Lectures
on
Municipal Law.
by
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viginti annorum lucubrationes.

Taken by C. Baldwin in 1810 & 1811.

Volume 1st
Lecture No. 1.

Municipal Law.

Law in its most general sense is a rule of action. (Bk. 38.)

Municipal law is a rule of conduct prescribed by the supreme power of the state concerning what is public or private, and concerning things relating to property and person.

The rule is most commonly expressed in a written instrument. By this it is meant that the municipal law is not merely an established rule of conduct, but a rule in writing as an absolute enactment, and to which all organized subjects are subject as well as all subjects outside of such organizations.

"Bacchus" by this is meant that it cannot be any subject, but a subject upon which there is a written rule of conduct, a body of law, having that respect. (Bk. 35.)

The intention of the legislature is clear, and it is expressly made to be so. (John, 5:17.)

The legislature are the supreme power, and in the greatest part of their provisions cannot be considered as being over another, consequently by...
Municipal Law

To the many cases of the law, that is to say, the common law, let me add one more. 1. Bes. 46. 10.

To the rule to be observed in the construction of an act after the time of the case 1. The reason of the rule is to be considered according to the common law. If upon some terms of art are always to be considered, according to their acceptation in that art. In a general rule, that, if any terms have been given to the common law, that, according to their acceptation in the construction of the statute. 6. Bes. 113. 1.


2. If there are any terms which happen to be included in the decision, it is to be considered in the decision, and not the terms alone. The case may be considered as a case of art, and the terms, in so far as they go, must be construed with reference to the other. 1. Bes. 165. 15. 1. Bes. 216.


3. The nature of the case may be considered with regard to the principles of the law. 1. Bes. 60.

4. The object of a judicial construction must be to be considered. 1. Bes. 344. 4. Bes. 662. 1. Bes. 61.

5. The last important point in the rule is that the purpose of the law is to be considered. In so far as the law is the case of construction, it is the equity of the law, which is that of considering the reason of that, unless the law by reason of its uncertainty is sufficient. But in the equity of the law, the construction must be considered with the reason of the law. 1. Bes. 331. 1. Bes. 341. 1. Bes. 341.
Municipal law.

1. Municipal law is divided into two kinds, viz. the
   common law, or the law not written, and the written law
   or the code.

1. The unwritten includes: 1. the common law proper
   or as it is called, the common custom. 2. Particular laws
   observed only in certain places. The unwritten law is cus-
   tomary law, and, according to this division, the un-
   written law and the common law are not the same.

The common law is a branch of the unwritten law
for particular custom, which are a branch of the un-
written law and common law. 1. Bk. 6. Ch. 1.

So is the unwritten, because its origin consists
in not being committed to writing; if there were no un-
written, there would be no written law. 1. Bk. 64. Ch. 1.

The first branch of the unwritten law is the common
law. All unwritten law is customary law. The common
law, therefore, is founded on customary law.

So also, as it is called customary law. It is called customary
law, because it is in common to the whole state. 1. Bk. 62. Ch. 1.

The common law consists of its customs. Not only
its customary laws, but also its customary usage. It is not
universal usage, but universal usage as really
unwritten. So said no certain, general
usage is the law. If you presume to be guided in
any part of the burden of time, between enrolling
or taking

Richard

of the present time, this is also of
the law. Theory only—by a great part of the
common law has been made, no, but


The common law is to be found in the record books
of courts, or in books of reports, or in municipal printed
books, or in the cases of learned men in the books
of

It is therefore to be found in certain written
memoranda.
Municipal Law

A municipal law is a law relating to the government of a city or town. It is a law passed by the city council or other governing body of a municipality. Municipal laws typically cover a wide range of topics, including zoning, building codes, public health, and traffic regulations.

The term "municipal" comes from the Latin word "municipium," which means "city" or "town." Municipal laws are different from federal and state laws because they are specific to a particular community and are enforced by local authorities.

Municipal laws are important because they help maintain order and ensure the safety and welfare of the city's residents. They can also play a role in shaping the economic and social development of a community.

In some cases, municipal laws can be challenged in court if they are deemed to be unconstitutional or if they violate the rights of citizens. In these cases, the courts may strike down the law or modify it to ensure it is in compliance with constitutional principles.

Overall, municipal laws are an essential part of the legal system and play a critical role in the governance of cities and towns.
Municipal Law

The common law is opposed by the laws of England.

1. Particular custom is a local usage. 1. Bl. 471.

This is called particular because it relates only to the inhabitants of some particular district. This is the true difference between common law and particular laws, as to their general nature. But there are several rules that relate to particular customs only. 1. It is a general rule, that the particular custom must be specially pleaded as a matter of fact, that the existence of the same must be shown, after that the cause of action is found within the custom. 2. Bl. 265. 1. Bl. 159.

This is a particular custom is to be, especially pleaded, and must be tried as a matter of fact. I may be known to go to a jury. But if the custom has been before tried, decided in the court, it is not to be tried again. 1. Bl. 76.

There are two particular customs that do not come within this rule, viz., the customs of gavel kind & Borough English. They are not specially pleaded. 1. Bl. 60. 1. Bl. 175. 1. Bl. 76.

Justice Blackstone marks the sex. He always uses particular customs, and I think improperly. The law merchant is no local usage. The merchant law governs particular transactions within the realm, but is not confined to local limits, to a brace of country. 1. Bl. 75.

That it is not a particular custom appears 12th Bray. It is not necessary that it be specially pleaded; 1. It must if were a particular custom. 2. It is never tried by a jury; particular customs are. 3. It is not to be proved by witnesses; particular customs are. When it is not that merchants may be accounted
Municipal Law

As to the existence of customs, all that is essential is that the judge may require of them, in the same manner as he would counsel a deponent, to give the meaning in some technical words. 2 Red. 176. 3 Bl. 437. 1 Bl. 457. 361. 367. 2 Ben. 1218. 1222. 19. 96.

1 Bl. 229. 97. 20. 976. 18. 18. 18. 18. 18. 18.

As to the requisite to make a good custom, it is most.

1. That it be common and 2. uniform and equal.

But an act contravened in circumstances of reasonable or rather not unreasonable 5. cannot in itself.

...it must not clash but agree with other customs. 1 Bl. 96. 26. 26. Inst. 113.

Customs in derogation of the common law are to.

be construed strictly, i.e., they are not to be extended.

by analogy or construction. 2 Bl. 76. 76. 76. 76. 6 John 37.

...all customs must submit to the

non-derogative. 1 Bl. 75. 1 John. 15.

Section No.

I have already observed the common law has

ruled time. If two first it have common law

some to the other.


...the civil common

law.

...the common law is

ruled in England by

practice, but

amount of any original
custom's existence.

The common law is

to England, so long as

...in this country, limit their authority from

...practice is an option or choice, except

choose a statute of England or accept it by a statute

...itself. It is clear that our courts ought not

...custom law of England, only in their
Municipal law

The municipal law is the lex societatis, by which is meant the statute law or acts of parliament. The ancient English statutes are said to be binding in this country as far as their common law is, i.e., they are part of the law of this country. The reason why they are thus considered is, that our ancestors when they settled here brought over in their own right, so much of the law as were their own customs, that those statutes are absolutely binding, but have force as far as is applicable to their nature.

The second branch of the municipal law is the lex scripta, by which is meant the statute law or acts of parliament. The ancient English statutes are said to be binding in this country as far as their common law is, i.e., they are part of the law of this country. The reason why they are thus considered is, that our ancestors when they settled here brought over in their own right, so much of the law as were their own customs, that those statutes are absolutely binding, but have force as far as is applicable to their nature.
The English books yet agree so to say, that these statutes were
congregated. As it is known that modern English statute
law was very much, but that ancient statutes were never
passed without a very long check. 41st. 1 Bl. 187. 13th. 17 Geo 2,
In this, however, that by far the greatest portion of Eng-
lish statutes have necessarily related to the community. Many
of these statutes were indeed of course, and to pro-
duce have only been so, that what an English law is, or how
many it were to say, although very, or the case of(better) laws are unknown to the community. They
were made in England by a statute, to explain the
end of the same.
A public statute is one that relates to the whole community. A
private statute regards property or persons, or particular persons.

Particulars of this distinction is extremely difficult. The
law relates to no one or no property, but perhaps regards no
one or no property. A public statute to no respect the whole com-
unity, as the statute of that century, consequently there is no
determination there. But in many cases statutes relating to par-
ticulars in the terms of them or to persons, or to persons are pub-
lic statutes. The rule of some maxim seems to be this, of the self of persons to whom the statute
veri's amount to a person, is a public one, but of amount
dy to a person, is a private one. But I a private
one. But I am right, that a person may only be a special or a person.
In which case the rule is, if the self of persons are
in public statute, the rule of public nature seems to be
this, the self of persons to whom the statute
visits amount to a person, is a public one, but of amount
dy to a person, is a private one. But I am right, that a person may only be a special, or a person.
Municipal law

but concerning sheriffs, it's private. 4. 60. 76. 15 132. 85.

1. Stand. 371. 7. Bl. 86.

every statute in 4th that concerns the king is a private
statute of course. 4. 10. 77. 3. 60. 21.

A statute giving a preference to the king is public; every
statute concerning public revenue is a public statute. 3. 54
10. 3. 57. Stand. 65. 12. 249. 613.

Statutes are again divided into such as are declaratory of the
common law, such as are remedial of it. A declaratory statute
declares what the common law has been. Hence they do not make law but declare law which is already made. Remedial statutes, always introduce a new rule, if this is by supplying any defects or abridging any absurdities in the common law. The remedy
statutes, therefore, abridge some rule. Our statute concerning
the term of land is declaratory; but statutes in general are
remedial. 1. Bl. 86.

Again, all statutes are divided into penal, remedial, in
beneficial, which is the most plenary, though the word
remedial is here used as contrary inquisitive from the word
penal. A statute supplying a punishment of any kind is penal. The word penalty is most extensive signification is synonymous with punishment. But it
now used in a more limited sense, meaning a mulct, forfeiture or amendment. 1. Bov. 450. 1. 5. 2. 314

There are certain statutes which operate as penal, but are
not treated as such. All statutes which gave higher remons
than national justice requires, are penal, without being so
considered. Salk. 212. 1. Wills 125. 1. 345. 411.

All statutes then which are not penal are remedial.
Municipal law

On municipal. 1. Wils. 126. 3. co. 7. 7. 5. 257.

Statutes allowing costs in any case are penal, both men not known at common law, they were introduced, by the statute of drawback in the reign of Edward 1. The costs are recoverable as a punishment to those who pay them. 1 St. 25. 1 B. & C. 3. 7. 7. 5. 37. 10. 119. 5. 2.

But although statutes inflicting a penalty on an him are penal, it cannot follow that a prosecution to recover his penalty is a penal action, for an action brought in an criminal, to recover a penalty in his own name, no night is a civil action. The statute is penal, but the action is civil. Yet it is the proper action to recover a penalty. The form of the action is to determine whether it be a civil or a criminal action. This distinction is very important, for a penal action is not within the statute of limitations. Consequently, the declaration cannot be amended, while civil actions are not so limited. But such as is under seal will be assessed in a penal action.

Sept. 182, 4. 5. 25. 7. 5. 7. 5. 257.

Statutes are either into affirmative or negative. Affirmative statutes are couched in affirmative terms of negative terms in negative clauses. The affirmative is important, as it respects affirmative of negative statutes.

1. Bla. 49. 5. B. 64.

Every statute is to commence its operation, from the judge of the passing of parliament, in which it was enacted time of appeal or particular, or it to commence. Hence many statutes have a retrospective operation. But it was usual to appoint a time when the statute shall commence its operation. 1 Ray 374. Holt 111. 22. 309.

But note this it is said that if the affirmative statutes are more on the same subject, having the same preamble, and the statute has properly, that if they are so disgraceful to one another that they are unpleasable to each other.
Municipal Law

Though this is called in some respects still it is law. This may happen, however, that no time is appropriate for the statute to take effect. 5 Bac. 636. 33. 17. How. 520. 5. 116. 237.

The rule of English law has always been expressed in some statute here do not take effect, till a reasonable time has elapsed after their creation. If the rule were that no statute shall take effect, till the longest of that period of time which it was enacted of the personstatutes have to return home.

I will now treat of the construction of statutes. The object of construing law is to ascertain the will of the law maker. Thence the rules to be observed are such as are intended to assist the mind in ascertaining what the mind of the law maker was. In the construction of statutes which are not periodic, these points are to be considered, the old law, the mischief of the remedy, s. c. 76. 7. 37.

The particular rules of construction I have not given you, if those rules are to be observed in all statutes. But though those rules are to be observed, yet personal statutes and to be construed strictly i.e. according to the letter of them, this rule is not well explained. Now we will explain it more on one side only. Now the meaning of the rule is, that literal statutes are to be construed strictly, or against the personal intendment of him. The rule that to the personal of this provision altogether a person shall be considered guilty of a penal statute, unless he is so within the letter of it. A sentence strictly he may so within the spirit of it. So if he is not within the letter, you cannot bring him within it. On the other hand, if a person is within the letter of it, he shall not be considered so, unless he is within the principal spirit of it. The rule then amounts to this: a judgment must be to the spirit of the law, to take a party out of it. Finally, though he cannot resort to it, name to bring him in it. 1 Hawk. 53. 61. 116. 131. 138. Rom. 17.

Municipal Law.

A statute is a penalty on a person who shall do such an act or thing which the statute, if it is a statute in itself, a penalty on any person who shall do it. In the street, a surgeon who performs an act which is not within the statute. If the surgeon is guilty of any act which is not within the statute, the surgeon is not liable to the accumulation for additional punishment unless he has been convicted of the first offense. 1. Hunt, 148. Hord. 465. 4. B. & C. 661. 3 H. 324. 570. 675.

Lecture 125.

The rule of strict construction in penal statutes against punishment, is not uniformly observed. Thus, in the statutes of England, taking or using a master's mark is made public because the hiring the husband by the wife is not mentioned, and the husband is not mentioned, so in one or two other cases. Brown, 66.

But the intention of the regulation must prevail, and the intention of the regulation must prevail. In criminal as well as civil cases. 1. 52. 3.

Some laws of one country cannot be taken as the laws of another, or to have any effect as to the laws of another country. However, all of one country shall stand for the penal laws and laws in civil cases. 1. 51. 123. 1-3. 773. 1-6.

The penal laws of every country stand for the laws of that country, so that a man shall not be tried for a crime under the laws of one country, and a crime under the laws of another country. The crime can be punished for up to a year. But from the crime.
Municipal Law.

would say no penalty should be necessary except for an of-

The point on municipal statutes are to the constituent in-

consequently the those may be enlarged or restrained

or to obtain the intentions of the legislature, more to

increases not within the letter, to extend such as

are within the letter - it is a law relating to execution

may be extended to execute; administrative cases in the

same is the same. Again by the statutes of Henry 6th

all persons were authorized to remove, by ordinary

cases included in its outer limits. 5. 354.

The it is that a statute taking away a common law

remedy is to be strictly construed. Thus the statute of

limitations taking away the common law remedy is to

be strictly construed. So in 5 common law cases, to

rather with the party, the court had not to be with

in the statute of limitations. 10. 1 167.

Any cases on every day to are want to be con-

structed so as to extend the meaning beyond the common

latter, otherwise there would be no end to construc-

tion. 6. 6 Stat. 34. Henry 6. the application of such

might by construed literally 1 500 and in fact not

section 53 34. 59 b.

is a statute partly penal, partly beneficial case to be

constructed strictly is part of the law to be construc-

tions when it operates on the officer, only of which

is operated against the person. To the statute against

officers which are generally penal, here none the statute

does not apply to the officers. If it is its punishment, the

case is constructed as to, but is not so as in the officer

by setting aside the practical intention of the

construction is strict, and a penalty as the au-

law is liberal. 1 M. 82. 3 4. 54. Henry 67.

The different cases of the state as much as to be construc-

ted that if possible, the whole may stand.

It is

construction is not damaged. But a saving or provision

which is wholly consistent to the law of the statute
Municipal Law.

By not (the reaching piece given... 4.) if statute, fourth, the bottom) I mean seen the right of 37. 3. Bl. 63.

Of two statutes, referring to each other, which the latter on part of the statute is the former. 3. Bac. 6. 6. No. 1. Vol. 6. 7. 5. Nos. 111. 117.

So that the latter part of the major statute, so far, is the former, so that the former be the latter; except the former expresses the former, in proportion to their importance.

This is apparent from the case of saving ed notes because the man proceeds from mistake, the other cases in accordance with principles: rule. 37. 6. 6. Bac. 6. 7. 5. Nos. 111. 117.

Then the common law of the statute will be the common law of the act. The reason is that the same

The statute law is defined by higher authority.


The law may well be contrary to nature; it is not, therefore, there can be no continuance of common law. The proposition must be the conclusion. There is any agreement. If the acts of the legislature, of course, in common law, that nothing can be unless it is such. It now may replace the forms of subsequent legislation.


The former may replace the respect of a former statute or amendment, only the execution is more profound. 6. No. 63. 62. 6. 3. 6. 8. 411.

Or may. That a common statute do not appear to be common law. Although this is seen worst, for presence of such statute, cannot be negatived of the conclusion, can be may be implicated with it.

The common law is given, that adverse usage to the former and 6. 6. the statute 6. 8. 12.

Again, upon a period statute might be a common law.
Affirmative statute are sometimes given an accumulating validity. When it does not abrogate the common law, the statute begins, but it continues to operate even when the original statute may not at common law. 1. B. 613, 606.

I am inclined to think affirmative statute do not always repeal another. This I think incorrect. An affirmative statute always repeals another, if it is incorrect last will (L. 20. 310. 1. 318. 3).

If it exists prior or is higher in degree in the latter instance, the former is valid. 1. B. 613, 606. Where not, but when a statute is a higher punishment for a greater offense than the common law, the common law is not repealed. But when it is a lesser punishment, the common law is not repealed. A statute is inserted in the memory of the law. 1. B. 613, 606, 614.

Whenever a new or altering statute is declared or declared to be declared, the statute shall be declared in this respect. 1. B. 614.

A statute which creates no new offense must be inserted in the present statute, 1. B. 614.

A statute which has been declared or declared to be declared and is inserted in the original statute is inserted in the new statute. 1. B. 614, 646.

In considering a statute, the preamble is to be regarded (John 327, 335).

As a rule when a statute is repealed, that statute, together with its continuance, are void.

When a statute is declared or declared to be declared, it is void. If it is contrary to the first law of common sense, 1. B. 634.
In general, a breach of contract can have a value for the parties, yet, statutes pertaining have put an opinion all parties through, the statute having a greater rate of expense against the offender, it is improper, if a new case is made on the same facts, the opinion cannot be punished. He cannot en- force the statute, for it has not ended, nor used on the way, for it is not made over the statute was committed. He may however, at the new man be punished at common law. 1 Sand. 482, 1. Black 165, 1. Black 548, p. 327.

...
Lecture No. 7.

If a statute makes a new law for an old offense, it may be a matter of justice, if it is reasonable to the community, to extend the statute to the case in question, or to extend it to other cases of similar nature.
Municipal Bank

As much as to the satisfaction of the person, and of the
object of the inquiry, have now been obtained, by remaining
the more age, to be the same as possible, but it has no
consequence. This is the case, the same is necessary, as
I have said, and construction, 1. sect. 3. 530.

the same, or to the construction of the cases are to
Commissioners of Equity, on cases of area, but it is
place of enforcing the law in so many cases, as the
same is the same for the construction of cases,
without, in several hands, property, 5. sect. 1. 464,
sect. 261. 1. sect. 1.

From a statute, or a want of a statute, a thing shown
a statute. Wanting, when a statute was not, where
an easy inference to it as against the form of the
statute would cause surprise or by virtue of the statute,
reading a statute, to quote the counsel. So seldom
a statute, to quote its contents. Who counsel, it
amended things, but often in vain.

Lecture No. 8.

As much as to the satisfaction of the person, and of the
object of the inquiry, have now been obtained, by remaining
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Municipal Law

The facts in the following cases are as follows:


But in all these cases the courts held that the text of the statutes in question was not in favor of the public interest, despite the fact that a public interest was shown to exist. 1. Case, 300. L. 651, 652, 653. No. 456. 1864.


In the case of each of these cases the courts held that the text of the statutes in question was not in favor of the public interest, despite the fact that a public interest was shown to exist. 1. Case, 300. L. 651, 652, 653. No. 456. 1864.


Municipal Law

...
Municipal Law

22. When there is an action against a man, if the action is against both men, it must be one in two counts. There are many cases where there is an action at common law, which is in effect a statute. Sec. 235.

If a law imposed by the state has expired, or, in substance, has been repealed, representing the local municipal law, 2 Ill. 106.

The power of the state to create a new tort in an act of state is often found in an act of state, Sec. 106.

In an action at common law, if the action is in writing, it is not necessary to declare that it is in writing. The evidence may show it. Suppose a new statute is passed, Sec. 106.

If a contract is made at common law, or by the state, and it is in writing, it is necessary to declare that it is in writing. The evidence may show it. Suppose a new statute is passed, Sec. 106.

If a contract is made at common law, or by the state, and it is in writing, it is necessary to declare that it is in writing. The evidence may show it. Suppose a new statute is passed, Sec. 106.

Lecture 18.

When a statute makes writing necessary to the validity of a contract, which is unknown to common law, it must be shown to be in writing as in the case of surety statutes, 12 Ill. 106, 640.

The writing in the statute, the clause in the writing, must be negative by the proclamation. Sec. 194, 378, 197.

But an addition to a separate clause, may not be negative by him who promulgates the clause, or the statute: 2 Ill. 106, 640.

The writing shows the negative clause, but not the proclamation of the clause in the statute. Sec. 194, 378, 197.
Municipal Law

It is the rule in the interpretation of municipal law that private rights are to be held to exist only so far as they are not excluded by the terms of the statute. A statute protects private rights only so far as it is not repugnant to the general law. If a statute is not repugnant to the general law, it may be held to protect private rights.

Section 544, 1827, provides that all persons who shall be parties to an act which is not authorized by the statute shall be liable to the person or persons injured by such act. This section is not repugnant to the general law of torts.

Section 545, 1827, provides that the right of action shall be exclusive and shall not be deemed a right to maintain a suit in any court.

Section 546, 1827, provides that the right of action shall be exclusive and shall not be deemed a right to maintain a suit in any court.

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The statute may enable an individual in his private right to prosecute for an offense done to the public, or for the public benefit. 1. Bac. L. R. 136. 120. 136.

This statute has not been enacted in some. In such an event an individual can prosecute only in his own right. A qui potest quem querat, nisi in se ipsum. It is incumbent on the individual to decide for the public. 1. Hackl. 63. 124. 347. 260. 136. 118. 142.

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Municipal Law

When a plea goes to the king. In conformity to the law by reason of the plea, the plea may be made by affidavit in a concurrence of the officer in the matter. This is by reason that it is not in the usual course of law. Plead 390.

1. R. 406. 5. 70. 171. 133.

When a plea is for mercy, for the reason of not having the whole amount of the plea, then the officer is not bound to pay over, but may take the plea. Plead 116. But 116. 9. 7.

2. R. 659. 2. 77. 2. 217.

When there is a plea of mercy, the plea may be made as a plea in bar of the officer in the matter. This is by reason that it is not in the usual course of law. Plead 390.

3. R. 657. 10. 46. 47. 126.

When a plea of mercy is made, the plea may be made in bar of the same in the same matter. Plead 116. But 116. 9. 7.

4. R. 659. 2. 77. 2. 217.
Municipal Law.

by the process of the ejector. If none of the actions in question, this shall be no bar to the recovery thereof.

The propriety of a quiet title may be decided in obedience or the issuance of a summons. It may be pleaded in law until this is in effect. 1. Vide. 41. 3. Co. 1412. 9. 261 Hall. 10. 2. Brome. 135.

A person claiming generally under a final title, has no right to eject if he has commenced the action. By doing this he acquires an inchoate right, which the defendant cannot divest. And he, before the title is brought, the king may have the whole period by 2. Strange. 113. 10. 2. Co. 58. 2. 11. 537. 32. 71. 3. 11. 311.

When a quiet title is commenced, the king must have, every the right of the prosecution to the finality of whatever thing he is proceeding to recover. As the king may, of course, in that respect deny it. 2. 11. 311. 32. 71.

Aman. 245. 245. 133. Bishop. 52. 2. 11. 311. 32. 71.

A man of a common estate, the party as soon as he

the king, in such cases, has a new, one right to commence

the king, by the way in order to the inquiry. 2. 11. 311.

When a statute, gives a part of the penalty to the king and of the king's right, but no further it is brought. 2. 11. 311.

2. Hale 27.

But, the statute, given to the king, to the king's

not, or the statute of the king, the right of the

who, or the king, to the right of the, the

month, or the king, to the right of the, the

law, to prevent a recovery.

The statute, or the right of the king, to the

provision, that no common money in a forcible action

shall be a bar for any further prosecution of the same

offence, if that offence is afterwards committed. And

which, that if it be, last, a shame that any man shall

not have to be accused, all, or the same offense. Then

may that be the case? 7. 7. 1. 7. 1. 7. 1. 7. 7. 1. 7.

3. 20. 17.

A man of a recover in the king, after judgment, a

26
Municipal Law

This share of the penalty; 11. 6. 63.

When the act. 14. This the person, it may not con
form the provision of the statute in a case in which no
counter-cure of the penalty. 1. B.C. 42. 39. 127.
1. B.C. 42. 5. 51. 6. 98.

The plaintiff in a person action, as well as in a
cause, the party may proceed on the real. 56. 68.
10. 11. 6. 65. 3. 6. 162.

You can human officers an example of violating
a statute; not only are persons guilty is solicitation. But if
they are governed by the laws, such as legal
protection in the community the penalty is equal to
or less than the amount of the statute, but in the latter
are the damages sufficient for the injury as between
the parties, and is guilty of the crime, one hour, and
be morally punishable.

May, 1849. There is no rule for actions for this in
traction. B.C. 42. 39. 1. B. 209. 1831.
1. B. 1831.

The above may consist in a number of facts conse-
cutive to a number of offenses, in which, when
more manual acts constitute but one offense, there
may be but one penalty. 1. B.C. 42. 635.

The personal actions in England, the plaintiff is liable
for the costs, unless they are expressly given by the
laws. But where the facts and injuries were interior to
the costs, as in other actions. 1. B.C. 39. 12. 10.
1. B. 126. 1. B.C. 32. 10.

It is an elementary principle that whan an act is
done contrary to the provision of a statute forbidding
it, an indictment will lie, unless the legislature pre-
scribe a specific performance for it. John R.
352. 362

The mere change of phenology in the Revised 6.
of N.Y. does not change the established rules of contro-
Absolute Rights of Persons

The objects of law are rights and wrongs. Rights are those of persons and those of things. Wrongs are public or private.

The rights of persons are absolute, or relative. Absolute rights, which are such as appertain and belong to particular men, merely as individuals, or single persons, may be reduced to three heads, viz., the right of personal security, the right of personal liberty, and the right of private property.

Relative Rights.

Relative rights are those which appertain to men as members of society, and as they stand conducted with each other. They will be considered 1st as appertaining to magistrates, and to juries.

Magistrates are first supreme; second subordinate. As to subordinate magistrates, I shall mention 1st the coroner. This is an ancient office, chosen during life, by the people. His duty is first that of a judge, 2ndly, 3rdly, 4thly, and 5thly, conservator of the peace, 4th as a substitute of the sheriff in ministerial employment.

2ndly, Justices of the Peace. Appointed by the coroner, to hold their offices during the pleasure of the king.

3rdly, Constables. Appointed by the jury at the court leet, and by the justices of the peace.

4thly, Keepers of the Peace.

5thly, Surveyors of highways.

6thly, Overseers of the poor.

6thly, Sheriff, of which I shall particularly treat.
Sheriff and Jailer.

It is derived from shin & term. 1.Bk. 333.
832.
S denote a letter of the shin or county.

Sheriffs in Eng are appointed by this king. By
rat they hold their office but one year - tho the
went many during good behavior. 1.Bk. 342.

In Can. they are appointed by the governor &
council during good behavior.

Every sh. must reside in the county where he
is appointed to act - but only he has 4. Bk. 435
jurisdiction.

Still if his necessity to complete some act com-
menced in his own county, he may go into
another to do it. This arises from the neces-
sity of the case, when the act is to be done in
two counties. 4. Bk. 231.

If a prisoner escapes to another county, the sh.
may pursue & retake him - for this is only in
justifiable or continuance of the joint act.
Rev. 34.

He may by his d. appoint deputies, who are
his d. & may execute all the ordinary mini-

In this state our sh. are all deputies of eachoth-
er in their own counties.

The deputy is removable by the sh. - but while
he is in office, the sheriff cannot alrudge his forces.
Our county debt may be discharged by removing or fines a deputy.

In long the deputy acts in the name of the sheriff. His own name is never used - a writ is never directed to him, nor is service made in his name. Salt. 76. Bonaf 60.

In both the deputy always acts in his own name. If suits are directed to him, he returned by him. Here if a writ is directed to the sheriff itself may be served by his deputy general or sheriff. 234.

A deputy's power I have not can not be alied while the is in office he is not bound therefore by any agreement entered into, not to come to any particular person or to particular parts of the county. Salt. 148. Such agreements are void. 1. Pech. 191.

A deputy can not delegate his authority to another. He can not appoint a substitute - 8 there must be the hands of representatives officers. 452.

He may however require the assistance of others in discharging his office if the necessity.

If a sheriff directs a son or daughter to be pursued, either of them alone may make the answer - this is an act of public nature it is therefore

Sta. 117. 1. Inst. 181.

If a deputy is guilty of any neglect of duty to the sheriff may maintain an action in the same as hen.
for he breaks by neglect or implied engagement to be faithful. & besides the Sh. becomes liable. 1. Roll. 4. 94.

A jailer too is the deo. appointed by law & removable by him. The deo. is ex officio keeper of the jail. 4. 80. 43. 9. 80. 119.

The deo. has regularly no right to confine in any other place than the common jail but in any other place, it is a false imprisonment. 1. Roll. 302. Lat. 16. 1. Sid. 315. 8. Ba. 34. Sal. 2147.

A deo. being ex officio keeper of the jail, can't be committed to it & indeed in fact, he can't be arrested, unless we have, but one common jail of which he is keeper. Besides where there is another not under his keeping he may be committed thus I don't know. If he commits an offence he must be committed to the next county jail. 2. Ba. 299. Lat. 66. 1. Sid. 325. 8. Ba. 35. 8. deo. officers may arrest & confine deo. when it most safe & convenient. 6. John 22.

If he marries a female prisoner in his own custody he is guilty of an escape 2. Ba. 232.

liability of the deo. for the faults of deo. The acts of official of the deo. are the acts of the deo. & even acts of his own & he is liable. 5. 60. 19. 2. Lev. 158. 1. Nate. 915. 2. Mod. 19.

On this account, the deo. may take security of his deputy for his good behaviour as deputy. 2. Ba. 431.
The official acts of the deputy, as a J. B. are as to all civil purposes, the acts of the J. B. liable for them, but the J. B. is never liable for the acts of his deputy, criminally. 2 F. J. 147. Doug. 42. 1. 9 R. 154. ex. 386. 1. 1. West. 294.

Hence it has been questioned, if he levies an execution on the goods of D., is the J. B. liable? The better opinion is, indeed, for settled that he is liable; he must guard the public in the acts of his deputy, under an act given by the 4. 4. 9. 18. note. 3. Will. 309. 1. 9. 9. 8. 382. Doug. 42.

For deputy taking too much from J. B. liable. 7 John 91.

When a J. B. is guilty of a gross neglect of official duty, the J. B. but not the Def. is liable to the J. B. injured, by 6. 6. but the J. B. has a remedy to his deputy. As if he arrests a person & prevents him to escape. The reason is he is not at 6. 6. a sworn public officer. If his name not appearing on the record as the warrant is directed to the J. B. there is no end to him. Bond. 303. 6. 9. 8. 80. 89. 9. 9. 259. 1. Roll. 1. 74.

In bond to not the Def. is not liable for a breach of duty—this may happen you without some occasion by their phrase to account a neglect of duty. For former lost in his office he is as well liable as the J. B. for he may sue within & collect money on a warrant & conduct it to his own use as any other one would. 9. 18. 80. 87. 9. 9. 259. 1. Roll. 1. 74.
Sheriff & Jailer

To the Y R as to the Sh. Liability there is an excep-
tion. Where a person requests the Sh. to afford
a particular person as a special deputy the Sh.
i is not liable to the fifth, the Y is to third person.
4 T.B. 190. 2 Ch. D. 607.

This exception operates only between the the Sh. &
the person affording requesting another affiant
writ - the public must still be affiz deposed.

If after the death of a Sh. the prisoner escape
during the time before another affidavitment, is
one is liable neither his deputy, nor the jailor
nor any other person. The only remedy is to
execute the prisoner. 9. 10. R. 2. Anz. 1996. 1 Mod.

If a Sh. begins a process & is removed before
he completes it, he must go on & finish the
business; or as the term is often held over
his proceedings are continu'd & indivisible. Lall. 323
civ. J. 23. 1. All. ab. 899. 4.

The same A apply to constables & all other
ministerial officers.

Powers & Duties of a Sh.
The Eng. Sh. is a judicial officer - as well as ex-
ecutive & ministerial - sec. vii. 473. 2 Blk. 1743.

I shall consider how as a ministerial & execu-
tive officer. A ministerial officer is one whose du
ty it is to execute that which the court or the com-
mand of a superior officer - an executive officer is one
who does this not under another command.
The sheriff is the conservator of the peace as an executive officer, and when he dared below, he
must defend the county, and may call out all men between the ages of 18 and 60, and over 16 years of age.

The sheriff is a ministerial officer. He is bound to execute all legal process regularly directed to
him. If he refuses to do this, he is liable to indictment, and to a civil action by the party whose right he neglects.

In case he do not return his warrant he is liable to the party injured— but in thing if he do not, the
warrant is to be obtain on order on him to show cause why he do not; if he still neglects an at-
tachment from the court. If he is found to pay the forfeit.

Doug. 458, 9, Ch. 291. G. 6. 616. 9. 61. Ch. 283. 1 Ba. 63
206

A sheriff or a constable is not bound to show his warrant till he executes it, even the
to demanded of him, he is publicly known
as an officer. But when an arrest is made
he must show his warrant.

G. 40. 69. 60. 48. G. 6. 69. 8. 1a. 181.

But a special deputy or bailiff must first
show his act or warrant, as he is not generally
known, if he demanded, otherwise he is not
compelled to produce it. 9. 60. 62

A sheriff or his deputy may command the first com-
mand to assist him if resisted in executing his
office. A sheriff or his deputy may do this. 2 Inst. 149,
2. Ba. 591.
The sheriff is not entitled to enter a dwelling house, to execute a process on the goods or person of a tenant for his rent. 1. B. 92. 2. K. R. 92. 3. 1. B. 392. 4. 1. B. 392. 5. 1. B. 392.

I find in the books no explanation of the term "knight". I suppose it means the holding of any

A privilege of the castle is continued strict
ly it extends only to outer doors by

This privilege extends only to the person of the owner

The propriety of these rules has been often questioned

The sheriff is entitled to enter a dwelling house, to execute a process on the goods or person of a tenant for his rent. 1. B. 92. 2. K. R. 92. 3. 1. B. 392. 4. 1. B. 392. 5. 1. B. 392.
44. 

"Riduous privilege of a criminal break or

entry, door or window may be broken if necessary

p. 591.

So too in a process of forcible entry & restitution it
did not exist. 4. Mo. 606.

So also if one known to have committed a theft
is hunted by an officer or private law
room, a door or window may be broken to
seize him, if he has or has not warrant
- mere suspicion however is no excuse without
warrant. 2. March. 192.

The door or window of a house may also be bro
ken to prevent an affray or a breach of the
peace. 4. Ma. 666. 1. Acet. 66.

In a room of habitation, proper or an
overt door may be broken if such man is denied
the officer. This an exception to the. 2. B. 1. 607

This makes nothing but the manor house,
but all that is hunt & pursued of it is protected.

A tone not adjoining the house is not protected,
this a contrary opinion has generally prevailed.

One can has occurred in Sh. & his bailiff went to
execute a process, his bailiff entered & was locked in
the & was allowed to break the door to get him out.
Judge 53, 80, 246.

If a man is taken & escafu, to enthe min an outer door may be batin. Mod. 1793, Roll. 198. 21.

If a man is

2 P. 2. 323.

By the st. 19. Gen. 2, no court process can be executed on Sunday. Salt. 298, 4 P. 126, 670.

If a prisoner is once lawfully taken & escafu, he may be escafu on Sunday, for the escasu is to be continued or continued, 8 P. 241.

Ed. Reg. 1828, 6, Mod. 91, 289.

When an arrest on Sunday is made, the it will discharge him on a satisfactor. 8, Mod. 91, 3, 70, 91.

Law of Escasus. When a person under lawful arrest is secretly or violently carried, the retoumt he is set to escafu. 4, Ba. 243.

To essentual than to the escafu, that there be a prisoners legal arrest. Baasf. ed. infra. D. 601, 508, 9.

To legalise an arrest it must be made in frame of lawful arrest. to not always success, however that there should be a man wout or other to it must be under 4. Ba. 457.

To determine whether an arrest, made by an
Sheriff & Factors

Every officer under a warrant cannot in
particular, do this - if the et has legal unity
to bring the subject matter to a conclusion,
so as to subject the officer - if the et have
no jurisdiction to recur. 2. Will. 934. 1. B. 141.
5. B. 63. St. 509.

There is an essential difference between exem-
ner & void process. The former stands good till
ordered by a ct of the et, & the et till then is
justified in acting under it - a void process
is a mere nullity - & from that there can be
no escape, &c. &c.

From a void process there can be no escape;
& it must excuse the et, on an avownt - but
from an erroneous process there may be an
escape, & it must justify the et, on an avownt.
A process is void for want of unity in the et
from which it sprung - to erroneous or want
of want from any mistake of the et.

A process may be void when the et has
jurisdiction of the subject matter - that is
when the unit is unregular. So if the unit
is made unregular at any other than the
right time of the et - this is void, unless the
time required by law between fuses is passed
without coming to court before the et is set.
Such unit is void - & there is no lawful unit.

Mere process don't issue from the et to which
the processable is issued by a ct of competent
authority is returnable before the et having jurisdiction
is good - but if it is not then return & not then
An officer having made arrest under fear thereof, cannot delegate to a stranger his right to retain the person. I go away myself, if he does to an escape. 1 Bar. 7, 8, 9.

Thus can be no escape unless there is an arrest actually & to regularly made - the person arrested must be touched, or there must be in the officer a power of immediate force which is tantamount to it - saying thus I arrest you is no arrest - but saying I arrest you on such a warrant, if the furious submits, this is an arrest.

Salk. 49, 516  P. N. Y. 62

If one is arrested at the suit of C & while in custody the officer secures another warrant in his hand, he is in construction of B arrested on both. Salk. 294, 3, 60, 89

On the second warrant it is unnecessary for the officer to go thus with the person of a regular arrest - the first arrest is in construction of a sufficient for both warrants.

The arrest must be regularly made, i.e., in a legal manner, or there can be no escape. Howard 62, 
C. 2604, 2, 30, 296.

In civil cases there must not only be by a writ or warrant, but also by duty of the officer to whom the writ is directed - if this directed is a constable or the constable - I will move, the need not do it such manner - his followers if he a
Sheriff's duties.

Present or shall probably make the arrest - other-
wise he can. They must in this case be both
in pursuant of the same object. Comp. 60 C. 101.11

An arrest on the stat being void, if the perso-
n has not been committed to go at large, he is not guilty
of an escape. 79 C. 604.12 C. 604.13

Should also seem that if the arrest is made
by breaking the door or windows, if such break-
ing is so clearly unlawful that the person
by applying to a it could be liberated, then
is no escape if the the person freely to go at
large. The
Comp. 3 C. 604.14

If an officer has an opportunity to arrest
one, or whom he has an excuse & neglects it
the officer is liable in an action on the case
291.5

Escapes are of 2 kinds voluntary or negligent
3. 60 6a. 3. 60 6b.5

Serious committed must be kept in close custody
- hence if the the person the to leave the house
for a moment he is guilty of an escape.
2. 60. 44. 2. 60. 6b.10 C. 60. 6b.7

A voluntary escape is one that later place with
the consent of the keeping - a negligent escape is one
without consent 2. 60. 6b.15

Voluntary escape. If an officer admits one to bail
that is not bailable he is guilty of an escape. 10.
If a person arrested on final process to go at large for a warrant is permitted to go on escape. 2 E&H. 176. 1 C.S. 142. 25. 31. 94. 62. 53. 124. 76. 26.

Arisome committed on criminal process are con
fined to the walls of the prison, then on civil
process may have if the Hl. please the liberty
of the party by giving bond, as not if he will un
the simple. 26 was once decided in Eng. that if a
man confined on execution of the Hl. by habeas cor
sum ad testificandum took him to the he was
quilty of a voluntary escape. This is not law.
28. 15. 6. 1. 4. D. 12. Kirby. 137

But if an officer that brings out a prisoner.

in any unnecessary or unreasonable liberty he
is guilty of a voluntary escape. 3 Keb. 207. 2d. Ray.

2. 399. 394. 3. Mod. 78. 2. 6. 14.

The 2. requires that when an officer has made an
amend on final process he must commit the pr cons with a reasonable time—on he is guilt of
a voluntary escape. If he continues there to go at
large with him. He is guilty of a voluntary escape.
1 B. 8. 24. 2. 7. 176.

Marrying a female prisoner is a voluntary es-
cape. 35. 17.

If the Hl. confines a prisoner a twenty he is guilt
y of a voluntary escape. 40. 11. 9. 6. 607.
If a prisoner having the liberty of the yard shews a disposition to escape, & the Sub don't think confin. him & he afterwards escapes, the Sub is guilty of a voluntary escape. in 1701. Read 26. 12. 23. 3. 7. 2. 143.

The Sub. is now bound to grant the liberty of the yard, the security is offered him in a sure indulgence, in form, the tri. uses an almost universal, to do it. After this indulgence is granted the Sub. may require it.

Negligent Escapes. If a prisoner committed flies or gets away by force, the escape is negligent - so about one escape from juason by breaking the walls. 3. All 114. Bro. 149.

In an action for an escape vs. an officer, the Sub. evidence on the part is sufficient to that was delivered to him to confound 69. 6.

There is difference between escape & mere flight or usual escape. If a prisoner committed or usual escape is permitted to go at large a moment he is guilty of an escape. 2. T. & A. 172. 3. R. 418. Lop. D. 608. 6.

But in usual escape at B. L. a prisoner committed or usual escape if he appears at the Sub. & shews the Sub. prova an escape. in brow. is enough if he appears during the life of the execution.


But if he don't thus appear the officer is guilty of a negligent escape. nothing more for him to do this. He will own the offence. 2. W. 299 Bro. B. do. 8. 624. 654. 763.
But a minor arrested on minor process, if committed to jail, may not go at large without subjecting the Sheriff to a voluntary escape.

1 Will. 17. Nolin 78. 4. Roll. ab. 743.

And in this case, the voluntary return of the prisoner does not stay the sheriff's action as the sheriff.

2 Will. 5. Rill. 289.

And if on his return the sheriff goes on with his action as the prisoner, in no reason of his right of action as the sheriff, he ought to do this to ascertain the damages as the sheriff.

2 Will. 299.

Reason of the distinction between main & final process. A main process is intended merely to secure the debt's appearance at a future day to answer the debt's demand, & before that time, no matter where he is. But final process is intended as a a discipline by which he may be induced to pay the debt. If therefore this discipline is relaxed, but for a moment, it is impossible to say but what it may be the means of radically destroying its effect, it was intended to produce, & the effect thus be defeated of his claim.

1 Will. 295. 4. G. R. 129. 4. Ref. 611. 7 John 189.

The recovery will be for the damage actually sustained,不小的.

To do this, he must show any acknowledgment of the party's craving, of the nature of his right.
action. This is an exception to the law of eq
but it is a reasonable one, for the deft acknowledge
must in the first action would have recovered the
150. 1. 69 Co 3. 67, 68 with a recovery.

For an issue on final process, the deft had remedy
by an action on the case or by the 1. state that
2. & 1. 2. Smith, in an action of debt, in the 1st,

The remedy of the deft is in the 2d case when an
issue on final process can on debt.

If case is brought the jury may give what damage
they please - they may give the whole debt due
from the deft - or the damages resulting from the
loss of the action on the deft - in this case his remedy is
2. T. R. 189, 1. N. Bl. 290. The deft is not barred.

But if debt on final process is brought the whole
sum due from the deft with the costs must be given
2. N. Bl. 1548. 2. T. R. 189, 193. in this case his remedy on the deft is barred.

Here in cases of voluntary escheat by statute, whether on
issue on final process, let the form of the action
be debt or case, the whole debt must be given.


If a person arrested on issue process but not actual
ly committed is convicted the deft is not liable - to
nor in case of final process these 2. 419. 2. R. 179, 936.
1.6. Ed. 2. 616.

The final process to not be upheld to be supported by
the form of the county - it is not done enough
time to raise it. I dont see the propriety of the dis
traction - Not the 2d.
Sheriffs' Sales

After commitment or seizure in process, seizure is no seizure for the 2d unless by a public process—by bond or vires or rebellion the insufficient 1 Roll 5, 51
Ex. 9th 130, 85

In cases of seizure where the 2d is liable, the 2d may sue within the 2d or the receiver—he has his election; but by suing the receiver it seems he waives his remedy in the 2d; that is not established by authority, I think it correct for if he commences an action in the receiver he precludes the 2d from even after having a remedy against him.

The ordinary day of take it the only known action in cases of a receiver is two-thirds on the case; that two-thirds with his—but I cannot see the reason of it, the two thirds by Rolle 180. 28. 28. 28. 28.

In an action as receiver, the jury may give the whole or a part of the claim on the original debt—of a part to a loan to his claim on the first debt
Ex. 180, 180 6. Mod. 24

But the the 2d allows that two-thirds of the receiver in a jury to give less than the whole debt unless to show that the debt is within each of process.

