact, the defendant party to the act or declaration, to the facts of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding. To a good faith claim for a transfer, without consideration for a declaration, such as a transfer of an immaterial fact, the defendant party to the act or declaration, to the facts of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding. To a good faith claim for a transfer, without consideration for a declaration, such as a transfer of an immaterial fact, the defendant party to the act or declaration, to the facts of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding, or of the immaterial proceeding.
Before the seven months of reform already mentioned, the Act may not be

fractually stated in the Declaration, splendidly stated, which sets off the whole right of recovery, the truth of the allegations in the declaration not subsisting. Such another as the Act, a right of recovery, admitting the declaration to be true, not a proper subject of plea in bar; then it is not at all necessary necessarily, that the thing is pleaded in bar, it being in many cases, admissible to
give it on evidence in the general

of plea in bar must support
the whole declaration, it cannot be made complete by any new allegation.

A plea must be both a single
plea. New than one ground of defence
or duplicity of plea. If there be two pleas, it is still duplicity, the one is impugned.
A Chanry concludes to the 28th with an event of the insufficiency of the Whig declaration of the judgment. In such a town to conclude to the country, but the adverse party is in the event of the town. The late rule of the Eng is to conclude to adverse to the country. The adverse party is in the event of the town, in the country to conclude to the country mentioning it to be by agreement of the parties.

Where a claim in Boston not matter or must not conclude to the country, but an opportunity must be given to the adverse party to contest it.
If an error is committed on point on an immortal point, a reflection may be had. But if it appears in the record that the plea is without merit, no reflection will be proper.

This is all by Mr. B. on this subject in the cause of Julian. I shall be left to judge from other volumes from this book.
Of Avoiding Judgement.

The law of this state will avoid judgement for
no cause which do not appear on the record in
evidence or, in some instances, until for a
while the record is not furnished. If the declara-
tion be insufficient is not aided by a verdict, a
judgement will not be entered for such insufficiency.
If the parties assist on an immaterial point the
same consequences follow; a refusal to join or
a bad plea. No plea.

If the evidence given does not support
such fact as the declaration, or represents
false to a recovery, the evidence may at a
stare or writing or demanded to. It is a rule of the
law of this state the party must join in demand to
such evidence, not not joined.

A bill of exceptions may be filed to
any inferior court's judgment of such. In this bill
must be filed all the facts of the question of
the opinion of the court. If this statement of facts
one, it is the duty of the presiding judge to satisfy
this bill or make a blank of the record.
A writ of error is a commission to a judge to examine the judgment of another judge and determine whether such judgment is according to law.

All of these give different judgments to the court, unless the judge of error, the difference is made by a consideration of the proper object of the case, whether the one by a discussion of the original action. In this one case, the object of the judge of error is to obtain a correct decision by the judge who is complained of, not according to law, if the decision of the court is not according to law, if the decision of the court is such as to affirm or reverse the judgment of the former judgment of the court. If the former judgment is affirmed, another judgment is rendered for all the acts antedate by a consideration of the delay occasioned by the writ of error. The judgment is reversed, a new judgment is rendered upon the facts, in the court which the judge is to have reversed. In the former case, the court which is reversed is appealed to, if the court below is reversed.
As if the judgment is affirmed, no judgment is necessary, but if the judgment is reversed, the O.P. may enter his cause in the O.C. (of the court of judgements of the Colonies), in the same manner as the parties go to trial, for the same reasons as the cause had come up on appeal.

If there is back in the Supreme Court of Errors on a judgment of the O.C. of the judgment is reversed, the O.P. may in such a case, for trial, as he may in cases of judgments of the O.C. of the Colonies entered in his favor by that Court, because there is no jury in the Supreme Court to try the causes. A cause in that circuit, Stare Decisis is rendered in to the Supreme Court for a new trial.

If execution has been taken out on a judgment rendered in the O.C. of the colony, if there is on the property of the O.P. in the cause of judgment in the O.C. of the colony, that the complainant gives judgment for the property taken on execution as well as a judgment for the costs which he ought to have recovered in the O.C. below.
It is a rule of the law that if a judgment cannot, or shall not, be reviewed, it will be adopted as to all the offenses charged, and the judgment of the Court shall be given as a judgment in violation of its part.

It is usual that if there is a violation of any material matter then there might have been a good defense. It cannot be found in favor of the party unless it is clear and manifest. Judgment may be arrested. But a court statement of material allegations in any plea, replication, etc., which is good in substance, but not in form, which are parts of a special demurrer are voided by a verdict, if excepted, no grounds of error. The verdict being vacated but the verdict is fixed. If the sufficiency of the proof, substantially, the proof formally stated or properly stated, if the proof is true to the guilty variety is given no ground to prove that such facts are found, the information is voided by the verdict of judgment will be arrested.
If before a suit of distraint or execution is
taken in the present, &c., &c., no estate a wrongful of the judgment taken away the title
acquired by the execution, until the defendant
from him shall pay it by the execution in this
case the judgment shall be good in his life
sustain.

A suit of even bonds being given is a
application to all proceeding of the judgment.
Bonds are, in this case, to recover or damage
which may exist at commencement of the suit of
even, I can should be taken that they be suf-
ficient to embrace all damage which may
be incurred. This suit must be signed before
of the judge of the act on which the error:
to be tried, if any questions whether such
guide is not liable to party in of other
in different bonds. There is a strong act, on
the liability, but there is no dispute
Determine it.
It has been said that no mistake of fact is a

ground for a suit of error. It is true, that the
finding of a jury cannot be questioned, if no

err of fact ever lie, for the reason that the find-
ing of the jury agrees with fact, but cer-
tain facts, without proof of the court with-
in their knowledge at the time of the judg-
ment, of which there may be instances, are

causes of error. As it appears in every suit,

an infant did not appear by guardian, or if

there be a judgment by default after one

who had not been within the state since the

service of the writ, or which of the suf-

frage, that there be a continuance. Parties

of error may be tried in the same suit in which

the original judgment was tried, but in

in fact, no law cannot be assigned in

the same suit.
New Trial

1. If the cause of the new trial is the fault of the party acting under new trial, payment of costs is required before such new trial will be granted, but if it is the fault of the court giving order for a new trial, payment of costs is required or not at the discretion of the court.

There is a great variety of cases for which a new trial may be granted, many of which in this state, the causes for which a new trial is given.

A new trial will be granted if any misconduct of the jury, or for any misdirection of the jury by the court, or the court cannot sit, or new evidence is shown.

The admission or exclusion of testimony which might not have been admitted under the laws of the state may be, or a verdict founded upon the testimony exhibited, or upon ground of granting a new trial. Granting a new trial in this latter case is an uncommon occurrence when the prisoner of the party

Verdict with great caution, if the cause be only of manifest error by the jury, and in such case no new trial will be granted for certainty in the verdict of the jury.

In such case, the jury is not bound to grant a new trial for this cause. A new trial because the verdict found is contrary to law, is not to be granted in any case unless two or more answers are given in this state. It is, however, not typically
New Trial

enlisted to allow new trials for this case. In a trivial matter, a new trial cannot be allowed for contrary in the words both to take heed. This is a plain to make actions only more ground on trusts. Small damage may be a ground for a new trial. In some cases, there is no instance of a new trial on the ground of new damages. Where the damage was slight, a ground for a new trial. Whether neglect of counsel is a sufficient cause for a new trial is questioned. It seems that a new trial must be granted in the counsel mistake the defense of make a bad one when a good one might have been made. But for actual negligence & blamable misconduct, no allowance for parties of ignorance, or for any fault of counsel or counsel, a new trial can not be obtained; so is the current of authorities.
The Mercantile Law regulates the transactions of merchants, differing in many respects from the civil law. It was originally confounded with custom. This idea is now done away. The mercantile law, in fact, is the common law of the species of transactions, as it is not, like a custom, required to be known specially founded, nor more than the gent com law; but being allowed to receive judicial evidences, that is the gent com law. Thus, indeed, mercantile customs which are local speculations to the laws of merchants, give to the same, that sanction, as to the civil law.

A contract without consideration, is void at com law, but by the mercantile law, if one actually interacts in bond to perform, notwithstanding the undertaking is without consideration. The meaning of the civil law, or indeed what rule nor other is not applicable to the law merchants.

Merc, in the least sense of jurisprudence, is free from mercantile transactions, but fixed or inferring law not the effect of com law.
The law of the merchant, relative to the effect of a deficiency from
proviso of one of several goods delivered in
different. By the terms of the contract, one sum to be paid, and
all and any penalty, or in his own name maintenance
action to recover it.
Law-Merchant

A man quitting can by the contract im

pley or legal obligations on the receiver.

But the law of merchants requires a contract

when a gratuity, intended with, in which the

receiver is in honor bound to accept. A

gratuity, however, which binds not in honor,

acquires no contract.

if a merchant new to goods

do another, to which he has not received

money, he may in discovering the

merchandise, pay for payment, return them, with

them in time sale, that is, before they come into

the possession of the vendor. Thus the contract

does not extinguish.

It has been already observed

that fraud in the contract totally

destroyed the mercantile transaction. and

it is ours to be considered what amounts to

treacher fraud.
Law of Merchant

Any understanding or agreement, which gives a false appearance, which can at all operate to dupe the party undertaking to be undertaken, is insufficient to destroy the efficacy of the transaction. Suspension of the truth, or a false suggestion has the same effect. But a man's own opinion or the opinion of others relative to the event which may affect the transaction has not obliged to déféata. Not facts, the knowledge of which would, in any degree influence the party undertaking may be considered.

It is a rule of the common law that such testimony is not to be admitted to establish written testimony - to narrow, extend or vary it, or any written instrument. In dereliction of matter of any sort, the law has often deviated from this rule.
Bills of Exchange

Bills of exchange are orders drawn by one person on another to pay the sum specified to a third person in hand or in bank. They are transferable on proof of being negotiated. Such a bill may be payable to a third person on a drawer or to a drawee on the order of the payee. This endorsement by the drawer of his name upon the back of the bill is sufficient authority for the drawee, the payee to whom the bill is made, to pay the contents to the indorser or bearer. It is to be remarked that a blank endorsement may at any time be filled up with a direction to pay the contents of the bill from person whose name is inserted. A negotiable bill payable to bearer on endorsement is not required, but the bearer after acceptance of the bill, may demand payment of commissaries and in his own name, if acceptor refuses.

Bills of exchange are made payable to bearer in a specified sum or a specified time after sight, from date or on a day. Sight is a term of time of different length in different countries.
which is by the usage of Merchants, about for the transport of a bill after sight. These
bills, called sight bills, after the time
in which at which a mercantile bill or, in all countries, which is for the payment of
which such bills are made payable on
sight which are to be assigned immediately
by the third day of grace, shall run
may not exceed the time merchant in any
be made on the day preceding. But the
sum due of payment shall, on making it,
might be made the monday ensuing.

A thing to be performed in no more
many months from a given time as can two
means in such means to be, shall be
in so many lunar months, but in more
variable means, viz. 355 in other countries
a month means a calendar month.

from the date the bond dated

May 28th
A. 1829

from the date to include the day of the date, from
the day of the date to exclude the day of the
date. By the two methods, from the date
& from the day of the date are taken to
mean the same thing & always include a
day on which the instrument is dated.
Notes on the Book of Bills of Exchange:

1. Bills of Exchange are divided into two kinds: inland and foreign. The distinction is one of money only in the sense that they are payable in the same country or in a foreign country. In the latter case, the money is made payable in a foreign country.

2. Promissory notes are not negotiable by the same rule, but a promissory note to one of his order is within the description of a promissory note. A note of the same kind, signed as such, and payable in the same currency, is also a note.

3. Any person capable of treating may make a bill of exchange. A bill of exchange is a written order or promise to pay a certain sum of money to a specified person, or to his order, at a future time.

4. A bill of exchange is a negotiable instrument. It is a written contract between two parties to transfer money from one to another. It is a promise to pay a certain sum of money at a future time.

5. A bill of exchange is a document that transfers the ownership of money from one person to another. It is a written promise to pay a certain sum of money at a future time.

6. A bill of exchange is a negotiable instrument. It is a written contract between two parties to transfer money from one to another. It is a promise to pay a certain sum of money at a future time.

7. A bill of exchange is a document that transfers the ownership of money from one person to another. It is a written promise to pay a certain sum of money at a future time.

8. A bill of exchange is a negotiable instrument. It is a written contract between two parties to transfer money from one to another. It is a promise to pay a certain sum of money at a future time.

9. A bill of exchange is a document that transfers the ownership of money from one person to another. It is a written promise to pay a certain sum of money at a future time.

10. A bill of exchange is a negotiable instrument. It is a written contract between two parties to transfer money from one to another. It is a promise to pay a certain sum of money at a future time.
Bank Bills are to nearly all, if not to all appearances, money. If a bank bill be lost or stolen, no action can be had for it in the hands of a bona fide, ignorant, for a valuable consideration. The bill being in such circumstances of currency, not liable, equitable from money. Whether these bills are lawful tenders has been so far decided, and the law is long since approved of law. The idea that they are a tender, as consideration, for the idea that they are money in the practice of allowing them to be used in valuable consideration for an commodity, when the bill is paid over all commodities, the consideration of which is not money.

Bankers Notes are a kind of circulating medium distinct from bank bills. The issue of these notes, may or may the banker keep, look to them of whom he received it, for payment.
Bills of Exchange

The holder, however, is obliged to present the note to a banker within a reasonable time, or if the banker does not take the note, to sue the debtor himself. No exact length of time is given, in which a banker's note must be presented, to suit the holder from loss on failure of the drawer; the circumstantial hold on the party to opportunity to collect the banker varying the period which might be adjudged safe. The time in the case in the margin.

Both of us may be declared as official.

To Both after their several respective qualifications-

1. They must be for Money
2. They must depend on the personal credit of the drawer, and not on the credit of any particular fund, except the drawer has a may leave in his hand. A Bill to pay out of any particular fund is no Bill of exchange, because of the uncertainty of such a fund, or being in fact made on one of which payment may depend.

2. May, 1861
3. Feb. 28th

10th Dec. 1813

2. Feb. 28th
Bills of Exchange

Common terms in connection are

8s 6d. The law has mentioned of a fund for
the purchase of indemnity the deceased in
which he is to be reimbursed from if the same
being intended to hang the bill at all events,
I am not with the bill.

This doctrine cannot be negatived
knowing the time. The action good
will not be paid out of a specific fund.

The distinction between promissory note &
3. A third requisites to a Bill of Ex-
May 1563
4. The contingent may be paid
May 1662. 1870
2. Vin, 6. 301
Scri 1561

Bill of Ex-

is, that it must depend on no condition.
the contingency may have happened.
In general, it is known to have happened, it is
still all. And is a note in the alternative,

as to hang an two of the documents.
Bills of Exchange

It is a technical word, to make a bill of exchange or for its acceptance. Anything written by the drawer on the bill, which does not imply a refusal to accept, is an acceptance. Any acceptance, saying "I have your bill in my hands, and will accept it", is, considered a good acceptance. A request by the drawer to another person to buy the bill is an acceptance; it is immaterial that it be signed to the bill, to the drawer. It must, or to be read out of any other particular found.

"To pay according to the terms of the bill" is the usual mode of acceptance. If, however, the drawer will not accept according to the terms of the bill, he may make a special acceptance, or he may accept to pay on another day, or on a certain date. A signature that states in the bill, "for a special consideration" may be made to apply when a certain contingency, for instance, of an acceptance, is made in another manner. Then that which is stated by the bill, the acceptor is bound according to the intent of the acceptance; if his acceptance is conditional, he pays in a certain contingency, of the contingency he is bound.
Bills of Exchange

Very often, in a bill of exchange, the

endorsement of the bill of exchange is

of the utmost importance. It becomes

liable to very self-protective

agents of the bill, and the

drawn is liable to the

negotiation of the bill.

If the

balance of the

claim against the

drawer to an

amount of such

sum, the

drawer on

the

blank is

fitted.

The

negotiation of a bill, without

endorsement, is liable to the

drawer to the

negotiation of such

drawn

sum by the

merchants,

sum for the

sum, and in an action for

the

claim.

A blank endorsement may

be made in any

manner in the

blank space, but it may be

made

withstanding the

endorsement of the

bill, or

the

drawer to the

claim.

A blank endorsement may

be made in any

manner in the

blank space, but it may be

made

withstanding the

endorsement of the

bill, or

the

drawer to the

claim.
The negotiability of a Bill is, in the happening of certain events, as the completion of the payee or endorser with certain requisites which, on the happening of those events, it is incumbent upon the holder to complete with, to even himself from rep Mitigation to claim the holder to the contents of the Bill. As if to add all damages, which may have accrued, which cannot be remedied by reason of the non-acceptance or non-enforcement of the Bill by the drawer. The drawer is liable to every endorser and endorser to every endorser, subsequent to himself. The ground of the drawer's liability is an implied contract between them of the payee, that the drawer shall accept...
A Bill payable on sight must be presented to a responsible transferee in the drawer, or before payment, in order of refusal must be given to the drawer. If the note is not payable, it must not be honored. If presented for payment, the drawer is, with respect to all consequential losses subsequent to his death, the same as the drawer.

A judgment against the drawer is, in equity, a discharge of one claimant; where it is held, that the judgment is satisfied. The body of one, where a creditor is discharged of another from his liability, if the one creditor is imprisoned, is discharged from justice. As for personal discharge from a debt, it is personally discharge from his debt, but it is said that his goods may be taken after his death.
A Bill payable on sight must be paid within a reasonable time. That time shall be deemed a reasonable time in itself unless the mind, depending entirely upon the circumstances of each particular case. When the day of a bill becoming due or at it is reasonable that it is presented for acceptance sooner before it is due. But if the maker presents a receipt, it is immediately accepted, and the maker of the deprecating of the bill must be given.

Notice to the drawer only does not enable the holder to charge on endorser. By the general laws, the maker must be given to all the endorses, every time a second, or one and a noble, by the endorsement, the maker to one and a noble subject to the same, and the same of all other endorsers.

A Bill may be protested notwithstanding a quantity or conditional acceptance or no acceptance to pay after a longer time, or may accept, not according to the terms of the bill.
A Bill must be presented for payment on the last of the three days of grace on the demand. If the last of these days falls on Sunday, or some great holiday, it may be presented on the second day; if it be not paid, it must be protested on that day. The protest is to alter these days of grace on negotiable notes, whether when due or demand is doubted.

A Bill must be protested within the usual hours of doing business.

It is the duty of the immediate 너 to the drawer, if he can find no actual personal or legal reason why he must pay, to send them to the endorser or indorser of any.

The decree of both parties in a foreign bill of exchange is held without protest, by the court, upon the principles of the same law, both litigants must be protested to subject the decree to damages. Any protest in the hands of the party giving notice of the dishonor of the bill, entirely exonerates all parties. As might have been made before by due diligence on the holder. A mere knowledge
Bill of Exchange

That the duty of the holder is insufficient; the
motion must come from the payer, and
with information that he shall look to the
drawee for payment. The holder is chargeable
with neglect by the last degree of competency
relating to the giving of notice. If the parties
are in the same town, notice should begin
on the same day of the drawee, unless, notice
must be sent the next post.

Dated 1819.

1. Jan. 1st.

The same presumption shall
be made that the drawee has property of the drawee
in hand, which is the reason why the holder
must give immediate notice, that the drawee
may take means to recover his property. This
reason for notice, should, prima facie, of
the drawee is in the hands in possession of
the drawee, (to prove this testimony is admissible)
the drawee is held not withstanding,
no notice has been given. Moreover, this
was a case of damage, arising from want
of notice, when no effects of the drawee
in the hands of the drawee, the drawee is
liable to respond such damage.
His note that relate to the drawer is unnecessary, to change him to the value of the Bill, if the drawer has not effects on his hands, unless not be indorsed, to whom notice is required for altogether another reason, than that for which notice the drawer is required.

The legal mode of protecting a drawer is by notifying the drawer, or by presenting the Bill to a Notary Public, or in default of such officer, by sworn substantial inhabitants of the place, who, having taken the Bill on the presentation of two credible witnesses, of the present or by the inhabitants of the place where the drawer may be, demand of acceptance, or present a copy may be; if under a copy of the Bill another instrument, which should, must be transmitted to the drawer by order for chance, the endorse. With a protest for non-payment, the Bill itself must be sent off. If the drawer is not to be found, or has absconded, the Bill is to be protested in the same manner. If the acceptance is not according to the terms of the Bill, or of seaport is only in part.

If the acceptor be an heiress, it contains it is incumbent on the holder of the Bill to protest it for better security, with notice, or to give an in effect, acceptance, upon payment.
Bills of Exchange

The holder of a Bill may, at the same time, give notice to the account both to the drawer and acceptor; but satisfaction of the judgment on one, discharges the demand against the other.

Bar 161

Interest is to be reckoned on a bill drawn to the order of a vendee, but not on a separate contract for the interest alone will be recovered by the vendee.

The damages to be recovered against the drawer or vendee are the real damages sustained. The uncertainty of the damages and the difficulty of ascertaining them have caused damages of recovery to be established between one country and another, or between this country and France, Spain, Hamburg, etc.

It must be considered whether the bill was or is payable to the order of an acceptor, or whether the payee has a right to recover damages by the law merchant against the drawer.

If the bill is payable to the order of the drawer, the drawer is entitled to receive the amount of the sum stated on the face of the bill, and the drawer accepts it as payable to the price at which the drawer's goods are sold, to the amount of the sum stated on the face of the bill, but the drawer cannot enforce the bill on the order of such the payee, unless it has been endorsed on the bill by the drawer in blank.
Bills of Exchange

If the drawer is on the other c[p]ty, willing to accept Notice in the mode of the instrument (as herein mentioned) he may accept in amount of same Indorse on the back of, by such acceptance of said Indorse, all prior Indorses & the drawer become liable to the acceptor.

Yet, the acceptance without the above cases is for the honor of the drawer of the instrument of course a protest must terminate the note given.

In case of no acceptance no mor consignment, by the drawer, any other person may accept for the honor of the drawer. By such acceptance for the honor of the drawer, the drawer becomes responsible to the acceptor, but no acceptor for honor is no claim on the Indorse Indorser. Therefore, however, in case of no Indorse Indorser, however, in case of no acceptance no mor consignment, by the drawer, any other person may accept for the honor of the drawer. But the acceptor for the honor of the drawer, in any Indorse, in order to charge the drawer & must enter a protest if given, the same manner as must have been done by the holder for prior Indorses by the drawer, a mor other person for the honor of the drawer.
Bills of Exchange.

Acceptance is prima facie evidence of assent in the acceptor's hand. In an action, therefore, by the drawer against the acceptor, for damages for non-performance (to which the acceptor is liable, if there are offsets on the face of the paper) it is incumbent on the drawer to rebut the presumption of the law of their want of assent.

After an unconditional stipulation to a drawer a model for substitution of a bill which the acceptor did not himself, the holder, may long, has not used the acceptor, without notifying him of the substitution of the order to the drawn party.

The proper declaration in an action for breach of warranty that the acceptor is not longer liable to the acceptor for non-performance is complete, as far as the acceptor can claim, by the holder. But no such act of the holder (without a profit) invalidates the substitution, unless there is an intention of the holder truly, through the acceptor, as actually, to discharge

[Page 187]
An acceptance cannot confirm itself by a recitation of its acceptance. In some states of Italy a usage obtains of allowing an acceptor and having effects in his hands to revoke his acceptance and if it be payment or finding that the decret is sufficient.

If one accepts a bill upon condition that objects come to his hands sufficient to come to his terms of me again into his own by the holder of the bill the acceptor must hold.

A receipt of a letter of a bill is not detrimental to the decree of someone given that the bill is not duly

It has been questioned whether the holder must first respect the decree, because the bill can come after the decree. It is now under law that the holder may at his please return to a drawn a, endorse.

An action on action in such a case when the parties or merchants deal in all cases is done in a variety of contract between the parties.
Bills of Exchange

In declaring when the custom of merchants
the ancient mode was to declare a bill
large, the actual end of it to be receiv.
that the custom generally, in the declara-
the custom of merchants, clued a bill
directed to B, payable to C of honor to B
that C substituted the bill for acceptance
that C is to be as good as the bill as acc."acce.
for men acceptance at the time
of making the bill the object
of state. Of acceptance of both things,
must be so stated.

If the endorser being with
the drawee or indorser or amount to
endorsement to himself. In such cases
and intermediate endorsement between himself,
f the honor a part of the same of every
and such endorsements as with inter-
mediate endorsements to make him all
the intermediate indorse of the first pay-
list of these are special endorsements in
endorsement, they must be held to direct his
right to claim endorsement.

The acceptor, having paid the
bill, must having effects from his endor-
posed the drawee in no action by the custom
of merchants, or be in action in any one
for money paid. Therefore, what title
in the name of such action in this way.
Bills of Exchange

Bills of exchange are made payable to a fictitious person. They are bills of exchange on a bill payable to bearer. Where being the operation of law, they must be declared upon as bills payable to bearer.

It was formerly an opinion, that an action might be brought on a note made by several persons purporting to have been made by one of them signed by one only, and not maintainable. It is now settled, that a bill can be maintained against one alone of several makers, if not given to the maker, and not received in exchange of the debt, being signed by one only, and at the time deposed as such.

In several decisions on mercantile transactions, it has been adjudged, that if the facts, which make the negotiability of the note, be not in the declaration, there is no remedy of stating a promissory note by the merchant, and a promissory note by one of them, the note not being paid at the time of such payment, a promissory note is not required at common law.

A Bill which was intended for a Bill of exchange, but which back some of the quality required, is a Bill of exchange, as well as such at common law.
The acceptor of a bill may commence at the same time a suit against the acceptor, but it is very usual. Having obtained judgment, he may take out execution against him, but he may take only one satisfaction. If after he has obtained satisfaction of one, he proceeds to take out execution upon another for more than his costs of suit, it is a contempt. As after a landor of the principal costs by one, if the costs on all the actions, the court will order that no execution be taken out, if of the whole sum to take out execution this is a contempt.

In case of the bank, or any of the acceptor, drawer, &c.; the holder may provide in each commission for what shall be due at the time of making such proof, but his dividend under the several commissions must not amount to more than twenty shillings in the pound.

The acceptor of a bill may not question the drawer's hand. But in case there has not been an actual acceptance, subsequent to the drawer's, in case of a promise only to accept the bill the hand of the drawer may be defended by the acceptor.
In an action by an indorser, the indorser may contest the hand of the first indorse, showing that the indorsement was on the bill when accepted, does not require the necessity of proving the same.

The indorse in any action against the drawer must prove the hand of the drawer. Had the hand of the indorser been forged, the present place of his new digression, in presenting the blood of the indorse of the monument form fragment.

In an action by an indorser against the drawer, it is not necessary to prove the drawer's hand.

One indorser leaving meat to the hands a second's bill, may require the indorser to bring to the drawer an acceptor or all of them. The receipt of payment of the money for acceptance to indorse to one of such payment, must be prev.

One liability successively, to which he is immediately subject, is the non-payment or acceptance of the bill. In the precedent of the case, you have given a right of action against his immediate indorser, a right from whom he purchased the bill.
Bills of Exchange

The drawer can have no action against the acceptor, till he has actually paid the bill to the holder, after which the acceptor becomes liable to the drawer for the value of the bill, for interest, exchange, exchange costs, and damages. This right of action of the drawer against the acceptor, is only in cases of fact in the acceptor's hands, which the acceptor is taken to have acknowledged by his receipt. Unless, till he have so acknowledged.

