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21, 40
40
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End of the whole Course.
Municipal Law

The word Law in its most comprehensive sense, signifies a rule of action, prescribed by some superior and is precedable of all kinds of action.

By the Law of Nations is meant, that Law which Nature prescribes to Nations or Sovereign States, from natural rights into human constitutions. But Municipal Law, of which my present purpose to treat, has been defined. "A Rule of civil conduct prescribed by the Supreme Power of a State commanding what is right and prohibiting what is wrong.

This last part is Sufficient; and is different from what is called Natural Law, which is a Rule of Moral conduct and is binding upon the whole human family. Whereas Municipal Law regards its subjects as members of a Society or Community, regarding only those rights which arise in Society. "Pac Civile est, quod quaeque Populus sibi constituit (or better) quod quaeque civis Populus constituit and hence the difference is. Municipal Law is a Rule of civil conduct—Natural Law, the rules of moral conduct.

This Rule to correspond with the Definitions before laid down, must be Permanent, Universal and General.

By Permanent is not meant Perpetual, and Immutable—but that it is a constant Rule and not an occasional one, continuing either indefinitely or for a certain period of time.

By Universal is meant that it is General in its operation as far as it extends.

By "Universal" is merely meant, that it shall be General in its operation as far as it extends.

By Universal is merely meant, that it shall be General
within its own limits, for local Iluges in Laws which prevail only within one part of the kingdom, may constitute a part of the Municipal Law. 1. Bl. 44.

Retrospective. The Definition requires, that the Rule be formulated, and yet it shall not be retrospective, by which is meant, a law which affects transactions which took place before the law itself was enacted. But there is a material difference between a retrospective law and a retrospective law, and these laws are deemed "Ex post Facto".

3 Dale 349. A Retrospective Law is any, which relates to Civil or Criminal Cases, which has a retrospective operation. Where a "Ex post Facto" Law is applicable only to Penal Laws. Retrospective is a genus of the "Ex post Facto" i.e. a species. The latter are always Penal Laws.

Constitution of Law. This forbids the legislature of a federal State, passing any "Ex post Facto" Laws. By Art. 1. Sec. 11. This subject is well explained in 3. Dale 386. 397. This Rule must be prescribed by a Supreme Power of a State, by which is meant a Legislature, or a dominating power, and no power necessarily involves the right of this repealed. 1. Bl. 46. 90. Bl. has laid down Rules as to construction of Laws. 1. Bl. 79. 61.

Construction of Laws. First words are to be understood generally, that is their most absolute signification. Terms of Art. 400. to a interpretation of them by a learned in jurist or in C. L. Juscenti "Quidquid in vto Arte Credendum est" 1. Bl. 59. 61. 4. But 14. 6. 8.

Second. When words are ambiguous, to borrow to consult, y Credit and may establish their meaning by their connexion and also to compare the Law to other Laws relating to the
to y same. By ye modes wrote "in bo" others, are often so rendered clear and intelligible.

Third, words are always to be understood with reference to y subject matter. Fourth, effects and consequences of different constructions are to be regarded.

First, The last, and that wh is "bibil or omission" and to wh the foregoing are subordinated. i.e. that a reason and point of y law is a Law itself. The point ration how effect deal of a maxim of C. Law, and (with a exception to y Penal Law) when discovered coincide in all questions of construction. The reason and Spirit of the Penal Law may be consulted to take a Party out of Case, but when he is without the letter, he can never be lost within the Spirit.

From ye great Cardinal Rules, one, what is called y Equity of y Law and its apparent yt no other construction can comply with y intention of y Lawgiver, for its seydent, that yf Common and Spirit constitute y course of y Law and not y Moral Equity in its common acceptation. Co Lit. 34. B. 1. Bcl. 62. F. Bcl. 437.

Municipal Law is divided into Law Scripula and Law Scripta. The Unwritten Law include not only General customs, properly so called 18. C. Law, but also particular Customs of Certain part of the Realm and likewise those particular Laws yet are by Custom observed only in certain County and Dioces, dictating 1. Bcl. 63. 67.

The C. Law is written and is synonymous with y Unwritten Law, but unsupposed for such is only a branch of the Unwritten Law. wh include three branches. The C. Law.

Local Customs - Particular Custom or Laws.

The Unwritten Law is a Genua of wh & C. Law is a Species. The Unwritten Law is so called, because its origin...
institution is not set down in writing, like an act or edict, it does derive its force, from an authoritative writing, record or code, but from immemorial usage, "whereof no memory of man remains next to y Century". 1. Be 64. 67.

The first and most important branch of y Unwritten Law is the Common Law, "which is defined to be "Rites of Civil conduct" founded on General Custom, and extending throughout the whole Realm or Community: as contradistinguished from Local Custom, or it is called Civil Law, either to distinguish from other Laws as for Cannon, Civil Laws, or because it common to the whole Realm: it mentioned by Edward the Elder after y abolition of PRincipal Custom, and by Alfred.

Customs, as the foundation of y Common Law, must be immemorial. A custom to be immemorial must extend back beyond y time of y Custom, which in Eng is dated from y accession of Ethelred 1st (1013) so that no Custom but y effect of Laws, ni it has existed without interruption from y time, but y positive rule regulating y extent of Legal memory cannot apply to his.

But if y Common Law be immemorial, where is it, or any branch of y Unwritten Law to be found? Be answer, y inquiry is: yet it is to be sought for in the Records of Eng of Justice 1. Dec. 63. in books of Cases and Judicial decisions and in the Treatise of y learned Sages of y profession. 1. Be 68. 2. Be 31. 3. Dec 69.

These don't, per se, constitute a body of y Common Law, as y Rules of Parliament do or any y Statute Law, by if these were y Laws, it wld then be another Law and a Judicial Decision could as more be questioned or questioned on a Statute. But y Custom is contradicted by daily experience and there is no impropriety in overruling them, but they are "Prima Facie" Eve of what y Law is, and always have been so considered. 1. Be 63. 76. 77.
These laws were expounded or ascertained by y authority of, &c. by the
judgment, or deposition, and oracles of y law?

By y term "President" is meant a former judicial decision, any point in question and is only that of what y Law is. It is a Gen Rule, however, ye a President must be followed; in y present order, or flatly unjust, and not to be overruled, merely qua reasons of it after discovered. It is authoritative
and binding, in shown to be absurd and unjust, and he who objects the y President or law of it, makes y"nus proinde" or himself and must show its fallacy, absurdity or injustice. In y o country we have a night to overule all determination going law, yet are clearly unjust, but further
y n o nd over-runs y whole system of correspondence. This is no indispensable to y preservation of uniformity in y system, yet I Ball says "stone deceives" et non quita moveri is y most important maxim of y law.

But how did y law come into existence? In betw of fact, it was built up by y supreme Judges of Westminster Halle. They were in fact y lawyers. This theory may seem not to answer y objection naturally arising out of y definition. "It is your Power or wanting," but y answer be ye is, Gen usage sanctioned by adoption, for no number of it however able they may be, can administer justice without y aid of Westminster laws.

There are many declinings of y law, wh ye point have originated, only ye succession of Richard II. 1189, y declinings of bony
ly or y was introduced in y reign of ed, and indeed, y precedent y law was never fully understood, till y time of Lord Mansfield.

These declinings, in new cases, then, do not create law, but merely formulating it. They are only regarded as facts of what y Law in memory and use, and not have been declared y same rule y question originated before y time of Lardhard.
The Unwritten Law by itself would never in furnish a complete remedy to all cases. It would require some other means, and to be called upon to carry it into effect. It is necessary to make an unwritten Law "pro re nata" to adopt one. I will illustrate you by one example.

Suppose your unwritten Law unknown, and a breach made giving a person remedy for an assault and battery, now a proceeding must be devised to carry it into effect, since there is no knowing how your remedy is to be recovered.

Suppose it be provided for a recovery by action. The question then presents itself, what is an action? It says. How is it to be defined? It is a trial to what is a trial. What are the things more provided for than any other things more provided for? What are the things more provided for? Indeed from your commencement of Moore by return of final process, with an unwritten Law made or established, as they proceed, y entry never regularly administer Justice.

Informative to the view has a fact been; all entire branches of Law have been lost into existence, long since Richard II, and are immemorial, because they are acts of what is immemorial. Rights of perfect obligation now are, and what they have always been.

Particular customs are one vestige of unwritten laws. They are local usage, met common throughout y whole realm; Italy, but certainly in more limited. These in Eng. are probably; they remain of the primitive custom, out of which we must select by what. On these and any particular customs in y. I. is doubtful.

Particular customs are not, regularly recognized on law of justice, as they are not presumed judicially to know y. not being Public or Gen. Rules.
...When such is to be made a ground of claim or defence, it must be specially pleaded. It must be either declared or pleaded, and its existence must be proved, as a matter of fact. For this duty, like other matters of fact, may be determined in y cause counted. \(266\) recorded, in y question again avails, in y case, my further enquiry is precluded. 266.

But y customs of Gavelkind and Borough are exceptions to y last rule. It they need not be proved, being notorious. 266.

Brought to y whole realm—They must be specially pleaded.

But y customs of Gavelkind and Borough are exceptions to y last rule. It they need not be proved, being notorious. 266.

Brought to y whole realm—they must be specially pleaded.

That Sir WM Blackstone had asserted yt y Law Merchant is a particular custom. The in his first book, he does so call it) seems very remarkable.

But y construction is certainly incorrect, as it is not in any one sense, nor has it a single trait of y particular custom or laws. It is indeed confined to particular subjects, but yt no more constitutes it a particular custom, y law of cabinets, wh is entire to particular subjects, and is exhibited only in y books. The truth is, yt a law merchant, the governing particular transactions, is a customary law, extending throughout y whole realm, wh of itself, though yt it is a branch of y Common Law, yet Land and need not be specially pleaded. 266.

Moreover y Law Merchant ant attended with y incidents of particular customs; for it need not be specially pleaded. Nor tried by y Jury or proved by witnesses. It is however said yt if new cases arise in wh it is doubtful, it may be proved by witnesses. But yt ant to be pleaded to a Jury, to prove a matter of fact. The it has been to say, and I think contrary to principle—but yt it may take y Od of skillful merchants, as be what y usage of these times is when they themselves are in doubt. As they not consult a dictionary for y meaning of ambiguous words.
These cases must be new cases in which law is doubtful.

Dejays it make a particular custom good, or necessary, and necessary regulations.

1. Immemorial.
2. It must have been continued.
3. It must have been possible.
4. Fourth. They must be reasonable or not unreasonable.
5. Fifth. Customary.
7. Seventh and lastly, they must be consistent with each other.

Particular customs in derogation of 6 Law, must be construed strictly. 12. They cannot be extended by construction.

Certain particular laws adopted by custom and not by
in particular, Common laws, Constituted by those laws
by written laws. 12. y civil and ecclesiastical law.

Particular customs are confined to local limits, but particular laws are not. It is immaterial where custom or action arose, provided it is based on one of those laws; in all those laws are adopted 12. y military, maritime, ecclesiastical, and academical in Eng. nor have adopted y civil and

Canons Laws, 12. y civil and ecclesiastical Laws of y Briton.

En ys country there are no ecclesiastical ct. The maritime
Laws are adopted in our Briton ct. not only in its decisions, but its rules of law.

I presume to say, y civil and Canons Laws because one originated for in Eng. but they have become a part of y C\Law by adoption. They may be either by immemorial usage,
where they form a part of y written laws, or y above ct.
or by a legislative act, when they become a part of y written laws or y land.

The C Law of Eng. and y ancient is an "eternal law," a law of y country, but they derive their force by a similar

innovation 12. By adoption or local provenance, for Papal
gt y Civil or Cane Law as SUCH, are unaknon in any
our country; and as far as they are incorporated within Public.
Law or Laws of Nations, they may be here known; but
as y Laws of England they have no more inherent force,
in y country, on a Roman Code and have in England—
They are binding in no other sense; yu y Law and Et
of Eng are binding—ye by Adoption

Every Country's y written Law have adopted toticular candels
of written Law of Eng, and whenever yu is grade, they are
binding by force of yu legislative proceeding and not by
any innate authority they possessed.

They are thus made a part of y written Law by hand,
by y Adoption by usage, and custom of the made yu a part
of unwritten Law. But still as y country was originally
settled by y English, they left with yu so much of these
laws as they existed, as their birthright, nh laws formed
y basis on nh y superstructure of our code of Laws has
been built —

So yu now y Law of Eng is "primae face—frec",
y Law of Every State in y unre, bth quin it was their
inheritance and sanctioned by adoption and immemorial usage.
And hence our Lts cant reject it ni Blantly unjustly, or
inaplicable to y circumstances of our Country, in either of nh
cases. It is clear, nh of America not condier it binding

This then an entire branch of y Law, an bore different
form of our Government, can't apply to us, u tendencies and
our Service nh only exist in Monarchical countries, and
so of those precedent, y binding force of nh, has been much
lamented by y Eng Judges, on account of their Injustice

Every Country must have an unwritten Law, wth nh
There not be a failure of Justice —
A Lts of Justice can't administer Justice in one single law
I doubt if any be possible to reason with it, nor any statute to have a Law of its own; distinct from the Laws of England. This question has been so long and so many, that it is now more speculative than practical. I have no doubt, but yet such a law might have a Custom relating or some respects, and y only plausible objection to y demonstrable proposition, yt. They can't have a custom old enough, to be legally a custom and if we take the end of time, we can't have the Custom arbitrary Rule - But that a Custom must go back to Richard's 3 was a rule entirely applicable to our circumstances, so we have then, not in existence.

The reason is, a Custom law in a sense, for a Custom is, some we have a Law or any respect, different, & objection equal. So plea, if we ad it not be different from y Law as it we not be sometimes in age. That is no more, as saying, we can't, but we can't. But y question is settled by ever y State, having some Custom or rule or y subject from y Law of England.

II. The second branch of y Municipal Law, is y written Law, or "Lex Territor," consisting of its 12 acts of legislature:

1. Cap. 34.

It has been made a question how far y Laws be are binding in ye country? It's generally agreed y an ancient Law is be binding here or if not, because of y Laws of England. The former force, and y reason assigned in y Eng. Books, why any of their Laws are binding on us, is, yt our ancestors kit to

Dow D. 32
1. The 1st parent law as now in existence, at yt time - They consider
38 184 you as their birthright, as did y Eng. Jurists with respect.
Salk 41 it in all their colonies.

2. P/Top
75. In analogy to y Customation, professional men have
determined at laws passed before our revolution or at least before our colonization, are binding, but I agree since our colonization, we are not "Prima Facie," always in so. The rule or decision is made in the reign of either the former or latter of which reign are not even "Prima Facie." Law in ye county. The whole Law of England is derived from ye St. De Bonis.

All actions with found in cases are derived from Motto. The St. De Bonis giving an action to Executors or administrators, in ye case of a tort, is adopted in most of ye States.

With respect to O Law, a distinction between ancient and modern would be a fallacy. Modern decision in derogation of ancient rules of ye supposed O Law, don't make a new law — but only declares what ye O Law originally was.

If ye year books are Prima Facie. O ye O Law of ye country, ye reports of ye decisions of ye Marshfield and others are equally so, for they have only declared what ye O Law immemorially has been, or in other words, made ye application of an old principle to a new set of facts. But ye distinction between ancient and modern laws are perfectly intelligible.

When I speak of ancient law being binding, I don't mean ye are binding upon our legislatures, they doubtless can alter and retract ye as they please, but I mean ye our laws are Prima Facie bound by ye. When ye law, ye whole law, is Prima Facie our Law. But more so we have been enacted since our colonization, and unquestionably since our revolution, are not so even Prima Facie.

In some of ye states, ye body of ye, have been enacted others, certain things by ye legislature, void of ye and Indiana.
Different Kinds of

All Acts are either Public or Private. 1. General or Special. 2. Public Acts are ones which regard the whole community at large. A Private Act, is one which regards particular persons and private customs. The application of yes distinction is always obvious, and apparently plain. Most Public Acts regard the concerns of a whole State literally, as of limitation of bounds and of using.

So when a Statute enacts no person shall do so, so it is public. So for prohibiting certain acts and inflicting certain penalties upon whomsoever offends or ym., are plainly Public. In these cases, the distinction is easy obvious, y so being unlimited. But there are cases of the regarding only a particular class of men only, are Public. Thy relation of ce immediate. The rule of distinction laid down by Locke is, if a class of persons to whom y relation amount to a genus, y so is then Public, but if y Class be only a Species y it is Private. General be distant a genus, et Special a Species.

If y class is to whom y it immediately relates, be divisible into Species, or other classes, it is a Public State, but if y class is divisible only into individuals, it is Private. If then a to be divisible into Species, one d not applies to a class, and y other to a Species, one least is private and y other Public.

Acts are deemed to be Public acts, not y Judges will take notice of, unless being placed, those not y Judges will not take notice of, unless being placed, are Private. So A Act not relates to all y so in y Realm, is a public one, and y words of it are k general. Yet if y intent is General, y so is a public one and kred kens.
A 3d relating to any mechanics is Public, because they constitute a general, but relating to all Blacksmiths, is private, because they are one of a species, and constitute a species of mechanics.

4th, relating to all officers capable of acting in person, is Public, but one relating to all others, a private, for so all these cases, though not composed of subordinate classes, but only resolvable into individuals, and a 5th relating to an individual, or any member of individuals, by whatever name they may be called, is a private statute. But a 6th authorizing all guardians to act in their behalf of all minors, will be Public.

Every 7th relating to King, is a Public 7th, for every subject has an interest in his King, for some reason. Every 8th relating to the President of the U.S. or the State Government, is a Public 8th, for relating to one man, because it relates to him in his official capacity.

8th. Hence a 9th giving a forfeiture or penalty to any thing or state as public, because of any forfeiture to all persons concerning the revenue are Public, for it concerns the public. 10th. Co. 177 4. a. 29. 138.


It is not unusual for a legislature to declare a 12th public in its nature private, and by y nature of y law private. They doubtless have a power, and for y sake of y convenience, often assume it, as it introduces necessity of counting upon any meaning y 12th, whenever action is not upon it.

For a private 13th it must be specially pleaded and proved as matter of fact, whereas y 12th is bound "ex officio" to take notice of a public 12th, with its being pleaded.

2. another division of 12th is, at all 12th are either declaring of y 14th law or remeal of defects therein. 1. Pll 95.

A declaratory act merely declares, what y 14th law is, and always has been, and makes no new law.
Remedial. But a remedial is introduced where there is either of want,
by superseding or by supplying a deficiency of a Statute or
the of Limitation and Brand.

Explanation. So may a statute a distinct class or thing, not taken notice
of by any of the Acts, being distinct from both of former,
and are called remedial. That is, as 85 & 86 Geo. 3d
and n't Explanation, a former State, and which are neither defined
by C. Law nor remedial of such, but form a distinct class.
There are however but few such, most State with a exception

Third

Third. Another coordinate division is of Penal and
criminal St. or Penal and not Penal. This last is also
sometimes called remedial. Remedial is here used by the
Coke, as contrasted whenever from Penal, and it thinks probably
as there will then be no confusion, Remedial, being ante
used as opposed to Declaratory.

Bac. Ab. A State inflicting a penalty or a punishment, from lead, is
St. 6. a Penal St. A St. not inflicting such a remedial St.
Cor. 4. 14, 15.

I will here observe, the word Penalty, as most comprehensive word,
Cor. 4, 14, is synonymous with punishment, but in its narrower sense,
or in common parlance, it means a forfeiture or pecuniary
penalty.

10-

A statute giving higher damages ym are required by y
Salk. 2. 12. rules of Natural Justice, not seem to be Penal, but they
Cor. 4. 14.
1. Mile 125. are not so treated my books, but as Remedial.
as Common B. U. action on 1st. 1. Mile 126. 7. P.R. 259. Bac Ab St. 6.

All the giving costs, are considered as Penal, and so construed.
Salk. 2. 12. for they are unknown to y C. Law and yt is not created
Cor. 19. 22. by first of which was Gloucester 6. Edw. 1, so considered
Cor. 34. ym. Moreover, they are given as a substitute for y old C. Law
4. 31. and ym not only, ym the nominally used in England, is
Salk. 205. substantially abolished.

When y Def pays costs, it proceeds on a supposition yet is made a false claim and whose y Def pays, yet be extinguish formy.

If his right - The old amercement was a Penalty.

An action b'tw. by an individual in his own right to recover a Penalty, is a civil action, mo' y St on mo' it is b'tw, be a Penal one - Thus y St of Euir gives 10 to a Prosecutor for huge - an action to recover gernn, is civil, so is it in use, and if internal acts upon it - Post 45 -

What determines y character of y action, is y form of y Process. If it begins by writ or decription, it is civil - but if by indictment or information, by mo' y process is a Criminal, it is Criminal, and y is great precedence importance, as it regards y rule of Euir and amercements.

Civil actions are Transitory, but Criminal - Local.

Forth - All y are affirmative or negative - it must be determined by a decription, and there's a necessity, if no importance, any more so it may be said, all duties are in red ink or black ink.

Rae Ab St. 39. / Post 83 -

The actions between party and party are civil, those for recovery of a Penalty, it is as much so, as an action for money had and received. Hith.

In Eny every it commences its operation from y commencement. 15. fast day of y Session of y Legislature, in wh it is enacted, in some other time is prescribed for it commencement by a act itself. This unites with y legal fiction, this fiction contains but one day - Act of Justice.