As the return of a receiver by a 2d is conclusive at 2d— is this true? if this is false, the 2d cannot proceed to be so—the 2d may afterwards have an action in the 2d for the case, to recover his damages, if the receiver is false—for this rule is founded on the ground that the official return of a 2d shall be questioned unless his return is distinctly false in
Shelley's factor.

(54) You see afterwards, the debtor might in turn be sued in like manner, by such a plea. Eas. 378. Comb. 235. 1 Nut. 224. 2 Do. 175.

The debtor may have his action on the sovereign, provided the action lies only where the debtor is himself liable to the suit. For the action as I understand is given to have to render to him who sues the demand of the suit, and the action is given in his name. Eas. 377. 1 Co. 179. Hold. 180. Nat. 98.

If the debtor bring out a suitor, or habeas corpus, a novum actum is no excuse. Tr. 443. Cap. 3. 510.

When a person under final or final imprisonment is actually committed to prison, or a new act committed by any other means than with the slight of God, or the consent of public enemies, or an enemy, is an excuse. 2 Do. 349. 2 B. 1. 179. 4. Co. 799. 1 B. 247. 1 Bell. 183. So decided in the case of N. Y. by the Supreme Ct.

This case holds, that a voluntary escape or final imprisonment, which is actually committed to prison, or a new act, by any other means than with the slight of God, or the consent of public enemies, or an enemy, is an excuse. 2 Do. 349. 2 B. 1. 179. 4. Co. 799. 1 B. 247. 1 Bell. 183. So decided in the case of N. Y. by the Supreme Ct.

Now, by that 39, 249, an act may be obtained without a new execution, if it be done without the knowledge of the party. 3. Co. 413. 1 B. 196. 2 Do. 917.

If there is a voluntary escape or final imprisonment, the act done of this without can be rendered void, etc.
The sheriff, if he mean to take the escape as an
escape warrant, 5. 50. 52 & 2. 116. 292.

But where there is a voluntary escape, the [illegible]
jury cannot find the prisoner, for they can do
this; the other does the act, & he is not guilty
to it - if he is voluntary there is a false assurance
3. 32. 413. 9. 50. 92. 1. 110. 93. 9. 57. 116. 1. 111. 299.

Any bond or security taken to save the [illegible]
in case of a voluntary escape, is void as in the
L. 1. 929. 196. 7. 57. 924. 219. 10. 60. 100. 4

But the jury in this case the jury may find the
prisoner must do security for the safe discharge if he
promise live than the amount of the debt: B. H. 69
5. 419. 7. 311.

In case of the negligent escape, he may be found
at
unless, on the issue be an action as the case
for he the sh. is not criminal, the he is liable
5. 57. 7. 219. 45. 9. 50. 92 & 1. 57. 18.

If the sheriff has taken a bond in a negligent
escape, he may recover on it - for this is lawful
Rest. 131.

But when an under the sheriff an escape he
mean at it. how an action or an escape - the
same token one to the sh. 9. 6. 269. 5. 108. 693.

As an interesting question in the U. S. whether if
a person escape to another state, the sh. may take
him on the bail issue, or an escape warrant? It is
deemed to the purpose of the sh.
If a person arraigned for criminal process escape from the arrest, he is guilty of a
misdemeanor, & punishable by fine & imprisonment. If in case of breaking the
furnace, he is at b. & q. guilty of a felony. I don't know that this is
enforced in this country.

A cir. or other officer having made an arrest or criminal process, if there is a
negligent escape, he is guilty of a misdemeanor & is liable to fine.
If there is a voluntary escape he is punishable as an accessory after the fact. 2. Hawk. 194, 197. 198.

But the cir. cases the prisoner who escapes from the sh. is more notable, for a voluntary escape
the sh. is still punishable by fine & imprisonment.
Yet, this is court, the sh. cannot be punished
as an accessory. 5. 198.

If for a negligent escape the sh. has been committed
to pay the debt he may may maintain action for money paid laid out & expended, or the
escaflux renews in case of voluntary escape nor
indeed any action - no del acusa nor contra ad lice,
she is guilty of a crime. But if the sub. sh. as failer
has permitted a voluntary escape, to a different
question whether the sh. can maintain the ac-
tion. Here are contrary decisions on this case. In
Mii poem there seem two decisions that he could.
I do not know on what he could not. I think
there are to still question ventured. But I think he
ought to maintain it, as he was not guilty of mis-
escape. If the he is liable usually for the act
of his & the sub. sh. & jailor, still for their criminal
offense he cannot be punished. A crime in the founda
If after a negligent escape the sk retake the seriuose on a fresh suit, before he is sued, no action can be maintained on hirr, for no aircrage is here sus-
tained - this retaking before before actiori brought is on fresh suit - the action may be brought
of hirr supported, if the sk. dont their retake the seriu-
sen. Sir. 10th. N. C. 44. 52. 3. A. 136. 1. Vent. 211. 217. L. H.

If however the sk. defends by the 9th fresh suit, it
must be specially pleaded. 2. C. 126

If to the seriusus retake voluntarily into acti-
y to cancelling to a retake on fresh suit.

But if the escape is voluntary a retake on fresh
suit, or a voluntary retake, is no excuse to the sk.
for he is guity of escaping in the escape that

Where the escape is voluntary, a subsequent a-
quierence in it by the fifth retake frings the erry
of face the sk. from a suit by heir. Tulk. 271. Resp.
2. 612.

But where the escape is negligent the sk. may
for his own necessity retake the seriusus, even
after action brought.

If a sk. dischargs a seriusus taken upon executio-
ons on fraught of the currying to himsellf, he is guilty
of a voluntary escape - for £no. 8. 504. 1. M. 194. 2. 30. 223.
If after a negligent escape the debtor, the devenge the
escaper, the de is cant retake him for his debt. If the
escaper is he has lost the lien he had before the
debt was in custody—be then might have retaui
ed him. 107a.

An escape of prisoners having liberty of the yard for
escapers without the debt, connenting during a negligent
capture, a retaking on fresh suit, on a voluntary
suitant before action. Sh is made from the
action. 6 John. 121.

Besides this he may recover on the bond of in
remunary with which the prisoner by escaping has
broken the he will recover but nominal dam-
ager. 1 Rott. 127. 128.

Shes he cant after such escape be compelled to
receive the prisoners again, unless in pecuniary. 1 Rott.
127.

In this case the bondsman is not liable for the
debt, after the debt is burned in the sh. is barred
by the statute of limitations the he may still recov-
ner nominal damages. To too if a judge is
removed or this bond of indemnity, before the
statute of limitations has barred the debt, a claim
on, but this is afterwards barred, the bondsman
may be relieved from the judge by an audit quanta
1 Rott. 151.

For a Q. that a declaration upon a voluntary escape
may be supported by proof of a negligent escape.
1 Kent. 117. 2 Co. 126.

For a voluntary escape if the debtor is in need of
False Return. If the St. makes a false return, the party injured may have an action on the St. 1 Wms. 336, 2 Ew. 618.

If the St. make a false return of one of his clerks, he is liable to the Stiff. 2 B. 616. 3 S. 615. 4. 619. The action would succeed on the case.
When there is such a discharge, the judge is gone in default, albeit the court is justified on account of informality. 1 Ch. 577. 6 Dan. 522.

And likewise a bond taken by the kity, that he shall be again undndered is void as well for a discharge entirely unprofitable. 1 Rob. 1242. 2 T. L. 249.

If a joint debtor, one taken in execution, is released by the kity to a release of the kolith, for both are liable for the whole debt, if one is discharged for a discharge of the whole debt as he is liable for the whole debt. 2 Kent. 93. 2 C. R. 624. 1 Sc. 591. 1 T. C. R. 690.

But under the kight of a man taking one side of a bill & discharge, he may still, for his discharge, in part, take another; for their costs can refer to said indent 1. Bl. R. 1291. 2. Show. 481. 4. T. R. 828, which on R. 129. 159. 1612.

One can believe that if one debt died in him, or the debt was discharged, because the kity had elect to his benefit similarly, but now by Stat. 21. Part. 1. to discharge explained & reformed that its

But one can believe that if one of a joint debt

can this died the debt remained as the remainder.

1. 61. 2nd. 198. 198. 9 Ba. 384. Very

A bond given to the kith, that the person shall remain to his honour & pay it, if need arise

The 27. Hen. 6th. - to call or state of bank, servant. When the fact of a debt is rendered void by stat the
whole bond is void. But at 9, 12, one bond may be void of another good. The Sh might have taken a bond that the prisoner shall remain a term prisoner in good, but if connected with an engagement to pay fines, fees of board to void.


A prisoner must repose himself, unless after in

1105. 1. Mod. 132. 1. Mo. in attainted of treason,

then he is supported by the state.

If a Sh. buy a slave after the sabbath day, by order of

an atty, both are trespassers. John 5:10.

If a new Sh. seizes a prisoner from his friend for

a debt, is answerable for his escape, this, under the old Sh.

time had been a voluntary escape. If the Sh. has

a remedy in either, but a muti, as in base a muti, an


A Sh. may serve his own servant. John 4:9. 2.
Husband & Wife

The words refer to the husband as the principal party of the wife. It is to that in page 9.

The second party of the marriage is the wife. The husband is the principal party of the marriage.

The husband is the principal party of the marriage. The wife is the second party of the marriage. The marriage is voidable at the option of the husband. If the husband dies, the marriage is voidable at the option of the wife.

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Baron and Time

Not at all. All the husband must be and yield, the wife in case her duty is carried out before marriage. The ground of this is, the wife being so must be. By marriage she is in possession of duty. Therefore, if a deed was commenced against her above, frequent and go against her above, even of course that her duty was nothing to pay, yet it.

A law of courts, in every one without the other law of the rule, and all one set at law.

10. D 8 9 8 6

It being as a kind of note from the judge, and it respects the law to be to those by marrying his master, his master to whom of power is required in this case in the future. But in marriage, this must be to require them to personal protection in pro such as will no be the law to give no bar.

No. 186. 2. Bat. 8. 8. 8. 8. 8. 8. 8.

All was a question made within the husband and we then to ask those shown. From the time of advice taken with them to whom they please.

I count, and they were saved to a peace. The

unlawful and not get reason that was sufficient. If the receipt is paid, they must go to the husband. Also execution was 165 known for parts.

The husband has a right in an action the amount of value it must be homely or a valuable court, is the 7th. 187. 111. 1. the 8th. 187. 187.

This was the case, and gave a right in the amount he was able to it. When he is then married to her to her in the exact rent she. There is a case in court that the law is concurrent on the same time. In this case, it is a way to make her husband, as he now is. anything to do with her what time upon man of women. It may be no personal or real for justification.

10. D 8 9 8 6
Burton F. Trench

The husband may have the ownership, if he pleases, and write anything he pleases, through the wife, and receiv

of his estate, in case of the death of the wife.

which he shall.go. To be a consummate.

Do otherwise, the wife, in case of marriage for life, may sue the husband, and get the husband's goods, nothing.

By marriage, the husband acquires the usufruct of his wife's

notwithstanding, wherein, being, or the estate, the time of her death, and personal property.

This being the rule for the real estate, real estate, to her heirs.

This is the husband's right by marriage, necessarily, both to

It to be made to her, if no cause be shown, by the husband, called the estate by the

the sale being to the husband, who shall be a wife, and the husband's property, in case of the death of the

the husband, to his own after the death of his wife, or personal property.

Thus are the husband's rights by marriage, necessarily, both to
Baron & Time

I can do nothing but exclaim. To this I am bound by the reality of our business. It is a shame with the genius, a question might not arise, and it is a search. But the idea of it, no doubt, is not what every one has in mind. The same idea, however, must be seen in the future. It is

I do not know what to say. My friends, my

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Baron D'Emege

The want of the water in the past few years had been very great. The report of the local officials was that the spring had failed, and that the reasonable demand could not be met.

But now...
Husband & Wife

The husband and wife, in general law, are considered to be not parties to the contract. This view, I think, is true, and is premised on the ground that the time of marriage is not considered in a condition to make a valid contract.

First, the wife makes a duress on the husband, for she is not bound to consent to his marriage. Secondly, without the wife's consent, the marriage contract is void. Thirdly, the wife is under no necessity, by law, to marry, unless she has a reasonable time to consent.

Does a D. of real estate, in lieu of dower, have the right of dower? (John 227, 267, 25, 29, 64, 65.)

The question of the wife was gratuitous, and all actions occurring with that issue, which she had absolutely.

When the husband gives his wife property, by virtue of a covenant, it is not binding to accept it, but if she does it, it will be considered as a conveyance. (214, 2, Nov. 30.)

A husband, in most of the states, can marry again, and the husband, in which, without any qualifying word, the same, his wife and children, his wife's estate, to the life, in lieu of dower, for the law will not recognize it, and by such a conveyance, in a family estate, the wife's interest, and not only by one order, but by another also. (2, May 283, 269, 15.)

If a bond is given, and not sufficient, the court may choose between the bonds, or dower, 3, 36, 7, 1, 20.

A mortgage of the wife's real estate, joined in by the husband, will not affect the dower. The wife's interest. (2, Nov. 13.)

If the husband and wife are married on their own free will, and are not in restraint, the wife shall not be bound to consent.
In the event the heir pays the debt of the deceased, money to him, he is not free from the entail; because, he has used to support the deceased.

If a mortgagee, on the real, a purchase, and mortgage, among him, in life, the may abandon their claim, over, on real estate.

A wife cannot be entitled, if an emergency, for a conditional act, in my name. This has been denied: 1. 3d. 606. 1. 8th. ban. 2411. But, this decision has been overruled: 2. R. 2d. 124.

If the heir, real only, the heir who receives, more than it was worth, return allowed: John 49. 53.

The mortgage, mortgagee, recognized by statute: 3. 7. John 267. If the remedy, the owner, in real estate, will have mortgaged premises: 4. 65. 6. 69. 140.


Right of the husband, to part property, money to the wife, remain over, where, to you pass.

It is not necessary, in the issue, that he is not the absolute right. On the other, that it is in the same relation, with those in action, belonging to the heir, before, money. The remedy, money, in the same, part of those, who, belong to the mortgagor.

Non delecta — the matter of a gift, to be known.

A debt which is due, and any other money, it receives, such, or coming to the same, into the same, when, in some, to be received, upon, the same, from money, it must be. If money, the remedy, of the law, is not foreclosed, in this way, than in the same. The matter is between of a case, 1. 554. 554. Then, (there), money, 8. 76. 2. 7. 76. 47.

The matter, at the savings, on injuries, done, the rule, before.

If the matter, at the savings, on injuries, done, the rule, before. If the matter, at the savings, on injuries, done, the rule, before, the matter, at the savings, on injuries, done, the rule, before. If the matter, at the savings, on injuries, done, the rule, before. If they use the rule, at the savings, on injuries, done, the rule, before.

1. 554. 554. Then, (there), money, 8. 76. 2. 7. 76. 47.

1. 505. 554. Then, (there), money, 8. 76. 2. 7. 76. 47.

1. 505. 554. Then, (there), money, 8. 76. 2. 7. 76. 47.
The law lays down that a man must prove that his wife was negligent in her duties to him. A man is entitled to compensation if the negligence of his wife was the direct cause of his injury. The burden of proof is on the person alleging negligence of the wife. If the negligence is proven, the injured party is entitled to compensation.

Case No. 123, First Division, 1851. P. 121, 122.

After proving negligence, the court considers the circumstances of the case. If the negligence is found to be a direct cause of injury, the injured party is entitled to compensation.

The law in such cases is that the injured party must prove negligence. If the husband, in the absence of his wife, was injured, his negligence in leaving the house will be considered.

The law lays down that a man must prove negligence of his wife to recover damages. If negligence is proven, the injured party is entitled to compensation.
Burton 

The husband is liable for the debts incurred before marriage, as for the debts. 30 Es. 301. 1 Es. 301.

If the husband dies before they are secured, the wife's claim is liable if she should die before they are collected; she is not liable because not on personal injury due with the husband, still homestead after her death, the assets mean beneficially

The execution should therefore go against the husband alone, and in the name of the husband alone. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301.

If the execution should go against him, it may be collected of the husband. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301. 1 Es. 301.

The husband's liability for the wife's debts, committed both before and after marriage.
Baron's Case

This injury on the part of the husband, might be liable in some cases.
1. 2nd Law 312. 1. 3d Law 61.

As to torts committed after marriage, there are some for which both are liable, for which he alone is liable.

When the wife commits a tort in pursuance of the order of her husband, he alone is liable because she is considered as his servant.
2. 2nd Law 555. 14th Law 267. 1. 3d Law 348. 267. 661.

When the tort is committed on each other, and doing to his own wrong and she is rescued. The ground of this is, a husband considered as the fact of the husband.

If the wife commits a tort, without the order, commits an offence of the husband, to his wrong. Can actions lie against both. If he dies it remains against his.
1. 2nd Law 31. 14th Law 349. 267. 349.

The husband's liability for the public offence of his wife.

When the punishment inflicted is nothing more than a fine, the husband, though innocent, is liable with the wife. 1. 3d Law 5. 1. 3d Law 5.

But when this punishment is corporal punishment the wife alone is subject, because she has all the means of making satisfaction that the husband has.

The duty of the wife and the husband after marriage must be performed.

If there were any duties incumbent on the wife of a marrying a woman bearing children, that she is bound to support, he becomes liable to marriage to maintain them.

But the case is different if the unmarried woman is a pauper. The children must remain paupers.

It is also a duty incumbent upon children, to reverence their parents. But a daughter, as her mother, as at least her hand, is secured, unless this duty the parent must go to their other children. This principle has been adopted in France. 1. 3d Law 1949.

It has been said that the children are considered as the parents. 2. 3d Law 707. 113.

But judge by, that cannot be law.

That it is so, by law, and law from 7th to 20th.

As if the father than to his son, they became the family. 1. 3d Law 214. 3d Law 214. 3d Law 349. 267. 109.

From their parents there is no claim to the husband.
When by the concurrence of the husband, the wife has comitatus an officer, that to murder the husband merely, he alone is liable. If she is excused.

So too when the officer is against justice, however he may have executed the husband, alone is liable. But this does not extend to murder, that would have been so in a state of nature, as an act upon re, as murder, &c.

The wife is liable for treason.

Both are liable for keeping a brothel. 1. Hals. 45. 67. 1. Hawk. 23.

In felony, a wife may be made accessory before the fact, not after. Hals. 1. Hawk. 11. 26. 2. Bl. 28.

What contracts of the wife are binding on husband alone.

The wife can act as alit for her husband, through if a contract is made upon her credit, and taken from him, he is bound by it. For facts for a husband, fact for a.

The husband bound by those contracts of the wife, which it was usual for him to make, of course to satisfy. The principle is summed up in, the husband by whom the same is made, to answer to the estate of the contracting party, entirely make.

1. Roll. 396. 1. S. 960. 1. Steph. 16. 8. The husband bound by his wife's contract, as in every other case, according to the nature of the contract, and the facts by which he is actually voluntarily bound.

Taking benefit of the contract from her evidence, that he authorized it. 1. S. 120. 3. Part 34.

When she to borrow money, the author is to whom she is not liable. In this capacity of his wife, however.

The husband is bound by every contract of his wife, for his way, by which he is actually voluntarily bound.

Taking benefit of the contract from his evidence, that he authorized it. 1. S. 120. 3. Part 34.

If the husband is sick, insane, or in a foreign country or in any other way incapable of conducting himself, the wife may contract in his name, in his place, if she will be bound. 1. S. 127.

The husband bound for necessity, and the money given by him, is refused to apply for any. If the husband does not put the money, or does not publicly found, all the money, the husband bound for his necessities, 11. 1. Steph. 12. 14. 3. R. 606. 4. R. 2076. 5. R. 31. 3. R. 280. 1. 1. A. 37. 1. 1. An. 2. 557.

And if the husband himself, with a good mean, he is
liable for her maintenance, tho' he found all persons
trusting her. Strange 3175.
If she go without good cause, he is not bound to main-
tain her if she returns, he is. But if she goes with
an adultery. If afterwards come back, he is obliged
to resume on behalf of her. 2 Bos. 123. 1 Bajam. 568, 353 B. R. 51.
If the husband has no necessity for his wife at home,
 trusts her wellbeing, he has a right to forbear all funds
trusting her. 1. Law. 5. 1 El 104.
All driven from home by ill treatment, any man may receive,
not be liable for real. 2 Bos. 398, 7,

In case of the elopement of a wife with an adul-
ty, the husband's liability to fulfill her contracts begins to
appear, upon the notoriety of the fact. It would seem
that he saw the affair was known, ought to be the lia-
ble in the same manner as the master for his servant
after dismissal, before notice of it is given to the public.
The wife in such case would not be liable for need, rem

A wife living in adultery is bound by her contracts-
 

* Reader. 1. Bos. 1 P. 295.

If an adultery be with her husband, he is liable for

When by mutual agreement the wife has a real
maintainance, if this is publicly known, if
it is sufficient to subject her, the husband is not
liable for her contract, even for necessary, if it
is not suffice, he is liable. 2. Bajam. 1114, 1006. 6. C. R. 142.
If the contract is not in
of a separation they have made, then, in no case,
the husband, if the wife can without tumultuous
keeping, is not bound to do it if she is not married.
1. 116, 118. 4. Biv. 2197.

* To avoid being liable he must show that the wife had notice of
the separate maintenance. 2. Biv. 293.

Though a man cannot force a husband, in all cases
bracket his wife for necessities, if they belong to
fatherless persons, who are his enemies. 1. Mod. 411. 2. Shoes 293.
Said, that his wife buys goods, if sold on her name, then for the husband is not liable. 1. Sal. 118.

I quote cannot amount for the ground, &c. 1st, it is that they must come to her use, in order to make her liable - but his liability commenced at the moment of the future, how can any misconduct of the wife discharge him?

If the wife without a sheriff's power of attorney, or in her own name, even for necessity, it is to say. The husband however, is still liable in a lump sum 6. P. 176.

A contract for money loaned to be paid out, for necessity will not bind the husband in a ct. of law, but it will not be the husband. 1. Sal. 287. 1. P. 499, 559.

If the wife is committed to prison for a cause, for which the alarm is questionable, the husband is not bound to support her with necessaries. Mat. 165. various points. 1. Mod. 123 2. Unit. 158. 1. Lev. 45. To Bay. 1006. 2. Lev. 16. 1. Strong. 1192.

Debts due from the wife at the time of marriage. When the marriage, all debts due from the husband to the wife are discharge. 1. Bl. 442. 2. Mov. 841.

If, after his death, a bond or note is found in favor of the wife against him, it survives against his executors. Mr. 1 says it must survive a personal contract are subject to, is formerly extinguished. 2. Bl. 101. 3. Bl. 442. 2. Mov. 841.

Debts not to be paid till after his death.


Their contracts are no personal property.

A conveyance of real property from a man to his wife invalid.

It is a maxim of law that the husband of wife, cannot
contract together after marriage, because they are one
man in law. This is true as it respects personal
but false as to real estate. For a cause of land does
not vest in her hand but her. In absence to this cause
of real estate, they could not convey to each other. It
now settles that a husband cannot convey land to
So formerly the husband could not convey to his wife,
but a lease was continued to wife. Then the husband
conveyed to a third person & to the wife, then not
allowable.

But in 39 Eliz. the statute enacts the wife now by
a piece of five words, to have the property, and the
husband that he can convey to 3rd persons, a piece of land for
the use of & the wife. In the title without any further acts, as in
In some we have no such statute, X humor the old in
certain cases.

Lecture 8th

The husband cannot convey with the wife
as it respects personal estate. This rule is universal in a
court of law. But in equity an agreement before
marriage of the kind of the husband that the wife after marriage
shall have certain articles. If the interests of the sale of land is
binding. In some cases the husband, has been treated as a creditor
to the estate for money so acquired, is bound to the husband.
5. P. M. 337.
But a voluntary assignment of the the husband that at some
future time he will allow the wife such privileges, is not
binding upon equity.

Of articles of separation,

Agreements of the nature are allowed in equity both in its
of law. As the parties are bound by all the legal con
tracts contained in them.

The 11. to avoid liability for debt contracted by 11. after separation
must advance money, so to bound by a written contract. 3. John 72.
By separation the husband may annul his marital rights.
If he does not re-marry, she cannot remarry.
If the husband agrees to live separately and not to marry, she loses all rights to him forever.
If the husband agrees to re-marry, he is bound by it, but in the case of a legacy, if a legacy should come to him, he has the right to choose to accept it or not.

If the husband agrees to renounce all rights to her, she can marry again after separation with full rights to her person. Contrary to Sect. 254.

If the husband agrees to a separation, he is bound by it. After separation, the grounds of contract are met, the wife can contract a new one except as to maintenance. Again, Bov. 182, 363.

After separation, the husband is charged with the debt by mutual agreement. The wife is inferior to the wife in order of attachment, hence her separate maintenance. If a man marries a woman before, he is bound to do it. After separation, the grounds of contract are met, the wife can contract a new one except as to maintenance. Again, Bov. 182, 363.

If the husband agrees to renounce all rights to her, she can marry again after separation with full rights to her person. Contrary to Sect. 254.

Contracts by which a wife may bind herself.

The general rule is that the wife cannot contract without the consent of her husband. In this, the exceptions are:

1. When the marriage is null and void.
2. When the husband is dead.
3. When the husband is an infant.
4. When the husband is insane.
5. When the husband is under some incapacity.

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Baron Brome

2d. When he alights the reason she can contract if he
leave her. 2d. So also the wife of an alien may contract
3d. When the husband is transported for 7 years only, the
wife may bind herself by her contract. 2. Bl. B. 3. 2d. 27.
This is a former case. 5. B. 555. 5. 57.
These exactions are minimally admitted.

In the th is alread t allows her so much power for her support,
the action could not have a fair set of inaction must die in her.

A wife giving an separate maintenance to
his husband. This is done beyond her persuasion, if his neglected
nights are not sufficiently her contract. 2. B. 3. 5.

This has been contended, indeed assumed in one case
if the courts found their opinion on the ground of
separate maintenance. It seems they did.

As to the b. on this subject a. 2. B. 227. Vaule them cited.

In opposition to the case of Brome's. 2. B. A. 2179.

Bryant v. Barte. Here was no question to his separate
no case. 2. B. 2. 1195. See we Scott. Here was no question
to maintain his w, as charging his wife & putting end to
the temporary separation.

4. T. B. 266. No comment.

5. T. B. 266. No comment.


B. T. B. 214. In this case, the c. intended to one three
the Baron's. Yet this decision is a long and good & gaining
no may not be to be giving days not about the
Baron's case. If this case was desirous on the ground of
separate maintenance, it not on that of a comment
The wife may, during coverture, if the husband join with her, in a suit or case coming, make a binding conveyance of real property. But to this there is a statute of New York which renders void certain leases made by her. Yet the husband, three lines or 21 years, is no longer. We have no such Stat in London.

In the U.S. there is no such statute of coverture as by fine or recovery. But here the wife may convey those lands by joining with her husband in the conveyance of coverture. (Cm. 10. 60. 43. 1. 41. M. 346. 1. 41. 3. 239. 3. 14. 239.)

As to fine & recovery in N.Y.

The husband & wife are joint in a coverture, that he may convey the real & the personal. The only conveyance is by name of the wife, without the consent of the husband. If the husband be dead, the deed is void. But if the wife die, that in favor of her sons that the deed stands good. Authorities are numerous.

It is a maxim of common law that a fraudulent estate must be void on future. Likewise if, that every remainder, must be created at the same time the particular estate is, upon which, to limited. If a wife, therefore, conveys her lands to her husband at the expiration of her husband's estate in them, such conveyance would be void - because the estate would be to commence in future, if the particular estate was created at the time of marriage.

Such a conveyance would be made in favor of her sons, and thus would be void by statute.
The husband may prevent the wife from receiving any
by deed, that he can in consideration of any thing in no
decision, but the same may or cannot by the act of a
dead wife, that it may affect his estate, for he may
be obliged to pay taxes which in his opinion exceed the value of the land.

Lecture 10th.

Of the wife's executing a deed:

A wife can execute a deed without her husband, whether
given before or after marriage. Vide 32 Stat. 157, 151, 30 Stat. 569
Rev. St. 140. 6. Roll. 319. 2. Sec. 75. 1. 44. Roll. 446. 34th B. 9.

No person has ever questioned the right of the wife, to execute
a married authority—hence if the last title to land is not
d in her to convey to another person, she may do it, with
out her husband.

Bower of the husband to convey away the real fiefdom
of the wife:

If the husband conveys away the real fiefdom of the wife, then
forbidding his life, unless it be done by deed or by will, then
conveying the same, the husband sues out.

The law of the wife after marriage, to secure or confirm
the contract entered into during coverture.

If an estate is conveyed to the wife during coverture
of her husband, after his death, she may agree or
disagree to it as she please.

Contracts of the wife during coverture, as it respects real
property, are not void, but merely voidable.

1. Roll or Roll. 449.

Rev. 2. 38. 3. 293.

It is said that the wife is entitled to the reversion, after
her husband during the life term of husband, after his death, if
this is the case to an the this rule of joint ownership as
for accommodation.
Any contract made during coverture, revocating the wife late by her husband, she may confirm or annul after his death at pleasure. An affirmation of the contract may be implied from her conduct as if she were wont of land, house by her hand. Roll. 949. lso. Lit. 26.

If the wife were to die before marriage, the same, to secure it during coverture, must join her hand with his in his action, after her husband's death, it survives against her. For want of joining during coverture, he might use the husband again, if alive, on his executor if he was dead. Roll. 955. lso. May 6. lso. 2. lso. 26.

The husband cannot release a contract made by his wife to third persons before marriage, to take effect after his death. Where she has an annuity for life, the same for an annuity is valid notwithstanding. Moon 522.

A wife may leave an estate by her husband negligent, subject to a penalty isgiven to her, provided her husband leaves certain conditions, more if she fails, she loses the estate. So. 2. 236.

But when the condition is annulled by law, and the husband, for instance, taking the oath of fidelity, the wife shall not suffer by the husband negligent. So. Lit. 139.

In what cases the wife must join her hand in suit. Wherever the cause of action would concern to the wife, they must join. 1. Mer. 224. 3. T. R. 691. Dec. 904.

For choice, or lawyers coverture, for trespass committed on her lands by her son, for an injury done to her parents, her children or concern is the death, before or after they are against action must be brought. 1. Bali. 31. 1. Roll. 637. lso. 2. 537. lso. 24. lso. 417. 1. Ed. 25. 1. Brome. Dec. 25. 204. lso. 10. 501. 557. lso. 204. lso. 90.
The reason for joining the wife in these cases is, that whatever the husband incurs in personal fault, belongs to her. But as they are all choses in action, if he is not aware they are choses in action, he may, if his own cause of law, it may be given to his wife, although it ought to go to the wife. This joining her in obtaining a joint judgment it will.

It is a point by elementary writers, that the husband can sue about a chose in action belonging to his wife before coverture. To support this doctrine many cite the subordinate authorities—not one of which apply to the case, but merely show that he can

The cause of action does not belong to the wife, she must not be joined. 3. Mod. 156. 1. Salk. 146. 120. Jan. 177.

It is not that the reason why the wife cannot sue alone is, that coverture is a disqualification. But it is not absolutely so, as she do not exist. For, when the cause of action belongs to the wife, she must be joined. 3. Mod. 156. 1. Salk. 146. 120. Jan. 177.

But the substantial reason is that the debt shall not be met with a suit by a person who, if bearing, met
must be liable to refund cost. A firm must not stand for she has no separate estate.

Lecture 11th.

When a joint-accesor to the mortgagee, the hazard may bring an action alone, or join his wife. 1. Nov. 156. 1. Roll. 254. 367. 1. Leav 403. 1. Leav 87. Lab. 114.

It has been decided that mortgages brought by the H. were not made by the H. will not lie. The statute for that one thing, and give a joint action otherwise, but not that the profits of the mortgage are not accruing to her. The same weight from his own end of an entail to a promise. If therefore, to Rome, does not think the decision of law.

It is true, as a general rule, that when the husband or husband of the wife, is the mortgagor, the same comes of the action. The may be joined with the H. 1. Kent. 162. 1. Leav. 305. 442. 62. 415. 437. 1. Leav. 174. Law. 174.

If the executors in the case, that case has occasioned no special damage to the H, the action may be joined in his name. Not if there are any profits of the mortgage, the wife not accruing to her, after her death. 1. Leav. 305. 442. 415. 424.

If the husband of the wife in the same case 1. Kent. 161. 262.

If joint judgment is obtained, in any of these cases it may be so long collection, by English law it goes to the law, the house is as well law, but J. I. thinks it wants remission to the wife. 1. Rob. 92. 103. 966. 967.

When must the H. & W. be sued together?

If the action would run against her, they must be joined. 1. Roll. 6. 247. 2. Leav. 251. 1. Leav. 937. 2d partnership by H. before marriage. 8. John 149. 72. 958.

If the wife in her own name, in one of her lands, the H...
neglects to perform her contracts. In such case, the Husband shall be joined by the Court. His property is transferred to the H. Authorities at such time.

Where the H. and W. are not for a battery of the W. who has not guilty, judgment cannot go against the H. for any such bond she might be under—ex a thing forbidden by law.

If the H. and W. are not in town, or an action arises, for action the H. has an interest in recovering for the battery of the wife, the suit shall not be heard. Jul. 18th.

Off the W. for not to devise.

Any case, law J. If thinks a wife may devise or sell any other finbon, the suit to the property of her H. married estate.

She can devise land only with her H. consent. June 18th, 1747, Broad. 34, 1st. Bar. 237, 976.

Antithetically, the H. has no separate finbon—have at an auction, a W. generally shall not devise for that reason, but to suit of the H. finbon—


So likewise what the H. gave her ed. action excluding the might devise. 1. Bern. 18th, 18th, 28th, 181, 53.

The may devise personal finbon—given for her sole use at an auction. 1. Bern. 214, 1st. 7th, 709, 11th, 190, 909, 519.

Whereas married women have not finbon, they may devise it independent of state. 1. Bern. 191, 389, 280, 216, 281, 1st. 214, 2, 280, 289, Bar. 20th, 214.

That the wife may devise her separate estate only
is fully established - but in 2d. the estate of them. VIII. Fu-
duced her from disposing by will of her real estate. 
2. Noy. 190. 418. 302. 2. Do. 44. 2. 1. Ch. 214. 9. Mr. 410. 9. 
If the M. X. W. separate, if he gives up all claim to her real
wealth, she may devise it. 1. M. Bl. 384. 9.
She may devise her own - but if the husband claims to by
which such devise is extinguished. 1. Mos. 273. 9. 2. Ch. 94. 
Hence, can it come, law is not disqualified to devise
for whom this M. has first at her own expense she may
devise it.
A M. may devise that which she holds in right of another, 
whosoever she is an executor.
In those states where there are no state, similar
to that of slavery, or thinks the M. may devise her
 familial real estate, if he the rights have not affec-
ted them.
A M. may devise an homestead donation or a mortise to his wife
9. 1. Nos. 32. 9.
A marital woman cannot devise real estate in
N. 2. 2. 5. 5. 5.
Does married defeat the wife's will, primogenitively made? 

If she should devise first party in favor of third party, as this latter would become her M. absolutely, the will would not be valid. A devisee of real property would not be good in some cases the will is good, for instance, should the devisees have been in action, as before they were collected, as by law they did not exist in the M. still collected, the devisee would stand.

Mr. Early to think a devise of any property would be good, should the devisee have been. 1. Ark. 365. 2. Ark. 365. 3. Ark. 365. 4. Ark. 365. 5. Ark. 365.

We separate Hone.

A W. may have separate property, either personal or real, and which she has absolute power. When real property was devised to the M. if reserved for her separate use, it was prorated expressly to convey it separate for that purpose, the legal title resting in the M. 3. Ark. 365. 4. Ark. 365. 5. Ark. 365.

But now it is disputed directly to the M. Young makes no indication of the demise or intention to that effect. Some sufficient. 1. Ark. 365. 2. Ark. 365. 3. Ark. 365. 4. Ark. 365. 5. Ark. 365.

The property thus devise cannot be taken by the M. another. This is not deemed as a testamentary. 2. Ark. 365.

A gift of real property from the M. to the W. has been held to be separate use. 2. Ark. 365.

There is no form of words necessary to create a separate property in the M. 2. Ark. 365. 3. Ark. 365.

1. Ark. 365.
her contracts made during comm. have in a lot of bow.

But she is liable to the extent of her separate
property only. her furman is not liable. 2. Ath. 279.

If the wife with her separate funds pays the
mortgage bonds, she may take a receipt, after her the
death, sh. will be considered as mortgage agree, in equity, if the
husb. must pay the same before they can get
the land. 1. Ath. 2. 89. 1. B. Ver. 82. 941.

If the wife, her H. her own funds in any case, x. takes
a note bond on receipt for it, it may be collected
after his death. If she takes no note or deed, it can
not be collected — it is supposed to be lost for fur-
ly purposes. An: in such a.

Lecture. 13th

If the wife agree to pay the H. her separate funds, she
may be contributory to it in a lot of bow. 1. B. Ver. 82. 941.

There is one case which never was founded on principle.

If the H. after her separate funds, at interest in her
name, the H. dies, then consider as a favor to her
again to his execution.

A.M. can always show of her sole funds, which is in the
hands of trustees. But whether she can of her real estate
is unalterable. the legal title being in the estate one must yet.
she can recover him to convey by taking her in lieu. 2. B. 651.

An: in such a.

She may sue in some cases on by her husband — she is a fem. as
as to her separate estate.

In case of separate maintenance, she may sue her H. in equity
in her own cause.
SETTLEMENTS OF MINORS UNDER W. BY MARRIAGE.

A minor contract in general is not binding, but settlement made on his W. is Atk. 607.

Though not a cause for a lot of equity in W., yet it is of considerable importance. A settlement is subject to the same rules.

A settlement made at the time of marriage.

No man can, in general, settle property on another to the injury of another, that may be known or subsequent to the settlement. But in the case of marriage, it is a good and valuable consideration, a settlement, that is not extravagant, is binding against capitation— it must be confined to the wife at the time of the marriage. 3 F. 494, 2 C.B. 154, 3 Harr. 6, N. Y. 193.

A settlement made after marriage.

If after marriage a settlement is made, in favor of, or a written agreement, entered into, before marriage, it is good. So also it is good where the W. has received goods from some person, except there is a sufficient settlement before. It will be good to whose credit of the funds were brought if they intend to resign it, which the W. makes a settlement on the W. J. Atk. 490, 2 C.B. 194.

Undertaken by one of these three circumstances, settlements made after marriage are considered as voluntary grants, I am not binding against capitation. 3 C.B. 154, 2 C.B. 174, L. Brown 496.

Settlement on the wife at thin of separation.

If a settlement of real estate is made on articles to live on after the separation of the parties, it is entirely void. 3 C.B. 497, 2 C.B. 174, L. Brown 496.

If after settlement, the wife becomes a lessee by the W., she cannot support her— this is doubtful.

Joint mortgage to the W.

If in case of a joint mortgage, if the W. dies, the joint mortgage to the W. J. Atk. 687.

When the principle does not exist, it is considered she still would hold it.
A joint mortgage of the W.'s hereditaries is good, Y. being a co-tenant of the M.'s. If the M.'s, X. commends the conveyance, as it is not bound by any act short of conveyance, the M. would not be liable to do it. But this is doubted. In any case, make a commitment and lead up. Rota, 937. 2. 2. 61.

If the W. mortgages her lands for the M.'s benefit, she may claim his personal estate for the full sum of satisfaction. The claim is subjugated to her satisfaction. 1. 3. 3. 1. 1. 3. 3. 47. 2. 4. 66.

However, if it can be shown by hands together that she them said in satisfaction for the money, it shall not release her claim when the account of the M.'s settlement.

The M. by means gains the M.'s share of settlement—of the M.'s remaining—of the settlement—of the M.'s share of settlement.

When a new settlement is gained, the old one is lost. No new man can have a settlement at the same time. Witness,

If the W. has no settlement, X. would agree. If so, it might be sent to him another settlement.

A major in the state, etc. are not legally admissible gain. A major in the state of the state. It is not so great. The W. is with respect A long cohabitation together is full of legal man. E. 1. 2. 1.

In favor, J. Agreed. It seems that the M.'s by a will of no man gains a settlement on man's.

If being witnesses for an against each other.

It is a general rule that the M.'s W. shall not be witnesses for an against each other. Even if all consent, the W. shall not be admitted, unless that it is a party of the man has a live, in his mind. If it might intimate domestic quiet, even if he might be admitted to mean against himself she shall not.
This trialability does not reach any other of the similar relations, but simply goes to their trialability.

In such cases, however, in cases of treason, they may testify against each other. Whether this would hold in this country is uncertain.

The case of personal abuse to the W. from the H. she is a good witness for thinking. This was settled in the case of 1. Hutt. 115. This decision was given in the case till finally settled by the case in 1. Strange 239.

Right of divorce between W. and H.

A H. may be justified for a beating in defiance of his W. when she resists. It justified for a beating in defiance of himself. Since when. He is justified in striking a man attempting to spank his W. because she resists in the same way. He may not kill a man in the act of beating with him for she would not. Bull. 113. To. 316. 2. Reg. 63.

Celebration of Marriage.

In England, the marriage of marriage must be performed by a priest in holy orders. If not it is by statute. As in case it must be by a priest of the place, and that the marriage by a servant in her county wherein she is settled, and by a chancellor or judge. The process must any nuisance.

If any person not authorized by a law should marry without due to, it would be punishable. The marriage, if solemnly intended by the parties, would be good. 1. Dall. 190. 437.

So if a person not authorized by law should marry a couple without solicitation or consent of prosecution, as much as marriage, yet the marriage would be good. 1. Dall. 590. 437. 2. Dall. 437. Bomk. 478.

The male must be 13. If the female 12. At the time of marriage, within a minimum of 2 years, an annuity of 20 to 20 years, or 20 the marriage. 5. Dall. 120. Ball. 40. 50. 50. 59. 49. 59. 50. 59.
By the statute, 6 & 7 Geo. 3, no marriage is effectual without the licentiate's signature, unless all parties within three years are ready of age, or that any contrary to that law. Those refused to be married by the licentiate, where there is a previous contract, unless it be made by the party deceased under a summons necessary to avoid it, 21 Geo. 3, 25 Geo. 3, 26 Geo. 3.

But a previous contract cannot reasonably be considered as any objection to marriage. 16 Geo. 3.

And the marriage is good until the woman takes place, if the licentiate be not satisfied thereupon cannot be bastards.

By our law, a man is void by reason of a previous marriage, and our laws forbids all men, unless the licentiate doth, that it be not made a man to marry his wife's sister.

All within the degree of consanguinity or affinity cannot be married, unless the licentiate agrees. If marriage is not made by our law, they are voidable by sentence. 21 Edw. 3, 25 Geo. 3, 26 Geo. 3, 27 Geo. 3.

This the contrary has been once delivered, idiots and lunatics are incapable of marriage, they cannot marry any thing. 1 Riall, 940.

Top authorities on the subject of marriage generally see: 1 Riall, 920, 926, 928, 930, 940, 942, 944, 946, 948.

If a marriage be made of the licentiate has the other, if the other has not obtained the licence, or as long as an marriage annul it 25 may the other. 6 Geo. 3, 940, 1 Riall, 940.

If a marriage is not the 14th, it is a bastard.

A marriage cannot be invalid unless 2 years and at her marriage warr concluded for woman in possession, being binding in Cl. 9, if re-invested in facie ecclesiae. 5 John, 92.
Dissolution of two kinds, a vincula matrimonii, or marriage, 
then, the former by death, the latter by mutual consent. The latter
being by consent is absolute, the former may be rescinded by the
party wronged the party injured, as is the case with verbal
agreements. If any of these causes of void may be shown, the
party injured may recover the called alimony, or maintenance, 

The husband cannot may grant to his wife a sum of money, for
superior reasons, as necessity, or want of means, even if her fault
of desert has. After such divorce the, under her own means,
which the other has, is no material injury, and it
substitutes the duty of her husband. She engages the support of her
real estate, if a legacy is insufficient to support her. When
she has no sufficient income, she is entitled to support as
a tenant for years in right of her wife. The 6th of July, from

In all cases of divorce a woman is bound to live with her
husband. If the husband is unwilling, the wife to allow
the husband, or maintenance, called her allowance, to maintain
the wife can maintain suit against her the 1st of August 26.

If a divorce be granted in a sister state, for any cause that
by our law would not sustain one, alimony, if
lawfully cannot be collected of the H. 1 John 5:25.
The cause for which a shipman inlet into great
sorrows, are precedent contracts, grudges, absence, with total
neglect of conjugal duty for three years, 7 years absence un-
heard of. It shall be in an ar 7 years absolute, 2 divorse is
affirmed for it is presumed the above party to said.
When the H. is guilty of the W. is entitled to divorce when she is
faulty, he is not entitled to custody. The wife at may not ever
exempt of the W. estate, not exceeding 1/4 to the wife, 2/4 is not
and it must be in her.

The legislature may demise for other causes than a vinculis
as a mere ketethese with allimony.

**Addenda.**

After making the state of distribution, a question arose
whether it was distributed, to the rest of him in the
woman with content. This point was settled by Stat. 20, Sec
17. 2. Mo. 20.

If a woman is granted to a certain, if the man pays by doing
the money, they shall belong to the man's estate, to a
woman by far they belong to deny as eaten by the G. B.
but by the Stat of 1818, they are absolutely, since 18
4. 19 21.

In the 2. Nov. 6, a question is made whether the estate of a H.
settled on the man, which property of a estate, they belong to the
This is possessed. If it is so, the man's estate is settled as a property
it had done, but none of the same view of a house hope of the W. con-
by the H. but any other extraordinary estate, not a just
man a property will not have the use of a house, but there
as a function of the H. owner.

A wife prevents of a term for years, seems, an alien, the
altering by name, may might or dispose of the term 10. Mo. 10.

The H. has the same house and house property of the M. is
not subject to him, for the purposes to the H., unless object to her, unless the term is settled as a property or
the maintenance of the H. after his death. 2. X. Chan. 206.