The acceptor of a bill, permitting judgment of interest, effects on the hands, then, in all instances, a right of action against the drawer.

The indorses in an action against the indorser drawer, the indorse must have been signed by the acceptor of the bill, the protest of conclusive evidence. To be must prove reasonable notice. And in that case, the protest of notice, specially delivered into the post office, has been found sufficient. In an, in an indorse must, in an action against the drawer, produce the bill itself, as well as the protest, but in other countries, a protest is insufficient.
Bills of Exchange

The usual mode of tracing frauds by a signature of
the name of the maker. A confirmation of the hand
is necessary to charge the maker confirming,
but a confirmation of his hand by a drawer
will not charge the drawer.

A bill of exchange being declared
after the life it is necessary to prove that
the was a check to the drawer, but it is not
required that a special person was given
the power to sign.

The signature by the drawer,
not necessary to charge the note or
bill of exchanger.

It is a general rule that
insertion of the corruption
does not vitiate a contract, even bet-  

een the quity of persons. Innocent person
are not affected by the illegality. Contracts,
the confirmation is legal under the
law of every country. This from the supremacy
of the law, exceptation is this gen. rule.

A bill payable to a fictitious person
is good as payable to blank.
If mutual assent to a contract upon
an illegal consideration, or one of them, or of
the contract, or under such circumstances
or imply the consent of the other, giving
a new sum of money or such contract, the
judges saying shall recover back the sumless
the money paid over than the share, it's
broad to pay next share is good.

...The good reason... does not obtain
among March 18, since it is stuck on a farm subj.
cated to this rule. The surrender of several parts
was tire a right to the better bond for the
company; the alone was the use of com-
moning suits for the security of company
money due; the alone is liable in the-
first instance to those who make out their de-
mand on the company. This is all that re-
vised to the partner. An engineer obliges the
receiver to account for the company keeping
the one may also collect debts. If the engineer
the one is liable for the debt of the company
of the account just of satisfying the demand
by a method or the receiver.

A judgment debt again made
...every partner is liable a company debt...
When one man gives to another a certain premium, in consideration that he undertakes to make good all losses or injuries to certain property, which may happen from certain accidents, the transaction is called an Insurance. This insurance is usually referred to any one of the dangers to which such property, as it is exposed, is subject. The instrument in which the whole of the contract, between the insurer and insurer, is contained is called a policy of insurance. A life, fire, or marine policy is a valued paper.

Lives are valued at a total, a total of lives, not an equal sum of entire lives, but an entire distribution of the whole property. Thus if there be one life, the value is the distribution of the whole property, and the insurer is bound for a total life. If the insurer is secure for the whole property, and in all cases of an abandonment for a total life, the insurer finds the place of the insured, and then belongs such property as may be saved. In the event of which, the property would have belonged to the insured, now belongs to the insurance.
Detailed Insurance

The Law about rules of Double or insurance.

In this rule there are some exceptions.

We have the law about insurance to more than the value of the property insured. But the law
is not true in this point. It makes a smaller
double the value of value, beyond the value of
the property insured.

Insurance often employ for fire, is ceded
by the giver to the policy of insurance.

It is necessary to the validity of a policy that
the insured have an interest in the thing for
the time of insuring the policy. So that
make the insurer liable at the happening
of the loss.

The common generally insured assets are
the goods of the sea, the crops of the
land, fisheries & buildings of the master

Grant or even a shadow of
paid is sufficient to entirely extort a policy

If insurers now no reason they
cannot reject, even that the conduct of the
insured prevented the insurer; therefore
the premiums paid on a policy must be
repeated.
A policy is made void for the misconduct of the master, or the master, if the master, if the canoe's departure, or by guard. He misconducted a pilot on any change of the voyage, to change the voyage, at a late moment: before the ship then left her course, mentioned in the following, the ship then left.

Your purchasers be made an in vital, which is before in a voyage, the injuries are liable for any loss, which may have happened, including the said inaccuracy. Only if no is often done, the ship's "not a lost" to exhibit for the policy, the injuries are liable for a previous loss.

The several subscribers to a policy each or each of total loss, liable to the extent of the subscriptions an void after such solicitude from the present we can to reproduce, this is in any suspension in respect. The present is

1. Ann. 128.

The same

1. Ann. 128.
Inches of the cargo from a point of the ship's union at the foot are liable solely to the loss or damage at the foot, comprising freight and wages, but is it apparent that the intention to include these in the cargo is evidently not, the reparation lies in the loss or damage at the foot, hence the cargo is lost or damaged. If a vessel is unseaworthy from a point of the foot before the cargo is lost or damaged, nothing can be recovered out of the insurer for the loss of the cargo, unless the cargo is considered on board.

The insured for $1000 in damage money is such a ship wrecked on a point where a vessel is known as an item, or as a vessel or as a vessel or as a vessel. If the vessel is in the ship, it is the amount of the cargo, or merchandise on board the ship.

The ship was in all instances, been condemned or total when the voyage did not amount to the height.

A capture by an enemy is total. If there are no exceptions, and the ship is immediately condemned, no other ship escapes from the capture, if taken it carries to the port of its destination.
Aug. 28th

1 Oct. 191

A declaration for a total loss is good, but the loss must not be an aggregate.

"Total loss" or "to declare total loss" have been construed to mean the same thing, i.e., to mean a continuance with convoy the whole voyage.

"Partial loss" or "partial loss" is not a part.

If the ship is lost, the insurers are discharged. If the ship is lost, the insurers are discharged.

I only hear of the insurers, which is insured against for which a premium is taken a total loss, a total of the premium, according to some considerations, must be returned, according to others the whole money.

Dec. 16th

Nov. 3rd
Policies of Insurance

laid down, to my knowledge, the rules in which
the risk must be a particular understanding, from
the risks in which the whole premium may
be returned. From the latter, however, I think
the risk to be, that if the voyage is
abandoned, the insured by some voluntary act,
proceeding a part of the voyage to
surrendering the voyage, the whole
premium may be returned. In such a case,
the insured may be discharged from further
risque by some accident caused by the act
of the insurer.

If a ship is lost with the convoy, it is impossible to separate from
the convoy, the insured are held.

If a loss happens before a departure
from a convoy, or a deviation from the
voyage, a previous intention to deviate, no
imputed subsequent deviation does not change the risk from such loss.
an insurance till the risk is discharged. It is indeed when the goods are put on board vessels sent by the owners to receive them, and when such vessels leave the ports of London.

Insurance against the perils of the sea extends to all ordnance as well as mere commodities lost by storms. As if a ship should be stopped in a storm in consequence of which she is afterwards captured. The insurers are in this case liable for a total loss.

The construction which has been given to an insurance upon fixtures, notion of fixtures is such as to make the word 'fixtures' mean nothing.

In some cases the risk is discharged by the owners contracting for the indemnity of the revenue or the loss of the nation.

In many cases, only a partial indemnity is made for the negligence of the master.
POLICIES OF INSURANCE

A rule is used to determine the law

merchant or seller's law, for the purpose of the

concerning the merchant's law upon which the evidence is ad

rule to construe written evidence. This rule

of the merchant's law has not been strictly

adherence by the king's or master of the

similarity, whether the king's or master's

deviate from the rule of the common law in this

particular. If, however, a policy agrees

with the policy, which is a memorandum

of the contract, entered at the time of making

it, in the body of the insurer. The policy

is to be governed according to the policy.

Particulars of the insurer,

his removal into a foreign country, if

by an act of God, by death or accident for

which an insurance may be made

whether in case of removal or death, the first

insurer, or his executor, discharged or not, by

his own name. Mr. A knows all of which

transfers it.
of charter parties

A charter Party is when one hires a ship for the transportation of goods. The right of the hire to secure right through this species of contract, depends upon the evidence of the State; for of the ship lost no freight can be recovered. In certain cases a part of the freight is recovered.

Freight becomes due at the place of delivery, and in other cases agreed to by the parties when the freight of the intended voyage becomes due at the first port of delivery. The claim of the owner to the freight is not defeated by the loss of the ship on the homeward bound voyage. But any freight not due previous to the loss of the ship cannot be recovered.

Freighters of ships under charter, especially with the East India Company (and probably with all other persons) are not answerable for damages occasioned by acts of God.
Chapter 39

If the merchandize are damaged on one party, lost, the merchant may always abandon and discharge himself of freight, but if the abandon is not, he must abandon the whole, if cannot abandon a part. If the ship is again attacked, or is otherwise prevented, without the fault of the master, from reaching the place of delivery, freight must be paid according to the words of the articles performed before the attack, or the terms of the ship's charter and otherwise, if a part of the cargo is lost, freight must be paid for such part as is saved.

If there be fault in the master or consignor, or of which he knows, is liable in the same manner as he would be at common law for negligence or misconduct.

The law merchant compels a specific performance of no contract, but, in a mercantile contract, can not be given, the money given, or earnest, is forfeited, if the party giving the earnest, retakes, from the king's, and the other party, retakes the goods, and the money given is earnest.
The master has a lien upon the goods for the freight, and may retake them till the debt is paid.

It is a good rule that the crew are liable when the master is. If, however, the ship is not employed in the carrying trade, or in a voyage for another person, the master alone is liable, if the state or board goods are lost through action.

By a Act of 3, 5, 28th March, 16, owners are made liable for the entanglement of master or masters to the utmost extent of the value of the ship, the freight of the voyage.

The ship owners, masters are all liable, each owner one of them for the contracts of the master for receiving the freight, or for all the profits of the ship. From such contracts the owners can by no possibility discharge themselves. If they have no interest in the ship, leaving it for several years, still they are liable. The master has been to high courts for money to be paid out for his own.

Defining is their own bond, money to the same of a ship, to be paid with a certain sum, unless of the ship returns from the voyage. If there be a deviation from the voyage, he remains liable on his bottom bond, the ship is not returned.
CHAPTER XXIV

Section 15.

The master is not liable for debts contracted by himself, for the use of the ship, when the contract was entered into or made on the sole credit of the owner.

Mariners are entitled to no wages if the ship is lost. If they leave the ship before her cargo is discharged, the tackle taken down, and the cargo is discharged, they have no wages or forfeit.

Mariners are obliged to carry the goods of merchandise from one boat to the other when they are to be discharged on account of the vessel, they are particularly paid.
Characteristics of the acts of his factor. Goods sold by the factor become the absolute property of the vendor. But if the factor receives goods for his own use, the principal.

A factor acting within his commission is not charged with any loss, although the act out of his commission.

If the principal becomes a bankrupt, the factor may retain goods in his own hands to satisfy a debt due to him from his principal.
Of Real Estate

All property which belongs to the heirs, or real estate, is that which goes to the personal estate.

The heir has both the legal and personal estate, as that which he takes, the two only legal 8 is just for others.

So long as the estate of the deceased, as the greater has expressly charged upon it, the estate which the heir takes is liable for all the debts of the ancestor.

By our laws or by the English, real estate descends to the heir, but no election of personal estate to satisfy the debts of the deceased, the real estate becomes liable to satisfy debts of any description.

Real estate is divided into two kinds, personal and real.

The former may be confiscated under the term lands, which includes all the freehold interest of the owner, being what he owns upon the land, the water which covers the land, trees, hedges, what ever grows upon or attached to the land.
Real Estates

A real estate in land is either a fee simple, or for life, or an estate for life, the latter of which is not an estate descendent to the heir.

As for simple or an absolute estate, full title to land may be defeased at the pleasure of the owner. To make this estate, the deed must originally contain the words of inheritance of perpetuity. Words of perpetuity have been long since dispensed with; the word "heir" is a technical term, the statute of which, in the conveyance of an estate in fee simple, no other word for words can substitute. In deeds which are subject to the long laws in the reign of Henry 8 the word is still used in which the words of perpetuity have been inserted, and the intention of the vendor to make an estate in fee simple, words specify the future of the word "heir." It has been held, however, that a gift in a case of freehold land, mentioning when to die and to be, gives rise to an estate for life, is not a gift. 

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Real Estates

It is a rule in the construction of a will that the intention of the testator is to be given, and, so far as it is consistent with the rules of law. The rules of law with which the intentions of the testator may not be consistent are not such as relate to the particular words, nor are they so used to make an estate, but such as relate to the kind of estate created.

An estate that is made on estate is divided to the heirs of the body of the land. The land made estate is not to the heirs generally. To make this estate "heirs of the body," one in a word indispensable.

In the construction of Policy for some legislature obtains relation to estates in fee and in estates in fee. In this understanding it is held of the estate becomes an estate for by a fine in money suffered by the tenant in title. In brief, it cuts the fee in the immediate succession of the first owner.
Real Estates

The heirs of the body are won of limitation, except in cases where the heir, or a person appointed by the intestate of the deceased, whose heir is appointed to have the same, by the intestate of the deceased, is named in the will of the intestate. If there be a devise to one of his heirs, the devisee dies on the life time of the devisee, the heirs of the devisee take nothing by their will.

No. 65

An estate in fee, to a wife for life after her husband's death, and to the heirs, if any, after her death. If the devisee dies, the devisee's heirs, if any, take an estate in fee simple. If the devisee dies, the devisee's heirs take an estate in fee simple.
It is held by one party that if, in a life and
for life, clause, any other word than the technical
word "for life" after his death to his
lives, to him, for life, after his death
to the heirs of his body" are used, as
provisions in the conveyance, the
right descends to the no more than an
estate for the life of the estate or term.

by another party this doctrine is contended.

The rule in Shelley's Case (1B. 146) is recognize
for both parties for unquestionable cases, as
both parties have agreed to acknowledge that

real terms or the words heirs of the body may
be taken as words of reference to the
duration of the devise. But one party contends,

that the word can be taken as words of
only a word to be used in a certain to
the other party. That they should be
construed as words of reference. The description of
the devise to be a certain term, not after their character to
the heir of.

the word "for life" to the

in the case on this point, cannot be

as words of reference, but being about
the same weight, uncertainty on the
side or on the other. In the case in the
margin in which there is such contradiction.
Real Estates

In all mortises in estate, to one for life:
1. Deed. 112, 137.
2. Deed. 527.
3. Deed. 268.

which in a grant of real estate, convey an estate tail, on a mortgage
5. Deed. 268.

The second, however, becomes the property absolutely, if can to no
further limes.

A distinction, the nature
more exact, be tween c, of estate tail in
personal property, given by express word,

by implication. In the law of
the first comes later an absolute estate, in
that latter an estate for life only.

In each, under the 2 giving a

is to the mind the life estate. As an additional

"asset," the reason 8 signed 638 leagues
In a Deed, the word "estate" given, the deed formally contains a fee simple, of the donee had made an estate in the land so devised. Vide a form in manuscript.

If there be said that a devise of all my estate in fee simple. I have no doubt in the interest. Vide last page of this instrument.

A Deed of all my share of land in the estate of my father, has been made in fee simple.
Real Estates

In a grant by a fee for a fee, a fee cannot be
in a fee, but a fee after a fee is good in
a dower. The contingency however, upon
which the fee is determined, if that
becomes void, must happen within a life
in being thirty one years after,
if it be possible that the contingency
should not happen within that period, the
dower void is void, if the first dower
takes an estate.

In a lease to one of
his heirs, if the lease without issue, to another
of his heirs, it is such a lease as will give
the estate to the latter, upon the decease
of the former, unless without issue.
Provided the descent be such
as shows that
"dying without issue", means 
"dying without issue", void, to the
death of the first dower.

In lease when one, hereafter
leaves issue, leaving no heirs, the
land revert to the lord of the manor or
such lawful one, in other case to the
feather.
A freehold estate is one which goes to the heir of the body generally, or to heir of a body of a specified description. His estate determines upon the death of such issue of the body, or the estate is estated to the heir or in the heirs of the body. But when it is determined it devolves to him or in the heirs of him, also, leaving the land granted the estate tail. This reception, as well as the interest of the heir of the land in tail, may be defeated by a mortgage suffered by a tenant in tail.

An estate to one for life to one and for life is an estate in fee, and the remainder to his heirs generally.

If the donor fails to make such manner to manifest his intention to give an estate, such estate shall be taken.
Real Estates

To teach the law to the husband and wife of the
heirs of the body of one of them, that one,
the heirs of whose body are to inherit, in
the tenant in tail.

The rules of descent and entail
tell among those who marry by possibility
inherit, as the more in that there is no
for immaterial estate, if one that the eldest
son takes in exclusion of the younger.

It has been questioned in C.
whether an entail in tail male or female
should not, on the death of the first
descend to all the children, male and
female. Mr. Blackmore that after legal
commutation, it would descend to the males
or females only, according as it had been
limited to the one or the other.

It has been contended, that
male, females, who are not living in
the entail, cannot take under a gift
to such tenant of the heirs female of his
body. If it were settled, that such females
cannot take as heirs of the intended estate,
without standing them to male issue.
But one cannot take as female for both
gin definition of heir, who is not heir,
and of the commutation of issues to have been
as a descendant female.
Real Estates

20. 24. 26

20. 24. 26

Ten. 409

The devise is endorsed out of an estate tail.

Of life estates there are two kinds: one created by act of law and the other created by act of parties. An estate for life is a limited estate in perpetuity. The duration of the estate is limited to any given number of years, beyond which it cannot last, but it is a limited interest.

The life tenant of a life estate created by lease, is that of tenancy and in fact of the perpetuity of the estate; but when it is a tenancy in shock special or the life from a shock, the lease confers rights over the whole, and in an estate limited to a life tenant, except that the tenant is not liable for waste.
The second kind of life estate, created by
the law, is an estate of faminey for the
tenant, which is the interest of husband
and wife in the real estate of his wife after
her death. It is an estate for the life of
the husband or the relict of the
wife. In this estate every husband in
equal to the interest of the wife, also has issue by the wife born
alive capable of inheriting in the real
estate. And the husband or relict
entitled to the estate is any estate of which the
wife had actual possession. In this
state, the right of possession is merged
as actual possession, of course the
husband has the estate of the property of
which the husband or the wife had the
right of possession.

But this is law absolute.
and there is an estate for the tenant.
in the estate
there has been a controversy between
a decision that, that the children of the
wife shall take the estate in the age of
majority. But as such, however, the
tenant or relict is entitled take in their stead.
Real Estates

The estate of goodwill does not arise in law, which is very different from the other estates in the kingdom. As lands in B were originally granted to be held in the land in Kent on land, which are goodwill lands, it is questionable whether the estate in B is not that of goodwill. The practice has not been to consider it as the practice having been long of omitting, it could not be easily altered.

S. R. 1529
The husband has a vested in a trust estate.

1514, c. 603.
There is no estate of an estate of which the wife is mortgagee.

3. H. 677
The husband remains a vested of an estate given to the separate use of the wife.

There is a third species of legal life estate. This is by the big book on the estate of one third of the real estate of which the husband was seized at any time during the coverture, which the wife could have done to widow. The wife may not endow one of estates of which the husband had only the right of possession, without her having had possession.

Ver.
Real Estates

The husband by no act of his be the wife's owner. By the 1st, the wife can claim
down of such estate only as the husband did
dispose. If the husband in contemplation of death convey away his estate by deed
for the benefit of bearing the entire right of dower, the wife can confer such con-
venience by deed, or testamentary disposition
doing or effect the entire right of dower I
have considered.

Act of a male or of a female
the husband is no more than tenant,
her the legal owner only, the wife can
claim no dower.

The wife of the estate of
is not married.

The marriage of a joint tenant
her the whole estate by survivorship in
exclusion of the deceased tenants right
of dower. In & the joint owner does not exist.

By the 2d, any b. a joint tenant
may be made in lieu of the right of dower.
This joint tenant may be present to manage
in subsequent. If, however, it is made subsequent to the marriage, the wife is at
the liberty to elect it or take her dower.
In & there is a b. recognizing the Eng law
of jointure in lieu of dower.

2d. 2d. 06
Copt.
Nothing can be taken as a question in law of dower, which not expressly declared to be such. A question to be adjudged as such of right of dower must give the wife an estate for life at least, must vest in her immediately after the death of the husband, must be competent for her support.

It is common that in wills the testator gives to his wife one third of his free estate for her support during her life. Then the question has been whether the wife shall take this third during her own life, or whether by the will it is intended for dower.

There are persons who may also be vested in the tenant in tail, or both remain with all its incidents. This is the case when an estate is given to one of the heirs of his body to have and hold for himself and his family.

The greater part is the under a tenant in tail in favor of the heir or one of the heir after the death of the tenant.

The heir or one who is entitled to a right to possess the estate.
Real Estates

It has been questioned in (whether personal property might not be given by out-of-court decree in cases of divorce. The question
then arises when a wife or freed woman in the Act does not think the legeslature intended she could convey her property
away different from the usual law.

Adjustment, settled above,
from the husband, in being one act of
indulgence with another with the weight
of law. The question is, what
ought to be construed the same as
the bye laws, that the wife and not
by express is to that purpose.

That the law of a wife
shall be indeed, not with standing
the being the innocent party.

A conventional estate for
life, in distinction from legal life estate
is where one, having a sufficient
interest, grants to another interest for
the life of another, or of some other
person or persons. If the grantor have
the due, goods and estates for this purpose,
without suffering any loss. Of this, it
shall be taken in the life of the grantor,
and of the grantor, since only one estate
for his own life, and she be tenant in tail
or tenant for life, it shall be taken
for the life of the grantor.
A rent for life is not a right to the use growing on the land, except for certain uses which we call inalienable. In such use, the cutting down timber or cutting the land for damages, if the use is voluntary, the estate is forfeited.

32 & 33 Geo. 3. c. 252

If an interest in land were made, whereby the tenant of the estate, the remainder at common law, passed to the first occupant. In such a case, in what manner it shall be discharged, whether it remains on the same land. If there be any new roads or improvements, such as a new manner the estate remaining shall be discharged of, it shall go accordingly.

All interest in land, not for a term, or for the term of an estate for life, is a chattel interest.

If the duration of an estate is uncertain, it may be considered in the same calculation, or in most cases for years, according to the period of its existence, may be.
Deeds

In any lease for a term not exceeding
three years may be made by hand. In
such case the lessee must pay, if the les-
ssee be paid, or not until
the lease is for a term of
three years or more, and if the lease is
not paid, no rent can be received until
the term is to expire, and in a lease for
such a term as is called in enjoyment as
much rent as to
entitle the person to its use.

A lease for 14 or 21 years
is good for 7 years at least. When
the lessee is to be paid
the rent is paid for
uncertainty.

A lease for 28 or 35 years
is for a term of life or a
lessee, for the term
for life.

Oct. 15

Oct. 20
One who enters upon the land of another, with his consent, without contracting for the enjoyment in any length of time, hath an estate of the estate is determinate of the estate of the party. The right of the lessor to enjoy the lessor resigns her right to the contrary is vested in an estate of will, and it is not any thing which he can transfer or that can descend to his executors, because it always determines on the death of the lessor.

This estate is determinate by an express declaration of the lessor, or by any act which is inconsistent with the enjoyment of the tenant at will. But if the lessor act be such an one as indicates his intention to terminate his lessor estate or to part only, he may continue in enjoyment of the rest.
If the lessor determines the estate, the
lessee retains a right, acquiescence and
regard, for the benefit of themselves and
their family, goods, for the benefit of
particularly of gathering and occupying
the estate, proceeding to the determination of the estate. If any act
not be done of those before mentioned, then
after the estate is determined, the lessor shall
be sues. Nor if the lessor determines the
estate, his many sisters for raising the party
ought to remove his family and goods.

The lessor may determine
his estate by abandonment, or by any act
which he has not a right to do as tenant
at will. Any act or a contract it will which
would be void in tenant for years in a
husband.

If tenant at will continues to
enjoy from year to year, he must pay
the rent agreed upon at the end of each
year. If the lessor determines the estate
before the end of the year, the tenant
is obliged by the contract to pay nothing
but such rent must be paid or upon
consideration of all the circumstances is
an equity one. The same as the case when
the estate is determined by the lessor.
The destruction of tenant at will, regard
with all persons, except the lessor, may
maintain the lessor a get any estate for
more description of the enjoyment, and also
rights, the deprivation of any injury com-
to the entailments.

For instance of influence in the
same on an estate of will, that the
lease is by an implied contract of the
same extent as to years, also by the
situation description of the
lease continues to hold for years after
the term has expired. And when one
third or more, is confounded or held on
the
same terms which he had under by this
lease for years.

Entailments are sometimes
bequeathed as real, and sometimes as personal
property. Between the grantor of grants
they are always real property. They
with the lands, or by specifically described in
the grant, or in its being plan to take
them away. No plan can be commuted
upon real estate, but is no plan to take
them, saving them off. In the exercise of
anything growing upon land change it into
personal property, and then to that it is
plan.
Embarrassment occur potential arise to add to estate.

Exemptions. They go to the first next to the heir. Exemptions taken by the accidental other estate.

At the determination of estate exemptions sometimes go to the owners of the land sometime to the tenant lost in profession or his use. The rule is that if the tenant determines the estate by his own act, or of his own does the determination of the estate, or there he is tenant forever, then shall not have the exemptions. But the must be the act of the tenant himself which determines the estate or the exemptions shall not be forfeited. Thus far of the tenancy actions, gives such an act or finds on land to the estate the absence of the lost shall have the exemptions.
Of Inconsiderable Rights.

Types of Inconsiderable Rights:

1. Inconsiderable estates, some are real, others personal. They are either in freehold, in tenant in fee, in tenant in tail, or in tenant for life.

2. Inconsiderable estates are such as are in a conveyance by a person of importance, or in a conveyance by a person unknown to the law, or in conveyance by a person of unknown status.

3. In most of the rights of common law, there is no concern of this country. In most of the precedents, there is no estate which is subject to the law for the payment of a fee simple.

4. All the common estates, the estate takes an interest, and that is, a right to use the estate for the benefit of the owner, without the land owned by the owner being sold.

5. A right of way is another instance of such estates. It is sometimes a right attached to the property, and it is a right of an estate of the common law, and it is a right of a tenant in fee in a tenement of land, in which case it always goes with the land, cannot be alienated, or conveyed away from the land.
Personal Requisitions

To S.P. 56

If one with a claim of land, to which the vendor has no way, but from the land of the other, a right of way is taken to be granted from the other land with the land to D. The title one land an execution on a piece of land in the middle of a different land in form, he is adjudged to have an right of way in the courts have been in case of a squatter of the same land.

An annuity of real estate for a singular tenant in real estate. A S. D. 

Double Estate in this State. Annuities would be considered as real estate.

If a tenant might a rent or rent yielding with the real estate, receiving an annual rent, such real estate, D. leased to the tenant, the land itself would be done. The rent depends on the execution. The rent does not depend on the execution. The rent may be granted to another. By a grant of the rent, simply the land is not paid, nor the execution, but by a grant of the land, the execution before muito easily accepted.
Incapable Acknowledgments

The privilege of streams of water is an incorporeal acknowledgment. It may be enjoyed by one who has the land on which it flows being the property of another. Being estate which belongs to the heir and to the executer.
Motgage, or an Assignment, to secure creditors, by conveying to them and title of
their goods to one for a mere the whole money. By this means of conveyance, the
creditor receives an equity in the person of a debtor, this creditor remains free
from all danger of life, at the same time that the Debtor has it in their power to
reap him till his own, all remaining claimer of the money due with the
interest.