Rae Ab 37. / 38. / Post 31. / Post 38. / Act 38. / 82. 222 -

But y are most often operated repectancy - At the time, this does, yet. Two or, enacted in y same session, and inconsistent with each other, will both be repealed, with respect to reparation, but there is no later session, it is yet y later the point & time, will read y remove "by lande" and y take in y better opinions. - Rae Ab St. B. C. 6. Mid 287 -
This last rule is generally adopted in ye country, and it
continuing for ever, it is a time, when a new statute
be enacted.

Before entering upon ye constitution of State and Empire,
without regard to ye character of ye former dominions, Municipal
Law—ye Town Law is a mere mechanical collection of
Positive Laws, too limited to meet ye vast variety of
Municipal Laws. On ye Contrary, ye Old Law is a combination
of Principles founded in Reason, and so extensive as to embrace
all ye rights of perfect obligation.

It may be said to be a system of ethics, embracing all ye
duties, as well as ye rights of perfect obligation—
Hence arises ye vast variety of ye Old Law, so highly
deserving and surpassing all ye Paragogic, it has been, or
can be pronounced in its favour.

The Construction of Statutes is ye process of ascer-
taining ye will of intention of ye Legislature—
by ye construction of 16. 18 (especially remedial one) there are
three points principally to be considered. First, what ye Old
Law was at ye Enactment— Second, ye mischief or evil
of, what ye Old Law didn’t provide for— Third, ye remedy
applied to prevent ye mischief, hence ye construction must
always suppress ye mischief and advance ye remedy.

The object of ye enactors, then, to ascertain from ye Old Law ye
means for ye mischief is intended to provide—
Thus by 16. 18 of Eliz., leases made by bishops, for more ye
21. ye are void— To find out ye meaning of ye creation of
any other ye is doubtful, ye logical mind is led spontaneously
to inquire, what was ye Old Law— It was to enable Bishops
to make leases for an indefinite period of time. Then what was
of ye mischief in ye— The impossibility of their successors
(such leases have been adjudged good, during ye continuance
of ye bishop in his See) and merely voidable on his death or
removal. The Remedy is intended to prevent ye impossibility
by long leases. —Post 30—22—
The two first are merely important as means of construction; for by remedy is absolution, by Law is absolution— Stat. Law is absolution of y Legislation or Writing, Com Law, is that worn out by time.

The rules of minute interpretation laid down 'n Bl. apply as well to St as to Com Law 1. Bl. 59, 61 Rule Abr. 1. 4.

**Penal Statutes**—must be construed strictly and contra literal intent, and so rigidly has ye rule for prohibiting y construction of Penal Rs. been observed, yt it has sometimes been denied to a litigant, extent. The St 1. Edw. 6th makes away y benefit of clergy, from a man convicted of stealing horses. Stealing I think a horse was adjudged not within y St. 4. Edw. 3rd.

As adjudged not within y St making, apleading felony 2. Edw. 4th. This is merely from y leniency of y Law not preventing y accused from being punished when not within y letter. The true meaning of y Rule then is, yt as y Party accused, Penal Rs use to be construed strictly, be to whom for him equitably and liberally. 

Eg. y person accused is not to be adjudged guilty of y Penalty, when within y reason and spirit of y Law and also clearly within y letter. Theat Crown Law 170, 285.


But thes the is strictly within y letter, he is not to be adjudged within y reason and y spirit. Hence 2. Edw. 4th, Statute does not extend to within. Thought may extend, but to any rule, when within y letter, but not within y Penalty, a person who is not within y letter, if he is within y letter, he is within y Penalty. 1. Hawkins 3. 63, 131 138. 30.

Hence if a st murder, yt whoever did it one so shall be guilty of Felony, for it is clear. st. Infants, Wits and Lunatics, and not be convicted. So this within y letter, they are within y spirit.

As ye any miniscule of expression, in a Penal St, note include these. But they are especially named. way, by reason of any legal consequence of y Law are exempt from such punishment, for any act not before forbidden by y Law.
for which, if it provides a corporal punishment, it does not extend to infants, or expressly named, as whoever erects a house or a highway, or shall be whipped—Infants are within it, we named in words expressly.

Contra. La Henric who thinks it an arbitrary distinction.

It can't however be understood, yet y intention of y legislature is to be disregarded in y construction of Penal St, as to y Party accused, to make any distinction seems very rational of things. The truth is, y intention of y legislature when apparent, ought always to govern, and ye may not be a surprising construction, as some have stated, but a just and legal interpretation. 155 B. 3 whose Ed Henric strongly recommends on ye practice and Flow. 6. 6 86.

21. This rule of strict construction has not however been uniformly acquiesced in, for there are as in not y Eng. Cts have gone so far, as to bring a person (not within y letter) within y intent, as in y case of a servant who was made guilty of petit treason, for killing y Master's wife, when he only did it as a servant for killing y Master, and in y grounds, yet y will of y legislature, which is of law, and should be enforced (Could Enforce).

On conformity to ye rule of strict construction, it had been 1. sealed 2d, if y judgment of an offence, which is augmented and guilty punishment, for a 2d offence, shall have before y commission, y Secon offence. been tried legally and convicted by y fact—then is seen no legal process, 2d. no record of judgment ye have, which is only found in ye case.

Pac Ab St 2 39. 2. Beul 349.

1. Root 168. 52.

Pac Op 57.

Note 1 in ye case, must be convicted of first even before y second is committed, or he will not be subjected to y increased punishment. This is a strong instance of y beny considerations of Penal St. The first punishment, says y Judge, was intended as a
sallitary discipline, and if offender ought not to endure augmented punishment, till he has reaped a benefit of his first lesson.

The way to induce the several senses in y same instand or presentment.

It has been held in y 1st of Kent, yt where a crime barely has been repeatedly encouraged, by a continuance of a silence as for a sinecure, respect to some wth £30, only once or two times can be sued for, and recovered at y same time, the latter proceeding upon y ground, yt y punishment for y first offence being a warning to abstain from y repetition, he that have suffered whole of it, yt, before he were presented or prosecuted for y other.

Judge Gould Contra and it is absolutely opposed to y King Rule.

There are some cases, in whc Penal Law have been extended by construcution, but y are clearly departures from Law.

The Penal Laws of every Sovereign State, are strictly local, whereas "Remedial Laws" are universal. So yt y Penal Laws of one country, can never be enforced in notice nor auctory, so as to affect y rights of Citizens in y latter. "A Nation can't punish faults committed out of its Territory" yt is a principle of Public Law, for there is no such thing as a community of Criminal Jurisdiction in Separate States.

The Penal Laws of every country extend to all aliens, while within yt country, and if they commit crimes there, they must be tried by a law for they owe a temporary allegiance to them, as long as they reside within y jurisdiction.

- As a man can't be punished corporally for an offence attended with y punishment in one State, in a different State, from yt wherby y offence was committed, so neither can he be punished for any other offence.
But one, may enforce any right, either civil or not, on its native forum, as well in one State as another, regardless where a cause of action may have arisen. Thus, if a bond be a bond in Conn't, it may be received as in Rhode-Island, or London as in Conn't, and as of slander and even Battery, as far as regards the remedy and indeed any other legal action, for it is in its nature transitory.

It has however been determined in Conn't, and Massachusetts, ye if goods be stolen in one State, and transported by a Thief into another, he may be tried and punished in either upon y transistors, yt he repeats y theft in every stage of his progress. This decision is in 1. Mass. T.R. 116. is to say y least a very extraordinary one.

This point however has been settled y other way in Angle and by Judge Robertson in y R.T.C. in y case of ky T. 1st Page 477 & c. It was decided, ye a person after handed in y State of ky but in poesession of yt byer horse must he had stolen in Vermont, ad must be convicted in New-York. This was a case of ky Refuse to Gardner, and these authorities remand to be demonstrable of y Law. This is concern right.

It has been supposed on y principle in y Eng. practice, yt where a felony has been continued into different Countries, it may be tried and punished in either. But y analogy can't be extended to different Governments, governed by different Laws, and under different heads. Like any two of y. A. S. For in y different Countries of Eng. y same punishment are inflicted under y same Supreme Providence.

Further, it is impossible for a Ct. to know imprudently, an in what we call a Theft, is an offence at all in a neighbouring State. The man might have been honestly by y goods, and bringing you into a State, is certainly we offence of itself. Turn ov'r 10 leaves.
Moreover what we call Lerent, might in some places as it was in Sparta, under certain circumstances, be no offense - and what is still worse, a trial, and acquittal, or Conviction in one State is no bar to an Indictment on another.

Remedial or Beneficial acts are to be construed liberally or equitably, in effect according to the intention of the Legislature. If it be not within the letter, have been adjudged within the sense and true sense - for its rule operates both ways - as 3 Co. 3 Edw. 3d 345.

as a remode for accidents in certain cases, but never as a wrong of indemnities, here it has interred its usual and decided 3 Com. 509. - are cases, when Edw. be. So on the other hand 3 Com. may restrain the letter - thus 32. Then 8 R. 108.

stands, yet the person may derive aid by its having decided on its words "all persons" did not include Idols, from every 30 Geo. 9th, and y explanatory 33 Geo. 1st determinate their decision.

under the Gen Rule, clauses, continuances, single words and even a legal technical, we sometimes construed by Edw. when used in 3 09. in a sense different from what was usually intended. This may be illustrated by a whole class of Edw. reasoning under the words "void or voidable" a distinction of Primary importance, as to the words of a law have caused a greater calphony of discussion - Anti 10. 14.

"void" is a mere nullity, can't be ratified, and is, as if it never had been, and 8 persons may take advantage of it

"voidable" stands good title avoided, and no one can take advantage of it, 4 Edw. 3 Parke or their representatives. The true distinction is, if an act or transaction is declared "void" by Edw., it is held to be voidly void, if y mischief intended to be prevented

may be let in by construing y act as only "voidable," but my contrary of y mischief will be let in by construing y word "void," as voidable, it may be and often is, to continue - 1 Co. 17 Geo. 9th. To exemplify y distinction, 5 Edw. 3 Parke there is a similar one in most of y States, provides y cl. conveyance by debts to
be defined bona fide crediting, shall be absolutely "void"

Then y construction must be literally and directly so, or y

That is a dead or y that is a dead letter, so y only possible

way in wh y end y that can be answered, is, to treat y

conveyance as if it had never been, these it contained is

only avoidable, y mischief not be let in, and further, as

morever third persons ed never take advantage of it.

[Ed. speake of Ess Creditors) Page 18.

Terms merely permissive in Real Law; for contained as

inspiration, and it is a far rule, when y it enables a Pt to

do a matter of business between y parties, they are bound to do it

at all cases falling within y, and y enabling words have

an imperative effect, thus y 8th and 9th shall and may

enact, yt y Pt may award costs, or y Def or certain annexed

yl, in such case, yPts are bound to do so— and may means

"must".

Where— To do or y doing of a thing, for y sake of justice,
or y Public good, y word, "may" is positive.— But ye Pts do
don't extend to executive affairs generally— in relation to y

official acts, and a It enables ym to do—

Y' th 9th Rane of Pennsylvania— made y correct distinction—

the constitution of ye Pt enacts, yt y Governor, by y Reservation

of both heads of y legislature, may remove y whole bench of

Judges, or any one of ym. When thus addressed, he owned, ye

legislative endeavoured to connive him, yt y word "May"

y act, meant "must", but his answer was, yt it

meant "want" when addressed to a Governor.

However a To the "beneficial taking away a Cure remedy

is considere strictly— for such abridge y & Law— right

of citizens or subject, Thus it has been holden at & law,

of y action of Dover, when conamous with_special

not barred by y.
There is however one class of Acts, falling within that class, where the construction is not so clear. The Acts of Limitation, where they take away a legal remedy, are not so much for taking away a right of one party, as for quieting a long disputed possession of another, and which properly belong to the Acts of Reform.

Ex. 1. Ee. 58.

Words of an explanatory Act, can never be extended by construction. They must be taken in their strict sense, for, if they be an explanatory Act, to give a meaning of it, is in itself, an act of construction, unless the terms might be indefinitely extended.

In its strict sense, both Penal and Prudential, and in the rules of construction, have their respective applications. Thus in the Act of Fraudulent Conveyances, one part is, to set aside a fraudulent act, and thus far "penal." But in fraud, a liberal construction, but in part and relief, it is "remedial." In the Act of Fraudulent Conveyances, both parts must be extended, and must all the acts acting as an offender.

The different parts of an Act are always to be construed, if possible, to take in all effect (as in Contracts).

Hence it is always objectionable, to allow a part to render nugatory to which it is impossible to give an effect, as if one made a word nugatory, and another give effect to it.

But where words are synonymous, either construction may be made, no fragment being a body of an Act. For synonymous are, if possible, to be reconciled, and if irreconcilable, a later part. 1. El. 41.

El. 47.

1. El. 58.

But when words are synonymous, either construction may be made, no fragment being a body of an Act. For synonymous are, if possible, to be reconciled, and if irreconcilable, a later part. 1. El. 47.

El. 47.

1. El. 58.
But if a Stat in y Stat., is contrary to y purpose of it, y purpose is good and not y mischief, qui sic such intended, y latter intention of y Legislation.

The rules of construction of its are y same in Equity as at Law. This a very erroneous idea. Yet Equity will give a construction contrary to a Stat of Law or rather different. True they may differ in construction as well as the Acts of Law, Two Acts of Law may, but y impossities may and must be y same in both, for y legislative can’t mean different in Equity and in Law. The remedy may differ, y proceedings always differ but y construction of Its and Contracts, is y same in Both.

A Stat contrary to Natural Equity is void. "Vita naturae sunt immortalitatis immutabilitas".

Repeal of Laws

All Law an Com or Stat is repeals. and yg must necessarily be y case, for y power of making a Law necessarily involves yt if repealing it. But y Legislation of y Sexual father, can’t repeal any Constitutional Provision. Whereas y Comon and Stat Law differ, y Comon Law is abrogated or repealed by such, whet is y latter intention of y legislative and many ground of its being of higher authority, as erroneously supposed, and a Stat is of course always considered of later date, on y unwritten Law.

And as every Stat is repeals, a clause in any Stat it shall not be repealed, is void. So an act enacting so it shall be repealed only by a majority of Two Thirds, or Four-fifths, is void, for a majority can always repeal a former Statute. Moreover such clauses are in derogation...
of its authority of a future Parliament - and a new legislation can't bind a subsequent one, nay, by compacts and are not properly legislative acts, but conventions. Hence it is, a General rule, ye all acts in derogation of y power of a subsequent legislature, are void. This principle may be best to bear on some of y constitutions of these States, nay a majority have at all times, a right to alter. Indeed ye old statutes of y proposition carries with it a conviction and is prescient - for they can alter any legislative proposition by a bare majority of one vote.

But y constitution of y U S is a compact between distinct Sovereign States, and is a matter of convention attainable only in y manner prescribed.

The law never favours y repeal of a former law by implication, Where 2 Acts are apparently at variance, Acts of justice 11. 62. are so to construe y m. yet both may stand, if possible. Bac 34. and y repugnancy must be clear to repeal a former Stat - for it is to be presumed, yt if y legislature intended to repeal y former, y m. have expressed yt intention.

It is laid down in y books, yt an affirmative that does not repeal y O Law - Bac 44. & 64. & 31. 11. 15. 24 This is not satisfying by any many and verbally meaningless, for a Stat. couched in affirmative terms, may ye may not repeal y O Law; if it is inconsistent with it, it repeals it, secon it don't. This opinion is corroborated by many Cr. in wh it is contendedly repealed. The same may be said of legislative Evil, 13. 80. 132.

The above has arisen out of yt devote of its abovemented, wth yt say ye least of it, yt is resolve.

When it gives a remedy in any case, so in wh there was a subsisting remedy at O Law, and don't abrogate y O Law...
If a Stat inflicts a higher or lower penalty or punishment
yn is inflected by an Elder Stat, y elder is of course repealed,
for it can't be presumed yt it legislative ed provide
25th 
for two distinct Stat punishmt for y same offence-

If a Penal Stat inflicts a lower or lower punishment.
y y is inflected by
10. 
y t law for a given offence, y t law is repealed by y
pt law. t Stat, and y lower punishment can only be inflicted,

for clearly where y legislative lessen a penalty, they
mean to repeal a higher one-

But if a Stat inflicts a higher punishment yn t law,
for y same offence, y t law ant abrogated, y punishment
being only accumulative, and y offence may be punished
under either. The St t of Evi furnishes an exampl of
yn, wh furnishes purging more severely yn t law,
and yet y prosecution may affect either. But it has
been asked, is there not as high Evi to repeal y old
law in y last case as in y other? I confess I think
there is, and y distinction is founded altogether on
y benignity with wh Penal Lts are construed-

But then, observe. Then, y marked difference between a
Stat inflicting a higher and a lower penalty, yn was
done by a former Stat, or by t law-
An higher or lower, y former Stat is repealed, but at
t law, there is a difference, so yt if y Stat penalty
is lower-yn yt at t law- it repeals it; if higher, it

It is laid down in some if y books yt an affirmative Stat
don't as such a prior affirmative Stat. This is incontestible.
and to me appears, an arbitrary and unmeaning.

... 

The true criterion on one repeals y other, or not, is, an y latter is inconsistent with y former; for if it be inconsistent with it, y latter repeals y former that both are affirmative.

But these rules, relating to repeals, founded in repugnancy, apply only to constructive repeals, and not to express clauses, for where there is an express repealing clause, there can be no question. When y repealing Stat is itself basis of repealed, y Criminal Stat is "pro facto" retained.

On y other hand, if y Stat, wh has been repealed, is named, y repealing is void, so far as is repugnant to y first. Yor tant.

The repealing Stat becomes void by y restatement of y repealed Stat; by implication, for in each case, y intention of y legislation is evident.

If one Stat is grafted on another, for y better execution of y former, y repeal of y former, virtually repeals y others.

So, if a Stat be revoked, y explanatory acts attendant upon it, are revoked with it, and all the "para materia" are to be taken together, as if founded on one law.

So where an an action founded on a former Stat, is given in a new case, every thing annexed to y action is also given.

When one Stat is expressly repealed by another, it makes a different provision on y same subject, and a provision for its own enrolment for a limited time, y former Stat don't survive after lapse of yl time, nii it was specially provided for, by y latter Stat. 3. East 205. for y express clause.
shows yt y repeal was not intended to be limited to y duration of y other provision.

Bac.2d.2. Where a Stat is repealed by 3. or any number of repealing Stats, and only 2. of y repealing Stats are repealed & y continues in force, and repeals y original Stat—

B.3rd. If a Stat, yt has been repealed, is renewed, yt repealing act

if only a repealing act becomes void "ini toto" but if more
it is only void, "per tanta" for it is impossible yt y repealing
clause that remains in force. When a Stat is repealed, all acts done under it, before y repeal, are good and lawful for y repealing of Laws only makes yt cease from y time of y Repeal. But it is laid down in some of Eng Books, yt if a Stat is declared to be void, all acts made under it, are absolutely void and null—

This acts admisible, and wont bear a moment's scrutiny. It is too destruction of y peace and policy of y State, to be tolerated. Indeed it must be punishing our obedience to y Laws—

So a general rule, yt a Stat cant, nor ought not to have a retroactive operation" and indeed such is forbidden by y rules of y Municipal Law, for y rule never forms a Law, is to be preserved—

Hence, if a penal Stat after having been violated, and before enforcement is given to y offender, is repealed, and a new Stat is made on y same subject, if it is not punishable under either, ni y former is expressly repealed, continued in force as to all acts and offenses committed before it was repealed by an express clause to yt purpose, ye offender can't be sentenced under y first, for by y supposition, there is no such Law in force, nor can yt latter Stat affect him, for

if it did, not being in existence at y time y offense was committed, it would operate "Expost facto" wh is forbidden by y Constitution of y State—
There was a case in Saff, where a Clark, in y Post, was indicted for repeatedly taking y mail, but not y mail, and before y trial, there was a law made altering it, as it stood at y time y offence was committed, and he was charged bound to appear entirely. — Mr. P. Treadwell.

This rule is founded on y broad principles of criminal law. Hence it has became common to insist on repealing that, yt y person that shall continue in force, as to all acts, committed before y new one was enacted.

But it is not essentially retroactive, in its provisions, may become so indirectly and its retroactive can't be prevented, as if a contract is made to do an act, lawful at y time, but not before y time of performance, becomes unlawful by 1 Salk. 199, and y contract is annulled, for a Covenant can never be contemplated, to do an unlawful act, and ye is perfectly consistent with a retroactive justification. Thus if a contract, which be made to import certain commodities, and before y time of importation arrives, an embargo, or a non-importation act, or a declaration of war, that render y performance unlawful, a contract not be annulled, it voids to y same extent as an inevitable accident. (Contract 50. 57. 140)

But here it is to be observed, yt y that in terms is prospective as to a future illegal act, in y rule is not, yt y Parties shall not be bound by y performance, when y act was lawful, but yt performance can't be compelled.

If one contract

Or y other hand, not to do a certain, in a subsequent law, that makes it his duty to do, y contract is annulled, as if one who contracts to serve another, and not depart without y permission, and he is ordered into y army, y law annuls y contract, and every contract must be made subject to ye later condition.
If, however, the covenant to do an unlawful act, a subsept to making y act lawful, don't avail y contract; for there is no inconsistency in obeying both. It is.

If a contract illegal by that, is made while y that is in force, a subsequent repeal of y that, can't give validity to such former contracts, nor can it be made good.

Instances of y kind occur under y Stamp act, making all contracts without stamps void. This y was repealed 1816, et all made without stamps, while y act was in force, were as much void after y repeal, as before, for we are to look at y state of y circumstances, when y contract is or was made. 1. T.R. 66.

If complete performance of a lawful agreement be made illegal, by a subsequent Stat, yet if it can be performed in part, 2. P. 175. a performance of a part will be enforced in equity.