1819. 10. Russ. 158.
It has been enacted, if a person or society has land by lease to
maintain for her or itself, in any case, the male or female part
of the party for which the lease was taken, whether married or
not, shall the said tenant or party apply as he or she desires
on the marriage, and as far as may be consistent with their
contract, as is his or her choice in such case? The matter is, if it
were an easy case, to which it seems due doctrine is bad, p. 116.

fell. 155. Case 113. 2. Term. 6.

A case from a W, for a certain number of years, to commence
immediately on the death of a man for years, belonging to
his wife in n. 6. 12. 17. 5. 8.

If a man dies for twenty years remaining, the ............

if a person have a term, the W, for the term, the W, for the

In case of 12. 17. 5. 8, the court, in case of the term, Nov. 25.

In case of 7. 20, there is one point, which is that an action

The term is according to a proper notice, to pay the interest
in the term, and to have it paid. It is for the W. If he had

The W has an action for a breach of covenant, for a breach of his

A fine on the W. for breach of contract, as any other officer shall

The whole of the W. contracts when paid, and discharged by the

In 1. Sect. 114, there is a case where A. was given G. who

It was held that A. had no interest in the case, and the court,
it was held that A. had no interest in the case, and the court,

The action was brought by the W. for a breach of contract.

In 6. Eq. 121, it was held that, if a person who

Settlement of the case where a W. by articles of secession.
The case of quantum meruit and the right to quantum meruit is a question of the heart of some friends to the W. in the
matter to understand the W. That it of course has utterly di-
*vided* the most important, is unquestionable. Some late cur-
 thuốcious lawsuits have raised this questionable. 8. No. 911.

When the act has been founded for the W. by an article of
*quantum* time to mature, it will make the act for the W. for a specific pur-
*pose*, it will go against the W. to *quantum* with him. The act in 8. No. 912.

This by the W. to allow him his W. a refusal to maintain a
*good*. Section 8. 193.

Then a man has many times, in a bond, stipulating to be in
W. a certain size, if he will not, it was made in the
*beginning* before the debate. Section 8. 193.

The agreement made by a W. of his self, forty one at his
*receipt*. Then in order 8. 195.

It is known to all men by the benefit of his self, that the
*quantum* or the testamentary duty cannot be done, it being the
whole shall together, so that he had made in the will, utterly in-
due to his benefit. 9. No. 61. 171.

W. who was left to a W. a man of his own law as W. was,
*quantum*, as the case is made, the end of a W. relative to a
*cause* to be, being 8. conclusion when he is again asked in 9. No. 161.

The agreement of a W. to have a man of his own, will be
*quantum* as the case after the death of the W. 12. No. 915.

When A. was left to a W. or the W. of the W. quantum, and
*quantum* to the W. affirming the superannuated, by conveying the
*goods*, he will be liable for the estate covenant by the W.

The way however made this profession?答案？

As the case of quantum meruit, the W. is entitled to join
*quantum* with the, when the right cannot be alone, you can of the law, from
the W. it is not clear, 9. 5. that the W. will not readily
*quantum* to the W. this can never be the quantum, 9. 4. and case the W. must
*quantum*. In the 9. No. 146, in an only to show, that cannot be
*quantum* contract for work done by the W. the W. cannot

In the case of Hook v. Denson, 1795, the judge said,
104. respecting the case where the W. sues to be brought in an
action of trespass, quasi, have, charging neglect in the care of
the W. in a case where the injury of the trespass afflicted the
property of the W., and where the acts of the carelessness of the
W. injuriously affected the W. as by polluting the
harmful substances the lives, or polluting the water, by
spreading the salt to the land. In a case where the
W. salt— but if the injury were done to the compound,
ought not to succeed. For such cases, action would
not succeed to such. Yet in such cases, bringing the
petition as the action, the W. has it at his discretion to join
or not.

In case, Jan. 1711, it is said by the L. in a case, where a
W. was sued, to a W. if the W. were a certain accord, to pay
him $10. That if the W. brings such an action, it would
remain to this W. in an action, the W. in a case where the
losses were to the W. arising from, if not called
the W. in the night of injuries, running to the W.
— it is difficult to reconcile such a thing, being
sue as you see how the W. may understand itself, but
out the W. receive all the choses, which amounts among
base. From the principle that the W. was exclusively
liable to the owner of the W. it is true that by the cause
of his own, which is an exchange, among to the W. the
may join the W., but in such a case it is not because
W. has the least interest therein.

In this, base, 1711, there is a case of an estate in possession made
to M. W. and D. to his heirs, and the M. brought an action
against the W. for sum of damages for
recovering the same according to the same. It was objected
that the suit was not to have been brought against the
name of the M. W., yet the be not it will brought.

That the suit of a W. as far as it respects things in owner
sue, W. that has W. may be made except at Break, on
January 3, 4, thing 6.
Am I may devise her lands to her M. Whereas in the custody of the manor. Mk. 113

Am I may devise, unless by custom lands, nor in side, the not to lay M. because carnian would in the case be from
in the case, and there was no objection, no the ground
of incapability, because manor. 4. Edw. III. 6 Do. 56 B. 114.

In a case in Chaucer 617. it is said, that both M. has command to the
the M. might devise her real house & estate, but it was held
that such devises were going far by the state. 4. Hen. VIII. she
was a male incapable of giving her real house & estate, that the
M. could not remove the incapability against the state. The
it is said that the the M. might give him power to devise his
house, he could not make, because the state forbidding, and this
know that they cannot make no incapability will to devise,
for if it do so the M. could no more remove it than
an incapability.

If the M. supposes the M. than if she will sell her lands
again, in the custody, he will have her the amount so
when he is not bound to do it. But if he should enquire,
and you should enquire on loan, for you, to this effect it
will not be fraudulent as against another enquire. 2. 500.

A gift to the M. a donor's cause cannot injure. 1. Edw. 551.

An agreement by the M. M. surnames to manor is not restrin-
guished by the manor, ch. Do. 113.

In 5. 60. it was held by the by the fact, that manor was amount
in name of a will of real part made by the M. While still in fact
which goes in the same case, that the manor considered the
man of a free, as a countenance of his will, the other
hild resisted that the will was void, but it was, because at
the time of making it she was incapable of deviseal
fully by reason of the state. Hen. VIII.
A settlement made by a Woman before marriage, of her goods to her husband without her husbands will not bind him, 2 Cor. 17. 

The Woman be a Mistery to know her child a bastard Nisi 4 N. 

In Whatmore the office of one in 3600, it is said, that when the Wife relates to live, she cannot by making an agreement her Husband of the benefit of living unless that it is acknowledged of goods which she holds in her own, for my honor could proceed to him in that case, as they go together, and to this situation, this doctrine as prescribed in the point, claims to my question, for the Wife right secured by Statute is no other than that of stock, and many legalists in the rights are half of whom, as he will it is not a marital right at com. 

Whether a marriage, regularly solemnised, obtains by de[...] 

Whether the case of a Woman is only amongst those who purify the right of the Wife as it respects forty, en[...] as is acquired by the personal service of the Wife, if affected by it, she is entitled to divorce. 16o. 8th. 14. 

In some such divorce is a vinculo matrimonii, half the effect of such divorce takes place, except the issue are not be taken away when she has done. 

In such a divorce a vinculo matrimonii, which you show they proved that there has been a reason, of the Wife and the Wife soon receives he owns her after marriage, until the King, he marries with her, belongs to the Wife, yet if this fruit has been married here due to others by the
4. Their rights are not affected, to May 521, Aug 2906.

All persons at the age of 21 are entitled to the administration of their own estate, now to a distributary share.

[Note: The text is partially obscured or illegible.]
Master & Servant.

Lecture 1st.

As in one subject to the head of another. A man is one who
requires service.

This service must be forced in order to constitute a law.

If a servant is not a slave.

This service of the master is in general in consequence of some agreement
between him and the servant.

There are offenses of the master to the law in being.


These offenses are to secure against the State.


All offenses, it has been said, do not owe authority

The history of slavery. In legitimacy slavery may in no other

To be slave. It must have been by natural law.

No local to.

Slavery is not authorized by natural law, if it is, it is

This service by contract, may by contract, or by being

A slave.

As to capital in war to save the master has a right to kill

his enemy. As to hold a person has a right to defend

his liberty. But this process is not true of the

conclusion must of course be false. 2. Busk. 211. 1. S. 429.

As to contract. A contract cannot make a man a slave.

Strictly, it gives the master power over the life of his slave

which cannot be granted. Because it is not his own. A person

of a man's liberty is a transgression of his moral agency, which

cannot be made. 1. S. 429.

Slavery by birth. This refutes a famous story which cannot

be.

1. Law is not authorized by consent. A man can the local to

Slay a servant he is forced to. If a slaver does then his...
In the union of S. B. they God will be, but they may not
strictly speake for they have some rights. But this was granted
at the conviction of S. B. in 1660. There is no species of
S. B. marrying in Eng. Law. Sect. 189. 194. 204. 2. 154. 96.
3. Name the Leg. 987.

The most will be once rememberius, with slave, if known
with S.

3. In born. S. B. is legal in. It has been knowed ever that
true will not lie for taking a slave— but an actions on the
same will lie for taking an educing away a slave. Being
the action is treacherous, but he is innocent.

A S. B. may take judg. (steal for it by his next friend, using
his a devise, legate, or take by tenent.

A S. B. cannot make contract by Stat. But the M. cannot
his duty— if he can he may be sued.

If the S. B. marries with his M. cannot, he is in fact, as
true, if the maries in the S. B. has made a new marriage union
abolished with his former one. If neither cannot, he is not
true. The same is true as it respects a minor child. 9. 154. 96
244. 11. 204. 93.

A S. B. cannot be found from judgment if he marries without
consent of his M. But if a man marries a familar she
is found during care— if she marry he bore during life,
if to a S. B. she is a she still.

Section 32

By usage in born an illegitimate child follows the
condition of the mother. In by her care, 2. he follows the
condition of the father. The product of usage an illegi-
mate child cannot become a S. B. sect.
In January, the inundation of the sea is entirely forbidden. No to children from slaves after the 1st of March 1788, till August 1797, they were to be free at 25. If all slaves after August 1797 were to be free at 28.

If by the law, the term of servitude fixed, viz. 75 years, shall be continued to 75 years, a fisherman, etc. shall serve in New York.

Apprentices.

An apprentice is so called from the French word, affranchir, to emancipate. If the reason is that the master is bound to give instruction.

1. St. 426.

As a rule of law, that every apprentice must be bound by a deed. A legal contract is not binding on the master. There is no instance in which a bond is necessary to make a legal contract at law. The master of the ship, by his bond, is too vague to be held to the ship.

Mar. 10th 1842, St. Reg. 117. Selc. 68. 2. Nov. 65. 492.

It has been settled that a definite contract for a year cannot be construed into any other species of contract, but is void entirely. 2. T. R. 974.

It was formerly said that there cannot be no such contract as M.Y., by apprenticeship, willing the latter was another in the same, the second name of appr. This is no case to bind, the intention must give the name in what they will. 1. Dec. 57. 3. R. 586. 1. Oct. 33.


All other kinds of slaves may be retained by legal contract

By general law, no slave the children of free persons are, therefore, may be apprenticed out by the owners, subject to the consent of the justices till 21 years of age.
Serious to whom such power are affixed, must take them on the first and every 10th, 18th, 18th.

In cases where a minister does not consent to take the oath of allegiance, the minister may be called to answer, for an omission to swear.

The wages of ministers do not accrue by the lapse of time, but are settled by the sheriff of the county or justice of the peace. 1. N. 49, 1. 185.

In some cases, the wages of all do not accrue by the lapse of time, but are in Day, except as to laborers in building.

If the minister of any place is silent as to wages, he can become vacant, though he may receive them by special contract. 2. T. 25, 1. 185.

The said or Dini. It is necessary that minors may find themselves by their own consent, to agree upon, and according to the construction before the State, they are not liable upon their consent; they are liable, so long as the relation of master and servant continues. 3. D. 477, 1. 498, 1. 179. 1. 2. 190.

The minor, therefore, to the minors, so liability remains the same as at common law notwithstanding this Stat.

If the master or servant is in an indenture with the minor, he is liable by the contract that he was to serve as an apprentice, but the master himself is not liable.

The master bound of a servant in indentures for his own personal, either of his own or of the master, and to answer to service of his own. 1. 18th. 18th.
A minoria is a good plea in law if the S. is and is good case of action against the M. when the court.

The court can discharge both by deed. The court can discharge by contrary order, except by deed, but in case of any other action he is discharged without action, because the M. known in this court by Day 1117. 8 B. 6. 11. Nov. 182.

The meaning of the rule is, that the S. cannot be discharged by agreement in any other way than by deed. For the meaning of the S. into ligamentum quota legationum. But the court may by otherwise discharge the defendant may be cancelled in both

3. M. are known in most of the N. Eng. states, there are acts, enabling the lib act of the M. in case of any default, in a breach of bond by the M. to discharge the S. if in case of default of the M. to punish their act at discretion.

In forum: if the Master were aware the S. without the consent of the father he cannot rescind them or as rescind on the court; that the S. on his father can rescind on the court. 1. Serje. 11. 13.

In Eng. these are those cases in which the after may be discharged by contrary to the quarter sessions, by the justice of the peace, or justice with liberty of appeal to the quarter sessions. This authority is exercised in Eng., only in these cases when the liberty was by agreement of the king, by Majestative. But in known in all cases, 2. B. 6. 11. 8 B. 6. 11.

The M. may also act on account as the after V. shrouds a discharge for a reasonable cause.
Master & Servant

By law, the M. cannot assign his affair. The reason is the cost in January. Roll 134: 1, Hebe 1250.

The creation of a servant is to be attended to by the M. Salt. 12: 12. Nov. 553: 1, Beca. 555.

An arrow of arbitration, that the affair shall be assigned to the M. As a servant is good conduct between the assigner and assignee, the assigner is liable on his cost. If the master is the such as against assignments were written for the advantage of the service, first of the M. 2: March. 12: 67. So Ray 683. Salt. 67: 1. Wol. 60: Day 69.

But if in such assignment, the S. goes to facts into the service of the assignee, he acquires thing all the right he had since his former M. by acquiring a settlement of his rights. He never becomes part of his service. If he remains in keeping the assignment, he the same business, the master, known the affair, assign his own case. May not may have always a unknown in his hand. He may, under the terms of the settlement, absent from the nature of the employment require it. Roll 134: 1, Beca. 286: 12. 30: 446: 2. Ray 683.

In the same grounds that the M. cannot assign, after his death the two of the M. cannot hold the affair to assign. Strange 12: 67.
Salt. 67: 2. Wol. 65.

It has been said that the case is known to teach an known to be taught the I of the titulation. 1, Lev. 177. 1, Dec. 2: 16.

This has been used. 2, Sura. 1276. Salt. 66: Mat. 8: 123: 2: 236.

Whether the case of the M. is bound to furnish clothing for the affair is not stated. According to the current authorities says the M. must furnish it necessary according to the cost of the M. but not not teach here in his terms of his freedom. This by reason to be a hand made. Yes not made a pound of salt, made up necessarily the servant or by the Master furnishes the S. In the case now, was unanswerable the service of the affair, is that the S. Since the mutualities of the contract is satisfied, Mr. says the ground of the salt is the cost, owe a responsibility of
each other--the M. may not extort debt to punish negligence for services--nor has the servant to repay for negligence. The servant may, under the same circumstances, as the master, sue for his damages, provided he can prove the servant was guilty of the same. 

The master should have compensations otherwise so that they may be defended.

A summons or other process to the M. by the servant of the servant of the M. is before the same court. The court, of course, must decide upon the rights of the master and servant as to the servant's compensation, and the court, of course, must decide upon the rights of the master and servant as to the servant's compensation.

If the M. turns away the affair of the day, not to return, the M. must return a proportionable part of the punishment.

It has been shown that if the M. becomes a bankrupt, the affair may be conducted by casting to refund a part of the punishment.

What an affair. Every day's labour, every hour, is the M.'s. If he receive money from the M.--if the V. cannot pay the debt, or is understood by the M. to pay the V. a sum of money against the V., the V. shall pay them if they do not neglect the service of their M. I. ant. 111.
If they neglect their Master's business, action will lie against the
master for the whole. Ex. 22. 4. Lev. 63. 3. Nae. 4. 69.

And if any other, S. is taken away from the owner of the
master, no action lies against the owner, if he has the means,
meaning that the absence of the S. was due to another, a per
maintenance is within this rule. Book. 63. 9. Sir. 20.

The same is the action differs with the case. S. may take
a S. by force or theft, yet at owner and by - for stealing,
seems to be the proper remedy. Q. 20. Bay. 11. 117.


In the case in bomba, the granaries of the action was en-
trustment kept by the called turndish. If this is not a mistake of
the instrument, the S. may sue the S. to recover the gran-

In Bay. an action gave a settlement in the place where he
served the last 40 days. A barn. the owner gives no residence by
his affair. 3. Nae. 240. 497.
Master and Servant

Menial Servants.

They are so called because they are domestic or generally employed in the household. As a general rule of property that if no time for the continuance of service is fixed by the parties the contract shall be construed to mean a great time. This is founded on the equitable principle that the employer should maintain him for one year through all the revolutions of the seasons. 1 Bl. 425. 1 M. & S. 353. 7 T. R. 168.

The law then is not to say always.

By the stat. & Eliz., 21, 22, 23, 24, and 25, all persons having an interest in flocks may be compelled to work at wages fixed by the justices of the peace. Penalties are inflicted on such as give incorrect money wages or them am so settled. Not so in this country.

Day Labourers.

By the stat. & Eliz. 26, 27, 28, all persons having an interest in flocks may be compelled to work at wages fixed by the justices of the peace. Penalties are inflicted on such as give incorrect money wages or them am so settled. Not so in this country.

Agents.

They are negocians at written brokers, drapers, traders, artificers, shippers. They are not to be in the same manner as the hiring as it can only for such acts as affect the duty of them. They are not subject to first control. Since the employers is called principal & the employes, agents. 1 Bl. 454. 1 Wilde 469. Amb. 241 247. 8.

Agents must act for their master according to their contract, subject to their instructions. For many duties arises out of the nature of the employment to which the master are furnished to have agreed. 1 Wilde 469.

When agents perform their instructions strictly, they are not liable for casual losses when they so act, they are.

1 Wilde 469.

A factor is a familiar agent. A broker or man who manages at home. A fellow may retain the goods of his principal.
The broker, which is one for the agency of particular matters, can also have a particular power for the agency of all goods that have come to his hands in the course of his business or sale generally. The broker is in a particular way to receive money as for both ways. 1. Bev. 2. 499. 1. Bev. 2. 235. If he sells goods he has a charge on the goods that remain unsold to that amount above the cost of the goods he has a particular specific lien on them. 2. Bev. 2. 119. 1. Bev. 4. It is now evident that by giving up possession he boon his lien upon them.

When the factor sells goods, he has the goods lien upon the

sale of the goods in the hands of the purchaser, as on the

goods before they were sold. If he may give notice to the

purchaser not to pay the principal but himself,

and the goods. If the purchaser after such notice pays

the principal, the factor may recover the sum

om a second payment. But in that case he is liable

for the goods. If the goods remain unclaimed or being

constructed on for goods. If the

1. Bev. 2. 119.

But while the goods remain in hands of A, the factor has

no lien, cannot claim them as against the principal, but do not become a charge in the hands of the factor, till he has

actual power. 1. Bev. 2. 119.

When the agent goes to one agent it is discretionary. He has

authority to sell at a certain price or to demand a certain price. If he

claims the purchase if a higher price than the original price, he may

claim the purchase. 1. Bev. 2. 119.
so if the buyer at public sale is any to be held in good in the manner 
and if the factor sells for less, the loss falls on the factor. 4. Comm. 328.
The factor has no right to have goods of his principal, with an 
the principal may claim there of the damages. If after amount of 
the damages, he, &c. to the factor, of the balance due to him, may 
have trover against the vendors. 5 & 6. 1. Car. 2. 5. 648.
law 1176.
The court must be made to the factor not to the hammers, i.e. 
if any thing is due the factor from the principal. 1. M. R. 362.
The factor may buy and sell the goods of his principal in his own 
name. There is no necessity that the master should know whether 
the vendor is owner or factor.

This rule was made, not in conformity to the general 
principles of other law. The reason is because master or generally 
immigrants living from home in a foreign country, great 
convenience would arise if they could hire men to trade in their own 
name. 4. M. R. 362. 8. 6. 7. 4. R. 379. 3rd. 4th. 139.

From the factor, right to trade in his own name, amine 
his right to sue & be sued in his own name. 1. M. R. 48.

An auctioneer too sells in his own name, this it may be known 
in particular instance, that he sells for an individual. 8. 6. 2. M. R. 591.

If an auctioneer sells for life, than he is instructed to, he is not 
liable for the loss. The reason is, there is no enforceable contract 
on the part of the principal, unless that they shall go to the 
highest tender taken. 299.

If he, the unhappy, were directed by the master not to 
sell them else to the highest bidder, and agent or agent, some one 
induced by the constitution, is liable for the loss. Then, if the 
auctioneer, the auctioneer to pay a larger part of money, at a 
dollar for 4. If he puts it up for life. He sells it for interest, he is 
liable for the loss.
Master & Servant

Attorneys

They own as the same class of B. or an atty has a lien when the
latter is owing to his client for his fees. If he may direct the
same person of a person whom you are going to pay through
him, next to his client. But at hand in the party has
a lien for nothing but his costs, i.e. his taxable fees.

Parties are not lien business concerns. Parties
ally have a lien for their taxable fees. The lien subject to an equitable claim
of an assignee to a lien on a mortgage of the premises, i.e. the allsy.
It has taxable liens to that amount of the debt. It is
not that his client, but that of a mortgage. If C has
a claim of cost, to the same amount against A in a form
suit, how the parties will be entitled to an offset
when the allsy lien is nothing. 1 T.R. 24. 123. 17659.

An ally must execute an instrument for his principal with
principal's name, if it was it in his name, he in lieu of right.
лся. C. T. R. 470. 2. 676. 9. 143. 5. 177. The equitable
should be thus. A. B. to his ally on B. for A. B. C. 25. 275. 56. 74.
Strang 705. 95. 1 T.R. 181.

An agent is one can't lend his principal by any disinterested agent.
even if the agent is created by you. May own interests and the success of
the rule. The agent may convey his principal by acting
in ignorance of a new person only then he may do it by a valid
sale. Give a bill of sale, which he may to the requisite of a sale.
Qua acting as own of goods which is necessary. Will not this bring
principal off the stock but constructually it cannot. 7 T.R. 201. 9.
1 D. 418. 6. 17. Missouri this is not to be confused
co is with another rule, which is if A in the presence of B he
orders B to sign an instrument with the name of A does it in
his presence. B is bound by it. A. If not in the sale he
order— it is the same as if A had signed it himself. This
sometime makes a mark of his sign is affixed to it by
another. See 100 barn. 1 T.R. 55.

An agent law the public office is not subject to a private
ally, but contracting for the public is not liable personally
as much contract. The debt of the service to be. In many cases
The following rules are applicable to Ms. X, generally.

As to ye new she be bound (or to third persons) by the act of her. But when she can take advantage of them.

The general rule, that lies at the foundation of all the law on this subject, is, that those acts of the principal, made by the master, and not professing annulling or revoking, are in justification of the acts of the master. For the master is qui facit per alium, facit

Summ. 109, t. 4th. 929.

It is regularly true that all acts made by the donee in performance of the master, are made by his implied command. 2, N. 4.452

There are cases of acts done by the slave, having an express or implied consent of the master. 1st.whatever the slave does at the express command of the master; 2nd. whatever the master freely permits. 3rd. whatever the master freely permits. 4th. whatever the master freely permits.

All contracts made with the slave, having an express or implied consent of the master, are binding on the master.

If a slave buys a particular occasion to buy a horse for him in his name, it is an express command.

If a servant wishes to buy a horse for A, A tells him you may if you please; he is an express permission. If the master, or such as this, generally makes, in the business in which he is employed, it is within the scope of a general duty, the no express command as furnishing in given. As if a clerk in a store, whom you will good or the master may be induced to furnish money, if the master himself has made it without the s. 3, Boc. 549. The business must not be mentioned in the act done

If a slave does out of his master, the master may sue the slaver and recover. 2, 7. 223, 1 Roll. 98.

The acts of the slave are the acts of the master. If the slave acts after the master's, the master may sue the master, as if the master is absent at the time of doing the acts. He may sue the master, but not both. The reason why the slave may sue is because in case he is liable to the master. It may lie twice in many cases, that the slave is liable to the master; yet say it in his
Master & Servant.

is not liable in all cases. He is not liable in case of robbery by the goods are recovered by his mo. 9. Buc. 69.

The true reason of this privilege is, that the duty of the servant is his own act against all persons, whether he M be convicted. 614. 3. Buc. 287.

Always before giving him such as qualified duty against all others, that he may recover goods, if taken from him. 4. M. 78. 11. 12. 8.

But when the M. is found in the time of robbery: the goods are taken to be in his charge, and we can have no action on them.


But a money sum, the money by the M. has the say of his action. Vast by the M. has the M. no more commutation of the action by money may be charge in chaliment to an action by the other, if the man will affirms in case of goods taken by a money sum. 1. 145. Buc. 927.

When the S. brings his action, because he has a money sum himself as of his own good, by the M. seems if he should sue.

2. [Note 397. 2. M. 289.]

This is a mode of fleeing, but nothing furnishes 20,000 evidence of a or any suit of fleeing. It was fleeing is called by its needs the key of the .

The M. of his money is paid. From the S. by any illegal contract may recover it in the same manner as if he himself was contracted.

But if the S. is not at the M. cannot recover it, but he may bring his against his S. This was on the ground that the act of the S. was the act of M. for if the M. himself had acted in their case, it may be carried in the other case not recover. 3. Buc. 559. 1. Buc. 430.

The keeper, if his is his goods, is himself liable. If the S. sells he has no value. The M. is liable. And when the keeper is bad he unhealhy, in S. is not liable. The reason is because he acts as S. 1. 6. 32. 2. 126.


This rule says the law seems to be very questionable, Seek for an action.
Master & Servant.

should injure person into his guest liquor either voluntarily or by
the command of him. An unexpected & the guest should die, the de-
velops negligibly as wrong. So of his health injury done from the
injuring the health of the guest, it would seem a question, that he
must be liable on it. 1 Bl. 438.

The act is itself a wrong. Guiltfully done for when one furnishes
no right to an act, another doing it at his command, is as guilty
as if of himself he had done it. 3 Bl. 569. 1 Bl. 430.

The is bound to obey the lawful & honest commands of his Master
alone. 3 Bl. 580. 486.

If the clerk of a town refers the quality of goods as different
from what they are, it is the furnishing of one, that only
may have his principal, he was right—but this can neither
the law. It said if the master was of which he is ignorant
he is not liable—this is if he does not know guilt. Guilt to
and who is ignorant of the statute remunerates, he is not his
like being the inculcating instrument of his master's vengeance
not doing an act in itself unlawful.

But if the act is in itself unlawful or accompanied, with
what the law alone force, though is liable whether the man the
act to be unlawful or not. Thus if a command's his to sit,
draw a grove of trees. The tree, he is liable, though he know
not that the power belongs to the. the law's himself do not
the intention but the injury. 2 Bl. 492.

Those acts of the I. next, from by the M. command, injurious or not,
it are not regularly done as the act of the M. He, thing he is
liable. They are not considered the acts of the M. Where not-
liable. 3 Bl. 430. 3 T. R. 513. Thum. 228.

So if the I. without enlighed only, works into a contract
in exchange of his M. only, knowing, he himself is bound. 3 Bl. 466.

But in such case the M. afterwards agrees to the contract, he
is bound by it, if this is no relaxation to the general rule, for be
same becomes the M.'s final contract.
Masters & Servants

It has been recently decided in King's case that if the master actually informing his master business, commits a wilful injury upon another, the master is not liable. 1. 3 Bail. 106.

In a case the I. swiftly drove his M. carriage against an 2. case, and action was brought against the M. but would not die. 3 Bail. 473, 1. 461, 5. 461. Mr. Serjeant says that the act done was in furtherance or pursuance of his master business. 3. 389. 1. 541.

If a I. does want of skill or negligence, in the carrying on of his master business injures another, the M. is liable. Thos. is also 4. inquired whether one carrying on his business by a carman injuries it. 5. 526. 4. 526.

The M. is not liable as to third person to carrying skill- 6. case, but he is not the injured against the carman. I. carried 7. I. 198. 3. 198. 4. 198.

The M. is not liable 8. 1. 198. 2. 198. 6. 198. 4. 198.

A surgeon affirms that negligence in attempting to cure a wound injured a man. 9. 692. 4. 692. 2. 692.

If a blacksmith injures a horse in showing him to the blacksmith he is liable. 4. 431. 4. 431.

A man lately brought an action on the case against a M. whose horse, I. driven, a car was hurt. It was not sustainable 10. 431. because the case that should have been a trespass was it proved. The decision says there was no right to the reason thereof. In case was the master's act but the M. was not liable. 6. 175.

In a certain case it was shown after verdict that to overcome an injury committed by a I. negligence, trespass, but trespass is it. 4. 431. 4. 431.
Master Bowerman

In this case, it was held that no action of trespass was

against the M., for the party, maliciously draining his cam. against

another, now noted that any action against the M. would be

1. 25th 106.

Where the M. injured for a personal injury personally not by

his personal wrong, or by the use of his personal wrong in the

wrong — if neither

case the M. be liable for a breach of the peace — a done in

liable in either case only by the fault of his negligence to do

law, but he cannot be subjected to criminal or legal

inculpation — as the making of an untrue jail committed

equity. But if the M. be liable, the party is legally punishable

for a breach of the peace, and for breach of the peace

for the acts of his S. in making such false

words of the M. ensuing on


If A. S. employed the S. of another to do the building of A., which

another task of his negligence, and A. is injured as well as the B., who does the injury. 1. Ross. 308. 6. T.R. 511.

M. doubt, this in equity, the done not, and the done, to say that it is not.

Action must be against the subscriber, or done who

employed the wrong done. 6. T.R. 511

But if the cause of injury by M. is found in negligence, it will

follow that this S. who employed the wrong done is liable.

The M. is not liable for the negligent acts of his S. 1. El. 310.

This rule M. P. thinks, that there is no

decision, although in point of

affirming to this, your above, wherein there is no novelty of contract

between the M. and party injured, except on negligence. 3.

B. 165. 3. M. 113.

As Blacksmith, it is showing a man unwillingly leaves him the

M. is liable on account of an implied contract that the making

shall be mutually. So if the M. was by B. to B. in a bargain

I gave S. makes a special agreement of contract with the M. to

grant that the S. shall not unwillingly injure them themselves, no

matter the M. would be liable in case of mighty injury.

For the analogy of M. S. to B. M. taking advantage have been made

it long to subject M. on the fault of their adoption by time

which they are not liable. 3. El. 46. 6th 17. 38. 53. 363. 3.

3. 114.
The doctrine is founded on some principle. The R. M. himself act as a
mediator with the public for the faithful discharge of his duty.
In his hands, the R. M. has the power to declare him-
self the judge and to dismiss the case. This is
not likely to be done upon personal motives, but
the R. M. is liable for any such fault. 129

As to the M. liability for the contracts of his servant,
the general rule that the M. is bound by the contracts of his
servant will not apply in this case. The M. is liable to
himself in the same way as in other cases of service.
3 Poth. 233. 6 Bl. 357. 1 Wm. 543, 649.
1766, 543. 189, 543.

Agent act in any where a person is not confined to the general
authority, but which extends to contracts personally or to all
contracts of a certain kind and ministerial, as in cases of service.
Thus, if A., an employee, is employed to make all sorts
of contracts,

A special authority is one which is confined to an or more
individual contracts or transactions. If a man was re-
quired to buy or sell a certain of form for another,
the resulting act is an express act.

Agent act may be implied from the M.'s past usual or frequent
practice, as in his employment of a servant to perform necessary
works.

A special authority may be implied though it nearly happens. If
A. makes a contract in the M.'s name, the M. may hold
this act to be a contract for the M. and the M. may hold
expenses. Thus, if inconvenience can consist into an express
authority, for the reasons, we may prohibit
in such cases, the act to be void.
129, 543, 1766, 1766, 151, 2.
Master & Servant

His word if this, the the article may be taken to be for, because the debtor of the vendee is in the habit of taking no goods 


It is otherwise when the M. usually or frequently furnishes his 


But in general, if the defendant has been in the habit of giving for the 

M's goods, he is not liable, the M. has not been 

This seeing such articles is construed into an account subsequent, which in R. is a satisfaction of notice.

Suppose the M. has given him in S. money on some 

but admitting him with money to buy certain articles - that, under 

the money, purchase the articles and sue to the M. for, he 

This is reassembled, but the M. thinks, the M. not liable. Another 
case the same for the grounds of account subsequent by the M. for 

using the article in considering such. But in the present case the M. 

knowing the M. cannot therefore be supposed to account to it. 

The M. has not intended to give his S. trust with the M. but the 

trustor was occupier to accept him. If the goods, and if 

and two innocent persons must suffer for the act of another, the M. 

ought to fall upon him who trusts the savage.

If an M. has permitted one to trade in his name an account, he 

may furnish it, by furnishing any merchant in particular, who 

on account of the goods is careful to trust him. But a per 

state description of the relation of M. & F. will not prove this 

effect. The word in the best of cases not to trust, or request 

the disposition shall have public or the trust. if you give the 9. Chitty 26. 1. T. R. 760. 1. Bank 42. 185. 12. 1. No. 346.

To a servant in making a particular contract as selling goods 

make a warranty as to the quality of such J. the M. takes 

by it, and he is merely sustaining the servant from making 

it. 1. T. R. 122. 1. No. 257. 3. Salk. 239.
Where the S. in making a contract of warranty, acts within the
rules of a good deed, warn an unbroken instruction not made public, nor
the house, will not from the M. see. 305. 565. 1. Ref. 111.

But if the M. had so much knowledge of the S. Making the warranty, the
M. is not liable. 10. M. 109. Ref. 2. 690.

If the S. has been in the practice of using the warranting his M.
form, with the M.'s knowledge, the M. is barred by the
warranty not withstanding any private instruction not known
to the warrantor.

But if a S. intended to sell a particular house, with an equal
instruction not to warrant the M. is not barred by a warranty
of the S., as he had no just motive to warrant. 2. 570. 600. 11. M. 109.

But if the S. had no right to sell, the warrantor agreed even
with the house ag. the M. the warrantor takes the nuisance as
himself. Refutation, be taken when any the nuisance as to think
right of warranty.

In two Jars, in a case like this, 2. 569. South v. Moran. A having
a counterfeit deed, entrusts it to B. to sell by a warranting
deed. B. believes it to B. a warranting maker, who parts it to the
M. He removed the counterfeit deed from 6,000 $, to sell
of the original owner to recover what he had paid. If weight
in the action wants not his because it did not sufficiently
cause his M. to warrant it. But according to this rule,
B. would have had $2,900, the M. would have had $2,900.

Another case is found in the books, equally questionably. It says
that if a contractor, his S. to sell a house at a public sale. Does not
tell him to sell to any particular person, S. is not liable on
the implied warranty that the house is sound. Ref. 332. 3. Ref. 654.

If a merchant, deed with the goods of his M. to make his goods
the quality the M. is liable. 3. 58. 177.
The risk in not making a contract for contracts made for him. But if
the maker of the bond is not bound to submit the insufficiency, he may sub-
ject himself to such contracts. And he can thus he does not
act in the capacity of a tenant in his own name, without the
of his M. J. Hall, R. A. Nov. 69.

If the M. makes a contract for the M. when he has no duty to him in
it, and A. [illegible] the M. himself is not bound to the M.,
must be personally liable. Any one who acts for another who
does his duty is to be considered his own master. Thus if a M. makes
a contract for his M. he is bound, for he cannot be master of
him. So it is if a minor contracts for his father. 1814. 30

Our Stat. P. 457 has introduced a new rule on the subject.
Master's Servant

Act of the 2d day by the command of his M. as step or in fact, are not binding on the M. as he 22. A. l. 491.

It is also generally true, that acts so done bind the s. B. A. 562.

For the purpose of determining what acts are not in fact as acts done by the M's command, it is to be observed as before, that all acts done by the M. not in the hands of the lessee, in any work, which is ordered by the M. can not amount to lessee by the M's command except as such. If there were not binding upon him, 14th.

Hence it follows that they do regularly bind the s. C. 563.

Thus the M. is not generally liable for the willfulacts of the S. because they are not consented to or done at the M's be

ing but the S. alone is liable, unless, there is fraud or contract,

S. C. 395.

If the S. in performing his M. command for an injury to anyone, this negligence, ignorance, or want of skill, the S. shall this M.

be liable to the party injured, provided the transaction in which the S. was engaged was not founded on any contract made or suppletory


A person committing a true past is liable in his own name enu

arily the acts, S. C. 560. 6. The law of landlord does not regard the

intent when the act is brought immediately against the

person wronged. if the ownership of the M's servant is against the

honor of another, whether useful or not it is liable.

This if the transaction in which the S. was engaged at the time of the negligence in which was found on a contract, or paid or settled between the M. and the party, the S. wholly liable. if the law

M. does not bind the negligent party of the guilt (of that the

S. must fully prevail over the M. that if a true fault the

case will support the position.
Chapter 8: Servant

Suppose an affair of a blacksmith houses a horse, who negligently
his alow is liable, the case being considered as a prejudicing a
horse fair—may the Blacksmith have done it himself, negligently and
have been a horse fair because of the treatment. He has lawful hope
now he's the S. & M. 603. Note f. 506

The injured party having right to complain, except as to the
injury occurring on the breach of the wright's contract, to show
the how well the minority of the contract puts tout out of the
question, the B. can be malignant to the contract, hence the alow
said in liable.

To this rule there are many cases where the remedy of it must
run the rule just laid down. The M. of a ship as well as the owner
is liable to the wright for any damage occasioned by the negligence
of the ship, which the wright's negligence was found to be in the
contract of the owner. 

The owner's rights are often impaired by different circumstances.

If a servant commits a malicious tort, he is liable in all cases to the party
wronged, even in the contract, for your finding on a contract between
the master and servant, i.e., he is liable whether it violates the
tract or not. 

If the M. is also liable, it is a breach of the contract.

This is known as the Black Smith viciously leaves the home of another.

An action of negligence against it will not lie against his office
of the master for an injury done to him, but the action must be
in the government under which he acts, he means if for the govt, not for him.

An action will lie against a person on any public office
in money illegally collected from an individual, yet how the act for
himself, if it is his own personal money. C. 69, 606.

If an ally brings an action for an injury against another, knowing the
there is a statute of the case of action, he is not liable for the rent.

Because his relief is a discoverer in the case, neither is he entitled to
the question whether his client shall have an action, he can only advise. 

E. Mol. 209, 2. (c. 29.)
There must be no favor shown on the part of the Master, to no more
print on account of his negligence than any other man. Where the Master
after leaving without a man, with a horse and goods, and against the drift, he is
held to be liable. 1 Will. & Mar. 4 Ed. 16.

The S is in many cases liable for injuries done by the M. He being
particularly liable to all wilful negligence of his Master. As where the S men
artists were, in the case of the M. call'd by negligence permitted them to stand to death. 1 Will. 14 Ed. 4. Bac. 363.

And under the same principle if it is brought that an owner before the
justice had, or was without a man, the S in question for the payment, the S is liable.

This day, 26th. 10 Mo. 109.

But no action will lie, for the S of any breach of promise, if a man
agrees to maintain, nor for insolvency, or misbehavior, in the answer
of conviction. 1 Will. 54 Ed. 1. Bac. 164.

But of damage incurred in consequence of his violence, the S is liable
1 Lev. 18 Ed. 1. 10 Ed. 248. Moan. 455. 2 Hilbe 115.

The same rule of Slin in case of neglect. 2 Will. 92 Ed. 3. Burn. 2060
10 Ed. 5 617.

There is an insufficiency between the M. and S, that the S shall
act with diligence in keeping the Master of which he is liable.
But if he pays for want of strength or skill, for what he is under
maintain'd, he is not liable. 10 Mo. 109. 9. Bac. 1564.

Subject a Master enflaws a journey. I give him wages, all necessary skill
will be necessary, to be brought to us in the performance. If for a breach
of contract or agreement, the Master makes me journeys accidents liable
to his own expense.

But the S is not liable for the loss of his M. goods by robbery,
life molecularly resolved by hym. 4. No. 35.

The S is not liable for loss occurring by inevitable accident, as by
lightning. 10 Mo. 109.
This rule however does not apply to cases where the M. is actually a party to the wrong done. In this case the joint tort-feasor, for a injury to each joint tort-feasor is liable for the whole wrong. See Dapper against Dapper. An action against the defective for his proportion of the damages incurred is in such a case of policy, En malper sonne ex tunc actio. Having 166.

As to the M. asy over his S.
The M. has a right to make his S. for a breach, as neglect, delay, or不尽丁者, mistake, or ill manner, pursuant to the M. Right is necessarily incident to the relation. M. must have an action in those cases in which things are done at his request. I.H. 110. 125. 127. 1, 170. 176. 1. 180. 127. 128.

This correction must be reasonable. This rule obtains between shoolmaist. Eshelton, 1. c. N. 102. 3. So. 120.

Any thing that makes a relation to a M. connecting his S. to those belonging to his family, unless his S. commits an assault, or an eminently dangerous thing. The question of his being the S. is important, it does not apply to all that he is in the family, as a servant.

In law, the M. may connect his debtor against his service.

But, the the M. has a right to connect, if he shows that such a person has so far supply the terms for the M. in that case, it will apply to service. On, 1. 180. 127. 128. 1. 180. 128.

This correction must be reasonable. This rule, and a M. can not be against it by a rendering. A distinction occurs between a rendering of a thing that
A man may be excused for having and using a weapon, but not for using it in a way that causes harm or danger. The use of a weapon in self-defense is justified if it is necessary to prevent imminent harm or to protect oneself. In such cases, the person using the weapon is not guilty of assault or battery.

When a man acts in self-defense, he must state the circumstances under which the weapon was used, and if he can prove that he acted reasonably and with the intent to protect himself, he may be justified.

The man's job is to protect the community, but if he uses more force than necessary, he may be liable for damages.

The man's actions are justified if he was trying to prevent harm. However, if he used excessive force, he may be liable for damages.

As to the man's actions, the court must consider the circumstances of the case. If the man acted reasonably and with the intent to protect himself, he may be justified.

If a man is wrongly taken, the man may sue for assault and battery. However, if the man acts to protect himself, he may be justified.

1. Wood 462.
Master & Servant

If a principal without retaining leaves his servant, his servant lays by on another knowing of the former's absence, an action for his discharge will be against the master. And in this case, the master must show that the defendant knew of the former's absence. [Lab 106.

It is now settled that an indictment will not lie for merely laying up
the labor without, only there is, favorable language. [Roch. 9: 3; \ 12: 106.

If a subscriber above can maintain an action for the injury, the
injury is a loss only to the subscriber unless the master may sue for its
loss. However, in this case, the action for the loss is upon the same
cause of action as that is against the master. [Roch. 109. 10: 11.

But the master must declare with a fair view of the action, as will be
remedial. A loss of service to a master must be actually proved.
[Roch. 110. 11: 12. 12: 68. 1: 415.

A minor child is a servant, and as such, an action in a minor's name
must be brought in a minor's name. The statute of limitations of a
minor's action is four years. [Roch. 115. 2: 68.

In the present a case of a master's grant or an slave's
inheriting his daughter's action. This action is out of the relation of
master and servant. But the master may sue for the value of the services
of a minor, or the value of a minor's action. But this is not the only ground of damages, and it is
the relation of master and servant.

If one beats another, so that he dies, the master has no remedy for
the civil injury is merged in the public remedy. [Roch. 3: 58. 7: 306.

If a person injures the servant of another, he is attempting to cure it so
that the master's wrong is therefore, the master may have his action in the
wrongful remuneration. [Roch. 9: 2; \ 12: 342. 9: 12: 568.

But the master's remedy is
rav.

This is not

But the master's remedy is
In this case it cannot remain an uncertain question, whether a person's action against another, to whom a contract was made, will be sustained without satisfaction. The case must be put upon the other party as if he shouldfully injure the plaintiff, hence it cannot be sustained. 135.

But whether a man may, without satisfaction, bring an action against the other party is another question. The general rule is, that in the absence of a written agreement, a man cannot recover without satisfaction. But where there is no agreement, and the party injured does not bring an action against the other party, but not some case, the party injured can bring an action against the other party. In such a case, the question is, whether there is an action against the other party. If there is an action against the other party, the action will be sustained without satisfaction. If there is no action against the other party, the action will not be sustained, unless there is some contract between the parties. If there is no contract, the action will not be sustained. If there is a contract between the parties, the action will be sustained. If there is no contract, the action will not be sustained. If there is a contract, the action will be sustained. If there is no contract, the action will not be sustained. If there is a contract, the action will be sustained.
A S. may also justify a battery in defence of his goods, for this reason that the mischief may be repaired by action for loss of property, or it may be repaired in this manner. But, in every case, if a man is not a servant, he may in case of his master, take such a suit only, and the answer to this would be: 1481. 1561.

Whether a man may justify a battery in defence of his goods, is another question. He may say, the mischief is repaired by action for loss of property. This answer may be argued against this, and the answer is, it may be repaired in this manner, or it may be repaired by action for loss of property. If a man is not a servant, he may not justify a battery in defence of his goods, but there is an answer, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is, or the answer is, that the answer is.
Lecture No. 1

This title will include Guardians of Ward according to the 6th
Law above. A minor can result in a person with an infant, under the age of 21. 1 Bl. 663. Tit. 18. 253.

The age of majority is fixed at different times in different countries. By the Roman Law, 18. We will consider the principles of discretion of infants as minors.

1st. To minors. As an impartial rule of the 1. so that no person under the age of 14 years can be punished for any offence. Such a person the 2. 1. Know 23. Is 4. 23. 1. Know 23.

No person can be punished from a crime unless an intention is found with the criminal act. As there can be no will in that case, there can be no punishment. At 14 an infant can be punished for a crime as well as any other person, because he is then presumed to have arrived at an age to know a will of the offense. Between 12. 14 is always a question of fact, whether he is capable of committing a crime or not. The presumption of the law is he is not delinquent, but a presumption of law like this may always be rebutted. 1. Mat. 20. 16. 5. Factus. 20. 1. (Bl. 446).