The mode of this conveyance is this: the debt, being tendered to the creditor, taking
at hand the mortgage, with a condition attached to it, that on the part of mon-
347
ey, which is the debt, is interest of the
Debt, is paid to the creditor, by the time fixed
specification, and Debtor shall be paid.
It has been a question in whom the title of the land is in the intermediate terms of making the mortgage, of the happening of the contingencies which is made on the deed. It is made apparent that this is to the land with is immediately in the mortgage, but is definite.

At law the contract has effect between the parties, according to the terms of their agreement. While the terms, when one is the condition that has allotted independent events, the deed becomes a title of the mortgagee is without lands yet law to recover his lands. But the land that to which the often submits, the debtor gives him to interdict after the mortgagee an opportunity to redeem notwithstanding any after time, however long. It is the custom of the law of redemption to limit this time, in which the debtor shall be paid, in the case of redemption, the fever foreclosed. The right of the mortgagee to redeem is called the equity of redemption. It is incidental to mortgage either a title in the situation is not in their power to make by any contract, or mortgage, in which this right to redeem does not remain to the mortgagee.
States Mortgaged

The estate of the mortgagor is, in fact, no more than nominally real property. In the degree of the mortgagee, the land depends to the heir, but not only to the heir, but the mortgagee. If the mortgagee admits to pay the money to the heir, he must pay it over to the mortgagee. If the heir fails to pay the mortgagee, and the mortgagee, through a court, forces the heir to pay the mortgagee. Then the heir may himself foreclose.

The mortgagee specifically continues in redemption. But is not a mortgagee due to the mortgagee. In the year of profits. It is sufficient for the mortgagee that he has taken on interest. The mortgagee may at any time exact the mortgagee. The security of redemption can only be affected by an agreement. The debt of the mortgagee continues in interest after he goes into redemption, as before, but he must account to the mortgagee for the interest. The examples of the rent of goods, if the repayings of the interest will be applied to such the principal sum. Both of the undem red and in the manner cannot be more than the debt of interest. It seems that it will not deny the mortgagee to be heir. In this absolutely settle.
The mortgage, while in possession is a
tenant at will. But the mortgago has
founded out of possession, and to other
tenants at will, entitled to the emblements.
In this case is no wrong to the mortgago.
The emblements being discharged for his ben
efit in discharging the principal and
interest of the debt.

The mortgago has the prior
right of possession. But if within a reasonable time, any
money is not paid or an answer made to the
sum of the money, the mortgago may demand
the debt and do all other things, the
money paid on demand are both charged
Road on the land.

If there are a first, se
and no mortgagees, the title is in the
first only. If the first mortgagee is
paid the (which may be done by a second
trustee) the title immediately vests in the
second trustee.

If a mortgage in possession
make an order tenant, such tenant, if he
go into possession, is a tenant in
fact, as the election of the mortgagor.
If a second mortgage pays off a mortgage, prior to the time of the term, the tenor of the term, prescribed has expired in the condition, no title can be given under the 2d mortgage to convey title to the 2d mortgage.

It is said in giving the mortgagor opportunity to redeem, after the time fixed by the mortgagor, beyond which time drawn to redemption, the mortgage, assume the rights of other contracts. This is opposed to a settled rule of law that it cannot alter, change a contract, so as to give it an object different from which the mortgagor intended. In support of the opinion that it is, in the case of mortgages, acts in violation of this rule, it is said that a mortgagor cannot gain the right of redemption to the mortgagee. But on, it is replied that it of the mortgagee might have relied on this in the same reason that they have relied in many cases.

A mortgagee, if it be given in the same light, as a bond with a penalty, if the money is not paid, according to the condition of the mortgage, the loan...
becomes forfeited in the same manner, the penalty of a bond is forfeited if the conditions is not performed. The ground on which relief is given is the penalty of such bond. Mr. A. thinks it to be that they must set aside policy, being of 6. configuration as tending to confirm the neglect and the ignorant of impotency, in order to the effect to which, as they are in contracted circumstances, it therefore now if the way to bind them as such. And with it that reason why the seller cannot consider it the given time of effect 6 far as any equity is good enough, since they ought to have effect, since they all in this regard; provided they agree for the same. He is the seller instead of being bound to that which in equity he ought to perform on the same ground. Mr. A. of opinion that contract is void of a mortgage containing the mortgage to do justice to the amount of debt & interest, of being void by the deficiency of the performance of the act to their own contract to which he is bound of law, the only contract of the contract void. In this view of the subject, Mr. A. thinks that the proceedings of the law, as respect to mortgaged, are not a violation of the rule that all may and other contracts, made them different from the original intention of the parties.
The first kind of mortgage, that now or ever has been, is where the mortgagee makes a deed conveying an estate to the mortgagor's heirs, adding that a condition shall be in the deed, that if a certain sum of money, which is the debt, with interest within a time limited, the debtor shall be paid, the condition may or may not be in the same deed of power. If between the mortgagor and mortgagee there is no stipulation the sum is both left. But of this condition, separate from the deed of the mortgagee, before the deed is added. And not for want to be, but the mortgagee has no remedy over the debtor, but only will sue in original conveyance for the original mortgagee. And it is not in his power to agree to a penalty or to rejoin him.

A second mode of creating a mortgage is by deed referring to the mortgagee a right of remedy after certain contingency.
To the extent of the mortgagee in the above kind of mortgage, might claim the due of the mortgagee, did the redemption, another mode of mortgaging come into use, which was for the owner of the land to make to the lender a lease for a term of years, immediately on the next day, the back a half of the same lands for a term, say 50 years, or the term on was for an hundred to be paid of the money borrowed, or paid with the interest thereon within a specified time. It has to be remark that on the same kind of mode of mortgaging the deed could not be ended if the money was paid before a breach of condition.

Another mode is by making a deed for a term of years, to borrow money at the rate of interest within the time for years.

In all cases, there is one of making a lease including another of the same land for a less time, where the title is in the mortgagee till the day of payment, when title is in the mortgagor.
The mortgagor has the devise of the land; but this must be the devise of the land in fee simple, as in 2d Sai. 6th 4. And if it be upon a public act. The mortgagor is to get his title upon record of the mortgaged, or must not recover. He is no possessor, may sue in right of mortgaged, or prove the mortgage. He is not to prevent. If the mortgagor is in possession of the mortgagee brings an action to eject, he must prove the mortgage. The mortgagee must recover. He must prove the mortgage. 

If the mortgagor is in possession of the mortgagee, he must not disturb him, but must recover, he may recover jointly against the debtor of the action on mortgagee for defendant, to recover the mortgagee for money due by the mortgagee.

If the mortgagor is a bankrupt, so that the mortgage is not enforceable to recover the mortgage in the bankrupt, the mortgagor is a debtor, not in possession, the mortgagee recovering the mortgage in the possession of the mortgagee. In 2d Sai. 6th 4. The right of the debtor to do this has been questioned, considering it as a dangerous power, arbitrarily taking away the title of one giving it to another. But Mr. P. thinks...
it may be so quiet, and a more dangerous one to neglect the mortgage or its prosecution in case of contumacy or the mortgagor than in other cases to set such a penalty or to compel the mortgagor to recovery; if they ought to set such penalty to such mortgagor to be done, when that party of debt of which exist to the same extent for enforcing other means to do justice.

"Once a mortgage always a mortgage" is a maxim of the law. According to this maxim, any contract of the grantor to settle the recovery of a mortgage with a power to vest the estate of the mortgagor in a fraudulent void. It has been attempted to avoid this maxim by making when the Recovery of a further sum. It has been said that once a mortgage always a mortgage, between the mortgagor and it may be extinguished between another debtor and another creditor, but that did not recognize this distinction.
An ACT to amend a mortgagor's title.

No. 268

15th Ho. 268

The Act is as follows:

1. If the mortgagor intends to make a mortgage, he must agree to mortgage a certain amount of money to the mortgagee, to be paid as follows:

2. Condition of the mortgage is that if the mortgagee should default, the deed shall be absolute, there can be no redemption after breach of conditions.

3. If the mortgagor intends to make a mortgage, the mortgagee shall be paid a certain amount of interest on the mortgagee's money. The mortgagee is at an end when the happening of the contingent event.
In this country it is a legalized point, that
there can be a hard mortgage. The
objection to a hard mortgage is that hard
testimony cannot be admitted to vary it, as
that such a mortgage is void under the law
of frauds & perjury.

It is not questioned that, if
the court be for a mortgage, just by mistake
of the recito in the deed or return,
hard testimony may be admitted to show
that it was intended a mortgage. It is
agreed that evidence cannot be admitted
to testify directly to a secret contract
between the parties, that the deed
merely representing to be a mortgage, should
be considered as a mortgage.

It is the opinion of M. R. W. that
an in 37, 526 on agreement between the parties, that a
person made desirous in pointing to be an absolute deed, shall
be considered as a mortgage by proof of fact
that there is beyond a doubt that it was intended
for a mortgage.

It is said that when testimony
money is not admissible to destroy directly
assumed that such a debt is discharged, it is admitted
or collateral interest in a mortgage title,
which depends upon a debt.
Estate Mortgaged

There are different opinions as to the extent of the mortgage in the lands before a demand of the creditor, by non-payment of the
Debt. It is said that the Chan. rendering the agreement of the mortgagee void in will continue in operation.

This opinion has been thought equitable. It is an act which ought not to be decided upon until an answer from the party to whom it relates. It is said by Lord Mansfield that a Lego law ought not to decide such an agreement
before the party to whom it relates.

It is now a point to be determined whether, if a mortgage be left in possession, the mortgagee can have him out before the law day expires.
After conviction ordered by non-payment of the day, the mortgagor may, more than tenanted at will, but differing from the tenanted at will in many respects. He may make a lease, which is valid, or not. At the election of the mortgagor, is entitled to no remittance of stamp money.

The mortgagor may enter to have of the mortgagor to pay rent to claim. This may be done with the lease vacant prior subsequent to the mortgage. Such direction known at will, the mortgagor is not entitled to make of the lease as a tenancy.

It is a question whether the lease of the mortgagor is accountable when erected; for the rent or profits to the mortgagor. The case is to ascertain that he is not accountable for the rent or profits to the tenant.

A lease made by a mortgagor between the parties, and given the lease such an interest that he may redeem it by rent. If the mortgagor, or not to make him a tenant, or subject not in right of redemption.
A mortgagor may furnish a bond or mortgage to his debtor, so that if the mortgage is a false for error, it is in truth a in juicio. A mortgagor may perfect his estate in a debt which is not void, with always to subject to the commencement of being a secure. No part of the mortgagor's estate by the mortgagor, and the inferior in the right of the mortgagee to redeem.

A mortgagor in possession may not commit waste. And if a debt has no mortgage, and then the mortgagor to pay it, he will grant an injunction. But if the debt is already assigned, the mortgagor is not liable in an action of waste. The damages done to the estate would result from the debt's injustice. The damages must be stated at the exact value of the land, and the debt. If, however, the security of justice, the mortgagor may for the indemnitee satisfy his debt, demand acts as would be in the for a tenancy for years.
Estates Mortgaged

Whereas it is just and equitable that any interest, expense, or money that may have been paid in making improvements by the estate is beneficial; and if the improvements were requisite to the utmost improvement of the estate.

...Continued from the completion of most
...gaged estate, either to the principal or party
...therefore it will the interest amounts to
...more than the principal, no relief will be
...given, unless the mortgage will pay the whole
...of an mortgage having a bond to obtain
...afterwards a good one, the court made a new
...mortgage to the mortgagee.

An equity of redemption of
...an estate in similar estate to the estate itself.
...the same from an urgency to convey for that
...are requisite to carry the land thence back
...to the owner of the estate mortgage. It
...is a distinct interest. And whatever interest
...back the estate of it.
Mortgage Estates

When a person has an interest in an estate as a tenant for life, the remainder man shall have the right to redeem the life estate, in whole or in part, if the remainder man is entitled to the estate. If the remainder man is not entitled to the estate, then his interest shall pass to the next person entitled to the estate.

If he who is entitled to the estate refuses to redeem the whole or the part of the estate, the holder of the estate may claim of him as security for his interest in the estate. As soon as he demands to redeem, deducting only an equitable deduction for the time his interest enjoyed.

An equity of redemption which arises with an estate as to charge the interest of the debtor with the debt of the creditor. It is the right of the creditor to demand the redemption of the debtor, and the interest of the creditor is the interest of the debtor, and the interest of the creditor is the interest of the debtor.

This is a mortgage which took effect as a mortgage of the equity of redemption, and is entitled to his interest as preference to all other claimants.
Mortgages

If a mortgagee, upon the terms of claiming the equity of redemption, not a true mortgage for a valuable consideration, could advance money, he not only the debts due upon mortgage, but all others which he over the mortgagor, or another time contract, and of these, if several, mortgaged, would take their same for more than the value of the land mortgaged, or other for less than the value of the estate, the mortgagor cannot convey any without redeeming the whole.

It has been questioned whether a mortgage assigns to life, or was made at the time of making the assignment. It may not be understood in advance of the man for which it was intended. Still less then, the question is, that the whole remainder on the mortgage must be paid, without any regard to which was given by the assignee in the bond. If the assignee, for less than a true creditor, obligates me into the benefit of the bargain.
A mortgagee of an equity of redemption for a valuable consideration may redeem by paying the money due and the mortgage interest. If the mortgagee does not wish to recover the debt at the mortgage.

If an agent, lessee, trustee, etc., or the judgment or a mortgagee, shall seize more than is due, he shall be allowed, as against a subsequent purchaser, no more than he actually gave.

The absence of the mortgagor shall vest in the mortgagee a tenancy for life or for years.

A tenant for life may exempt a mortgage from debts to the mortgagor, which although the mortgagor had before he could demand.

Lacks of time may bar the redemption, may bar the right of redemption. The period of redemption from courts of equity beyond one is barred by lapse of time. The period after which there can be redemption, is sixty years.

This is the time fixed in England, because twenty years...
Mortgages

is the subject then limited, after
which the right of redemption enters in
when awry. It is submitted that by
an analogy between cases, a house has the
right of redemption in this State.

It second opinion, which is
in the right of redemption, if, and
if the form of a sufficient
true to have some the acts of transac-
tions, that have been canceled by the mort-
gagee. The fact that a deed removes the

abolishes the

infringement saves the right of redemption.

for this reason the right of redemption is
in the right of redemption cannot be found
by lapse of time. And any thing having
the estate to have been a mortgage, and
in twenty cases, the right to redeem.


and in the mortgage presents
in one of the right of redemption by mortgage
of time.
Mortgages

As far as the Act of limitation has been known to run it continues to run notwithstanding infancy, marriage, or confinement.

Then there is an agreement when the mortgagor gives into possession, that he shall have till he is satisfied the right of redemption is not taken away from length of time.

In case of death mortgage the right of redemption is never lost. The condition of the mortgage being null that of the mortgagee's this for reasons shall be the mortgagee, money on the day mentioned in a certain month & year, or in the same day of the same month in any other year after.

By agreement estates are not considered in the property in possession; the said to be paid as usual with the in certain cases and paid at lawful and estates in a will they are considered as personal estates. They are not by a receipt of hand, documents to whom, requiring nothing more to have them than to sign personal estate. They are to be
WITNESS.

The units of profit are to be accounted for
to the master, by them who receive them. But
of the master's supply to an insufficient person, he
cannot account; the master is not to be pro-
vided for, for the master himself shall
then account.

There has been much difficulty in
ascertaining for what the master in particular
shall account. So a general rule can well be
given. Each case must be determined by its
own circumstances. The best rule that can
be given is, that the master account for what
he receives, and of the master he can show that
he must account for more.

A master, who furnishes the master
to take the profit of goods to the owner
of them, incurs no more, nor taking them him-
self, no suffered others to take, shall ac-
count to them for all the units of profit
which he might have received.
Mortgage

Maintenance of a mortgage's confirmation for all necessary improvements made on the estate or cess such as convenience requires. Between what will actually all costs can be given, by which to estimate the allowance to be made for improvements.

A need more "nothing to idiom and not knowing the sum due on this mortgage may summon both the mortgagor and the mortgagor to pay to the central or other the sum to be paid. If the mortgagor is mortgagor have ascertained the amount and entered at any time, it is nothing due to the mortgagor and must be allowed by him at will idiom.

If a mortgage has been assigned for a greater sum than is due upon it, the mortgagor may redeem by paying the principal sum which is due. Any land on the mortgage collection on this mortgage will not be taken to pay the whole. Thereof coming to the assignee. Any expense which the mortgagor may have been at to defend the title of the mortgage should be allowed him. Should the heirs of the mortgagor attempt to execute the mortgage for a delinquent tenant, having failed in their attempt to apply to idiom, the laws may allege to allow the mortgagor reasonable costs.
Mortgages

The mode of ascertaining the profits of a mortgage estate, after they amount to more than the interest of the debt, is to deduct the annual interest from the profits, which are derived by the mortgager. But as this is often a hardship upon the mortgagor, on a very small sum the debt should only be to sink the principal.

A forfeiture of the mortgage must precede the proceedings. The action to foreclose may be made at any time after a forfeiture.

Thus the mortgagor is to foreclose, but it was, the money to be paid within a time fixed by the court, if redemption shall be from bond.

If the mortgagor brings a bill to deem that it was not that he was indem within a time limited. If the mortgagor is deemed within that time, the mortgagor has a right to foreclose the mortgage without application.
Mortgagors

A mortgagor is entitled to a second mortgage when the estate, the second mortgage not covering the first mortgage, meaning to have
such agreement that he, the mortgagee, is not only
liable for the debt but also to his own mortgagee
be liable to such second mortgage.

A decree in some instances obtained in this
manner of the mortgagee estate to pay the debt.
Of the details of the estate and are insufficient
to satisfy the mortgagee debt, the mortgagee
is liable for the default.

The mortgagee may prefer at the same time his usual remedies by action
for the contract for the money due, or by writ of
writ of possession, or by a bill for a debt due.

When judgment is obtained and
execution issued, the mortgagee may levy on all
personal estate, or lands.

After obtaining satisfaction of his debt, the
mortgagor can proceed with his other remedies no
further. If has been and before said that having
the legal title, the mortgagee will proceed
his ejectment. It is not questioned.
The money of reversion obtained by any may be on the mortgage lands, to which he takes in satisfaction of the execution, he may also by some means as a mortgage while.

Whilst having the mortgage, he may obtain a receiver in executament, he may then sue each of his other creditors.

A receiver may be appointed in a suit on the contract for the money, but the mortgage may omit a binding it in which case the suit may be an action of the recover.

If a part of the debt has been paid, the receiver has been obtained, the four before has been voided to an action of the recover only.

If the heir or the mortgagee exhibits a bill to recover without giving the execution, it is a breach of contract, but if the execution being a bill without giving the heir, but of the debt by the title alone of the debt, does not except the debt, will prove to those.
Mortgage.

The lessor, the mortgagee, having freely
mane, shall the mortgagee receive interest
that to him till the benefit of the foreclosed
A bill to foreclose after the
death of the mortgagor, may be brought at
his last will.

The bill to foreclose the

mortgage, as in the

estate, the mortgage to his heir, the

has a remainder, circumstances, and

more are foreclosed, and an

unexplained.

In case of a surd, as in

infants, he has six months after coming of
to, six months of the decease. But the infant

cannot contest the account with the

guardian, nor is he entitled to

recovery from the mortgagee. nor paying what is

debated due, nor if reasonable, or to

ever in the same. Nor prior priority must pass
to a corpus, foreclosed, with the husband, during

her coverture.

For various causes of debt, but

again join a cause, the a mortgagee if there has

denied in obtaining it foreclosed, if the

had not merited, the true mistake of the value

of the land, if there is great inequality in the

ratio of the values of the estate, the cause may

be again raised. If the inequality is a great

enough, it may not be so done. And as it shall

not foreclose. Instances of opinion against

case in 0.
A search mortgage can never be enforced.

A party will not be entitled to

a

time or power of one claiming under

Stone Grant. Nor, if the decree were confirmed

by obtaining.

A mortgagor leaving four years

deeds to the estate, to the mortgagor and

died, a second mortgagee had his bill to

have his debt enforced upon the land of the

Decedent in his favour.

A second mortgagee

Barnes, from the time of the foreclosure

the decree will not be granted of

the force of law was by consent of the mortgagee

if a strong circumstance of opening again

if the mortgagee exhibited his bill

for a foreclosure, he cannot claims payment

of any other debt than that by mortgage.

Otherwise if the bill is by the mortgagee.
Of Interest on Mortgages

It is an unsettled point if the true interest on a mortgage must carry interest of the country where the mortgage is made or of the country where the land lies. See the Dunn.

As we are to be bound by an agreement, that if the money is not paid by a certain time, the interest shall be compounded, from a lower to a higher rate, and the reduced interest attached, we will suppose the true rate of interest to be less than legal interest, if the compound interest exceeded legal interest. The compound interest is bound up in security, as a security for the loan, and we will be bound at all events. But if a higher rate is imposed with a proviso, that the interest be punctually paid on a day, the mortgagor shall receive a lower interest, if the land is not performed, the higher interest must be paid. A distinction has been attempted to be made, since the rate must be taken more, if the interest was not punctually paid, or after a reasonable price is paid, if when it was annulled to the mortgagor.
Mortgages Interest on

When there is any condition for the especial interest, as if the rate of interest is to be
paid in cash, the money specified by the mortgage does not bear interest.

No interest is allowed on the
interest of a mortgage, even of the parties
who agree to it, until interest is paid when
the principal is due.

If a mortgage is assigned
with the concurrence of the mortgagor, if the off
signer pays arrear of interest due, the arrear of
interest becomes diminished to that arrear interest.

Whenever the mortgage becomes in the estate of
the assignor. So if the estate is sold by a court of
marey to a debt, arrears of interest
become arrear of interest paid by the
cause of the debt bear interest.

When, on an application to sell
on foreclosure, there has been no partial payment in the
mortgage, the interest continues on the whole amount due, until the interest
becomes interest. So if a court is
again appealed, the whole seems on the whole
caused interest.
Mortgages. Assumption

But in case of a husband and an infant, and
this rule again applied, the interest in the prop-
erty carries no interest.

A record at the interest is
signed by the parties will not make the
interest good, principal, or any interest, if the
be or expired by the parties

Under the principal and in
court before a justice of the peace.

A tender stops the interest, but it is require-
that the notice give six or twelve months
notice of his intention to make payment after
the tender to make on the day notified

It is a good rule that when the
place of payment is not specified in the original
bond, the bond must be made in the county, but
where a mortgage, given notice that the bond tenders in a cer-

tain day, at a place which he mentioned it being
a condition there. In the mortgage deed (not
before at the time), a tender since evidenced was not good.
It will allow a special agreement to be made, to divide the 
shares of interest between an assignee, the amount 
and the payment to be made at the rate of 
interest agreed on.

Subsequent assignments will pass from the prior right to 
the subsequent assignee. It has been decided 
that it is not necessary to give a subsequent assignee 
without informing the original party of his 
rights. If he is aware of the prior lien, it amounts to such fraud as shall pre 
scribe his right.

Necessary is a prior encumbrance 
the subsequent encumbrance is en 
forced, to claim the right of the prior to the 
subsequent encumbrance.

The third party has a right to 
the lien. In such the title of the first mortgage 
being then with the legal, equitable title, he 
should be preferred for the payment of the money 
or both his mortgages to the equitable only. 
And if the subsequent lien is then, has 
knowledge of the intermediate mortgage when 
he takes his mortgage, he cannot gain a title 
to his third mortgage by furnishing in the 
first.
This doctrine of over-securing the second by over-securing the title of the first has been caused by all the necessary technical reasons. It therefore the demand occasioned by the first mortgage of satisfaction, the

| 1 Ven. 359 |
| 2 Ven. 279 |
| 1 Ven. 187 |
| And 188 172 |
| 2 Ven. 159 |

The doctrine of over-securing is, in point of pay-out, to the second. In this respect, it is said that the third mortgage is preferable to the first mortgage, and that it is a first mortgage that the third mortgage can be over-secured by a second mortgage.

The doctrine of over-securing the third by over-securing the title of the second has been caused by all the necessary technical reasons. It therefore the demand occasioned by the first mortgage of satisfaction, the

| 2 Ven. 284 |
| 1 Ven. 159 |

The doctrine of over-securing the second by over-securing the title of the first has been caused by all the necessary technical reasons. It therefore the demand occasioned by the first mortgage of satisfaction, the
A mortgage may be looked upon as a prior mortgage

If a judgment creditor or executor
by statute or decree, sues upon
the title of a prior mortgage, it shall not pass

Then a mortgagee sues to protect his own mortgage

If not used it appertains not, not adjudication

Upon the land

If a mortgage be for the security
of all other loans, it shall not take the rights of
creditors at the time of the mortgage. Such
charge is known good to secure subsequent
loans against subsequent mortgages, where

4. It is not easy to a particular
act of instance which is not the. But
actual notice is always sufficient. In
instance under such circumstances as would
reasonably induce a belief in not sufficient
notice.

It is invariable that notice
by a agent is notice to the principal, only
in such cases as the principal freely permits the
notice shall be given to the party himself.
Chattagans Interest

2 Nov. 186

2 Nov. 186

It is said to be a rule, that
such notice as elebrs an encumbrance is sufficient
if knowledge was obtained by original

If is a rule that the adjudication
in the Eng. Bk. of recognizance every, that
a man claims no title by a subsequent
and, if it exceeded the land known to Deed

A question whether a mort-
gage is an incumbrance when the sole
of a personal estate of the mortgagor. The

A desire has the same claim on
the personal estate of the heir, to examine his
estate from an incumbrance that the heir has.
If it appears to have been transferred

A mortgage should take the
estates of 1863. With the incumbrance, the
personal estate is extinguished. But the presen-
tation of the same is in favor of the desire that he
has a right to claim personal estate.
Mortgages defined.

A Decree of all the personal estate in specific legacies has been adjudged, with indication of the testator's intention that the devisee should take the estate, the incumbrances and burdens, and not have the rights of the heirs to have the lands freed from all incumbrances.

If the intention of the testator be clear, that the devisee should have his whole free from all incumbrances, and the personal estate was insufficient to discharge the mortgage debts, he might be said from the use of them to need estate not devised.

When one devise a mortgage debt subject to the incumbrance upon it, he also devised another estate to pay his debts, he was adjudged, that the mortgage was one of the debt to be paid out of the estate devised for the purpose of debts, therefore that the devisee takes his estate for debts.

Of land and legacy to pay debts, judgment. The personal estate shall, notwithstanding, be first exhaust.
The reason that the heir should be allowed out of the personal estate of his ancestor for the money given in redemption of a mortgage estate, is, that it is the personal estate which is benefited by the money borrowed. Therefore when the son fails, or when the heir inherits from the ancestor, but from one who paid off the security of redemption of the mortgage. And since one whose personal estate is not benefited by the money lends on the mortgage, commits to pay the sum due on the mortgage, the personal estate is not liable.

A mortgage of the wife's estate by the husband inures the land no longer than his interest in the land lasts. If the wife gains with the husband, unless the conveyance is for life, she, mother, heirs are bound.

In this country a wife may sue with her husband or a conveyance of the wife's estate is bound thereby.

A mortgage is not complete without the performance of a contract of a fine court, therefore if the agree to keep a fine there is not bound.