1. P. 248. and I must in a Ct of Law, if it be adopted a remedy in y case. Thus where a tenan and his covenants, 2. P. 215. to make a lease for 36 yrs, and before y lease was 3. P. 527. remade, leases by that were made void for a longer term, 2. P. 311. for 40 yrs. These y contract obliged ym to make a lease for 40 yrs. 1. D. 314. 3. Title Contracts 52.

This is sometimes called performance after "Ejus" or "Ejusdem", "as near as may be." 1. P. 57-58.

So also if a complete or literal performance is impossible, 2. P. 177. reason is y same, and performance may be implied. Thus if a man covenant is convey a house and lot, and y house is burned by lightning, he may be entitled to a new lot, but y other party must furnish to accept it.

Art. 1. et 10. Const. of Med. 1. P. forbids y State legislature, 3. P. making any law, impairing y obligation of contracts, 18. 2. P. but finds 18 Bev. now it has been a question in a
that, making a contract void, conflicts with y section of y constitution. If a contract to do an act afterwards, made unlawful, were not annulled, y consequences would bet individuals by contracting with foreigners, might control y powers of y legislature. However, y section above is those acts, not directly make void contracts between individuals, and not those whose annuls prohibition effect is merely consequential, and y an act of y nature, whose object is y public good, is to be void merely, quia an individual may suffer, is absurd.

That part of y constitution relative to "ajust suits" law, has no concern with y, in y one penal retributive laws, unless y head, it may be proved, y instant law under y state legislature, may be made so as to discharge y pension of y debtor, but any processions discharging his future acquiescence or property, is void. This was determined in y Supreme Ct of y State.

It is laid down yt a statute requiring yt to be done, yt is impossible, is void. 1 Br 51. So also it has been said by y late Coke, Coke and y very late Br y law contrary to reason or divine law is void. But yt suppose, it is indefensible as there is nothing about wh men more widely differ, y in these opinions of y divine law. Ye is now exploded.

If a legislature choose to make an unreasonable law, no judge can set aside his judgment and override such. But 2d law is laid down by rule? Thus, if y collateral consequences are demonstratedly unjust, y law may avoid ym, if they can be giving a reasonable construction to y rule, but if y intention is plain, they must so administer or leave y bench.

An a St opposed to y Const of y land was void, or ed be so declared by Ct of P's, this questioned for some time, (wh is a matter enforcing) is a difficult question.
There is no doubt, but ye y laws are void, and ye laws of justice must so decide, for if y judge whose duty it is, to enforce and expound y laws, can't decide as to their constitutionality, y constitution is a dead letter. The constitution is a law of municipal law of ye land, and paramount to all legislative provision, and dt law may declare a later law to repeal a former one, repugnant, or new, so y law may declare a law void wh is repugnant to y constitution. There is no more difficulty in one case, or in another, even a King may decide when it, under y direction, yl, this question has been repeatedly argued and decided in y supreme court of y State, and wh all constitutional questions may be Carroll 2, Judges 285. It can decide on y legality of law.

It has been questioned how far a law authorizing a law of jurisdiction, in a particular case, or only, void to y jurisdiction of a county, established a law of General jurisdiction.

The answer is, if y State make a new law concerning an old offence, and appoints particular law to execute it, y jurisdiction of a law of general criminal jurisdiction is not suspended by it, but there is a concurrent jurisdiction, for jurisdiction of law of general jurisdiction can't be created by implication. The same may be said of our State law in ye county. If a law exists, yet all cases, as crimes of a particular nature shall be tried by a newly established court. This rule does not exclude jurisdiction of criminal courts higher, or in ye county.

The court will have as says, yet y law shall be tried by y court, and don't says, yet no other court shall by y court.

But if a law creates a new offence and establishes a new jurisdiction, jurisdiction for its trial, it must perfectly settled law, or jurisdiction of a law of General jurisdiction is excluded by it, or not. The latter opinion seems to be, yet it is excluded, or law in a last case, for here there is no current jurisdiction to be void by implication. This is confirmed by all y Books.
If a Stat enables a certain body of men not incorporated, to do certain acts by a Majority, and constitutes a certain number of ym. a quorum, a majority of y quorum, not amounting to a majority of y whole, will not bind ym.

This principle seems to be, if as these bodies are men, creatures of y Stat, they have no other power on those ecclesiastics given ym — or necessarily incident to ym.

The rule is now, yt a majority of a quorum ant act.

This rule applicable to corporations respectively.

Authority of a Private nature: conferred by Stat on lic. individuals, is joint, and not Several merely, otherwise expressed, and upon y death of one it dont devolve to y other. 1. Bost. 67. But if authority be of a publice nature, it is Joint and Several, so yt on y death of one, y authority will devolve to y other. This contemplated ministerial acts only — and not Judicial, mi expressly named.

If a Power of a Publice nature is given to Several, y act of a Majority of y whole number, (all being Present) in y y execution of y Power, is y act of all; y Majority, however, have no power to act severally, but if y others are notified, their act will be binding, even y wilful absence of one.

These rules dont apply to Bodies Politic, or Corporations, as a majority of all present, will bind y whole, provided there be nothing to it in y charter of incorporation — y meeting being legal, all being duly summoned, y number present.
"Note" y word "void" is often construed "voidable" and often taken in its final sense.

It has been said, yb "void" might mean, might be construed "voidable." When of y word "To all intents" were added ye suit's criterion, for void to all intents, has been construed "voidable."

Rule, If y Stat or y object of y Stat not be defeated by adjudging y act "voidable" it & must be adjudged void. Proos it may be adjudged "voidable."

Several its relating to y same Subject, are all to be considered in construing as one- Plow. 126- 1st ed. 1698-

Rules of y construction of Stats, are y same in Equity as in Law. y mode of enforcing y Law, is different.

Of Pleading, y or y mode of prosecuting on ym-

The books on y subject, are more confused, on on any other branch of Pleadings, for some ed. they are inextricable arising in a great degree from loose ness, or enamoraty of language, and from a prominence use of y "Plurals of" Pleadings, "counting upon" and "relying on" y Stat.

Merey Pleading a Stat, consists in nothing more, yn alleging y facts, to bring y Case within it, and for y purpose y Stat need not be named or referred to, thus to plead a Stat of Limitation, as if "merely says." Then if "merely says." To to plead a Stat of Fraud, & y Def dont refer to y Stat, but merely says. There is an note on memorandum in writing. Signed by 

"mercy" or not hys act in writing, for hys. 3 Ed. Prince 11. 221-12 ch. 2.

Counting upon a Statute, consists in an express reference to it, by its name, or in virtue of a Statute, or by form and effect of a Statute in such case &c, and he who pleads a Statute, also sometimes counts upon it without being required - for they are distinct acts.

Reciting a Statute, differs from both its former, and considers (as y name imports) in quoting y Statute, its Contents. True a Statute is sometimes pleaded by reciting it, together in connection with y materiel of fact, or bringing ym within it, but pleading a Statute don't necessarily imply a reference to it, or recital of it.

It is a General Rule - ye Judges are bound "ex officio" to take notice of a Public Statute, but they are not set out to restate it - nor pleading - for if y facts are stated stated, y Court taking Judicial Notice of y Stat, will apply it to ym-
y if they come within ym it, and if a public Statute be demised, it need not be proved, for y Judges are to know it Judicially. But if a private Statute, y Judges are not bound to take notice of it "ex officio" and can know nothing of it Judicially, ni pleaded and recited, for it is a mere matter of fact, a private

memorandum of right, or why y Judges are no more presumed to know Judicially, ym of its existence of a deed note or any Specialty, and of course, no advantage can be taken of it - ni specially pleaded - and such may be denied by y Plea "Null and Void Herein" in wh case

y party must prove it.

To take advantage of a Private Statute, it is necessary at law to plead and recite it and if an action is brought on such, it must be set out in y declaration, it must be sued upon as a Specialty, for if it can't set out no cause of action appears in y declaration.

4 Co 76
1. Bac. 38
2. 2. Eliz.
10 Co 57 2 East 357
But a public State when required as it sometime is, when used by way of defence need never be resited, het. They are sometimes resited when... 2; Ray 382.

10 Ch. 39. 2. East 547. 347.

The pleading containing a recital of a public State is no undertaking of the Marshfield said of he and his. Reader down to half a letter in such a case. It uncommonly includes testify and lengthwise of Record, as by Judges Absolutely militia provisions. It often said of a public State may be given in he, under a General Power, but its language is in most and a legal disguise.

18 Ch. 136. 398. 2. Ray 382.

The misrecit of a public State (in some of its books) is said to be false in many cases and even after verdict, not it need not be resited. Cro. L. 2. 245. 256. Cond. 474. Bae L. 8. 8. 5.

By some it is said of a misrecital in an immortal part, is cured by verdict. 2; Ch. 136. 738. Bae L. 6. 5.

18 Ch. 57. 2; Ray 382.

The misrecit of a public State is not fatal, may justify itself him himself as to it (12. 67 Stat) as recited, as by y words according to (20. 72 as y. 67 recited appeared). But if he merely concludes with y words, as ordain, in similar terms, it's fatal, for y judges will reject y misrecital, and "as offic" notice y true Stat.

18 Ch. 79. 2; Ray 382.

The misrecital of a Private State is never fatal after verdict, no upon Demurer in Common Forms, for in both these Co, y. It having no knowledge of y Private Stat, "as offic" can't know, an it is misrecited, as not. Indeed it is. Due to it's falsely same as a note of hand, or a bond 99 must be produced to make a Compromiser. 2; 658. 2 Ray 382.

18 Ch. 79. 2; Mod 241. 1. Baevri 358.
When a Public Stat is to be used by way of defense, it need not be pleaded specially, but when it is relied on to defeat a Speciality, it must at least be specially pleaded. Thus in debt and bond, there must be specially pleaded to take advantage of it. Dr. Hooke says, if it be done is highly of a Speciality, it must be pleaded special. But if it be done in the usual course, it never is. The true reason, is, if it be done in the usual course, it is not a Speciality, and whereas, y special is furnished by y Stat, it is to be pleaded as y Stat of limitation. Bac. 173. 1. Senebey 283. n: 2. 2d Ray. 153. 3. 147.

I have above stated, y Stat in declaring upon a Private Stat, it must always be recited, but y recital need not be literal, its words, if it be substantially declared upon, which is Lawyerlike. 4. Co. 76. 2. Mod. 57. 2. Role 465.

In no case, is it necessary to recite y Title or Dumble of a Stat, except being no part of y Stat, but merely Bac. 2. 3. 5.

It was once held, y recital of a Title of a Public Stat, was not fatal to y Statute, but mere recitation, it was. Once been determined justice, in latter decision, I think, is correct, for y Party has himself recited y Title that pleaded Bac. 327. 324. 3. 77.

They shall both be qualified in y manner of y Stat, if it provides...
35. When a Statute is partly Public, and partly Private, greater
must be recited,

A variance in y description of a Statute or record, is fatal.

Copus. 474. There is recital of what is necessary, a plea
must contain y date of y Statute and y place where enacted,
or it will be ille on Ternumrs — L. 2. 1. c. 2.


"Real Fact Record" can never be pleaded to a Public Law,

as y existence can never be made a matter of fact.

But if a Private Statute is misdescribed, "real Fact Record"

may be pleaded, and must proceed for its existence as a

or matter of fact — Con. Elia 355.

260. 7. 7. 7. 7. 7.

Copus. 382. As a Gen. Rule in deciding on a Public Law, a Plaider

need not count upon it, he need do no more yn State

Those facts, in bringing y case within it — Bade. action v. Sam

B. 38.

There are Three situations he can arise, State

2. Common — action in St. G.


There are two concurrent remedies, one at L. Law,

and one by Statute, if Pleader declare upon it — L. 74. 1.

he must also count upon it — Selvs. 7. 5. he must know

what remedy what remedy he intende to pursue, and he

supposed, he claimed y in L. Law Remedy

32. 1. 7. 7. 7. 7. 7. 7.

2. Budge. 2. Second in an action on a Penal Statute, or Eff, must always

count upon y Statute, that a Public one, and y Auto

not only be indulgently of information, but also in Civil action,

not to recover penalties by Statute. The reason of y

2. East 333. 347. 342.

7. Bade. 22. 32. 2.

4. Bode 128. — of distinction between yd and a Civil action on a Public

1. East 103. — Statute — Heeling 32.

Bade. St. Third, If a Public Statute gives a new action unknown

by L. Law, he who does upon it, 18. y Statute, must count

upon it, as well as plead it — Some of y books say,
Third in a mixed action of facts upon y Stat. of Goods
recev'd & value rest'd, as was unknown at y time when
Def must assert y Stat & shew on what his action is
found - which being unknown to y & Law

But where a Stat. there extends an old action into a new case,
y old Law obtains, yet it ant. & Everything "be count upon

In certain cases, an action of Goods is good & y Stat.
taken away during his lifetime, on was unknown to y & Law.
Yet it has been determined y Stat. &kul. need not count
Therefore, as it reiny extends y old action of Goods. 4th-
the ye new case - Post 27 -

On an action on a public Statute, not Penal, it ant. necessary
for y Stat. to count upon y Stat, as there is a concurrent
remedy - at y Law - or no, y to gives a new form or sort
of action. Hence of a public Stat., not Penal, creates a
right or duty, and gives damages for violation thereof, or
neglect; y others - the who issued, upon y Stat. need not
count upon it, for y & Law furnishes y action

So of a Stat. not Penal, merely creates a right or duty, which
without giving a remedy or damages, there is no need of counting.

Upon y Stat., for y & Law suffices y action as in y case
above and y mode of declaring acts.

If one to provokes an offence, and another enacts a penalty
he who prosecutes on y Stat. must cause or bring the remedy as
continued in another reference -

for a given place, and a subsequent year gives a right of
penalty, to any one prosecuting for it, then he who
prosecutes, must count in both states. Newy offence
will not be aided even by verdict.

An offence may be laid in same district, as an offence of
both law and fact, but it must be in distinct counties.
It claims two penalties in one count, and be duplicity of
ought to quash by Indictment.

By prosecutor is doubtful to avoid failure, he may indict
two counts, one contra German Statute, & other as a

& subjoin at law.

As part of a repressus consisting of repeals, acts, it is
by law, and part of o other act of state, it is necessary
to count upon that as a prosecution for a same, and he
words "contra German Statute" will refer to y all of y offence
prohibited by that, & ye almease "angula angulact.

42. If a temporary public that having expired, is revived
by a subsequent that, & acting on y same, it is false and
proper to count upon y same, and if y complaint
conclude, contra German Statute, it will be referred to y
first, for y first contains y law, and y later merely
indited.

y words, "contra German Statute" are inserted in an

2. Common Law: for an offence, known only at law, they
will be referred to supposal, The rate is then laid
down without any qualification as y books, but it will
be founded as y books, y ye question has always arise post Berdext

Common Law: So. C. Comyns Rs. 21.
Such as demurrer, I conceive, must be fatal, for there
is an informality, which is always a good ground for Demurrer-
Post 44-

Any difficulty is ile on Special Demurrer, however
unimportant. But note, there never need be, a Special
Demurrer on an Indictment.

Where it gives a penalty for a new offence created
by it and directs, how it shall be recovered, unless can-
not be punished in any other way, & yt directed by a Stat-

A defendant alleging, upon that Stat of another State, must set
it forth in his plea, a general allegation will pass in
such cases. 1 Swan 6c. 1014. and where a Stat directs
what must be pleaded, 'a plea must be in words of y Statute. 10. Mooy 217 or 2170-

Exceptions. In an enacting clause of a Stat, must always
be negatived by declaration, complaint, or indictment founded
upon it. The omission of y requisites, is so absolutely
fatal, as not to be supply'd by verdict. But enacting
qualifications or provisions in subsequent substantives clauses,
ation Stat, are not required to be negatived and no
no notice need be taken of ym-

This distinction may seem arbitrary, when first impression-
but it is not so in reality. The ground of it, is, yt when in a
former case, an exception is in an enacting clause, it enters into
description of a right created, or a offence prohibited and it properly describ'd ym, it is indispensable to
negatived y exception; whereas when y qualification is in a
subsequent clause, or rather substantive clause, it forms a
matter of defence, and don't constitute a part of y offence
nor may be described without mentioning it.

5th. 7 62. Ld. 12 7 2.
Thus there is a Count that enacting, if whoever shall do any secular business, on the sabbath, shall be fined. If then y complaint shall merely state, at such a person did secular business on sabbath, y exception, it od not be sustained, for y exception is to interpose with y nature of y offense, yt it can't be described morti. y operation.

But in some y court section of e to, merely accused, whoever the secular business be and y exception shall be within y verdict which is that it was not be part of y exception, and yo no notice yt it was be taken — this same that contains, y operation made. yt all proceedings under yt must be within one month, yt constitute one part of y description, of y offense, and may be taken as a defense if y e of that cause.

See Pleading, 11, or 126.

As has been before observed, yt there here are the following

2. Harvest remedy, one at C Law and one by Stat, y matter of which is called confusion. Others may be considered. But further, C Law and Practitioner oblige be pursued. Hot Honesty and cant.


Part 44, 42. Suppose his case under y Stat, by reason of noncompliance with

Codoh. 648. where y allegation, he may in a single unit, resort to his C Law.

35th. and recover as at C Law, if he can make out his case at C Law, and y words Contra Fortaam Palatula will be rejected as Blackstone, for there is a good declaration

1. Place at C Law without it. and a C Law right of action.

2. Stat. 18. as well as Civil cases, y former being deemed


As there is a Stat in Cont, wh give double damage, for treasdays, in y right season, whereas C Law, only fifty single damages, here if y C. Law fail on y Stat, he may recover at C Law. This was to decided in Cont, but it suppose y Insufficient vates at C Law to warrant it.

So in y case of a civil, it is imemborable at C Law,
by Stat, yet y party may be punished at * Law, 9th
Stat bonds out another, and y is entitled with y
*Def or Prosecutor.

If y rh was no offence at Law, is made illegal by Stat,
and a particular mode prescribed by Stat to prosecute
for it, yet made it is usually done, must be pursued by
y exclusion of all others. Thus if a Stat creates a new
delence, and provides y it is to be prosecuted for by
information, it is said y no prosecution of any other kind
will lie.

Boc. Abr. 19. 2d. 2d. 174. ord. 123 - 634 -

and in 11. Mod 1748 in Kt. a prosecution for insolvency is
cited as an example, of ye rule, rh is unanswerable, for
insolvency was indictable at * Law, & ind. defence, y-
 reboot y 10. or 11. of Mod. are good authorities.

The above rule as a general one, must be qualified and
there only 2. class of cases, to who it can apply, this three
may comprehend a majority of those not occur under it.
They are 1st. where y particular mode of prosecuting is
prescribed under y prohibiting or enacting clause
only.

That mode can be followed. Secondly, where there is no
prohibitory clause, probing so called, but y Stat merely
enables, yt y doing of an act. not before prohibited, shall be
punishable for the future in such a particular manner,
there is necessary to prove such particular manner
remedy.

The rule holds in these two classes only.

But a reason of y above is, yt y offences and remedy are
created together, and so blended in y act, yt they can't
be seperated in y prosecution, for y mode of prosecution being
prescribed in and forming a part of a very clause,
in not ky must be founded, it is presumed to be y intention
of y Legislation, yt ky mode only that be pursued.
But on the other hand, if the particular mode of prosecuting is present
in a separate, substantial paragraph, or clause, any other
prosecution, not so adapted to the case, may be barred, so much
a distinct substantive clause does not exist in a Law, by mere
description as a Statute, yet it shall be lawful to erect
a private nuisance, and any person who does so shall be
brought by information, here there being no distinct prosecuting
cause, they can't be restrained in a proceeding but if it be
further enacted, so, y offender may be prosecuted in any way.

And if ye shot was an offence, at a Law, before, is prohibited
by Stat, either a Law, or Stat proceeding may be barred,
to punish y offender, This is implied or y very substantion,
yet y Stat remedy is cumulative. ante 24. 43.

Here then is a remedy independent of y Stat, wht don't
rest by substantion. This rule, it is to be observed, relates
as a different class of offenses, from y former; yt applied to
new offenses, ye on y contrary, prescribes a new remedy
for an old offense.

If a Stat creates a right or an offence, and prescribes a
remedy, or punishment, y Law will lend its aid to enforce
right or punish y offense as a misdemeanor. ante 44. 450.

Thus if a Stat merely provides, yt no person shall do such an
in act, and no more, he who violates yt, is guilty of
a misdemeanor at Law, for violating y wholesome regulation
of Society, and hence it is neither then necessary or proper,
in ye case to count upon y Stat, for y Law will afford

So to obstruct y execution of Powers granted by Stat. is an offense
at a Law; and y indictment for such obstruction must not be
founded on y Stat. The Indictment need not, and ought not
to conclude, "Contra Romanam Statuta," As y Stat enables
commissioners to lay out highways. Here an individual
reading such an act is guilty of an offense, at B law, and must
be so prosecuted, for it is y province of y B law, to
punish disobedience.

If a civil remedy in such case is sought, it is said to be
by action on y State. If y right to be enforced given by y Stat.
but y recovery is furnished by B law, unto 41. Post 57.

If an offense thus created, is to be punished, y offender
is to be prosecuted as for a misdemeanor or violating
wholesome regulations of y State.

Who may prosecute on Penal Statutes?

As an elementary doctrine of y B law, it is a rule of
law that an individual or his own individual, private
right or capacity, originating in y own domestical or personal
right, or partly derived by y force, is not entitled to proceed
and to prosecute for it.