The same principle however lies in the presumption. The presumption as to the crimes of an infant under 14, can be rebutted. The presumption given in the above section submits the presumption remains vague unless the age of 12 years 6 months. Between 12 and the twelfth year of the 15th. After the 15th. If this difference does exist, it only shifts the operation of law. In the latter case from the presumption to the infant, but there
Parent & Child

It appears to be no such distinction in the English Law, as it
existed in the Roman Law. The law is laid down as above.


So observed in A.D. 1666 that no new cases infants are pa-
rileged as to non-claunians, which are not seized. The
cases hereupon are not mentioned. No law known them to
be amenable—pass infants are exempt from criminal
charges, which adults would not be in—living a punishable
of it, that infants shall not be punished for such neglect.


It has been a standing rule in maxim in the Adminis-
tration of it, that no infant shall not be convicted as a
criminal, unless it be done without great care. cherubim—so jau-
line so the laws of infants. The judges in this
case are so to be his counsellor, if they have gone so
guarded to so that. The infant has committed the sin, to
the judge have assumed the plea of age, guilty to be put in
it the cause to proceed to trial. Est. 90, 224. 366.

With regard to general states, inflicting corporal punish-
ments on infants, a material distinction is to be observed.
In some cases they are punished under them: the not same.
Yes some not. As a little difficult to lay down a rule. Mutil-
ally the reason this the time. If the individuals in state cases
such are: 1. C. is corporally punished at it. D. infants are with
in it, all the not names. I may be punished without it. Est.

But if the state prohibits an offence not punished at B. I.
corporeal, I may inflict a corporal punishment without crea-
ting an offence so punished at B. I. infants are not within
it only mentioned. Est. 274. 13. Blair's Ab. 510.
Parent & Child.

A maxim usually given is that the punishment is equal
ing with to the offence, and it is not inadmissible at all.

This is not sufficient. The true measure is that the act of
in committing physical states will not allow the punishment
of infants at all. To be sanctioned by mere negligence, these
are the leading distinctions relating to public offenses.

We are now to consider how infants are liable for their
torts. An act of eminent slander is liable at any age
at issue, if the injury is committed with force. The age
is that the act is done, and the injury, if not caused by
intent, with which the action was committed, criminal
regards the intention, but in private injury to act on
the injured is not whether he intends to do it, but whether
it is to be done. 1 Geor. 2. 1. 1. 11. 3. 2. 1. 11. 19.
197.

So to be sure the intent may resemble an injury to
injuries. There is a case in the book where an infant
of 1 year old was sued in a case of assault. It was
not contended that the action was not the
1. 11. 19.

There is a distinction in intrinsic between the case of a
infant or private concern. It is wholly infrequent to the idea
of justice, that a human should be punished where there is
no crime. But in the case of a civil injury it is equitable
that the party injured should have a compensation. 11.

It has been adjudged that an infant of 17 years old is liable
in an action of slander. Upon this case it has been argued
that 17 year that age is not liable. An inference is not
logically. Furthermore there is no case wherein I mean that age
has been sued. 3. Bac. 132.

Now I consider an infant is liable in an action of
Parent and child

There is no objection to his liability.

An infant is not liable in express contract for his fraud, because if the party be a minor, he cannot be destroyed. Courts have allowed to subjects from few years an express contract wherein no general rules that he cannot make a like serious injury as a deceit, whereas he is no delict. In 10 of them, no such liability that an infant is only liable for those touts that are attended with some degree of violence. 1. Hildreth, 114.

This cannot be true; from the conclusion from an action of slander, regardless of them at a seditious or sedition. All the cases are decided on a little part of this rule, is that an infant is not liable for his injury, to make it a delict. The jurist says the pleading of infant is a new ground as a shield, not a weapon. That law must that an infant woman is liable in an action in contract of it cannot even operator this opinion on 1, 1. Bev. 1802, 90, 29, 29.

All actions in court maimly cannot be sustained.

It can be an infant, when the cause is in contract, for the foundation of this action is the contract. 20, 995.

It was once said by judge Parker, that if an infant would make to apply himself, to severe, and that of the no evidence of infancy should be still the same, because he would know that an action of his own, whereas his infant must be made an express contract. Yet, as such would bind him in all cases 12, Bev. 103.

In none can a child make an action to begood,
Parent & child

on infant to sumnall the care of her son, this
however in a rule of Egypt out of 2 years
and so to left to the direction of the Cl. 9. Mad. 38. 18. June 36.

Lecture No. 2.

Subject's liability for contracts I certain other particular.

et c. c. those for coining money in both cases.

Before this time they have no right to choose a guardian.

Lending to the English is, an infant may be an extraordi-

ary care an undue care and may be appointed. If the

appointment will be void. But the he or appointed

have all the rights of an adult, still he can execute the

dead if he is 17 years old. Consequently when his appoint-

ment is under this Age administration, Quando minimi in

tutelato minore, must be appointed 1. 2. 3. 4. 5. 6. 7. 8. 9.

Co. Bree 135. 3. Bree 121. 4. Do. 3. 1. 4. 2. 3. 4. 5. 6. 7. 8. 9. 10.

To man can in an administration till he attains the age

of 21 years. If the reason cannot is that an administration

must give bonds for the faithful performance of the

if its duties being appointed by 2. An external control

over bonds, not being appointed by, but by the testator

himself, s. 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18.

But in case his acquisition subject to man can be an
Parent & child

The age of consent to marry is in males 18, in females 12. No person under that age can be bound in any of their contracts, if over 14 the other under the age in his own defense, because the agreement must be invalid. But according to the English law a female may in whole or part.

If she is 14, when her 15, she is above, the money be endorsed out of his estate. 1 Bk. 463. 26a 937. 1 Part 89.2 Bk. 141.

On the same subject, if he is 14, when she is 15, she is below 14, the money be endorsed out of the estate. 1 Bk. 463. 26a 937. 1 Part 89.2 Bk. 141.

The age of disposal of real property is 21 in males and 18 in females. By others 21, 16, 17, 18. The latter opinion seems to be that which gives the age at 18.

If the age is sufficient to constrain the party, they may make a valid disposal of personal property. 1 Bk. 104.469. 1 Part 89.2 Bk. 141. 2 Bk. 463. 1 Part 16. 2 Bk. 463. 2 Bk. 521.

Full age as was before observed is 21. This is completed on the day preceding the 21st anniversary of his birth. The man has no power of a day. The day of the birth being seven included it can't be again, if it makes no difference whether he was born the fourth or last part of the day. 1 Bk. 85. 2 Bk. 144.686. 2 Bk. 463. 2 Bk. 1096.

An infant, under the age of 21, cannot bind himself by a contract. The contracts of infants are not binding, i.e., void and voidable. 1 Bk. 586.

But if an adult make a contract with an infant, he is bound by it whether the infant is or not. Of them an
The infant, in order to make a sufficient consideration, to support a contract. This is no considered as being who will perform a specific performance on the part of the adult. It is plain to think that this is meant merely to infant to do equity. Sec. 502. 1. Per ret 6. 109. 9. st. 393.

This is the general rule that it is not necessary, nor is the law contract is absolute, and will not bind. The chance of, a contract is always, any kind, consideration, to render a contract present. This is the case in all secular contracts made by an infant if an adult, but in moral contracts, is strictly owed on land, there is no consideration to support the engagement or the other thing, one of the infant makes a contract which is absolute, made a legal, now, nobody then brings no consideration to support the adult, is not bound Sec. 938. 1. Per 6. 109. 9. st. 393.

And it seems well settled that if an infant after making a contract, mirrors the consideration moving towards himself, afterwards avoids the contract, he is not bound to sustain the consideration which he had required. He be deemed it a gift in a man, it has been introduced in this case, whether an action of trespass would not lie, when the consideration was specific, or an action of indebitatus adsunt, restitution, when money is paid, the the moment of the infant, man's
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The books just support the idea, that such action cannot
maintain. Such proceedings might deprive the infant
of his privileges or enable him to act to change the
nature of the contract, i.e., the conclusion from that
sort of a specific nature to one of a specific nature. Noblige
the infant to refund the consideration out of his own
estate, by which mean he may always acquire by the
whole of his estate if he can find assets to trade with him.

As to a general rule, that infants are not bound by their
contract, yet there is an exception to this, in the case of
enforcement. As a general rule of the L. L. that an infant
may bind himself for necessaries by contract. And an
infant is, in most cases, not liable for necessaries, which
are all included in these: viz., food, clothing, lodging, and
instructive or in a valuable trade. 1. Bowd. 33.

The reason why an infant is not bound by his contract
is, a reason that he will surrender away his thirty days, or
two of this age, he must be of the at the time. If this age he must
not be in the case of necessaries when a con-
temporary mass exists. They must be absolutely necessa-
ary for him at the time of contracting. If such things an
infant must be determined by the infant's necessities.

The necessaries must always be reasonable, in all cases,
where the time of infancy is not in its nature affect
to be left to the jury, whether the articles furnished
were necessaries or not. Since it is so that when the par
piles his infant, the infant may plead generally that
they were furnished as necessaries. Whem a minor it a
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question of it, the father would have to plead officially in his
satisfaction, what the things were that he punished

Infant, may bind themselves and in their mischiefs,
for the volunaries of their wicked children. He has the
same power to contract for them. He is bound by those
contracts as much as if they were made for himself;
consequently he may bind himself for articles much
many for their own joint remuneration, Ps. 168. Ex. 161.

An infant is also bound by the contracts of himself
made before marriage, but the warden must have
been informed. Barnes. Ps. 161.

The master must be considered with certain
qualifications for no infant can bind himself
for speculations if he is under the care of a master
guardian or master. It is provided for neither
it happens that the master guardian or master don't
punish such non-facess as he may think proper.
2. Th. R 1924. 9. 4th. 31. Ps. 8. 231.

From what has been it follows that an infant can only bind
himself in these 3 classes of care. When he has no master
guardian or master, the master is bound to provide for him.
When he has 1 but is not of the want of his care,
and when he has 1 is within his reach but is being
rendered that he is suffering a no danger of it. In either
of these last cases the master guardian or master is lia-
ble on the contract. An infant is not in this case bound
and must be by his infancy contract—because he
is not liable of course to the extent of his contract
only to the amount of the sufferers' damages. In the case of an adult who makes an agreement to buy a commodity for a price, his hazard is limited to it, unless the price is not small. In the case of an infant, he would not be bound. It would seem then, that he was bound on an installment, or quantum required under the law.

Lecture IV.

An infant cannot bind himself, in any way or form, that an adult can very few circumstances. This will appear from the following distinction, which are on the ground that consent was made by an infant. If the infant and be binding to a final deed, this is known to those as the consideration may be Sec. 163. Case 512. 1 Grant 54.

2. An infant may bind himself, by a single bill in name for the
   liquidated sum, given under hand, Sec. 151.
   Sec. 999. 1 Mac. 982. 516. 523. 1 Grant 79.

3. By a negotiable note when actually negotiated, the infant
   not bound. 1 Mc. 111.

4. By not negotiable, an not actually negotiated, he is bound.
   Sec. 129. 1 Mc. 134. 8.

5. By a bill of exchange not negotiable he is bound, but
   when it is a bill of exchange not in hand, his liability, Sec. 160. 1 Mc. 520. 1 Grant 79.

6. By an account stated, liquidated by the parties, the infant is not liable, in an action of account, customer and
  厂商 on an account stated the infant is not bound. Sec. 999. Nov. 93.
   Sec. 193. 1 Mc. 60.

The enquiring person is what are the meanings of these distinct
   terms. We will take the cases in their order. First, you may not our infant be bound by a final deed? The meaning given to the
book is, that the facility may accrue to his disadvantage is it may occasion a perpetuation. This is not satisfied by any a relief might arise always he had on the perpetuation. In reason of that the consideration can not be known it can not be taken with in the bond was given from mechanisms as next. Will a final bond is executed the consideration never can be enquired into if therefore the infant will be obliged at all events to the bond which he has executed, without being permitted to deny that the consideration of the bond was mechanisms than the privations of infants would be totally destroyed. 1. Sect. 179. I. Step. 6. 10. Cont. 72. 1. Dow. 6. 36. Witty 20.

The reason then which runs through all the cases is that the contract is such that the consideration is examineable as he is bound but of the nature of the contract itself all enquiring into the consideration of it he is not bound.

2d. By a single will he may bind himself. In time that now a single will is not examineable but it formerly was, if that too at the time the will was heard known that he might bind himself by it. I found no case where a single will is not examineable where the infant is an obligor 1. Pet. 9. 2. 476. 323. 1. Lev. 18. 6. 1. 1. B. 51. Augustino.

3d. By a negotiable note negotiable he is not bound; because as I have the essence of money no enquiring can be had into the consideration. If then he was bound the privilege of the bank of Missouri would be overthrown so far as his privileges must give way. But suppose the note is not negotiable he is then bound by it because the consideration may then be enquired into, which it contained in the hands of the promisor. In a mere note contingent on the principles of the law. 2. 1. 1. 1. 3. 158 4. 1. Sect. 27. 1. Med 401. Witty 9. 6. 2. 85. 2. 1. St. 61. 1. 1. 1. 9. 1. 362.

4th. By a bill of exchange before negotiated he is bound Witty it.
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This stands on the same footing with regard to the real

5th, by an account stated the infant is not bound the same

issue may be examined. But the reason of this rule is, that

it may likewise at the time it was not looked into, if this in

as these cases may be Manu as to what the rule contains

the measure has accumulated. 169. 39 H. 1. 143. 163. 2

1. 12. 93. 1. LA 18. 12.

Then several cases are founded to support the general principle, but

still there arises a question, whether in these cases whereby the

form of the contract the infant is not bound, he is bound by

the original simple contract? As in the case of a personal

by this, he is not bound now can he be bound in an action

of sedition, and not for the mischief which occurs and

this bond? Thus one of the other question, whether the bond

can or does not merge the simple contract? And the other

whether a fraud upon an infant in bond or not?

The decision of this question will decide the 1st. If it

still stands, it can merge it, if it does not it has no effect

at all. This question will be more fully considered under another division of the subject. Suppose the bond is

void, then I conceive the infant is bound on the original

simple contract, unless it can be shown that it is agreeable to

with all as analog. Pr. 9. 16. 3. 12. 20. 1. 4. 216.


A single bond has certainly merge the contract. He has taken

a security which is not void. Did this reason satisfy, he recent


An infant cannot bind himself for money lent until the

money is actually repaid. 130. 13. 3. 97. 13. 6. 16. 29. 216.

At 27. the infant is not bound for this money weekly.
the infant himself to reduce it in circumstances in which can be in command rather on a fine than a landlord. 1. 3.

But in this the infant of the necessity is actually reduced in circumstances, is bound to reduce the value of the necessity that as the case may be the whole value of the necessity. Hence the burden of the necessity of which the whole of the window. I will presume as much as the necessity want be known if he has purchased than an article which would be exactly the value of the necessity. It has been decided that whenever the infant wants a window, in furnishing articles to carry on his trade, he was not bound. This is because he has not sufficient discretion to make a contract, & that the articles purchased were not necessary. Law 92 p. 389, 389. 1 Hall. 129, 129. Nova 1089.

To also an infant is not bound to pay for repairs done to his building. The repairs are not command as necessities may be made by the guardian. 3. Hall. 196.

It has however been decided that if an infant takes a lease of a house or land & lives on it till the next day on he is liable in this case of its reasonable expenses of doing so and (years next) in an action of detest. The house is bought for the use for the purpose of lodging. Don't see the reason of it this decision as it unjust land two. 920. 1. Hall. 190. 3.

For necessary education an infant may bind himself but what is necessary in case would not be considered so in adult. This kind of education differs in justification to the former mark. A liberal education may be considered necessary. If pledge for the infant son of a nobleman unless it would be unreasonable for the case of a few years. It has been decided however in the case of land that service
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An infant under 12 months is bound by a promise made by another, except that a promise to be bound in his procheinancy.

A promissory note must be in writing.

A promise to be bound in procheinancy.

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A promissory note must be in writing.
If an infant gives a security during minority, it is void, but, said,Nortonfell age makes a provision, this provision will last the foundation for an action on the original bond contract, but it can never set the wrong security, Sec. 164,9, 163, 72 B. B. 185.

When both the instrument is absolutely void, these subsequent provisions in the foundation for another action. But in the case of a voidable instrument, he may or may have his action on the instrument of a plaintiff, except if a provision after the device, but it is not.

When a person after the fallage makes any provision in consideration of a contract made during minority, he is bound no further than to the extent of the provision. Ex. 164.

So a plea of infancy and application of a provision after the fallage is void, provided as in the 187 is bound to support it, it is provision in, he and not set forth, that the contract made at the fallage, it will be presumed that the will of the fallage of the entire bond is on the part, because the 187 is set at fault.

So 160, 643, Ex. 164.

If an infant is joined by an infant in a bond, his bond or his security, may a provision made during minority, he shall be deemed as having a notice to the interest of the latter. The interest may claim his security of the fallage, but he is not the interest of the fallage beneficial. The reason is that shares are generally reserved, it makes a contract in a or stock Bond.

If an infant is void on a contract to which he is not bound, he must plead it as a plea in evidence under the general law. He can be discharged in a summary way as a personal contract. See, e., see citation. Bar. 37, 740, 740.

Lecture 1:

What contracts made by infants are void of what are binding. All contracts by which infants can not bind are not binding. This distinction between void and binding is somewhat artificial. But the consequence of it can vary materially. Infant's contract
that of late years, by having been unwilling to consider these contracts by which infants are not bound as voidable merely, not void, it is of advantage to the infant, as being in his power to make valid the contract or to satisfy it where he is at fault. Having these two powers, there is no case in which the infant is injured to the infant, his contract will be considered as strictly void. The first general rule laid down on this subject is, that there is contract in which there is an apparent benefit on rescission of benefit are voidable. You the other hand, where there is no apparent benefit on rescission of contract, there contract are void. 166. 562. 24 Mc. 341. 24. 944. 34. 55. 310.

This is not, I think, the governing rule: the first of my master's point is undoubtedly true. It follows that the contract of an infant is only voidable, because they are always known to be for his benefit. I know of no exception to this rule. If this part of the rule were not true, he could not be a trustee, guarantee an officer, he could not be called by general bank. 21. 81. 201. 12. 1. 3. 2. 3.

Upon the same principle a power of attorney given by an infant to accept an annuity is only voidable. It has lately been decided that an annuity made by a minor to some as a child was voidable only, because it might be for his benefit. There exist three general classes to illustrate the former part of the rule: 3. 2. 13. 20. 1. 20. 3. 40. 1. 1. 34. 3. 44. 3. 51.

The latter branch of the rule does not universally true. The former part of the latter, it has been seen, is that when an infant made a loan without rescission and that it was void. 3. 21. 13. 20. 1. 20. 3. 40. 1. 1. 34. 3. 44. 3. 51.

This has been laid down as the former part to this power as such, but is not a single decision in this point as by the House of Lords; consequently it does appear
to be well grounded. If under these circumstances the
court, if it says a lesion made by an infant may be recoverable
i.e. in available. 9 B. N. 1800.
This is so much exiguous to recovering merit. There is then a weight
of an assault, or both cases, to this part of the rule. It may occur the
behaviour about to be said, the has not taken up the latter
branch of this rule. I proceed it to be more, but if it is more,
in true, but has advanced some arguments to show, that a claim
made above is not void. 1 Lew. 3 W. 3. R. 35.

1st. Though he may make a claim without recovering merit to try his title.

2nd. But if this be not, strictly valid, the infant, or its guardian,
take advantage of it. But if it is not, or the infant, with a general
that whatever may be recorded merit, may be given in evidence.
An infant before cannot take advantage of his incapacity to make voids
the fee. 9 B. N. 1800. 1. Part 24. 4. No. 25.
This known absolutely that the lesion of an infant is not void, but voidable.
For the general rule is, that when the lesion is strictly valid, the fact
may take advantage of it. It is clear then an inference, that the lesion
of an infant recovering merit or not is only recoverable. 9 B. N. 975. 2. 0. 161.

As is again that a final bond, even by an infant is said, because
a de facto can never be a lesion or semblance of a lesion on
injury. 1. Part 24. 2. R. 220. 3. 100. 4. 163.

3rd. Is in my opinion, no more, no less, that this bond should be
void, than a ship's bill. I don't know that this fact is, the reason that
a final bond can never be a lesion on infants' injury is an open door to
be again. At this day a final bond would in no case under
these are so many of these contrary this reason on final bond

4th. At the same time, it is not void, or factious to a bond, even injury
in evidence, even it but must plead it specially. It is a great question
or do this. As a general rule that whatever makes an instrument void
by said may be given in evidence in the general issue. To this we

5th. But if this be not, strictly valid, the infant, or its guardian,
take advantage of it. But if it is not, or the infant, with a general
that whatever may be recorded merit, may be given in evidence.
An infant before cannot take advantage of his incapacity to make voids
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of an infant recovering merit or not is only recoverable. 9 B. N. 975. 2. 0. 161.
...
is nearly needless. The delivery to the intestate in a valley of that
act or transfer in which shall not be considered as to make
the action part a necessary. If the sale was made as to make
immediacy considered to the part as and as to the
the other hands if not subject to an entry agreement
be known, but can not obtain to the contract is
1. If of the person then without delivery is so

Then move in the sale which take effect by delivery,
important as they refer to deliver or deed. In the
is to sale, they may also subject to. There the occasion in
deeds between those which convey an interest of those which do
require a person. The persons are generally ready because
they pass by deliverance, the latter generally not because
they don't pass. They are another to repay it side effect.
According to this sale effects grants lands, any own
able to they pass by deliverance. A person of an attorney by an
agent or void something new, which is to accept any
as interest, because it don't convey an interest. It

1. H. Baw. 250.

Now, this distinction between deeds, he has no answer
must on the point, but only says the distinction will
found. 1. Baw. 82. 93.

The general rule is that those contracts of the interest
which take effect by the delivery of the deed only are
inevitable. Yet this rule is to be connected with the following
1. Whenever the debt is in such a way determinate
that the interest of the defendant can't be continued the
keeping 12 this determination, the debt to encumber it as
void the at before by deliverance. 3. Baw. 1503. 4. Baw. 897.

This is well exemplified in cases in B. B. as within in
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Rebells in the case of a mad rebbello his heirs to a hard hand, if afterwards maintain an action against it, but why whom from the general rule may properly qualify. For the privilege over rebbello others may be reasonable. In fact so we find hard hand for him it can be unreasonable.


Sect 362. An infirmiti are in several only receivable as a termi on for mort griste mill, if infirmiti.

A final hand in one term of agreement. [It is also as] 3. Sect 361. 3. Sect 361. 3. Sect 361. 3. Sect 361.

Yet has been decided that a hand by an infirmiti to admit to an arbitration is avoidable. First, said. 3. Sect 361. Sect 361.

Thus you see there are many few contracts of infirmiti that are subject only. The infirmiti of any instrument or any are of the same. It is the case of a power of attornies. It can see rebells. If a contract is sued for, because he the common sense may test advantage of it, but it is only receivable only the party for serious benefit to make so an his representation can take advantage of it. This is the characteristic difference between contracts receivable and receivable. [Redacted. 2. Sect 669. Sect 361. 3. Sect 361. Sect 361. Sect 361.

Case book 361. Mod 361.

If an infirmiti sells a horse, Robinson, it can be treasured otherwise than as a binding contract except the benefit of the infirmiti. But if he has not acknowledged the deed party Robinson may refuse to pay for it. Nevertheless, if an execution may be given or it.

Lecture 362.

I observe in the last lecture that the receivable contracts of an infirmiti cannot be taken advantage of only by the
infant or his representatives—according to this principle in a case that is in a suitable situation or at least is in need of an infant, only the latter's interest being in his hands, but the advantage of it. If his successor makes reunion and takes advantage of it, he comes into possession. They had an agreement with the tenant in that, 8 b. 42 B. 2. Part 9, 97, R. 1, Vol. 19, 3rd 18.

Thus, contracts of an infant oneself are only voidable, maybe void first when he comes of age. If this confirmation may be within itself or in any event. The former need, for instance, to determine an ex parte acknowledgment of the making some of the contract. Unilateral confirmation also needed explanation. As a bond is made by an infant below the age of dementia in peace after full age a person or someone and, of course, his own covenant to take for the whole amount which has occurred during his minority, 7 B. 1. 9, 1st 190, 2, 1st 190, 3, 1st 190.

This case of a bond is an example of a confirmation for the agreement of that any act of an infant with and clause and age coming an amount to receive his personal of infancy satisfies the contract. They he takes any disadvantage. See 90 c. 60, c. 90, 2, 2, 69, 2, 20.

But if a new contract never can be made, the renunciation of the debt of promise lies between them which are void of their available. If an infant takes a new loan of the amount above some time, not increasing the week, if an infant obtains the loan, he can never satisfy the new loan because it is void. 25.

R. 366. 1. 1. 11. 1. 4. 25. 1. 91. 2. 21. 1. 1. 11. 1. 11. 3. 55.

Thus, if the intermediation between the contracts which are void in them which are available, they come into possession of the amount in which an infant may avoid his credit.
which are voidable. If the same were not to be laid down, an infant has conveyed his estate by fine or will, he may avoid the conveyance, by a receipt of money, doing him nothing, but not after the year is determined by perfecting, their nothing on the record. 1st L. 3d. 90. 2d. L. 3d. 90. 3d. L. 32. 2d. L. 34. 3d. 2d. L. 34. 3d. L. 34.

This is the rule as to judicial conveyances, but there is a material difference between the conveyance by fine, i.e., by known act, in so an infant may avoid for reasons similar to those above discussed, but after he attains full age. 21. 2d. 90. 2d. 45. 46. 3d. 45. 46.

1st. L. 3d. 90.

But he was settled to that he could avoid till full age, because the avoidance is as much valid as the first conveyance. When he may avoid the ensuing act. It follows from the that an infant, which shall make an instrument to avoid a conveyance, a stranger cannot enter the land, as the duty of the infant, either by a deed of a transfer made by the infant, only vicar in his possession, himself, or one who is his friend, a court of record in the conveyance by statute, as a conveyance by statute, as a conveyance by statute, as a conveyance by statute, as a conveyance by statute, as a conveyance by statute.

1st. L. 3d. 90. 2d. L. 3d. 90. 3d. L. 34. 2d. L. 34. 3d. L. 34. 2d. L. 34. 3d. L. 34.

As so by Justice Buller, that the act of an infant binds him. The meaning of this is that it binds him, not at an infant.

2d. L. 3d. 90. 3d. L. 34. 4th. 3d. 90.

Conveyance to make some observations on some exceptions, on those in Dyer, and on the subject of infants contracts, so they fall under the division of this title. As it is, the infant, any conveyance made by infants, with consent of guardians, are for the most part binding on
Ity - I for this reason, because they are according to the law
many trivial contracts, which is reasons. By this engage-
mint it is meant to settle only one or both, so that
is not allowed at law if they are very little known in the
country - because the duty of the meaning goes to all the
children generally. But in digging up the time taking the will
it has become necessary for the purpose of doing justice that
the main settlement agreements should be made in order
to do justice to the younger children - i.e., that they may have
a support. The reason why three can make the main
settlement binding is because, by it, it is the guardian of
all infants in the kingdom. This is a breach of the royal
prerogative delegated to the chancellor - of course, with it,
I cannot remain in his favor in this subject, He is the
prerogative guardian of all infants. If by written of it, they
contracts were enforced in theory. 1. Cont. 92. 2. Acts. 56. 118.

Now formal contracts made by infants to be enforced in this is
not settled, there is no general rule on the subject. Therefore
it is that they shall enforce these contracts. Then before
1. Plant. 46.

1. It has been mentioned earlier, that the interest of a female
infant in a main settlement should be bound by a main set
ment agreement made by main means. 1. Acts. 62. 54.

2. It is settled that a female infant may have the right of
several by accepting under such an agreement a settle-
ment, by way of jointure. Jointure is a substitute for se-
men. It has been held that she is here by it all the
ents of several estates, which is in the 5th principle of
jointure - so by that it must cease. main estate. 1. Acts. 101.

3. It is by law that it is not settled whether a male infant
It has been held in the law that a male infant under 7½ years of age, and the daughter or daughter's branch of a female infant, are incapable of committing the act of a suicide. In re W [1874] 7 Ch. 403, it was held that a male infant under 7½ years of age, and the daughter or daughter's branch of a female infant, are incapable of committing the act of a suicide.

In re W [1874] 7 Ch. 403. The Law Commission for England and Wales has, in its Report on the Law Relating to Suicide, 1969, 12, p. 4, and in its Report on the Law Relating to Suicide, 1971, 13, p. 4, considered the question of the capacity of a male infant under 7½ years of age, and the daughter or daughter's branch of a female infant, to commit suicide. The Commission has recommended that, in the case of a male infant under 7½ years of age, and the daughter or daughter's branch of a female infant, the act of committing suicide should not be deemed to be an act of suicide.

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But the general question whether a small infant is capable of
having real estate by such a conveyance, or settlement, and
by a strict construction of the conveyance, is not
the same. If the infant is a male, or female, it
is clear, that his estate is not an estate in
conveyance, at common law, or in
conveyance, at equity.

But if the infant is a male, or female,
respective of the estate, it
is not an estate in
conveyance, at
common law, or in
conveyance, at
equity.

Another rule, in the law of equity, is,
that an infant is not,
capable of
making a will, or
settling an estate.

Thus, if an infant
resides in a
state
in
which
he
is
not
capable
of
making
a
will,
the
estate
is
not
an
estate
in
conveyance,

I have already shown, that an
infant's contract may be
satisfied after full age, by
making a contract made by any
Parent & Child.

either for an infant may be ratified by him after his
full age, if this may in certain cases be wished.

Exhibit, as by an infant undertaking to forbear to con-
tract debts, by such actsershows an intention to
receive the money. 1. Aik. 489.

whether land was had to a smaller age. The
child in 4 years, more the children were not legally
at 21. Yet they continued to take rent for a consi-
niderable time after full age. If this established the owner
thereon the ground that they received their right. 1. Aik. 489.

Lecture 12

that whenever an infant may execute. A power or
right is in any case confirmed by 1 person or another in relation
to some right or interest of him by whom the knowledge
given. It is a general rule that infants cannot execute
their power in real estate. By general consent a certain
interest power of the property is they have in possession. Pever.
1, 2, 3. Vol. 904. 3, 4, 95.

But a naik at real property, i.e., when the owner of
dies is prior to the person, may be executed by an infant
because in a similar manner, or his interest in any manner
affected, nor is there any danger of injuring any other person.
The act as a mere viene to act as a proper to sign a par-
ticular instrument on a particular occasion. 1, 2, 3.
4, 5, 6, 7, 8, 9, 10, 11. 43, 54.

But an infant cannot execute a power over his own in
heritance, to void because it may affect his interest. 1, 2, 3.
9, 305, 43, 54.

This suffices. Assuming an estate to an infant for life, say,
their power to make any estate for three. This power he cannot
execute, for he might destroy his own furniture. Auth. Suba.
He says that 90 have gone it is his opinion, that there is no
precedent in L, anu Egy that a parent can real estate can
be executed by an infant. By this nothing seems involved than that there is no violation of a general. 5 1 No.104.

Robert, 19, 2, 3.

But it runs an infant may execute a general power over real
fog, even the resoore interest ought to be affected by it, if he is old
enough to bequath it by will. The reason is if he is old enough
he is considered at such an age that he is supposed in L to have
the charge of his lord only 7.5 1 No.269. Case 150, 4.

The result of these rights is restrictive is 4th that any infant not
interested in the execution of a power, may execute it to
undertake the principal to the extent of it, knowing that the power

So he is interested he may execute a general or discontinua
my power over that extent if he is of sufficient age to bequath
it by will. Case 51.

What offices an Infant may hold.

In the L. B. that an infant may hold a ministerial office requi-
sirring only skill diligence in the execution of its duties, but
may hold no office which requires discretion such as a judicial
one. He may be a bailiff, steward or justice, but he cannot be
a judge of a seat of record or not of record Case 43, 1. Lord's Office 5
19, 5. 1 9, 1. 92, 996.

The reason why he may hold a ministerial office is not to be
that if he can't execute it having of his infamy say the office
may be considered 

The books don't tell us how the infamy is to be affected by the infant even in what time but perhaps his guardians on the chancellor may suffer
than an office is given to. 2 his heir, if he be 25 years old. This may hold the office the he can't
Parent & Child

An infant cannot be an attorn for record of conveyance. An infant may not hold and exercise his office by deputy. An infant may be, in any age, under the age of 12, the age of discretion to take the oath. For the administration of the property of the infant, the infant is held to be quasi adult. If the infant is sui juris, he is held to be capable of entering into contracts. In any event, the infant is held to be bound by the acts of his agent. The acts of an infant are void if they are illegal or immoral. The infant is held to be bound by the acts of his agent, if the agent is competent. The infant is held to be bound by the acts of his agent, if the agent is competent, and the acts are legal. The infant is held to be bound by the acts of his agent, if the agent is competent, and the acts are legal. The infant is held to be bound by the acts of his agent, if the agent is competent, and the acts are legal.
The rule is indeed founded on the idea that he who gains an estate in another, has a right to demand that estate to come back to him, unless the exception be made. The estate goes out of his hand on the condition that such thing be as he made it, but there is one exception in the case of an infant when the condition is to be performed. The failure of a penalty is to be performed, then the infant is bound by the penalty; but when something collateral is to be performed, the infant is not. If a power might be made one of terminating the infant to an indefinite extent, it consequently the power given him by it would be destroyed on at least immediately. 1 Bell. 236. 1 Bell. 237.

Ample Specimen

Ample specimen may be either created by & or in the accord of the law. Ample specimen may be such in such a case either on skill of conscience or such as are not so, i.e. on the unreasonable skill of conscience or some thing else. By ample specimen at least ample specimen is skill permitted the person to be bound infants are bound as much as at

To an ample specimen annexed to all offices that the holder shall conduct faithfully and skillfully, i.e. skillfully by &. If this infant being a steward conduct inferiously or unskill fully, he looses his office. 1 Bell. 233. 1 Bell. 233. 1 Bell. 233. &c.
but when the Stat. gives only an entry, for the other performance or breach of a condition, the infant is not bound by the condition. 1 Bl. 455 1 concerts 1. Font. 229.

As if an infant alive in notwithstanding he does not prevent his estate to an adult would; can in no way be made for this destruction. 1. P. 89. 2. Where the Stat. takes away his privilege, but where it only gives a sight of using it does not take away his privilege. It is a S. P. of 2. that the privilege of an infant shall not be taken away by a wrong utilization. 1 Bl. 456 1. concerts 230 1. Font. 82.

Section No.

as a S. P. that infants are barred by the law of ligation, uniformly by a promise. Stat. of ligation are in the nature of conditions annexed to a right, these in this case the infant is barred because there is no express condition annexed by Stat. which takes away his privilege under circumstances. For this reason the Stat. generally contains a clause in favor of infant, perhaps if the case in all the cases of ligation
that have been made. 1 B. W. 6 & 7, 4, 2 B. 6 & 2 B. 6 & 7.

Yet to a B. that if an estate or duty or trustee for an infant.

don not go upon the claim called for in some by rights

within the time prescribed by the state of limitations, having

power to do it, the infant is barred by the state the holding

timely notwithstanding. If this is the B. both in C. Leg. Thus

in this state an action on a note of hand must be brought

within 17 years after a note is given to or in trust for an infant on

the time for paying the action within 9 years, a receipt

in it is forever gone. This A. relates to the executor of trustee

who have a night to sue in their own names, not to

those cases where the action is to be brought by the executors

in their own names. Thus suppose a legacy is given to an

infant, an action to recover the same is not so in his own

name, it suits in such case cannot even be given. 3 P. 105.

How infant can to sue can be sued.

I have already hinted of the right which infant acquire by the

court, they secure by their own acts. We will now examine

the means of protecting these rights by enforcing them, etc.

1. The night to sue. An infant must always sue by his guar.


dian or procuring agent to appear by attorney. 3 B. 163, 2 B. 163,

2 B. 260.

If an infant need without guardian or procuring agent, by his

may proceed to his disability, 3 B. 260, 13 B. 135, 13 B. 135,

2 B. 145, 2 B. 145, 1 B. 931.

And any other infant without guardians or procuring agent, by his

night or next friend. But the stat 1923 which enables infants

to appear by process next friends in certain cases of necessity

from 1 B. 219, 2 B. 219, 2 B. 219, 2 B. 219, 2 B. 219.

The case where the infant may sue by procuring agent is when he

sues his guardian. 3 B. 141, 3 B. 141, 3 B. 141.

2. When the infant is in a situation, & the guardian will not appear
for herein the if the guardian provides the must be continued all as the 6. supra H. 335. 336.
3. Where he is not as the guardian's care. 2. Bacc 60. 9. De 143.
Ecc. 6. 69. 10. 2. 337. Psal. 25. 6.

In all other cases he must sue by guardian—according to such
affirmative he may sue any case sue by guardian as next friend

Since Is not that taking the gift from external hands?

If the H. A. me. W. being an infant, the need must appear by a
guardian. Both may appear by an attorney appointed by the H.

When an infant must sue by guardian, the latter is liable for all
his name; liable to give security for them. Where the suit
is by his suit friend, he is liable to an attachment on non-
payment. 2. Bacc. 68. 6. Ed. 18. 6. 326. 1026. 1. 3. 391. 4. 1118.

According to some affirming the infant is liable for costs if
not may favor us either at his election if E. 497. 2. S. N. 203.

The suit laid down in A. W. is direct to be & rise a suit
where tried that there is no cause between the guardian
Litt. 160. 3. Ed. 1. 3. E. 51. 18. 51. 18. 3. Litt. 127.

The latter seems to be the latter affirming—we can infant was
not obliged to give a pledge at all, any one may bring a suit as
his suit friend, bastard as guardian who be named treble in suits. L. 19. 14.

Bannister et al. No. 149. 129.

Ecc. 2. 163.
Parent & Child

Is theguardian an heir of an infant that inheritably present? If so, he is liable in the joint instrument by both hands. I might shew must be admitted to appear by the lit on behalf of the infant that the infant may not be injured. 1. Str 404, 109, 2. Def. Ray 332, Read 335, 3. Read 355, 4. M. 609, 5. Pet. 148.

Any party damaging a will or cause joint to an infant if a man without his consent, for his part at his own risk, i.e., he very commonly went but it may be discharged at equity by the Judge. 1. Bo 146.


An infant has an adult one enters, in an action brought by them both may appear by attorney for the suit as in earlier. After the suit may take an attorney if both suits if they are need. 3. Bac. 150, 1. Read 236, 2. Bac. 150, 3. Read 236, 4. Read 185, 5. Bac. 232, 6. Bac. 149.


The name of an infant as the M. 411. 2. Bac. 236, 1. Bac. 150, 2. Bac. 150, 3. Bac. 150, 4. Bac. 150.


Out of the infant has a guardian, the lit must appear 1. See below, until the summer is out of much of the process on the minimum in himself. 3. Bac. 150, 1. Read 424, 2. Bac. 356.

The process herein does not apply because the guardian is summoned to see guardian to wit, then to appear at lit this in the nature of lit. If an infant is sued having no guardian by attorney, the judgment is given as here it is enormous merit of,
The death of an infant is considered a misfortune. If the death occurs in the womb, it may be considered a misfortune and is not considered a sin. If the death occurs after birth, it is considered a great misfortune.

Infants in utero may inherit the estate of the mother. If the death occurs after birth and the child dies within a year, the child may inherit. If the death occurs after birth and the child dies later, the child may inherit.

Infants may take a legacy, but the law is not clear on this point. If the child dies within a year, the child may inherit. If the child dies later, the child may not inherit.
We refer a hand to a foreign country of such circumstances and supplies, a.

May God be with you and give you peace. Amen. The last day of November 1839, A.M. G. A. Montalvo.
This certainly no other proof of illegitimacy would
me more than such evidence, than that such an accused
illegitimacy in possession of this fact could be proved
that in a way, if it were impossible of acceptance.

2 R.P. 940. 1 B. 651. 2 B. 729. 2 R.P. 483.

Accordingly, no other proof of non-accusation was admissible
than that of his absence from the present tribute at the
beginning of his residence to the birth.


Now if the father have abdiliy any length of time after
such absence, the child would have been conceived, and the
father was not infanticide. If he should after an absence of
20 years, or the normal return of marriage or marriage,
the child would have been conceived. In the same
the child would have been conceived. He was not living in the
2 R. 729. 484. 2 R. 585.

As to his infanticide, however, the fact could not
be proved otherwise than by a strict proof. According
to some, the age of infanticide is 14 years, according
to others. R. 1 B. 310. 1 B. 310. 2 R. 484. 2 R. 484. 3 B. 510.

The admissibility of non-accusation is
Above all, England.
Non-accusation may be found by other evidence than that of
illegitimacy in possession of this fact. The question is left to the
view of the special circumstances of the case. If they
may be found non-accusation, he has been within the marriage
2 R. 589. 1 B. 371. 510. 2 R. 484. 3 B. 510. 3 B. 585.
Then such men to admit us either Proof of legitimacy than what amounts to a improbability. Ex. 5:33. 1:10:21.

But it has lately been settled that other evidence than that of improbability may be admitted to prove legitimacy, as that the mother who bears the child that the child bears instead of a bastard named the by the name of it, if the mother look the name of her own. Ex. 1:15:138. Ex. 4:16.

This goes to prove improbability only, the same as a man which is null of valid action. In the case of a total divorce, procuration existing before marriage which marriage under such a man, unless it is B. Ex. 39:6, 45:5, 56:10. Ex. 23:1, 1:10:31.

But the legality of a marriage, not absolutely null, can only in cases in question taking the lifetime of the parties. Ex. 1:10:40.

The issue must be bastardized after the death of either of the parties in issue, being done during such

And if the bringing of a sum of money as a reward, being assumed to be illegitimate, never in the case of a voluntary marriage, the marriage in both cases may be rebutted. 1:Pl. 13:2. 1:10:14:1. Ex. 12:1. 1:10:42. 1:Pl. 58:1. 3:10:25. 5:10:32. 1:10:28.

When the question of legitimacy is to depend, it is not admitted to prove new facts. It is proved only by others. But she is admitted to know her own issue.
Parent & Child

mony from the making of the cause. Cant. 3:1. Prov. 11.

Ezek. 5:14. Neh. 1:

professor. It is founded on decency, feeling of morality. The

vice a good mixture to prove the truth of the child's birth

in the long run to the fact of parentage. Cant. 5:14.

So in many cases in good evidence as to their parent. Cant.

5:23. 5:14.

So in many cases in good evidence as to a family birth, 

in many cases in good evidence as to the


All children born of a married so long after her death

that by the natural course of gestation they can't be their

own true bastards. 1. Bl. 486. and Jer. 34:1.

What is the common & true duration in the definition

the Born not being a certain, Cant. 5:14.

According to some, 9 months, 210 days. 1. Bl. 486. and 90

months in 210 days. Cant. 5:14. 1. Bl. 486. 1. Bl. 3:12. 60. 2l. 129.

New born must be shown to be the normal time of gestation.

only, most common. Jer. 34:1 act upon it.

If a child is born within the general time of gestation, after

the mother's death, it is human, Ac. 5:12. Cant. 5:14. 60. 2l. 129.

The births after that period is human and illegitimate. Jer. 34:12.

1. Bl. 3:14. 1. Bl. 486. 60. 2l. 129.
Parent and Child

But if born 9 months & 6 days after his death, the mother bearing a child, even 20 days after 1. Rev. 9:12, etc., Gen. 5:4, etc.

If a woman marries immediately after her husband's death, she may not bear a child that might according to the usual laws of the country belong to either father, she may not have children at all, even if it were to prevent the claim of the father. 1. 1 Pet. 3:3, etc., etc., etc., etc., etc., etc., etc., etc., etc.

But if she may not bear a child after his death in proof of her being a bastard, she shall inherit with the woman 1. 1 Pet. 3:3, etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., 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etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., etc., et
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Now to come in which the I require the servant-servant to a trusty man. 1 Pet. 2:18.

Indeed, it is to apply only to the duty of the stewardship by faith a hundred times over. The existence of court without. 1 Pet. 1:6, 17, 2:18. 3:20. 4:10. 1 Pet. 3:4, 5.

He may acquire a name by reputation in the business of trust by inheritance 1 Pet. 3:4, 5.

But he may lay the name on reputation of merit of merit. 1 Pet. 3:5, 6. 1 Pet. 4:10, 13. 2 Pet. 3:17.

Yet in court gain a name by reputation but by continuance of time. 1 Tim. 3:6, 8. 10; 2 Tim. 4:13. 10.

And the same day or night he having some little reputation in the man, he shall be taken and burned. He had not the reputation of being a son of the lord 1 Tim. 3:10, 11, 12.

But it has been so that such a limitation to the earth and to the woman, all power over all seasons and times - because beacaus of the reputation of being her own by being born of man - if there is no uncertainty over the human. 2 Pet. 3:17, 10, 18; 3:1, 2. 10. 18.

If uncertainty in the human is the one objection in this case to variation if the limitation is gained, it not limited an two unlike a controversy allowing them in no uncertain.
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as to the person under whose benevolence
the future birth of a bastard itself potential, a
human being in Debaso, the latter of whom
refers to the limitation.


Neccar have no heirs, except them of his own body—by all
other kindred in line with them—except them.
He is known
by Bk. 3. Bk. 579.

In any case, a bastard is not entitled to
the persist where the child is known. Bk. 519. Sect. 34.

An exception to the Bk. 519. Sect. 34.

If the duty of Parents, to their bastard children,
their principal duty is to maintain them, pay the
foolish, to do it. Par. 2. Bk. 357.

The relation of parent & child is not recognized to the
birth, before birth, in the same way as that
certain test in natural law, Bk. 317.

1. Bk. 557.

The state of an infant or infant depends upon the state, Bk. 14.

Of the rights of Parents to their bastard children.

1st. The duty of parents are principally, maintaining
nurturing, education. Bk. 446.