A mortgage be bastard wife of the wife estate may be affirmed by the holder after a declaration of the estate.
If husband and wife buy a piece of
the wife's estate, to raise the payment of a sum
of money, bind to the husband, the payment
of the estate of the husband is held for the
redemption of the wife's estate, or in present to
all persons claiming by a voluntary grant.

If a wife having joined with
her husband in a mortgage of her, cannot obtain
sufficient out of the husband's estate, provided
to redeem the estate, the money came in the
place of a mortgage of the husband's real
estate, definiitively to the husband, is decreed
by a redemption of the mortgage.

The rule is, that the sheriff, in action of the wife, not added to in any
matter, pursuant, owing to the wife, is her after a redemption of the mortgage.

Case of a judgment settled on the wife before
marriage, as in equity, an execution to the
judgment, none in the husband to the
judgment, is extraordinary to the
judgment, with the husband to
the judgment in action. The settlement must
be equivalent to the judgment.
Mortgage - Accumulation

The charges of the wife survive notwithstanding

an estate, subject to the marriage.

If the wife's portion is a bond debt, it is

eventually considered as part thereof,

which debt is paid, the husband receives to

the wife's share not to be taken in case of

her to pay debts.

A mortgage to the wife other

sale of a share or division entirely in the name

of the wife of the husband. If it differs

from other rights in this, that of the husband,

and make a voluntary assignment of it, it
do not make away the wife's rights but

but she still receives to her.

A wife applies on this for the bene

bene to a mortgage to be, in the hands of the

husband. This husband in turn, the wife is not

rich, but if the condition of the husband

pay in case for the application of a mort

gage to the wife to satisfy their debts, the

is not, and there is no application without

serving the wife portion

A mortgage, assignment
to the marriage does not affect the rights of the

wife to deed. Although in this state, when the

husband can defend the wife to secure by alien-

ation.
Mortgage Interest

But it is held that if the mortgage was
made prior to the marriage, the wife shall not
be bound of the equity of redemption.

If a settlement be made upon the
wife of lands incumbered with a mortgage,
the husband afterwards borrows more money
in the mortgage, she shall not redeem after
his husband's decease, without satisfying
the subsequent loan unless the mortgage
debtor notice of the settlement. Then the sub-
sequent money was lent.

Demand subsequent to settlement
made after marriage, shall be paid to the
opposite, although the notice of the settlement
when the subsequent mortgage was made.

A mortgage taken by the hus-
band to him self & wife, is clear of the execu-
rors as the money to the guarantors declared.
The wife is not bound of a mortgage to the
husband.
Of estates upon condition.

In a grant of an estate for life, to any life estate, there is neither an implied condition, that the grantee shall not make a greater estate than he himself possesses. If this condition is broken, the estate which he has possessed, if a tenant in fee for life, for seven years commit a felony, his estate is forfeited by being on the condition that he should not commit a felony. But if the tenant in fee for life, for seven years, there is no forfeiture for felony. In other words, though, may be for a greater estate paid, by a tenant in fee for five years, then the tenant shall have possession.

Conditions are precedent subsequent.

The former are conditions in the event, which an estate is to commence; the latter are such as by the happening of which, an estate already existing is defeated.
Estates on Condition

A condition is a term of a limitation in the form of an estate absolutely determinate which there is a breach of condition in the tenant the estate continues, but there is none out of the tenant next in remainder taking advantage of the broken condition. If there be a limitation over another estate upon condition, the condition is discharged by the remainder only. If the cap become the word instead of a limitation.

As a condition subsequent is void for illegality in other actions, the estate condition continues as if there had been no condition, notwithstanding standing there is a breach. And where of a condition precedent the estate can never vest.
Of Remainders and
Ecclesiastical Devises

The law as to remainders is the
same as the law of the

The maxim of the law, that
an estate cannot be made to come
in future, is to be understood as meaning,
that a future estate cannot be made to come
in future without an intervening estate.

An estate to commence after
the determination of another estate is called
a remainder.

Remainders are called in

A vested remainder is a remainder
interest in any estate, which is not
made to become a determination, it is
nevertheless, to a person in a present
capacity to take it, if the first grantor
immediately determins. If the first grantor
may continue, but there can be no possibility
any one to take in remainder; if there be more
of the same capacity to take in remainder, of
the first estate should determine, then remainder
is contingent.
By way of example, it is said, that a freeholder may be made to commute an estate without an intermediate estate.

The reason that a freeholder cannot be limited after a few years, but is not declared.

Describe the reason that a freeholder may acquire an estate, than a term for any number of years, and the consequence of this maxim, that a part of an estate to live out of a term for years must complete the whole tenor. Therefore no remainder can be a term to an estate for life, unless a term be for ever, which is done in Deeds.

If there be a life for years, and afterwards a freehold remainder of seventy years, must be made to the life of remainder for forty years, but this estate, the estate in remainder is declared. But if there is a Deed to one for years with remainder to another in fee, the remainder is not affected by a part of the estate for years.
Remainder and Reversions

A contingent remainder is left in the remainder estate, upon which it is limited to exist only when the remainder, or in the future, is determined before the remainder becomes vested.

The remainderman is not vested by a partiality of the trustee estate, in other words, they are not. This case is distinguished by a right being defined as the quantity to be conveyed upon the estate is a partiality, is instead in some cases, vested.

In this instance, the remainderman takes his estate by a partiality of the trustee in the future. The partiality is always to the remainderman himself, the lesser not his estate.

A contingent remainderman,

1st, 2nd, 3rd vest while the founder estate continues,

2nd, the 2nd, or 3rd in plant is determined.

A contingent remainderman of the interest, that the remainder may vest, be too remote, is the situation.

In 1277, it is always too remote than that of a double contingency.
"Contingent remainder cannot be less than a full estate."
A executory devise of lands is such as is not to take effect unless in the event of the death of the testator, but subsequent to the happening of a contingency. To be an executory devise it must be such a contingency, as that it cannot be void, nor annulled, being contrary to the rules of the common law, although it will be immaterial.

It differs from an annulment as it must work a particular estate to support the devise, and be limited to the estate in fee, so determined when a contingency occurs which an annulment cannot. But an executory devise is void if the contingency which is said to take effect, never by possibility, shall happen, though a greater length of time than a life, or lives in being, twenty one or more, less than twenty two years from.
A conveyance may be to a term for years after an estate for life. But the remainder of a term must be limited to one in being during the life of the last devisee, and the devisee must be to the other when a certain stipend, which will happen from, in the life of the first devisee.

By a 3d 204, an estate may be made for 204 or devise, to a man with immediate dependents, but can be reenframed no farther.

If a man grant his farm away, reserving a term standing forever, he also reserved the land, on which the term is placed for an unlimited term, i.e., as long as the term shall continue to wear there. The grantor has a right to reenforce the term, if it is real estate. If the grantor, after to himself the term given on the land, or the enframing, they are real, but not feudal estate.
Then, tenant for a term estate becomes by any means entitled to the fee simple title, he becomes tenant in fee of the land vested in him, no more and no less. The interests on the same right. But tenant in fact having all the possession, has both interests separately, if the grantee does not merge in the left.
A joint tenancy can be in rents and profits and not acquired by purchase.
The text appears to be a historical legal document discussing tenancies. It mentions joint tenancy and the implications of joint ownership. The text is written in a cursive style, typical of historical documents. Due to the nature of the handwriting, some words are harder to read than others.
One joint tenant may be a judgment to give satisfaction for himself and another who holds him out of possession. To one may be his share in the estate, be if he make alleged the debt it is a void debt.

At common law one joint tenant could not compel another to make satisfaction. It is made by the agreement.

The satisfaction of one joint tenant being the satisfaction of another, the right of one cannot be bound by the judgment of the other for any length of time. Even in tenancy in common, the satisfaction of the judgment to another, it may be a bar to him out of satisfaction.

The great uncertainty of joint tenancy. By adjudication, dedication in English courts does not abide here. Where the great uncertainty of right, dedication is at

in], 188.

be the wife of a joint tenant is sold to her husband. And to joint tenant, with his share of the estate, the devisee can take nothing.

Co. 12.
A jointure may be broken by partition of the estate. And if the parties make bounds of separation these bounds are a sufficient evidence of a partition.

If one joint tenant dies, the jointure is broken; the other tenant is common with the remaining joint tenants or tenants. But if there be three joint tenants and one a partition, the partition remains as to the other two. So if there be three, one a partition, one half to one of the others, the two are joint tenants as to two thirds.

Quere, can't a jointure complete a partition? They may meet to be quited or acquired. They cannot have an action of trespass one against another. They can claim either at common law or by it have waste against another. But one may have an action of account against another. The partition of one party is in the possession of all.
In this, when some of the parti-
tion will not divide or the parties cannot agree in a division, the mode of allowing a division is by court of partition. In this case it is essential that the court set forth his own opinion in the court of the intestate of the party in Debt, of the quantities divided, each one's interest, the interest of the estate, as adjudged by the court, a debt to divide in a disaccordance in an attempt to make a division. Those are all matters of fact which must be made out and proof is to be tried by jury. In the first instance the judgment of the court that partition to divide the share is ordered to make partition. The court proceeds to make partition by taking twelve men with him who make the decision. The court makes returns of his doing to the court who in like manner conduct in making the partition may be examined.
In this the 54th of they court were no donums, in c. normal damages given.

All the preceding till the judgment is the judgment itself or the same in c. win.

In the first instance the same it is to make judgment. But for another exception by there may only be a return to the now book of the where accord is made of the return.
of the manner in which Real Property may be acquired.

Real property may be acquired by

purchase or descent.

I. Assigns and Distribution of

Estates.

The doctrine of distribution in ovo was derived from the law of the land. The rule of law, more than an abstract of the

law, is in some parts, the law of the land; and a construction of the words when the word in the will was made. From these circumstances

it may be inferred, that it must have been the intention of the legislature, when they

made the doctrine of distribution in ovo, that the word, or, except where absolute, being only an abbreviation of the word, should be governed in the construction by the construction of the word.

By the doctrine of the estate

of the intestate depends the right to the child,

and their legal representatives, under

failure of issue, to the next of kin in the

attainder line.
States Extent of 8c

In computing the degrees of kindred the map distinctly the exact line of descent will divide in a.

We shall not go further than the children of brothers & sisters.

In distinguishing when persons are entitled to a share, whether they are entitled in the degree of a collateral or descending line, or by representation of another, it is a rule, that all the persons entitled to a share are in the same degree from the intestate, none can take by representation; but if those who are entitled to a share are in different degrees from the intestate, as some brothers of other nephews, or some children of other grand children, they in the nearest degree take by representation of their own ancestry.

It is necessary to make a distinction between the half-blood.

An estate vested in the person to the intestate, under the Act of Distribution, immediately on the death of the intestate, and before distribution. If a husbandman has his estate vested in him before his birth.
Of Distribution under the Statute of Connecticut.

In the first clause to the distribution of personal estate only, the said word relate to the distribution of both real and personal property.

In the distribution of real personal estate to the several defendants there was no difference under the Act of 1662, and the Act of 1662.

Under the Act of 1662 the several parties by such real property as the intestate acquired any other way than by descent, devise or gift from some ancestor, descended together to the same portion or fraction. But such real estate as came by descent, devise or gift from some ancestor may pass in a different shape to different persons.

In the distribution hereof personal real estate not ancestral, kindred of the whole blood are always to be held to kindred of the other blood in the same degree, but kindred of the half blood in a more remote degree. In the distribution of real estate ancestral the distribution of whole

Half blood does not exist.
Distribution of State of Texas.

In the Thanksgiving of the present year, in order to the interest thereon, and in the several of an ancestral estate, the residue of such estate, after the one third to the widows for life, of the several estates in widows being equally to the utmost devised, the intestate, tùy, also legally represented by the blood of the person a successor from whom such estate descended, the residue of the blood, and in the death of the intestate and two different communications, one the legal communication, and the other of his own. Assuming the power to be a question between the law of the state of the place of the seat of the state that in case there be no such statute or register, more or less real estate, derived from the person, which shall remain to the next heir, to kind of the father of the ancestor from whom the possession cannot possibly descend, the heir of the estate, derived from the ancestor, cannot be legally derived from the ancestor. An estate and the possession is in the right of the ancestor, when the estate came from another than a parent or other ancestor, and it came from a brother, sister, or any other collateral relation.
in blood, an oath of the estate was from the
the parent, for there can be no reckoning
in brother or sister, depended from a brother
child or other collateral relation. The only
in which their title is made of the estate is
in totally ungrounded or at the admission
the feudal construction of the point of the
blood, would be that of an estate derived
from a higher corerion than that of the pre-
rent; a son of the sire who would be next
the most true. It cannot, therefore, be sup-
posed that the legislation intended that this
would be treated in the feudal way, not to mention of them.

It is objected that, if the blood
does not mean lineage, the estate
is totally tautological. But words of the
are meant when by the blood of the owner
which is the same in the construction under
for, in the "next of kin" to, which is to the court
the subjunctive that the word "the sub-
jects to be intimated after the word. The word
of kin to" which would make the it to
read thus, "the next of kin to the subject," of the
blood of the owner." A true sense
the objection of tautology.
The first provision to make provision for the distribution of such estates of the intestate, as did not come as devisable from any parent, ancestor or other kindred by descent, devised or left a gift, says that the remainder of the real and personal estate of the intestate, was equally to every of the brothers or sisters of the intestate of the whole blood, such as legally represent them, or if there be no such kindred, then to the parents of the deceased, if there be no parent or parents then equally to every of the brothers or sisters of the half blood of the intestate, and if there be no parent brother or sister of the intestate than equally to every of the next degree to the intestate, and to those who legally represent them. This last clause, if those who legally represent them, shall be so placed, that it ought to have been placed after the words, "to every of the brother or sister of the half blood of the intestate, as this clause or words relate to a separate intestate, and from one to the representatives of brother or sister of the whole blood, as for the representatives of the next degree, whereas remote, they may be, whether of the whole or half blood, while the representatives of brother or sister of the half blood arereceipt.
Distribution under Stat. 2d

Read in the House read it continued as if
in one clause. It says "that no repre-
sentation shall be admitted after the deaths of
sisters children, if in another that the repre-
sentation of the next when shall take while
representatives must always be men under-
more children than brothers or sister children. By placing
his death after brothers or sister of the
head upon the inter pamphlet the community
of the. This justified the incompatibility of
the two parts altogether amended.
The distribution of personal property
in the same order that it appears in the 2d
(par. II)

In 2d, if no questions whether
between son or grand son, the son is to
be dispossessed. The 4th Saxondact has expressly
provided, that they shall take justly. This
act the thinks ought to be the constitution of
the 17 of Apr. 1751 to be, that, 1st
that no judgment is to be admitted, in any case
of claimants all in equal degree.

This law makes provision for
the distribution of real estate in the order
of the intestate, if father, brother, sister,
brother's wife, children, leaving them each
to be governed by the same laws of Eng.

The estate descends to issue,
of the intestate has issue, in the same manner
as it does in this state. Of the intestate has
no issue, the father takes to the exclusion
of all others, unless the estate descended from
the mother, or some maternal ancestor.

If the estate cannot succeed, be
cause none of the blood of the intestate
were left, the estate descends as if no father
were living.
Distribution under Stat. of New York.

If their lives be further hazard, the breach
shall be, without further notice, without declaration
of half or whole blood. But if there be no proof
that estate, no lesser or lesser estate of the
blood of the master, can indicate, that being
in their case, no distinction between half and
whole blood.

The children of brothers are
by an act of legislature of the State made
other persons, whether any of the brothers
be alive or dead living or not. In other cases
of descent in the ing coram law Justice.

The principal means of acquiring real
property by purchase are by Decrees
of Registration, A Deed of Execution.
of Wives

Wives were known among the Jews...
By Sect. 92 of Henry 8th it is given to
all owners of lands of a particular description
to devise them. In the 34th year of the same
parliment reign another statute was made declaring
persons under certain disabilities ineligible
doing their lands. But 18 Sta. 11 for.
these regulations are brought relation to
will.

It has been said, that where
the will of the person devising
his own estate, the will of the
testator is not to be enforced
in the event of the devisee not
being a legal heir. In the case of
suits for the recovery of the
land and where the defendant
is the devisee, the
will of the

A construction has been given
to this act of 1685 that it is

that construction being given to the

is to be given to the

It
No particular form is prescribed to a will either in the old State or in the State of Connecticut. It is sufficient that the intention of the testator be so expressed as to be understood; if, however, it be not expressed, the intention of the testator is to govern, unless the intention be to create an estate contrary to the laws of the country.

I will have so effect till the death of the testator. The will contains an innocent clause, the intention cannot be made ineffective. A dispensation of an estate by and not to take effect till the death of the grantor is a testamentary trust or dispensation invalid.

A power is for the deed confirmed by equity or a creditor. This being the rule of debts. Unless the mortgage be claimed in any one, claiming a voluntary conveyance.

I will make of recent times may be taken or not entire will be good.
Devises

No will will be invalidating the devise of
another person if another person
may be devise
made, but one entire will. And if in a will
a devise of an estate is invalid, which
is a recreation, the devise will be made
but not a total recreation, the person...

A will may be to other
distribution so as to make these nothing a part
of the will. It is also reasonable that
this writing should have been executed
with all the formal elements of will

Codicil is an addition to a will.
A legacy given in a codicil to a person
who is a legatee in a will, the will of
the same value as the legacy in the
will, is taken to be additional.

A trust depends immediately on
the heir, not as a legatee, then the heir
of in it. If there be need of the devisee to
sell to answer to any of the demands of
creditors, a lot of stock will be made
be sold enough of the fund devised to discharge
the debts.
It was long questioned in England whether contingent interests were divisible. It is now settled that such interests are divisible.

H. Blach.
The same question is raised where a man's wife under an act, the words of which are "the estate which a woman holds..."

...in some estates are divisible — in all are divisible.

A will in which there is a devise of any real estate must be signed by the devisee or by some other person at his request, for him in the presence of three or more credible witnesses, or by them attested in the presence of the devisee. If such witnesses are not complied with the will is void as to the real estate.

...of a subject of G. B. living in another country, which his land may be a will made in the manner as well have the solemnities required by the laws of that...


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The name of testator must be signed by himself or any part of will is bad a sufficient signing within the fact, but of it appears to have been the intention of the testator to subscribe his name to the will, it is not sufficient that his name appear written in the body of the will.

A will by which lands are to pass must be signed by the testator in the presence of three or credible witnesses.

The witness to the execution of a will must subscribe their names in the presence of the testator. By that execution to be lawful, the execution of the will by the testator, the sanity of the testator at the time of the execution, & the subscription of the witnesses in the presence of the testator.

It's sufficient if the witnesses sign their names at the hands of the testator.
DEWILL, Signatory.

An acknowledgment of the signing by the

issuance is sufficient, to and at the place

of an actual signing or the presence of two

witnesses. But nothing shall by an actual ac-

knowledgment have been written, except on a

wms 769 box 590

Before the last of Dec. it was

concluded to publish a bill. Since that bill

has been completed an opinion is offered to the

committee. But as the bill only affects

about fencing, it is said, it cannot

be confused or confused with. Mr. D. thinks

that the probability arising by the bill con-

cerned to what was a publication of common

law.

If a will is written on several

different pieces of paper, the whole must be

sent to the person who attended by the law

papers, but if none be not fugitive proof then

some facts can present it may be left to the

jury to find whether the whole were paper

The witnesses are said to subsist in

this purpose if are within the possible view of the

issuance. If it be done in a clandestine manner

it is within the view of the possible view of the

issuance. If the issuance is into the view of

substance when the witness for substance it

has been judged not a subsistence within that.
From the foregoing it is evident that if there be a will made and a codicil on separate papers, one executed according to the test of the other, not a testamentary, that only which is last executed is good. The reason of this is that it is believed to be that the will and codicil are in the same case, intended as distinct instruments. If two wills, if unaccompanied or on the same piece of paper, are both taken as one will, if one is executed according to the test of the other, it is not execution for the whole. It is one of a proportion to the will with more good, the codicil, which is not with executed.

If the subscribing to a will are dead, it cannot with reason be found that the testator, presented in the presence of the testator. In this case it is held proper to take up, and to find whether the testator distinctly made an in the presence of the testator or not.

It is not manifest that the recital witnesses to a will made subject to the presence of each other.
A legacy in a will to a witness
is by Stat. 92d void, & such legacy
renders a good execut. Our laws in this respect,
in the same as the Eng law before this that, if
the rule seems to be, that whether honest or
incompetent in other ways disqualified to be a
witness to a will,

Whether incompetency in a will;
which at the time of attestation the will,
cannot be altered by a removal of the disqualification
as to make the witness qualified a competent
is a point which has been much disputed in
the Eng. It. Reputable men have op-
posed on the side of competency at the
time of attestation, or being indisposed; other
not, not less respectable & equal in number,
have ridden to efficient that the witness are
competent when called upon to prove
the will. The law has proceeded according
to the opinion of the latter.

A legacy may be a subject against
a will, but cannot be compuls. to be leg.
A will devising of personal property is good without witnesses, and a will without witnesses, in which there are devises of real property, and legacies of personal property, is good, when the legacies or devises are void as to the devisee. It is clear, this objectionable, so it may often be that the intention of the testator, which is always to be regarded.

Now a rule of the law, that there cannot be a devise of any thing of which the devisee has not a definite title. This rule, however, applies only to such estates as are capable of definite. This is so far uncertain, that an estate cannot be devised by devise, which the devisee must acquire, subsequent to the making the will; but all interest which the devisee has then he made, the devisee, being left, whether in actual possession or not.

Land so devised to be conveyed may be devised by devise to whom they are to be conveyed.

As the devisee that a devise is conveyed to be done as actually done, may not to convey lands, which they will occur to be disposed of, and such an interest may be devised.
In a single case, it was said by the
Chancellor, that every trust so far deteriored
from the fund in bonds, should be
applied to the government of authorities.

A trust given by will, in some
case, a mere trust, in others a present
testamentary. The distinction is very
obvious between such trusts with a vested
interest, &deeds giving a power with income.
It is important to determine in the latter case,
what is the authority given must
be strictly executed, by all of the same
persons, or the other it may be executed by
each of the trustees in question, or by those in
whom the interest vests.

It is an exception when in the case of a mortmain trust the power
must be executed by all the same persons, in which it is vested, & if one do, the others
cannot execute it.
A declaration by one, who had devised his lands, that the person who was his heir at law should be his heir, was adjudged an implied recitation of the will.

If a second will is made on supposition of a fact which does not exist, it is not recitation of the first will. It is otherwise of the second will is made under an impression of a mistaken title. The fact of a second will existing is not, of itself, a recitation.
If a second will is made, different from the first, if the second is afterwards cancelled, the first remaining uncancelled, is revived by the restitution a cancelling of the second. If in the second there be a clause expressly written the former will, the former is not revived by a revocation of the latter. If there is any division in principle, which in the two cases it refers in the margin.

If one makes a will of his own, and marriage is before, the will as a will is, in some cases, a revocation of the will. The will is said to be, that of the will of a latter distribution of the heir marriage. Where that occurred to the principle, in that of the distribution in the will is such, that it must be presumed that the intention of the latter was to have an effect of the estate. If left his family without any strict provision, the will is good.

If a woman makes a will, and she marries, the will is void, if the will is made before the husband, but, if the reception the husband, the will is good.
If one makes his will and afterward he comes into unforeseen circumstances, such as afford a reasonable pretense of reparation, such that the disposition in the will is not such as the testator would have made. In case of second mind, if the testator should be under the influence of such circumstances, such change in a revocation.

A clear intention in the testator to alter his property devised is a revocation of the devise. An entry in the margin:

1-2 Ch. 108 2 Ch. 179 3-4 Ch. 179 5-6 Ch. 803 - A totally disregarded.

An actual alteration in the property devised may be a revocation of a will. The entry contrary to the testator's intention, the alteration does not be a revocation. But this is when there is an actual alteration in the testator's estate after making a will.
Deed's Intention.

That does of intestate, in which the deviser makes a second devise, which second devise can not take of
out the devisee's interest in the second devisee, or
for other reasons. As by reason of the devisee's,
not being according to principle, the principle being to follow the intention of the
devisor, which from a second devise it is taken
to be, that the devise not take effect.

If an equitable estate be devised, and
thereafter change into a legal estate, it is
an execution of the will, but if after a
 devise of a legal estate the deviser change
 it into an equitable estate, it is non-execution.

A partition of land between common
heirs a right of them is not an execution of the will
But if a partition of joint tenancy is not the same.

A land is devised by will
Subsequently mortgaged, the mortgage is a
novation for title only; if a good devise, the
devisor shall have benefit of the dictator's
personal estate to compensate his land,
unless it appear to have been the dictator's
intention that the devisee should take the
estate even over.
Devising Provision of

...after a devise or fee, there be a mortgage of a term out of the estate, the devisee may discharge the estate of the term by a redemption of the mortgage.

If after a devise a mortgage of the same term is made to the devisee, it will be a total redemption on the ground, that the mortgage clearly manifests the testator's intention to release. Reg. 27, 272.

A description of an estate for a sum, whether principal sum or a valuation of a prior devisee of it, is made of the land to convey to lessees to be held to carry money for a particular use. Whereupon the surplus of the assets of the sale, after the particular expenses are enforced, belongs to the devisee.

Enacting a life estate out of an estate, which has been devisee, is a valuation for tenant X not a total redemption.

Redemption go an expression of land...
Delegate Declaration

Plam'd and agree'd Thenceforward a loop to be made of them to the design, the shape of the object on the death of the late President resignation. Due to the loop to be short, then, whether it be placed in the structure, over evidence of the late President's intention to as fully open, or to be taken for a revolution.
By Act 45 it declared that nothing shall be a revocation of a will, but canceling, burning, tearing, obliterating, a second will, or a writing expressing a revocation, signed in the presence of three witnesses.

A second will executed as the will requires a written revocation to be made, but not executed as the will requires a will to be executed, was held to be no revocation.

Testimony may be admitted to show that the canceling, tearing, tearing or obliterating of the will, or the will is not totally destroyed, was not with intent to revoke... or if the tearing tearing or tearing, testimony may be admitted to show the intent with which it was done.
Publication

Publication is for the purpose of giving notice which has been and marked. In giving notice a period is made of the time of publication.

With respect to publication, the publication of the notice is not different in the laws of Reg. 6.

I will redact that for the purpose of giving notice which has been and marked, or to be taken from time to time is to be observed. It is to be noted that the notice is to be in all respects the same, that the same will not extend grief or originally made at the time of publication.

I cannot be sure of the intention.

Due in effect by the death of the decedent prior to the death.

The heirs of the decedent can take nothing.

6th 214

Publication subsequent to the death of the decedent does not enable the heirs to take.

6th 215. Do not think this is in 6.

3. The 6th of July was indeed according to principle.
DWIN. Repudiation of

A Declaration of the testator signifying his intention to repudiate, if done some years
before war or in war, does not repudiation. The
same would be in a repudiation of a will,
expressing nothing but personal property.

A repudiation, to give effect to a
will declaring a testator's property must be in
writing & executed in the same manner as
the will itself.

A will made by an infant is
considered a good will by a repudiation after
the testator is of full age.

The destruction of a second will
of which a second will contains a clause expressly
revoking the former will, is an implied repudiation
of that will.

A codicil executed according
to the Act of Powers, defeating of real property,
by a second to the will is a repudiation.