2. Plowman 265.

Hence it is early implied, if y public offense, is y Public,
y right of prosecuting belongs to y.

Jamin yu Gen rule of Equity or Eng. Practice, private persons
do prosecute offenses of y highest nature, even alone, when
no part of y benefit given to y prosecutor, and even by
indictment. They prosecute thus in most cases, it seems,
for y cost, but y is in y King's name, and for y King's
name, is figured by Crimes in all Monarchial Governments.
The individual is here considered as merely an informer,
his name not ever appearing.

The prosecution name thus. The King in information g.d. B
vs C B 32. This rule depends altogether on Examples,
there being no law authorizing it - This is unknown in
y State.
Then it is said, go a suit once is not to be proceeded by an individual, it is not meant, go an action must lie very tender for a private injury sustained. So only means your individual has no right in his own name to protect for an offense to his Public, but unquestionably a party injured may sue for a civil remedy.

But there is a more species of prosecution, partly public, and partly partly private, called Qui Tam, which is begun and carried on by individuals in their own names, both by Act and by Court. It is a prosecution both partly in behalf of the State, and partly in behalf of a prosecution and deriving its name from y origin in words of complaint, Viz. Qui Tam sum, domini quam responsus est, et informavit, 

This is inconsistent as you as generally said, if y State is a party in y prosecution, for it is not in any sense merely a civil to y prosecution, this it may read the benefit of it to the State and prosecute alone and is a only party, not he does it in behalf of the State, so well as himself. This is practically important, and not generally attended to.

Qui Tam Prosecutions are either by action or information. This is another distinction must duly attended to, in most of y books, and certainly not in yan Parbanc. A Qui Tam Action is carried on by civil process out a Qui Tam Information or Criminal Process. This is distinguishing, because a Qui Tam commences by Information or Complaint, or forthwith (or so much s a culpable is a Crime Proceeding, or Qui Tam Information, and y Proceeding are, as in all criminal cases, Therefore a Qui Tam Complaint commenced by original suit is a civil proceeding. It is then y part of y action ye determine its character.

An action then lost by an individual in his own right, being 282. on a Penal Statute is a civil action. The action itself.
does not decide its character, but y sum of it. \[\text{unable to transcribe}\].

This discussion unit merely nominal, but of a great practical importance, y incident of a null sum action and a null sum information being very different.

For in civil cases, a defendant is entitled to 10 days notice, a criminal prosecution is forthwith: in y former de bled by Acty, vi y latter, vi Propria Personae. In civil cases, y bond is amendable by y Rep of Defendant, but not so in criminal ci. In civil cs. in Eng. y affirmation of a bible is admissible not so in criminal cases.

From y County Cs, no criminal cases are defendable, ne many civil are.

Lui Sum of both kinds are generally lost when Penal Cs, he recovers a penalty as forfeiture of some kind, and some oth. on Penal Cs. Indeed as understand at present, they are treated and understand as executory of Penal Cs. Lui thru strictly speaking are un known at Law.


There was a proceeding of a similar nature, if we judge from y words used in it. Lui pro Demos pro voge quon. Vols but so rare, y its nature at present is hard known.

When y State gives a penalty to him who will deduce for y same, he called a regular action, and so called because it is given indiscriminately to y public at large - in some case y whole penalty is given to him, who prosecuted for it - but more generally half goes to y prosecutor and half to King or State. - Con. D'sobr. 37. 3 H 162. 2. Knight 268.


If an individual is civilly injured by an offense prohibited by State, he may have his private remedy by a civil action - y State. The State implicitly gives a remedy.

10. Crav. 5. Con. 25. 25, 2. 41.
50. A popular action is not necessarily a qui tam action. The local
as synonymous with books. In all, they are much confused. A popular action may or may not be a qui tam action, as the case is.

But, the prosecutor, it is certainly is not, as he suits in his own name—had a qui tam action. For some of his books particularly

But and, indeed, if we take here, the qui tam forms might be followed, but I apprehend, they are

Inns court—Part 52.

But when the penalty is to be declared, it is a qui tam action on the other hand, a qui tam action is necessarily a popular action for the remedy or right to recover may be limited to the party aggrieved by the offense, in each case, it is a qui tam action and here the prosecutor or penalty must be, qui tam as a penalty is declared.

Having furnished this far, by way of explanation or nature of these two actions, I shall proceed to inquire, in what cases an individual may sue, when a legal act is had on his name, and in any form.

For a general rule, yet receives a title, prohibits or commands any thing for its advantage. In individuals, or y prosecution of innate rights, an individual may have an action on y State; for injuring done him by its violation, and y suit holds, for y State is penal

51. Also if an individual is equally injured by an act, prohibited by State, he may have his innate remedy by that action, (as above)

For the State, since it affords a penalty on any one for infringing another of his right or interest, e. th. making a declaration or y penalty, the one who is injured by a violation of State, is entitled to y penalty, and may recover it by action and not y king as y Public, for as y legislative enforce
a penalty without appropriating it, it is presumed it 
was for him, who shall be injured by the 
commission, Thus an Eng Stat prescribes a penalty for not selling out titles - 
who were y penalty passes to y owner entitl'd to y title, who 
was injured by that not being set out. It has been said, 
iny case, and others of y same nature, y an action dies 
iny Stat, ut & law to enforce a right afforded by Stat 
and thus understood, it is true.

ante 46.

The next question ye presents itself, in what cases, an 
individual may prosecute Yui Jam action on a Real Stat 
and not mine by where there is an remedy and who may have 
it?

It is a Gen Rule, yt if for an offence immediately injurious 
even to y publick only, and a Stat gives a penalty or loss 
on one to him, who will prosecute for it, any individual may 
have a Yui Jam action on y Stat, who will prosecute 
by direction for y penalty is that as smugling giving 
a penalty to him, who will prosecute - ante 50. Pnt 53.

The rule as laid down in y books is, when y whole penalty 
is given to y individual 50, but in y case, it prescribes, 
it may be at least unnecessary in principle, if not 
important to prosecute Yui Jam action, as y individual dont 
one for himself, "as well as" yt, he may however without 
doubt prosecute on y Stat.

If in an offence, a Stat inflicts a Penalty in favor of Parry, 
and allows a sum certain to him who will prosecute 
with effect, any individual may prosecute Yui Jam well 
for it makes no difference between a good man, and a 
part of penalty, and in both cases, he who first commenc'd his 
action, has an interest in y sum or penalty to be paid.
But where a Statute forbids an act immediately injurious to the Public only, no penalty is given to a prosecutor; no individual can have an action upon it, nor an information in his own name, for he has no interest in the penalty, and no right of any kind under it. As penalty for smuggling, not giving in whole or part, in any private prosecutor and no forfeiture given him.

But if a Statute prohibits an offense immediately injurious to an individual, as well as to the Public, and expressly gives the party injured a penalty, or part, or damages for injury, where the party may and (usually) ought to sue "qui tam" tories, a penalty, especially if the Public is entitled to a fine, and it seems so, the no fine is given to the King or Public.

There, however, if the whole penalty is given to the party injured—there is no possibility of his suing "qui tam" tories, for he may undoubtedly sue in his own name, without joining the Public or declaring "a qui tam tory."

And generally speaking, when no fine or penalty of any sort is given to a party, and he is not entitled to a part, or damages, there is no penalty inflicted, when an action in general suit, the proviso, and the "qui tam" tories, there is no basis or right of procedure, at least, when a judgment has execution.

54. When no form of action is prescribed by Statute a remedy of "qui tam" tories, in most common and other actions, but the only right action there is a usual action on the Statute, but how to get at it, however it seems, that sum it is not a law. He recovers a fine, that it is not for an amendment, as to get at it, where a Statute prescribes, y, person proceedings, y, commencing an action to recover it, makes a offender his debtor.
It was held in one case, if Indebitaus aortum 35. But yet action is never lost in England; and I trust not will

But how can tect be? for before y prosecution commences no personali, is due. She it declare, yet y penalty shall be confessed to him, who made sue for it, and y positive provision of Lawe virtually enacts y offender shall be indebted to y prosecuting party for a Damage, nor is y statute so punitively as ye assignt by some. But yet such offence is a breach of y social compact: Const 32. 2 lev. 250. 2/6. 7.

An action of Indebitaus aortum was once supported to recover a penalty in y case of theft, but yet it did not be supported at present, at least that be a hazardous experiment th y Pleader.

Where y Penalty is given by Statu, to y State or King, and 3 Bk. 162. partly to y Prosecutor, y State may prosecute and recover y whole. For y Penalty is given partly to y Prosecutor, mainly as an inducement for hyn to prosecute, and not for any claim 7 Bk. 506. he has on account of y Public offence. Moreover where y State prosecutes, it may be said to take y penalty by halves as State and Prosecutor.

A bona fide conviction on y True Sum Complaint, either in action or by information, is a bar to any subsequent prosecution, suit, or even Indictment for same offence, quia y end of y law is obtained and punished in question.

So on y other hand, when y State prosecutes, no individual can maintain y action and y bar is mutual, for if it were once y offender might be twice tried, convicted and punished for same offence.

35. If y penalty on a True Sum action or information, may be stayed in abatement by a subsequent information or prosecution.
The penalty of an action is like property unencumbered in a state of nature, it is analogous to a "heredias" [inheritance in law]. I speak now of penalties given by popular actions as to Remedial actions, y helix is locus.

An essential part of your rule, yet Penalty be given to any person who shall prosecute, and not to y Party opposed.

When a penalty is given to any one, who will prosecute (by Stat) for y same, y State or King may bar a popular action, by releasing y whole penalty, or granting a pardon before action is brought. But if a 'qui tam' action, or prosecution is commenced, y State can release no more yr its part of y Penalty.

On a right of recovery all liable to y Procurator, by y prosecution of y suit, and such prosecution cant be defeated by a whole Partly, by y High Gen. mi for y part not belongs to y King or State, for y right, the one haft is vested.

No can y State suspend or discharge a suit as to y other part, if duly commenced.

In saving y Parliament can release y whole penalty prosecution but. It is hard to say, what an Eng Parlament cannot do, but I do think ye by and their power in not repealing a Stat. 'Tis a principle, and, imagine,
But so right to release in a popular action, by reason of the extension of time, recovered to a fine, the
so adequate to no Covenants recovery, in a popular action, which
be a bar to a subsequent action, or prosecution, lost
in individual for some time since, and also at the release
pending an action by prosecution to be sold, shall besides
to demand public justice. This was to provide of the
prosecution, and is one of those ancient statutes, which form the
above law of 461. Indeed, in the opinion of a covenants recovery, if ascertained, not have been
38. To further proceed, by Stat. 15. Eliz. yt y Procurator
2. Can't compound yt action, in any manner, tbe \_\_\_\_\_
39.
1. Stat. 15. 16.
and other Punishment, and yet it is discretionary with y Court
for 17% to grant or refuse leave, and whtn yt is compound., is
Thus govern, yt part of y Penalty belonging to y Public,
Stat. 62. must always be paid into Court.

This a rule of Practice, yt after verdict, yt action will not give
leave to compound, nor on prooff of y poverty of Deft.

Even a bona fide release by Procurator, did not at 2 Stat.

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11. Co 20s. 6.
2. 776. 332.
5. 20s. 63.

Suppose y Procurator, found to defraud a public
prosecution, as to delay, as yt y Deft of Limitation, may have, and
then withdraws, act be not be punishable as for a
misdemeanor & yt thinks he de-

But when yt action is given to y Party injured by y Deft,
2. And he does and releases, pending y trial, a suit is brought
in court, y State can't prosecute y Procurator, for y Deft's part don't
3. Go to y State, nor can it stand for its representation
The State can't become Executor of y Procurator-

If several persons are convicted on one prosecution, on a Bill
for a Deft. It, in some cases several penalties are inflicted, and
in others, only one penalty can be recovered as you.
This distinction of specifying and des confused y Deft, counsel
and every body else.
Of several St. Clauses - convicted on one prosecution, civil or criminal, it be a several Penalty, and where y Sum is a fixed sum is to be inflicted on each, however numerously of Convicts - exception. First when y Penalty is given by way of satisfaction to y party aggrieved, y 2nd St. Clause, prevails there shall be but one satisfaction - there is a contrariety in y books on ye subject - Conr. 359, 20 2nd, 610.

B. S. T. B. is opposition -

exception 2nd - Wherefrom y Language of ye 1st; yt ye 2nd St. Clause, yt a single Penalty alone was contemplated, as though, if a St. Clause, y single person or person committing such an act, they could supply it, but here if y Language had been, he or they should supply it, ye case not have been different.

And further, it would require an exception, they should if ye shall seem only to contemplate a joint Penalty, yt if ye Penalty was punishable at C Law, ye is Peter Eve, yt a several Penalty was contemplated by y Legislature. y single Penalty was contemplated by y Legislature - y single Penalty is punishable - for all Penalties are punishable at C Law and y St. Clause is cumulative and as far as ye doctrine are several punishable at C Law - ye some must be ye case be a stale. But in all of an within y General Rule, or either of ye exceptions, it is y intention of y Legislature, yt governs -

If debt is list for, recovery of y Penalty, ov single offenders there can be but one Penalty, required, at any rate, or consequence of y form of y action. There is but one entire debt and 10 y court must consider it - Ex. But one 1st recovery, and but one entire judgment -

where y St. Clause requires but one Penalty, debt is y most common and proper action, and as debt list only for y recovery of y Penalty, ov, where y Penalties are several, debt would lie, as decided y wise in y action of debt, only one entire Sum can be recovered - 1. C. 245, 2. Est. 1088.
And as two or more persons may join in committing one offence, so on the other hand, there are cases in which any number of continued acts may go to constitute one entire individual offence. And if an offence is prohibited by a Penal Act, there will be but one penalty assessed, for all these combined acts taken together constitute but one offence. I will illustrate this by a former example. If a man labours ye day, he shall not incur a penalty for distinct parts of ye day, but only one penalty, ye acts being in continuity. So it is continuity of acts ye constitute bating.

60. In a popular action, ye Plit by y Prose is entitled to no costs, ni otherwise given by y State, or by some General Statute.

1. Act 76, giving Plit costs in such cases. But when a penalty is given to y Party injured by y offence, he is as much entitled to costs as in an action for y Penalty.

2. Act 74, giving as a compensation for y Injury sustained, and y costs shall go to satisfy y Party for y default of y debtor.

In not satisfying y damage without action bost, as he had have done.

On Count y Prosecutor always recovers costs, where judgment is ye Self and found costs, if Judgment is to himself.

Finis of Municipal Law
Husband and Wife

Husband's right to wife's property
3. Wife's personal property in possession
4. Choses in action
5. Wife's Chattels
Real
8. Wife's Real Estate of Inheritance

Wife's right to the Husband's Estate
13. Husband's liability on wife's account
21. II for her duty
II for her tort
III. For her crimes

Wife's power to bind the Husband
by contract during coverture
26. Wife's power to bind herself & property by her own contract
32. Her power to devise
33. Agreement between husband & wife
44. Contract of husband & wife during coverture, also before coverture
47. Rights of dower
50. Husband's right and power over the person of his wife
52. Evidence pro & con

When she may sue alone or not at his election
60. When he must sue alone
64. In what cases the husband must sue with
in what cases his wife as def.

Celebration of Marriage
70. LORDS and BARONETS marriage
70. Divorce
The subject matter of Municipal Law, is divided under two general heads, the Rights and Wrongs. 1. St. 122, 3. 201.

The object is to guard and enforce persons, and to prevent or redress injuries of justice and right. 3 St. 1. 1 St. 122.

It is necessary it might be most understood, wrongs being but Privations or violations of Rights and right. 3 St. 2.

Rights are of two kinds: 1. of Persons. 2. of Things.

Wrongs are also of two kinds. Private and Public. 1. St. 122.

Persons as contemplated by Municipal Law, are of two kinds. 1. Natural. 2. Artificial or Civil.

Natural or human beings, are considered in their natural capacities. Artificial are such as are created by law, and are called corporations, or Bodies Politic, as cities, corporate towns, societies, and other incorporation companies. 1 St. 123.

These derive their existence from fact or statute. Incorporated, they are created to maintain a perpetual succession for perpetuating certain particular rights, and for perpetuating those rights.

The rights of Persons considered in their natural capacities are of two kinds. Absolute and Relative.

First. Absolute rights, are such as belong to Individuals, considered as Individuals, such as belong to them even in a state of nature. 1 St. 128. These constitute what is called Natural Liberty. 1 St. 128.

These rights, (so far as their enjoyment is consistent with preservation and welfare of Civil Society) are enforced by Municipal Law. 1 St. 128, 25.

It is obvious then, that absolute rights cannot subsist in artificial persons, since they derive their existence, and of course
have our rights from the constitution of civil society.

First. The right of Personal Security, consists in the right of enjoying one's life, limbs, body, health, and reputation.

Second. Personal Liberty, as here used, consists in the power of locomotion without restraint, ni by the force of law.

The right of Private Property is a right of having, enjoying, and acquiring, without restraint, ni by the force of law.

1st. The right of private property is founded on natural law, i.e., modification, as tenure, by which it is held, and method of possessing it and transferring, are derived from society.

2d. Second. As to relative rights of Persons, they are those which grow out of a relation of civil society, or such as belong to Individuals considered as members of civil society. 1st. 128-140. The civil relations, from which these relative rights result, are either Public or Private.

First as to these relative rights, so united out of public relations, see 1. 126, 140. as of Governors and Governed, Magistrates and People.

Second. The private relations, from which relative right and duties result are as following. 1st. Husband and Wife. 2d. Parent and Child. 3d. Guardian and Ward. Master and Servant. These are called Domestic relations.
Husband and Wife

Husband's Right to His Wife's Property

In Roman Catholic countries, marriage is regarded as a religious ceremony. By law and by custom, it is considered as a civil contract. 1. Bk. 433.

Husband and Wife are for many purposes regarded as one Person in Law. 1. Bk. 422.

The forms and requisites of the contract, will be considered in connection with the mode of dissolving it, or of Divorce. 1. Bk. 422.

The legal effects of marriage contracts, and point of consequences of marriage contracts, as it respects husband's right to his wife's estate. The general principles by which law as to the branch of a subject is regulated, is formed on husband's duty to maintain and provide for his wife, and her estate, as to part only his, as is imposed respecting is unable heir, to become the teaching duty.

First. If a Wife Personally Challenged in Possession.

These in general are absolutely vested in the husband by marriage. For exception in case of necessary. 1. Bk. 435. (For further see 1 Co. Bk. 35 + B. 287. 6. 8. 8.)

If the die in an estate, where of wife they go to his administrator. 72

But he has no beneficial interest in personal property, the wife has "in allur domit", or what she holds as consortium, yet he may control, but is liable or responsible for the injury. So also the husband is entitled to personal chattels of his wife, acquired by her during coverture as a legacy. The value of her labour.

See P. 33.
The title, personal property in action, is pleaded in action.
The husband may dispose of it at pleasure during their joint lives; as debts due him as soon, note. 1 Pet. 3rd.

To Lev. 33:11. 18. B. 110. 18. 2. 55. 3. 96. 98. 98.

18. 2. 92. For one reducing the estate, to those of owner's equivalent.
It. 9. 3.-

1. Pet. 34:16. It is said, in Surwillo, to be on his death. 1 Pet. 34. and ad
18. 2. 94. 1. Pet. 34:17. It is said, to one representing him on his death, he surviving

18. 2. 94. 1. Pet. 34:18. but for 18. 2. 95. Ch. 18. see. 18. 2. 95. (but means if an adequate)

1. Pet. 34:18. There is no larger, all title, as husband in ye case. 1. Pet.
3. 4. 5. 1. Pet. 34:18. See Ch. 24. 18. 2. 93. 4. 3. 18. 1. 11. 18. 44.
18. 2. 93. 18. 2. 93. 1. 11.

These with these also, yet by 18. 2. 93. 18. 2. 93. and 29.- Ch. See
we may take it as administer.
3rd. 18. 2. 93. 18. 2. 93. in case of intestacy was given, but in case
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she may take it as administrator.
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18. 2. 93. 18. 2. 93. of most and most lawful friends, yet in case
18. 2. 93. 18. 2. 93. of most, dying) was by some continued to be her husband.
The word that in Court, no such right in a husband. In Court administration goes to next of kin or first instance in Court. It is 165 and there is no special provision for intestacy of a wife here and none at law, and one to compel distribution with exception in husband's favour.

It can't however, either here or in England bequeathed unless, in action, for a bequest and a disposition will takes effect in his life time. Co Lit 351. Dec. Bis. Tom. 53. and even if another in husband's neglect is appointed administrator, his husband considered as next of kin, is in any entitled to her personal property, post payment of debts. 3. Eliz 526.

Toller 173. 3. Hic 188.

There is yet correct or proximity.

And a right it has been held is transferable to his representatives, so yet if he die before taking administration, his representatives will take y succession. R. P. Mrs 331. 2. Eliz 526.


But it is now held, yet her representatives are by that 31. Edw. 5? entitled to administration and yet they are trustees for his representatives in equity.

A settlent by y husband on y wife, is deemed to be an absolute possession of the choses in action, so yet he must not only have ym. of he survived, but if he die first will transmit ym to his representatives. Raw Chy 163. 312. 412. 2. Erm 301. The being considered as purchaser of ym. by y settlent.

But ye rule don't hold, it seems, ni there is an express or implied agreement is yt effect, is if y settlent is said to be in consideration of her choses. R. P 170. 50.

Pre Chy 209. 2. Erm 64.

But if y settlent is made post marriage, it must be adequate. Seems yt ain't a purchase - even tht so 2. Hic 285. 2. Hic 285. ni justice is done he.
A means of rent due to wife, while she be alive, may be assigned.