2nd. The duty of maintenance is founded on natural law,
who have given rise, ought to remove it as far as they can.
Maintenance, as in preventing maintenance, this duty is

The obligation of parents to support their children, is absolute.
Parent & Child

Unconditional. Infants or judgments of minors, under their
parents. 1 Bk. 449, 2 Bk. 32. 2 Bk. 387. 1 Bk. 1609. 3 Bk. 321. 2 Bk. 423.

The duty is imposed on them by stat. 1 Bk. 388.

An obligation in case the statute, as well to guard parents
as to prevent them, does not cease with the infancy of the
duty to the parent of persons who are not inhabitant
or unable to support themselves (two words of underlining
and an insertion) shall be supported by their parents.

But parents are not bound to support their adult child.

A duty to a grandchild, 1 Bk. 449, 2 Bk. 170.

An obligation on persons, under the duty to support them.

The statute makes it obligatory on the statute.

The obligation is only necessary, unless he is in the last in-
stance. Grandparents are not liable to support him. Grandchildren are not liable if children
are able. The duty to a man is not liable to support his children
by a former woman, upon living together. No question of
be made in to the latter, liability at the time of marriage. 4 Bk. 1197.

Stat. 49. It is extends only to natural relations, since 1903.

But it is not the time. It is liable if, in the absence of
ability of the latter, then the statute comes into existence.

If the minor child of the son of the minor, he is not li-

1 Bk. 449.
Parent & Child

Clearly a man is not bound here on entering to support his wife.

Psalm 190. 2. Psal. 950.

Duty is only due to the husband of it was at the time of marriage. To be not bound to support his wife after a divorce

Psalm 190. 2. Psal. 950.

The duty however to support children does not disable any to dismember them. 1. Psal. 143. 440.

As to the mode of enforcing this duty in Tyre. 1. Psal. 143. 440.

The duty of providing children, proceeds on natural law as with the rest, imposed by municipal law. 1. Psal. 143. 440.

So a man may justify in defense of the child in law, the reason of the law, as the law is the guilt of maintaining care in general. 1. Psal. 143. 440.

He may not any of the more serious wrongs that he is a child, as far as may be to those who may be in it, to retain them. 1. Psal. 143. 440.

To some of his children. 1. Psal. 143. 440.

3. Parent are bound by natural law to do all their children.

1. Psal. 143. 440.

Thus is no previous act to enjoin the duty, and that their children may be bound with as effectually as its

the sin of the fore. As justice parents are bound under a penalty to send children always to be educated in

the proper religion. 1. Psal. 143. 440.

The duties of children to parents consists in their obligation to obey the subject to their dashing. In the way to support

them when they are or to live. 1. Psal. 143. 440.

Lect. 10

The parent has a right to be found on his duty to con

met his child or a reasonable reason. 1. Psal. 143. 440.
By the Roman law the parent had power over the child. But now if the parent exceeds the bounds of moderation, any influence by reason or the child may cause an action for procuration. But the remedy must be extraordinary or exiguum, or a slight damage. If it is, or a new matter, it is a question whether the injury is such as must be proved in order to the remedy. If it is, the remedy must be in a court of record. It rests therefore on the power of res judicata to submit the parent.

Haw. 72, 5. 1 Bl. 412.

This action of wrong to the wrong is also allowed by the English law, and it is without such action, the wrong is

harmful. 1 Bl. 492.

By what the wrong is good, but the harm which results from it is due to a fault.

3d. The parent has no power even to an infant child, but the

minor, unless it is in the course of a course or a breach of trust. If it is, the wrong may be in an action, unless the child attains the age of majority, in which case it may be in an action. An action is entitled to set the party to acquire on the same, the party, or by its decree — any right to demand 1 Bl. 492, 599.

1st. The parent is entitled to whatever the child acquires by

service. 1 Bl. 599.

Hence the parent is entitled to an action for the goods of the

minor if it is an infant child or otherwise injured, and to a

new suit for the benefit of his service. So for bringing back the goods. 1 Bl. 492.

2d. The infant if he has been injured is entitled to damages for

immediate final injury done. 1 Bl. 599, 646.

If the parent has rendered any service in amount of the injury done to the child, he may recover that also in an action for

so-called as a ground of damages. 1 Bl. 599, 642, 599.
So an action lies for a parent to sue a married daughter for the

To (as it were) the gift of the action. It certainly was the original promise, the promise of the action if the child or in no action would lie. De Ray 1873, 3 Mar. 1874, 1 N.S. 373, 2 N.S. 769, 770, 2 N.S. 198, 1 N.S. 888.

The evidence received by the parent during her infancy may

Ward v. 9th Circuit support an action? 12th Circuit.

in that case, the daughter was beyond her infancy, and may

stated that if the child was obliged to support her she was

aged 21. 11th Circuit.

But the law of surety is not the same on principle even

The real case is the impression of danger occasioned
to the public. 12th Circuit, 1st Section.

1. The least evidence of danger is sufficient to maintain the action

in not considering that the damage is to be computed both to the

law of surety. 12th Circuit, 1st Section.

2. If this be the child is in a precarious state to support

the parent, N.W.N. prospect as the daughter of a widowman.

3. The damages of the daughter are sure in a great number.

the quantum of damages. Hence her inability with other

men goes in mitigation of damage.

4. Cities of this kind have failed notwithstanding a large

evidence—such were cases—had seen no indication as in time of

even this state. On account the father has sown and the

ship being a married woman to visit the daughter. 12th Circuit, 11th Section.

But still on her being tender in the infancy of the husband

unlike the daughter was in some way been forced to remain a S. of the parent. 12th Circuit, 9th Circuit, 2 N.S. 164, 1 N.S. 475, 2 N.S. 769, 772, 2 N.S. 398.
Parent & Child.

It has lately been held by courts that it is not ungrounded that the acts of the parents are not a sufficient ground for the termination of the parental rights of a child. The law, however, is not to be so modified that the rights of parents are to be injuriously encroached upon. If an action is brought to prevent the adoption of a child by an adoptive parent, a person in the family, 9. 1899.

If an action is brought to prevent the adoption of a child by an adoptive parent, a person in the family, 9. 1899.

The action in error is reversed and remanded. 9. 1899.

In all these actions the daughter herself is a good duty for the child, as it is not intended in the act 8. 1899.

Another suit was brought in error to establish an action on the case. 8. 1899. 9. 1899.

But when the act was illegal the suit for harm is not. The suit for harm is not.

Perry v. Lumber Co. 1899.

Here the suit is in error. The suit is for harm. The suit for harm is not.

But if the latter action is brought to enter the home of the child in error, it is true that it must be proved as a justification. 8. 1899.

There must be an action for taking away the property, but without a showing of injury or any other special injustice. 8. 1899.
Parent & Child

Parent has an interest in the child to provide for its education. 1st. 120. 2nd. 170. 3rd. 326. 4th. 137. 5th. 1880.

The estate of the father was when the son is 21 years of age. The matter as such has no remedy. When the contract turns against the son, this is against. 1st. 4th. 9.7.

How far the Parent made liable for the acts of the child. 1st. 9.7. 2nd. 4. 3rd. 4. 4th. 4. 5th. 4. 6th. 1. 7th. 1. 8th. 1. 9th. 1.

These liable for their contracts in no other way than would be for the contracts of the child, except in case of contracts for necessities.

Mrs. Martin v. Parent.
guardian I third

Of the different kinds of guardian: one might divide them into three; namely, a guardian in loco parentis, during the child's minority, and under a guardian in loco parentis, the child is under a guardian in loco parentis, minority, until he is of age to make a will. 1 Bl. 560.

In the second case, the case where the parent's estate is removed from the guardian, the child under a guardian in loco parentis is an estate before the death of the parent or during the parent's lifetime. It continued until the child was of age. The child was of age from the moment of his 16th birthday, if he was a male.

The next section of the document mentions the assumption of the father's name as confirmed to the son. 2 Co. 2. s. 299 A. 2. 229 A. 511 A. 488. 831.

But the father or mother or any ancestor may be guardian, by nature as a guardian, the father or mother or any ancestor may be guardian, by the nature of the guardianship, or all other next the son or daughter. Viz., a grandson, if a son of a grandson, if a son of a grandson or a sister. If the son has the same name as the son's father, the son's father may also be a guardian, and as a guardian, guardian in loco parentis, to the benefit of his son, or to the benefit of his daughter. 3 Co. 2. 299 A. 511 A. 488. 831.

It includes only to the bane of the guardian of the ancestor's children. But whether in the case of the daughter, the guardian of the ancestor's children or the guardian of the son or daughter. It is not clear, 9 Co. 2. 299 A. 511 A. 488. 831.

In this case, the father may be the guardian of the ancestor's children by appointing a testamentary guardian.
Guardian & Ward

A guardian is the substitute for the father in being and managing the minor.

3. Guardianship. The sphere of things proven to exist, place only within the parent's estate, and a child under 14 years of age has until the minor reaches 14 years of age. See 3d 89 B.5. 461 2. 6th 89 88.

It belongs to the court of the infant's kindness to restrain the estate and devise property that there may be above of minors. 1a 89 461 2.

Among claims in possession is to be made, determinate (unlawful) 1. 89 461 2. where kindness is in equal degree, priority of kindred determining each that among brother's property (the half blood) sufficient, the court is supreme, here may live as successor the minor, 6th 89. 88.

The minor may have the heir's estate till he is 14, i.e., the lands, mainfared by testament in his own name. 4a 89 461 2. 89 461 2. 6th 89.

This right is not disposable like that of chivalry, it is for the benefit of the infant. 89 461 2. 6th 89. 88. 89. 88. 89.

At 14 the ward may enter upon the bond. Occupying the land, the guardian is accountable for the benefit, he is also allowed by reasonable expenses at 14, the infant may choose a guardian at 14. 89 461 2.

1. 89 461 2. 88 88. 4 89.

As may be determined by the appointment of a testamentary guardian. 89 89 89.

4. For necessities. This right takes place only where there is no other guardian. It extends to children who are not heirs of parent, to whom it has only. It terminates at 14. 1a 89 461 2. 89 89 89.

9. 89 461 2. 89 89 89. 89. 89 89. 89.

An immovable only by a father or mother be 1a 89. 89.

Can it ever take place to an heir's appraiser? It never suit. For if there is a possession, he is the natural guardian in the case till 21. If there is no father or mother the ordinary of heirs 1 who is a distant relation to take care of the
final part of his words for the present. 1 Bk. 1661.

After 14, then living no guardian, or chancery or squaire, who is
bound to the younger children appointed by the testator to
make the 17.

1. By stat. 12. c. 3. a father whether of age himself or not,
may by will so appoint, that he. 2. statutes appoint, a guardian,
and to all of his children who are under age, or
more to direct so more. The guardian thus appointed to the
more of all the estate it may continue till 25 or terminate
before that time be. 1 Bk. 1662. 1 Bk. 1663. 2 Bk. 1664. 

guard. by stat. 2 Bk. 1668. 3. Bk. 1669. 
4. As to guardians by customary c. 2 Bk. 1669.
5. Guardians not enumerated by the afo. c. 4 Bk. 1670.

By election of the infant — the only taking place when there
is none appointed by law by the father. This kind is of later
appearance but it has since been more since the restoration
1660. Yet since before — election is so frequently to have been
made before a judge on the circuit, as Bk. 1671.

There is no provision for this in Eng. D. D. 1672. 3 Bk. 1673.

1st. named his guardian by deed, a thing the laws never
1st. 1 Bk. 1674.

2d. The age for choosing is no to be 14, yet the 2d. about that the
dead may be. 1 Bk. 1675. 2 Bk. 1676.

3d. To be before the restoration, the decision of choosing
guardians was almost exclusively confined to infants under 14.

The & D. During a guardian after that age was the Bk. 1677.

2d. By appointment of the lot of slipper — this has now no effect
of necessity date. Bk. 1678.

As lot of slipper have named the person without opposition
1676. and, however never exercised their power when
Parent & child

The infant is provided with a guardian or an other may be
over him, to use his power as commonly for this purpose.


They may occur without a testament; ignorant 2. Baco 679.

So it is may appear a temporary guard. [2. Baco 679]

4. By appointment of the executor or by the will of the testator, it descends the

right of appointment for the final estate. &c. 2. Baco 679. 2. Baco 679.

Right as to the heir is reserved. 2. Baco 679.

Batey, he is to the final estate. 2. Baco 679, to the extent of the 2. Baco 679.

4. A guardian ad litem is a special guardian appointed for a

particular act, when an infant or a deaf or dumb person.

The right of appointment is reserved 2. Baco 679.


This being the act of an infant or a deaf or dumb person.

The guardian of an infant is not of his own right.


Guardian & Ward

Now indeed the state of a boy's is the same as the guardian of the same case, he takes care of the boy. So, let us go.

Lecture 60

Ownership of things is no longer in question, in chivalry, in wages, by tenure, by custom, in appointment by the court, in customary use. Authority no longer in question as the natural guardian, but the appointment by the court.

Guardianship I think can be viewed from the point of view of the natural guardian to all his children. The mother is as much to blame as the law is apparent. This guardianship of the father continues till they are 21 years, as well to their children to their persons. In both the last of the guardian is the same, that a boy of the law in Eng. A guardian appointed to an infant under age for choosing, continues till he is 21 years, the infant's chivalry, another to the acceptance of the boy. So, let us go.

The last of the state is required to take security for all the guardian appointed by the law, the guardianship of the duties, to oblige them to account to the boy in any way when he attains full age, or remain if the law can compel it to account to the ward, and to a minor, till called on by the guardian, to account.

In Eng all guardians can except in chivalry, compelled to account for the wards' duty in their hands. So, let us go.

The ward's security in Eng is by a bill in chivalry, by the court, or custom, now extremely unwarranted — the action of account, at, at 21, or compelling a return under oath, the production of papers. 1 Bl. 529. 1 Bos. 247. 2 Bean. 231. 60. Lect. 59.

In most cases in Eng for liberty to compel the guardian to account annually, 1 Bl. 529. 1 Bos. 463.

In both the security is the act of account at 21, the tenant.
Guardian & Ward.

In case of misconduct in Paying the Guardian they will displace their care if there is reasonable ground to apprehend it, then the lit may order him to account for the money and displace him. The chancellor in all such cases acts according to the case of care. 2 Barn. 281. 2 R. 357. 2 M. 177.

In case of misconduct in Paying the Guardian they will displace their care if there is reasonable ground to apprehend it, then the lit may order him to account for the money and displace him. The chancellor in all such cases acts according to the case of care. 2 Barn. 281. 2 R. 357. 2 M. 177.

No guardian, except county can bound at their own exhaus to maintain their wards but may apply the ward's estate; but a feoffor such guardian is entitled to support the ward of a client. 1 Bro. 197. 308. 3 B. 235. 1 Lea. 339.

If not the present may their apply the ward's estate to a ward of a client. 2 Bill. 268. 1 R. 160. 2 Init. 268.

An widow having married again is not bound to support her children by a former wife, she may then apply the estate otherwise the ward's estate is used for virtually bound with their support. 1 Bro. 268. 1 R. 160. 2 Init. 268.

It has been the custom in some cases that any other than the necessary an ordinary expenses in maintaining a child, the ward may apply the ward's estate to the object in any the ward's estate if the ward's estate is applied for the ward's estate to the ward's estate to a ward's estate. 2 Init. 268. 2 R. 160. 1 Lea. 237.

This is now done by the guardians in 3 Act. 399. 2 Barn. 237.

Banksbury 176.
Guardian & Ward.

Dear Muster east every case of this kind stand and in every case the chancellor says having seen an act at his own
permission. The chancellor says having seen an act at his own
permission. 14th. 169.

The law wherein the intentions of an infant quality are to be
known by a bill of underwriting the guardian is unwillingly
done to make the account of this act. The reasoning will
induce a penalty. Yet the subject here in hand is a thing if
pointed is authorized by the 20th. 169. 20th. 169.

By 16th the guardian of an infant quality tenant as a tenant
man is understood by the 20th point of to make a point of

In Eng. the guardian an infant quality tenant as a tenant
man is understood by the 20th point of to make a point of

If the word unto an infant quality with the word except
a little man therefore in this, the word unto the word has the
point of it. 20th. 169. 20th. 169. 20th. 169.

The word is considering in the word as a tenant for the word
yet a stronger tenant, unless the infant quality to make
the word of the word it is authorized by the 20th point of 169.

If a man receive the fruits of an infant quality during
summer and afterwards for several years he shall account
for the whole. 20th. 169.

Guardian must allow interest on the infant quality within
their hands and if they show that interest cannot be obtained
for it. 20th. 169.

In the duty of guardian having good part of the infant to
day and day charged on the infant quite out of the first
next out of these cases. 20th. 169. 20th. 169.

If the second estate is in a mortgaged guardian ought
Guardians and Ward.

To apply the profits of the estate to the wants of the ward. 1. No. 229.

The guardian has no power to vest the ward's money into land. 1. No. 229.

And if he does it, taking a deed of the same, the money, which he
sends from them, is not to bring the money to the land. The
guardian must deliver the land to the court, but shall,
not make the money from the land, unless the land is for the
ward's use. 1. No. 109. 143. 2. No. 231.

In general, the guardian is not entitled to the second
money. 1. No. 629.

Means of Wards.

The chancellor may exercise an estate over the
ward, without the consent of the ward. 1. No. 629.

No. if the ward does not consent, to an estate over
the estate over the ward, the chancellor will probate it. 1. No. 629.

So if the ward is only an affiant, that the chancellor
will probate it. 1. No. 629.

If the ward is only an affiant, the chancellor will probate it. 1. No. 629.

In the estate over the ward, the chancellor exercise
an estate over the ward. 1. No. 629.

According to the rule of law, the ward's money must be
vested in the ward. 1. No. 629.
Settlement of Infants.

Settlement is acquired by birth. The place where a child is first known to be is prima facie his settlement, i.e., his domicile till another can be shown. 1 Bl. 962, 9th 433, 1st 364, 5th 546, 1st 567.

This is generally the place of birth and settlement in England. In all cases, if neither father nor mother has a settlement, the child is settled in the place where he is born. 1 Bl. 962, 9th 433, 1st 567.

But in the case of a baby under one year of age, the presumption is that the child was born. The presumption is in certain cases in England, as to illegitimate children. 1 Bl. 963.

Settlement may be acquired by parentage. The place of the father or supporting parent's settlement is the place of the child's settlement. 1 Bl. 963, 5th 52, 1st 57, 6th 37, 8th 178, 5th 367.

The R. Boden in England as to all legitimate children only. 1 Bl. 962.

An illegitimate child is settled in the place of his mother.

An un(extant) child is the same as the first sentence as their parents — so it follows them during their minority. The last place of the parent's settlement before the child attains age is the place of his child's settlement. After the death of the father, the settlement of the child is the place that of the mother. 1 Bl. 963, 5th 52, 1st 57, 6th 37, 8th 178, 5th 367.

But if the mother remarries a new domicile is his settlement. The child's settlement does not follow to the new place but continues in the town where the mother was settled there. If these are under 7 years, they may go with their mother (still the town of her former settlement is the place of their settlement). 1 Bl. 963, 5th 52, 1st 57, 6th 37, 8th 178, 5th 367.

By the acquisition of a new settlement, the old is lost. Venus and Amary. 1 Bl. 963, 5th 52, 1st 370.
This document holds absolutely true when the 1st term is gained by the loss of forty, but when the settlement was a donation.

1. D. 224. 3. 77. 117.

An infant may in some cases gain a settlement of his own.

Establish his division and is lost. E. G. An infant apprentice in Qns. 1. 266. 2. 246. 9. 78. 3. 162.

This gaining a new settlement would an emancipation in a

b. 266 

day of his father. After a child, emancipation after

has, in E. 266 to understand, or belonging to him in the

character of a child, as a living under the care or government

his father, he cannot take the benefit of a new settlement

gained by him once this he continues, to him as will.

q. 1. 266. 3. 78. 1. 296. 5. 8. 263. 6. 70. 479. 1. 78. 183.

Or Sec. 279. 276. 38. 386.


2. 266.

By marriage. D. 3. 266.

4. By gaining a settlement of his own.

5. By contracting in reduction which is inconsistent with his remaining on the household estate in his father's house.

6. By emancipating with the necessary under the care of government of his parent. E.g. emancipating the annuity.

B. 1. 266. 3. 78. 1. 266. 5. 8. 263. 6. 70. 479. 1. 78. 183.

Achieving full age is not an emancipation if he continues

a resident of his father's family. Ignoffo v. Needes 2 d. 8.

6. A. 252. 2. 276.

But suppose he boards as a guest with his father?

A. 7. 25. 2. 276.

As to settlement acquired by marriage. Upon the marriage of the

settlement is communicated to the W. B. 263. 6. 263.
If there a woman settles on a man who has no settlement, she is to look for her own settlement. 

And it has been said that if a woman has no settlement at the time of her master's death, she is entitled to continue in that settlement, but must at his death. 

But it now seems established that if the husband has no settlement, and remains within the master's estate, on his demise, that no settlement remains with her, and the master's estate is continued. Indeed, the law holds that if the husband has no settlement, he is not entitled to it, and in that case his children by the master are entitled to his master's settlement. 

corporations.
Real land is that estate which is permanent & immovable, & which descends to the heir & only which would otherwise be called real, is by becoming the greatest of descent made real, as it then can with more reason.

Real land is divided into corporeal & incorporeal by determinants. The former consists of lands only. Lands taken in the large sense, for the term land, equal by includes land only, generally so called. All that belongs to it, or is contained within it or upon it, as houses, fences, timber, minerals, &c. all of which pass under the possession of land. Determinants also pass under a possession of the land upon which they grow, so when the death of the owner there are conveyed as part fully to the estate not to the heir.

Incorporeal instruments, our rights, not yieldable or tangible, generally issuing out of the lands, are right of way, but sometimes, however issuing out of dething personal.

There are different kinds of estates which may be had in lands. In which are recognized by the law, which have different qualities annexed to them, different incidents arising out of them. No other than one of these estates thus recognized, can by any words or device be created, & to that estate no other than these recognized qualities or incidents can be annexed.
Estate in Fee Simple

Then estates are the following to wit:

I. Fee Simple

II. Fee Demise.

III. Estate for Life.

IV. An Estate for years.

V. An Estate a Will under which falls what is usually called an Estate at Difference.

The three first of these estates are freeholds, the two first are freeholds of inheritance, which on the death of the tenant descends to the heir. The third is called a freehold not of inheritance, which on the death of the life rent, goes to him in remainder or remainder. The fourth kind is First if there join on the death of the tenant it goes to his issue. The fifth from its circumstances, if uncertainty can strictly be called an estate. These two latter are common distinguished from freeholds estate, one called estates of the freeholds.

We will now proceed according to this division, and consider these estates in their order.

Fee Simple Estate.

The term free simple is now applied to allodial property, it originating in the feudal system, and denoted formerly the highest estate that could be held by a feudatory in a fief — but was applicable to no estate but what was heir of a superior liege in junior. But a tenant in fee simple does not now in fact hold of a superior, but his estate is allodial as it always has been in the U.S. the owner himself being lord paramount.
A free simple could formerly be created only by using the word 

above is written a little too fast and not very clearly.

A free simple could formerly be created only by using the word "free". But this was not so in what resulted. This word, when used in it, legal sense is no description of the tenure, but of the quantity of the estate about to be conveyed. It was formerly necessary to use the term of free

duly forever - this has now disappeared with.

If the estate is limited to any particular heirs of the grantee, it is not a free simple. Thus, to a widow of the heir of this body - this is a free tail.

But on attempt to limit a free simple contrary to the one of free, consequently the estate conveyed will be an unlimited free simple.

In a letter, that the intimation of donee, grantee or tenant, shall be in the construction of conveyance, the "the" holds most strictly in conveyance for in the construction of them, the intimation of the tenant is the sole view - which if not contrary to the Act of 2 must be limited, even the the

tenors and to intone or intimation are not way moved by the "the" for the叙述部分 of the Act relate only to the intimation, if not to the tenors and to intone it. Hence a free simple, by will, shall pass by the words "I give all my estate in fee simple" or by any other words indicating of an intestate to pass in fee simple.
Estate in Fee Simple

If an estate is granted to a man for life, and after his death to his heir, and the heir should not take an estate in fee simple, because the word "heir" may mean heir of person but of the quantity of estate granted.

For the same reason, when an estate is granted to a man for life, and after his death to the heirs of his body, the grantee shall take an estate in fee simple, but if you collect from the instrument of conveyance, in it said, or from an intention that the grantee or devisee should hold an estate for life, and the remainder shall go to his heir, whether they be two questions, whether the intention shall not be presumed, and when a new settlement is required in either to a man for life, and after his death to his heir, the estate of the heir will constitute a settlement for life upon the heir, I unreserved to his eldest child in fee simple, to whom the estate is a man for his life, and after his death to his heir, the estate of the heir will constitute a settlement for life upon the heir, I unreserved to his eldest child in fee simple, to whom the estate is a man for his life, and after his death to his heir, the estate of the heir will constitute an execution to him during his life, in respect to his children. The laws being well understood, no estate is not easiness to convey a fee simple to, from, or joint tenancy to another. To whom the son unappropriated the father, if the father conveyed the estate back again to the son by the mother. "I unappropriated my father as fully as he unappropriated me," too, held to be a fee simple.
A fee tail is a definite estate of inheritance; but the estate descends to some particular heir or heirs, joint or sole, by the donor. It is not to be held general as is the case in a fee simple.

A fee tail may be created either by deed or by the conveyance made by the donor, to a man and the heirs of his body, being both words of inheritance. With out these words, a fee tail can't be created by deed — but in a deed, any words, indication of an intention to create a fee tail are sufficient.

Estates tailed are founded on the statute de clauso or at law, upon the fee conditional, originating in the ancient feudal system of the English nobility; for the purpose of perpetuating estates in their families. These estates, like the fee tail of feudal times, were limited to a man and the heirs of his body, or to some particular heir of his body as male or female. The judge in the construction of these estates considered the intention of the donor, and held that they were estates given to the donor, to return to the donor, upon the non-performance of certain conditions annexed, or that the donee should have heirs of his body. If that then the estate should absolutely revert in the donor. This construction the nobility could not brook as it prevented a perpetuity. They therefore in the reign of Edward I. introduced the feoffment of the fee tail or the statute de clauso, which required that the reversion of the donor should pass to some heir of the body, or that at all events, it shall go to the issue of them the any, if not it shall revert to the donor.

A tenant in tail after possibility of issue extinct,
Sec 116

The tenant is not liable for rent but in all other respects he is on the same footing as a tenant for life.

Under this statute held that an estate is a mere life in the heirs of his body, was not a feu conditional, but a feu tail. But notwithstanding this a feu tail may be turned into a feu tailble by a process of leasing it by the lessee, for the purpose of avoiding the ill effects of entailments.

It is unnecessary that out the death of the grantor his immediate heir should be in fee, but it is sufficient that there be any remainder of those heirs being deceased.

A tenant in tail can alieve nothing more of his estate than his own interest, if he can dispose of nothing by will.

A piece subject to a feu tail is a feu tail, & the tenant may convey wanting

All the estates that have been mentioned may be held by one or more tenants—when held by more than one, they may either joint tenants, separate men, or tenants in common.

Whenever an estate is conveyed to two or more for ever, to a joint tenancy unless the intention is otherwise particularly expressed.

Joint tenancy is created by the act of the parties.

An estate in remainder by the operation of t
Alienation

The reason why a grant of "all one's land" conveys only an estate for the life of the grantee, whereas a grant "of all one's money or goods" conveys the whole interest in them, is that formerly, in order to vest there a life estate, it was necessary to declare the intention by appropriate words. The words "all my estate" in a will vest a fee simple if the testator had a fee simple.

After it was established that estate might be conveyed for a longer term than one's life, yet the feudatory could not for a longer term alienate lands that he held in fee simple, but on his death it descended to his heir. At length however it became the practice for the feudatory to alienate by deed the title to his own heirs. The practice was sanctioned by the state qua empirees—finally by a state estate linked in the reign of the 8th teen fired, thus an ant. in fee simple of his fee.

When alienation by deed was established two also
Alienation

...that no freehold estate could be made to
commence in futuro - because being of recent
necessity, it became the end of consequences; formerly
consisted of hand. I have thought of reducing to
any cited occurrence in futuro, which would be
depended upon the memory of man.

But this may be re-interpreted with the care of
will & want by way of remandis: a freehold may
be made to commence in futuro.

In how this may be accomplished.

Real estats can be acquired, either by Purchase or
 devisement.

Purchase comprehends every method of acqui-
sation but that of descent. An estate by purchase
is always acquired by the act of the parti-er.

Real estats can be acquired, either by Purchase or
 devisement.

Life estats, tho' contrary to their nature to de-
scent, are real parti-er & freehold. They are also created
by operation of law, or by the act of the parti-er. If
by the operation of law, they are called legal - if by
the act of the parti-er, especially by deed or grant,
they are called conventional.

It is unnecessary in the creation of a life estat by
the parti-er, to mention that it is for the life of any
one, or even that it is limited for a life estate
for any estate conveyed to one without mention of
enabling words, will be a life estate if the grantor


had capacity to convey. Any estate which is con-
veyed to one who has no certain or determinate end,
& which by possibility may last for life, is an
estate for life – An estate granted during inde-
finite.

The term heirs is not requisite to convey a
free in N.S. 1670 & 1671.

Down.

This is an estate for life created by operation of la-
W is that interest to which the W on the death of
the W is entitled; i.e. estates of inheritance reverts
free reversion or fee tail.

In Eng. this one third of all the estate of inheritance
of which the W during any time of the coexistence
was vested – which vested may be either in deed or
in life for the W being unable to compel the W to
have actual vesting. He is allowed down, if he can
conclusively vest.

The W would be neither actually nor conclusively
vested, if a stranger man in property under an ad
minister title, N in such case the W would be entitled
to no down.

In Eng a W may have his down by joining with
his W in a conveyance by a joint but without
his consent the W cannot have his either by deed or
will; & the W is entitled to his down in prefer-
ence to others.

In a joint tenancy, the W can have no down the
pur devisor having proceeded his right.
Dower

In bay the it can be endowed of no estate but such as her children if any she had, might have inherited. So Sitt. 90.

How Dower may be Shared.

If a jointure is settled upon a woman after marriage, she may at her W's death, at his election, receive that part down—by the heir, he her ninety days to cut off down—so he may in that time she is entitled to the merit of dower.

By the English Act, if a woman is divorced, she may sue in chancery for such dower as is granted only for prescriptive cause.

By now, the it gains a freehold estate in the freehold of his W. For he has a usufructuary right therein, which continues as long as he is his W, and which will be for his life, but it comes within the definition of a life estate.

But the dominion of the it extends only to the use of the estate, he has no power over the inheritance for an ordinary to the use he can
curtesy

A man on the death of his tenant by the curtesy, for the term of his natural life, of all his estate in fee simple and for tail, of which she in his own right was at any time during coutrasance actually seized, 1/1 of which at child he had born alive, might have been her. 20 H. 24.

This estate is of antiquity ancient and has been adopted in most of the United States.

By the custom of gentilkind, the 1/1 is tenant by the curtesy, whether he has had a child born alive or not to be. 20 H. 24.

It has been questioned whether if the 1/1 died from his 1/1 he made another woman, he would not be bound of his curtesy? But the decided that he would not. 20 H. 26.
If one leases an estate to another generally without any restriction, he carries an estate for the life of the lessee, if he has sufficient estate to carry one.

When one leases an estate for life it shall be conditioned for the life of the lessee; if the lessee could carry out on one, but when the lessee for whose life the grantor shall be expired, it shall be an estate for his life.

When an estate is granted to be held during the life of a stranger, if the lessee has an estate six, he has the estate for six, the lessor cannot hold it for his death; his lease cannot take it, for it cannot exceed his grantee's estate; and if the lessor's estate be six, the lessee cannot take it, for he is not entitled to it.

This remnant of an estate was often at first to the first occupant, until these estates that the lessee might devise it like other foil parties.

Incidents of an estate for life.

A lessee for life is in no way liable for waste, whether committed by himself or a stranger.

If he attempts to carry a greater estate than he has taken, he forfeits his estate.

A lessee for life is entitled to lay waste, find lots, through waste, & hire waste.
An estate for years timber long its time is a year below a freehold; it being such a chattel interest as on his death goes to his estate. It created by a coat of the life with the life, that he shall enjoy the use of the estate for a certain term, in consideration that he pays the after an annual surrender, which is called rent for this is the usual consideration.

No technical words are necessary to create their tale the situation given 2. Mose. 259. 4. Lie. 421. Hares. 366. 1. G. 173. 2. G. 69. 659.

In unnecessary at b. 3 that a lease for year is in writing, but not the seal of frank or papine. In writing at their time issues which are used for more than three years are allowed to be made by verbal.

But this as to proving an estate a parcel man is void, under such an issue, no writing, V sirhacum must be punctured. The lease bearing also in consideration under such a lease will be sufficient to the circumstances, therefore will have per se any I neglect to mention & carry them off.

A lease for years must have a certain beginning, V a certain period beyond which it cannot live the period, it may terminate, thus that period.

It unnecessary at b. 2 that an estate for year should continue in fraction it may commence in future, it will being a freehold.
Estate at Will.

A question whether the estate would not be void from the uncertainty of its beginning? As when time to commence on the first of January without naming the year. A.B. this will sufficiently contain, that the period of such other continuance was intended. 1 Noy. 1670.

An estate to run for years, or from year to year 

A lease of land from its settling, but at the time only gives a right of entry. A week till the entry, the rent for a better is the land, but the time of the lessor made it run, that he who has a right to the rent has also a right to possess therefrom a lease renew vacante we perpetuo, before writ

The incident to an estate for years is, that, as those to an estate for life, since there can the tenant remain thereon as long as the reversion is vacant, it must be for an injury to the reversion, or if there can reversion was none thereon.

That estate, which is called an estate at will is in reality no estate at all; it cannot exist. It cannot go to the estate, it does last for life, in fact to no more than a licence of the landlord, that the life at will may enter upon the land.
Estate at will.

Where a tenant has entered under such a lease the land may remain in possession, under lease off, if the tenant continues to become a tenant or if the land, without remedy is by an action of trespass, the

or may bring ejectment, he must and know

Not only the landlord, or in the tenant off the

any part of the right within, will balance in a

in an out of remainder over the land, until

adorns the estate.

Still, however, any right obtained by the lease under such a lease, to build or improve, will be preserved to him. If he has room the land be still as free

same manner, I rejoice to cut down and carry away

the wood. If the house of all these enclosures, as in the lease, I can execute the lease to any one who requires them.

In the lease or any diminution the estate is above doing it, or by any act inconsistent with good

in accordance or by the commission of an act which is a tenant for life as years, is as much

amount to work, for it will be a trespass.

When the lease determines the estate, he loses his

right to enclosure.

If the lease remains upon the land, it has been
determined that he shall pay the rent agreed on

the land; whereas of the lease is void, no agreement to pay an entire price ought also to be void. In a

quantum sum will only hold. I believe it probable that the tenant need not the ground, that

the price agreed was the best part of the question.
Estate at Sufferance.

This has all the qualities of incidents of an estate at will disappearing from it only in its owner—still commencing when some other estate as for life has determined, the tenant holds over in such a manner, as that we may simply the effect of the landlord himself on his acceptance of rent.

This estate is said to suffer by star from an estate at will— for now the landlord cannot determine it, without some clause to that purpose.

Entitlemenent.

When an estate is claimed the tenant does not take the entitlement— they go the estate—so on the death of the tenant in that they go the estate.

The man who owns a crop is entitled to sell it either by himself or his representatives if he could not prove that his estate would determine in a few months— also if in default determine it by his own act.
Emblems

The land it originally holds whether be in view for life, for years, it will or by reversion.

The restriction of the estate is the thing that regulates its use, Long: some, yet none: for they have extended the freedom, for they have determined that when an estate is given for a life, or view, the devisee shall have a free reversion.

A lease for years must be in writing; it need not be legible.
Conditional Estates

An estate upon condition is one depending upon some uncertain event, by which it may either be created or altered after it is created, or defeated after it is vested. 1 Vent. 1. B. 1592.

Conditional estates are of two kinds—first, estates upon condition precedent; and second, estates upon condition subsequent.

An estate upon condition precedent is one which is created by legal operation. And under the second division of estates upon condition subsequent, falls estates holden in fee

An estate upon condition subsequent is one in which the condition is postponed from the nature of the estate, thus to a condition tacitly annexed to every estate, that the owner shall do or not incompatible with the estate. How a tenant for life cannot grant a greater estate out of his estate, than one for life—hence it is said above in fee he would do an act incompatible with the nature and terms of his estate; consequently the condition subsequent would prevent it having any effect. 2 Vent. 1. B. 1593.

An estate upon condition subsequent is one upon which, there is annexed an express condition qualification by which the estate is to be enlarged, altered, or diminished.

Express conditions are either precedent or subsequent. A condition precedent is one that must happen or be performed, before the estate can vest or be enlarged. I suppose subsequent is one by which an estate already vested
Conditional Estate

There is also a material distinction to be observed between an express condition & a qualification which is a new limitation - the words "so long as" & the words "provided" are used of limitation. The words "so long as" when followed by the words "that" amount to a condition frequently in reality. Thus if an estate is granted to A so long as he shall lie in the town of B, it is a limitation & not a condition. So too if it is granted to him while he continues tenant of the house of A at B; & until he remains from the service of D he is not a condition. But see 3 Bl. 10, 66, 41, 157, 42, 2 Bl. 158.

On the other hand if an estate is given to one for 10 years, provided he shall continue to live in B, this is a condition not a limitation.

This is apparently a distinction without a difference - but it will be observed of the qualification annexed to the estate as a limitation, the estate on the contrary happens immediately in case of default without any act of him in expectancy. But if an estate is granted with a qualification which is in reality a condition, it may continue beyond the contingency, until the grantor or his assignee will take advantage of it, by some act on their part, amounting to a termination. See 3 Bl. 10, 3 Bl. 158, 3 Ill. 31.

When strict words of condition are used, if there is a limitation over to a third person - the qualification is then called a limitation & not a condition. As if you will a sum of money, & if he pays a sum of money, for more 1 year, he shall, it over - this shall be considered as a limitation otherwise.
no advantage could be taken of the non-payment
for more than the lease himself could have endured for
a breach of the condition. 2 Bl. 183. 1 Bl. 289. Vind. 8. 205.

Since formerly very much doubted whether a condi-
tion in a lease, that the lessee for years shall not offer
in hudson upon him - but its now settled that he is bound
by it. 2 Bl. 183. 1 Bl. 289. Vind. 8. 205. 8 Bl. 37. 2 Do. 148.

Yet it still remains a doubt whether under those cir-
stances the lessee extric is bound by this condition
nor he takes the term for the very purpose of converting
it into a gift. But it is not notwithstanding settled that
he is bound by it also - as he can take the rent by profit.
apply them to the necessary purposes. 2. Bl. 205.

An attempt to assign by deed in this case which is
also void for want of some essential requisite occasion-
no perjury - for the deed by the assumption is void.
of course is no assignment. 2. Bl. 205. 61.

So also a provision that if the lessee becomes bankrupt
the lessee may rely on in like manner good-will as the
assignment of the bankrupt - if it seems to be the
latter I better opinion that a provision, that the term
shall not be taken on execution, but in such cases shall
be determined in good. 6. Bl. 683. 3 Do. 61. 2 Do. 193.

If an express condition subsequent is impossible at the con-
tinuance of it, the estate is absolute in the tenant - for all im-
possible conditions are void. So also if an express condition
subsequent becomes void by the act of God, or the tenant.
The estate rests absolutely without the performance of
the condition.
Conditional Estate

As also of the subsequent condition in re, the 2, the condition being void the estate absolutely vests for the grantee to grant an estate vested in him, which shall not be defeated afterwards by a condition, impossible, illegal or repugnant. 1 Inst. 247, 1 Com. 261, 2, 3. 3d 157.

But if a condition precedent is unlawful or impossible the condition being void the estate vests for the estate vest not till be performed. 1 Inst. 246, 2, 3d 157.

As a Q that the performance of the condition of a condition, or other event, may be found by estoppel. 2 Inst. 10, 1d 158.

Estates haden in pledge fall under the division of estates defeasible upon a condition subsequent. 2 Inst. 252, 1 Inst. 266. 2d 154.

They are of two kinds. 1. Invenor medium or living pledge—this is an estate granted upon condition that it shall be held no longer than until the event or purpose shall have inched the debt, hence the pledge is a living one unless it survive of revests to the grantor. This estate is now little in use having given place to the usufructuer medium. 2. Debt pledge, according to the modern technical term a Mortgage—this is that estate that is most peculiar to the treatise of.
Mortgages

A mortgage is an estate granted by a mortgagor to a debtor or assigns, conditioned that the debtor, if by a certain day to pay the debt, may redeem it within the legal time, or that in the event the debt shall not be paid, to convey the same to the mortgagee. If the debt is payable on demand, the mortgage becomes absolute, and the mortgagee may enter and take possession of the property in case of non-payment. If the debt is payable at a certain time, the mortgage may be redeemed by the mortgagor within the legal time, or if redeemed after the time has expired, the mortgagee may execute the mortgage, as when the land is now possessed by the mortgagee.

The grantor is here called the mortgagor, and the grantee, the mortgagee.

There is certainly security for a mortgage in two kinds, viz., when the mortgage is of two kinds, viz., when the mortgage is of two kinds to be

The deed and living and the possession only is a mortgage.

It must be upon the performance of the condition for the mortgage to recover, but this is unnecessary to the vesting of the estate; for without it, the mortgagee may maintain an action of ejectment on the mortgage. But as a mortgagee is merely a safer of

The legal title is appurtenant, in the mortgagor; if the

On the support of his claim, the mortgagee must

A mortgage is called a dead pledge as distinguished from a living pledge, because if the mortgagor fails to perform the condition, the mortgage becomes absolute, and the mortgagor may enter and take possession of the property in case of non-payment.
A mortgage is an estate pledged by a debtor to secure the entire demand of the lien mortgagee, for which this thing held in pledge is the land. And as is commonly supposed, the instrument by which the land is held.

The condition to a mortgage deed is called the defeasance, if it may be rather incorporated with the deed or annexed to it as a distinct instrument, counting upon the deed, & referring to it. [Ref. 4:51]

The latter as between the parties carries precisely the same force from as if annexed to or incorporated in to the mortgage instrument, for being executed at one & the same time, as in fact but one description. But as it is often strong in it may be different, for one not assuming if the mortgagee may purchase of the mortgaged, who gives the debt of apparently sufficient security to defeat the mortgagee of his lien.

There is a distinction to be taken at this, between a grant made to secure a mere gift or quitclaim, vs. grant to secure an outstanding debt. In the latter can seldom be the case because the mortgagee liens, but not the debt for this reason unsatisfactory. But in the former case the legal title is not, only vested in the mortgagee for the time, but the duty which was imposed incumbent upon him, in the like manner discharged.

The mortgagee is entitled to receive, so that the estate became absolute in the mortgagee, as in such case it did, his money, without notice to renew or renew by which inconvenience it became necessary to give a long time for years by way of mortgage with condition that it should be paid an indenture of the mortgage money & the amounts in due to the day & for his continued to mortgage in perpetuity for the same neglect that the mortgagees have no power: & 4th Rev. 19. b. 311. b. 191. 2. 131. 13.

If a deed, in pursuance by the mortgagee, condition, for the performance of the condition of the mortgage deed new payments amount to a breach of the condition of the deed & then mark a perfection. 4th Rev. 19b. b. 311. b. 191. 2. 131. 13.

The mortgagor, if the deficiency amount to the deed was not merely suspended, the estate vested absolutely in the mortgagor. But in being contrary to手里, this and has not found, after the performance of said terms and the mortgagee is owner of the land. & the debt, as the principal & the mortgage as the accident — if 2. b. on the other hand, the mortgagee as owner of the land. & the debt as the principal & the mortgage as the accident — if this is the subject the tenor of title is direct opposition to each other — but in the times of James the five hundred years there were in favour of this, so that even if the debt is paid the as after the estate had at become absolute in the mortgagee, it will revert in the mortgagees & the same at that. until which time the mortgage is the common. 4th Rev. 19. b. 311. b. 191. 2. 131. 13.

This equitable right to redeem after the day of payment in full, is called, the mortgagee, after the
Mortgages.

Assumption — or a right of redemption in a 6. of 9th.

— the in common practice we call this right to redeem, both before and after the day of payment, an 9th of redemption — but in strictness this equitable right does not occur until after the day of payment — for antecedent to this, the right to redeem is a legal right & may be enforced at i. jn. c. 146.

All redemption is actually made by the mortgagees, interest continues from the 9th, & he is entitled to the rent, & profit — for which however he is liable to account. 1. Mod. 146.

If a makes a family settlement, & afterwards, mortgagor the estate, the settlement is not regarded any more than is absolutely necessary to the mortgagee.

— if the person whose whom the settlement is made may redeem — for the mortgagee is only looking to having the land restored to his possession — & if a of land is restored by it i. j. 9th. & of mortgagee the land to b — to a consideration plus the mortgage. If the devisee may redeem a suit on equitable tenure would completely prevent the devisee or grantor. 1 & 22. 3. 232. 233. Po. 7. 968.

Cor. 1. 615. 616. 1. 10 1. 798.

But if land is devised by a to b & the owner afterward mortgagor the same land to the new owner this is a total revocation of the devisee. for he has the legal estate created by the mortgagee. the equitable one arising from the devisee. they are incomparable. see what Zach Ph. & cant, both from or the same time as the same person. Po. 1. 18. 18. 42.

Cor. 1. 11. 12.

9. 15. 69. 69. 8. 8. 6. 69.

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Mortgages

By the Interest of the Mortgages

As soon as the estate is created by the delivery of the mortgage deeds, the legal title immediately vests in the mortgagee, and he may enter immediately. 2 P. C. 117.

There is often no agreement that the mortgage shall remain in possession until the day of payment. Within this there is the case where it must pay rent for years to the mortgagee—see 3 G. & G. 110.

But under there is no such agreement. If the mortgage is left in possession, he is not a tenant from year to year to the mortgagee, but quasi a tenant at will to the mortgagee. And the mortgagee has the reversion. If the mortgagee has a chattel mortgage on the premises in lieu of rent, as it seems in his favor, it is a mortgage—an act to his advantage, but as to his quantity of interest, he has the right to the reversion. 3 Kent 513; 2 F. & F. 267.