If the codicil be in a form of nomination
from the will expressly referring to the will.
Such as is granted whether a codicil that
with regard to the will, the executed according
to the last is a publication. The reason of the distinction between a codicil annexed to a will, or of a grant from the will, is properly referring to it, & a codicil separate from the will; & taking with effect to it, or that in the two former cases, it appears, that the testator had to will in his mind then the words, in the latter this does not appear. He thinks this a full and clear distinction. As to the necessity and connexion of a will, it is explicitly evident, that the testator had the will in his mind in the one case, & in the other.

It is also questioned whether a codicil relating to personal property only, the execution according to the will, is a publication. It is the opinion of Bevis, that such codicil is a good publication.

Mr. E. carries the matter still further, and of opinion that a codicil not executed according to the mode required of a will of real estate, & defining of land and property only is an implied a republication.
Of Partial Testimony affecting With

It is a rule without exception that partial testimony of any declaration of the kind to enlarge, explain, or confirm any word of the will cannot be admitted. If there be no uncertainty on the face of the will itself, partial testimony is not required to explain or define the same, but is to be interpreted in the same sense and manner. Where partial testimony may be admitted, it shall

If a partial in mandamus case, partial testimony may be admitted to clear whose

Standing the rule that an ambiguity of meaning of the face of the will cannot be explained by partial testimony, if there be an equivocal term, and in the poll or partial testimony of the whole or portion, may be admitted. An ambiguity of a sentence will be two constructions equally well

If the whole or partial known in which the executor used an equivocal term, in one part of his will, it shall be taken to have been in the same sense in other parts.
The circumstances, if the testator's family
may be proved to have the intention of the
Testator in the will.

Testimony may be admitted to prove declara-
tions of the testator, or omissions for the
benefit of substituting or equities in an implication
of that. Then the construction of a will to diff
be to, from the legal construction, the construction
of equity is called an equity of testimony, and did
to show the testator's intention, that the legal
construction should be given.

Such small testimony will not be
denied to have an intention in the testator, but the
construction of Eq should be given to a will which
would have had a legal construction.

Such testimony may be let in
in that a legacy was given to four persons
of an agreement, which agreement had been fulfilled
since the will was made.

Such testimony may be
introduced to clear fraud in obtaining the will.
of Jurisdictions of Courts
with respect to Title.

1. Act with immediately on the
issue it does not the
shall be of

2. Act with immediately on the
issue it does not the
shall be of

No. 186. Sec. 1. The section of the
provision that the

2. By

more than one to make void a will for

Act 252. That the

and shall be taken within

Notwithstanding the above, not if

1. By 283. Of the

the said subject of certain

Act 253, on a will
Dying Wills.

If one subscribing witness testifies to the execution of the will by the testator, the subscribing by himself of the other testifying for 200 in the presence of the testator, it is in a Delaware "written and subscribed" writing sufficient to prove the will, but if the subscribing witness must be examined of this can be had. The execution of the will too is adopted in a.

Hence, this may be done, and nothing to the rule in all other cases, to delinquent the last among the subscribing witnesses as a will, & subscribing witnesses may be introduced in their own execution.

The execution of a will, bringing for some authority, or if, for instance, the evidence of the subscribing witnesses is not sufficient, or if, for instance, and the form of the will, it is a rule of the law, that a deed of the same estate to another who had taken by deeded a void, this heir shall take by deeded notwithstanding a void.
By the law of N. it is immaterial what
the will be construed or taken.
the devise in favor of a testamentary
child, the devise of the wife takes by descent the child has a
right of by devise she is reduced.

3 Yor. 519
1 Nott. 322
1 Will. 82
2 Sess. 188

If there be a devise of land to pay
debts, or nothing more of the testator's intention
expressed, the devise is revoked in a provision
made in case of insufficiency of personal property
to pay debts, if the devise estate is not to
be applied to the personal effects are exhausted.
But in express intention of the testator
that the land devise should be first applied,
will, except the personal goods.

Under the laws of N. all property is liable for debts; half the personal
one, if there be real estate.
from the effect of the debts. It De De
Doubt whether the intention of the lessee is the
principle which governs in shaping the
pecuniary estate to pay debts where there is a risk
of land for that purpose. If the lessee's
intention is the governing principle, the
decision of the law is not applicable in this
country. Of the same expression with the
same degree of explicating, as necessary
to show the intention of the lessee, in one
country or in the other, the lessee's
right remains to be an intention in the
law to favor the lessor. Our law has no
such peculiarity in their laws, if the reason
of the construction, ending, the construction
itself stands on a different one may be given.
If given, it is not a different or one
country. In this country funds, as well as
pecuniary estate are charged with every species
of debts, if a debt of real property to pay debts
does not charge the lands, when paid, and
with the which without a debt, but in any
according to the construction given to each
a reason, the debts, mean to charge the land
with debts, with which it would not otherwise
be charged.
I am bound to pay all my debts, debts of this devise as are bound by the Statute of Limitations shall be void. This Mr. B. thinks it was not unusual to pay debts by that method, that the length of time was limited to evidence of payment.

In case a voluntary bond is sufficient to all creditors, but preferred to their other debts. Under our law, for the settlement of rents, and estates, a different rule of the estate, in more than sufficient to pay all the debts, is insufficient to pay all the voluntary bond debts. If the voluntary debts are at large, the claims of creditors for valuable consideration can be but partially satisfied, if the estate is to be sold. Mr. B. thinks such creditors should, whenever that is or may be allowed their claims after the other creditors are satisfied.

If land was bought by a special purchase, and not by any other special purchase, it is a refining and taking from the heir. By the law of 17, 17, 17, others generally depend on the same person, who is entitled to the personal estate of the devisee.
In the event of a legacy to a person in law

... the estate is not a trust.

In fact, estates in persons are not created.

A will may be revoked.

The will must be revoked.

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Of Execution

Is the leg con law then kind of execution over known? e.g. - the lease for
- the free fasces, not the captivis or satisfaction.

But in no case of the levy of an execution on a seigneur, in a condition action void in the certificate
till on his own lands, except the use of an execution against lands of the heir.

The equitable ad solution comes in an ease, and the levy of no court originally to
be had only on a judgement for a debt. By a decision this action is most used in all cases, the only
complaints in lieu of a lease by an
warrant, with the declaration in a contract to the execution follows the court and not the de

A lease for a life is an mortgage
the goods and chattels and lands of the debtor. If it be
limited in the land it entitles the creditor to
the rents and profits only of the land. It does not
reach either with a life. Rent may be taken by
the same, in the lifetime of the debt. The creditor
enforces by the execution of the land.

12th July 3d 174

Statute 174

The party particular in presenting the manner of selling personal
property.
Real Estate Administration

A tenant in a fee, for is an estate for the good of inhabited only. Good than taken on a life, for is to be sold as if on a life interest. There must also be a sale of emoluments taken on a fee, for. But emoluments taken on a life, for are applicable to the creditor upon an annuity.

A term of years may be taken on a fee, for, but does not vest in the creditor. It is to be reposed or may be extended.

By a deed of trust, an estate can pass which may be depended upon for the free and equal estate of the creditor. Personal estate is taken in application to the creditor. It may also be vested in one half of the debtor's real estate if the lands are in need of extension to the creditor. But this does not restrict the use of the land. As a subsequent statute provides, that all the lands may be taken if extended.

The lands of a given and a single or in all personal actions, this is with the goods which land and body of the debtor. Personal estate is to be taken in preference to real, as the personal estate is turned over to the creditor, he may not take this body. If personal estate is not to be found, the creditor has his election to take the lands or the body.
A. Estate by Execution

By the Act of 12 Geo. 3., in T. 1743, with the fee of them in the executor. But
lend the land of which is in the debt, are
the only tenants mentioned in the Act.

The Act provides that goods and chattels
lend on or over shall be held as part of the
property on which the Act is for
conveying, but to be omitted with the
entire estate on the land or the estate
which cannot be bred to the first. When
such Act fails of having more proportion,
the law of equity to be followed.

If one wishes to purchase a lease of his land, the creditor can have no
secured by any provision of the Act of 1743,
the land, but he may keep them and
entrust himself to the execution, which, if
the lease be for a long term, can be of little
value.

As 3, that the laws of equity may be
applied to, in this case, if the creditor by
tong of the execution, become the landlord
of the estate.

1/2 of the debtor's estate is
a lease for years, then the interest in one prou
vision, by which estate can be subjected to the
penalty of the debt.
By the day coms this pair does a gen. his upon the lands of the debtor at the date of the judgment which was the first day of the term, 6 of the debt, unless them after that time they were still held by the debt. By a deed of the court, it is provided that the lands shall be bonds only from the time of judgment actually issued.
An act to amend the personal estate of the debtor from the time of execution into the hands of the officer.

In the event of attachment, the record of the attachment of the personal estate of the debtor is to be served upon the sheriff, and the sheriff is to deliver the personal estate to the creditor. If the personal estate attached cannot be delivered by the sheriff, but remains in the hands of the officer till the judgment issued is satisfied.

It is an opinion that an attachment is not such a lien upon the property as to allow the whole debt of the debtor to be satisfied, if a judgment issued before judgment issued is satisfied. Mr. Br. doubts this doctrine.

If an act be after the time before it is heard, it is by the rules of the court, to be collected out of the recovery. But if satisfaction cannot be obtained, or out of the recovery, money may be had out of the estate.
If a creditor resells the debtor may levy it on either; of the debtor whom the debt has been collected, may compel the others to reimburse him.

If one debtor die after judgment before execution, execution must be taken out against the survivor, but it is necessary to suggest on account the death of the deceased debtor.

If after judgment of before or the debt is not executed can be issued anything, but the creditor may have a reissue payable on the judgment against the one of them he may have can against the one. If an execution has been issued before the death of the debtor the officer, unless the can be a can may proceed to levy on the property of the dead. But in the money can be impounded by permitting can to be levied after the death of the debtor.
If the creditor dies after re-pledge, there is no objection why the officer doth not proceed to levy except that the form "that the 3rd" requires that the money collected be paid to the 3rd, which cannot be literally done after re-pledge. Mr. B. thinks this objection is weak of that purpose to the 3rd to payment to the 3rd to confirm the law.

In many cases, it is the practice of producing money satisfaction to the creditor. When this happens, it is the practice to obtain a new 3rd. In many of the cases Mr. B. suggests that a new mortgage be provided with. Such is the case when an 3rd is levied on a first mortgage, on one who has a pretension, when a prisoner escapes. When a prisoner escapes if there is anyone who will affidavit before a notary and can be obtained, it is usual to return him by a copy of the 3rd.
Um to Recover Real Debt

When a person declares he has been
longe retained, if the creditor of the will lay
on the goods or estate of the deceased debtor,
must obtain a new writ.

If on hath been tried
on properly not the debtor, then must
be a new writ.

If one of twojurors dissent.

agst two persons for one. The same case
has been satisfied. The creditor must
be taken on execution at the other judge
and lay it on the other debtor, then debtor
has his remedy by an audita quarelia.
His offer is not made in this case.

An audita quarelia is the reme-
diy of one who has been liened upon after
injunction of the judgment by the bonden.
And if the debtor refuses such delivery
to the officer, he may still go on to
lay his case, nor being obliged to the
offer him self the hazard of the verdict
being genuine.
Door may be broken to lay open
in a civil action, to execute an original
process, to arrest a prisoner who has
escaped, to take a man dead as in
the keeping of another. But the doors of
a house may not be broken in a civil
action, to search the body of the owner.

As has been mentioned before,
a man may protect himself in his
habitation. A D.C. thinks, nothing will protect
a man but his domiciliation.

A D.C. in support of these to
an embarrasing looking to arrest the body
the court is void.
Alienation by Deed.

A man may not sell land of which another has the high grant when he claims a good-title. There is this exception that he may sell to him in possession if one sell land so circumstaned.

Co. Lit. 269
it is a crime, which the law punishes.

Such a one was a crime at common law, and the Statutes of Henry 8th were made in of- furrence of the common law, prescribing the punishment annexed by the com- mon law. The Statute of 1. is almost a literal copy of this Statute.

It has been said that if the

factor out of possession enters the money

convey. This being admitted the whole

interest of the Statute may safely depend
de.

Estate of Felicity there can be no

present objections are not within the

province of this Statute.
The conveyance of land by a free man cannot convey his lands, if his defability is from the commission of a crime. The reason of this defability is, that by the commission of the crime the estate is forfeited, and becomes the property of one other of the defability of the free man, alone or in contract.

A conveyance made by a free man under duceps may be avoided by him.

By the law of King James, a free man might make a conveyance of his own estate by a fine which would bind himself, his heirs or her husband, if the same be in fine. If the husband does not join, both negligence, doing no act to avoid it, the fine binds the wife and if the husband may disengage to the conveyance, which disengagement of the conveyance is in ut po, for the conveyance cannot be set aside immediately, because of the husband's interest, so the law of England is not suffer a free man to convey in future.
Situation at Death

It is the law of England a person who is
common to future. It is thought, that
a sum court may carry her subjects, with
out the consent of her husband, but not
so as to deprive him of his interest in the
property. This could be an infringement
of her rights, that a sum court under such
acts, with only, or without affecting the
marital rights of the husband.

A sum court may be a person,
what? but the husband may defeat the
marriage by a declaration. A person
sum court after the cohabitation has
determined, avoid the contract, or her
husband may not, until the recover the
husband has offended it, after the cohabitation
determined.

An claim may be order for
years of an bank for the benefit of
merchandising.
Of a Deed.

A deed must be written in print, it is said, on paper or parchment, and in English. The formality of writing will, may be depended on. It ought to acknowledge a good or valuable consideration. If mention of any consideration be omitted, such testimony may be admitted to show an actual consideration.

If a deed acknowledge no consideration no testimony can be admitted to show that there was no consideration, but to show the alleged consideration testimony may be admitted.

If there was in fact no consideration, the deed acknowledges none, the grantor, the grantee, and judge isBound with the legal title of testamentary for the grantor as well as for the grantee, to the grantee in trust for the grantor.

An action of a consideration where a consideration acknowledged cannot be used by the grantor, yet it may be accorded to a third person who is a creditor to the grantor.
The practice may show that the actual confirmation was greater by
y. 1st. Sec. or something different from that which
the deed mentions as the confirmation.

It is a general rule, that a voluntary
conveyance is void as to creditors who
dead an interest to such conveyance. This
rule is founded on the greater equity
in the creditors of the creditors of those in the case
of the voluntary grantee, and the
presumption of fraud arising from
the nature of the conveyance when
it operates to defeat the claim of
creditors. If the circumstances of the case
are such as to remove all presumption
of fraud to defeat creditors by the con-
veyance, the creditor is chargeable
with any degree of negligence in col-
lecting or removing the debt, the vol-
cuntary grantee shall not be held res-
gist the estate in favour of creditors.

Mr. P. submitted that the presumption
of fraud, if want of due diligence in
the creditor must both concern to
promote the creditors are chargeable
by a voluntary conveyance.
No presumption of an intention to defeat a creditor, who becomes a creditor after the conveyance, can legally arise. A voluntary conveyance is therefore not to be avoided in favor of such a creditor. It is, however, questioned whether the conveyance is not void, as to subsequent creditors, for the purpose of defeating prior creditors. But the policy of the law is to discourage such conveyances by making them void or to the quantum of any prejudice to an estate so affected. If may be defeated by admitting a subsequent creditor to claim against a grantee in such case.

And if by for three years or life, then three years are in last, in some cases, good. In O. the Act makes void all leases of land.
1. The premises are the first part of a deed, and a description of the grantor's grantee, the consideration in the sale, a description of the lands to be sold, a conveyance as to the quantity, situation, and boundaries.

If the land to be described as lying within specified bounds, the grantee takes all comprehend within those bounds; and not more nor less, of the number, lines, or those bounds last stated. If the number, lines, or those bounds last stated are not mentioned in the deed, the grantee has no claim as to the grantee in amount of such deficiency.

If the description be by

1. Measur'd, the grantee is entitled
to all comprehended within those measur'd

2. Describ'd, it is immaterial whether
the quantity of land a number of acres be
greater or less than that mentioned in this

3. Deed.

But if fraud or deception has been
practised, an action for the fraud may be
If the land be described to include a place mentioned & extended in a certain direction till a given number of acres is included, the grantee is entitled to the given number of acres if not more or less than the grantee's land does not extend so far as to make the number of acres he was entitled to the grantee by the deficiency.

2. The second part of a deed is the tenement or the quantity of interest which the grantee is intended to take. If the quantity of estate be given in the form as it cannot be enlarged or extended by the husbandman, and if the estate given in the present breach clearly & accurately defined, the husbandman may seek to explain that interest was intended in the premises.

The tenement is on the country right & unmeaning.
3. The covenants of refusals warrant an another part of a deed. Covenant of refusal is covenant that the grantor is the owner of the land and has a right to dispense with the covenant of warranty. A covenant to pay all costs and damages, which may accrue to the grantee by reason of a rightful claim by another to the estate which the grantor undertakes to convey to the grantee.

If the grantor finds that the grantee was not well advised he may immediately bring his action on the covenants of refusal and make it to the other side. He may not wait till the title is voided. If he sued that in this action the plaintiff proves that the refusal was another and that in whom it is. As those might be great difficulty in showing or when the title is, especially where deeds are not registered. Is it wise to bring the matter of showing more than that the refusal was not in the grantee.
The action can be had on the covenant of
peaceably tending. And when a suit is brought
for the plaintiff to evict him, he neglects to
notice the plaintiff to set the damages of costs
which may be awarded on the covenant of peaceably
to give notice to the plaintiff. If
the neglects to give notice are more serious
reversed than the covenant of peace.

Another consequence of notice is that
the plaintiff, having notice of the suit, is
called by the defendant and the plaintiff
cannot afterwards set up notice being inefficacious.

That the plaintiff has knowledge
of the suit after the plaintiff has been told
not sufficient notice, he ought to be required
to come in & defend.

It can lead the court Damages
over the value of the land at the time
of the purchase.

The rule: Defeas in this country
has been the value of the land at the time
of eviction.
The county of Iredell

In the county of Iredell, the

The law of the quarter of the

The question of whether in this county, as in this law, one ten, or liable. The reason

of making a distinction between the two cases is that one is real estate, chargeable only when the heir is bound; in the other, the estate is liable in the hands of the

for every species of demand.

In a quiet claim, and there

are no covenants, out of the quarter can

not arise, the quarter may recover the
covenants, and if the bargain

be a bargain of the said, the quarter will be

being known to be deceitful, the condition

cannot be enforced back.

The condition is necessary

part of a lease, but has now nothing to do

with a deed.

The condition is not a condition

is to be added.
The Field of Deeds

5. Another part of the deed is the date. This includes the time and place of making the deed. Of this time be a day or month or
the time. The deed must be under the account in, but evidence may be given of the true
line.

6. In every deed must be read in. In it is
doubtful whether the formality is necessary.

7. It is sufficient to read, that it be dated. It is the delivery of the true time
of its making.

8. Deed testimony may be de-
mitted to contradict the date of conveying the
true of the deed. The rule which states
from the cause, of determining when testi-
momry is to be admitted to a new or old is, that
of the equity of the case requires that the true
date shall be given testimony is to be admitted
to show the true date of the equity of the case
require that the of being a true given, that is the
date. The true date or not no testimony is
to be admitted to show any other than the of your
Date.
The facts of a deed, as defined in a. c., are certain and decisive evidence of delivery, but it may be destroyed by subsequent testimony. This feature of a deed as definite evidence in the absence of the instrument creates a necessity for admitting declaration as preponderant evidence of delivery.

It is said that a deed cannot be delivered to the party beneficent on error.

In the book there is an apparent mistake in the point. Mr. B. thinks the rule to be 8 to 2 in this rule. He thinks all the cases reconcilable, that the condition is to be immediately performed, if previously to the deed taking effect, or having been delivered, the condition is good, but if the condition is subsequent, not to be performed till a future time, the void condition, the delivery being made to the party.

As common law requires it is necessary to a deed, the Act of 1814 requires that there be two witnesses to a deed. A form of document is required as provided in the Act. Neither of which can be a blank or any other form.
It is a general rule, that the act last in record takes precedence of all other deeds, that of a prior date. In this rule, all cases are exceptions where deviation has been made to patch the prior deed on record, when the subsequent grantor had knowledge of the prior deed.

It has been adjudged, that if a creditor, knowing of a prior defect in conveyance, gets to himself a good conveyance of the same land, he shall get therein, though he said in his note, that no distinction was to be made between a prior debtor, who is a creditor, or who was not a creditor. As regards an exception, a certain part, out of a general grant, to one acre, out of a manor, is good, but an exception of a certain part, out of a certainty, as one of twenty acres is good.
The title of the page is not visible.

An action of a Deed in any part, however small the action may be, if made by the grantor is void. If the action be in another, and the part by a stranger, and by pro-\n\ncurements of the grantor, the Deed is not

An action, even by the owner himself, if made with an intent to defraud, is not forgery, nor does it make the Deed

If one having capacity to make a Deed in his favor as an infant or some other, makes a Deed, it is a void Deed. If afterward the person attains capacity of the Deed be delivered, it is still be a void Deed.

If a Deed be void for want of capacity, at the time delivering, or before it is made, a new delivery in name of the maker attains capacity makes it good.

If one who has capacity to make a Deed, but as a reason of some impediment, as not being of age, he cannot at the time make an effective delivery, deliver, and Deed as an excuse to be afterward delivered on his Deed, a second delivery when the impediment is removed, is good.
out one, also her not present, at the time of delivery to make a deed effectual by action of some impeachments; unless a deed of delivery in the impeachments is made, and after a second delivery, the deed is invalid.

A deed from which the seal is taken is void, but if the seal be taken while the deed is in the custody of the land, the deed is not void.

If a deed be made to one who has not agreed to accept it, it is made void by the disagreement.

It has been contented that the property cannot vest, till there be an agreement to accept. The truth is, that generally the intent is to vest, but an agreement to accept, shall be denied by a disagreement.

A deed may be set aside by a decree of a court of equity.
Of the several species of com. law

1. Promise of conveyance of an estate was

2. A gift is properly opposed to the creation

3. Indispensable requirements are said to be

4. In conveyance of such an estate,

5. If a life is more than a fee simple or

6. A fee simple is created in a corporeal

7. If the county, which was a gift of an estate,

8. Exchange, which was a gift of an estate

9. Whether both equal in quality, the

10. Both estates in fee simple, or fee

11. The life of a life estate is not

12. The life of either

13. As surrender is when he who

14. If one having a lease of either of all

The species of conveyances are

Newell

In each species of conveyance, found on Stat, is also called

A bargain sale, under Seal, or Relief
A conveyance by bargain and sale is a real contract in which the bargainer for a valuable consideration, covenants to convey to the bargainer. This such bargainer becomes suitor to the use of the bargainer, of being then subject to the use of the bargainer. Now that suitor vests the legal estate in the bargainer, it thus completes the free estate.

The conveyance of a lease and estate is effected by a lease for one year made by the tenant of the freehold to the lessee, by which lease the lessor becomes suitor to the use of the lease for the term of one year. Then the lessee refers to the description in the lease. The lessor becomes capable of taking a lease from the suitor of the freehold, whose son to the like as a lease of his interest in the land, of which the freehold is comprised. In consequence of this common recovery see 2 Black. Co. 943. 96.
of title by occupancy.

By the common law of England, an estate is
relegated to and perpetuity, so that it ceases
only at the death of one who has an estate for the
life of another, before his death of him. In short, life
the estate is lasting, in open to the first occupant.
The estate is one of an estate for
vita viæ, without an owner, except when
the grantee is the grantee for life, without naming
another, or, as anyone
takes if the grantee should die before
him, the whole life it is granted. By
Stat. 14 Geo. II. 27 and 28 Geo. III.
it is provided that the estate of an estate
for years viæ, after the death of the
grantee shall be devolved on the hands of the
or an annuity to pay debt or discharge
among those entitled to the personal
estate of the tenant for years viæ.

In this advertisement of real estate
for the life of another, is doppelged by no
Stat. It may be devised under the Stat.
which gives power to all persons, having any
interest in lands, to devise it. In other
references it is one of common law and to our law
should apply the provisions of the English law.
Title by Encumbrance

of islands rising in the sea or rivers,
or the utilization or the destruction of the water,


In some countries the sale
of rivers & bays is assigned to individuals
as private property; the sale of large rivers
of the salt of canals of the sea is public
property, & not of property to any
individual.

The title of land may be changed
from one to another by forfeiture for the
commission of crimes. In this country
there are no laws creating forfeiture for
claimers.

By lands conveyed to an
alien go to the crown.

By the loss of
real estate for loss of years forfeits the estate to
him in reversion, by detaining to cause
a greater estate. Then he had in the
lands, this was founded on feudal reason,
which do not exist in this country.
Of Remedies for Injuries done to Real Property

Of trespasses

An entry by one into the house or the lands of another without authority or for an action will lie. If the entry be for something more than convenience to do some act, which the person entering has reason to perform, or to take a Seth or the away his own the party, it is no trespass. If, however, the injuring of the entry be such that more than nominal damages would be given, action of trespass would lie.

One may be guilty of a trespass by an entry of his cattle, or of cattle in her drifting upon the land of another. If the cattle enter this the same of the owner of the land, if that same be an insufficient fence to prevent cattle or ground, trespass would not lie. Intended, that if cattle not should remain at large in the highways break into the land of any one from the highways, the owner of the cattle is liable for the damage done, however insufficient the same may be, this which the breach is made.
If damage is done by cattle in the keeping of one not the owner of them, the man who sustains the injury may elect to take his remedy against the keeper or owner.

The man who has taken his remedy may take his remedy by an action of trespass, by taking and impounding the cattle, but he cannot have both remedies.

Then the cattle are taken, they may be reclaimed till the damage is satisfied... if the quantum of damage cannot be agreed upon by the parties, the cattle may be taken from secondly a writ of assistance, which brings the matter before the court, who will decide whether the taking was wrongful or that it was rightful and of just damage.

One not to be suffered at the time of the trespass committed, cannot maintain trespass. But anyone in good faith, claiming to hold the land may trespass as if a stranger.
Defence can have trespasses before entry against defendant for the trespass, but for any act done after the defendant can not have trespasses before entry. After entry the defendant may have trespasses, not only for the defendant, but for all the damages of holding time and of possession of the improvements by the defendant or any other person between the defendant and the owner of the owner.

It is questioned whether the defendant can, after request, have trespasses against one to whom the defendant endows liquids. The law seems to be that the defendant alone is liable.

As to the remedy of an action, entry of partition before trespasses can be maintained, the law of E. 24, 15, is the law of E. 3, 15, was no one, acting a right to the possession, claiming against the real owner, if there is a vacant possession, the right that owner is always so in possession, that he may have trespasses for the wrong done to the land, whether he had ever been in the actual occupation of them or not.
This action lies, as every one acting & suffering in the thefts as well as 
against them also actually committed it.

 tenants for life or for years is 
liable for acts committed by himself or 
another. He may have himself or any 
one else commits an thefts within estate. 
The theft may leave thefts, in the pledge 
the prosecution of the theft being confined as 
the thefts in this person theft a crime 
very; in this case the thefts is not liable 
for the injury done.

In this action the theft 
to the land may be tried.