2. Deeds. A husband by marriage—But ye can by et 32. Han 8th

1. The husband is when ye come testy, without his own choses.


3. It is to a wife be made, and judg'ment must be obtained of him.

4. His husband and wife—They are Perma for y Judg'ment. The claim

5. As a debt, jointly in husband and wife.

6. 1st. 8th.


3. Mod. 93. 8th.

7. In the before collection, the assignee will obtain, at


9. 25th. 4th.

10. 2 h. 182. 66. a. 2. H. 48.

11. 1st. 8th.

12. 30th. 30th.

13. 20th.

14. 25th. 4th.

15. 2 h. 182. 66. a. 2. H. 48.

16. 1st. 8th.

17. 30th. 1st. 8th.

18. 20th.

19. 25th. 4th.

20. 2 h. 182. 66. a. 2. H. 48.

21. 1st. 8th.

22. 30th. 30th.

23. 20th.

24. 25th. 4th.

25. 2 h. 182. 66. a. 2. H. 48.

26. 1st. 8th.

27. 30th. 1st. 8th.

28. 20th.

29. 25th. 4th.

30. 2 h. 182. 66. a. 2. H. 48.

31. 1st. 8th.

32. 30th. 30th.

33. 20th.

34. 25th. 4th.

35. 2 h. 182. 66. a. 2. H. 48.

36. 1st. 8th.

37. 30th. 1st. 8th.

38. 20th.

39. 25th. 4th.

40. 2 h. 182. 66. a. 2. H. 48.

41. 1st. 8th.

42. 30th. 30th.

43. 20th.

44. 25th. 4th.

45. 2 h. 182. 66. a. 2. H. 48.

46. 1st. 8th.

47. 30th. 1st. 8th.

48. 20th.

49. 25th. 4th.

50. 2 h. 182. 66. a. 2. H. 48.

51. 1st. 8th.

52. 30th. 30th.

53. 20th.

54. 25th. 4th.

55. 2 h. 182. 66. a. 2. H. 48.

56. 1st. 8th.

57. 30th. 1st. 8th.

58. 20th.

59. 25th. 4th.

60. 2 h. 182. 66. a. 2. H. 48.

61. 1st. 8th.

62. 30th. 30th.

63. 20th.

64. 25th. 4th.

65. 2 h. 182. 66. a. 2. H. 48.

66. 1st. 8th.

67. 30th. 1st. 8th.

68. 20th.
If husband assign your real or personal goods to make provision for your wife, &c. 1. Brin Jr. 326. 3. Brin 320. 4. Brin Jr. 326.

If husband assign your goods or value, to make provision, as husband, to make provision for your wife—


For a lot of goods must interpose on any other terms or favors of assignees. They are liable to husband's debts after his death giving a wife, to be seized by a latter heir (not Supra). 79.

1. 4. Brin Jr. 320.

For they are regarded as choses in action. They are 1. Ben. 261.

1. T. 251. 351.


Greene 251.

Mere act of conversion, before marriage, she must then join in action for her right at time of marriage; for nothing done is in action only—Post No. 2. 351.

3. T. 351.

That can be a chooses or money, for y possession of y Liv. 187. 1. Ben. 261. 1. Telmi 172. 3. T. 351.


That can be a chooses in action, or money, for y possession of y Rien. 351.

For y usufruct of y wife, is subject to his control and not to hers. The 3. T. 351.

That can be a chooses or money, as it becomes payable, but cannot

Said 251. 488.

May receive y money as it becomes payable, but cannot discharge y control.

For y usufruct of y wife, nothing more on a right or authority is receiv'd y money as it becomes payable.
The she may do, as payment to her, is performance.
There are three different opinions on ye point in ye books.

III. The Wife's Chattel Real.

Chattel real are such personal property as surviva of ye realty is term for yrs. mortgage 2. 36. 386.

Her those when vested in y wife, y husband has a more extensive right, ye over her choses in action.
The chattel real of y wife are liable during yr of devise,
for payment of his debts, and to be taken in execution.

The choses in action are not ou. Co Litt 46. 321. 9. 116. 338. 9.

A husband has a right to dispose of ye absolutely during their
et devise. If he do not dispose of it, he goes.

But it has been resolved in Court, yt no y wills death, living
a husband, they go to her representatives. The remaining heirs being
unknown here. 2 Dec. 238. The interest are not assignible.

In Eng one husband nor wife can devise ym, for yr rights of
Survive is prior and paramount to yr of Devisee.

Pre. Chy 418. 2. 169. 270. Co Litt 357. 2. 56. 434.

But by act executed during their et devise, y husband, may dispose
of ym, to best in possession even after his death. For here
a right of future interest passes instant. Co Litt 287. 1. 136. 344.

To yt of y transfer zones within y description of a disposition
during y estate. whereas a devisee vests no interest till
the testator's death. Litt 2a. 28b. Co 184. 5. 3. Dec. 239. 10.

They are not liable for husband's debts after his death, if y wife
survives. So a converse as to y wife.
To y wifes right of survivorship intestate and as y husband may y will make ym suject to his debts, just of his executors after his death cant subject for in Eng are they are liable for y wifes debts, if she dies first.

(Co Tenants Page 1)

The husbands rights by survivorship, include his executors, But according to y doctrine holden in 2 neg 385, y rule in Com must be different.

By a feme covert, a tenant of a chattel real, married and dies, y whole goes to y other Tenant, for his title is known to y husbands.

Flow 418 Co 7 Rec 185, Boc. M B. Sem 62

But y husband has during coverture y same power to sever her Tenancy by an actual disposition of her moiety, as she had while sole. Abc.

She may in Equity, assign ym what consider during coverture so

E. leg cant set aside y alienant. 2. Bern 270, Rob 293, 301.

For y legal title is at his disposal, and leg cant control his right to dispose of it— ante 75. 1 Bern 718. 3 P 418 39.

Of The wives Real estate & Inheritance

By y wifes real estate, y husband has y sole usufruit during coverture. But he cant at Co Law alien it alone. This power not being necessary to regulate their concerns and provide for a support of y family.

Bae. bar. Gene. C. 1. 15


Nor can husband and wifes by yr pt acts alien her inheritance ni by fine or recovery on y ground of Estoppel.

In Court it may be done by their pt deed.

By Co 32 Ten it, y husband and wifes are enabled to make a lease for her feoffees interest, for their lives or 21 yrs. A d.

Boc 378 22, 5 Co 9 2. Taunl. 180 m. 9 22 378
Such leases are also valid during her term, the husband or wife shall die before the expiration of it.

31. If husband during coverture grant a longer estate on his wife, and if married in her, or married within a month afterwards and immediately, no relief. But if it were made only as a grant during his life at most and for less, as his wife may die and his son be entitled to curtesy.

Suppose she dies under circumstances, and not until a husband be curtesy, can she have on her death, claim a

On his death during his lifetime, her real estate vests solely in her. In his death, his fee vests solely in her, but if husband in case of child born alive of her, and capable of inheriting, an estate, has an estate for life, or y whole of what she died seised of, by y curtesy of king.

Lathe 643. She is entitled to curtesy in y wife's equity of redemption, in fee, and it is only an equitable interest, if not; there cannot be an actual devise. (Mortgages 52)

In every kind, James y husband has curtesy, without having owed. 

The tenure of lands by a charter of eq. 25 is according to y. Gavel kind, but curtesy under such circumstances, has never been secured here. 2. 96. 128.

Here can be no curtesy in remainder or reversion, for if these y wife don't die deceased, see Estates by curtesy.

To entitle y husband to curtesy, y decease of y wife must be actual. Except in case of some personal tenements, and estate of redemption. 

Co S. 28. 2. 96. 127.
But it has been determined in Court, yt such rents
and reversion and yt a right of possession is sati-
4. Day 298. So entitle a husband to curtesy, y lannadur
must be legal, and y wife must be born during y life of
Mother.

By y birth (cut Tobs) y husband is interd by y curtesy,
initiated, y title is consumed by y wife's death. 2. Bk 28. Co Lit 30.

At G Law, arrears of rent, due to y wife while sole, and not
enjoyed to y husband on y wife's death. 2. Bk 174.
They not go to y Executors, being in y nature of choses
of dower belonging to her while sole and not reduc-
d to possession by y husband. 1. Pol 162. Co Lit 152. B. 4 Co 57.
6th Ed 282.

But by St 32. Ten 15 they are given to y husband, they
vest in him on wife's death, and go to his executors be on his
death.

But arrears accruing out of wife's property during curtesy,
yo to y Survivor at G Law. This not being withhold, aabove
St 32. Ten 15.

The wife can have no title and separate property at G Law.
Lak 270.
Now a gift to his sole and separate use is protected in thy
as y claims of y husband. 2. Bes 158 663. 1. Sowl 87. 30 2. D B 70.

1 Alks 270.

Y della property must vest in y wife, y husband has no right to
by curtesy or otherwise. Nor such property she may exercise
as absolute a power in the as y wife, ni yt she can't
absolutely devise it all real, by St 32. 34. Ten 14 2. 7 B 663.

Now for she make a disposition by way of trust or power—
see Post No 2. 10. 40. 1.
The husband cannot by his joint deed a gift to, and separate use of, a wife, vest in her any common interest.


For a descent in her of Real Property.

Co Litt 3.

356.


And if y. wife does not vest her own or act to vest it in the husband, then her husband cannot prevent it.

But y. wife, must execute, determined, may vest in or sell her interest in it, and the husband actually contends for her acts during coverture, don't bind her.

Up. B. 39.


As y. wife has first allowed to hold separate property, trustees were thought necessary to stand seized to her use, not to now.

But property real or personal, may now be given to herself separate use exclusively before marriage or after: even by y. husband as well as others. In such cases, y. estate has been held to be a trust in y. husband.

Here representatives have y. same right, if after coverture ended, she did not make her election:

Co Litt 3. a.

If y. husband neither accepts nor disclaims, all purchases are good during coverture.

P. 2.

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P. 2.

For she can't bind herself by her agent, title after coverture determined.

It has been held, y. if a woman, after death of a trust

term to a separate use, marries, her interest in its estate in her husband "Pure Marital" — I can't tell why.

Con. D. Co. 518. 2. B. 3. 2. 1.

1. 6th 41.


2. 112.

2. Vol. 345.

2. Rev. 264.

2. Rev. 194.

2. Co Litt 355.

2. Rev. 264.

2. Rev. 89. 269.

2. P. 299.
I. In Eng and Comty by interst of distribution 22 Ch. 2 - 26 Ch. 6 if y husband die intestate leaving Issue, y wife has 1/3 of y personal property absolutely. If no Issue - 12. devs of y husband being first paid. 28 Ch. 2 Bac 47, 3.

II. Dower At L.S. y wife is entitled to y husbands estate, to a lifeestate in 1/3 of all y husbands ineritable property, of wch she was seiz'd at any time during coverture and wch, any Issue wth she might have had, 1/3 have inherited. (Estates for Life, Dower) 2, Bac 129, 131, Sitt Lea, 30.

The husband at L.S. can't by alienation bar her of y right to bar herself, she must join wth a judicial conveyance. In wch cases, y husband being concerned to procure y wife to join wth a few of his lands, is compellable to pay for same y contract specially. - as by suit or recovery.

In N.York and Maine she may bar her right by joining in a deed with her husband. For y rule in Comty write post No.2, p.12. She is entitled to not having barred herself as before, if any Issue wth she might have had, cd inherit. See if any Issue if any Issue wth she might have had cd not inherit it.

as Dower in Special Tail.

For y following rules on yse page see Estate in Dower.

But she must have been y actual wife at y time of his death, Hence at L.S. a divorce "a vinculo" takes away y right.

5 Co 32. 1 Roll 68. 2 Bac 130.

Divorce amended at Hier. dont for y marriage ant at an end.

Bac. Dower. C. Nee 105. 34 Co 46. 8 Co 13. Co Lit 52. 53. R.
If y husband dies before y age of consent, y wife is still to be endowed to last 33 a 10 a.

But she must be above y age of marriage at y husband's decease.

Laws. 36. 38. 33. 3 4 13.

The wife has dower, however old she may be at y marriage.

1. Roll 57. 36. 49 a. 13.

Husband and Wife (Book 2.)

Book 15. 155. This woman is the heir, for she is the heir of an idiot, might be endowed to last 33 a 10 a. and her husband of an idiot could not be a tenant by curtesy.

The law now settled, she cannot be.

For to entitle a wife to dower, y marriage must have been legal.

The wife's right to dower is paramount to y claim of devises, judgments, and even mortgages, where y mortgage is made post-partum.

The right in personal property of y husband, is referred to such claim. No. 1. 30. and.

The ground of her interference to creditors goes to dower, or to her title has relation to y marriage, if y husband was deceived, and a commutation of such dower as he obtained post-partum.

Witness her claim to y personal property relates only to y death.

2. Roll 13. To the hus is no power to restore hence to possessions, when he is more fully satisfied; but he has power to retain her in a similar case.

1. Roll 57. In short, y wife is entitled a right of dower only in y intestate property of y husband died without a son, or she owned at his decease.
2. The words of y. Bound to limit her power 
y inheritance of wh 
husband died before property - at C. 16. But y word 
"possession" is in y. case construed as y. ownership, rich y. word 
"owned" as y. actual possession or dominion by y. husband, is 
not necessary under y. - She is entitled to Curtey 13. if what inheritable property he owned at his death. 
She he died dispossessed.

In Curtey & husband may defeat her right by alienation in 
y. lifetime, but not by alienation in contemplation 
of death, and as a provision for her family, for it can't 
any thing but a Testamentary disposition.

By our 2. laws, if a man dies without issue and 
leaving a widow unable to support herself, and who has 
no relation born to support her, his property in y. bands 
of y. heirs, and legacies is charged with her support during 
her widowhood. This is peculiar to our state. Little Dover.

In Curtey 14. wife am't entitled to dower in y. Equity of Redemption. 
of a mortgage made by y. husband in fee, before marriage, 
Becaus it is a mere Equity, and yet y. husband in parallel 
case, is entitled to Curtey. No. I. P. 168. But in case of 
mortgage term, she is entitled to dower, if y. reversion is 
un estate of inheritance 3 P. 122. 4. P. 100.

1. P. 321.
2. P. 526.
3. P. 122.
4. P. 126.

In Curtey and 15. this mortgage is in fee, she may 2. P. 122. 
have dower in y. Equity of Redemption. - Cont. P. 333. 
Cont. 16. 2. John 186. 7. De 175. The right in Curtey as 
in England is paramount to y. if y. husband's devisees and 
creditors.

The right of dower may be based in various ways - 
as by enfranchise (enfran) do also a alienage, as in a 
citizen of U.S. marry a foreigner. She can't hold any 
interest in her real estate, whereas it is usual to obtain 
from Legislaures a special act entitling y. wife to hold
to hold real property.

When a minor woman becomes naturalized, y disability ceases.

The wife is barred by election with an adulterer by St. Inst. 21. Co Lit 32. 3 P. 411. 1. Rob 488. 2. P. 136. 7.

3. To by divorce a vinculo matrimonii

To by alienage, except in case of y woman consent.

2. P. 131. 88.

2. P. 30. 38. To by treason of y husband.

But not by his felony since That 1. Edw. 6. Edw. 5. consequence y adherent, his true edw not inheret to estate. No such rule in count. nor can there be any by y law of St. Act 3. 2. 38. 2. P. 135. 30.

Art 3. S. 52.

Here neither her nor widow can be barred of their right.
y husband's treason.

P. 38. By detaining a little deed from y heir at law, her right. lover is suspended. y she receive it and if she deny y Detainer and it is found to her, she is barred forever.


2. P. 130. 7. To if the alien in fee or life of any other yn herself.


1. Lit. Sec. 15. Co Lit 221. 2. P. 274. 5.

But not ye work a forfeiture, like any other tenant in life.

2. P. 137. 8. By accepting a moiety before marriage. P. 44. 5.


4. To by burning y husband inifying a fire, or suffering a recovery of his inheritance during coverture. into No. P. 85. She is preventing from avering her coverture. These are y only modes, in wht she can alien her property.

10. 49. or inheritance during coverture.

But these in theory of law, y principles on wht she thus alien. 5.
also her estate, is not ye she can any way during pay during coverture, also her real estate, but merely by matter of estoppel, ye prevents her from avering her coverture—fer if ye fact eu appear by ye et, neither a fine or recency nor bar her right of power.

Divorce a vincula ye dont work a forfeiture of power—
i n Comit, ni y wife is y faulty person. If she is y faulty person, dower is barred.

But on ye seems to imply ye a woman being absent from her husband without her consent, and without just cause, isnt entitled to dower.

Paraphernalia Soc 229.

The wife is entitled also to certain articles of property called Paraphernalia, ie something over and above dower, as her Apparel, Bedding, Trinkets (Post 6)

It is sometimes difficult to distinguish between ye description of property and ye in a wife may hold to her sole and separate use—a difficulty arising from y incompetency of many facts into y an examination—ye tends to run to perfection.

As the property held by a wife to her sole and separate use, y husband is a stranger. She holds it by right exclusion of any right in him. Not so as to her paraphernalia—especially of ye II class. Post 6. Property is vest exclusively in a Dames covert, must be given to her sole and separate use.

But no particular form is necessary. y intent being apparent is saty—3 atts. 893.

In some cases, y intention is inferred, not from y terms of y Gift or Transfer, but from y nature of y property and y circumstances under which it is given. Text 83–98.

as Damrode, Plate, given by y husband's father.
to y wife on marriage day, has been held as her separate property, and a similar gift of a stranger, may be so. Trinkets given by y husband himself in his lifetime are also in some cases, y wife separate property, and they are a not, must depend upon y intention with wh gifit is made.

This description is important, and when it is observed as n
y case (covenants above) y wife relines in favour of y wife. After it be returned to her by y husband, she have no other
Title. Then she takes as legatee, not pre-suppose y wife
Property was y husbands - It may n be subject to his
debt. - Post 8

And property given to y wife by y husband, even in his
lifetime, for y purpose of being worn as ornaments of her
Person, is nit her separate property, i y above absolute
as his heir ancestor, (3. of the 394) but is liable under certain
qualifications for his debt. Pl. 390 comes under y head
of Paraphenalae.

The wives property called Paraphenalae, is of 2 kinds
First necessary apparel and bedding. 2. ornaments
Coryn D. A. ed. Sem. 2.

1. 390. The power of y husband over these 2 classes, is essentially
different. During his life, Paraphenalae of second class
are at his disposal, but according to Mod. authorities, he

Can't bequeath same.

Contrary in Ch. 260 or 260. 1. Role 81.

Those of first kind can't be taken by creditors, nor
Can husband sell y

Cubits can't take y separate class in execution. He
Surely can't sell all of y - indecis 0. be a scrum

This is entitles at least to one bed and appareil suited
To her quality. 1. Role 81. BC 805. Post 5 see 550. 2. BC 435.

1. Role 81.
Paraequitalia of second class, are affected in the hands of the husband's executors, and to pay debt, by their personal property, as exhausted, but not before. 8 alii 393. 1. P.M. 1786.
The wife's claims are paramount to his representatives, but likewise of his legatees.

Land being at 2 Law, liable in the hands of heir, for specially debt, if a special creditor takes his wife's Paraequitalia by
2. clade, she will be considered as creditor in his own heir,
for so much in amount as more creditors have taken of
Paraequitalia—

Here right to you being foremost to yet of heir at Law—1. P.M. 780—
ty inheritance. Tble 422. 3 alii 369. 93. 2. alii 77. 104—

Aliter if taken by simple contract creditors, since they do
not have taken of real Estate. He has a lien on a lane,
only when his Paraequitalia are taken, when a land in the hands
of heir might have been subject in clade—2. alii 104. 5.

Here, a land is liable to both classes of Creditors—

But if your husband create a Trust Estate in lands for
payment of debts, they are liable for debts in simple contract—
The personal property is first liable however—

If in such a case, her Paraequitalia are taken,
(personal fund being deficient) for even simple contract
debt, a wife will be considered as a Creditors in Equity—

To y heir—

Aliter if there is no such Trust, for in such case
simple contract creditors ed not have taken y Real Estate.

Here. Cof y second class, for those of y first ed not
be taken by y husband's creditors—

unque with y husband held in his own possession but he could
his wife to wear as ornaments are Paraequitalia—

A settle or Jurisdiction on y wife, before marriage espoused
to be in bar of all demands on husband's estate, (or after
marriage, but in perpetuity of articles made before marriage, disputing ye settlement she be in possession bar of all demands, takes away her right of Para phrenelie of y second class.

Some acceptance of settlement, being a waiver to on of her claim to same. Seem if y articles were made post marriage and not in possession of those before marriage (at Phra) for she was not Thu Puts at y time of making settlement.

9. It has been held, it she has y same right as y Devisee. Distr. 1. P. 13. 1702. 2. P. 117. 2. 1702. S. 4. 23. 1. 2. 1707. 2. 1707. 2. 1707.

The husband pledges Para phrenelie, y wife, not y successor of husband, has y right of redemption, and if there is no possession of y personal property after payment of debts, she is entitled to it, to redeem y Para phrenelie, even to y exclusion of Legatees. 3. Vol. 385.

Para phrenelie of y second kind.

The wife's right to redeem property as y disposition of y husband, is strictly personal, and of course transferable or transmissible. So yt if she don't claim ym as Para phrenelie her representatives cannot. The husband consequent Para phrenelie of 2. Class to wite for life, remainder to another, so y wifel holds ym during life, as under y will, not claiming ym as Para phrenelie. On her death, they go to y remainderman, not to her executor, for as she made no claim to ym at Para phrenelie, y Co or admm cannot.