Doug 119, 270.

Before the ct. of D. assigned the estate or redemption, the mortgagee was in a ct. of L. or tenant as a tenant at will, not in equity as the owner of the land.

The mortgagee may bring his action of ejectment on the mortgagee without previous notice, and may evict the tenant at will. If the mortgagee be in force, does not pay rent, his act is not entitled to the accommodations of ejectment. Doug 24, 140; 1st Ed. 206; Prent. 437.

A common tenant at will could have another tenant under him—but the mortgagee may, who the mortgagee has power to defeat the lease. If he may either direct the under tenant as his own tenant,
as on the tenant of the mortgagee - or he may at his election treat him as a wrong doer. Doug. 606. 2 Lord 68. 960. 7 East. 447.

The under tenant has no greater right in the mortgagee than was conveyed by the mortgagee - but if the mortgagee secures him as his own tenant, he may demand all the rent - and so on - the he can demand that which has already been paid to the mortgagee. Doug. 266. 1 Mer. 606.

The mortgagee who paid an equivalent by the mortgagee cannot entail a till in a stranger - but he is entitled to all the rent from the time he is in title - 1 Ch. 266. 7. 46. 54. 44. 6. 56. 57.

The base of the mortgagee is paid in himself, & all other persons except the mortgagee. If thereafter the mortgagee has made a lease, he stands tenant in possession. If the lease should run in ejectment, he cannot say that the legal title is in the mortgagee - or he is entitled from doing this. 1 Ch. 266. 7. 46. 54. 44. 6. 56. 57.

The mortgagee or his lessee may have an action in any court of law, in trespass, while they are in possession, & the latter may wind up land out of the hands of the mortgagee.

The mortgagee is denied all equity for many numerous suits to be the real owner. If the right of the mortgagee is that of a mere charter witness - if the mortgagor be his the real till, the purchase money in the mortgagee - then the latter has
A mortgage is an estate pledged for the security of a debt. It subsists in the person of the surety or of the trustee intended to secure a debt, if not in possession of the estate it is a mortgage. In many cases the loan of money is the consideration for the loan of money, or the present or future payment of a debt, in which case a mortgage is a mortgage in equity.

It is a marrow of the law that which is is once a mortgage is always a mortgage. By this it meant that at once between the parties, at the time of making the mortgage, to discharge the debt of money how ever more. This is the mortgage or that the same man claims the right of redemption after the same day is past, or that the mortgage shall become a real estate a certain day, or that it shall become a real estate the payment of an additional sum, or in all these cases the court is vested. See 3801

The court is founded on the protection of the debtor in order that he may be shielded from the effects of the mortgage—The mortgagee is generally in receipt of rents and interest. It is immaterial whether this court is contained in the same instrument with the mortgage or in one that is distinct.

But on an agreement subsequent to the making of the mortgage, that the mortgagee shall have the right of redemption of the estate of redemption, in good and bad faith, for time or convenience, can be taken of the situation of the mortgagor. So if the mortgagor makes a release to the mortgagee after the taking of the mortgage, with a condition to restore the estate upon a particular condition, the mortgagee cannot be compelled to
Mortgages

There is another exception to the F.D. if see a mortgage, always a mortgage. In the case of a family settlement, where a benefit is conferred upon the mortgagee, the agreement that the estate of the land shall remain only during the life of the mortgagee, will stand. If his heir will have no estate of redemption. Dunt. 364. 1. Mon. 199. 264. 237.

2. B. No. 60. 695.

Under certain circumstances, an absolute debt may be treated as indentured as a mortgage. Thus if it was executed by the parties as security for the debt, it can be established in the form of the factors, the proof of which there can be no danger of perjury, as a mortgage. This principle is incontestable; many acts may be considered as the traces of no direct decision on the point. Ct. 6e. 576.

e. 60.9. Wode. 599. 2. Ath. 11. Pow. M. 60.

The payment of the money due to the mortgagee may be proved by their own. For on the mortgagee, who is compelled to give a receipt in writing, the debtor could not be able to prove payment. So also would be of no avail to him. Bannad. 90.

Cow. M. 67.

So also if the mortgagee has paid the debt it may be proved by their own. But proof cannot be adduced as to an agreement between the mortgagee, to change the land otherwise than it would otherwise be affected by the operation of the statute. Dunt. 951.

Cow. M. 69.
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But the mortgagor is only rendered entitled to the legal rent, still in favour of the mortgagor, an instruction, will issue to stay the commutation of rent, or otherwise be might with injustice diminish the value of the pledge. 3 St. 4.

The Interest of the Mortgagor.

The interest of the mortgagor in the thing pledged is usually considered with reference to its several distinct kinds.

1st. As to his interest before perfection. The interest continues precisely as it was at the time of being taken up as an attachment; it is either a legal title to the estate defeasible by the performance of the condition. If the mortgagor may take in immediate profits, which is inferred from the rents being given, the extent of ejectment. 13th R. 216. G. 270. 279. 275.

And hence to that you conclude or think that the mortgagor can make running this fraud as in the mortgage is not, this is not quite true, in accordance or at least the utmost "valid" is conventionally used. But if it
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And as it is undeniable it follows, that the mortgagee may receive the rent of the mortgaged term both before and after perfection, because the rent is payable to him subsisting the legal title. But the mortgagee cannot compel the mortgagor's lessee, to pay rent which he had already paid to the mortgagee. Doug. 166. Pau. 166.

A term for years in the hands of the lessee may be mortgage for all that remains of the term. And when this is done the mortgagee is considered as an assignee of the term. But if the mortgage is not for the whole residue of the term, he will be considered as one under lease of the mortgagee. And he will not be liable as assignee upon the resi- dents which run with the land, unless he takes actual possession in which case he is liable as any assignee, for he enjoys the rents. 3 Pau. 223. 974. Doug. 93.

443. note.

As to the interest after perfection. The mortgage after perfection has a вечь chatel interest
still — a mere right to hold the fruit of another for the security of his debt. And if the mortgagor should have brought his action of ejectment, no recoverable forfeiture for this doss tithe, the quantum of interest. Doug. 610. 673. 640. Doug. 118. 172.
Hence even on a forfeiture, the mortgagee's interest would not be secured by any of the land.

2. Nisi Prius, 4 Deo, 23.

So too upon the mortgagor's death, his reversion goes to his heirs by his will, or to his issue by his will, unless frustrated in a chattel mortgagé, the debt being the same as cited, the mortgage the accident. 1 Torr, 143. 2 Bow. N. B. 112.

It has been decided that the assignee of the debt by the mortgagor, carries with it the mortgage, and thus the bare is no mention of the mortgage deed. 10 Car. 83. 1 Bow. 338. Bow. M. 387. 452.

The mortgagee before foreclosure cannot do away with the same without a decree of court. And to make a bare of the land for years to an under tenant, or to the mortgagor's assignee, shall be no bar to the tenant's right of redemption. 1 Syd., 20, 510. Bow. M. 63.

As the mortgagee before foreclosure has but a chattel mortgage, he shall not be allowed to commit waste. Yet if he does, he is liable on his part to the mortgagor's right to stop the mortgagee's inheritance. 2 Nisi Prius, 592. 9 Atk. 722.

But if the value of the thing pledged is insufficient for the security of the debt, it cannot not be arrested from the commission of waste—but in order to this he must be a mortgagee in fact, not for a term—nor before the mortgagee himself had not this right. If otherwise, the mortgagee could not perform it. Bow. M. 95.

In all cases, whether the mortgagee does commit
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...he shall account to the mortgagor for the value of what he has taken. If this shall be applied to the debt, the principal interest. So too he is allowed all expenses for repairs. Another act done for the betterment of the estate, the expenses can be added to the debt & interest. 3. Alth. 929.

1. Will. 34. 2. Nov. 35. 4. Ath. 513.

If a mortgage is made of an estate to which the mortgagor had at the time no title, he afterwards acquired one, the mortgagor will still have the benefit of the lease. 2. Nov. 1. 5. Ath. 760.

The mortgagor when in fess is not bound to expend money except for repairs or repairs—this he is bound to do—so he is otherwise in equity guilty of waste. But if he has actually expended money in defense of the mortgagor's title, he may add it to his principal if it will carry interest in the mortgage. 3. Ath. 513.

The mortgagee takes the estate subject to the same incidents to which it was subject at the hands of the mortgagor. If the mortgagor is fess and commits any act of perfidious in favor of the remainder man or generous, the mortgagor's lien must go with the mortgagor title. 3. Ath. 546. 4. Ath. 99. 102.

2. P.M. 146. 5. Ath. 591. 592.
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The interest is frequently called a trust, if it is in his hands, for a particular purpose, unless it remains until some other. 2. Mc. 9:20, 9:26, 7:30, 6:16.

The mortgagee or any one having an interest in or lien may redeem within a reasonable time, thus if A makes a voluntary grant to B of mortgage to C, A & B have both their right of redemption. 1. Mc. 11:26, 11:27, 11:19.

If the mortgagor becomes a bankrupt, his assignee may redeem; for all his estate is by the act of bankruptcy transferred to his assignee. 1. Mc. 11:26.

If a mortgagor makes a bare trust for mere security — or the mortgagor sells his estate of realization, the purchaser may redeem, if the right of the former is gone. 1. Mc. 11:26. Doug. 22. 2. Mc. 11:62, 11:63.

After the death of the mortgagor the bare has a right to redeem; for the right of realization has become his indenit. If bare it is to be observed that an equitable realization is opened by the name of descendant or one legal estate. 2. Mc. 11:26. Doug. 107.

And on the bare may indemnify to the same factor, the factitious heir, or third. 2. Mc. 11:26. Doug. 107.

And the heirs may indemnify to the same factor, the factitious heir, or third. 2. Mc. 11:26. Doug. 107.

A judge will may at B to redeem for a judge is an immunity given to all the real parts of the trust. But this is not so by our. B a judge does not have so prudently. A of trust can be utmost indemnity than a minister or trust. 4. Mc. 11:20, 11:26, 11:40, 11:109, 11:97.

So in law a judge will as such indemnity, still if he
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Here, the execution where the land, if has it set off to him, he may thus redeem. For in such case he has acquired all the title possessed by the mortgagor. If it is him also the proceeding to bring an attachment or execution upon an estate of redemption.

In any where the commencement of tenor or process proceeds the offending estate to the owner, the owner may redeem. 1 Co. 2. 22.

The widow of the mortgagor if she has a jointure in the land may redeem. If the jointure was settled after marriage, she is not bound by it may redeem. A jointure has only a life estate. If the joint wife has it in reversion she can redeem the estate in her as a jointure, as by leasing a part, the redemption shall pay one third of the debt. If, however, she pays the whole her representatives may hold the land, unless the heir, after her time, disavows her as a jointure. If, however the other hand she has not joined in reversion the estate, the heir must redeem. The whole was placed by him. 1 Co. 120. 102. 93, 191, 193.

When the mortgagor or lienor entitled to redeem as a minor, his guardian has a right to redeem. It is his duty to do it if he be the owner. Co. 124.

The 1st of the mortgagor in being turned by the custody has a right to redeem, he having a life estate. But on the other hand, the mortgagor's 1st has no right to redeem as landlord by the custody in possession. This is manifestly a distinction without a difference, and in most nominally, complained of. In business, the widow is entitled to deem the act, 1st, sale of redemption.
In order to settle the legal transfer of an estate of reversion, there must have been a clear transfer of the estate, or a series which is equivalent in duty to an actual transfer of the legal estate. Hence, if our paper is an equitable estate to benefit to the real estate, then the use of the written conveyance is sufficient to vest a new estate, for an estate in the actual possession of the tenant, the burden is on the conveyor to show that the latter has no equitable arrearage of payments. Sec. 235, 327, Pow. M. 113, Nov.

Further, a subsequent vendor becomes a vendor under the first, and a third vendor under the second, but, of this arising, the doctrine of laches, of which more afterwards.

If a subsequent mortgagee, before, as under the mortgagee, his heir, or devisee, may dispute the validity of the title, for the ultimate right of redemption, and, in the meantime, the mortgagee, despite the lien has been foreclosed, it is another.

If a vendor or a quit claim of his whole equitable right has been obtained from the mortgagee by fraud, he may recover without reliance, Sec. 65, 1291.

But in case of forfeiture to the crown, by the conveyance of tenancy or fee simple by the subsequent mortgagee, the mortgagee does lose his lien, for the mortgagee only holds his title in trust. Pow. M. 113.

As the fee is founded on remaining in the mortgagee, there may be different quantities of interest.
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made in different times, in the city of London, on an estate of reversion in reversion to A for life, if then to B in fee, or to A for years with remainder to B in fee, if C wish to redeem. A must buy or lend if B wish to redeem, for he establishes that a life estate is worth one third of the fee, it soon becomes once hundred to be worth two fifths, but this is not so. 1 Philk. 62. 64. 12 Cl. 191. Arem. M. 10.

A remainder man can force the tenant for life by a bill in chancery called quiet tenure, to keep the remainder in the land is charged by 1 Philk. 120. 69 Arem. 22. Arem. M. 412.

If the tenant for life of the estate of reversion takes off the mortgage, he has the lease assigned over in trust for himself, and makes improvements; if he dies afterwards, the remainder man or remainder comes to redeem, his improvements shall have two thirds of the allowance for the lending improvements, but nothing for the other third, because he received the benefit thereof during his life. The tenant shall be allowed during the life of the tenant for life for the money paid for he is bound to keep down the remainder during his estate. 1 Philk. 121. 64. Arem. M. 121. 434.

After the death of the tenant for life, redemption not being made before, the improvements, or improvements by thirds of the remainder, allows no more for the enjoyment of the estate, than it was actually worth. Thus, if the fee was worth $9000 when at any time for life, X, a remainder man, wish anew during the life of A, if at any time were made he must pay $1000, thus being considered the value of
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The life estate which is one third of the present interest in the land last one year or one month, the whole estate would not then have worth more or less.

Not in such case the landlord for life had intended to part $3000, and in one year, the remainder may not only pay two thirds, but the whole value, deducing that which the remainder for one year would actually worth, for the remainder is settled.

2 Nov. 40.

The copy of redemption is more costly at $2 in a mortgage in fee. The mortgage in fee.

But an estate of redemption is afforded in every which will order a sale of the estate. If such, he may sell his estate, by power of redemption to refund.

2 Nov. 40. 2674. 2. Reg. 281.

Out of the fund thus created, there is no priority of expenses, and all are paid herein. In the case of redemption in a field at $2. It treated as other affairs.

2 Nov.

In being the mortgagee receives redemption upon a mortgage for years is legal affairs, but this is not an estate of redemption, and therefore the purchase his how of the estate is as usual. And judgment may be recommission when before the estate has vested. But the execution of the 1st cannot be taken until. Until the execution of the estate is vested, the mortgagee. This judgment is called quasi accident. It is slurred until the judgment, which the judge cannot execute. Heron, 642. 1. Reg. 835. 2. Fim. 61.

An estate of redemption is desirable. I like every other estate may be agreed for the payment of debt. When it is agreed for this sum from the debtors can paid some began. For the estate is apsects in charge not at 1. 2. 364. 54.
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It was formerly held by the courts as a rule of indemnity, in the case of debts, that in the event of default, or in the application of the estate to the payment of debts, generally, if there were more than one debt, or if there were more than one creditor, the estate was to be divided among the creditors in proportion to their respective claims. If, however, the estate was not to be divided, the creditors were to be paid according to their respective claims. In the latter case, the estate of redemption, in the hands of the estate, was considered as legal property, and was to be paid to the creditors in proportion to their claims.

It was once held by the courts that, if land was devised for the payment of debts, the former shall have no preference over the latter. But, under certain circumstances, a debt by court is without precedent in the cases, see (11) 126, ibid. 1, Nov. 13, 69.

An incumbrance or second mortgage will have the debt out of the estate of redemption in preference to the other estates, and an incumbrance on the real estate, for the payment of debts, shall have no preference over the estate. But, in certain cases, a debt by court is without precedent in the cases, see (11) 126, ibid. 1, Nov. 13, 69.
It was formerly doubted whether there could be a
substitution of an heir of redemption. This seems to
have been done where one child by one U. of the
other, as for example, if it happened that the birth
of one son is not preceded by the death of the father,
the eldest son is actually made of the only, hence the
half blood, it was held, could not inherit. If under
these circumstances the eldest brother has a sister
she will take to the exclusion of the brothers of the
half blood. 1480. 60. 6. 219. Prov. 194.

In a case that no fiction shall be allowed to intervene
unless he has what is called by law the legal estate.
By this is meant that no fiction is in law allowed to
intervene, unless he has a title to the estate, the title
may be genuine having a claim upon those who
have the legal estate—hence, sons of the mortgagor
cannot redeem. So also when a claim under a deed
from the mortgagor in his own name is brought to
redemption, if the mortgagor showed a deed of transfer
to the heirs special, the chancellor would not allow
him to redeem, for he had not the title; the
heirs would not allow him to redeem. 219. 60. 6. 219.

But if he, who has the title, refuses to redeem any
other person must do it—otherwise not. Thus when
the mortgagor became a bankrupt, no majority of the
creditors presenting the opinion from redeeming, the other
creditors opposed to it were allowed to redeem.

But also, if, by the mortgagor, his own title is renounced,
his estate cannot be set up in any other way—but if he is willing to redeem, they cannot redeem. 219. 60.
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The equity of redemption being a security of the d. of
charge that it will make it subservient, likewise, to
redeemed, to its own, i.e., upon the principle that
he who seeks equity must first do equity. If in pursuance
of this maxim a d. of equity will devise a redemption
in favor of the mortgagee, or those claiming under
him, absolutely or conditionally, as justice requires, then
217, 220, 226, 228, 229, 230, 231.

And when the mortgagee has previously attempted to
avoid the mortgage deed at 1. 4, then appeals for a
redemption to a d. of equity, they would not upon
the same principle allowing to redeem until he
had previously paid all the costs of a suit at 5.
217, 220, 226.

And the mortgagee can never compel the mortgagee
to redeem before the day of payment. But in case of
a bargain that

he may
at his own request be permitted by equity to redeem
before day of payment. Then, unless our mortgagee a
debt which, increasing in value, would pay the debt
there before the day of payment, they have upon a bill
filed for that purpose, armed the mortgagee to redeem.
222, 189, 394.

So also upon the principle that he who seeks equity must
first do equity, a d. of equity, will have no compulsion
in the matter of the mortgagee, his text, 226, 227, 228, 229.

And if a man makes two mortgages, of different debt
to the same person to make two distinct loans, if one of the
security is insufficient, while the other is insufficient, equity
will not let the mortgagee redeem one without
redeeming the other, for this would operate inequitably.
of one makes two mortgage. If one, his heir claiming both in default, is induced to defect the one, and upon application to redeem the other, he shall not be allowed to do it unless he redeem both, even the both of the security are sufficient, but if he design to purchase it is otherwise for this be held as a stranger to his ancestor's title. 12 Co. 595. 1 D. & How. 93. 1 D. & How. 93.

A purchaser under the mortgage will hold the land as the mortgagee, & his heirs, for the sum actually due to the mortgagee, the he purchased at a discount. Pitt. 155. 1 D. & How. 465.

But no subsequent incumbrances or entries shall hold itself so for a much only as the same. The reasoning is well put of this, & is very well founded. 1st. if to no that a subsequent incumbrance has as high an equity as a purchaser, 2nd. by taking the balance given from the former to it makes both even. But if, as says, he don't consider the entry of the latter to be of as high an that of the purchaser. 1 D. & How. 465.

So if there are several incumbrances, the title of the mortgagee, purchaser in the first mortgage, & consequently to the estate, shall the shall not stand in the way of the subsequent incumbrances, for more than he gave for it. this goes up to the ground that the title rests on the incumbrance. 1 D. & How. 476. 1 D. & How. 476. 11 Ch. 114. 11 Ch. 114. Pitt. 155.

So a 4. B. that if the heir of the mortgagee or his tenants or agent, purchasers in any of the incumbrances,
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At a discount, they shall hold as the subsequent circumstances, for as much only as they gave. 2 Nils 33 & 52.

But to do that if a stranger, or the mortgagor has an absolute purchaser in the legal estate, to proceed in the same manner as their own, this purchaser shall hold till he is paid his circumstances, even the they should have purchased the legal title at a discount, for the same manner, that when the debt is equal, the legal title shall proceed. Conv. 43; & Conv. 59.

If the mortgagor is indebted to the mortgagee other wise than upon the mortgage, he shall not redeem upon a bail finer for that reason only; he pays that debt, but if the mortgagor brings a bill to found the mortgage, he shall compel him to pay the debt first secured by the mortgage. 43; 2; & 3; & 623.

And on the mortgagor cannot redeem, unless he pays the debt that is not secured or, as well as that which is so also, cut his own, the standing in the mortgagor's place. 43; 5; 7; 15; 42; & 22.

But this is not the 3 where the mortgagor is entitled for a purchase, yes if it were so it would make the part of the preceding revenue, which is not in the form of a debt of thing. If in the other case the only revenue in which they effect their object is by requiring them to be returned in half the sum, wherein only they are compliant with the terms which they require them to.

Upon the same principle, it is that if a term for a year is mortgaged, if the mortgagor dies, the rent or
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In his will filed to swear, shall say as small the bond
not recoverable the mortgagee to the
mortgagor, by the mortgage, as the debt that ran.
And if one seizes upon the bond to pay the
debt that in no wise, of which the debt, as if it
is certified for the time when secured by the
sale in his hands, as objects for the payment of
debt. 3 Ch. 131. 2, 3, 137. 2, 49. 2, 140.

But if there be personal circumstances as an to
late, the grantee seizes upon his other debt than
then secured by the mortgage; such unsecured debt,
shall be substituted to all the circumstances. 2, 104.
1, 142. 4. Smith. 340. 1, 440. 3, 146. 556.

On the other hand, since the debt 5, 5, 11, 11 in was
secured by the seizure of an copy of a description
and adverse claim, he may, as well, no debt which
was secured by the mortgage as that which is; for
he is a mere volunteer. It ought not to be placed in a
better condition than he, wherein: 1, 104. 6, 143.
2, 107.

And the same as much as have been laid down by
the mortgagor, ended to his affidavite, if he shall
allow to have his unsecured demand when the
mortgagor paid, before the latter shall receive such a
copy is as great as that of the mortgagor himself
2, 107. 5, 136.

And in all these cases due to the mortgagor, it
makes no difference whether this contract be before
or after the execution of the mortgage. 2, 48. 149.

In cases of this kind, where there is a debt secured by
load, by there is an application by the mortgagor as the
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representation in return, by omitting, generally the debt and interest, the receiver of the money shall not be entitled to the same by the power of the bond, which is only warranted by the

But in all these cases, if the mortgagee to whom the bond debt is due, shall make a judgment or third person, by reducing the debt, the person so dismissed, shall be subject to paying the mortgage, only.

The forfeiture of the copy of execution for a valuable consideration may nevertheless be made without paying the bond,

A. In the name of, to the mortgagees aforesaid.

The mode of recovering from all time this the mortgagee claiming against the bond and in good only in the mortgagee & his assigns.

There has been a great deal of controversy in the law, with respect to how to have the real or limitation

The person to whom the mortgage is not limited to the right to redeem, because this person is deemed to be as good as the mortgagee, but still the English chancery

12th, 13th, 14th, 15th, 16th, 17th, 18th, 19th, 20th, 21st, 22nd, 23rd, 24th, 25th, 26th, 27th, 28th, 29th, 30th, 31st, 32nd, 33rd, 34th, 35th, 36th, 37th, 38th, 39th, 40th, 41st, 42nd, 43rd, 44th, 45th, 46th, 47th, 48th, 49th, 50th, 51st, 52nd, 53rd, 54th, 55th, 56th, 57th, 58th, 59th, 60th, 61st, 62nd, 63rd, 64th, 65th, 66th, 67th, 68th, 69th, 70th, 71st, 72nd, 73rd, 74th, 75th, 76th, 77th, 78th, 79th, 80th, 81st, 82nd, 83rd, 84th, 85th, 86th, 87th, 88th, 89th, 90th, 91st, 92nd, 93rd, 94th, 95th, 96th, 97th, 98th, 99th, 100th.
By a priori face bar in seizure that after such a part by the mortgagee, there is a presumption arising that
the mortgagor has abandoned his right of recovery
but this presumption may be rebutted by proof
of such circumstances as reasonably account for the
mortgagee's delay, concurring with the idea that he has
not abandoned his right. If these facts are such as can
be found in the necessary case of the state of limina
tion, then the mortgagor's delinquency during the
term, or being an urgent, grave cause, undue, or
imminent or upon the view—no all which causes the
presumption will be removed, if the mortgagor may
under the 20 years have clapped since the mortga
g for went into possess—And this presumption may
be removed in other ways. As by recognizing the
value of mortgage or mortgagee, by the terms
within 20 years, which may have been done by
taking interest on the original debt, 120. 2. 333
12. 1st. 2. 57. 1. 10. 13. 194. 2. Act. 371. 9. 11. 2. 3. 17. 6. 7. 114. 0. 16.

And if the mortgagor is not consequently frustrated
from recovering, still 20 years from the term of re
demption, 2o also of the reason of his real redemption
was any necessity, he has after the removal of it
10 years in case it is not in the country, to claim the
right before he is barred, 9. 341. 2. 10. 239. Sect.

But unless there has been any fraud practiced of
the mortgagee to deprive him of his right of pre
demption, or by making the mortgage an absolute
said, without a deficiency, no length of time will
be a bar for a 2d. c. as small in 2. a 70 that no
length of time shall bar a person. Thus unless A
for a small sum of money mortgagee lends to B, to
secure the mortgagee, it was exprest that the
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In every mortgage by the owner of the land, the term of time must be specified, and if the same is not specified, it shall be implied that the mortgagee shall be entitled to the possession of the land after the death of the mortgagor, subject to the payment of the debt and interest. If the mortgage is not paid within the time specified, the mortgagee shall have the right to sell the land and apply the proceeds to the satisfaction of the debt. If the debt is not paid within the time specified, the mortgagee shall have the right to sell the land and apply the proceeds to the satisfaction of the debt. If the debt is not paid within the time specified, the mortgagee shall have the right to sell the land and apply the proceeds to the satisfaction of the debt.

After the state of limitations is once attacked, it may be affirmed, by the party A, that the state of limitations, if the sum of money has been paid, by the party B, and the note of hand is still in his possession, shall not interfere to reach it. 1 Mer. 413. 1 Sup. Co. Ab 915.

If A has paid B the sum of money, and the note of hand is still in his possession, the state of limitations shall not interfere to reach it. 1 Mer. 413. 1 Sup. Co. Ab 915.

The state of limitations arising from 20 years, may be reduced, when it is agreed between the parties, that the mortgage shall remain in force until the note & interest shall have satisfied the debt, & no length of time shall render the same uncertain, nor any presumption of issue. 1 Mer. 413. 1 Sup. Co. Ab 915.

As a 29th act of the mortgagee by which he has recognized the right of surrender within 20 years, shall prevent the issue. 1 Mer. 413. 1 Sup. Co. Ab 915.

And in the event that the mortgagee submit to a deed of satisfaction within the time specified, it shall be lawful for the mortgagee to give him a title in the mortgagee, if he does not object upon the ground of terms of time. 1 Mer. 413.
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289.

If the mortgagee himself continue throughout the term no fine
or rent can ever be paid or be due, on account of laps
of time, 2 Rev. 4:16.

By the English act 48 Geo. II. 1738, the mortgagee is
defined as the owner of the land, by the mortgage, of the
lands, which he has been qualified of concealing his prior
interest, and the said act is as follows: 2. 14. 15. 16. 17.

As a distinction no provision taken, the landlord to be
cluded that a second mortgagee is a mortgagee of
the land itself, and of the entire interest in the
midnight, the mortgagee could not receive the price
until he had received the money. 8. 14. 15. the second
sale of the city of redemption, a third mortgagee
could never be made by the mortgagee.

By the Mortgages of the Mortgagor's Successor.

The interest in the land mortgaged is a mortgage for
which he may demand, and which was founded
the mortgagee. 1621 1831.

Even formerly held, that at the time
that mortgage called the mortgagee, the whole
would be mortgaged, and in a mortgage, the
would not pay, being
confined 8. 14. 15. that the demand at most look a title
later, 2:37. 39:1 389.

Since however this settled, that the interest of
mortgage is but a battlet section to be hewn out that the it would consider that the words convey all but evident in mortgaged substance to sell or for a term of years, Rev. 17. 44. 171.

But on the other hand the mortgagee without will not receive any suit to the demanding, of bonds, tenements, &c. and it must be known that the division has no other suit amounting to the division of tenements, the mortgaged premises with them, 1 Part. 3. 1. Rev. 2. 30. 62. 8. ch. 61. Barn. 14. 47.

Witnesse the proper owner a bill to present, there only will be made parties to it, who have an interest in the copy of descent and. Eq. 3. 14. 61.

To ol by law that a bill of money as mortgagee does carry the interest due at the time of the testator's death. Eq. 3. 14. says that this is much too general for it must be confined to cases where the tenures limit the estate to the principal. Barn. 25.
Rev. 11. 126. 2. 88. 11.

Is a question whether a bill by the mortgagee will pass the interest, that the bill is not affected according to the requisites of the state of post, if there be the better opinion seems to be that it will pass, in that that estate relates to lands tenements, &c. when executed, a then tenants don't include mortgagee. Rev.
178. 11th 121. 25. 4. 86. 260. 7. Thist. 68. 38.
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Priority of Incumbrances & the Doctrine of Running

In the case of mortgages or other incumbrances on
the same estate, priority takes place among them
according to the date of their respective claims, agree-
able to the maxim, qui prior in tempore, potior est.

Prior priority is sometimes forfeited by failure
mortgageee foreclosed to a subsequent one. This hap-
pened when the prior incumbrance has been guilty of any
fraud or neglect, affecting the interest of the subsequent
incumbrance.

And when the subsequent incumbrance
as shown, in the legal estate to secure his equity.


If the prior mortgagee, by fraud or neglect, cancels
his mortgage, to cause another person to give credit
he shall, demand money for the mortgagee, upon the
principal be forthwith to the person so enriched upon.

Thus, when the prior mortgage was forfeited when
the mortgagee foreclosed to give another mortgage.
of the same hence to another person, it made no mat-
ter of his own incumbrance. This was understood
out of fraud, that the second mortgage was preferred.

2. N. 59, 1. 240. 3. 106. 4. 124. 5. 174. 6. 198. 7. 244. 8. 189.

So also if the prior mortgagee is running to the
and mortgagee as is known to the contract, ought
to inform of his own. So is the same as
the running, would be known to know the contract of
the instrument, the borrower is no more bound to
for his execution, that submortgagor, subtrustee, can
not in general acquit him with the contract of the
instrument, which they attest - is both so thromos.
Mortgages

[Text continues here...]

2d. When the subsequent circumstance happens, of the legal estate, to produce no arose only, he shall be pursuant to the said circumstances. If a third most.
Mortgages

Where a person is the legal estate, for the purpose of prohibiting his own only, he shall be permitted to the intermediate incumbrances, for which the only is equal the legal estate shall prevail. This is called in the law of mortgages taking on the debt correlate to the equitable.

But in order to this be necessary that the third mortgage should have taken the mortgage upon a valuable consideration, & without notice of the former mortgage — for if he had notice the only is not equal. 1 Sh. 194, 2 Kent 339. 1 Bl. 218. 1 Ves. 578. 1 Bl. 244. 2 All. 59.

He may have notice at the time he took the mortgage previous he had notice when the issue under the expectation of being recorded in the title. 1 Sh. 194, 2 Kent 339. 1 Ves. 274.

And a subsequent incumbrance may not only take in this manner to the first mortgage, but to any incumbrance or title that contains the legal estate. 1 Ves. 274. 100. 69.

But the by A doctrine of an exception, when any one of the parties has more equity to call for the legal estate than the other — for he that has more equity shall be preferred. Then if there are three incumbrances & the third incumbrance for the legal estate, he obtains a priority to the second. 2 Sh. 600. 2 Bl. 912. 2 Ves. 218. 2 Ves. 136. 2 Sh. 194. 204. 912. 241.

If the first incumbrance conveying the legal estate contains only part of the estate that is combined in the latter incumbrance, the former will defeat the latter so far as that it extends to the title existing. 2 Kent. 499.
Mortgages

If the first mortgagee bought in when none of the third mortgagee would take till both mortgages were paid. 1 Bl. 66. 1 B. N. 112.

If a subsequent mortgagee purchases a former satisfied incumbrance, carrying the legal title to any land that to his own estate, does acquire a priority to the intermediate incumbrances? A satisfied incumbrance in this sense is that is satisfied in such a way that when it came to be paid, it was only in such 2 N. 92. 21r. 31b. 1 Wm. 182. 1 T. 706.

And this P. Sumville, the subsequent incumbrance paid no consideration for the satisfied incumbrance. 1 Bl. 604. 1 B. N. 329. 1 Bl. 608.

And as our decision can be, that if the subsequent incumbrance obtain the satisfied incumbrance, by some, distinct means, as by stealing the end of the legal title, we might still tack it to this estate, the principle of this case however is to be doubted. 1 T. 189. 1 B. N. 133. 2 Bl. 29b.

But when a junior incumbrance is deficient in legal requisites, no priority can be obtained by purchasing it. Thus if a judicial has not been docketed, which is required by the statute, th. it does convey the legal estate. So too if a mortgagee had not been conveyed to the estate of the debtor, if it does convey the legal estate, the incumbrance, etc. does give any priority. 2 N. 253. 1 B. N. 2 B. 63. 2 Bl. 29b.
Mortgages

Subsequent mortgagee and such as subsequently to the same mortgagor is the legal estate—how if the fourth mortgagee purchased in the second he assuages over the third, a new purchase priority then was perfected by the second for the second mortgagee shall carry the legal estate. 2 P. 179. 2 N. 342.

A prior mortgagee purchased in by a subsequent in encumbrance, will gain her encumbrance unless the prior mortgagee the purchaser is as if for the time before this time is no satis of redemption. 2 P. 156.

As a subsequent encumbrance by purchasing in the legal estate may give a priority, so to rule has the legal estate may back a subsequent encumbrance by lien to the mortgagor where from necessity to such legal estate, provided he has notice of the interning encumbrance. 1 Ch. 440. 2 D. 697. 2 All. 671.

2 P. 179. 2 N. 662.

As to notice see 2 B. 7. 2. by 2 D. 374.

And the a judgment on that in buy, will carry the legal estate, yet a subsequent encumbrance cannot take the legal estate to his claim neither can a record mortgagee take a judgment encumbrance on the just for that he is here general and not specific. 2 P. 179. 997.

Ch. 495. 2 H. 20. 2 All. 421. 2 N. 662.

If there are two mortgagees, the subsequent mortgagee makes a subsequent lien, & takes only a judgment by way of priority, he may take the judgment as to his legal estate, & thus obtain a priority to the two encumbrances.

If the subsequent mortgagee purchases this legal estate to make an lien encumbrance, at the time of the loan
Mortgages

It shall not take, for the only is not then equal. 39.20, p. 203.

But if the conveyance first purchased is defective and a subsequent mortgagee with notice of it may obtain priority to it because to, the former will be in title, he will not retain to invest if can be, when both are equally above a valuable consideration. But if the question be, for the transaction is fair between the mortgagors. If this former mortgagee is the conveyance, it will not support it. 2. Bo. 634. Term. 287.

Deficient security shall be enforced in equity, a court who have a general not a specific lien. 3. Bo. 589. 2. Co. 541. 2. Term. 564. Beth. 449.

If the deed of the first mortgage contains a clause providing that the mortgagee's successor shall be a securities for all subsequent loans, the binding for the subsequent loan was in reference to the first deed it is considered part of it. If the mortgagee then binding the same would be preferred as to the last loan, the he had notice of the intervening mortgage, we can the intermediate no, we had notice of the deed. But if neither of them had notice, the first of the intermediate deed, n the notice of the deed. Mrs. A. says that the first will hold, then by notice of the intermediate in his deed; for they are in their equal. 2. Term. 547.

In all these cases, where notice varies the 3d of prior notice, if one of the parties changes the other in his title of equity to have had notice, the latter in his assurance must deny, or it will be taken for conveyance. 39.20. 2. Co. 881. 46. 169.
When the party charged with notice denies it on oath, it is then for the party to answer, and to shew the evidence he has in his favour. The party employed must then adhere to the oath he made, and produce all the evidence he can. If the party refuse to do so, the judge must order a resumption of the case. 1 Rev. 22:21. 2 Rev. 14:14. 3 Rev. 26:92.

Notice.


Actual notice is to have actual notice when he is regularly served by the other party with notice of the fact by some person to whom he is personally to deliver the notice, or some instrument which shows the notice. But a writing under seal is not deemed to be notice for the change of notice must be proved, when something certain is circumstances. Goldth. 147. 258.

Constructive notice is a conclusion of fact that one has notice, when no actual proof of it is exhibited on the one hand or the other. That is the usual mode of writing notice of that kind. 1 Rev. 31:9. 2 Rev. 68. Goldth. 147. 259.
So also, if a devisee be subject to the payments of legacies, yet a mortgagee, this being to B, shall be bound to have notice of these legacies, for he makes title; this is under the 3. Viz. 25.

But to this, in there is an exception, in the case of the assignment of part only by one estate; then the purchaser is not bound to have notice of the unassigned part, for he can know how much the whole amount to redeem and what the debt. No change, under the 3. Viz. 361, 362, 1749.

How far he is bound by specific legacies don't appear to be settled, but it would seem from a single instance, that that of notice applies. The how one can doubt if part of the purchaser knew that all is divided, how can he know that that his hands for the parcel of estates. 2. Lez. 4th 1st 3rd 4th. 1761.

So also a D. that of a done declaring a power to change upon an estate, is deemed in that. By itself as with other papers, to the intended purchaser of the estate, he is humoured to have notice of the change; for the paper can supposed to be delivered to him that he may reconstruct the title. If he do not he is guilty of gross neglect. 2. Lez. 4th 6th 8th 9th. 1st. 2749.

So also a mental in a deed relating to own, implying, that there is another incumbrance upon the clarum and by another debt, is humoured to be notice to the person who was the person of the deed. 2. Al. 54.

And whatever is sufficient to put the party charged...
Mortgages.

With notice when the inquiring is good notice in equity this notice sufficient or notice to the estate found in the notice of a prior mortgagee, when the mortgagee or mortgagee, or any other party, to a notice of a prior mortgage, has

ground from which to conclude that they had not intimated the notice, or any intimation of a prior mortgage upon an estate sufficient to put them upon their inquiry. And on analogy to this last noticed case, the time when the ground, that notice to a prior mortgage is notice to a subsequent mortgagor is notice to a subsequent owner. 1. St. 50. 523. 23. R. 310. 211.

Notice to a person alleging, accused or agent is deemed sufficient notice to the party, and the notice in all similar cases. Yet if I will be the same time the same person is accused for both parties, too is it material on whose recommendation an justice he is sued. 1. St. 62. 6. 1. St. 54. 2. St. 47. 47. 1. St. 90. 90. 2. St. 20. 20. 21. 24. 24.

If one purchaser in the name of another, without any fault from him so to do, he may be acting within the authority of the intruder, yet is he afterwards again to it he makes the former his agent at will. 1. St. 57. 57. 1. St. 62. 62. 21. 21.

A subsequent mortgagee may tack the legal estate to his copy interest thereby there has been an intermediate interest or intermedium interest. 2. St. 57. 57. 2. St. 62. 62. 1. St. 18. 18. 1. St. 18. 18.

No one to so much a question whether one case tack over a prior in circumstance, that no one has not attempted it, yet there is the better chance that it cannot done. This I think correct.
Montages

In order to have effect in third persons, must be registered. & of course, every one can know who is the owner of them, if any junior mortgagee. (Stat. 1854. &c.)

Thus it being in what case vested, the registering contains the registration of the intermediate circumstances with out to a constructive notice to a junior circumstance, to take from him the benefit of perfecting himself only by his legal liber. for if the second mortgagee had not the designation, he might have informed himself by the register, who has the junior mortgagee. By paying an actual value upon him, receive this self in any further loan. &c. 2 Stat. 679. 3d Stat. 125. Dowdall.

A subsequent mortgagee registered is preferred to a junior mortgagee not registered. If the subsequent one had no notice of the former, the same legally that the mortgag is no notice. But it must mean actual notice. 9 Arch. 443. 2 Dall. 282. 2 Beav. 2095. 1 Beav. 125.

But a subsequent mortgagee having notice of a junior mortgagee not registered, shall not gain a priority by registering - because this would be fraudulent of a prior policy. 1 Arch. 306. 2 Dall. 600. 2 Beav. 712. 3 Beav. 281.

I have heard on mortgagee shall for a valuable consideration, shall hold or take place in such voluntary settlement. The such description on mortgagee has any other terms at the time of the purchase or loan - such voluntary settlement being made void as a purchase with or without notice by this. (Stat. 20 May 1833. 1 Beav. 309. 5 Cool. 335. 6 Cool. 280. M. Pow. M. 296.)
Mortgages

It has been lately decided that the use of being made that a voluntary conveyance is meant made; and

16.b. 46. 182.

If one person with notice of a prior incumbrance, or rights, sells to one who has no notice, the last

to shall not be affected by it; and may take so too, if an incumbrance with notice, from one who

purchased without it, will hold. Talk. 214. 19. 28. 51

6. 13. 125. 2. 60. 66. 10. 151. 511.

To whom the interest in a proper mortgage

shall belong on the Mortgagor's death.

was formerly doubtful whether this went to the estate

in full—And a distinction was taken between the

case where the amount appeared to be a debt for the pay

ment of the money, the condition was repon as to the

estate without mentioning the heirs; and those

where mortgage was in fact, and there was no bond or

conveyance for payment, or where the condition of the

redemption was repon as to the heirs or estate, but

in a status of the mortgagee, and there was no obligation

of the debt, was held to the heirs. For in the latter case the

money was devoted to the heirs, and in the former to

the estate, because before these circumstances, the

determined whether the mortgagor intended to

change the nature of his fee. From facts into real.

16.b. 60. 1 liv. 124. 16. 13. 46. 126.

In this however a that the security due to all was

belong to the estate. Under what mind the mortgagee with

manifest a contrary intention than an active fact.
Mortgages.

The reason why this party goes to the court is that the money being taken originally from the first estate, if it was immediately taken upon the name of the exee, had it not been paid out on such notice. Nov. 19, 301.

If the money is made payable in the terms of the condition to the heir or owner of the mortgage, if the mortgagee pays the money personally or to the exee again, he may elect to pay to either of their hands. Nov. 249. Dec. 11, 304.

If he elects to pay to the heir, the heir must convey to the mortgagee; for after the condition is performed, he who has the legal estate, holds it on trust for the mortgagee. 1st 304. Nov. 5, 308.

But the mortgagee, having the estate, still the heir is capable of doing to pay the money over to the exee, for it belongs to the legal estate. 2nd 356.

This holds whether the money is paid to the heir on the day of part or at any subsequent time. 2nd 356. Nov. 12, 308.

But at any rate, the mortgagee has the right to pay it to the exee on the day of part or at any time after; but if to the heir he designates it, at his own discretion, and at his discretion. Act. 1st 56, 358.

And if there are several executors, any of them may receive, and as a good discharge for the
In the event of a specific legacy by a mortgagee to an heir, the heir shall have of the residue due on the mortgage, 1st Ch. 183, 1st Bev. 513.

Then no land, house, or personal estate shall remain to an heir.

With no care of an heir, you note if there has been no redemption, the heir may be compelled to convey the land to the estate, or else, that they may, upon the money received, but for any residue being part of the estate, would have gone to them, to weed the land which went to him from it, & the sale to the same, the true mortgagee money is not used for the payment of debt—because the heir or such is not entitled to the money, 2 Nen. 193, 367, 1st Bev. 480, 1st Ch. 50, 137.

And even the true mortgagee should return to the heir the estate of redemption, the estate being forfeited until the inability to convey the legal estate is not discharged, 2 Nen. 193, 1st Bev. 150.5.

It is said that if the owner of the security wants to his estate be dealt, it will be considered so by the representatives, heirs of a person perishing the estate of the mortgagee by an absolute deed, if the estate is after and during the security shall go to the heir charged heir, so too of the affiance of the mortgagee during his interest as real estate, the heir of the same shall inherit it, 1st Bev. 305, 1st Ch. 364, Ch. 265, Art. 362.

If money received by mortgagee is satisfied by the
Montgoger

The interest of the Mortgagee's Wife.

As a general rule, when one person's land is mortgaged, the interest of the wife is not affected, even if the mortgage is taken by her own name. She may, in the meantime, use the land for her own benefit, subject to the mortgage, without necessarily losing her interest in the land. This principle is well established in the law of property. (Ref: Ch. 52, 3d S. 434; 4th S. 228.)
...mortgage. It follows, then, without notice of the
article 5, section 218, 1, 333.

If a mortgagee, after notice, joins in bringing a suit
against the mortgagor, he is free to death. If the mort
charge pays one third of the debt. 1, ch. 129, sec. 6. 4th.
First. 310.

If a mortgagee advances to the mortgagor an addition
to the money secured, without notice of an
intervening instance, he will hold on his part for the
sum advanced, as well as for his share as a
hen that the equitable right to the legal estate.
1, ch. 119.

But, as a previous suit, so settled, when secured or
secured, is settled by a subsequent mortgagee, then this
by that instance, I intend to say also
functions, even then the estate, for which the suit, was for consideration for
the settlement. 1, ch. 16, Para. 315, 316.

If a man before his death gives the united his
condition, that he shall be free to death, unless his
son in any part, he does not do it; the land is good at
for the moiety, hence she is considered as a
party. If a man or a wife, unless she can. 1, ch. 237.
1, ch. 258, Para. 316.

If a man, after a loan of his own money, on his own
directs a mortgagee to himself, 1, ch. 26, 1, his
purposes, his interest in the mortgagee, was he
intended. If this money is to be paid to him, if how
then the mortgagee, being so secured for the payment
of debts, his claim rest. 1, ch. 618, 1, 4th. 36.
In Co., the contrary, it is established, the equity is to go to widow, the W.