If in an action of thefts tried, 
before a juries of the place, theft to 
the land is pleaded, the juries of the C. 
cannot proceed to give judgment, in such 
case the juries take a bond from the 
Defendant (which is always a bond, 20.1.) 
to pay for the theft. This gives an idea 
by a bond of 6.
The mode of preparing lists according to
the land as surveyed, is to take a copy
of the justices record of the lots entered.
The action in the county court. This mode
cannot be pursued if the action of trespass
be brought in a county, not the county in
which the land touched upon lies. An ac-
tion must in such case be brought against
the owner of the land, or the holder of the
bond tried.

If this bond be fulfilled by an ex-
gact copy to perform the condition by
being the title pleaded, the whole sum
of the bond will be recovered.
Of an action on the case for

Nuisance

Nuisance are public or private. For a public nuisance no individual can bring an action unless he has sustained a special injury.

At common law a want was sometimes a
sometimes causes for the benefit of another a
nuisance, or an abatement might be with
out notice or suit. The want of a want of if
a nuisance may be abated if a public one
by any individual of the public, or a pri
cate one by the individual annoyed.

But it is no justification for a
breach of the peace, that it was done in abate
ment of a nuisance.

If one enter upon land of
another to abate a nuisance, it is no jus
tice.

If an action on the case
for a nuisance, all damages sustained
at the date of the action are recoverable.
If the nuisance be continued, once action
may be had for the greater damage,
which accrues.
If two bulls, so as to overhang another, near the water from the one to the spring of the other, it is a nuisance. In what manner it is a nuisance to obstruct the ancient lights of one's house, to corrupt his water, or to receive harm of the like by stopping or diverting its course, or corrupt the air about the dwelling of anyone, so as to make it unhealthy or offensive, by carrying odors thereto and there which produce such effect.
Of Estate

No one not entitled to the inheritance can have an action of ejectment; nor can the tenants in tail of any other than a tenant entitled to the inheritance.

The damage received in an action of ejectment, even at common law, can only be recovered by that tenant who is entitled. The damages are recoverable.

Trespass may be committed on the owner's land or timber by either voluntary or involuntary

[Text is not entirely legible]

By the laws of this country, the tenant is obliged to keep the building in repair. If he fails to do so, the landlord, he is exempted from that duty. If a tenant thinks this unjust, he can remove to the country.

Tenant may cut timber to repair without committing waste. But if the repairs are necessary to prevent it, the tenant to cut timber to repair them.

[Text is not entirely legible]
If a lease or tenancy be granted, it is to be understood, that the lessee or tenant must pay the rent or rentage. If the lease or tenancy be to a man to make the uplands arable, it is not in the lessor or landlord to make the uplands arable.

When it is intended that the lessee shall cut the timber on the land, it is usual to insert in the lease, without any mention of such a provision, now amounts to no more than a sale of the timber, and is not considered as part of the contract.

The lessee cannot recover the rent or rentage of a second estate interweave, unless the lessor of the land.

The tenant has a right to use the land, but if the cut is made for fuel, then it is cut as a tenant for fuel, while three in day, it is cut as a tenant.
Mr. Broom thought it would not be

confident to ask the tenant to clear the land

on a new farm in this country, since it was

intended to clear the lands for cultivation, that

the tenant might receive benefit from the state.

The Ing side relation to estate,

which are ancient might have been consid-

ered in the law of this country, have never been

regarded in the very few actions of waste

which have come before the courts.

This is but a small point of the law of

waste that is not necessary in this country.

Mr. B. replied that such part only of the

law, as is applicable to the state of this country

would be recognized by our law.

In all cases where an action

at law may be had for waste committed

by a tenant, an injunction to stay work

of no work is for others. The action can be had at

law for the same.

In the following case, 1 will

grant an injunction to stay work, the action

of this can be had of the waste committed.

Thus, whether any tenant is tenant in tail after

the possibility of his extinct, if the waste be
extravagant was a tenant to recover a property that contained a mortgage on it. The tenant, without justification, committed malicious waste. The court, however, ruled that the tenant intended to commit waste, and the court dismissed the case. In one instance of this malicious waste, a tenant, who was allowed to reside on the land, was granted a tenant for life under a marriage settlement.
Of ejectment.

Of actions to recover real property, which are new acts of eje. See Black. Com.

If the true action of ejectment, which is the action by which the possession of land is obtained, is Black. Com.

Ejectment is the only action in court for the recovery of real property. This is from the action of the true actions, except that the object partly in this court that at a certain time (it is immaterial at what time, whether several years or not) incontestable possession of the land in question, and that at a certain time the defendant himself of possession. And to prove possession the time is sufficient to sustain a title.

It is in many instances doubtful whether the injury done is one entire, or only a trespass. If it is, it is a different thing. If the act done be injurious, the party may seek to enforce himself out of possession at once. If the owner seek to confirm his title, instead of being ejected, the defendant may reclaim the same or disaffirm, which being done in court in the records of the court, he loses the right to any claim of title in bom.
In such actions, if, after all, more than nominal damages are recovered in ejectment, 3d. or the deficiency from the whole damages and recovery; either is correct. In all cases, since even nominal damages are recoverable, it is not to recover the major profits. It has been very lately questioned whether this action for the major profits is maintainable. The rule of decided in favour of the action.

In ejectment, for the minor profits may be in the name of the real or nominal defendant or the ejectment.

In an action of ejectment every defence which can be made, may be made under the general issue, except the bar of limitations.

The bar of limitations has been construed to take away the weight of justification only, so that, on appeal to an ejectment, all the evidence in ejectment was heard. This construction has been contended for here, but the court adjudged that the plaintiff was entitled to both, as well as the right of repudiation.
No title can be gained by purchase in
west of common law lands. No other, however, enters
unless doubts as to whether a title may not be acquired
in such lands by prescription when one has con-
stantly gone upon the lands of others without
his family.

It has been argued that an
actual possession of undisturbed lands for 15 years
when the fence was supposed to be in the
proper place, but in fact, was upon the
lands of one, gave no title to the other.
DF possible entry
and Delaine

The remedy for possible entry, S.

Delaine depends on plat filed in Eng. Nov. 6. The plat
of 1821 is considerably, the same as the Eng. plat, bu-
the one is a little different. The construction,
therefore, given by the Eng. to the plat, may
be considered as the law of 1821.

The phrase of possible entry depends
and upon the question is about the title of
the lands in, for the same or the same place
a possible entry to remove upon successive lands,
when the lands of another

An entry to complete the of
possible entry, must be with such fur-
ishment as might occasion true. A mere
entry may become possible, by the commission
of any unqualified evidence or entries of the
entry. But an entry with power, for the
purpose of the party then to make possible
entry upon another, or to do any other act
of evidence to another, is not to be later
than the expiration of years after whom the
entry was made or who the owner of a possible
entry.
Not only with a number of others armed with clubs or other weapons, nor an entry by one alone armed in any manner, or an entry by one alone unarmed, threatening personal abuse to the person or his family, is considered an entry with such force as constitutes forceable entry. But threatening violence to a man’s property, or such force, threatening personal abuse to his person, is not sufficient to constitute forceable entry.

All persons aiding, abetting, or in a forceable entry are guilty, as principals of the offense.

If any attempt to make forceable entry, is said in the attempt he is guilty of the offense.

A person stands before forceable entry cannot be hindered, but the.q. If will give judgment to whom the man has been trained out, without regard to whom the estate in fact belongs.

The question is, whether an action for damages can be maintained against the owner for forceable entry.
The same force is necessary to constitute the offense of a forcible detainee, as forcible entry, if the same force is used in one cap as in the other.

If the owner presents himself before the possessor, and the estate has determined that is guilty of a forcible detainee. The same is the case if one, having obtained an absolute possession of that which is not the owner in effect that you again take care.

If the same is in the act of ousting the owner, or the return may unpropitiously make with force. It is no offense. This is tenable on the ground that the owner not condemned as having lost his possession by the taking of the other person.

A forcible detainee cannot be by the owner. If in case of a forcible detainee, he is entitled to present detaining whether the title to in the title or not. But contention of a forcible detainee does not conclude the party in its title.

If the same attempts to make entry by force, the possessor defines as open with force, the owner is guilty or a forcible entry as the tenant of a forcible detainee.
The leave for the last act.

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The main in satisfaction of a thing
under whom the estate ran, all taken together,
had a satisfaction of fifteen years. It is sufficient
therefore to convey the title, the satisfaction for one
of them taken separately has been for that same
of time. And the title of the same of one has
satisfaction under a long of one ran in the land
by grant.

Then the Act of Limitation has
not began to run, notwithstanding the
state fall into the hands of an infant, for
which if it continues to run.
Possible Situations

In any case, the rule of the highway is that the land on both sides, the land
facing the road, may not be cut into, except by the owner; but that of the
other side, he is not liable. In the right hand side of the highway, belong to
the inhabitants of the town, since the lands are given by them in trust to
the town if it is in their town.

In any case, the reason that the trees,
planted on the highway belong to the owner
of the land on both sides, Mr. D. says, partly to
that the land a greater advantage than their
own by that portion, having been in the
enclosure of that advantage, as one may
consider them. If this the reason it may
and to have to tunes trees belong giving
the highway to the country.

Mr. D. states what may be
acquired under the act of limitations,
to a part of a highway, by including it in
a town of thirty for fifteen years, this
part of the town.
This is a question whether the double damage given by the act for a breach of the peace in injuring to a person, carrying away his goods, or destroying or making a breach or bridge, can be awarded if the person has been guilty of the act. If a majority of the jurors present decide the party damaged may be given the act, the opinion is rejected to this decision.
Of the Law of Evidence

It is a fundamental rule in the law of evidence, that the best evidence must be produced that the nature of the case will admit. It must be understood by the rule that the best evidence which ought to be given in the case of the same nature is alone admissible. It must be the best evidence in the power of the party to produce in that particular case.

And testimony may not be conclusive to a thing in dispute, unless it is
Judged to be so. And hard testimony is admissible in that of the case, amounting which was intended for the matter to have been in writing, & left out by mistake, or to avoid design.

Testimony of what another has said is not admissible, that a statement has been heard by any agent himself, may be shown. It has been contended that evidence in the matter from may be admitted to what he said when no dispute existed one way or another. This is not admissible.
Law of Evidence

To prevent the impeachment of testimony for absence, by showing that the witness has, at other times, told a story different from the testimony given before the Ct., but a party may not in this way impeach the testimony of his own witness.

For a question in the las. whether another witness may be called, in corroboration of the testimony of a witness, that he has at other times told the same story which he tells the Ct. In. witnesses are admitted for this purpose, when an attempt is made to impeach the testimony of witnesses, by showing that he had told the story each of them, to the other without the notice necessary.

The testimony of a witness may be impeached by showing his general character for truth or veracity, or the lack of his character may be touched upon, and particular instances of falsehood may be proved.
Laws of Evidence.

Evidence of a fact may not be admitted unless it was testified under oath by a man; and evidence of the same may not be given in which a man has said he did not believe.

26th 12:34 of Wallis

The probative evidence cannot arise from an interest, equity, or their own favor. There are, however, cases where from such facts, opinions are admitted to testify in their own behalf. As for when interested persons are admitted as witnesses are - done out of court, - in the suit of another - if the defendant has obtained from an action of the Sheriff a writ of assistance, - if a person is named to testify for the Sheriff in an action against the revenue.
Law of Evidence

All persons are said to be interested in the event of the suit, so as to be indemnified in the suit, and whom an act may be given on the defendant, which may be rendered against them, the defendant may be made the ground of an action — and whom the defendant may be given in evidence in any other action or suit, where the defendant may be in any way concerned.

It can, therefore, the law of 1729.

It is the law of 1729, that a person surely interested in the question is in some respects excluded from testifying.

On cases of practice per

Resolution for an assault & battery, the person convicted of assault & battery is a mulct. But in a crime of forgery, perjury, a felony, the person convicted may not be made witness, for it is a question of the existence of the defendant, whether it be true or false, the defendant can be crim in evidence in favor of the party injured. This is a matter of opinion with the jury. One may reconcile the information of the charge, and think he has somewhere made it out, and if this be a conviction of the crime, it is an act for the instrument signed, if the obligation of the money concerned.
Law of Evidence

There are several descriptions of persons who cannot be witnesses. One is that of any such person who cannot be witnesses in the fact for which an oath is given in any other case.

1. In conformity to this, such a person cannot be a witness in his own cause, nor in any cause in which he is interested.

2. Persons infamous

3. Persons indebted in reimbursement

4. Persons interested in the secret of one of the parties or strangers.

1. The interest must be a pecuniary interest, not that of relationship or friendship. The quantitium of interest is not material, the smallest can be the interest. It is immaterial whether the interest is direct or contingent. If before the court, a bail bond for the judgment and the principal may affect him consequentially, yet the lien of interest is admitted in a question. A fact concerning the latter, if it is evident, that he may be interested consequentially, the leave a practice in this State of allowing the bail bond to be enunciated as a witness.
Law of Evidence

In the case excluding persons intended for being witnesses, there are many exceptions, arising from the necessity of the case.

1. The duty of an agent is provable by the agent, but by his own oath he swears himself clear of all liability to his principal, as when he took money by B. to C. B. v. D. to prove that he delivered the money on to C.

2. In a case before mentioned there is a statute likely to affect it. A person will now be in the position of a witness against the defendant, viz. C. When a person has had property stolen he is sworn to testify to the fact of his having lost property, but not to swear to the defendant stole it, nor to swear to the theft in the act done on men-off with the property.

3. In case of a voluntary escape as before mentioned.

4. In case of a refusal as before mentioned.

5. In an action of account the intention of a person is provable to swear to his account.
6. By virtue of these rules, it appears on
admission as establishing a case under the
laws of debt action, the party to recover
in an action at law, the OP is admitted to
prove the debt, to recover to the amount of the
debt, that he justly expects the
party, that the burden of proof is on the
party to show his innocence. This is
the rule
in the case of
Night, and
Nacht Law. But in the latter case
the party must prove a construction that the
party is not for his guilt, but the OP
for his innocence. But this is not to
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8. After a man is interested, yet if he has an equal interest on each side, he is admitted to testify.

9. It even bars all the members of a corporation from testifying in a cause in which the corporation is a party, but their interests be ever so small. But by a variety of Ing. the members of corporations are now admitted to testify in their own causes that have been affected by Ing. by Statute. The large laws have not been affected by these 256. Section 54. They have ever admitted members of corporations to testify in their own causes, and regarding their individual interests. This is absolutely from the necessity of the case. The rule is this, they are always admitted to bear the full amount of any duty incumbent on them, or any obligations on them. The inhabitants of a town are admitted to show that their bridge is near in repair. But they shall not be admitted to bear a contract or agreement, or that the minister of the parish agreed to accept of a smaller salary than was agreed upon at first, for the reading of his sermons, and the reading his sermons. The contract may be reduced to writing. The agent of the town in the suit is entirely one decided in the little region.
A man cannot have a witness, not with a design to exclude himself, or one of the parties, nor if the judge shall not exclude him, A man is not thus to be deprived of his witness.

If a man, whose testimony is given to show a fact, or the opposite of one of the parties, he is excluded.

The said is sometimes allowed to be a witness, not for his testimony, but for the other party: as if the said is one of the interesting witnesses to the instrument on which the action is butt.

The interest of the defendant may be known either by calling in other witnesses to favor of an accusing him with the fraud. In the suit, this with the most peril to his interest on the want of the suit, not to the merit of the cause. If one of the parties attempts to take the interest of the witness from the in order the shall not ad be subject to

more attempt the shall not as much commit.
Laws of Evidence

1. The husband and wife are not admitted to testify for or against each other, even if the husband is not the one accused of the crime. He shall testify against her. She shall not be examined as a witness. Written depositions of this kind, taken to preserve the peace of families, may be used against the husband in this state, to prevent perjury.

2. The same law does not apply to grand juries. If the grand jury was afraid of the husband's testimony, they may vote against the husband. Probably that would not be admitted in this country.

When a husband and wife have been guilty of an offense, and if the husband has been guilty of an assault, and one of them may be said to have the other taken an interest, and the other is distinctly interested, to keep the counsel as well as to throw it upon the other, it may be clear.

2. To commit perjury an accused man testifying. No person is legally informed as to whether his counsel testifying until he has been convicted of a criminal offense, or crime, and who, unless clearly shown, have a duty to state of integrity. Such perjury, the law, judiciously, and such honest, to for.
Laws of Evidence

be not set at the crimes unless of such a nature they can be proved or not exclude their guilt in them.

Doubtless it is inquired upon a woman
false, perhaps voided in the country. Their must had been a conviction
if a man in some cases always been from
not so much testimony in admissible to
prove either the crime or the conviction.

In e of a man after a conviction
a crime, which excludes him from being a witness;
alone from a long time of years a good reputation
station he is admitted to be a witness. In e.
a pardon relieves the conviction to his competency as a witness, unless the state on which
the convicted or resists, enforces him from
testifying thereon afterwards, in which case
the exclusion makes a part of the punishment. A pardon will not after the
conviction to his competency. It revokes punishment for a conviction of one, although
not the crimes justly. If not destroying a
man's competency, it goes to his credibility.
Law of Evidence

In all cases where a witness is bound by law to testify

1. 12 Ed. IV.
2. 19 Ed. VII.
3. 6 & 7 Geo. II.
4. 24 Geo. II.

the Deity concurring in the case, or bound to testify

of the bill. For if the witness himself is

is more influence to be taken to his disadvantage from

the witness. Each of the parties is bound to the

of the Deity, he relieves the Deity from the penalty

in court, or attempt will operate upon

him.

The party who calls in a witness

can never influence him, for if this were a

does not exist of a

question by the

very living God is admitted. This gives rise to the

form of our oath. A falsehood is an

extremity, and in this country it is

Oath, and in this country. It makes an

extremity as well as testimony, or criminal of

not admitted to affirm in civil. In e. they are

committed in all cases.
No man shall be called upon at his own
solicitude to indorse an instrument which,
296 his signature has been made current

A debtor's debts of determination cannot
be removed as obligations, or debts of bonâ
partes, when the debtor is solvent, but when
he is solvent, so to the time of indorsement the debt
is current. If the indorsement
the nature of an act, that may be shown;
Whenever the indorsement, if it be relevant to the
party, it is without doing so.

A borrower's account must be taken
the secrets of one of the parties, accrued
from disclosing to the other. But which
concealed the lender has independent of
the information of the client he is known
to discharge by the action. The form of the
warrant to give the truth, and nothing but the
truth, is left out, for the may not foi
men. If a man is a third agent, he is
intended to have had by a confidential friend
be more helpful to his debtor. It has been
to determine by one thief, et.

Down.
The mode of getting a witness into Court is by

process, which must be signed by some autho-

rity as a justice of the Peace. If a witness

have been undeceived, the court has obliged to

attend at the seat. If the neglect to allow

him is liable to be punished. In a contest

of Law it is also liable to all damages the party

sustained for want of his testimony. But it

is generally very difficult to determine what

damage are. In such a contest the court

shall be found to be liable for all the damage

the party sustains. When a witness is summoned

at all the evidence about him may be add

ed as his customer to. This is set down here.

But when a witness is then brought in before

is not obliged to exhibit them, if there is

any reasonable ground for keeping them back;

or if they are his private secrets.

In England testimony may be given here in only to be used in, which

is a very good regulation. But of the testimony

are all by deposition taken by the master

of the seat. In this state no deposition can

be taken within 20 miles of the seat, in

case of a witness in that

When Depositions are taken out of the state the adverse party

must be notified in his damages twenty of within 20 miles

of the contention. At the party taking the Deposition hear

out of the state, he shall give notice to the person at

away in the Deposition Uniform of within 20 miles of

the contention. When a Deposition is taken out the parties

may claim to be informed who are within 20 miles

of the party.

The notice shall be read to the party

and not be given the Deposition is good.
Out of the party summoning elders to hear the witness, present, &c. The enemy for his expenses he must come all the he has at the extreme part of the state; & sending his deposition will not escape him. Depositions may be taken within 20 miles of the detritus rich or going out of the country, air affected with some illness that he will not probably recover. In this case, the deposition may be taken to other persons whom the court may call, to fill the defendant's place.

Rule. The last evidence the nature of the case will determine. But a verbal contract may be proved by a verbal contract, that it might have been reduced to writing, the evidence then omitted. The reasoning here is that the last evidence must be proved that the nature of the case and existing circumstances will admit. If a contract has been reduced to writing it cannot be proved his desired, unless the writing has been lost, the inevitable accident. In this case verbal evidence may be admitted, before "memorandum on the paper to read that a writing was lost, for then may there be part from into endorsements. If the paper is allowed...
to prove the one by hand, without passing the
lofs, the money, or any time, when a rat is half
paid, say that he had lost it, to prove the debt
and prove the loss does not entirely remove
the objections.

And proof is more admitted to show
a record. The record itself, or a copy of it duly
attested must be produc'd.

When it is a thing rec'd, made,
then the party assigning the giving of the
said must show the record. But if the title
in the grantee could be offered without reading
the instrument maybe issu'd by said. And
the consideration for the
intended conveyance is attached to the land, and
the power of conveyance still remains, if at
the conveyance to a subsequent donee for
purchase will issue. But such if it is not on
record. But it does not convey to a subsequent
purchaser, but brings a suit of ejectment, the
D. D. may. show by proof that the deed
was executed from A. to B. which is a good
plea agst. the suit, & ejectment. I. may.
may compel B. to prove his deed recorded.
Law of Evidence

When a party declares upon an instrument that the technical mode of declaring is that it was lost by theft or accident, no proof whatever can be introduced to show or vary the execution or writing. Nor, unless required, such condition will affect the writing.

When the instrument was signed, sealed and delivered, yet what can relate to the delivery may be proved by parol.

If there mistake, the writing bears a date contrary to the true date, the true and real time may be shown by parol. The date of the writing is prima facie evidence of the date, but this presumption may be rebutted by parol.

The material importance of the words so things, and or writing is shown by their true import. Yet a set of words or set of facts to this rule, or where fraud has been committed to rebut an equity, the legal importance of each in a writing are different sometimes. As in case of a mortgage is bound with penalties, but in the last suit, etc. of law, as well as they will now examine these, the former
If any ambiguity arises out of the writing itself, such evidence shall not be admitted to prove or elucidate it, but if some ambiguous matter arises where the court or writing hard evidence is admitted to explain it. As a man giving an estate to be inherited, having two sons of the same name. In the another dis-

section in the case of Benson, Danks, Benson or facts in evidence cannot be proved, if help the

the judge. When the question is whether

the evidence proves a particular fact. the Ct

will allow it to go to the jury at the judge is insufficient. This is the case when there

is some evidence to be drawn from the fact in

favour of the point before the Ct. But when

the influence to be made is relative to some other

point the Ct expects it.
Law of Evidence

As to the number of witnesses in ordinary cases, the civil law requires two, but the common law only one. In the exigencies both are required. In the case of perjury only two witnesses are required.

But one that two witnesses, or at least two, amount to two are necessary to convict a man in all capital cases. By amount is meant circumstances of evidence.

It may be a question whether one deposition is sufficient, or we adopt the common law with regard to the sufficiency of one witness, or that two always require with our testimony. Perhaps one deposition should be deemed insufficient. Even our testimony is far more powerful to that by depositions. The time is an objection to not examining every witness may frequently be detected in falsehood. In depositions there is not this advantage. A man in this country makes it a common practice for several years to procure depositions of dockyards, hence one could for a gale of wind near to any thing.
Law of Evidence

It is common for the Def to attempt to get up
the Def's testimony as in case of an Assault
& Battery. As for instance. A in the present of
B & C states D, the Def's servant left B & C
can testify to it. Such if B & C from testifying
they are put into the case. No evidence of
B & C the B will order them to


In some cases a man is
admitted to testify about himself, or in
case of a fraudulent conveyance from A to B
or the creditor of A attaches the property of
conveyed. A shall not testify that it was never conveyed.


A witness may make up of the minutes for an attor fee which is
his testimony, and to read off his testimony,
except to read off the words of one of the parties
which he heard. A witness cannot be compelled
to terminate himself, for the money or his
pleasure. A person may be a witness with the
standing his being on the jury. The declaration
of a dying man in contemplation of death is good
testimony.
By this law any person summoned as an extenu is not liable to an arrest, which in the going to or coming from O. Nul. pravity and the State is a little different. The extenu has a right of protection or privilege which the extenu carries with him. When the officer to whom he goes to arrest him he is liable for false imprisonment. On the authenticity of this idea, the apparent thing is that the practice is entirely different. But whether the levy or void is a question not yet determined. Perhaps no man ought to make advantage of such illegal act.

Excluding the testimony of extenu
An admission may always be accomplished by taking their deposition. This may be done before any suit is actually commenced. That a person has said before a certain hearing may be proved to corroborate or contradict his testimony. With the party has not and cannot may be proved, and the practice of taking depositions as the origin.

Hearing testimony is highly improper.
Of Testimony. Estimating the just to be taken notice of on the acts of the Legislature. In any case, as not to be held as a reason, and a general action must be pleaded especially. But in any case, that may be given in evidence under the action. Nor is it, except with the person specially or giving it in evidence under the original action. Since there are two, that is giving an action, the other, after a defence, the latter must be pleaded specially, or both in giving evidence under the same law. The first, must, in some cases, the one or all, be pleaded specially. In a necessity to be accounted for, that it may be pleaded specially or given in evidence in cases of necessity.
Law of Evidence

RULING OF THE COURT, IN THE CASE.

2. Patents are valid by the authority of the Holy scripture.
3. Dark art that are not in their dark state are proved by a copy certified by the Secretary of the state.

Records of debt are proved by any copy certified by the clerk of the court unless they are proved by the party in interest. A private note must be proved by the person describing it, and the instrument, if the interest is to be proved, must be paid or recorded on the records of the office, not before records are recorded. They may be made by a clerk of the office or by some private person taking a copy and sending it to the court. It is a material case whether the copy of a recorded document is admissible when the original is destroyed. If the original has not been destroyed by some unavoidable accident, it is no reason why it should not be produced. Proving its back might open a door to fraud.
Law of Evidence

The delivery of a deed may be proved by a subscribing witness. If the deed is found in the hands of the grantee, it is presumed to have been delivered by the grantor. However, if the deed is in the hands of another person, it is the burden of proof upon that person to show that he was delivered.

A deed cannot be delivered to the grantee as an essay, but must deliver with a condition attached, that it is not absolute delivery. A question which has a long time been before the L. C. Occurred a division of opinion in the case of the lawyers in this, can a grantee deliver a deed into the hands of the grantor whom his duty something pertaining? As if A deliver a deed to B, when B, having him down, C takes the deed and then refuses to pay him the money. Is this any delivery at all? The answer of an authority is that it is not absolute delivery, but the opinion of three of our judges.

Any notice of a deed no intimation, by the grantee, after execution of the deed, renders the void, if the grantor may plead non assumpsit. But an intimation in an immaterial bond by a stranger indicates it. The same is the case in folios 82.
Law of Evidence

When a will has been obtained, a woman on a public prosecution, it shall
never be given in evidence, except him on a
private suit.

That a man has stated what
he may be made up of as his confes-
sion in a suit general, that. For, what a man
states in his declaration in an action at law,
can never be then a good trust. My 2dly,
questioned the propriety of admitting as a
confession which was stated in a bill in O. L.
The answer in O. L. a always good evidence,
for it is given on oath of the party.