And have been seen, had she claimed ym as Para phrenelie.
In Count real as well as Personal property is liable for all debts, and as y executor if he shall take y personal for payment of debts, not himself be immediately liable to reimburse y widow, if there were other debtors.  

There can he take ym at all, m: both funds are exhausted. 

If he can y widow will be creditor to y amt of ym. to all y Estate of y deceased real and personal.

In addition to y mediors usual share under y Act of distributions, in yfory household goods, are to be allotted her by y Act in Count, when y Estate is insolvent. By Count 275, 625:

This rule is extended in practice to other articles, to money.

There and it also extended to Solvent Estates.

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Husband's Liability on Wife's Account

The husband and wife are jointly liable 1. For her debt -  
2. For her goods 3. For her enemies, in some cases.

They are jointly liable during cohabitation for her debts contracted while she. But y liability ceases on her death, mi judgment has been recovered or ym before.  

1. Stitt 337. 2. 168. 311. 3. Mod 185.

For as his liability as it grows out of y relation in which he stands to her ceases with it.

To see if judgment has been had no ym, for y judgment either y debt, by converting y original duty of y wife into a debt duty of y husband and wife. Ibid. Post 65.

If then she die first, no Judgment having been recovered (but Def) i. B. c. y creditor loses his debt, mi she lose effects - or chases in action.

Co Lit 307. 3. B. 117. 413. 32. 463. 32. 162

If she dies first, y debt survives vs her 3.原型 - 431. 237. 32. 463. 32. 162

She her successor and liable. 12. If 3. B. 22.

The substance of y husband's liability is yt y wife by marriage loses heart of her property and y command of y rest, as well.
as y avails of her labour and thus is deprived of means of
supporting herself from arrest and confinement.

She ought not to be personally liable to a suit brought by her husband.

This applies to a principle of her liability both for her debts and those
of her husband.

And hence she can't in any civil action be taken and
held alone or make answer for her debts or torts. She
must be discharged in yo case on common 18. nominal bail —
quia she can't make bail, quia she can't promise security —

Except when action is brought as her own sole, bonding with
her husband. She can continue liable to be held alone, for she was
by her own act, and not in consequence of her, who was originally
regular, so she was originally regularly held to bail and the
same defeat of law is clearly

In yo case execution goes to her alone, and she is liable to be
brought upon it alone.

In such cases, y creditor (Pltth.) may by a writ furnish obtain
execution on y husband's property, with a writ bond, & whole
proceeding not adverse erroneous, ant not conform to y law —

1 Voc. 310 - 2 Id. 30 - 3 Mod. 1440.

If yo are taken in Vide Proceeds, she is discharged in this suit and she remains in custody while the suit in bail for both —


Contrast 40. In no case it is supposed, will second bail
my responsibility or a person having no property at command—

nor legal knowledge to act...

Yo she is held under arrest in violation of these rules, not
remorse, she may in general obtain a discharge in a summary
way by a motion at a st. Deming & ODE. Showing y Process.

If necessary by habeas corpus, as when & it is not shown —

But she will not be discharged at a summary way (Ex. or motion)
when odered alone, as True solde, or y overturer is victorious.
the law of the land imposing on the wife, pretending to be a
true debt. She is left in such case to plead her exequency
2 R. 50, 720. For a prosecution by motion is to be desisted of by the
consent of her husband or be an alien. 2 St 830. Mark 14, 66, 1.
and out of her reach of her freedom.
2 St 740.
(2 R. 61, 2 St 633) For in such case as y husband can't
be sued, y wife will not upon prosecution for their dissipation, losing
her. The above rules all apply to the same Proceed.

But if taken alone on final Proceed as both, she can't
be discharged, as there is a collusion between Hoff and Husband to
keep her in Prison. This exception is founded on
humanity.

For, upon a final Proceed bail can't be allowed, and enjoy
the goods of y wife as well as y husband is eventually
liable for y debts, she must in ye case remain as qty.
Lev. 35. The reason why she can't be discharged on final
Proceeds, is, y wife's object is to obtain satisfaction for y debt. In
a compulsory Proceeds, and on it, bail can't be allowed.

Contra Lev. 35. not Law. 1st Law. Cont. 1, Lev. 31.

A portion of y husband and herself are both taken on
final Proceeds, there can be no ground on which she can
be discharged.

II. Husband's liability for wife's torts.

The husband is liable jointly with wife during coverture on 28.
for her torts committed while wife. The law is same
of the alone, and with y direction, admission or consent
do husband, commit a Tort during coverture.

The wife in these cases is y only guilty person. They are
jointly liable for her torts only then, in those cases, in not
y wife both in fact and in jurisdiction of law, is y only guilty
person, and he is made liable with her, quia she cant
be sued alone.
III. Husbands liability for Wife's Crimes.

The husband in some cases is liable alone for her wife's crimes as in cases of base theft committed by her in his coverture, or in his presence, he is liable alone. A wife being considered as his.

Note. For coverture actual or presumed, excuses her (Do not y rule found ed in host at least in law relating to)

Benefit of Clergy-

The rule is said to be the same as to Burglary- Recl. 31. 4 St. 28. 1. Plea 40.

Recl. But y wife is liable as sole, if she commit y offence voluntarily, as in y husband's absence, and even by his own first command. Such command falls short of coverture.

For more misdemeanors committed by both, she is liable.
With y husband, y husband's presence, coercion, or command.

don't excuse her.

10. Mod 63. 238. 4. 116. 20.

Why ant she excused in a mere misdemeanor, as a simile theft, which is a higher offense? There, y doctrine of clergy (not lib.) seems to clear y difficulty and seems to intimate or indicate y her excepcion in y former case, arises out of y doctrine and proves y general theory of y laws to be, yt y coercion of y husband don't excuse y wife.

For y above distinction.

4. Bk. 19. n Ch.

If y doctrine of y clergy is assumed as y reason of her excepcion it will clear away many difficulties, and reconcile many contradictions.

And for higher crimes, as for treason, murder, robbery, etc., committed by both, both are liable. Any husband and y coercion. For by reason of y enormity of y offense, it is supposed coercion ain't allowed as an excepcion. Because these offenses are out of y clergy and if committed by her alone, she alone is liable.

16. If a wife incur y penalty of a Penal St., he is bound to pay it, the she commit it not alone, and without his provit. The penalty is in its nature of a debt. See Municipal Law 72-64. 2. Rie. 121. 1. Rieh.-

In y case he is liable with her and mede with her a party to an action or information.

She ain't guilty as necessary or felony on receiving and assisting her husband after y fact. This rule is founded on indulgence shown by law, to y relation, in which they stand to each other, not to any supposed coercion.

In all cs to y above exceptions don't apply, a wife is liable for crimes as if sole.

1. 195. 2. Webster's Lexicon 13. 3. 182. 4. 156. 181. 4. 156. 181. 5. 156. 181. 6. 156. 181.
If the wife's power to bind the husband by contracts during coverture.

Her power to bind a husband during coverture by her contracts, is said to be founded on his assent, express or implied.

1. Bell 351. 1 Blk Com. 460. 1 Selin. 287. 84.

17. But the husband is often bound by her contract, when he expressly refuses to be bound (i.e., his consent) as if he refuses to provide her necessaries, she can bind him for any thing besides necessaries, she can act as wife.

Lev. i. 26. 28. 42. Ex. Dig. 122. 1 Bell 351.

His assent in fact is not necessary then in all cases, to his liability on her contracts, and his dissent went in all cases exonerate him. Perhaps a more simple and obvious statement of this principle, or with he is bound by her contract for necessaries with his actual consent.

122. 124. If he is under obligation as husband to provide her with necessaries (i.e., food, raiment, medicines, and such like) as are suitable to her rank, and from this duty, law implies his consent and his implication is estoppel.

18. The husband, like an infant is bound for his necessities, as he was for his own. (Bell 166. 1 Bell 59.) For by being bound by the same the contract (i.e., marriage), he must be so if these are incident to it.

10. Cases in which a wife may bind her husband, clearly any ground of doubt. First, where there is a casual act by the husband before the contract.

1. Bell 423.

Second, where assent by a husband is actually given.

1. Selin 120. 1 Bell 359.

Third, where wife usually receives necessaries from him and her husband buys for her—i.e., has a general authority.

120. Where she husband, how, none allowed her to contract. 1 Selin 128.
Where there is implied consent antecedent to contracts of same kind, not the fruit makes.

Fourth. Where necessaries provided by y wife, come to his use or yt of y family. In y case there is an implied agent subsequent.

In these cases, the wife acts in strictness as servant and y contract she makes, are y contracts of y husband considered as Master or Employer.

1. Talh 118. 2. Ten 155. 2. 5th 1214.
1. Solic 129. 3rd. 1. Role 251.

A general credit given to y wife (as in 5th class of Cases) can't be determined by any private prohibition, so as to defeat claims of those who have trust her on account of y husband.

For credit given by one to another, can be withdrawn 1. Ref 405 only by notice, coextensive with it. Seeus and be defined.


Y wife not having a General credit, purchases clothes etc. without husbands knowledge, and bournes ym with her having. Let him remonstrate. Y husband and liable, for here is no express assent antecedent or subsequent. Seeus had the remonstrate ym and post bournes ym, for then having come to his use not imply an assent subsequent

Upon y same ground of distinction, if (with husbands family) she bourn her clothes before or post wearing and borrow money to repay them, he is not liable for y money. Besides borrowing money, and a contract for necessaries. Same as of any other article. The rule thus far laid down, is sound, if y husband has been guilty of no neglect in furnishing y necessaries for her.

Upon y same ground of distinction, if (with husbands family) she bourn her clothes before or post wearing and borrow money to repay them, he is not liable for y money. Besides borrowing money, and a contract for necessaries. Same as of any other article. The rule thus far laid down, is sound, if y husband has been guilty of no neglect in furnishing y necessaries for her.

21. If a husband turn away his wife, he is liable at all events for her necessaries, not she commit adultery.

Contract 16th
1. 6m. 250. 2. 5th 150. 3. Borr. 2155.
1. Show. 130. 5th 500. 2. 5th 573. 1. 5th 348. 2. 5th 350. 1. 6th 350.
Adultery is a voto cause, and only one who willfully alienate
him from supplying necessaries for turning her away, and if her husband does it, he is liable.

But in the first case, if she be guilty of adultery
no prohibition general or special will avail him:—
The husband consents to her contract for necessaries, but if
she be guilty of adultery, she owes him a General credit for necessaries. (Esth. 124) and y law raises a promise to him to buy for yon.

If a man cohabit with a woman, and allows her to
use his name, as his wife and appearing so to y Public, he is liable for his necessaries, his not name—Ego
not lawfully married is a bad plea in an action
for a debt contracted by hers. he hides her out as his wife—

Bac. 8.

So in a suit for a debt due to her, y rule is, y same—
To an action for Debt by or on hus. and wife—

Comb. 181. Bac. 8.

But there is what principle? can they join as Wife
(Stead 32) on no Principal. If y rule be true, law gives
me right to a man by a breach of faith, and good morals?

Levi. Such a plea is good in an action for Dower, and on
appeal, so it is a good defence in an action for Criminal
consequence—Levi Marshfield says, y marriage must be
lawful, to support y action, because y charge is of a

If y husband and wife that by agreement, or y husband
and wife allow her to subsist on necessaries, he will bound for
her necessaries, but y subsistence is generally known as
asplice when he lived. (Post 37)
Whether known or not to y person trusting is a place where 32.
bust is given, it want material, it enough if knew generally
6. 3d 14' 7' 268 128. See Page 2.

Such a seduction is a perpetuation of a credit whic marriage
jus her on y husband's account, and in Hilt says, yt
y credit must be presumed to be given to y wife on her
own account - But whether be presumed or not, y husband
is not liable. Thid


Y wife living separate has no separate maintenance, y
husband can't discharge - 4. Bur. 2078. 6. 3d. 604-
128 126 7

Y wife leaves and lives with an adulteror, he can't dislike,
during elopment is notorious - Talk. 116. 6. Mod. 171
118 256. 282. 3. 13 12 6. 1. Bur. 8 and hasta y cannot and authority,
his can't liable at all even if her elopment is not notorious
128 125 1. 3d. 348. See infra.

For by each an act her rights as a wife are forever
forfeited - Hence husband is discharged forever 1 8 et P. 338-
339 and y husband cant bound to receive her again - 3d. 603.
6. 603 - Nor is he liable for her necessaries after refusing
to receive her 1 8 et P. 342. Mod. 244. 6. 3d. 613. Ed. Ray. 444 23

led dese as he has given her a credit with y Public
not unit in any way revoked, so far as regards y knowledge
y Public - This is rather too much in favor of a
husband, it seems hard, ye be that be considered, 'tis
e he she have given notice

But it seems to make one difference an y elopment is 2 6.
notorious, an tri adulteres or not, he can't liable.
The rule seems to be, yt y husband can't liable, the
y elopment and adulterous.
24. An wife seperates from her husband, and first of all return and her husband refuses to admit her, he must support her and of course is bound for her necessities.

Eccle 126. 5° 85. 1. Eccl. 290. 360.

For a man elefent is not a perfect forfeiture of her rights, it's but a temporary forfeiture of him. 18. no long as Elofent continues.

Contr. Talk 118. 148.

25. In ye case, 18. 180 he, she, to return, a general prohibition of trusting her, is not good. But Special no however is good. For in be is bound to support her, yet Both such misconduct, she might arbitrarily select creditors for whom he his will and provision.


If however he leaves her, at his own house with children,

having made no provision for her, merchandise the cloth in a state of adultery, he is liable for her necessities, provided y don't didn't know of y adultery. For by leaving her in such situation, he gives her prima facie credit with y cloth.

But the her husband can't have for her necessities during

2. Be 126. elopement, not adulterous, neither is y wife, for she is still a Time Court and y marital rights are entire 18. must be.

The creditor must credit her at his peril, violated.

It has been held before, if she lived in adultery during y Elopement. For us she may forfeit her own rights as wife, how can she impaire his? This Domastic art Dom, for in ye case she not obtain rights by an adulterous Elopement. In an oter domin. See Page 32.

24. Where husband and wife live separate, and husband is liable for necessities furnished her (ante 22) y goods, it is said, she not be charged in y declaration yempt as.
furnished to him, but y special matter shd be shown.

Mr. was y cause of action ad not be identified, so as to be a bar. (St 127) There are y former mode of declaring according in legal effect. (So would think) But omit agreeable to analogy and had never see y necessity of it. (Provisions). If y husband provides necessaries, (Sec.) for y wife at home, he has a right to prohibit y public health as well as any individual he trusts her at all and may discharge himself for y end of y law, is attained.

And he may now terminate any credit, he may have given her, with y Public or individuals. Stat. 118. 5th. 444 to 106. But he cannot deprive her of necessaries. Est. 122. 1. St. 442. Stat. 118. 5th. 444 to 106. The may defend himself by misconduct. If he refuses to borrow ym. She may get ym on his credit. (Ante 17) 31. 442. Est. 122.

25. If y husband leaving her away might suit causes, he is liable for her necessaries, and foresee y rule is just. If the 2. 2d leaves his house by reason of bad treatment, and no render her residence intolerable - y analogous case in y Eng. Books, but in ye State. (Comm) there are y Post 5 a father abuses his son and his representatives were held liable in a Gen or Special prohibitory.

For here y husband is y aggrieved.

For money lent to y wife, y husband ant liable under any circumstances, unless it is actually expended in y house case of necessaries, and then only in Equity, because there is danger of misappropriation. If Law meets favour y lender, and a contract at Law is good or bad at y time of lending and not affected by matter of fact, it must be. Some of an infant's enforced at Law without reference to y application of

money, or not at all. Hence y husband can't be subjected at Law but in Chy - y lender stands in place of lender, and recovers only y and of necessaries - this less y own lent.
A woman in any County of York, Court, not a tile
for divorce for 'thralldom absence,' and supported it by showing
of the absolute limit for a tolerable benefit of his Conduct
on &c. Case not reported.

27.

If a husband and wife separate by deed, ye husband
substantiates an allowance for her maintenance, and she allows
'tis duly paid, he is liable on her contract for necessaries
2. N.B. 148. (Contra. Mansfield.) For here ye conclude if
his exemption from liability is broken. 31. 31. Judges
Mansfield claims concern in his decision. 2. N.B. 148
but I think, ye others Judges fairly demonstrated it.

Of the Wife's power to bind herself and Property
by her own Contracts.

By y Gen Rule of y C. Law. She
she can't make herself liable or
or subject her property by her Contracts: But she may in
many bind her husband. The reason generally assigned is,
'tis her existence is merged in y husband; 'tis yet she has
no will distinct from his. 10. Co. L. 42. 1 Rul. 327. 1 Rul. 442.

It don't seem necessary to recite in so technical a reason
for a true principle of y Rule, that as y law has in favour of
she, husband acknowledged her of her property or disabled
her to dispose of it, hence she is acknowledged is all
Personalists.

2. The husband has a right to her person, and if she
may bind herself, ye right might also be infringed.

3. If she do affirm or subject her property, her right to ye
might be defeated. An't be 12.

The presumption ye she acts in all cases under a
correction if her husband, seems to form in gen part
'tis true reason of y rule. For if she do enter
into a contract confoundedly as his will, it certainly
not bind him or her.

Nor contracts at law are not regularly voidable
merely, out words.

1. 1. Pow. 30. 27. 1. Sal. 17.
2. 2. Plm. 144. 2. Plm. 232.

But a rescission of her deed at her own after her husband's
dee, or what is equivalent to it, will bind her.
This being a recission virtually, do to the law, is
a new deed. For every deed takes effect from delivery
12. from the date of it last delivering, is not valid "as
initia" but from the rescission.

Her leases, however are only avoidable. This exception to
y Gen Rule is allowed for y advancement of agriculture.

And if she marries y husband in a lease of her lands, for
life or more y 21. yrs. and accepts rent after his death
she is bound by y lease, for she thus assumes it — That
husband can avoid y lease, and the estate during
cov'ure, for y avoidance not be of no greater authority.

In y case however after she become a coheir, she may
ratify or annul it, as where she leaves alone.

It being as to her avoidable.

If she ratifies it, she becomes bound by y contract.

If a lease be made to husband and wife, and y agrees
it after his death, she is liable on each of y contracts.

1. 1. Plm. 348.
2. 2. Plm. 132.
3. 3. Plm. 225.
4. 4. Plm. 225.
5. 5. Plm. 225.
6. 6. Plm. 225.
7. 7. Plm. 225.
10. 10. Plm. 225.
If an obligation be given to Baron and some, she may refuse the benefit of it after husband’s death, and after such manner it enures to his representative, as an obligation to him alone. "Ded" 51.

If a husband and wife are made Tenants in Common, she may dispose in y purchase or gift after his death. 1. Role 349; 3 & 26. and when waived, it will enure as an estate originally conveyed to husband by y waiver, it is waived as to her withn any, or by relation. 3 & 27. 8.

3 & 26: But if y estate is a Treehold, a waiver by Parol, not sufficient, she must agree in a cot of Boden. This is necessary by reason of y law’s deeming so highly of a Treehold.

On y other hand, she may assign to it by Parol, or by her acts, as entry and taking y benefit.

9 & 2. If an estate is limited to husband and wife, and a stranger to husband and wife, and a stranger in y husband and wife take but a moiety, here y husband and wife are regarded as one Grantor. This is in consequence of their legal unity.

If real estate is conveyed to husband and wife by words not between strangers, we create a Pt Tenancy. They will take by interests and not by moieties. Estates in Pt Tenancy - D. 8. 5. They are quasi Pt Tenants, 5. & 140. 55 R 854. 2 Lex 30. S. 187. a. b.

Ego y husband can’t by his own act, alien even a moiety or sever y Pt Interest. He can’t thus deprive her of y chance.
The wife may convey lands limited to her on condition, or yet she not convey from to another.
This is allowed to prevent forfeiture of her interest. The law did not allow her to convey away what she did retain; but with she did not retain, by conveyance if she did not be injured—Post 31. 40-1-

And as she has allowed her wife to hold separate property, she may now by her contract, bind her property thus held, 12 Rob. 455; even while living with her husband—1, Pet. 31. 80. 112. 12 Rob. 457.
1, Pet. 16. 2, N. R. 162.

This is an anomalous estate at & Law. The husband and wife take Suav. & Tenants—For her husband has no right to it—no control over it—

29. Yet she is bound in her case at Law, and her person 20.
In the same, and not liable. The separate property only, is bound 2, Pet. 160.
In her case, and it only in Equity. For if she did be subjected 2, Rob. 572.
at Law, her person not be liable to arrest, she under Suav. and Tenal Bonds, in her case not only her own knowledge, but the rights of her husband might be violated—1, Pet. 314. 2, Pet. 164.
2, N. R. 162.

Whereas a case of Equity can work directly upon her property, without intending her person—
And even the property is liable for hers. By Indictment, she may be
Duressed both in Equity without her intervention, & in their
Coming in her Conveyance is made necessary by & subsequent
under which she holds. For her equitable interest is independent
of her and her husband has no concern with her property, so
at no right of her can be arrested by & conveyance—
The rule has been held to be the same, if y husband were a foreigner, and has remained abroad for yss without return.

1. M. Cat. 364 n.
2. 2 Roit 393
1. 6 Roit 80
1. Roit 255
2. 2 Roit 35. 1. 2 Roit 55
2. 2 Roit 587

2. 2 Roit 35. 1. 2 Roit 55
2. 2 Roit 587

In the case of Corbet v. Pocock the case went further yn any other.