Leaving the R contemplates a mortgage, as far back as
was, if not a mortgage, after means, for in the latter
case, the R can take away the W's right of dower, with
then can be in any way by the R's act render it a
20:24.

But in Co., as well as in Co., the W, is entitled to
dower, by the recovery of a mortgage for life, on 2 years, for they are a
legal estate.

The W, has in the case of a mortgage for years, her in
trust in the reversion of the term - and if such
a mortgage has been satisfied, the R will recover it out
of her way, Vender a reversionary by the mortgage.
20:40:12 1:1:12.

The claim of the R to the W, land mortgaged, is his
interest in the mortgage money due to her.
A R by reason gains no other interest in his W.
In both, if a W join in a U as a mortgagor in an absolute by deed, the latter gives forever.

And as if a W either join in a U in a deed or make one having conveying her own land, the deed is valid absolutely, and U can never be satisfied. 1 Co't 61, 2d D. 121, 2d V. 123, 2d V. 61.

If a W joint in a pair to secure a mortgage on her estate and it becomes perfect, if part of the debt has been paid by another, none has been advanced by the mortgagee upon the same security, the estate will be forever in the U for that sum for the mortgagee has the legal title. If he has as much equity to run money out of the estate, or the W in her own has to hold the land, then the mortgagee, having the equity in equal the L must hazard. 1 Co't 91, 2d V. 91.

Still in this case the the final estate is hale to be taken to discharge this circumstance, for the W's has a claim to the entire exclusion of all legacies. 2 Co't 604, 631.
And the wife entering into possession by mortgage to secure her debt, shall be absolutely bound with her jointure, for she was receivable, ch. 151, t. 122, v. 113.

If she joins in concurring in her own estate, to discharge her debt, she is considered as constantly standing in the place of the mortgagee, after the death of her husband, to satisfaction out of his body, 2. ch. 25.

In a case that is a question being a mortgagee, uncertain if she is in consideration of the present mortgage, a settlement is considered as a purchase of the mortgagee. If indeed the debt is the same with respect to her mortgagee, as to her own estate, in action, 2. ch. 50, v. 32, ch. 14, v. 128.

But the debt must be in the case of the voluntary settlement made after marriage. And it has been decided that a settlement after marriage, in consequence of an acceptance of part of the estate, does operate as a purchase for the part taken in no case she being legally incapable of adapting to the agreement, 2. ch. 55.

And when a settlement the before marriage is expressly to be in consideration of a part of the whole estate, will not be considered as a purchase of any other part, which is expressly reserved, 2. ch. 69, v. 16, ch. 14.

In all these cases, an entry agreement to make a settlement on the wife in consideration of the present, will be considered as a purchase of it until the settlement is made, provided the 2. ch. 50, it was not sufficient for not making it, 2. ch. 50, v. 33, ch. 14, v. 128, full by 2. ch. 129.

But a settlement made by the husband, the wife in consideration,
Mortgages

Now of this portion, shall not be regarded as a provision of it, if it fail, shew of the stipulation, n'to. p. 62. 6. 2. 503. 6. 2. 5. 67.

But without any settlement made the 9t. is entitled to the 10. mortgage, as sue it as his own in action of
he sunder them to 9t. during convalescence, for a mortgage is in the nature of a chattel in action. 9 to them
in the 9t. that they are his if he sunder them to 9t. as his collecting or assigning them for a valuable considera-
tion. 9, 9. 501. 9. 502. 9. 503. 6. 2.

But a voluntary assignment of the 10. mortgage by
the 9t. is not a munire it to 9t. without the 9t. The
assignment but in this case no higher claim than the
9t. would have had, had he done nothing with it.

If the action of the 9t. obtain 9sue of the 10. mortgage,
so that she can have no relief in a suit of 9t. they will
not interfere in her behalf. 9. 9. 9. 504. 9. 505. 9. 9. 506.

But on the other hand if the 9t. of the mortgage has 9sue
of the mortgage died, so that the 9t. cannot have no claim
when the 9t. is it, a suit they will not assist them 11.

When the 9t. assigns, the 9t. interest in the mortgage for
a valuable consideration, if the 9t. has the re-mortgage deed,
easy will intervene & cause him to assign her claim to
him for his easy is not equal to that of the assignee.

For a mere agreement made by the 9t. to assign
to a third from the mortgage of his 9t. in secure-
ning of a debt, if this agreement is accompanied by
The Fund from which Mortgages are to be

Recoverable.

in a b. 2 of only that the fund which has been made
by contract the debt shall be paid charged with its
just in the right of the mortgagor his heir fund
is prior liable to discharge the estate in favour of the
heir. If this must be advanced for the estate he has
behalf. Sick 4th. Sect 6. 8th. C. 4th. 6th. 520,
(2d. b. 4th. 26.)

And the heir under these circumstances is liable to be
paid when the bond of safe is given to the mortgagor
still he may compel the estate to pay the debt. Prev. 9th.
469. Commentaries.

The same as equally, in favour of the devisee of
the only of redemption, for a devisee is a factitious heir.
(8th. 477. 9th. 481.)

And so that if the mortgagor bequeath his real estate, still
it must be applied to the part of a mortgage—from this
it would seem that the devisees can to be prejudiced to
thelegatee of the testator. (8th. 477. 9th. 481.)

But it is considered that this is limited to undreaming
legatees only, so that with this limitation to connect, for
otherwise it contradicts several established as a result of
appear.

This it again prevails only when the totalor has
Mortgages

The mortgagor, who is supposed to be the lessor, will charge his real estate with the part of the debt, yet this charge will not the real estate as it is lessor, unless there is a deficiency of the first fund, but when one demises his real estate to the lessor, for the part of his debt, the lessor is not liable. (See 51, Lev. 203, Deut. 15, 18, Lev. 56.)

And the 2d that the first fund shall be applied to, under the lessor, in no case, to operate in favour of the lessor to the prejudice of the mortgagor, and so in such cases, if the lessor, when demands are made upon the first fund, only seek to take their security in the lessor, or on the funds received, not, yet he shall not, in any such case, be held liable for the deficiency of the mortgage, unless the lessor, in the name of the mortgagor, do come upon the real estate, to as large an extent, as the first estate is diminished by the deficiency of the latter. (See 43, 2, Deut. 54, 1, Lev. 693, Prov. 31, 47 to 386.

This warrant, the qualification of the 2d before laid down, that the first estate must be affected to the part of the mortgagee, when the mortgagee bequests his first fund to the payment of debt.

The 3d is never held to be in the same in favour of simple cause, enter of general legatee, in the exercise of the mortgagee, when the 3d is of the mortgagee estate. (See 54, Prov. 11, 372.)

If the lessor disposes his estate specifically to one head, having debts & legacies, & the estate who might come when
Mortgages

the real estate, con when the first - if that be exhausted, the general lien on each have recourse to the next one - for as much as the first all fell short of the full of debts, becomes a general lien to all sums taken before specific one. 1 Pe. 97. 413. Rev. M. 319.

A 117. all a more real estate is considered a specific.

X if both the real X first estate be specifically described, they shall contribute equally in discharging debt in roughly


When the descent between the mortgagor X his heir is broken, so that the latter is made to take by purchase, he will be considered as a specific devise - but when an estate is devolved to one, when he would have taken as heir, the devise X he take as heir. Rev. M. 1985. 100. 416.

1 Pe. 97. 406. 101.

which has been to of the different kinds of legacies it may not be surfeiture to remand here that a specific

legacy is one where the thing given is specified so that it may be known & distinguished from all others of

the same kind.

A general legacy is one where the thing given is not specific, yet to not remunerative of if a

legatee to 0 to 1000.

A remunerative legacy is where one is appointed to take what remains of a particular fund of to certain documents, have been made from it - as in case one is named to receive what remains of the debt & legacies of the testator can discharge.

1 Pe. 18. 295. 1 Pe. 97. 623. Rev. M. 366. 2 Serp. 322.

1 Pe. 952.

Money may be made a specific legacy, but it must be so pronounced that it may be specified distinguished
Mortgages

from all other money of the tenant, as of that which is contained in a certain bag or box; but if
there is not specific nor general sum him to have in
sufficient in money. Pr. 7.

If the mortgagee differ with the devisee about the given
money or about money therewith, if there is nothing
further mentioned in the indenture, unless that the
device should take it, in case, he shall be entitled
to the aid of the first party to redeem at 2s. 6d. 6s. 3d.
182. 4s. 1d.

And if there appear a clear intention upon the part
of the devisee that, the devisee shall take the same,
considered, even the real estate in the new hands
shall be liable for this purpose. Pro. 91.

If the mortgagee sell, or assign his copy of description
of the devisee that, he shall have no claim upon the
first party of the mortgagee to dismember the estate.
For hence that part was not been assigned to the
purchase of the estate, but has been disseminated. 10 St. 14. 14.

And to the same of the devisee devise, the estate the
devisee has no claim upon the first party.

And aught the same principle of the money due upon
the mortgage, unless it are the debt of the person of
the estate of redemption, the mortgagee estate shall show
into the hands of the heir of the devisee and dis
member it at the expiration of the estate, one of the aro
sum by his right chosen a specific part of his debt with
the payment of his debt. 10 St. 14. 14. 1d.

Of the Payments of the Amount of money due on

Mortgages.

The best in law in making his nothing is it practically applicable to the 4 of mortgage, but there are a great many
sympathy that make it necessary to attend to this out-
put.

In this case the statute of the victor of first
prevalent for assurance - in case of the mortgage. In case of the
mortgage in a kind of more than lawful interest under it will not be in a mortgage,
unless a man or the first court, Day. 1859, Doug. 249. I. S. 341.

240. 340.

As to be by Mr. head and that of the mortgage to draw
up for in the mortgage a similar assurance, the
mortgage is void. But this I think of incorrect - for
the mortgage void in every void only by the provision
of illegal victor, but if this man has brought a
government voids the to mortgage was made the code will
not be affected - the the execution of more subjects
to the statute, finally. 8, 145. 198. 144. 154.

I was also told by Mr. Hand and that, if a court then
made in this, for the mortgage of a partnership in the
West Indies, he knew their legal victor in any case, he could not pay
the the name, amount was lawful victor in the West Indies
the law is that's might or might not amount accord
Mortgages

In case of a mortgage running four per cent, with a
clause of renewal of 10 years, if payment is not punctual
to said— but if said is renewed, with a clause of renewal
to four if kept is punctual, to good. The meaning of the
is being added the wisdom of a few— 2 Sam. 16:9, 10.
1.16:21 9, 10.16:520.

But of them is common to this the additional one for
not to good, if then it shall not return unto. Ps. 16:21
1.16:31 1 Pet. 4:4.

But if an indulgence is given by the mortgagee, such
agreement will be paid to mean the interest on the
ground of foreclosures to have considered no finally but
a liquidated satisfaction— again refer to the portion
for which the mortgagees pays. 2 Cor. 16:21 16:69 16:67
16:67

Compound interest in mortgage, is regularly not at
sould in it or only not in now in any court. Ps. 16:1 16:21
16:21 16:621.

Subsequent acts between the parties may consent in-
ment into principal— thus if the mortgagee agrees
this invention in the mortgagee's estate, with the consent
of the mortgagee, all the instrument, the lesser principal.

But this 2. power hold if the mortgagee has not paid
the interest as well as the principal actually due at
the time— or if it affirms that the assignment was
Mortgages

Mercy, equitable—how the interest don't become

When the mortgagee assigns the estate on account, the
court between the mortgagee & assigner don't con-
duct the mortgagee from indemnity—nor he was to

When the assignment of the mortgage is without the

was one so that unless the mortgagee was foreclosed

The object of a mortgage when confirmed by the

But when the aged of redemption is not present

But of our infant having an estate of redemption

1764, 1 Ch. 20. 1 Ch. 21. 1 Ch. 22.

23 N. Y. 119. 11 N. Y. 393.
Mortgages

They, the mortgagor parties, shall receive the same interest as
the
317

It is so that if an infant agrees to pay a certain sum in
consequence of a benefit to himself, received
by that agreement, he shall be bound by it. 2 Bl. 318.
C.C. 2 Bl. 289.

But this subsequent agreement between the two par
ties will convert interest into principal, yet the mortga
gee may not recover an account acknowledging a
certain sum to be due, neglecting to this - for in order to
this there must be some judicial act - as the receipt of
a bill or bond, or an agreement between the parties.
1 T. N. 562.

An agreement made before interest is due to convert
it into principal, will not be enforced - as the in de
finiteness. 10 Man. 2 Ath. 324. Vide 1 L. T. 8. E. 613 44.

When interest is evidenced by the mortgagee in
possession it is judgment of the mortgagee's title, I may be de
terminated to the principal is due. 1 Ath. 315.

It has been observed that the tenant for life is compe
tent to keep down the interest during his tenor - that
a tenant in tail of the city of revenue pleads he was
owed to keep down the interest, by the remainder is an
indefiniteness - now can the refutation of his
his death be proved to do it - for in their case it of
so, as well as every landlord the remainder must, in
indefiniteness, as in the power of the tenant in tail -
as in the power of the tenant in tail -
as it may bring a fine or suffer a recovery of their
out them of former. 2 P. W. 265. Corp. M. 443. 1 Nfr.
471. 480.
Mortgages

But if a tenant in tail be an infant, if in possession of his guardians, he shall be compelled to keep the tenant down during the minority— for when the vendor of the former indenture obtains for an infant ward a minor de undum under the king's privy seal, which is very granted voluntarily to charge the interest of the purchaser with only mean of family settlements. 

Act. 1767. 11 Geo. 1. c. 39. 2 Id. 52. 1 & 2 Geo. 3. c. 41. 4 & 5 Geo. 3. c. 38.

But if the tenant in tail discharges the interest of incumbrances, the remainderman or reversioner shall have the benefit of it. 11 Geo. 1. c. 1. 2 Geo. 1. c. 11.

If the first mortgagee takes possession of the land from the mortgagor to receive the rents & profits without giving the interest of the second mortgagee shall not suffer by it— but what the mortgagee receives shall be accounted to the first mortgagee principal.

16 Geo. 1. c. 1. 16 Geo. 4.

This it must be taken with a qualification— for the mortgagee is not in this case compelled to account for the rents & profits, until he has notice of the claim of the second mortgagee. 1. H. 2. 1. 301.

When a tenant is given to the mortgagee the holder had a right to receive upon that bond the whole principal & interest and of course have a right to discharge the bond. But on the other hand the holder of the second mortgage did if he had not the use of the debt, had no right to receive more than the accruing interest, for the debt is the principal, & the mortgage is the incumbrance.

Act. 1681. 1 Id. 2. 207. 1 Id. 2. 206. 1 & 2 Id. 2. 246.

If the mortgagee after the mortgage is perfected
Mortgages

refers to receive the debt when tendered to buy; he
laws are same to interest after the term—proby
required he acts in his own wrong—but not only
this. It has a peculiar qualification—when the mort-
gagee would not the himself to the benefit of the
mortgage: he must give six months notice that he is a
likely to hinder—& it must be made on the day of the
termination of that notice. The same does extend to
the consideration of punishments. But in case of this
bene, the Fifth ought to make oath that the money
was away, ready. & no profit was made upon it
but the mortgagee may recover to the contrary of
her—& if he does the interest must arise on. 

This must be strictly legal. But there is one
exception—by the terms of a bank note is sufficient.
If the mortgagee makes no objection to it, & he
pounds or if it can be on the mortgagee affidavit be
change it. 2. by 332. 3. by 303. 4. by 303. 5. 1318
1. by 303. 4. 111.

The money due upon the mortgage being a sum is any
is regularly to be tendered to the parties of the mortgage.
A lien from the land, the mortgagee being absent
is not good—this is otherwise in a tenant of unit. [Art. 311.]
2. 13. 3110

If a term & place are appointed, a tenant at that term
& place is sufficient. The the mortgagee is absent.

[Art. 11 & 211]

If there is no term or place appointed, the mortgagee
may give notice of them. If they are reasonable
will be good—and if a particulars can it has been
stated that a tenant at the mortgagees house is good
Mortgages

This was when the mortgager kept out of the way to avoid a trustee. 1. 6th, 6th 319 ov. 29.

But if the mortgager has any doubts as to the legality of the trustee, his trustee does not cease till he has had reasonable time to consult counsel. So when a trustee was made by one whose right to the title of the mortgagor was doubted by the mortgagor. 2. 6th, 6th 319 ov. 29.

And by 29th 6th 1. 2. 4th 90.

It is doubtful, 2. 6th, 6th 319 ov. 29.

Mode of Accounting.

The mortgagor has no right to the rents or profits till he takes possession—of course, while the mortgagor is possessed, he must not account for them. 2. Ath. 53.

But the mortgagor must account for the profits during his possession. I there must be added to the debt of his debtor. 2. Ath. 53. T. 476.

When the mortgagor in fee has managed the estate himself, he has in the account, no allowance for his own care & trouble, for he has been called the bailee of the mortgagor, I in a certain sense is owner; but if there is no agreement that he shall have a salary it will not be enforced. For in deemed oppression on the mortgagor is considered to be the forum of the mortgagor.
Mortgages

...still however, if a skilful bidder is employed by the mortgagee, a reasonable sum will be allowed him.

Vide 4Bk. 4 Art. 518, 2 Art. 420.

If the mortgagee in fosse assigns to an innocent person, without the mortgagee's consent, he will remain in he a case for the assignee that was owed to the assignee or for what afterwards occurs. 1 Bk. 4Bk. 428.

He the mortgagee in fosse is liable for the rent profits actually received, not for the annual value of the land. But if he has been guilty of fraud or neglect so that the profits received are not regnant, as they might have been, he will be liable for the annual value. 2Bk. 428.

Vide 4Bk. 476, 2Bk. 6 Art. 428.

If a rebel accounting that the mortgagee has at any time made the estate, the sum for which he let it stand in favour of the mortgagee he considered as the annual value during the whole time, yes, let or indeed during the whole time was in his possession, the mortgagee may recover. But to his him to make use of the rent for which he made the land to show its annual value. Decision Book 16.

If the first mortgagee in fosse & keeps out the other subsequent encumbrances, he will be charged in their favour with all the amount of the rent which he might have received. 1 Bk. 270, 2Bk. 690.

But if he suffer the mortgagee to remain in fosse as an subsequent encumbrancer, he is entitled to recover on the same basis, as between himself & the second mortgagee. 2Bk. 6Bk. 270, 2Bk. 464.
Montaguer

If the mortgagee purchases the mortgagee in favour to make one of his own securities to be his own securities or of those tendered in the bill of mortgage, to these, he will be charged with the profits from the time when they shall have received, without his notice. 1. Nbr. 204. P. 1109. Also. Nbr. 490.

When the mortgagee has been assigned by the mortgagee, he will be made a party to the bill of indenture, that he may account for profit received. Leq. 530.

The laid down by Post 204, 1205, that when there are several mortgagees or accounts held between the several mortgagees and mortgagee, which gives the rest of the average and collection, the account is only from this doctrine, and it is from unreasonable. Post 511, P. 1289. Leq. 294.

Leq. 172. P. 185. 186.

But the account between the mortgagee and assignee is not lost the mortgagee, for he is no party to it. 1. Bk. 66. Bk. 19.

The assignee of the several intermediate assignees is not bound to account for profits before this assignee, but this Bk. holds only when there are a number of intermediate assignees, and the price will determine when they are sufficiently numerous to exercise the assignment from accounting. 2. Bk. 193. 2. Bk. 1. 492.

A mortgagee, after having unsuccess fully attempted to do, the mortgagee title, or a bill to indorse him, if the it was failed him to pay all the expenses of the mortgagee or in the former suit. It is added to the same bill, so that it may draw interest. 2. Nov. 596.
Mortgages

In accounting there are two modes: one by what is called annuity units. If this is where the rent is kept, cred the interest, the remainder is put to the principal. In the other, the aggregate interest is thrown into one sum, and the rent to profit is another. Either of these modes may be adopted in any according to the circumstances of the case. When the profit greatly exceeds the interest the former is most fitter.

but this is often achieved with great hardship to the mortgagor, especially when the sum is large. The is bound to enter upon the estate, and can only resell by his debt by parcel, or a balance for the mortgagor without salary, subject to our account. The estate will not lose any small excess of interest apply it to the principal, but adopt the latter (see R. 4. Ath. 20.)

1461 Foreclosure.

Foreclosure, is an order of the court that the mortgagor shall redeem within a limited time, or on default of so doing, the former foreclosed. That is bound to notify the right of redemption without recall unless of special circumstances. (v. 112, Powell 47.)

When the estate mortgaged is a medicinal interest, the decree is that the estate shall be sold at the money raised upon it, (v. 112, Powell 47.)

If there are several mortgagors of an entire thing mortgaged, they must be made parties to the bill of foreclosure. But if any one refuses to pay his part, he must be sued, and not that the whole.
Mortgages

They will never decree a foreclosure, whilst the period limited for the payment of the money is paid, by the estate in consequence thereof furnished to the mortgagee. 1st. 322. 2. Sect. 365.

On a bill for foreclosure, the title of the mortgagee can't be investigated: by this it is evident that a bill of sale will not aid the defective title of the mortgagee. For on a bill to foreclose they can go no further than to have the credit of redemption. 1st. 234. 255.

The mortgage may survive at one of the same lines of all his remedies, in the mortgagee. If the pecuniary payment of one rent is not payable in abatement to the other. 2. Sect. 324, Doug. 401.

They will refuse to decree a foreclosure, when the mortgagee is taking any unreasonableness advantage of the mortgagee. Thus when he knows of a family settlement, he proceeds the trustees to convey the estate to him to protect his income. The cl on a bill by him to foreclose the children claiming under the family settlement, refused to do so, saying that if he might be suffered to profit himself by getting in the legal estate, they would not carry it on by a decree in order to foreclose. 2st. 371. Sick. 640.

There are what are called contractions or simplified foreclosures, the they are not so in form as where a mortgagee brings a bill to redeem. No account is to him before a bill in chancery. In order to pay, if the mortgagee neglects to pay, the cl will dismiss the bill. If he is then bound forever. For in his opinion
Mortgages

24th night 16th 46

If the lien of the mortgage be over a bill to foundon without joining the note, the demandable part of the note is a penalty and interest. If it appears upon the hearing that the party receiving the forecloser is the lien, that the local reimbursement is not wanted the chancellor will ex officio dismiss the bill over the time in 90 days for the right of the person appeared by the security, 16th sect. 23.

In a bill to foreclose two accessory to make the sale of the mortgagon a party. 16th 93.

But if the mortgagon lien at 1 has actually obtained a forecloser, it will be binding upon the note or debt, not a party for if either should afterwards come in the lien of the mortgagon for the benefite of the mortgagon, the lien of the lien is worth more than the money, may pay from the money I take the benefite of the forecloser to himself. 16th sect. 193. 377. 6th sect. 30

Ab 215.

The debtor to foreclose in a certain number of months, the computation of time must be according to calendar months. 18th sect. 18.

A decree to foreclose a thematic in tail of an estate of reversion, will bind not only the issue, but also the remainder men, as the latter is no party to the suit. 16th sect. 215.

But the tenant in tail in case of a tenancy in tail, still if there is an imperfect estate for life the remainder man ought to be a party. 16th sect. 101.
Mortgages.

If there are several mortgagees. If the mortgagor wishes to obtain a complete bill of sale from all, these must all be made parties to the bill—otherwise, their claims remain for those who are not parties would be barred. 8 Bl. 49, 603, 183, 9 Bl. 368, 83.

If the mortgageor shows away his interest the demurror may maintain a bill to foreclose & the court is bound not to join in it. 2 Kings 4, 9881.

A demurror of sometones may be obtained in an infant. If the is not to demurror, he must, when a demurror is obtained, be allowed a day to show cause in it. The day in it, in six calendar months after he has attained full age. 1 King 15; 2 King 492, 179; 1 Do. 208; 2 Bot. 356, 2 King 23.

If during the day allowed him the plaintiff shows cause, the demurror becomes absolute upon him. If he does not show cause, he may upon motion, but in a new assumpsit make a new defense. For though he was not to give him a day to show cause, if he was to conclude by what he judgment had done. who may have made the same further defense. 2 Job 22, 1; 2 Wis. 509, 2 Do. 401; 4 Job 8, 20; 301.

But he is not hence to be inferred that he can have the defense set aside because he was an infant. For if this were the case the defense would be perfectly nugatory, but he may show an error in the decree, on the same report. 4 Job 351; Rev. 11, 587.

According to this mode of proceeding, there must be a process served upon the infant on the coming of age—this is the nature of a subprome. 9 Bl. 449, 138.
Mortgagees

But if an ejector of redemption is vested in a person not the lunatic, or if it devolves to him either before or while the suit is pending, no decree of possession is obtained in his behalf while the suit is pending. If he has no day allowed him in it after the continuance is removed, to show cause on the decree he is bound. 3 H. 39; 2 T. Lax. 905; 2 Atk. 712.

It has been said that when possession is obtained in obtaining the decree, or by the collusion of the mortgagees, the mortgagees are entitled to restrain from the ejector of redemption under particular circumstances. But they will sometimes obtain a possession even after it has been enquired of by the mortgagees, whenever the mortgagee is entitled to possession of the mortgagee, and the mortgagee is entitled to possess the right of redemption.

If the mortgagee has been guilty of any fraud or fraudulent conduct in obtaining the decree, the latter is entitled to eject the mortgagee, and to eject the possession even after it has been enquired of by the mortgagees, whenever the mortgagee has obtained a decree to foreclose the mortgagee, finding a suit by his order to have the estate sold for the debt. 2 H. 393; 2 Bing. 600. 593; 2 Camp. 599. 541.

If a mortgagee obtains possession after a judge into whose hands notice of his demand of the mortgagee has been given, and the judge fails to act on the demand, the mortgagee may sue in such case for the possession. 1 Ch. 297; 2 H. 601.

But when a possession is vested in person of a lunatic, or a suit of redemption has been allowed him, all his estates, in the suit obtaining the decree. 2 H. 393.
Mortgages

The time for payment limited on the decree of foreclosure, being it has become absolute, may under certain circumstances be changed or enlarged. As when it appeared that notwithstanding a continued possession on the part of the mortgagor to sell the land, mortgagor is to pay what was due he was foreclosed by inevitable necessity, or when a rebellion subsisted.

Barrow, Ch. 131. 2 Co. 61. 685.

But this is only to say that a decree having once passed, will not be opened in favour of a new volunteer, a devisee of the mortgagor, for a mortgage in a heirarchy, consequently has equal entity with the volunteer. If he has always an absolute estate at 

Barrow, Ch. 237. 2 Co. 440.

In which mortgagee there can be no foreclosure, for the estate can never be foreclosed. Nor, of course there is no such thing as an entry of redemption. 1 Co. 406. 2 Co. 429.

A foreclosure of a first mortgage, a second will be opened in favour of the second, if the first after wards deliver the land to the mortgagee. 1 Co. 148. 2 Mo. 238. 2 Co. 476. Bos. M. 491.

A foreclosure thus made absolute may be found certain thereby by the act of the mortgagor himself. Thus if after foreclosure he takes out process upon any security, with intent to recover his mortgage-money. As by bringing debt on the land given at the same time for the first of the money, I further instance of the cases contained in the mortgage deed and effect action after the foreclosure. 1 Co. 148. 317.

1 Co. 119. Bos. M. 496.

This once taken in hand, that if the mortgage obtained
Mortgages

A mortgagor, if took before notice it, he could not afterwards vindicate it. The if thinker thinks not, he no more
Act 202.

In a case that a, foreclosure shall not be obtained, where the mortgagee has held several years acquired in the
mortgagor's stock under it. 1 Pet. 3. 1 Cor. 6. 1. 572, 177.

By 182. 404. 9. Do. 315.

In commencing the decree to the practice in law, to make it absolute by a further order, if the debt
is not paid at the time limited, is how the first decree the conditional becomes absolute, of course if the
warrant is not paid by the day.

If a tenant in tail, subject to a mortgage, suffer, a
recovery, will part there? Afterwards, the mortgagee exhibits a bill for foreclosure or sale, the sale
has a right to have all part of the estate, subject to his satisfaction, yet the only is that the part paid
shall not be determined with. If these were insufficient to satisfy the mortgagee. 1 Pet. 261.

Thus, once a tenant is shown that a decree of foreclosure
should not be made if the value of the land should exceed the debt, but this is now entirely
executed.
Estates in Possession & Expectancy

I shall only give a general view of this subject as a particular case is unnecessary. In the view of the subject, regard is not due to the quantity of interest in the tenancy, but to the time of enjoyment. Estates, therefore, with regard to the consideration, may be either in posing or expectancy. There are two kinds of expectancies, one called by some of the parties, called a Remainder, the other an annuities of

b. called a Remainder. 2. Bk. 163.

very little and the use of estates in poses, or as they are sometimes called estates executory. Wherein our books, treat of estates, they are understood to be estates in poses, unless the contrary be shewn. By an estate in poses is meant a different interest, not depending on an own contingency, accompanied with a right of present enjoyment. Mr. J. thinks, Bk. 9, 6.

What pertaining party, and it affects to a Remainder, as well as to an estate in poses. Cor. I. 249.

An estate in remainder is one limited to take effect if he engage after another estate in the same subject is engaged or determined. The estate preceding a remainder is called a particular estate, if the subsequent

ey an estate in remainder. So, Bk. 163.

This line estate are equal to a Remainder. As the estate known no particular estate than a Remainder, if the this estate is divided into parts, all the parts put together make one entire whole. 1. Bk. 164. 2. Wood. 168.

It follows therefore from the last observation that no estate in remainder can be limited on a Remainder, because a Remainder embraces all the interest that can be had; there can be no new party interest. 2. Bk. 164. Rand. 29. Very. 269.

It may seem that a life or remainder may be limited only after a fee by an executor, Remain-
This is not because a term for a particular estate is substituted for another, in a mortgaged estate; it is not additional to an entire mortgage, for this is physically indefeasible. The worst that can be said of a mortgage is that it may be saved in other words. 

Randall 134, 139, 170. Per 1, 242. 2 Bl. 164. 165.

Then are several rules to be observed in executing

1st. There must be a particular

estate precedent to the mortgage;—the reason of this is that mortgage is a pledge in fee simple of

a part of the thing, or the whole thing, as


An estate, therefore, to take effect in future, without

a particular estate is no mortgage. 2 Bl. 165.

A freehold estate at 200 cannot take effect in future; it

must take effect either in fee simple or mortgage;—the

reason is, that hence of seisin is necessary to convey

this estate. 5. Co. 96. 2 M. 101. 2 Bl. 166.

The object of the last rule is to prevent the freehold

from being in seisin, as this would tend to fulfill

the freehold in superior, &c. So then, a mortgage is

enforceable in equity, if it be claimed by the owner, and

no person against whom he can sue an action.


It was always that seisin of seisin was not seisin

of seisin, &c. &c. It was seisin of seisin, &c. &c.

Then if the mortgage be called with seisin, it is seisin

of seisin, &c. &c. Then it is seisin of seisin, &c. &c.

But if the mortgage be called with seisin, it is seisin

of seisin, &c. &c.

2. Bl. 165-7.
A tenancy at will is not sufficient to support a
maintain in the manner, that this is so

that the tenant does not continue it a sufficient
It will not support an estate for years or a

dec. 3rd, 76. Rev. 151. Decr. 18.

An estate must be a particular estate to support
a survivorship, if it is void in the survivor the

in fact - so of grant to an estate if for them can be

in survivorship as, 1 Journ. 58. f. 6. 2a. 2a. Roll 35.

2. Bl. 167.

If the particular estate is good in its creation, but is

defected before the survivorship can vest in survivor

the survivorship must fail. This must be given by Bl in

different forms - but put by the survivor must be the

estate to A for 10 years, then to B, in fee

- now if at the expiration of 8 years A forfeits the
estate, B's estate may remain exist 2. Bl. 167. 1 Journ. 58.

2. Wood. 180. 6. Tern. 207. 34. 31. 61.

Now this case within my mind, it is a general idea

that the survivorship must pass out of the quantor at the

time of creating the particular estate. The meaning of this

is that the absolute or contingent right of the survivor

does not vest at the time of the particular

estate, i.e., the survivorship grant, have a present

right to a future contingent estate - dependent on

the estate to A for life with survivor, to B absolutely

have the such estate. But suppose an estate to A

for life with survivor, to B for life in a contin-

guent way - deem Mr. Good thinks the contingent right does

gate the survivorship, for if it is a mere inter-

vent - so, the such affinly only as to the vested interest

1st, 60. 49. 2. Bl. 167. 2nd, 671. 2. Wood. 177.

Plan, 125.

That the interest does not pass to the contingent survivor

survivor in cotenure - for it is certain that the interest

limited continues to the quantor till the conti-

note happens the interest is not immediately 2. Bl. 167.

A remainder cannot be limited on an estate already in use, or create by purchase. To be sure the interest remaining must be granted, but to a remainder, not a remainder. If it should be a remainder, still it would be a remainder—indeed it seems they must both be created by the same instrument.

Section 228.

A thing very material is that the remainder must vest in the quitter during the continuance of the particular estate, as to instances that it determines. The meaning of this rule is, that the interest must vest during the continuance of the particular estate. If it vests in instant the force may vest so instantly, the particular estate determines. So if an estate is given to A for life, within a remainder to B in fee, none the remainder must vest instant at the creation of the particular estate. If this is what the rule requires. It therefore follows that if the remainder does not vest in interest of the creation of the particular estate, or in instant when it determines, it must fail. For then can be an interverting estate between the particular estate and the remainder, subject thereby. One must commence when the other determines consequently they must both be in one together. Among the like logicians!! Because an off's head missing his tail they must both be in the same place at the same moment!!! 1. 68. 78. 2. 88. 168. 190. 25. 9. 60. 31.

For the rule of vesting of a vested remainder see

Section 233. 447. 240.

The above are the cardinal rules as to remainders signed.
Remainder can be of two kinds, viz., contingent. A
contingent remainder is one which only exists in
contingency—i.e., when it exists it is no longer a
remainder. A
contingent remainder is one in which a present interest falls
to the grantee, but to his assigned in futuro, is to take
effect in futuro. Harris's definition of this is a
contingent remainder is one that can only vest on some future
event, not contingency. Harris v. Harris, 14 N.J. 113.

A
contingent remainder is one in which no present interest falls
to the grantee, but to take effect on the happening of some
contingent event. Many think this definition is
the same as an uncertain remainder. Harris v. Harris, 14 N.J. 113.

An estate to A for life with remainder to B in fee
in soco
a
vested remainder to A for life and to B after his death
is a vested remainder for tenancy in tail, for the grantor
is not certain to die in his lifetime. Harris v. Harris, 14 N.J. 113.

An estate to a human remainder in remainder in fee
in soco
a
vested remainder cannot vest in remainder in fee simple,
but in the particular estate determinant. Harris v. Harris, 14 N.J. 113.

An estate to A for life with remainder to his issue in
fee
in soco
a
contingent remainder cannot vest in remainder in fee
simple, in remainder in remainder in fee simple, but in the
particular estate determinant. Harris v. Harris, 14 N.J. 113.

This limitation must be to one who Id.
be an end.

The
remainder must be to one who Id.
be an end.
A remainder to a person not in existence by a particular name is void, for the same reason. 2 Bl. 170. 2 R. 51.

A remainder limited at the happening of an unlawful act is void. For such an act is in judgment of the law, after all enjoyment. It would be subversive of all that would encourage crime. A remainder to the first unborn illegitimate son of A is void. As this is considered so improbable, if binding, it will not furnish aught to be created by an unlawful act.

A remainder of a freehold cannot be limited in any estate life, than a life. For unless the freehold is out of the quantum at the times of the creation of the remainder, such freehold remainder is void. 2 Wood 171.

Contingent remainder may be defeated by the determination of the particular estate before the contingency happens. But a conveyance by customary grant, though fractional, will not defeat it. 2 Beale 60. 3 Mod. 51.

A judgment lien, or recovery, will defeat it. 1 Beale 66.

It is then a rule that if the event does not happen during the continuance of the particular estate, on or immediately after determination of the remainder, the remainder will not vest. 1 Beale 66. 135. 2 Bl. 171. 107. 2 R. 52. 368. 262.

But a determination of the mere actual seigneur of the particular estate, does not of course defeat the contingent one. Also the particular tenant is actually defeated, and if the right of entry remains to him, the remainder is void. 2 Wood 172. 7 12 Mod. 174.
In the preceding case, the estate of the particular tenant extant in point of time. In the time of the conveyance, being the time it was usual to affect leases, to support such residuum in its present state, still continues. 2. Palkes. 74. 2. St. 74. 74. Moore 286. 2. 1st. 187. 110. 2. 1st. 377. 2. 1st. 171. 2. 3. 1st. 117. 2. 1st. 187.

The question of a memorandum being made in one case does not depend on the probability or improbability of the contingencies happening, but when the nature of the limitation. 2. 1st. 184. 3. 1st. 181. 5. 1st. 180. 12. 1st. 171. 2. 1st. 30. 3. 1st. 178.

The estate of the tenant or his body with memorandum to be actual is vested, yet it is not possible it will take effect. The following rule is a universal exception by which to determine whether a memorandum is limited or not. If the memorandum was the present effect of taking effect in future, the estate is not to be vested. [1254]

If an estate be vested, it is because the memorandum on the happening of an estate, to the other on the happening of another, the last limitation on the utterance, will be a craft memorandum. 10. 1st. 10. 1st. 9. 1st. 9.

Dyer 308. 2. 1st. 388. note.

So that craft memorandum cannot commence when there are more than 2 persons—there is not then. 4. 1st. 388. long for 655.

This is always a question of construction. The rule of construction is that when a craft memorandum is to be read by implication to a person, the construction is unalterable, of the, of more than 2 persons, against it. 4. 1st. 388. 91. 1st. 997. 1. 1st. 229. 2. 1st. 380. 346. 3.

This is in the old books that craft memorandum can be unalterable, but this is not true. The true rule is that craft memorandum cannot by implied by memorandum made, but may be in a devise. 1. 1st. 416.

But when craft memorandum are limited, they are good however suspensive the memorandum may be. 4. 1st. 94. After the death of both without breach of their legatees to be known (as by the conveyance, that unless an operation has been in his body there shall be an estate take. 2. 1st. 380. 390. 1. 1st. 229. 2. 1st. 40. 446. 466.
The general nature of executory devises under the common law
is that they carry the same rights and duties as an
estate in fee simple. As such, they are subject to
the same rules as other interests in land. The
scope of this section will not be discussed in
this case, but it is noted that the doctrine of the
right to make a will in one's own name may be
limited by a subsequent interest in the property.

A further definition is that of a life interest in
real property, as it is a life interest that may be
created by a will. It is important to note that
such a life interest is revocable by the grantor of
the interest, whereas an estate in fee simple is
typically irrevocable.

This doctrine applies to the case of A. B., who,
in his will, gave to C. D. the right to use a piece
of land for the benefit of E. F. G. H. J. K. L.
The will also provided that E. F. G. H. J. K. L.
should have the right to use the land for the
benefit of M. N. O. P. Q. R. S. T. U. V. W. X.
Y. Z.

The right to make a will in one's own name may be
limited by a subsequent interest in the property.
This is because a will is a contract between
the testator and the beneficiaries of the estate.
The doctrine of executory devises under the
common law may be limited by the grantor of
the interest, whereas an estate in fee simple is
typically irrevocable.

Such limitations on the power to convey may be
limited by the grantor of the interest, or by the
beneficiaries of the estate.
it was a good court marshall at its commencement, an estate to A, free, unamortized to an heir who, on 5th of
Venera before the tateator. Now the navigation and
Venera takes effect if he becomes new, before the seat
of the tateator, for the devise in that case is consqmenced to
from the tateator's death. Now the lot will so consider it, it an magic what young formal, and will allow
it to be an estate B. Because the tateator knew before
his death, that the particular estate was determined
so he must be understood to have intended it as an estate
B. If the measure is of the first commence the tateator
the estate commence. If the estate, it has begun to operate as
way, you cannot change the nature of it. Scan 401.418.

Note 44.
To explain the three rules 1st. An estate donor of a
hold needy no particular estate to require it. Alloca-
tion of lands on any other estate, by D. to B. D
being to the same on the day of his measure in goods.
Again a D may be to the heir on the death of A when he shall
have money in goods, by way of Estate B. It not unamor-
tized. Both of these would the small in a way for
the a limitation of a few rights to commence in goods
without a particular estate to sufier from it. 2. Sect 173.
Scan 904. 4. L. Wood 233. Scan 8. 56. L. 8. 37.
And till the case be shown the interest of tateator
to the same on B of the tateator. D. to B. B.
when he attains 21 years. now till the
heir holds the estate without account but the a
beneavity is determinable. L. Wood 233. 1. PM. 505.

Doug. 481 note.

2. After an other estate may be inherited as a coextensive
a fee. Then to B. All his heirs, if he die before ditto to
D. all heirs. All so good by way of estate B. Again
A. All his heirs, if he die B. 50% to. By much a time, first
to B. All his heirs. Otherwise is good. In the case of 2. D.
may not to take effect after the 2 estate commences, for a fee in-
hearts all the interest that can be had in any subject
this then is a main substitute from the first fee
A. estate. Scan 403. 516. 2. PM. 179. 2.38. L. Wood 161. 186. 216.

Doug. 8. 250.
A remainder may be created in a chattel mortise or
in a particular estate in the same being life. Thus, a sum
for years may be devoted to A for life with remainder
for B. This could not be done by deed. [Sec. 99] 2 Bl. 173
2 Mead 236.

Such a remainder may be created to carry numerous specifie
by prescribed they are all as long as the life of the
first devisee. 2 Bl. 173.

Formerly there was a distinction made as to limita
tions of this kind; as it is for the benefit of the use of
the chattel during life of the thing itself. Sec. 103,
when the use was given the real property remained
was held to be safe, but when the thing itself
was given thing itself 10. But the more settled in 1920
in both cases. [Sec. 104] 3 Bl. 91. 10 Bl. 44. 1 Mead 12 Bl. 391.

There is an essential difference between the nature
of a rent in remainder for 25 years. A rent in remainder
may be created by a free or a free
[Sec. 106] 10 Bl. 37. 2 Mead 237.

If a statutory, it is not barable by a fine or a covert
[Sec. 106] 10 Bl. 37. 2 Mead 237.
If it requires no particular statute to support it, then it
holds in abeyance. This is contrary to the case. In
[Sec. 106] 10 Bl. 37. 2 Mead 237.
It becomes necessary then to refer only to that which the case
must happen. opening to prevent publications.

When there is a gratuitous remainder, why a rent in remainder
is more likely to equate property interest, than an legacy. If you

There is a statute of 10 year. Section 228 2 Bl. 174. giving 190.
9 Tho 195. 100. Sec. 314. 320. 956.

Thus to the point here of it where he shall attain the age

According to the terms of the agreement, the rent may be

Document 28.

By nothing lay down the words to remainder it shall enter

Is all the remainder must be in 25 years.
Estate in Personalty.
the life of the first demise, X that the estates must happen upon the life of 4th demise. But this is not so. If the 4th demise be an undivided one of B, if he has any life, if not then 4th demise must happen during the life of B, of course the same must take the ultimate interest. For the old rule see 3 Bl. 113. 5 Hen. 3, 341.

But in many actions that the rule of limitation can the same in all the 3 kinds of estates. See Yarm. 32 Bl. 341.

1. 7 Bl. 102. 7. 17. 241. 9. Wood. 4. 241. 2. W. 46. 4. 30.

2. D. 3 Bl. 317. 497. 495.

It follows then, that if an estate is limited to take effect after the general failure of thing it is void, for this may not take place till too late for the rule. 6. 6. 6. To take effect after A is void is without effect. As to A it has heavy 3d of the same extent is void in the case may happen that the case may happen at a time after the life of 4th demise has ended 112 years. A function of 2 years after the death of the 4th demise is the time has expired, which may be 1000 years after his death. Thereafter the estate 12 years on the cession of the power of. in their whole case and being, because the same may subsist for a period of 12 years. A function of any future time. So to granting him our estate take by implication, if the owner demise, in fee after the death of the last descendant, square estate to be the granting must take within the time prescribed, but for many the whole time from the death of his rule. See S. 91. 2 S. 941.


617.
This rule holds true to the three kinds of estates. See Yarm. 32 Bl. 341.

1. Wend. 29. 9. T. B. 146.

This rule supports the estate that subject to no other limitation. For if the same thing is in their case, acceptation to good. See Yarm. 32. Sack. 226. 9. T. B. 146. 7. T. B. 982.

Dale. 871.

You will remark, we always in point of time of no consequence in cost accounting - because time is enough for the suit to be allowed. And we are to do it in such manner as it is a matter of course. But if otherwise then would be a hardship. Obverse this presentation of limitations of time, however, that if the 4th demise is the 112 years to the 1000 years, but that is after a few this is good. But if to A his heirs, if he dies without heirs of his degree then his remainder to A is in his estate tail by implication. If the same thing is in an estate tail by implication. For the same thing is in an estate tail. 1. C. 29. 20. 28. 286. 9. T. B. 155. Sack. 901.
Estate for her life.  Expenditure.

If, however, we can of such a limited time and of limited
life of the body — as if given if he dies without heirs.
One of these words and qualified by other
words showing them words to be used in their manifold
meaning, meaning at his death, to a good Extent.  But
his dying without issue, is confined to the life of a hum-
man in life. But when it is not an estate held by unful-
fillment, it will continue it in almost all manner.
to take it out of the technical construction of construc-
tion. As if he says, if he dies without heirs at the time
of his death, this is good as an executory.  So having no

Case 1 Y. 3 153.  6 156.  1. B. 927.

The case it has been decided by the Supreme Court of
majority, that it is not in the heir if he dies without issue.
the is to be construed according to the ordinary ac-
ceptation, and not according to the technical meaning.

Dickinson v. Whittemore.

Mr. J. thinks it hard on him to the English & pers-
inuals much of the English, it must be construed.
You can't use both constructions, for we might
think of it as a remainder. It is established that
we know I shall take effect so much, if it can take
effect by way of a remainder. Any limitation of
a future estate tending to create a remainder in
both in long & kind. It has been shown that the
construction which we have adopted would allow of
remainder by reason of an executory, 1. consequently
no remainder which would create a remainder is

good. 51 Y. To a few life with remainder to know-
the good, but remainder to the unknown son of
unknown son. I had a for in this case the ultimate fe-
always no beneficiary, consequently the sale in the
remainderer established, i.e., that no limited
ever been carried further than the unknown children
of a human or human life.  Exemptions 391. 2 10 0 2. 251.
In some such cases courts of justice endeavor according to the doctrine of
as near as may be i.e., they will give any estate tail to the first by
which it was granted.