We have a law relative to
the recording of births. Then the age of a hus-
band is in question, an affidavit is made required.
If the birth cannot be recorded within four
years after, it is admissible, but it is uncertain, on whom it
requires it to show that this is not the

By the 3d law a person of 30 days
which the action is held to void, unless it

3d
a person is convicted.
The delivery of a deed may be proved by a subscribing witness. If the deed is found with the hands of the grantor, it is presumed to pass from the grantor to the grantee on delivery; but when the deed is in the hands of a third person, the burden of proof is upon the grantee, to show that he has delivered it.

A deed cannot be delivered to the grantee as an offer, but must be delivered with a condition attached to it in an absolute delivery. A question which has come before the courts is, whether a delivery of a deed into the hands of the grantee when he pays something presently: as if A delivers a deed to B, and B gives him a sum of money, is this a delivery as well? The current of authorities is that it is not a delivery. A was the opinion of three of our judges.

The nature of a deed is intention, by the grantor, after execution of the deed, and of the words, to give to the grantee, not actual delivery, but an intention to deliver it. The usual words are "I hereby give to you a deed."
This subject comprehends the various

shifts of opinion that arise when

commissions, judges, or

Declarations

1. The first part of a Deed is look

to the judgment of the Court of the case,

significant of the case. The Court shall

there, no judgment of the case. The Court shall

then to the judgment, proper to the case, and

change the action of the party. The Court shall

thereon, the must always sign in handwriting.

It cannot be done by the attorney.

2. As if there is not some defect in part

of the Deed, as a manner of duty is part

accrued on the warrant in a judgment manner.

If any defect appears plead on statement.

The court's declaration shall stand on the

same face of paper. The Deed in the

right hand. An statement effects only the

end. It affects neither parties the court,

which many be the subject of an statement.
such as the venue leaving a copy. If the
plaintiff asks the court to award damages,
the judge shall award the plaintiff.

If the statement affects a matter of
law, the court shall determine the

If it is a fact of inappellable character, it may go to the

8. If the plaintiff finds that the defendant

rediction of their the court finds, he then may
file the declaration, and examine if all the de-

edication the court must make certain that

enough to subject him to it. If the court

conviction that the allegations will not sub-
ject him, the defendant to the declaration. In

to charge a man with being a liar, this is

a crime of high treason. If the defendant

subsequent fact or the declara-

tion is demanded to, or being insufficient
to support an action, if the defendant

violates it is a bar to any fiction action on

their charge.
But when the declaration goes out for want of some essential allegation, there is no basis for new action on the same charge.

In such of these cases above mentioned a general demurrer is proper.

A special demurrer is where the allegations are all made of fait accompli, insufficient to convict the defendant, but there is some information in taking the facts of making the allegations, this is a counter special demurrer.

The difference between general and special demurrers is this — in a special demurrer the verdict of a jury serves the defendant, but in a general demurrer no verdict can serve the defendant, but the defendant may move in arrest of judgment. Special demurrer must sufficiently perfect in an amount of information.

When the self cannot testify to theuceussion of the act, notwithstanding, no demurrer with safety to the defendant. He pleads the act, he pleads not guilty of the charge made after trial. If found
quietly on the gun, then he may move an
avert of judgment, if there is any essential
defect in the Declaration.

If the Def. is entitled that the charge
alleged in the declaration are true, he can be
proved against him, he is entitled that the
matter will except leaving his may plead
it in his. This will be called a special plea
in bar. The Def. may move to the ple are
in bar, that the matter there contained is
insufficient in the face to bar his action.

Then on this, method one of which must always
be pursued by the Def. to his defense:

plea in bar.

The Def. may move an appeal
to judgment in consequence of any material
defect in the Def.'s plea, as well as the plea
in consequence of any defect in the Def.'s decla-
ration. For these cases a society will
be granted which will begin with the
Def.'s defect in pleading. But with the
the whole practice is to begin new
in this. Note the way to the usual practice
in other cases, then the plea in bar of the party on whose side,
A writ of error is the next step, but this can be taken only under certain exceptions upon the record. But for any matter of fact, as error of judgment, not appearing upon the record, no writ of error can be taken. When anything else has been admitted in any testimony, without either of the parties having, inadvertently, a bill of exception may be filed to the preceding judgment, and signed by the court, which, if signed, may be filed. To this a general demurrer may be joined, or a verdict of the jury, and it is a proper reason to the jury, they shall be bound in a different verdict, which either of the parties thinks is insufficient or erroneous, a bill of exception may be filed, and a new trial given, for a writ of error to be laid.

When the judgment is a writ of error is reversed, on the ground that the declaration is insufficient, this is an end of the lawsuit. When it is reversed on account of the want of evidence of the point filed in for any reason that does not affect the merits of the case, the court may order the action anew.
1. Proceeding to the jurisdiction.

The defendant must move the court to adjourn the action; if the motion must be granted, it must be in the defendant's name or in proper form.

If the defendant prevails in his plea to the jurisdiction, the action will not lie in the court. This practice is hardly maintainable.

The object for bringing his action before a court to which he must show no jurisdiction of the court is liable for a reexamination. But if he is ignorant of the want of jurisdiction, the court is liable only for single damage in the other of truce.

2. Abatement. Attraction is a good ground of abatement. 3d, but not in C. Be not known to our law.

Recompensation in E is a ground of abatement, but not in this country.

Co. Litt.

D. conqu. 229. a country of alien if ever within our. But of no line for real property. If the defendant prevails as a good ground of abatement. Being perhaps is prior. But in
sunday from actions in civil actions. And if any of the petitoners are privy to an action under the order of the action or going to be heard from the action. Petitioners in a good ground of abatement. But in this case the petitoners state what has been done in that action, may bring his next action right.

In case of a continuous the petitoners may not each go on against him. If petitoners is accused of the action, but may say it is

this will be a law to the petitoners bringing one other action for the same cause, but the petitoners

right name. In the petitoners may take one motion of the action, let petitoners go and

bring, execution be taken out of them that is

comes he will find it not right, the right person is not accused or of his debtor

called the person

When there are more petitoners or petitoners one to a suit, the petitoners

one is not an abatement of the suit; unless it is an action for the recovery of real property. Then the suit is

If the right of the petitoners is alleged by the

death of one of the petitoners the petitoners
When there is one by one, as of action, of them dies, the right does not necessarily abate. For some cases it does, in some it does not. Then it does not abate by the sale of a new estate. When the estate is the right of action, it refers to the new estate, as in all cases where he a thing would have a right to institute an action. Then the Deed is the action shall not abate when the sale would have been valid. Let us examine these cases.

It is said that one to die with the family, but this must be understood with some limitation. For in some cases, the sale bars a right of action in letters as well as in written contracts.

When the right is done to the person or estate of the Deed in person, as the action abates if the action bars every other. For if he could not have been barred or if it, then the right of the property of the Deed death of the action shall not abate on his death.
for the executors were entitled to institute a suit for such a tort. As if it has been instituted by the testator, the executors may come into Court & prove that he may be entitled as T in the suit as co-in, the proving that he is co-in, & the suit shall go on.

[In other hand:]

Subjoin the Df's die. As a gen. rule, the action shall not be after a written contract for the executors originally liable. In an action for a tort claiming the estate of the testator have been benefited, the action does not arise on the death of the Df, but survives against his execs. 

But when there has been a tort to the injury of the Df's estate, this Df's estate does not bear benefitarily if the Df's die, the action abates and cannot be revived against the execs. As when one cheat the death of another the exec. is not liable. In re of Hancock. But the right of action survives against the execs. and all other debts the form of action is changed for the tort is ascribed upon the death of the Df.
It is not true that the ca. is in all cases liable for the contracts of the testator. In all cases where the ca. by the contract was entitled to any thing or had claimed a right of action, the liability accrues to the ca. D. But when the liability is consequent on the negligence of the D, as in Shipp v. co. except there is no possibility that his death could have been prevented, the ca. is not liable.

When the D. in the Chz may recover not a vice prior to calling the D's ca. But if it is not provided for by any Stat., that the D's. may pay out a vice prior to calling the D's ca. But the former supposes that a bill is permitted.

In 2d a person sole brings an action of marias, it abates the process. If an action is brought, after a person sole, and the person sole does not abate the process, the two courts are pending for the same thing it abates the last.
When the duty becomes applicable, and the party is not able to pay, the claimant may proceed to levy upon the estate of the property of the party, by giving notice to the officers of the land, and if demanded by them, an order to the officers to seize such estate. If the estate has been seized, the party may apply to the court for the recovery of the same, and the court may order the return of the estate. If the estate has not been seized, the party may apply to the court for the same purpose.

If the duty is not signed by protest, the duty will be abated. If the duty is paid, the duty will be abated. If an inhabitant of another state, being a receiver of the object, without entering bond by a citizen of the state, the receipt of the object is not valid, and the object is not valid. In pleading the object, the object must be taken as a defense in the suit. In a suit at common law, the object must be stated in the right place. If the person denied the object in an error in fact, the same is not admissible as evidence. If an action has been brought for a sum of money, it would be error in fact to render judgment against him.
Then the cause of a payment may often be influenced, or an action brought by a party also to deter the imputation; or the whole, for fear of the action; or any ground of abatement.

By one Act of 1768, in abatement, an act to be settled before calling of a jury to try the fact; but the practice is universally to settle the facts at any time before the jury are appointed.

After a suit has been stated it may be amended by staying suits, if the amended returns agree with the facts of fact, if not otherwise. As there a court finds that the debt belongs to one term, then he in fact belongs to another, this would not be amended by rejecting the issue of the above.

The sum that, where there is a joint obligation or one of the obligors out of the state, if the obligation is used without regard to the obligee within the state, living it is a good cause of action; but for this law does not require either in the present; but one.
When the suit is over stated or an amendment is set forth, the defect in which it stood may be amended, if the suit agree amended through out.

In order of an abatement the suit is continued in order to pay the costs of the plaintiff; but if the plaintiff be allowed by the court to bring to the time the abatement of the same case, only, that case which has been in the amendment of the writ.

If the defendant is in fact the defendant, which appears to the jury & they find it in the defendant, the judge shall be required for him & the same shall have opportunity to make no further defense.

When an action is laid upon any instrument written in any description, declaration, & when any of the instruments is not of them to be the same described in the declaration the action shall abate.

A note under dated the 27th of May to be paid the 27th of May next has been adjourned to be payable the 27th of the same month.
Demur is an admission of the facts but a denial of the consequences. The Def. in his plea after admitting the facts, says they are insufficient in the law to subject him. Gen. Demurrer applies only to the sufficiency of the matter in evidence. Under a gen. Demurrer, a Def. cannot be taken of the form or manner. Under a special Demurrer, you can take Docket of both form & substance, so that it is more safe to plead a special than a gen. Demurrer.

Neither the gen. nor special Demurrer admits any fact to be true which cannot be proved; to whom it shall be proved or what it shall prove. The Def. pleads specially that there was a preceding account between him & the Ctg., that in case he the Def. performed a certain sum of work, the note should be void. The Ctg. may demurrer to this plea, yet not admit that there was such an account; for in law this partial admission can never be proved to withstand a writing...
Therefore, there is a demand it is not the first defect of the declaration to be rejected, but the plea prior to the first. If the demand reaches the decision, it will be adjudged insufficient; or as one lawyer improperly says, the plea will be adjudged insufficient.

A party who declares may be deemed to have given a plea to the right, but the whole must be some wrong or other mischief, for which is not explained. Do not.

If special damages do not quit the merits of the cause, but the judgment is not wholly or completely different from the declaration. As if it is intended to be the same as the judgment is awarded for the mistake. In England, 30 148, since no sum of damages is given in the first judgment, from 30 to the sum which is exactly due.

On 0, 02 0, 01 0, 00 0, 00 a jury of enquiring the ratio of damages.
When the damages are certain and only the cost is to be computed, the clerk of the Or. or in the lawyer or not and having our Or. to affect damages as a jury of inquiry but it is our practice.

When the practice in democratic finds that when the demand the case is like to go back again, the Or. will proceed herein to take back the demand and put in another plea.

Domn. to evidence, one of the practices reduces the testimony to writing, by the demand. Denies it to either, but denies that it is sufficient in law to support the issue. When the evidence is demanded to the jury we dismiss it in the demand, neither party can be compelled to joine. In other ordinary demands, a party must joine.

A demand to evidence is the same as a special verdict by a jury.
Placa in Bar. This plea admits the Plts
right to this action, where it's asserted he
seeks it not for the Def's causa, which
he alleges is a sound, sufficient defense.
Nor does the Plt's claim seem not to be
valid. If a most special plea may be
offered in evidence under the plea itself.
But it will not be to plead specially a set of facts
which amount to the gen. issue or a flat denial.
In any, the Def's issue, with a capricious
plead to plead the gen. issue

The plea in bar must cover the
whole declaration. If it is not a complete
answer to the Plt's whole declaration, it
will avail the Def nothing. As when
an action is brought for money had and
received, it is held that the Def must
full account for the whole nothing by way of confession or otherwise, for the
utter & gen. issue will go against him for
the whole sum. But the rea damages
may be inquired into.
The latter idea must not be doubted, if not, there must not be contained in its text different interpretations, which would be a good defense of an charged different & difficult sentence. It is double pleading if one of the pleas in defense is pleaded.

If there are two pleas, one of them is no defense at all, it is not in a double pleading, as in Deut. 13:6. It is a confirm. In the one of the pleas carries the word emphasis, it is not double pleading, as when a wife is commanded by a married woman, a select given by the husband, it is good pleading. To state that she married the husband, executes a will, this alone is a good defense.

When there are two pleas which it is the wife demands, it is not double pleading. When there are more pleas than one they may plead separately. This subject of double pleading is a matter of form & can be taken advantage of only by a special demand.
The plea must be returns when it is not
the plea in bar, in Bacon a common
on certainty of pleading.

Then a plea in bar inde-
actively overt, it may be cured by a repl.
action of the bill which admits the plea
in bar to be good, or which in itself indefinit.

Appellate error remitted to be the Def.
Not certain that the above principle is laid
down right.

Replication. Any plea in bar may
be raised by the Opp. replication. When
the report the matter must often, if the
point to be tried goes to the jury, except
a matter of fact and which must be all enjoined
tried by the Court.

When there is a bond
the replication D can file with an agree-
ment of there is a return of each
matter it immediately goes to a jury
without the necessity of any further
enquiry.
Departure. Departure is the obligation of some new matter, not now conjoined with what has been before stipulated by the same party, which does not tend to terminate his former obligations, so that an action is brought for breach of covenant or for non-performance. The obligation by pointing out a particular breach, the party again by saying that he tendered performance. This is a departure from the first obligation.

Section 72.

F. WALKER, which is a denial of what has been before alleged by the opposite party to be chargeable in that form without that anything left uncharged or uncharged in any other way stand of enforcing the law. A parole made by D to suffice for so effectually to draw me room for the party's claim. If the D is said to so fully denied the D's claim that it cannot be the D's claim. The man is sure for the use of setting them up in the neighbor's light. The D is a man, although that he set forth these of the D's light.
be right to be barred having remained in action, but if the lead is put at issue, the Off must recover.

There must be a trespass upon a trespass; but the other party must join issue. This rule holds without exception, as where the Off and for a trespass committed on the 1st of May Dr. P. filed a lien of trespass the time of Off may follow by trespass; the lien then seems immaterial, but in the pleadings is braved. the proper way is to demurr to the traverse.

When the Off has leave, he may immaterially plea in bar of the verdict. It is found for the Def. the Off cannot then render judgment for Def. but must give judgment for Off. But when the Off has been denied immaterial part by the verdict nor bar of the Def. does not Demurr as is the proper way, but join issue.

1. Ezra 272

4. Contestado, i.e. who opposes it, an exclusion of a conclusion. To only objecting to certain facts.
of granting a new trial.

1. The first cause for granting a new trial is the deficiency of new substantial testimony. If such evidence exists, it must be stated in the petition for a new trial, as stated above, with the names of the witnesses, and its materiality in the testimony. If the testimony on which the verdict is founded is insufficient to prove a new trial it is a cause of remonstrance.

2. That a material witness was not sworn in the_petition in these special facts, the testimony must be stated in the same manner as before. It must clearly appear to the court on which presented the situation in which the objection was made.

3. That a witness of similar testimony was elicited by this witness of an infamous crime. But there is a difference in this
It is no ground for a new trial that the
petitioners forget to ask for any
material part of the testimony.

1. The time is too nearly related to
one of the parties a new trial shall not
be granted. But not granted if the party shows
of the relation of the fact to the former fact

5. If the verdict is contrary to the evidence
a new trial will be granted. But the case
must be quite different from the weight of the
evidence is contrary to the finding, it will
not grant a new trial. But even
if equally inadmissible, yet the verdict
would appear will be granted. If equity

6. The jury has done by the verdict the contrary
to law, yet the it will not open the case
not will it be granted in a correction action

2. Where the damages have been trebling

76.245.243

6. Damages may be the ground
of a new trial. But a will not further grant

If a new trial on this ground

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6. In any misconduct of the jury, as acting otherwise than for the verdict, no good ground for a new trial, whatever may be the opinion of the judge with regard to the equity of the verdict.

7. In misconduct of a party by having a witness to stay from court. It is not a cause of new trial that the party refused to bring in a verdict by a majority of the jury. McTavish v. McTavish.

8. That the verdict is not good law. This is where the parties are agreed on all the facts, but that some illegal construction is put upon some words. In no new trials are men granted for this cause.
12. That the judge may direct the jury, and adopt proper testimony. No doubt to be granted in a penal action, unless there has been some fraud practised

1298 - by the Debtor.

13. In this act where the fraud was

alleged to overthrow his defence. A new trial shall not be granted to set in a party contrary to the equity of the case, as the

statute of limitations.

The petition made out

that there is a good defence yet it views that it is. It is one objection that he knew

of this defence in the former trial, for

he might have had two defences rejected

the wrong thing ignored. But at there

is a point which has often been made

of the rule makes that his defence, the

62, if they follow precedent, will contain

it in no defence but accordingly. In

this case, no new trial shall be granted the

Debtor have another good defence. When

the Debtor who is a defence that shows him

of the merit of the case, of the facts on

that ground no new trial will granted.
live facias, in saueit which always
presuppofe an original judgmet that gane
birth to it. It is as much a judicial writ in
an execution, except it be unto me for
judgmet.

When anything less depend
duly the party cannot have the full
discharge of his own, even a court is the faute
of the party himself, because facias less. It
is requite by the clerk returned to the court
from whence it issued. The said facias may
be for a quites sum than the 20, out of
which it issues has judgment. And a judgmet of a justice of the peace for
four pounds damages in treason or found
not, have the same facias issues for 50
which is more than a justice has judgmet
dition of is an original action.

The most capital cause of facias is apt for a. 1. 2.
the 5. 3. of &. c. 3.
gets a judgmet agast the party or at
the hands of &. c. &. c. will not be ward. It's
property, it takes such a new face or it's limited by the law in the same judgment, as to an
act or act of the court, or decision of the court. The judgment is that the court have a new case.

It is a good rule that nothing can be
pleaded after the issue of the case which might
have been pleaded in the original suit.
In defense, omit always the facts founded
on something which was not in the first case.
Or, even that may be said that, where
a bail bond is taken instead of bringing an action
of debt, the latter is not a recognizance,
bail bond, but a special judgment, in the
nature of a bill, to settle with the confession
of indorsement.

The new case is upon a
recognizance in the first suit of the first suit.
In that case, the issue is new and acts as the same for
on, or their representation, as if from the
first judgment was entered, or at least that,
but where the new judgment is new, against
a person who cannot say to the original
suit, but on of that suit. The fact
is not to attach upon a new case,
but on good action of both cases. 
An audit shall be made of common right; and it is the duty of the judge to grant some kind of security before he issues the writ for the removal of the defendant, and to grant the security that he may be satisfied that there is a probable cause. This must be always to be signed by the Chief Judge, and if the court, and if he is incapable of signing it, then it may be signed by any of the judges.

The writ is a complete suspension to the suit, if the suit of the auditor is granted, which, less security, is his bond.

The auditor's remuneration is a good ground for an action to recover damages for the non-issuance, an account of the estate, for the recovery of money retained on the estate.

A mandamus is a writ issued forth to enforce his duty for any person accused to compel the lower court or a ministerial officer to do his duty or to do some act which the law requires his officers to do, and if the person moving the writ for a mandamus must make oath to the facts of the case. The judge must issue a command to the officer in whom it is to be done, and he must make oath to the facts of the case.
But of the action be adjured in sufficient a prosecution and afterwards by what of damage, the party opposing will be furnished for a contempt, for his the honor of which is concerned, and the action, and by virtue to confine the issue of said will be null and void.

But of the action made a half, action, as was done of common law, including return could be done upon that protest, but the issue may be heard for a half of the return of any great damage could have been if the case found guilty. And by the act of time these principles have been incorporated into the party who has a right to recover the return. This is tried by jury, if found against the officer, a special demand is made for but damages to the last one at the same time. Also, nothing of the injury done has relieved here.

Whereas Corporations is a suit of common right to any one now impaired with color of authority, if it is without it cannot be impounded when an ex parte conviction of a crime is withdrawn from the court and directed to the person of the complainant to have him before them, with the sense of his commitment. Presumably, that of the man of justice in a court.
The said act for a wife then confined for
the husband, or, when liberated, of the
husband again confined, ascertained, or in contest.

A for a servant, shall be the one who is
imprisoned by legal process (except in
the case mentioned) has a right to the
vindication of the imputed to the judge, or
departure from examination to discharge,
committal, or bail, in vacuo of the
judge to the chief justice, in his obvi-
ance to one of the Assistant Judges.

A Writ of a Prohibitions is a writ that
the court to prevent any further
proceeding in an inferior court of a cause
of which they have no jurisdiction. This
writ is directed to the inferior court and
the proceedings therein. This writ grants
no consequences of a petition from the party
- taking the cause of action. Refusing
the incompetency of the court from which
the cause has been assigned for trial. Of the
inferior court are convinced when the plea in
exception that they have no jurisdiction of
the action, they attempt to prove it
there. But if otherwise, having seen or made
a return to the plea of this action before
them, which will be confirmed by a move,
ment, if the question of jurisdiction is
then argued before the judge. Or if the
judge, in his opinion, that the inferior
court has no jurisdiction of the cause, he
gives the defendant a place of another
court, and a trial of the exception, which
is a submission to found in the trial of
the cause.
A Comparison of the English Law and Laws of Connecticut

Husband & Wife.

Eng. Law. 1. The husband acquires an absolute right to his wife's personal property.

Comm. Law. 1. The same.

Eng. 2. The right to the wife's moveable estate.

Comm. 2. The same.

Eng. 3. In want of the wife during life the husband is entitled to the enjoyment of her moveable estate without liability to account. This is the rule that David D. Scott recognizes. If she made a will to her son, by conventional law she had the power of making a will of that thing, if it be her uncles. It is taken as a rule in the case of her husband's neglects to take and administer the same law rule obtains.

Comm. Law. 3. The same law is the rule with us.

Eng. 4. Judgment obtained by barron and juries is estoppel of them dies before collecting it goes to the receiver.

Comm. 4. The same. The same applies also to personal
The estate of the wife is the same in the event of the husband's death. The grounds of it is that the husband and wife are joint tenants of the property to the estate by the survivor.

In the event of the wife dying first, the estate goes to the husband by the survivor.

A. In the event of the wife dying first, the estate goes to the husband by the survivor.

8. If the husband dies first, the real estate belongs to his heirs at law, under the intestate laws of the husband's county. If the wife dies first, the property taken before her death passes to the heirs of her estate without division.

The same.
Eng. Law. 1. By the natures title a long winded line.

Comm. Law. 2. It is a question whether it is customary

then such terms as then tenure of the land

came in that age, if that was such title

for that in the same. This word is occasioned

by a decision of Mr. J.C.

Eng. Law. 3. The discretion with the husband and

saw the real property although to do

by joint occurrence, in which case the must

be absolutely regarded.

Comm. Law. 4. The may do the same by ordinary

mode of conveyance.

Eng. Law. 5. In the 2d cannot convey the real estate

to someone in future without the will

for the maxim is that a husband and

to someone in future. But if the conveyance without the husband the force and

security to bind and in the debt, the conveyance

is every way valid to the extent of

Comm. Law. 6. The no reason why she may not with

the husband convey the real property— the conveyance to the extinction

the title in conveyance is ended; for

the maxim is a general to be considered

the title in conveyance is ended; for

the maxim is an extends to be considered

the title in conveyance is ended; for

the maxim is an extends to be considered

the title in conveyance is ended; for

the maxim is an extends to be considered
Eng. Law 12. The D. cannot hold real estate, being intestated by that of January 8th.

Com. Law 12. It is disputed this one decision with [illegible].

Eng. Law 13. At common law the D. cannot, for any probability, lose the real estate of the D. for any longer term than his right to the debt continues. But here the_female may continue with the wife to keep it, that is, that it may last longer, provided the same is signed in the signatures of the D. and the wife.

Com. Law 13. None to the common law.

Eng. Law 14. The wife on the death of the husband and after his debts are paid, entitled to one-third of the husband's estate if there were then, if not, ½ of their common stock, if he left any stock. The wife, therefore, may take, if there was a stock, but it be dissolved or divided. This is

[illegible]

Eng. Law 15. The wife is entitled to demand in all the real estate of which the husband was entitled being the executor, provided the estate was so circumscribed that the wife could have been considered as his estate, she cannot be entitled to by the death of the husband, or by the term of estate,
The marriage with the husband in a consequence of this death in favor.

Comm. Law. 15. On her death the interest of such lands going to the husband did not rest.

Eng. Law. 16. The husband cannot direct away the wife's personal property, the same being subject during coverture. If they are held to creditors when the personal estate is actually sold and until that time, even if she has been exhausted by priority and mortgage, might have come upon the real estate, they shall come when the real estate is the amount of such personal debts taken out of the same

The same under the same estate, whether for the estate.

The principle of law is that such claims must go to creditors yet held to prefered debts.

Eng. Law. 17. The husband with the wife is liable for the estate.

Comm. Law. 17. The same.

Eng. Law. 18. On her death, for all such personal debts committed while she lived during coverture.

Comm. Law. 18. The same.
The husband is liable for debts taken in his name or during continuance in his office, &c., for debt contracted in his name or while engaging in business.

Con. Law. 22. Same.

Con. Law. 23. Same, only the wife may court the separate real property.

Con. Law. 24. No such power.

Con. Law. 25. A person may be sued by court or action settled on her before marriage, or after birth with the consent of the man.
Dec. 23. I think we must be a little cautious.

Dec. 23. I think we have some truth about the weather. Whatever we may be at, it is probable that the weather will change during the course of the day. It seems to be shifting from the east to the south.

Dec. 24. The wind is blowing very strongly.

Dec. 25. He is liable to break our contract, which is not unusual for him. To make them live together, he is bound when the articles are to be kept in the house. In some cases, it is a great inducement on the part of the wife. If one of them becomes ill, he is liable under contract to much more. When he abandons her, he is bound for her contract to be ready for money and family. It is not in the power of the

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Sect. 26. A slave served living with her husband having separate property, is liable for the contracts to the extent of it.

Sect. 27. If some court awarded her husband the articles of separation, on having purchased maintenace is both for the contracts to the full extent. Probably is

Sect. 28. The manner of being alone with the husband or regard the alarm, is bewitched, is transported or is in alien enemies.

Sect. 29. When there are articles of separation it is a complete renunciation of all marital rights to the extent of the articles, it always implies that the husband is not entitled to hear service on the planter, cannot resume his liberty.