1. Roit 54. 2. Roit 666. 1. Roit 377. 2. Roit 1078. 1195
2. 2 Roit 148. 163

The case of...
and a separate maintenance was secured. The land
held together or ground, yet her husband lived abroad
and yet she traded at a Time both 2 Bo. Ch. 385. 871. Pow. C. 78. 85 & 126.

Indeed, a Lady L. and Bannell vs. Brookes. But if Drabbe
or tt vs. Brookes have all been denied to be law and
must be considered as overruled. The whole current of
any authority is as ym. B. 3 Sa. 545. Marshall D. 1 Sel. 293.
Ratliffe.

(Log Law: Lanesborough. Bannell and Brookes. Orbeet Polite)

Nor is her separate real property liable in equity, ni
even virtue of an agreement to yt effect on her part. Fonbte-
18. an agreement respecting y property itself, not for her debts-
Personal representative engagements. 1 Bo. Ch. 16. 83 & 84
2. 11 Bo. 163. But her separate property and y rents
and profits of her separate real estate may be applied
by a Ct of Equity in discharge of l. for personal engagements.
It is discharged a in hand note 30. 1 Bo. Ch. 20. 17. and y
claims is never personal as such. It never acts in personam
but her property only. 1 Bo. Ch. 21.

In three cases of separation and separate maintenance, if a
remedy is to be sought to y wife, a Ct of Equity (as before said 2 Bo)
by proper forum, for yt it can give a remedy as her
separate property without infringing her privileges or husband's
right.

8. 3 Bo. 547. 1 Bo. C

2.

A Time Court, being separate, without separate property,
was never held liable on her contract either in law
or Equity. The husband is bound to support her, and to
admit yt y wife is bound, is to exonerate y Husband

It has once been held latter. yt y wife living separate
from her husband, in a state of adultery, is liable on her own contract. (1.3, 38) Bed, board, and 23.

For she may have joined her own rights as between her husband and herself; she can't impair a Judge's

sentences, so ant-Saw.

If an -some covert, alone, lends a hand, or offers a necessity, she is bound by it, the marriage may defeat it during her life, or afterwards, if tenant be a Turkey, by entry -

1. Tulk Bl. 341.

She is expelled by her recovery, and some have doubted, an she cd bind herself by a recovery. 1. Tulk 300. 6. Litt 326. 2. B. 394.

She is bound by her marriage, by a fine, she not having defeated it. If she be bound during coverture, her marital rights not be infringed.

In a matter of record, and can't be annulled against.

If a husband joins in a fine or recovery, it's binding on both "as united."

She is bound by way of E. and E.

Those who were regularly, or only, conveyances by one a some covert, did alter her in her husband at E. Law. But it seems now, if she may do it. 1. Tulk 693.

In equity, she clearly may, as well by a declaration of trust, or by her appellation or declaration. The second mode can be enforced in equity only. 1. Tulk 183. 2. Tulk 185.

The former case is 10, when there is an actual assignor, made in trust. 1. Tulk. 2. 183. 185.

A true declaration. In Ch. 66. 2 Tulk 185.
In my latter case, other necessary parties, as y husband, or y wife. here at law as y case may require. are compelled to y same thing.

If y wife having separate estate, permits y husband to receive and use y rents and profits, it is real, or 1 Abe 36. if it is personal, she is bound in Equity to have abandoned y rents and fees him. 2. Pym 82.

As to devising personal property see 2. Pym 82, in Pym 3. 1674.

A wife cannot devise real estate under a general power of will and every power or person in 1. 36. Hen 8th. 1054 36. Dyer 564. 36.
This was a Rule before it was explanatory statute 36. Hen 8th. 1054 36. and by it seems, she is absolutely disqualified. This rule does indeed seem to be founded on presumption of the acts by the will of her husband — that she has no interest in her inheritance; and y power of devising it, &c. Rob. 225. 2. Est. 1. 61. 4. Est. 611. 2. Est. 536.

The Wife's Power to Devise.

By our law of Contz., all persons of full age and right understanding of not otherwise legally incapacitated, shall have full power to make their wills, Testaments, and other declination of their lands and other Estates. 2. Est. 1. contz.

As to y meaning of y words "legally capable" note y construction given 2. y words "all persons" in y 32. Hen 8th. Pnm 3. 11. 18. persons capable of disposing of real property by other modes of conveyance.
It was once decided in y Ct of Errors, in Comt, yt the
right devises Real Estate under y Gen Ll. Law authorizing
Kirby to devise... but since determined Contra hil 483 2 72
152. Under our new St. she is expressly empowered to
to devise... (St Comt 13) And in General, she can't
make a will or bequeath Personal Property.
So it not violate his rights..." see Exc. 106.
Wentworth

2. Bk. 493. Secs of Goods, wh she holds as Executive, in "Auto Fait"
2. Exc 552. She may make an Exec of ym with husband's
consent, but she can't even make his consent bequeath
ym... making an exec of ym, is no more ym executing
a power over ym.

In Equity, she may bequeath her Personal property, held
in her sole and separate use... She is a Tong Sole in Equity
"ius ad hoc" She can't do ym at Ct law, for y Ct law, knows
nothing of its personal property held in her sole and separate use.
And being disabled as to yt by St 34 Ten 87 ant 41.33
1. Mod 211.

It has been said, yt she may bequeath her Personal-
4. Reeves Sexton Eng Law 72.3.4.
1. Bk. 344. But she may bequeath any kind of Personal property held
in her own right, in wh she has y beneficial interest
with his consent, but any y goods were originally his or hers
to his conduct yt gives y conduct, his conduct is y
operating, bequeathing act-
2. Bk. 253. His Eng Law 111.11.30.4 5 Do 73.
That y husband's consent gives validity to y bequest-
2. Bk. 408 1. Mod 211.

2. Exc 552. But his assent of a bequest to her of Personal Property,
ym may aven in yt her after his death, will be of no avail.
And she survives him, for he has no power over it,
The bequest is Enq void 2. Exc 552. This proves yt it is
ym assent of y husband makes her will of personal property valid.
Baron and Lemes

If a Lene Lese makes a will and leaves marriage and dies before her husband, it is revoked. For it is essentially a will to be revocable by the party or Testamentor. But her power to do so, being suspended by marriage, for her resignation during coverture will be void. The Law revokes it for her, for the Law, with the law, does not allow your ambulatory instrument to remain in force.

But if the survivor's husband, how is it revocable? The opinions are contradictory. The weight seems to be in favour of a Reversal. I think it will be reversed.

1. Parra Con. 27th B. 480. Sheet 381 (2 IR 685).

And if a will made by a Lene Lese is not by English Law valid, validated by husband's death, for if not good in its inception, it can never become so. Same rule as to all contracts. 2. East 582. Collateral events cannot give validity to it, nor was originally valid. 1. Eq. 243.
35. The may execute a naked authority, for here no interest of hers can be affected - as a bare power to sell another's property. Con D. Parra Con. Lese Co. Lit. 112. a. R. n. 6. 4. Inf. 82. 245.

P. 3.

So also the interest decreed to her with her power. Provided her authority is collateral to her interest and don't flow from it. They are then unconnected as if granted to different persons.

As devisee to her, of an interest, in trust to convey to another, or on consideration of her conveying. Then she is bound to convey and by conveying parts with no interest with she has a right to hold.

P. 40, 41. Of a title. "Devise 40."

Alter if your Power arises out of her Interest - as Devisee to her in fee with power to convey. 1. Stat. 128.
In case, if she ed execute power, she ed dispose of her own beneficial interest — Post 40. 44. ante 39. P 83.

But 6 conclude, she may convey it in Equity, as separate property, independently of Power. (at Ducrow.) Post 88.

4. She may however execute a power or authority contained by herself in convey, or even virtually to devise her own estates of Real estate is settled on her by way of Trust or life.

In former ease, she may effect obligation by declaration of Trust, in y latter by vesting a power over it.

If Trust or Power is to be created during execution, it must be by fine; if before marriage it may be by deed.

And an estate of a woman conveyed by life of herself for life, remains to her life of such person, as she by any writing in y nature of a will ed appoint.

Here a limitation by her of y land, in remainder, is valid in Phy. I, Pos. 150. 2, Bes. 101. and Even at Law. Wes being now executed by y Lt. of Heds.

41. So by way of Trust, she can dispose of her Real Property in a similar way. If an estate of a woman conveyed to Trustees in Trust for her separate life, overture, and afterwards in Trust for such person. On such or y Lt. cause an appoint. by her in possession of Trust, will be supported in Equity, as a declaration of y Trust.

12. y Trustees will be compelled to convey or carry it into effect.

And it seems, she cant devise or execute a power by demise over her Real Property, ni ni one of these ways.
For y right of her husband concerned.

The may in equity bequeath her personal property under a cave agreement of settlement before marriage, & she may retain it, for so is absolutely in his power. But a wife holds only in equity, for the only evidence of agreement.

At & Law, she can't hold property as separate, until Nov 1 P. 80. The agreement in any case makes it her separate property.

But a power to convey by Deed, is property of another, she may execute withal a like—Proc D. 312. May 80—Lawh 1612. 125. 2 Selk 1232. Tho she can't execute a power over her own interest, & at P. 192. For in y first case she is a mere agent for pursuing others interest. And a appointee in y above cases, is considered as taking by virtue of y Deed, giving power, for & Person executing it. See Deeds.

First. She may dispose of her Real Property by executing a power over a cave. Suppose a woman before marriage conveys S. her real estate to A. B. In case of herself for life, remainder to y use of any person or persons, the whole by y same writing in y form of deed or will, be absorbed. Here all she has to do, is to make a will in form, appointing her children or any persons, y remaindermen. She reserves, while Tole, a power to convey to whom she pleases.

When she makes y appointee, a power in in his devisees, but she don't in form convey y estate, so to take out of her, nominally leaving reserved to herself only a life estate, and a power to appoint any person or persons to take y use in remainder. She executed a power over a fee simple, & she conveyed away while Tole.
These appointees in such case, take under y original settl' and not by y appointent, for yt is nothing more or less on naming those who shall take yt—
The appointent is valid at Law—

Second. Declaration of Trust. The main difference between
us and y former mode of convenance, is, yt, general trust
is substituted for "use." In thim then, a woman whose
marriage conveys her real estate to trustees in trust
for herself and separate use during life, and y remainder
in trust to such persons, as she shall name in form of a
will appoint. Now she may declare by writing in form
of a will, who shall take, and these appointees in y
former case, take under y original deed, as she made
when "Sai Paris" unto 50—

Agreements Between husband and Wife—

Is a General Rule of Law, yt all contracts of husband and
wife are void, and those made between ym before coverture
discovered by intermarriage— Co Litt 112. 264. Br Ch 351.
186. C. 442. "Verners of Che 5,

The reason assigned is, yt by legal existence of y wife is
merged 1 186. 444. 2. The true reason seems to be generally
first yt by their legal unfitness right and obligation
meet in same person. 1 a 326— yt an action
cant lie. 2 That a recovery of attained not in most
cases be nugatory to reason of rights of husband
his wife's property— Thus, if he ed have a recovery of
her, it not in general by one of wht is evidently his
own, or what he might make his own, by his own acts
if she ed recover at law; that she might recover,
indico facto, become either his absolutely or partially.

Besides Thirly— The bounty of a wife most allow
suits between ye - Hence if ye wife of a defendant becomes executor or administrator to ye Pff, ye action is barred.

37. Contracts of Husband and Wife during Coverture.

It is no contract between Husband and Wife respecting Personal Property or real estate, for a reason before assigned and indeed if Ohio does not recognize a right in a Wife to hold Personal property independently of a husband.

1. 3 P 398 1. 16 Ch 33 52. 326.

Cook's Bank 25 1. Dov 84 C.

And a deep of time from ye husband to ye wife directly, not at all - and according te ye present Rule of Equity, be void - by reason not only of a husband's right to his property to be held and y control and in y name and still be in his, but by reason also of y impossibility of any exercised remedy between ye. For y have no right of no right without a remedy. Besides a Ohio does not recognize a separation of rights and interest between ye, with a contract respecting property implied.

38. But tee now settled in Ohio (nt ant 1 2 P 84).

Yet husband may settle property in y sole and separate name of his wife during coverture, even without trustees.

1. 3 P 398 1. 462 2. P 326 2. P 300, and her assigns respecting yt property, even with y husband are binding.
So equity can act upon and control y property without
invasin y personal relative rights of either party -
2. Rs. 662. B. Chy. 4 - 2 Jom 94 - 1. ath 276 - 1. P. 132
126. Provins Chy. 16 - 1. Tnbl. 96. 1 - 12 - 2. Pulp. 153 -
Pow D. 911. 1. Day 221. 35 - alter - yt she cant hold
personal property to her separate use -
But yt has since been decided seew by it of Errors -
Pow D. 0 -

2. Ben 385. Dm. holdin yt instead men m miscaryt
3 aths 72. Rqy Ch. 9. Title 387.

A conveyance of Real property by Husband to 3rd persons
2 Rs. 387
322. 3
4. Co. 25 -
A conveyance of Real property by husband to 3rd persons
to y issue of his wife, is good at L. Law. For 3rd prondo
only y legal title and Equity, not carry y lives into effect -
Co. 37 Co. 37
112.
1. Coq. 05 -
1957. G. wife, wld be a conveyance by y wife, sh at Law, cant be -

30 -
To a Husband to encourage y industry of y wife, engage
Its alow her a part of y proceeds of it. y agreeament is good at
Chy - 3 Dv 33 - Sonl. 32. contra. Day 291. overuled -

She may seek y husband in those cases by her next
friend in Chy -

1. Rs. 97 -
2. Rs. 05 -
1. Coq. 2 -
4. 33 -
2. Coq. 05 -
1. Chy 377 -

Of husband covenants with y wife not to intermingle
with her estate, he is estopped from doing it and she
is left to her contract. 19. She may obtain an injunction
or him in Equity.

40 - Articles of agreeament between husl. and wife to use separate
8. Rs. 92. are enforceb both in Chy and at Law - 2. Rs. 386. 071.
of then in violation of y agreement, he compeled her to
live with him again, she may be discharged by a Writ

To neither y person or property of y husband, is injured by
a Habeas Corpus nor does it interfere with any marital
right, nll he has not relinquished, and if good report
is attendants, he is guilty of a contempt.

The is known however only to y extent of y agreement, ego
any property, shall coming to y wife, will be as much at
his disposal, as if there had been no separation, n y
emery is expressly stipulated.

41. A voluntary Settlement by husband on wife before covt.,
not of course to even subsequent purchaser. knowing y fact,
as well fraudulent by #17. Eic.

Sure, is yo correct on minor. § knowing y fact
and being voluntary purchaser, how can they be debarred
by y settlment, if established, see 4 conveyances

Contracts between husb. and wife. Before Covt-

42. It is regularly true, yf y husband is indebted to y wife, 1. Ch. 442.
before covt., or vice versa, intermarry extinguishes y obligations 581.

See P. 36-

If y husband being indebted to y wife by bond executed
before marriage, dies, and leaves y bond unconcluded, y debt
shall remain, will not revive, for a personal contract, once
suspended, is forever extinguished 2. Bow 234. 2. H. Ch. 10. Ch. 10.
Cro Ch. 511. 1. Ch. 542.

If y obligations in a bond, being a woman, marries any of
y creditors, y whole debt is discharged, and "a convertit".
The form of ye Rule is, ye y marriage is a discharge of all y debts, yet might have been due from y obligor, or mannis— But y whole debt might have been due from him, ergo y whole debt is discharged—

under y Gen Rule, a distinction is taken between a contract, yt creates a duty, during coverture, and one creating a duty, alter it has expired— A contract or Promiss by y husband before marriage, to leave y intended wife of a sum of money, after his death, is allowed to be good at law, as well as in equity— Because there is no debt during coverture, for a contract is made before coverture, and can't create an obligation till after— Thus there is no difficulty about a remedy, in invasion of y marital rights—

Ed Holt was opposed to y Rule, but he was overruled by y other Judges and his new rule established—

An to a bond executed by a man, before coverture, conditioned to leave his intended with a sum of money after his death, there has been much difference of opinion, as it can't be discharged at law by these subsequent intermarriages— The Penalty being a present debt—

What such a bond is good, in eqv, as case of Agamemnon—

there has been no doubt— 2. Per 171 243. 2. Barn 230 490. 2. Cal 343. 2. afer 87. Pro Chy 257.

And such a bond was held good, and perpetual, Holt himself contra, and confirmed by y other Judges—


The great great majority of Ed Holt opinion rendered Holt extremely uncertain, all Ed Holt's time 2 IR 382.

When it was unanimously settled by all y Judges, 3S nox 200. at Law— Carth 24 41.
...but her right of Dower is at Law. Such an agreement was never considered as extinguished by subsequent intermarriage... Co Lit 35. 4 Co 12. 2. Bl. 137. 8.


Her y estate dont take effect, till after y conveyance is determined. And to enforce y contract either in Law or Equity, requires no suit between husb and wive.

The Eng. Law, as le Barony Power by Joynure, is regulared by y fl of sees. 27. Hen 8th.

Requisites of Joynure to Bar Dower.

These are Four:

First. It must take effect immediately on husband death.

Second. It must be for y life of y wife, at least and not her after birth.

Third. It must be settled absolutely on y wife the herself, and not in trust for. Fourth. It must be express, to be in satisfaction of her whole Dower. Oh ye subject here is a contract of opinion. But I think y weight of authority is in favour of y rule and have laid down, and y f y fact may be avowed Co Lit 56. 5. 2. Bl. 138. Contra 4. Co 3 u. 2 Blc. 138. n. Owen 33-2

Unless these requisites are complied with, in settling y Joynure, y right of y Wife to Dower arent barred. Tho still y Joynure is not void, but might ymm, it will not bar Dower.

45. It has been doubted, on a Joynure in Cont, may not consist of Personal Property (Cont 3) there. Some other estate must mean in our fl a larger estate on her life.

At Cont 147. 4. That it cant. See Tairfein. Co 1300. Sellarik vs Sellarik.
But an executory agreement of wills to be made, by the person’s personal pocket, or money in hand or otherwise may be improved in the beauty to be shown when thees are executed and received so as to guard her as long as in my, and went interborne to her instruction. Parent and Child 41

In a Bystander after a managie of their husband death, asset is refuse it and take Power, being settle being made during last time, don’t bend her. But she can have both 1. B. 108. 2. B. 108. 1. B. 1B. 3. Eger 308.

And by bringing a bill of Power the master a Bystander 3 Co 27. a 4 20. 5. a.

A Demand of Real Property

A. Pead et Testator’s intention ye 2 and be instead of Power is inadmissible. One decided centre by the Testator, but his centre was removed by right and intent. Law was affirmed.

For in deeds, y testator’s intention must be collected from his face of the instrument.

But the y devise part, unbroken to be in order of Power, yet y wife can’t take both. Y husband has devised away all his other property. Y testator this being false upon his face of the instrument, of his intending y devise as a substitute for Power.

La Ray 438. Coe Elvi 128.

Thus now a General Rule, ye managie settles, agreements made between husband and wife before marriage, are binding in Chy. 18 on husband and wife, both of them:

Husbands right and power over y person of his wife.

4. If y wife is injured in her person, and y husband sustains a consequential damage, he has a right of action as well 206 y wrong done by battery. Title 7th. Encroachment. Vandal Law 160. The action must be laid in y state, with a “For David, (venditum or consortum unam) 1 Pet 2. Chy. 1 347 1. Levit 34. Co 580. Co Ch 38.
So for "Civi Con" with y wife, y husband has no action, 4 Burr. Doug. 162. Rule 97 98. 2057.

The preceedents of ye action are laid in Shew 2 by R 260. So however in effect an action on 3 Case 2. Ch. Plato 6 last 387 9. This is clearly a departure from kindness, a usage arising from inadvertence.

Proof of Tawful and actual marriage is necessary in ye action. A marriage "De facto" gives y party no right of action for there is no legal injury.

If y husband consents to y act, he can't maintain y action. "act in sin sed to advena." 4 T. R. 361. 1 Selw. 13 14 15.

Yet if he himself lives in a state of open cohabitation 1 Selw. 15. 4 Case 16. Sec. Law 2. Bar. Some 2. Coitana and yet it only mitigates damages 1 Selw. 13. n.

This is now a settled rule and I think y true one 1 Selw. 57. 1 Rule 97 39.

It has been held, no y husband cannot maintain an action for adultery committed with his wife post separation by another 5 7 the 357. But ye case seems to be double in any issue post born, is bona fide legitimate, and y union matrimonii is not dissolved, and it is no oblige to establish any Rule yet red bar their reconciliation 6 last 2 32. 1 Selw. 16.

If y wife is allowed by y husband to live as a bosstitute he can't recover.

If y husband is not hairy to it, it generally goes in mitigation of damages. Rule no 27. Part 28. 1 Selw. 10. See also.

But husband's mere neglect or inclination as to wife's conduct, good only in mitigation of damages for ye don't amount to consent 4 T. R. 367. 1 Selw. 15.
In aggravation, Plee may brand her rank, yet her character was before good - and they lived together harmoniously, so any peculiar instance in their conduct. 

**Bac. 27. 6. 343.** In mitigation, plead may prove Plee's unkindness, her having turned her away, having refused to sustain her, her bad character before her act, her previous elopement, her wanton manners, her having made her first advances, her honour incontinency, even before marriage - quia non magis aed unum, & damages are presumptive. 