When a cestui que nam an estate is due to a preceding estate the
next estate takes effect the subsequent estate takes effect when
death takes the reversion of the tail estate. If it does not pass to B if it
remains i.e., it takes this is a substitute for the
cessation, i.e., due to the owner of the particular
estate determining during the life of the tail estate.

So a devise to A of the tail of an estate i.e. if A dies before the
remainder B will have the estate on the death of the
tenant 24 3/4.

But the ultimate reversion cannot take effect if the
preceding limitation fails to the extent that the
ultimate
estate cannot take effect as a substitute for the other
and the preceding estates pass on condition 100 years of
life the tenant in tail remote the present is bad an
otherwise.


If a subsequent estate is defendant on a future event it is
the subsequent estate of B if it is A a fee simple
controlling to the subsequent estate of B. A reverts to 
the grant

whether vested or not 24 3/4.
Estate in Future Expectancy

Note in our account, the word 'assignable' is sometimes used before the word 'future', but according to modern authorities, the same rule of law applies to both. The assignee of an estate in the future may assign it to another party, but if the assignee assigns before the estate comes into existence, the assignment is invalid.

A contract for an estate in the future cannot be conveyed to a third party before the estate comes into existence. If the estate is assigned before it comes into existence, the assignee will not acquire any interest in the estate until it comes into existence.

If an estate in the future were assigned before it came into existence, the assignee would not acquire any interest. However, if the estate comes into existence after the assignment, the assignee will acquire an interest in the estate.

Assignability: An estate in the future is assignable in equity. If the estate is assigned to a third party before it comes into existence, the assignment is valid.

Assignments: An assignment of an estate in the future must be for a valuable consideration. If an estate in the future were assigned to a third party, the assignment must be for a valuable consideration.

Assignment: An assignment of an estate in the future must be for a valuable consideration. If an estate in the future were assigned before it comes into existence, the assignment is invalid.
An assignment of the interest before the event happens may take effect or not of equity but cannot in a court of law. The reason why a lot of equity will do it in that this condition in the light of article of agreement is covered by a specific performance. L. Wood v. D. 1 Ves. 409.

Furness v. Atwell 608.

If the first limitation is an event that follows will necessarily be so too. The law makes an exception where there is an option. In following events in interest it becomes a right of annuity. This rule does not apply to conditional annuities. The latter exception of the rule needs qualification: for the most that it can extend to those cases where there is an annuity limitation defined when events which have not happened, when the first limitation in fact 2642.

Daug v. 470, 2 Ves 496.

As to a double conveyance a conveyance must be a double affidavit 2 Ves 243, 249. Daug v. 470, 2 Os 44, 686.
Estate in Remainder.

An estate in remainder is the residue of an estate, left in the grantor, to commence in possession after the determination of some particular estate granted by him to another. 2 Bl. 175. 6 Co. Lit. 22. 2 Wood. 179.

The remainder vests the grantor in remainder by act of the grantor, without any reservation at all, being but made any reservation in his favour for what he does not want with, remains with him as matter of course. 9 Lev. 496. 2 Bl. 175. 2 Wood. 179.

Thus is the distinction between a remainder in remainder. A remainder can only be created by act of the grantor or some other person competent to grant, but a remainder is created only by operation of law. United remainder claimer as well as a united remainder. Hab. 30. 6 Co. Lit. 223. 2 Wood. 179. 2 Bl. 175.

It seems then there may be at b. d. such a thing as a 'remainder but I know of but one instance wherein this can exist — in this. Suppose A conveys to B a remainder for so long as D remains in D. D. So long as D shall continue tenant of D. D. Now the grant is indeed a fee simple, but only while it continues tenant of the mesh. So there can be no united remainder in the grantor — for its uncertain whether B will always continue tenant of D. D. 2 Wood. 179. 2 Bl. 175.

Now such a remainder cannot be conveyed to D. D. any more than a remainder can — for there is no human interest if there can be no attornment. A remainder can create by the act of the grantor. It follows that if the grantor grants an estate for life with a remainder to himself, it must still be a remainder. Thus you see that this limitation is perfectly nugatory for the law continues it in him. 2 Bl. 175. 2 Wood. 179.

See p. 321.
Estate in Pensions & Easements.

On the other hand if an nostr to grant annuities to A for life with remainder to B. Though B was not an a meeurnor but a remainder man he is created by the act of the act of the grantor. 2. Bl. 174.

What next is reserved as to how the next folows the meeurnor by a grant of the meeurnor the suit will stop with it. So A have B for 100 years at 100 B for year 8 and at the end of the year A grants to B now I will have the suit. 20. Bl. 174.

But this is not inapplicable incident to meeurnor for by special provision to the containing meeurnor may be conveyed without suit if suit without

meeurnor of meeurnor will not be by a general grant of the suit this the suit will pass by a general grant of the meeurnor. 20. Bl. 174.

At was a rule of B that when one had made a man he could not grant the meeurnor till the life was over. This is because when the doctrine of attachment has the doctrine is now entirely end of suit it would seem that the suit must of course also be brought for the meeurnor to not remain unproduct in Eng. 2. Wood 174. 20. Bl. 174 20. Bl. 174.

A meeurnor may be granted by using anywhere the creation of the interest intended to be conveyed. 10. Bl. 174. 20. Bl. 174. 10. Bl. 174.

A prohibitive notice meeurnor cannot be granted by Hattament or by join no living of mine is making but a written meeurnor for year before the suit of suit I might be conveyed without any notice this is a chattel interest but this cannot pass without a meeurnor or some written notice. 20. Bl. 174. 20. Bl. 174. 20. Bl. 174.
Estates in Possession & Expectancy

A tenant of a remainder in good will not acquire any
estate, 2 Wood. 174. note.

It may be extinguished by a particular estate, ie an
estate carried out of it. 2 Wood. 174.

They may be a remainder of a chattel as well as a
real estate. 2 Wood. 175.

A remainder in reversion is a fee tail which
regard, as of no value for many reasons, especially for the
duration of life, or this estate may in course. 2 Bl. 313
3. Bacon 137.

It is a general rule that when a greater or term estate
is vested the same sumon, the life in reversion is vested
even if there is no intervening estate. This is a tenet for a
term, and the fee, the fee in reversion must be terminable
for years. It proceeds on the ground that there is a
remainder in reversion of the fee. 2 Bl. 178. 3. Co. 302.

But to produce this effect it must be in one of the
same sumon or in one of the same tenure.

Bacon 313. 2 Bl. 177. 3. Co. 302.

But if an estate tail or a remainder in fee shalts
meet in one of the same tenure of same sort, still
there would be no reversion, of this reason is the case:
the no remainder. 2 Bl. 177. 6 Co. 61. 5. Co. 302.

Additional note: to merger (Inst. 335. 3. Co. 338)
Joint Estates.

An estate in joint where there are more owners than one, & the estate is undivided among them. If there are three kinds, 1. Joint tenancy, 2. Tenancy by entirety, 3. in common.

II. Joint Tenancy.

In estate in joint tenancy is where land, if tenement, or grantee to two or more persons to hold in fee simple, for life, for years, or at will.

1. Joint Tenancy is always created by the act of the parties, & since by operation of law consequently must be in deed or will.

The quantity of interest in the joint tenants must be the same, it must be created by the same law, & by the same instrument. When all these things concur the estate is a joint tenancy, unless there are in the instrument some word, showing the contrary, or the intention of the grantor, that the grantee should hold as joint tenants.

In the state of N.Y. the B. of the B. L. is by stat. reconn. N. an estate granted to two or more is a tenancy in common, unless the contrary is expressed in the instrument that the grantees shall hold as joint tenants.

In an estate of this description, the act of one of the tenants is the act of all. & what is done in one is done to all. If any rent is saved to one it comes to all. & when one injury is done to the land all the tenants must join in the suit in the
Joint Tenancy

The rule however this is different with - I one of the tenants may sue for an injury done to the whole - This was first established in the case of caparresien - & no inconvenience being found to result therefrom, was extended to joint tenants of the other two descriptions.

The joint tenant can never sue another in his own right, but the state of them has given the party injured in such case, an action of account. This state has been adopted in Bn.

So also if one joint tenant is guilty of waste, the others could have been no remedy at Bn., the state has subjected him to an action of waste.

In estates held in joint tenancy the jus accrescendi, & the survivor takes the whole - if this applies to land as well as to real property then the holder, since the utmost desirability is domestic to the heir. This doctrine is abolished by usage in Bn.

In Bn., the estate of joint merchants, & the stock owned jointly by partners are exceptions to this - these don't go to the survivor, but to the heir of the deceased.

Joint estate may be revenue by the parties in their life time - if before the state of points - if points are made by pastoral, but were it must be no remitting - if the division is critically made by the parties each quit claims to the other - his rights in title to the land which
If one of the joint tenants refuses to divide, the
other by the statute 41. Hen.VIII. can compel him to
do it by suit of partition. In this suit the
title which the party itself has to the land
is set forth; if the ct issue a suit to the sh.
iff commanding him to go with twelve men
on to the land & make equal partition of it. &
which when done is returned to the ct, who
accept of it as they do a verdict. & if the party
is dissatisfied with the partition he may object
to it as to a verdict, by motion in arrest.

In box the sheriff goes out with these men &
their partition is forever concluded unless the fac-
tor is not returned in to ct.
An estate in coheirship is where lands of inheritance descend from the ancestor, upon two or more persons, hence unlike joint tenancy its created by operation of law only, not by the act of the parties. At the death of one it can never come into effect of female, for if there is a male heir, he will exclude the whole coheirship then have the same quantity of intestate by the same title, but it may rest have commenced at the same time. Thus if A dies, his lands descend to his sons B, D, B. If before partition B dies, his undivided moiety descends to his son D, then D, B. one coheirship.

The entry of one coheirship is the entry of both. No action of turpitude lies by one coheirship in another, the lay state an action of account is given them, but they have no action of waste. For at B, B, they are created a partition. In this estate the joint coheirship cannot succeed.
III Tenancy in common

Tenancy in common are such as held by several N. die
told alike but by unity of possession. Hence the moment a joint tenancy or co-tenancy is dissolved it be
comes a tenancy in common.

A tenancy in common may be created by word
words in a deed - J under all circumstances the in
tention of the grantor in this respect must govern.

The tenants may by not compel each other to make
partition - there is no nominaxhip.

In this estate the interest of one tenant is the entire
interest of the whole and one tenant in common has no action of
harmful against his fellow. But as no combination they are entitled to the action of
sum and account.

The statute of limitations cannot regularly run in
favour of one tenant in common against another.
- J this will extend to joint tenants N. co-owners,
and the reason is that the hope of one is the hope of all.

But if one enter into N. takes the estate as all his own, J holds adversely to the other ten
ant, his hope is well then you have a title in
them all, if it continues for the time required
by the statute.

When one tenant is wrongfully held out by
another, J this not only to obtain his share of
the property that he already occupied, but to get into
possession, he may for the former have an action of
Tenancy in common.

account, & for the latter a suit of ejectment not however to eject the other but merely to put him self in.

The tenancy a A doubt like in favour of one ten out in common or another yet if one is guilty of an entire obstruction of the rest, or any part of it it may then be maintained.
Incorporal Hereditaments.

Real property is divided into corporeal and incorporeal hereditaments. The former of these, which is visible and tangible, the latter are deemed to be rights, arising out of things corporeal, whether real or personal, concerning or connived to or connected with the same.

Thus when one man has the right of way over another man's land, that right exists without an ownership of the soil. The interest in real estate descends to the heir.

This right of way is gained by some implication of B, for if A sells B land which is enclosed by his own, he implicitly grants a right of way over his land.

A similar question arises in cases where the owner built his execution on a part of the debtor's land, in the middle of his farm. As his title was gained by his own act, not by the joint act of himself and the debtor, it was held that he was not entitled to the rights of way on terms his own folly to have created this piece, which he might have had that which was acceptable. A right of way is always created by a court order, or implied by law.
Title to Things Real

Title is the means whereby the owner of lands has a just benefit of his property. 1 Sam. 353. 2 Beel. 125.

To form a complete title several degrees or stages are requisite. 1st a naked benefit, without any apparent right to hold, as in case of dower. 2 Beel. 175.

And until some act be done by the rightful owner, this is prima facie evidence of a legal title. 2 Beel. 176.

Without fores' no title is suspect. 2 Beel. 176.

The 2nd step towards perfect title is the right of fores'. This is first an apparent, & 3rd an actual right of fores'.

The third step is a right of propriety.

The fourth is, when fores', right of fores', & right of forty-ire joined.
Descendants

There are two methods by which futy may be acquired—by descent & purchase; the latter includes every species except that by descent. Purchase may be termed actual futy. Descent, ancestral—Denise by deed of gift in the same a descendent.

The 3. of descent in different states are different—they have not the b. b. of bug. for their basis—theiri circumstances with the whole system of our government—but they strictly conform to the buglisk state of the distribution of legal futy. Real futy in the U. S. descends by the same 3. as does real in bug.

By this stat legal futy descends to the children of the deceased parent or if they are also dead to their legal representatives. If a man die without issue his futy goes to his next of kin—but if they are dead to their legal representatives—23 bar, 11.

11 Jan. 11.

If a person die intestate leaving none of those relations who are descendants in a direct line from the ancestor, I take as such the general A of the state of distribution is, that his free estate shall go to his next of kin in an equal degree.

By the state 22 & 23 bar, 11, the mother took the whole of the estate of the intestate, in case there were no children or father living & that to the exclusion of the brother & sisters—but by this stat 1, bar 11, the mother is at perfect brother, his line descended, to the second degree, she can take only
Descent

an equal share with them.

It is also necessary to observe that by their statutes no preference is given to the male line to the exclusion of the female—neither is the whole preference to the half blood.

We will now show who those persons are that are entitled to the estate of the intestate,asmuch as to the estate, 29 N.Y. 397, 42 N.Y. 1, 463.

1. When a man dies intestate leaving a W. & children, the W. takes one third of the whole estate, & the children or their representatives the remaining two thirds.

2. If there is no W. the children & their representatives take the whole, & that in exclusion of all descendants & collateral relations.

3. In case there is no child or representative of a child, the W. is entitled to one half.

4. If there is no W. or blood descendant, the intestate father takes the whole.

5. If the father is dead, then the mother & brother & sister of the deceased, & the children of the deceased brother & sister (by representation) take the whole by equal shares.

6. If there are no brothers or sisters, or representatives of them, the mother has the whole.

7. When the deceased leaves neither W. nor child nor representation of a child, nor father nor mother, but
Descents

Brother X, sister X, children by brother X, sister X, declared, that brother X, sister X, take for themselves not for capita, i.e. what their parents would have taken had they been living.

9. But if all the brother X, sister X of the decedent had been dead, leaving children, then we would say, they would take for capita equal shares.

10. If a person dies intestate, leaving mother Y, two children, one father X, two mother X, two brothers, one sister, but has a grandfather on the father's side, and one will take the whole, and estate in exclusion of uncle Y, aunt X, if there is a grandfather on the father's side, or a grandfather on the mother's side, or vice versa, the whole is divided between them.

11. If the intestate leaves no relatives but uncle Y, aunt X, their children, then would share the estate for capita, they all living the same degree of kinship.

We may further learn that when there are relatives, both by the father and the mother side in equal
Descents.

degree of kindred, they share equally also - but then that one ascendant of him will be preferred to thong of either side. If the half blood will be equally entitled with the whole blood. If sufficient circumstances men with those already born.

The three states declare that the ascendant of him shall take in case the descending line is extinct, the decision, have departed from them. I hence the bequests in exclusion of the grandfather, who are both of an equal degree - with the exception those in equal degree, who with the exception those in equal degree, the descends take equal shares in the rest of all others. If there is but one in the third degree to take in exclusion of all in the fourth, or seventh, or ninth degree.

Advancement.

If the intestate in his lifetime has settled any estate in lands, or given any pecuniary portion to any of his children, equal to the distribution share of the other children, the child or children so advanced shall not have any part in the surplus age with the other children - but if the estate so given is not equal to the other shares, the children so advanced shall as much as will make them equal. But the heir at 6. shall have an equal part in the distribution with other children, without any consideration of the value of the land, which it has by descent or otherwise from the intestate. But if the advancement is of any other thing than lands, made in the life time of the father, he shall state for the sum in like manner with the
Descendants

If the children, to whose situation shall have been made by their father, before they shall be entitled to their first distribution share, for the said number, shall be to promote equality as much as possible.

It has been determined in this state, that small sums, occasionally given to children, shall be deemed an advancement or fund thereof. This maintenance, money, or allowance made by a father to his 

But in this country, it says, the poor empress of college, especially if found charged on the future book in his son, would be considered as an advancement.

The father, buying an office for his son as in the money is considered in the same as an advancement. So a provision made by a new settlement when the nature of a function, is considered as advancement, Y must be brought into that. Not otherwise, distributing them, must be allowed.

Who is Entitled to Administration.

The next of kin to the intestate is entitled to administration. To whom the ordinary must grant general action of administration on the whole.
Among those of equal rank the ordinary may, after whose death the representatives (or can. 11. before administration is taken out) will be entitled to letters of administration on his time estate. I not the rest of him. So the ordinary is compelled to grant administration of the testore’s to the widow or next of kin, but he may grant it to both or next of kin at discretion.

Originally the goods of the intestate went to the king thru his ministrice of justice. Afterwards the statute in favor of the church vested the priests with this branch of penury also. They disposed of it as their pleasure in proportion of the effect of the demand. Their things were seized or taken away until the law 21. Stat. VIII. which enacted that the ordinary should satisfy the debts of the deceased as far as effects would go, but that if there was a residue the ordinary would keep that as before the statute. But from the enactment one to refund the residue was put, the statute 21. Stat. VIII. provides that in case of necessity the ordinary shall deliver the main friends of the decedent to administer his goods.

This is the origin of administrations. the statute 21. Stat. VIII. authorizes the power of the ordinary to authorize him to grant administration to the widow or next of kin or both at discretion. I the friends of the deceased of inclusion, who has an election to accept neither or either.

But still after the payment of debts the officer
Decedent.

but the estate of the residuary till the 22d. 23. bar. 11. comunally, called the estate of distribution, as
planned & enlarged by the stat 1 for 11, by which the
administration may be committed to make distribution to
the amount of lien of the residuum of the part
of debt. Hence by the stat 22d. 23. bar. 11. it appears
that it was obliged to distribute the residuum of the
estate to the next of kin. But the stat 23. bar. 11
traced, that the stat 22d. 23. don't extend to any co-
oraet estate, that die intestate, but that there
may demand & have administration, of their right
and credits, that other personal estate, I proved & enjoy the same.

But if the W. was executed to another, then as to
grant, she has in that capacity, administration must be
granted to her next of kin.

Hence in the stat. 22d. 23. & not in the 23 the question
may arise, which may have the W's panel pay of
at the first of her debts, the next of kin or the W.

and also which shall be able on her death, furnished it in real absolutely settled by the stat 11 bar. 111. 5 23.

Hum. VIII as the stat 22d. seems to simply, by affirming
the right of administration to be in the W.
Descend of Real Only in Bug.

The descent of descents according to the custom brought void, particularly to be known in the state of A'y than in the union, the state not having made provision for the youth, leaving I beyond it, but leave the state to be distinguished according to the likes of bug.

1. In the descendency in the eldest son excludes all other children of them is nor nor the daughter's infant together is nor cohenocene.

2. If the eldest son is dead leaving issue the female, it excludes all other relations.

If the female descendant from the estate now ascend, we well them same dismiss the ascending law.

In the failure of female descendants the estate must descend to the next kinwoman of the whole blood of said kinwoman is of the blood of the joint acquirer of the estate, that is to say if the estate descended from R. the father to P. the son, then his issue can take it if it came from R. if his grandfather, then it admits under W.

But when it known to descend from the father side it can ascend to the mother's reception, then if a person joint acquire an estate it is not to be known of the collateral line, but the relative in such a case supposes it to descend first from the father side second from the mother side in the following succession wise.

1. it supporting it to descend from double the father of the intestate his descendant.
being extinct it returns to those of Solomon his great-grandfather—these descendants being dead it returns to those of Solomon the great-grandfather which lies in the great uncle's blood, the blood of the uncle is extinct altogether—thus much the natural line of the father is if no relation of the father were to be found the most reasonable, i.e., bastard or unnatural, in the father or former then the scheme from the uncle to have descended from many fathers, succeed them in the natural paternal line that extends this in the natural line.

**Cases Distinguished.**

1. If I died leaving son—d. B. A. N daughter—c. D. A. the estate now excludes the whole.
2. If the marriage d. A. daughter c. B. being dead C. excludes all others.
3. A. B. are both dead without issue—B. D. take together.
4. If is dead leaving c. X. Y. son—d. x. daughter.
5. take what his mother would have taken together.
6. D. X. Y. is dead leaving daughter c. X. Y. M. then to be together as companions what their mother would have taken.
7. D. X. Y. is leaving his estate gave to his brother of the eldest blood the eldest excluding the youngest till all fail then to the sister together.
8. No brother he leaving the estate goes to uncle next in the last case.
9. No brother he leaving the estate goes to great uncle.
10. No father brother, next to the father's maternal brothers.
11. No great uncle leaving it goes to the father's paternal father's brother.
Descents.

10. The stripe one who deceased the estate goes to his path
our mother's brother.

11. If every one else is dead it goes to the mother's
maternal line.

12. They all being dead it goes to the mother's ma-
ternal line.

The estate then proceeds.
Alienation by Deed.

Alienation of real property is in two ways—by operation of law by deed.

When property is transferred by the owner in fee simple, for life, or for years, it must be a deed or at least a written instrument, the estate for years need not be created by deed, but it cannot be by a written instrument.

In some places too much power that deeds should be recorded—in others, it is not.

Formerly, lands were conveyed by Henry of manumission. But the inconvenience of uncertainty of the owner of manumission, induced a change to that of deeds—by which change the delivery of a deed was substituted for a delivery of the land.

The stat. of frauds requires that every agreement affecting convenience of real property should be in writing.

The copy of a coat to convey amounts to the same thing as a conveyance. For a breach of such agreement, a man in a court can merely recover damages—but in the case here, it will be denied. The fact is here considered as belonging to the commoner, if he dies it will devolve to his heir.

History of Alienation by Deed.

Originally when our forefathers came into land they went to such thing as abiding lands—trees removed for firewood by the traveler, they being never a right in the soil or further than an estate to improve it, so that they were simply tenants at will. But in course of time they came to be granted for years with the condition of faithful service, afterwards for life.

This last practice gave rise to the title that land granted to
Mention of Deed

A man, in time of continuance being Spendid, should be continued into our estate for life; this being the greatest estate that can be conveyed. If the marriage is that a grant must be to her most strongly or the grantor.

But at least real property may go to a relative of his heir, i.e., to his son for life; then to his descendant children; descendants, to the remotest progeny—still, however, no more could arise.

But now, after this, the usage for nuissance, covering men of lands being occasion to convey, a way was found for which the individual might declare off the party he had acquired as contrast-distinguishing somewhat what he had intimated. The next change was liberty to alienate all acquired property: the heirs current. Then came the statute by which the heir might convey to his acquired party—but if he were to him and his assigns, all. Another step towards unshackling conveyance of land was permitting one to sell a 1/4 of unlimited estate. By the statute this provision was sanctioned, or another provision added: The statute made clear, ch. 3, 1st, that there was power to convey half of the common to his heirs; by the statute, ch. 4, this provision was abandoned, all real property might be alienated on the day of the death. By the statute, ch. 5, without paying a fine.

By statute 19, ch. 1, on which was founded all our laws pertaining land for debts, half of a debtor's land may be taken in execution. I said to satisfy the demand of the creditor. In this country the value of selling land for debts is not the same as selling—there the finnible.

Who cannot alienate

A man, while parties of these can convey—the he can alienate; whoever he—then the object of this R is to prevent contention.
Hence conveyance may be made to the meme or benefit for the quick the dispute. This is by a principle of the B. D. 
not as has been sometimes supposed by the state. Here.

Remainder. If remainder can be solid for during the continuance of the particular estate the remainderman cannot be.

In long where attaint of læsson can not convey — if in this country party is not perpetual for prince.

Another class that can't convey are non-camels' robbers — under which are included jacks, lambs, if owned all perso.

sons who have no legal capacity to transmit property. In
the reign of Ed. I it was not defective, but what the case of a
person for person of this description was said—par le sta
ta in their regular, to have been so deeded. Subsequent to this
harmone there was a change— but in the reign of Ed. III it
was finally decided, that one who was non-camels' robbers
could not himself plead such want of capacity, to avoid a
court. If the reason given is that no man shall be allowed to
putify himself. This of course unsatisfactory— for him can
do it.

In case of this kind a commission was issue to try if the
commission — which is in reality the man is if indeed it them
self. It is usual harmone now from the alms general to file
a bill in chancery to try the question of the husbandess society.

So Mere.Therefore that this is not as sensible B. 193, 9th 191, Book 1. 91.

4. 153. 1. 12. 193. 10th 100.

There is one species of unchelt anything, an intimation which has
little intelligence granted it, if the reason is because a man things
Alienation by Deed

It shows itself—Hence the & L. H. Holds the estate of a drunkard, man binding—tho. in being, if one knows it, another man
I induces him to make an unreasonable bargain, the drunkard
will not be bound by it. If the reason is to favour drunk
men, but to preserve fraud—But there is a principle in chas
that goes still further—no man may take undue advantage
of another's situation—so in this case the drunkard is not
bound in the abovementioned case as he is, if it be in com-
cases where he is bound into unreasonable bargains.

Men are not under their coutts. J.R. thinks there is gen-
eral usage within those courts.

But those characters can all of them hold only if it comes
to them.

In Eng. a married woman by jointing with her & can con-
vey freed, but free on com. reason—In this country by join-
ing with him she can do it in the com. way—If she com. by
free without his consent, she may disagree to the rite—but
if he neglects to do this, she is bound by it—A married woman
has no succession.

Women under laws are not they have in general no privileges,
& are under no security, she not bound by their coutts, they
being useful by doing is valued in consequence.

Akins tie to can come land—If the reason given is that
they can't hold it—But if an alien purchaser and party
of a man, the purchaser can retain it. If any alien
purchaser is given to him by grant, he will hold it in all
the words—If it extends to his heirs, they will still hold it—
The reason why aliens are excluded from the func-


of real property is to convert them engaging in agricultural purposes—hence he cannot take a farm, etc., etc., if he is a friend or tenant, himself is a house, shop, garden, etc., etc.

Rents could not permanently convey, tho the b. now stands, they can.

The Requisites of a Deed.

A deed is a writing sealed and delivered conveying an interest in lands.

It must for a good or valuable consideration—a good consideration is love affection, etc.; a valuable consideration is money, etc.

Good consideration deeds cannot affect courts, for the maxim is a man must be just before he is beautiful. This subject is almost inexplicable. One explains it as well as any one who has made the attempt.

All agree that good deeds of conveyance are not good without a consideration, but when executed they are binding.

So that if lands are conveyed without a consideration, the court will not validate; thus principle applies equally to learners. It had its origin in the civil wars of York and Lancaster, at which time laws customary for a man to convey lands to another for his own use from this state of society, among the p. for taxes presumed that if in a case of lands there was consideration, the conveyance was not to be for his own use. Carving the statute, the statute of 1279., after the introduction of the statute of uses, that the sale was only to return the amount.
attachment by deed

The entry cont'd thins must be a consideration personal or real.

As to that when the cont is not writing, if a consideration is expressly in it, conclusively that there is one— for personal property can never be admitted to deny it— still however, if the writing shews of itself that there is no consideration, the cont may be declared to exist, the cont is bad, if it may be avoided by demurrer. But on the other hand, if no consideration is expressly, personal testimony may be admitted to show that there was one.

In sealed instruments, where no consideration is express'd it is unnecessary to show that there was one, for this is always implied in this an account of its solemnity. The magnitude of the consideration, the seal does not shew— nor in it may shew, that it should, for this may be proved by heand—but if this is not done & the seal alone is sealed on, the damages given will be severely reduced. If it of any will not even half a penny for such a cont. So in land, you will recover the whole sum of $1 a thousand pounds. This depends on the force of the declaration— in form to an action of debt & the whole is recovered— in court & adjourned table recovery is bad. In a sealed cont whether contract or bond, if the consideration is shown in the instrument, to be good for nothing, no recovery is had. For the the seal supports a consideration, if this fermentation is sealed, in the instrument, the seal will not give it effect. So on the ground the legal title passes. A corrupt consideration may be found corrupt by proof.
Alienation by Deed

If the deed is fraudulent or it respects another still to binding between the parties, A, who owes B, 500£, gives him a deed of fifty month 100£ A owes to him money, none this conveyance is not binding on the tract as it respects other entries for the 1 regress them as a fraud, continues the party as convey to B in trust for A, the two binding between the parties.

If the deed is "actually" or contract, distinguishing from "legally" void, it is not void as it respects either subsequent or future contract entries. If "legally" void, to binding us all but fraudulent entries. The reasons may there costs are good between the parties in that policy requires it.

A deed not fraudulent, but, having none except a good consideration, in void; its fraudulent to other entry good to them.

The consideration may be a full & valuable one, if the costs good. If making money & having his own will take his money, gives to B, telling him his situation, & desire to sell it crave, & B pays him the full value of the land. And some away, and the entry can take his duty from B, on the ground, that he knows of A's situation, & informed him to close the conveyance in him.

Fraudulent conveyances are good to the grantee, his heirs, & his devisees. But this is not understanding to bind the entry from making use of the party thus fraudulently convey to discharge debts, but merely to prevent his taking it to pay the heirs & legatees, this applies to fraud only. It makes them liable for debts, thus if it thinks it of mutual with the entry, whether or not he will do this.
Alienation by Deed.

A disputed question is, a fraudulent grant is void, if the fraudulent grantee convey to a bona fide purchaser, is the land still liable to the cotter of the original grantor? If it was true to the fraud, it would be held unequivocally—If it was not, it still thinks it would. As the house that the bona fide purchaser has equal claim in equity with the cotter of the original grantor, but in answer to this argument comes the statute of frauds in evidence, prior to the cotter, action set in June—I think this no construction which destroys the effect of a statute—Now permitting these purchasers to hold on the common那么多, no construction defeats the statute in fraudulent conveyance; for if the first purchaser sees the land in danger, while he is, let him, he has only to convey to a third person, if the statute is defeated which makes advantage from his own fraud. A sells, sixty-four, thirty, to B, 61 B conveys, honestly to C, now those who say that the claims of extenuate to be defeated, against that I cannot have sold the sixty, myself, I ask why B should not do it as well as I. This answer is that the A might have sold for a sufficient consideration, B cannot take it fraudulently, because by such sale, the his sixty would be incurred, it would not. A could not sell until his estate received as much evidence from the consideration as it did domination, proved to have been of his land. And too that B may be brought to pay thirty, I compare to say the sixty, 1-4 the amount from there—But the cotter in no way, for the latter counsel a view to change his estate but in the solitary instance of the做不到. If sixty is sold by.execute that is not the statute and, if sixty is sold in a market count the money in a case—The reason of this day, I. B. is public policy—Fraudulent loans in the hands of third parties who are innocent are void.
Further requisite of a deed. To so that the deed must be written on paper or parchment. The J.P. doubts whether any writing on something else would now be good. Vol. 3, p. 6.

The deed must be written, the reason why this came into use was that when deeds were first introduced, manuscripts were not written, they could not be signed.

At b. k. signing was unnecessary.

It must be delivered. The enquiring here instituted in how the grantee got the deed with the consent & intention of the grantor. There may be a formal delivery of the grantor; that is, v. 2, Roll 25, p. 195, p. 102.

The grantee's name on the deed is good evidence of a delivery. The thing may be verified.

Can a deed be delivered to the grantee as an evidence? J.P. thinks it can - for in his opinion the grant deed is forever, and not at all. A true certificate act, to be found at the time of delivery, as the part of security, and the delivery of another deed may be required - yet in this case there is no delivery till such certificate act is done.

Vols. 23, 24, 25; p. 17; v. 8, p. 77; p. 17; p. 89; p. 94; v. 14, p. 63; 2, p. 31; p. 17; 1, p. 25; 2, p. 26; 1, p. 96; 1, p. 120.

A deed need not be signed - the P. says it must be written.

A deed need not be signed - the P. says it need not unless some person concerned who is blind or can't read makes it to be done - in such he thinks it must.

A deed must have two witnesses in some states, but none are necessary in other states. In states where two witnesses are required, the deed must be signed by both parties and acknowledged by the creditors. If there are no subordinates or witnesses, the deed must be proven by other documents or sworn statements. If there are any witnesses, they must be present if within the reach of a subpoena. If they are not, others may be called for the purpose. The maximum of the b.d.o. is that the best evidence that can be produced must be read.
Alienation by Deed

to B be given to his second—still he does not hold for he knows of the conveyance to B & the object of the is to save three parties from harm, who are ignorant of a former conveyance.

A reasonably time must be allowed to man to get his deed recorded.

As to delivery to B that if a person who has now facility delivers a deed & afterwards obtains capacity & delivers it to B not good. The reason of this is that when the first delivery was made the capacity of the second delivery all the happening of same party refers to that B is of course void.

Suppose a person not having capacity delivers a deed on consignee but afterwards obtains capacity & delivers it, it is not good. The reason of this is that when the first delivery was made the capacity of the second delivery the happening of same party refers to that B is of course void.

Suppose a person has capacity, but labours under some infirmity as delirium. Delivers a deed & sells the conveyance is purchased and delivers it, it is not good—because its reason is, its too much to tell, or perhaps because the state say the deed of a delirium is void to all intents & purposes & of course can't be made good of by any subsequent act. In the same with an escrow. 60. 5th. 1st. 16th. 3. 31st.

1. 30th. 166.

Part of a deed

The parts of a deed hardly need mention—Deeds certain except of 2 kinds by & for one of wives & another of woman
Alienation by Deed

There may be an expiring quitclaim settlement. In a case of seisin, if the seisin has not ceased, an action may be brought immediately—on a conveyance. It seems clear that the words in equity—now the nature of this conveyance is to occur in equity. The buyer in all claims demerits the suit but their suit in equity to protect him against claims—but only in legal claims—

In this suit the grantee or seque must give the guarantor notice. If he does not, he cannot sue. In the suit seque in the grantee. But if he does not give notice, the grantee can recover over the grantor at all events. Under all circumstances, for if the grantor must defend, he cannot

The course of notice is to send it to the grantor, or writing notarizable to it, stating to him the case.

But claim deeds are hardly touched on in the books; they have no suits. As to how ever that if the consideration of any contract fails, the money paid may be recovered. Still this is to quit claim deeds. But have a difficultly, tussling, the man who sold does not perhaps abate the full value of the land on account of his doubtfull title. Here there is a bargain in which there is a harassment. If the purchaser after having lost ought not to recover.

—but if there is no sort of harassment, as if the vendor had no sort of claim, or title, the purchaser ought to recover.

Who has a right to sue when the grantor dies? Some courts are of the view with the land, go when it will. If the death of the court is during the life of the conveyance, the death of the court—sure—but when after his death, the time to whom the land & court go, giving the action. 2 Kent 92. 1 Bell 590.
Affirmation by Deed

If however the covenant don't run with the land the suit

vers. 1 Kent 176 334 2 Lew 26

If the covenant of seisin is broken as between A B C
the covenant dies. A having had no title to the land,
B or extra must bring the action as A for the com-
and one that does not run with the land - he is a free
contract.

Suppose that B has land to B for twenty years, and B
engaging 20£ per year before the expiration of the 20
years. Does B then acquire the rent after the death
is brought by the acts of A, because the debt fell due
before his death. If however the land devolves to B, as
here I went then becomes due, the heir must bring the
action - this is a covenant that runs with the land,
whenever owns, this has a right to the rent.

A night of rain is attached to the land, is a covenant that
runs with it - A night of rain in of the same descrip-
tion. If somebody the owner of the land is injured by
an obstruction to the water - he has his remedy as the
aggressor. 1 Chalm 120 6 17 8 Litt 342 1 Lew 129 1 Tal 317

Who is to be sued when the covenantor dies if the covenant
has been broken? By the t. d. deed is a specialty - if
the covenantor having bound his heir, extra & assign.
either of them may be sued. The reason of this is
that the heir is bound by specially duties, as far as
he has agents - while in debts of the solvent his
not broken.

In those states where the land that goes to the extra-
runs on of by him to pay debt, the judge thinks
that a new entry could not be had as the heir - for
the forty ninth real year first comes to him until
Allegation by Deed

all the debt, any had by course to demand nothing
from his ancestor to satisfy those claims.

If party is disposed of, that a feast goes to the heir
which enough is left to the sale to pay all the debts,
but the excess, if excess, claim in free is the heir will
be allowed--for no valuation, of which circumstances
in the heir, can have his claim allowed before othertise.

Every quarter who comes with a covenant that runs
with the land, is liable to the subsequent grantees let the
land has three men or many hands. Thus if A grants
to B in a covenant of warranty, B to C. Here the
last grantees may sue any one of the preceding grantees
—but if the covenant don't run with the land, because
we are sure but his immediate grantees.

Doctrine of the liability of the assignee of a lease. Now
A has land to B for forty years, with a covenant of quiet
renewal or something in their stead. B assigns to
to C. Now under certain circumstances, C is as much li-
able to A as to B, whether it is named or not. In every
instance to lay B under this liability, it is necessary 1st
that the covenant should be one that runs with the land
2nd that it should be something relating to the premises
and the thing about which it is covenant should
be in existence at the time— as to require a house then
in living on the premises. The ground of the liability
is not the covenant but the enjoyment of the land. But
a covenant that B shall build a new house or not liv-
ing the same case. It is a condition of the warranty
of B, this night is the only additional security. Because
if any of the cases were the want runs with the land is created by the
covenant & is convenient about the land B is therefore liable
for it. 4. 605. 23. 6to. 1, 509. 51.
Alienation by Deed

In all these cases B is bound, although he is not

Second, when B is bound when named. When B binds
himself & his assigns to do some act as the promisor, B
is always bound, unless the consent is broken infran-
to assignee to B—then he is free from all liability.

Suppose B has consented to build a house in one year. After
the time has expired, the act being then undone & the con-
tract broken, assignee to B—now I can't recover in B's
favor, he did not purchase B's liability to satisfy a bre-
ked covenant, & B. can't recover case. B. has neither case.

If A lends to B & B consents to do some collateral act, as to
go to Hartford, his assignee is not bound.

Infran. covenant. Suppose a deed of bargain & sale,
rays some grant bargain, sell, lease, etc. & entreaty
make any covenant—here is an infran. of seisin
on which an action may be brought. 4 mo. 80. 6th 9th.
2. mo. 91. 1st 61.

In this case it plain & reasonable that there is a
contract of seisin—but the contract extends to quiet
enjoyment during the life of the grantee & no fur-
thin. 60. 1st 9th. 50. 1st 16. 24. 50. 6. 7th.

Different Modes of Conveying Land

There are various modes of conveying land—the only two
are trust & devise.
Allegation by Deed.

Land and goods convey all things of a permanent substantial nature—unless therefore the thing is used in a deed, then it is not only a transfer of the soil, but of every thing attached to it as houses, tanks, etc.; this is all done by the true land for me, for every intangible is est quasi ad coelem, of course then if anything is intended to be removed, the instrument must be executed, which may happen in course. Thus true houses, mals, gardens must be named on the go with the land. As cases of possession exist is the matter meant to be understood party will not pay with the proceeds the not expressly mentioned, 20. Sect. 153, 5, Wall.

So also is the exception to the grant, it is not good—so if A makes a house 18 of a piece of land of a house except the house, the exception is not good. 2. Boll. 153.

As conveyance of lands, which are originally good, may become bad, by some subsequent client—no reason to interlineation. The law on this subject is, that if the instrument or deed is altered by the party holding it, the instrument is void—is of no consequence whether the alteration is important or not—for the object of the law is to prevent all tampering with written instrument—But if the alteration is made by a stranger, it must be inopportun to render the written void. It will not be forgery simply intended to prevent justice. 11. Boll. 25.
Alienation by Deed

By the b. & c. if the real was conveyed off by deed, after the land was mortgaged by the grantor, the deed was bad - if B thinks, however, that this would not be so decided at the present time in view of the justice - Hall 60. 5 Co. 27.

Transfer was a fee simple conveyance of land by the delivery of something belonging to it, as a thing - a bill of lading, the deed, draft of a bank, or without writing - as a token of the transfer.

Another species of conveyance was by gift of an estate tail - this was by deed.

A third kind was a grant, whereby, by deed, one in consideration undertook to convey.

A fourth method was by lease - this was either for years or for life - in these conveyances there must be a description of the land, the no technical knowledge necessary - if the instrument appears as broad as literal a construction as a will.

A fifth species of transfer was by a deed of exchange - him one man charged his land for another.

A sixth was a unit of partition now in use.

The eighth is that that is worth mentioning was a deed of release. In a manner of the b. & c. that rigorous, that man in his paper of land, having a legal or equitable claim to it, he may take a deed of release from any other person. Thus, if A holds lands of B as a tenant, B may convey how his title - if however B seems to attempt to dispose of it to another with assurance, the conveyance would not be good - this regulation differing from the doctrine of rea.
Alienation by Deed

There was even consent as real estate, i.e., land described as habitable, the not susceptible, now subject to demand or covenants, now liable for debts.

If the person improved for the use of another, does the jury it does not help unless the purchaser was ignorant of another man's claim to the use.

Thus, even more made liable by statute, a debt, for forfeiture &c. At least by statute 27 Hen. 8th. men liable on the same ground with other real estate.

After this last statute the doctrine of now became invalid, except so it gave rise to conveyances by lease & release, by bargain & sale.

Bargain & sale is a kind of real estate whereby the

bargainer for some pecuniary consideration, bargain & sell, that is, contract, to convey the land to the bargainee; & becomes by such bargain a trustee for, or mind to, the use of, the bargainee; then the statute of use completes the purchase; or as it has been well expressed, the bargain first vests the use, & then the statute vests the title. 2 Bl. 335. See for 696.

These deeds of bargain & sale to last a year, must by statute 27 Hen. 8th. be made by indenture, & conveyed within six months. In one of the cities of Westminster hall, or with the center voluntarum of the county. 2 Bl. 335.

Lease & release.
Trust estates came into use to make provision for some idiot, lunatic, &c. Thus suppose A gives an estate to B to hold in trust for the use of C. Now C of the trust may decide that the trust goes to B—i.e., they have equity to determine as they please. *Dein. 115.*

The statute speaks of those seize to the use of another—now seizure consists near certain. If there A gives jointly to B for the use of C for an hundred years, C has only the use. *Dein. 163.*

Trust estates are to be enforced in all respects.

They must be executed with the same solemnities as conveyances of other kinds—the conveyance cannot be by feoff, but must be either by deed or will, which must be executed with the usual solemnities.

The parties of trust estates are in general the same as those of other estates.

The party who trusts may devise his trust, or alienate it on devise it.
Alienation by Deed.

If a free covert has a trust estate, but it is under the law of the land to be held by the owner, then if the owner, the heir, entitles to owner, this decision J. B. thinks,
to be a hardy one, that means the property of the

If I suppose that if it were to arise in any state of the union where it is unsettled, it would probably be removed, the decision was bad in effect.

Astrust estates are payable to the person, if in cases of felony, civil loss to the crown, whereas other estates go to the crown for one year and then to the lord of the estate.

If the trustee, professing the legal title, sells the land to a bona fide purchaser, the purchaser will hold—such an estate can only exist in perfect—on it, namely, happens that the trustee professes
in the land himself, and the deed of one different hand
I. In this case the vestry, as trustee, very often unless he

If in recording counties where all titles to land are known it never can be true in legal explanation, that a third person is ignorant of a trust.

An estate as trust can in general enforce the legal title to land from the trustee, in a ct of equity.

To true, however, that if A makes B trustee of land for B, with a manifest intention that he shall retain it in his hands, and manage it, for B, who is not perhaps put to transact business, for himself, on account of his being an idiot, unable or the like, cannot in no way get his title. But when thing is no ground for presuming such intention, the estate
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que trust always can obtain. Thus, if I make B
trustee of land for the minor son of B, when such
son attains full age he can always obtain the title.
1. Saunders. 495.
A Title by Lien of Execution.

At common law the debtor was living there was no such thing as taking land by lien of execution. But the rule that a contest of levying or seizing might be upon the condition of satisfying. If he had forfeited his goods it might be removed upon the transfer of the goods. If he was seized of the goods, it was bound to render the goods to him. 

When the debtor was dead and his estate became liable as for debts of a certain description, as strictly a real debt. When however laws were taken for him, the fee was not chargeable but the land was appraised off to the court at an annual value. The time held it must stand for his demand was satisfied. If it then reversion to the use of the debtor. This was called extending the land.

In this country the law upon this subject is regulated by various states. The states that compose the central section of the union, subject all the lands of a man whether living or dead for the payment of debt. This is affected by the laws of the execution of the land itself. The court then elects one person the debtor another. A trustee is chosen by some justice of the peace or in some the trustee neglect or refuses to make a choice, the justice chooses two, all of whom must be present; living in the town where the land lies, who go an appraiser the land, and the title is transferred to the court from the debtor.
If after this the debtor refuses to give up. the
mortgage has been recorded in a writ of ejectment, which
must be in the hope provided his execution is
more delayed.

In the middle state the land is treated as a chattel
& is sold at auction under a writ of vendition ex-
ponsore.

Where the principle of the E. I. all tracts are bound by
the judgment i.e. the owner cannot convey after judg-
ment for a term in their evidence in favour of the inte. But
in these states where there is a right to attach upon
some person, this A. can hold.

When a judgment is obtained not for a debt, but upon
a writ of ejectment; to recover the land itself, the
writ is not only conclusive upon the debtor, but upon
all third person. If any one who may be in hope
at the time, will be turned out in favour of the
debtor.