Sect. 30. Of the husband in his pair covenants to join can all agree that he owns land and property, such property she can absolutely convey without his consent.
Ing. Law. 31. The husband is not liable for the
injury of his wife committed while she
lived with or was committed by her in her
domicile or company.

Con. Law. Same.

Ing. Law. 32. The wife is liable criminally for the
injury or loss caused by the act above
Con. Law. Same.

Ing. Law. 33. In an injury done to the person or
real estate of the wife she is entitled
Con. Law. Same.

Ing. Law. 34. In each case of there is some special
damage to her for good conduct or for
any loss of property, the blame is entitled
to an action.

Con. Law. Same.

Ing. Law. 35. For an injury to her real estate, it is
entitled to the inheritance, or a damage to her.

Con. Law. Same.
Eng. Law. 36. The wife cannot be joined with the husband in any suit or debt where the debt, duty, or damages would accrue to the wife on the death of the husband.

Con. Law. 37. Same.

Eng. Law. 37. The husband alone regularly brings the action where the debt or duty would not in the event of the husband's death survive to the wife. It seems to be admitted that he may join the wife in such action as her party in the related cause of action.

Con. Law. 37. Same.

Eng. Law. 38. If a person brings an action alone which would relieve to the wife if the creditor is not pleaded in the statement of account, shall it be taken of it in interest.

Con. Law. 38. Same.

Eng. Law. 39. If a person brings an action alone which would relieve the estate herewith.

Con. Law. 39. Same.

Eng. Law. 40. If a person bringing an action alone which would relieve the estate in such case.

Con. Law. 40. Same.

Eng. Law. 41. If a person brings an action alone which would relieve the estate in such case.

Con. Law. 41. Same.
The husband or wife under the execution in mortgage, &c., shall not have separate property of the wife. The husband or the wife shall stand on the benefit of the lease, if the heir shall not inherit without becoming it.

The heir, or any defray of his wife, or any other person during a life, by grant, gift, or testamentary decree, if the heir shall be so treated. If the heir shall be entitled to so much of the marriage, as may be necessary to relieve the party, as mentioned, before any distribution is made.

It is a general rule that all contracts entered into before marriage by B.S.H. are extinguished by the marriage, yet marriage settlements have been adjudicated in equity without the intervention of trustees.
If a husband and wife agree to a marriage by written agreement, and the marriage is afterwards solemnized, the marriage is valid.


Eng. 204. In a case of a marriage by written agreement, if the marriage is afterwards solemnized, the marriage is valid.


Eng. 183. A marriage is solemnized by the agreement of the parties and the performance of the ceremony. If the marriage is afterwards solemnized, the marriage is valid.


Eng. 120. A marriage is solemnized by the agreement of the parties and the performance of the ceremony. If the marriage is afterwards solemnized, the marriage is valid.

...some magnitude & that, without a real/mitrate, I believe, that the general mind of opinion is, that if any other person should perform the marriage ceremony instead, it should be void. The third also contains the renunciation of marriage, & consent of kinsmen. I believe that nobody can rightfully interdict this ceremony, nor ought the marriage to be void. I am not at a loss why kinsmen are in the former case, there is a penalty inflicted to the former, but the latter, [illegible]. Other persons one is quixotic & break up this that he is readily liable, for a misdemeanor, this no penalty is fixed.

Eng. Law. 51. The same: otherwise the person of marrying would be merely committing with the known of preaching the gospel.

Eng. Law. 51. The Act of Henry 8. 3. extends that one in some marriage, which are not within the clerical degree, & with Co80 law prohibits, which is continued to extend to co tye of same, marriages made husbands & wives being so the case may be, peremptorial or impossibility. In all other cases the Ecclesiastical law will grant a divorce a vinculo matrimonii, but if more of them except the former marriage is absolutely void. In no case had during the contract nothing shall emnus the marriage to back.

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Con. Law. 31. So soon as the service of Divorce is had before the Court, it goes upon the great contract of the marriage, and voids all contracts the said contract and bastardy, as adultery, fornication, unnatural carnal knowledge, or any other Divorce of the said contract and bastardy, if not proved before the Court, or it is a quiet contract, the wife is not sanctified. The Court may allow the wife alone bastards for the said contract, and grants to the parties matrimony.

Eng. Law. 52. A. If the wife divorce a virgo and the wife has a child, it is in proof that it is in bastardy, if it is in bastardy, yet it is a bastard. For if a woman divorce a woman and has a child, the presumption of law is that
A bastard. It is in former that it is to the former husband it is legitimate. Of the origin of which there is certainty by an act of agreement, & the wife has obtained the possession of laws is that the child is legitimate. Something is not necessary to live of & paid in the right of the husband as in the State.

Cor. Law 62. Probably the same.

Cor. Law 63. When the marriage agreement is made, even if the wife by the husband (such as a grandson of the law), the husband is considered in equity to be a provider of the wife's portion.

Cor. Law 63. Probably the same as never been before our country.

In. The wife by marriage does not gain an estate, & the law, her estate is said to be suspended during the marriage, yet on determination of the marriage it again is restored.

Cor. Law 64. I believe the received opinion in this State is that the wife by the marriage with the husband gains an estate with him, at least after having abode in the husband's estate one year.
Eng. Law. 1. Leving children born in lawful wedlock at a convenient time are legitimate.

Com. Law. 1. Same.

Eng. Law. 2. If the child be a bastard the concern is whether to ascertain this fact is that the child should be a bastard or not. As the husband is impossible, and in the declaration of this, evidence must be held that there would be no other evidence of impossibility of access than that the husband was not in the country, and a man rational in such cases obtain. Any evidence of absolute impossibility of access is impossible. So that the husband was in another part of the country, but in this case probability weighs nothing; for if the wife lived in any city with another man, yet if there were no impossibility of access the child is legitimate.

Com. Law. 2. Same.

Eng. Law. 3. Where the imbecility of the husband the child is a bastard, it is demonstrated.

Com. Law. 3. Same.

Eng. Law. 4. If a man marries a woman with child by another man this child is not a bastard.

Com. Law. 4. Know of no such case determined by an Act.
Anno L. 8. Where there are bastard children, and the bastard enters in with the birth, and it cannot be proved that the father by the mother, or his issue.

Anno L. 8. How the same are determined.

Anno L. 9. The settlement of a bastard is the share.

Anno L. 9. The settlement of a bastard is the settlement of his mother, by a decision of our court.

Anno L. 10. Infants are not bound by their contracts generally, except for necessaries. The articles must be such as are necessary for the infant in his then circumstances. What is not to be bound by the contract for necessaries must be bound by the government of a guardian or guardian of the government or duty, etc. Anno L. 10. The same. This is the law. This is the act, or the contract, or the contract is in opposition to the common law.

Anno L. 11. The act, and not only to money, but suitable to the infant's want, if a reasonable price, i.e., shall not be more than such price.

Anno L. 11. The principle the same.

Anno L. 12. An infant is bound by his contracts for necessaries as before explained, yet such cases wherein is given by him or his like an onerous into the consideration are void. Upon this principle it is, satisfactions that shall be void, no matter are void when given by an infant.
be infants are said, but then one such was 78
in seats, then those necessaries given by prof-
io are necessary are good; to a note not neg-
ecible, for a single bill.

Cor. 2. the severest of the same, not even
have indelibly confounded, in the for ma-
then good. But some, with in the consideration
of no, cannot be expected into any more than
load, 2. If there be found the instance
ought to have considered with no less re-
o to be in bad case to have relieved, such
single from the consideration to be unqualified

Eng. 1. 13. either such necessity is avoided the con-
et sice.

Cor. 2. 3. Same.

Eng. 1. 4. whoever an infant was, amit which
would have been possible to do in thinking
is commend as well done, and not to blame.

Cor. 2. 4. Same.

Eng. 1. 5. No sooner with slip in the cost an inf-
ment without giving him a reasonable time to
content added it after the cause of age. In
Eng. 1. time is six months.

Cor. 2. 5. Same.

Eng. 1. 6. Contracts of any price for infants
are for nothing. Whether they relate to
the sale of necessaries, are void, and voidable.
The principle to which the subject is uniform
that the infant made at adolescence exceed
such contracts, which must, and is such any part
the contract another a few one or more,
This privilege is given to him to be and as a shield to defend them against injustice, but is not intended that they shall use this privilege as an armor to protect injustice.

... 16. Some...

... 17. Some...

... 18. Some...
An infant can commence by 
The inability to judge, but variable by the rate of 
During this minority, but not after. It is an 
likely, to the infant's knowledge, to the 
the altar, if we turn to a turn, 
words, which the child transmits to any one 
In a word, they say, they, the king 
medieval acts, in the last instance, to be transmitted. 
the infant, if they assert, that, in 
their knowledge, enough to him, and 
the parent is an infant or not by looking 
at him; but if he is seen and is not full 
age, then it will be to a few to know whether 
the evident at many particular points 
I should take it a little way to look 
the legal mind of the infant's personality, 
neighborhood to limit to the spirit of 
the Court in this popency. The other 
reason is that the legal carry is a monte 
the child, is incomprehensible. I 
the infant must prevent the avoiding the concept 
and during the minority or, rather, after.

Con. Sec. 19. To have no act construe is formed 
receipt of conclusion of the majority.

Con. Sec. 20. To conceive in effectuate, for the 
was probably as the Eng. Law.
21. The infant is when 17 years of age or bound by
what he does or by what he agrees indirectly, con-
cluding a debt without receiving it, and obliging
himself to a Debtor. In such case he
shall have his privilege of rescinding his contract.

Con. Law 21. April

22. An infant with a legal guardian the money
for the debt on behalf of the money for the
only excepted in the contract, shall be paid the ne-
money and make the value of the debt in one of 13
return the debt and receive back the money in
the due time. By the payment of the amount of the
debt the infant is relieved. If it had not been
for consummation of a gift to the infant on
will any property be held in trust.

Con. Law 22. April

23. A contract for money bound to an infant to
be paid out of property, which is actually
in his hand, may or cannot be avoided, but in
property it will be supported. This distinction
(see) thinks unreasonable & unfounded.

Con. Law 23. Probably undecided.

24. The infant may rescind his con-
tract on contracting with the money
and have the bond of the infant change
for the bond to their bargain.

Con. Law 24. same
Ins. Law 25. If the infant makes a contract and the contract is equitable, he cannot rescind it for in that case it is incapable of rescission.

Cor. Law 26. Same.

Ins. Law 26. An infant aged byVENT on the statute of limitations of the money, he cannot rescind for this be incapable of rescission.

Cor. Law 26. Same.

Ins. Law 27. At the time of laws that the infant in his representation, may avoid a contract made by the infant, when infant from age to discharge of personal property (that is at 12) should devise this property to keep up the contract, as the infant was full grown to devise, this is incapable of equity to keep it. For no reason why the rule should not be the same in law as equity, the rule smaller being placed on mind.

Cor. Law 27. Cases of no case in which this point has been determined. The age of discharge of personal property is mentioned.

Ins. Law 28. An infant of the age of consent to many, which he may covenant to. All property in the person of the infant in his wife's equity will enforce such settlement.

Cor. Law 28. Cases of no case in which the point has been decided.
An infant after the 12th of the 1st month is liable for his torts civilite or criminality.

Con. 2. 29. Same.

30. An infant is not liable in any case for torts civilite or criminality under 12 years of age. From that time till the infant be seven or more years he not be liable so he appears to be insane. As said that the presumption is in the favour until 12 years after that age.

Con. 2. 30. Same.

31. An infant is not liable for torts civilite or criminality after 12 years.

Con. 2. 31. Same.

32. An infant is liable for torts civilite or criminality before 12 years, but not after.

Con. 2. 32. Same.

33. The intention or mensala is unknown.

Con. 2. 33. Same.

34. The act of the infant is the act of the tort civilite or criminality the infant is not liable or innocent.

Con. 2. 34. Same.

35. If the infant is liable or criminality, the infant is not liable or innocent. In the same manner the infant is not liable or criminal for any other act.

Con. 2. 35. Same.
34. Parents are bound by the contracts of
their minor children, when they expressly
or implicitly allow them to contract. What
should the conduct of such an infant, though
the difficulty. It is settled that when
the action is brought to the use of
the infant, the contract is on
the Persons benefiting such a third, as is equal
for the
the infant to recover. For
the
the person, to recover, and the transaction, in such
case, the minor contracts are binding on the
Infant. In one case the infant is tile,
and in another, where mature
are to be paid to an infant, which the
Infant refuses to deliver. Remark that
the infant can alone in such a case of
Infant to recover. Observe, that the
Infant gives the infant,
the infant, to be
the infant, to be

35. An infant can never have a warrant, but
be allowed to recover judgment against the
same, as to the infant, in equity, only, under
Judgment.

35. Where no such beneficial matter
is taken for the infant, is not that
the law of infancy, that in order
to consider such a judgment, we
the warrant of the infant, and the posses
acting, and not as a

Parish are not liable generally for the
bills of their children, if they are done by their
permission, or by the immediate execu-
tion of their business, unless contrary
to their will, yet they are liable.

Con. 1. 20. Same.

Eng. 1. 39. Parents of grand-children and
grand-children of any age are compul-
sive to support such other in cases of poverty;
and when there is more than one, the propor-
tion of maintenance will be according
to their abilities. This is affected by Stat.

Law. 1. 39. We have such a Stat.

Eng. 1. 38. Sons in law are not obliged to support
their wife's parents. This has been determined
by an adjudication of the court to be contrary
the Stat.

Con. 2. 38. We have a similar Adjudication.

Eng. 1. 39. A married pauper who cannot support
her children is not obliged to do it.

Con. 2. 39. I know of no decision on this point, but
apparently the usage is different.

Eng. 1. 40. B. has an estate and is able to support
her children then in A, whom she married
liable, but his liability determined, with
the caution.

Con. 1. 40. Same.
Eng. 1. A parent is not an adult. A minor not being such and kept in ignorance as to the nature of the charge, having been induced to enter into such promise, has been induced by representations of one or more.

Eng. 2. As the parent is entitled to the reinstatement of the child, an inquiry should be held to determine whether the parent is entitled to compensation for the neglect and want of care.

Eng. 3. The last mentioned action is for: A parent against a person who, through his daughter, which the defendant was to be the guardian of, the action is brought, and the usual damages recovered.

Eng. 4. The parent is entitled to an action on the part of the child who was brought out of the action.
§ 15. 47. A parent may educate their children, as they please...
Co. L. 27. It having been under much reprobation,
parents are hereby compelled to learn their children to read the Bible, & to teach them
the laws, & all proper offices. If they are
unable to do this, to learn them by best
some orthodox catechism.

Co. L. 28. A parent may justify his child of the
charge of the child being guilty of defence
of the parent.

Co. L. 29. A parent may justify his child of the
charge of the child being guilty of defence
of the parent.

Co. L. 30. Guardians in Chancery are entirely
antiquated.

Co. L. 31. No guardian exists.

Co. L. 32. A guardian in charge of an unmarred
child, or his tender, is entitled to the
right of real property. In such case the per-
son who is nearest of blood to them the
inheritance can by any possibility
deserve a guardian in such. This guar-
ianship extends to such real property, and
the custody of the person, but nothing
to do with his personal property. It had
sold the goods 12 years ago. When such was
sold it the guardian.

Co. L. 33. There is no need of a guardian in such case.

Co. L. 34. Such guardians are applicable in the way
to give bonds, or to account under the
law may be deprived by the court.

Co. L. 35. No law.
A guardian may be appointed by will.

Comment: 52. There can be one such guardian as we have

Comment: 53. Some

Comment: 54. The father's death, the mother is being, the

Comment: 54. The father is dead, the mother is being, the

Comment: 54. The father is dead, the mother is being, the

Comment: 54. The father is dead, the mother is being, the

55. Father & Mother are both head the Law the same as to males & females as stated in the preceding case as to males.

55. Same

In the preceding part of this comparison of the Eng. & Can. Laws nothing will be taken of either when there are both. The differences only will be pointed out. Where no mention is made of either then they will be taken to be alike. It is considered equally beside & necessary to put down all the laws in either country as it is attempted to be for the most part remarked upon in the foregoing sections. Where the law is stated different both will be put down & in so doing the difference noted.

This will a considerable abridge the labor and pages be equally effected.

A Guardian is bound to account with the infant. This he may be compelled to do by the infant during the guardianship by his vicious angry action inгиб or by motion of account Laws.

In the general principles are the same with this difference, that the common sense of the English guardians is by action of accident at Law. Where of no action any it may not also be done in this. The necessity of the case requires it. Possibly amounting in a种类 of products make sufficient.
Lectures on Criminal Law.

The authorities, &c. contained in this following lectures will be taken mostly from
Hals. Pol. Duties (own law). Hawkins. 3d. of the
laws. These authorities will be more quoted in
our law's, their applicability as far as in my
opinion, renders it. As far as I have got them
the lectures taken by the scribes students have
been too intemperate and want my quiet attention.
Hence the few chapter to ab顿on them, so few
they able to criminal law, and the distinction
made for myself.

As the sunshine to any tree must,
when regarded in a moral point of view, be voluntary
in the to claim any merit, so the obedience to the
same law must be voluntary in order to make
Hals. ch. 21 the person absolved to any punishment. When
the will cannot aid, there can be moral merit.

A moral action can be obliging
when a being eligible a will shall perform duty,
within to will to do a thing or not as he pleases.
Criminal Law: Incapacity

This being the case, than a reason that you continue to any law we are to see that it can with a will entirely defray, before we punish them in this subject we shall preserve Blackstone's view of treating it partly closely.

In order to make a man obnoxious to punishment we have seen that the will must join with the act. Hence any there is cases in which the will does not join with the act.

I. Where there is a defect of understanding.

II. Where there is anything of will applying in the party, but not until the education of the time of the first commission.

III. Where the action is constrained by some external force.
Criminal Law. Incapacity

1. Where there is a defect of understanding.

2. Of Infancy.

In law, the boy and law are very nearly the same on this subject. The civil law is as a law of one place, either here or in Eng. but on
been adopted both as far as they are deemed
applicable to one state of society. The Roman
law is supposed to be drawn a large part of it
this subject from the civil law. Our law both
its form is much of its taken from the Roman
law, which is founded in reason; reason far more
than adopted it.

A person is said to be capable
to make civil contracts till he is past 21;
but in criminal cases it is different. There
are three periods by the civil law at which
infants are competent to commit crimes or
not commit crimes, since the promptson
do not their guilt for infancy.
Criminal Law. Incapacity

Sec. 22. The first period is between birth & 7 years of age.

1. From birth till 7 years of age, the infant is considered as absolutely incapable of committing a crime. From that time till 17 years of age, the infant is only capable of the petty crimes, &c., of which we have spoken. But this has almost no importance.

Sec. 27. Nevertheless, there are a few exceptions.

Here is another section that has general rules for infants, which are not of 7-2 specious ages of 0-8. Here is another section that is not of 7-2 specious ages of 0-8. Here is another section that is not of 7-2 specious ages of 0-8.

Black 2. It is not worth the trouble of mentioning them.

The rule now adopted is one to decide of the Cy caves. It is to judge from the circumstances of the crime, the appearance of the infant, &c. Here is a case of the guilt of the fact committed, or whether it is solely capable, for the maxim is inadmissible of the same. However, it appears no law would allow one of incessable.
Criminal Law. Incapacity.

The presumption of infancy is to be made in inverse proportion to the age of the infant. The younger he is, the more strong this presumption in favor of his innocence.

The laws of this in some cases privilege infants under 14 from being punished for common misdemeanors. This is in cases when they cannot have the command of their property to sin by their duty; as the meaning of a bridge crossing an highway.

2. The second sort of infancy of the mind which exists in one who has committed a crime by reason of infancy of mind. Whether the crime is a treason.

In civil cases it is a matter of the highest importance that a man shall not be punished for the very thing he was able to avoid in committing the crime, nor may. In criminal cases it is sufficient.

It is always a presumption of fact that a man's name, meaning, till the contrary is proved.

If a person is subject to sundry intervals, it has been guilty of a crime, he is presumed to have committed the offense in such intervals, and shall be punished.
Criminal Law. Insanity.

Of a man commits a capital offence before trial becomes insane, he ought not to be sentenced—
if after the offence has been tried and he shall
not be tried— if after judgment he becomes insane,
he shall not be executed whilst insane. An act,
says the execution of an offender is, for example—

2. Statute 2

1. Statute 31. An idiot, or a person under one hundred at the time
of committing the crime shall not be punished.

The rule of law is: quia peius foret si non furore pandatur.

A man who is found, committing a matrimonial is

1. Statute 41. presumed to be an idiot.
Criminal Law: Incapacity

3. The third incapacity is voluntary incapacity by drunkennes or intoxication, which renders men of their reason, done them in a state incapable of any deed, except them with a temporal incapacity. See no law books agree that this kind of incapacity is no excuse for a criminal verdict higher than excepts the crime. If it were admitted as an excuse it would contradict a sound maxim of law, viz. no man shall be committed to the penalty of his own crime. It would be shading one crime in each for another.

comm. 23. 36. 7. This comes under the second general division.

This fourth division of the will in committing a crime is that of one committed by premeditation or design. Here the will advances a total necessity of doing nothing wrong with the deed. The will is that of any accidental misfortune which is happening to lawful and the lawful ends excepted.

Comm. 27. Ignorance is another excuse. Here the deed the will is not equate, done with real intention, but must be ignorance of fact, not of law. Ignorance excites, and prejudice, unless with, removes exceptation in the matter of law.
Criminal Law: Inequality

6. The unlawful subject of debt of the wife is that: 

a. Consanguine arises from compulsion or necessity, and fall 

b. From the third general division, the will 

contracts that the wife is so far from concerning the 

it that it is still, if disguised, to it. The guilt of a 

c. Crime committed in the freedom of the wife, from pur 

pursuit, can alone be guilty of a moral action.

This holds true on several cases.

1. Debt is that of civil emancipation, by which the 

imprison is compelled to do wrong by his superior.

2. The subject is no relation to his superior of 

common by his command. The body may act by intent 

[Illegible]

3. [Illegible]

4. [Illegible]

5. [Illegible]

6. [Illegible]

7. [Illegible]
Criminal Law. In-capacity.

3. The chief object of civil legislation is that of making one of the voice to the husband. The right to all civil privileges of many criminal acts. Derived in law as being sole fidestate due. The criminal acts are those alone which concern the husband remoter.

As good a general rule, perhaps, as any is,-

That the wife in some the guise of her husband in all civil acts, in all criminal cases is to be excepted; except she in cases then the crime is murder in the 1st degree.

In some inferior municipalities the wife may be indicted with her husband. So for keeping a brothel.

As for in company with the husband commit a theft she is equally. It cannot be an accessory for receiving the stolen goods of the husband, or that he is heinous. She commit a theft by the law command of the husband be guilty of larceny, unless robbing the may be indicted. In the case of the lord or this subject.

Ezek. 18:20. 27. 1. 1. 1. 1. 1.
Criminal Law. Incapacity.

1. Disease of mind is what is called in law, duress for minors or blemish of manner, which induces a natural fear of death.

Some express is, "dread of another's moment."

A person away for fear of death innocently that an attendant has in can more within manner to save himself.

5. The fifth act is when the necessity arises by force of nature or the inevitability of two acts a man must choose of death. As when

a person is bound by law to depose a not known (s) with each binding some one.

In any, the thing is such an extremely few.

The evidence, whereas the fear or fear for one's own.
crimes in general.

"A crime, in the abstract, is an act committed in violation of a public law. Crimes, in common parlance, are the subject of moral and political philosophy.

The distinction between public crimes and misdemeanors was once clear and distinct in theory, but it has been blurred in practice. Public crimes are those which are committed by individuals, and which are punished as such. Misdemeanors are those which are committed by individuals, and which are punished as such, but for the benefit of the public and the community in its aggregate capacity.

Misdemeanor in the strict sense includes not only injury to an individual, but also the public at large. The relation of public to private is also a matter of public interest. In the former, the public interest is served by the public. In the latter, the interest of the individual is served by the public. In the former, the public interest is served by the individual. In the latter, the individual is served by the public.

Thus, crimes are not only acts of violence, but also acts of omission.
Times against God & Religion.

The following crimes punishable in our own country will be strictly noticed. 1st. In the Pop. Books, those are not punishable that will be hereby mentioned with particular reference to the Books in which they are stated of an length. I shall follow the view of Blackstone & With Abigail.

Art. 320. The crimes against God & Religion in this State are chiefly the following: I. Vagrancy II. Atheism III. Episcopacy IV. Vandalism V. Spurious V. Spurious VI. Deads of Debtors

7. 15. When leaving

We come with these moral precepts.

And Welt amends, miniately, strictly enforced in our State. 185.

188. The situation on this moral. In this State has been to show that there is little or no common law practice established by our Courts concerning them. At last, I might say no else of our practice.

Sec.
1. Blasphemy. Blasphemy is when a person.

2. This is a crime of some degree. It may bring

3. It is the desiring of the being of God

4. It is written, 'By preaching, teaching, speaking or deceiving.'

5. Reprobation is when a person having been

6. Then it is more good than one, by writing

7. This is when a person having been

8. This is when a person, being from

9. That which is always God.
2. Rev. 21:21

Reprobate is one a person, having been 
educated Christian, either by writing, teaching 
or private preaching, denies the Christian religion 
to be true of the Divine Authority of the Re 
Testament.

A person is a second time convicted of any of 
the above offenses he is by the first published to 
adequate service, to proceed on and maintain any actions 
or Information in Law or Equity, or for Guardians 
of any Child of Executor, any Debt, a Deed, 
of any Estate, and upon the fifty conviction, to 
the sixty months within twelve months in the court where 
convicted, such convicts against.

No person can be proceeded by any of the above 
Acts 183:183 unless the information must be given 
certified 30 days within 6 months.
VI. Breach of Sabbath with respect to a variety of acts punished by Stat.

Sabbath.

3. 8. The offense which are punished as breaches of the Sabbath are so variously defined in the Stat. that

VII. Before leaving, confide in me as to

Thou art guilty of the name of God, my letter

in oath, a word in God's name, making any

laius. This offense affects him to a fine from

Jer. 5:27. Also, a rec use of property, to acting on the

Works.
Oftentimes God's Religion

The offenses in the Eng. Law against God's Religion are more numerous than it is fair to suppose, the State having been erected on the basis of separation, and the people had very inadequate idea of God's Religion.

Most of the crimes are covered by the common law, but in Eng. & Scotch law, they are specially aggravated by 1727.

The following are the crimes against God's Religion as given in Blackstone's Thes.

1. Perjury
2. Treason
3. Impeachment and Defamation of the Crown, Doctors, and Counsellors of State, to the Church
4. Perjury
5. Perjury in Matters Concerning the Church
6. Witchcraft
7. Religious Imposture
8. Smuggling
9. Sabbath Breaking
10. Drunkenness
11. Lewdness
Offences against God & Religion.

This is the schedule of the English Offences against God & Religion as given in Blackstone. For a more full explanation & proof of them see 1 & 2 Hals. from page 297 to the 402.

1. Hals. c. 1. 2. Hals. c. 2.
2. Black. comm. from 41 to 66 Xe.

By comparing their system of Offences of this nature with ours we can see other parts are of
similar nature have been omitted.
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Depositions have been received.

Costs, except new charges: £158 15s 2d.