**Bac. 1140. 857.** Rule. 25. 1. Selwin 30. 31. 4. Est 15. 2. 30. 662. 

But he can't give Evi of her misconduct after her act, 

According to ancient & Law the husband might give y. wife moderate correction. **Bac. 185. 1. Evi 118. 6. 1. L. Rahum.** 130- 1. 30. 474- 47. This was allowed on a ground of her liability for her misconduct. But according even to y. old Law, as well as y. present rule, if he beat her violently or even threatened to do it - she can bind him to yr peace by writ of 'Subleaseavit' in Chy - a might obtain a divorce 

**Bac. 874. 1. 285.** no violence allowed now (simulate) If y. husband beat y. wife, she may bind him to yr peace and vice versa. 


It seems to be agreed that he may restrain her of her liberty for gross misdemeanors, as keeping bad company, 

She husband's power over y. wife was first impaired in y. reign of 27. 

That he may restrain her for keeping bad company and destroying her honor. See 5. 478. **Cony at Rome.** 

*But in case of unreasonable confinement, she may be released **Habeas Corpus** - by her very friends, or any one who will volunteer in yt character.*
He may justify battery in defense of his wife and vice versa._


Each may thus justify as in self-defense._

* If he confines her unreasonably, he will be guilty of contumely._

It was held (cabal) by a late Eng Judge, yt y husband might correct his wife with a stick as large as y thumb—Hence he obtained a name of y Thumb Judge._

* Evidence

52. If the mutual inability of y husband and wife be alleged for or against each other, in 111. 1. 2. Boc. 4. 43. 4. 2. Hawkins 31. 4 T 67. 8.

It is a general rule, yt y husband and wife can't testify for or against each other. The reason assigned is, yt y husband and wife are one person and no one is allowed to testify as himself—or for himself more properly.

The union of Interest and y belief of y law, seems to be y true foundation of y Rule—

Their common interest prevents you from testifying for or against y belief of y law, ws each other 1. McClintock 182. 153. 170. Dec. Evi 173


The husband can't testify when y wife is concerned even in y own Interest, the property settled to wife's sole and separate use, was taken for y husband's debts—action as y husband, and husband excluded to know, yt it was to her sole and separate use._

Phil Evi 64.

If an action is b't by or for y husband, or by and for y husband and wife jointly, yt declaration of y wife and Evi as having 3d affidavit by husband for wages earned by y wife, her acknowledgment of y boy, is not Evi. Phil Evi 64._


It is the right of husband and wife, her confessions of y thefts committed by herself can't be given in Evi._

Ex. 309. 1. Phil. 4. 1. Phil. 112.
In actions of adultery with a wife, the letters to set
me not 

neither of them is allowed in any case, even between & parties,
to give Evi testimony for terminating a crime.
3d when she is bill
46 & 163, if my marriage by my husband is disputed on the
grounds of a former subsisting marriage of my husband & lawful
wife, i.e. my first one, is not allowed to testify by former
marriage, & my husband & a party to y suit — for the
and charge of adultery with Bigamy — hie policy governs.

2. 20 L. 720.

It has only been laid down yet by a witness has been examined
as to fact, 44 in its nature must have been known to him,
and his own marriage, this will not be called on by him
contrary to an oath to contradict him, as it might subject him to a
charge of Bigamy — (This other party may).

This Gould: don't regard as law, it don't follow, to
contradicting evi charges y other with Bigamy, and he don't
believe ye ye is regarded as law in Eng.

Pro Evi 

Pro Evi And a woman divorced a witness to the former husband to prove any fact will
not happen in a woman during a coeval — for it might tend to unfair
confidence of husband and wife during coeval —

But she is a competent witness as to facts not took place

If the letters to the divorce: 3d.

he may be

self-examined, for a Gen Rule of Evi ye a person may testify on himself
and with consent of y opposite party for himself. But he
not so in case of husband and wife, even if not she allows

testy to facts, without intending it, any way tend to exculmate him.

And if a married woman brings an action as fema sola her husband can’t testify for her to prove her a fema. Phil 63. 42.

Contra. 1. Phil 58. 1. Phil 63. 42.

1. Phil 63.

Doubt to

Exception to the Swist General Rule.

Thus if a case of treason, it is said, yet a wife may testify to her husband, of duty of allegiance being paramount to every private obligation. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42.

But why has been doubt and I think properly. Peak 173.

1. Phil 63. 42.

54. Second. When wife exhibits complaint, as y husband to bind him. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42. 1. Phil 63. 42.
Fourth. A woman forcibly carried away and married to a man, is a witness to her husband to prove her fact. 1 Cor. 488. 2 Esd. 321. 1. Esd. 286. Ezek. 179. 2. Thw. 603.

Here however, there is no marriage in fact, such a transaction is illegal and made felony by y st. 1. Bk. 443. 470.

The case is not therefore strictly in accordance to y gen. Rule and y woman, it has been resolved by y testimony for him to show y y ambulance and marriage was voluntary, or here part. Phil. 288. 1. Bk. 151. 2. 185. y husband supposed her his lawful wife and if so, y wife testifies for y husband. 18. in case she testifies yt y marriage was necessary—this rule prevents a strange dilemma—

Fifth. If a man marries having a former wife living, y second may testify against her. This is just cant. This is no legal marriage. Bull. 1st. 297. 1 Bk. 174. 1 Phil. 68. 1. Thw. 324. 185. As an evidence for injury, or if y marriage was admitted and forced, ey ther y second wife may testify in her marriage—

Sixth. In actions between the parties, y wife has been admitted to give such Evi, as not indirectly charge y husband is seducer but a criminal. As in an action for murder death. In a man, his wife might be allowed to swear, yet they were sworn in evidence by her own husband. 1. McRary 56—Bull. 180. 297. 1 Bk. 121—For her testimony is not Evi as y husband.

Thus, when y Evi not lend even collaterally to examine y husband—


7. Le Ray 162. 1. Thw. 4. 3. n.
You can the testimony where y wife and sister indirect, in her favor. As an instance for considering y wife is at a part in testimony, or y others. For in considering, others are all acquitt, one cannot be subroutine.

1. Mrk'selly 172. 3.

Seventh - Declarations of y wife as to transactions immediately 56. within her presence, have been allowed to be sworn, to charge y husband (scolerit) 8. Declarations, 8. She had agreed to pay a certain sum for nursing a child -

1. Philip 171.
1. Er 124. 27. 10 D. 721 Rule No. 25.

This is somewhat anomalous. For declarations appear to have been considered, as those of an agent, but y rule goes beyond it. In y case of common agents - Where y wife acts as agent for y husband, in representation, in Evi to night as more of any other agent - Evi 21 -

1. Comb 8. 8. 36.
1. Philip 171.

as a declaration from y principles applicable to y several cases of Evi - respecting agents - and y principles as well as y particular rules of Evi, with obtains between husband and wife -

Eighth - The dying declarations of y wife are good Evi vs. title Evi y husband in an action but - She is supposed to be overt -

negatives equally taken as those of an oath - 18. an indirect as Husband are good Evi vs. Evi -
2. Lom 553. 1. East Pl 65.

In what cases, husband and wife shd turn in bringing action and in what cases, husband may or Must sue alone -

In some cases, where y cause of action relates to y wife or her rights, y husband must come with her as Pltf. In others, he may or may not, as he pleased, and in others, he cannot -
To su it in action, or y wife might sue in action, as she had before marriage.

1. Rule 347, 53
2. 2d 206
3. 2d 422
4. 2d 423
5. 1st 184
6. 2d 352
7. 3d 184
8. 1st 184
9. 1st 184
10. 1st 184

Contra, and yet husband may sue alone in person.

Contra, and yet husband may sue alone in person.

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Contra, and yet husband may sue alone in person.
Choses in action, will survive to her - I think, ye princihe -

8. So in every rent due to a wife while sole -

For every rent due to a wife while sole, she must be made a co-thy - 1 Selm. 584. 595. 2. Le Roy 1203. 14 Selm. 389. 3. E. 582. 28. 608.

So for every rent due to a wife during coverture -""""Hender -

So for every rent due to a wife during coverture - (right survives 1. 58. 62)

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$3. On the 1st. & 2nd. Sec. 63.

So they may join in trespass or damaging said goods
or injuring it, on her inheritance during coverture -
the he is not bound to join, in a action we suppose to
be her? 2. Wils. 424. Com. B. I. 95m. 20 or B. of Bunbury 177.

On Tresor, or wives property, if y convention was before
coverture, she must be bound. 3. T.R. 631. For her rights
at y time of marriage. On y action ante 177. 2d. y rule to bear upon y question an or no y wife must
come in action on Chores in action. And to decide affirmatively.

So in General for injuries done to her person or property
while Vol. 1. Ch. 356

If y property of y wife is bailed or found before coverture -
1. No. 37. ant. converted afterwards, the Husband and wife (deeds)
may come in Tresor or they may sue alone - 1. R. 289,
Court decided - by two Judges y wife ought to be joined.
What possibility can there be in seizing y wife -
Their rights at y time of marriage is not a right
in action. She is constructively in Possession -

63. On Tresor by husband and wife, y conviction out he twice
in husband's damage only -

In the 2. Chap. of Pt. her may sue alone or Born y Wife -
at his election -

In the 443. If y husband distress for rent due to y wife, while Vol.
and a rescue is made, he may sue alone for y rescue -
More 544. Rs. 304.
He may consider y rescue as a right
to himself only - as y goods, distressed, were in his possession -
or he may treat & proceed throughout, by y means of
enforcing her right of action - ante. 18. P. 83.
To wit date of covenant for rent accruing out of
your lands during coverture—

Salmon 207. Com. 382. 52. 23. 52.

She rent is said to survive to her—

10 Rob. 330.

Com. B. B. Com. 3. Amb. 382. 4 Co. 54. Co. Liti. 162. 3.

61. The reason probably is, yet as y'claim accrued during coverture
he is considered as having a right to himself to her interest
in it and to defend and treat it as his own. So there
is no estate or divisible? I think the right to
be joined:

If a bond is given to husband and wife during coverture
he may sue alone or join y'wife—2 Mod. 217. 1 St. 238.
4 P. 215. 1 Selw. 309. 1 Bae. 200. 190 296. 2 Atk. 676.

In the case of y'above reason above all to be properly applied
18. Yet he may consider it absolutely his or may admit
to her interest—If he shall not agree to her interest
it goes on her death, survives to her. But if she not admit
to her interest, y'whole not vest in him but no right
not survive to her (Semble)

Suppose y'husband makes no election either way—
y'right don't survive to her. She takes no right in
it any way—


The modern opinions are, yet when a bond is thus
given to husband and wife, is given prima facie
to y'husband alone and if after his death, she claims
any right as co-testate. "If thus husband lies upon her"

To if a bond is given to husband and wife in his right—

old Scot. 4. 1 Rob. 116. he may sue alone or join y'wife
and yet y's bond not survive to y'wife. I conclude—

Here we must search for an additional reason why I take
to be sure a husband has a free control of his effects - he is liable for y execution of his wife's right of executory - he is liable for his wife's trust and he may declare as on a bond to himself only - I think.

Since action for an estate

62. - To an action according to y wife as reversor in re during coverture, husband may sue alone or join y wife. But in ye case, he must declare as a tenant in fee-in himself and wife, in right of his wife - See re 1st on Special Comemrs -

2. mod 217. To if a bond or other obligation be given to a wife alone during coverture, husband may sue alone or join y wife -


Here y husband is, y husband has a right to treat y bond y same as any other personal chattel given to y wife during coverture - As if aassign as given here, it becomes absolutely his, by operation of Law. Yet y husband may give his advent to y wife's interest in y bond, or treat it absolutely as his own -

Did yo bond survive to her, if he did not disagree to her interest in it? So Ed. Hardwick expressly says -

2. Dec. 676. - Temple contra. 1. Exe 432. 1. Exe 266 - and it must originally in y husband alone, ni he manifested an advent to her taking an interest in it - Don't ye fact is, he may sue alone? prove ye position? P. I think Ed. Hardwick wrong, ni y husband advent to y wife's taking an interest - Than a choose in action not survive to y wife, the regularly must join. I think, y criterion in bely and East - correct-

Add another if a legacy is given to wife during coverture, husband may sue alone for it - 1. Eas 26. 2. Red 130.
That it does survive — see 2. Mod. 676.

On y question of Travis's, y case will stand thus — If y husband has not absented to her taking an interest in it, it will go to his representatives. If he has absented to her interest, it will survive to her.

So of the whole under y Lot of distribution — 2. Con. 354.

63. If y husband is obliged to resort to a Lot of Equity to recover y legacy, ye Lot of y case may be wont interpose in his favour none reason of interest of his making a settlement or provision for his. Equity interposition being discretionary.

For the Ch. 545. Title 2c and administrat 88 and 481. 512. 2 58 426

And now she may maintain a Bill in ch. 33y husband and executor for [insufficient] out of y legacy to her husband and administrator for a proportion out of y distribution there, occurring in her under y Lot of distribution — 5 Web. 737. 81.

Title 2c and adm 68. Teller 321. 4 83 — 2. 57 976. 19 Do. 378.

But he may also show y wife, even y case — 1. 2be 108. By doing ye he affirms his interest in y legacy.

If y wife is y notorious cause of action not an express promise is made to her, she may join in y action. But y cause of action don't survive to her. As promise in cord of her service. Y husband may sue alone bred in ex. In no it is void. Yet y cause of action survives in ye case to y wife. This is a mistake denied Credit 114. 70.

Con. 35. The sure reason is yet y husband a party to y promise to y wife by joining her — Con. 21. 61. Teller 114. 2. 60 1238. 8c 7c. he thus implied by agreement, ye wife may take y benefit of. There is an implied 3c.
When husband must sue alone or cannot join -

Third. Where y wife is y sufferer cause of action, and y husband sued, consequential damages, she can't be joined with in y action, as in case of slander of y wife with special damages lends to y husband. For no interest of y wife is involved in y suit. The declaration must always be laid with a Per quod quantum amount -

In case of assault and Battery of y wife, her good fee -

The latter has been gen. called trespass vi et armis -

It seems however y action of trespass is y approved remedy. But it is strictly case of trespass at variance with battery.

If battery is committed on husband and wife, they can't join for y whole injury - for y wife's battery they can and must - for y husband's they can't.

For y battery to y husband is an injury to him only -

But in y case, separate damages are given for y battery of each, y husband may release as to his battery, and then it being after verdict, he may have adjourn with y wife for her battery. 2. Vennt. 29. 2. Com. D. B. 7. 30.
26. The husband must sue alone on bonds (in consideration of law's forbearance) to pay a debt due to his wife while she is in her bed (Matt. 5:2 — with Matt. 18) or due to her as herer (Table 107, Matt. 18:2). For a right created by y cormida is his, as y servitude is her.

So for adulation with y wife. For y lying is to y husband.

27. A declaration in your favor by husband alone, for breaking and entering y house and beating his wife (not without a "per a quod") is good. Beating y wife is only aggravation.

Sir 51. col. 3. 407.

On the other hand, a declaration by husband and wife — for imprisoning y wife "per quod", his husband's business remains undone to their damage — is helden good after verdict. "Per quod" being then considered as only aggravation.

When Sumner, it will be regarded as a misapplies of y wife.

Table 118. col. 12. v. bar. 300.7.

But regularly, if y husband sued alone, when he ought to sue y wife, or Poni her when he ought to sue alone — y mistake is not cured by verdict. One may be added to error both.

L to v. 25. col. 404.

Secundum y last case only, because allegation stating a sole interest in y husband, is regarded as an aggravation.
But of ye wife she alone, when she sue, & by joyned
with ye husband, (2) can plead in her own name only.
8 & 3. 32. 5 Com 108. (3) The 104th. For, ye declaration is not for
action, but for, her turbidity, and ye court appears,
declaration. 
1. Deo et p. G.

But if her assent is not so pleaded, and tendent, she
be ye wife, ye husband may resolve it by mit & firm,
in name of both. "Verum scripsit.
1. Dec 346. 4 to 36. To his might be added ye it,
now.

2. Of husband and wife been in an action, and ye declaration
shows no interest in ye wife, ti's for ye special defense.
and it comes on ye Demurrer. 2. R. 5. 245. ante 64.
But it is aided by verdict. 1. Com. 177. 311. 16. The 55.
2. 1 P. 401.-3. m. So as ye interest may be joint, y Ct where
ye contrary does not appear, rule after verdict presume so.
Cont. 1 Ch 5 664. 644. overruled.

In what Case, the Husband must be sued with
his, what a widowst not the wife. as Delf.

1. 1 Com. 108. 2. 3 P. 1. 326. 3. 2. R. 5. 245. ante 64.
4. 1. Com. 177. 311. 16. 2. 1 P. 401.-3. m. 4. 1 Ch 5 664. 644.
5. overruled.

If ye wife cd rightfully commence an action to ye husband,
alone, and he and die, the liability of ye husband's representatives
no continue, and that, ye husband will be subjected contrary
to rule of Law.

For in actions Real, to recover lands helden as husband,
and so in all Real actions. 

So for Torts committed before Coverture into 11. 14. (C. Lit. 45. 37. 43. Com. D. 23. 3. 2)

So for Rent due from her before Coverture. (C. Lit. 45. 3. 19. Com. D. 3. 17. 5)

So in general in all actions in which y wife was liable before Coverture. 1. Bae. 3. 9. Pies. Subs.

So if Torts committed by her alone without y husband being during Coverture. The is y only guilty. Person and y Cause of action does survive as her. (C. Ch. 3. 17. 1972 149)

If a Lease is made to Husband and wife during Coverture. (C. D. 3. 17. 149) she must be joined in an action for rent accruing during coverture, because y Rent follows y interest and y 1 Oct 349. interest will survive to her: for it should be recollected. (1 Bae 39. 9.)

Yet where a Chetted Real is given to y Husband and y wife, they are it Tenants and y Chetted goes to y Survivor. The Lease is not voidable, till Coverture. (C. Ch. 3. 17. 149) for her purchase are only voidable, and not only after Coverture. (B. Rect. 34. 47. Com. D. B. J. 2. 3. 1327. 1872 26)

Second: But regularly when a cause of action would not Resp. 6. survive to y wife, she cannot be joined, as if a real. (C. D. 3. 17. 149)

Yet being a Lease for money, y husband must be sued alone, for rent incurred during Coverture. For it survis as y Husband and not as y wife. (B. Rect. 3. 17. 149. 2. 26.) For she cannot dispose of y Lease after marriage and y husband takes y whole benefit of during coverture. (C. Ch. 3. 17. 149)

This Rule might seem to contradict y Rule on y last page, but y lease in yt case was made to y wife during Coverture and yt engagement of y wife y binding on her during Coverture. (B. Rect. 3. 17. 149) that she may avoid it after Coverture has ceased. but in this respect this
Rule is very different, for here she enters on no contract during Coverture.

If a battery or other Tort is committed by Husband and Wife jointly or by her alone, third his Cezion, or by her alone in his company, they cannot be joined in an action, but a Tort must be sued alone, for in all three Cases, a Tort must be considered as his sole act.


If a Tort is committed by Husband and Wife, it is not a Tort, but the husband is found guilty. For the Huff declines as for a Tort, wh is in law a sole act of a Husband. Whenever they are sued together for a Tort, if it don't appear on his Deed, if it was committed by his alone, it is necessarily bad. They see the liability for a Tort committed by his alone without Coverture.

And if both are sued for a Tort and a Deed, find it a Tort and a Tort, and set it aside as a Tort and a Tort, and a Deed. But they might be joined, but in a different case. If charging the Tort to have been done by a wife alone.

Chief Baron has adscribed a Rule as lead down. The depend upon different decisions and 서로 that would be as well if a Tort were allowed to sue a Deed. He was a President that way.
In former vs Husband and wife, conversion must be laid in y Deed & not y husband & wife only. For this Deed may be amended on Error lost. For y Conversion cannot in Judgment of Law be to y husband & wife, as the can't of a Law hold personal Chattels, and if there would be a conversion in her case, it must immediately go to y husband. Co. 6, 597. 1 Pott 6. 1 Dec.

According to those authority, a benemict for Def & not yet. If y Deed & I think so a regular Rule. For y Husband & wife should be joined and a mere allegation, yet y Conversion was to y wife of y wife, then not. I think 3, render y Deed, in case for y Court must know, yet if y Conversion were may laid, not before immediately acts in y Husband.

If y wife is joined with y husband, then she ought not to be, y action may be abated. To have bane and even if y mistake is not pleaded in abatement, to Error and motion to amend, if good. Y action as husband and wife for words charged to have been spoken by husband only, or by y husband alone for a debt of y wife "whereas" Cor. 7. 7. 746. 1 Selw. 313. Com. J. Bann vome 7. 1 Cor. 303 Selw. 106 8. 3 Mills 327. 1 Bent 93. 1 Selw. 315 13.

If y Cont Coets being sued alone, pleading Coart cease and presently, she may have Exe for Costs in her own name (for she is y only Def in Record) or by being having her husband and she may have both together. Long. 614.

The wife when sued with y husband, cannot plead alone nor can she appoint an Atty, for y Law wont allow her to appoint an Atty, y husband must join. 1 Eth 318. Cor. 239. The reason is y Cont Coets cannot abate an Atty, as y same who disposes her to makes any other Contract.
If the Celebration of Marriage.

Marriage is a civil contract at 1 Law. [Fons iuris Catholicon, secte 130, 47, 186 433. as to a mode of solemnizing marriage see 186 439, 44. v. Comm. 478. 1. By our Ct publication is necessary either in some meeting in Sunday week a Party or either of them reside, or in a written notification posted up about the church during May, during every Day.

In case of Minor, publication and consent of Guardian or Guardian is necessary — in 186 46 publication or

Consent. v. Comm. 478, 1 187

If Ceremonies be celebrated marriage contrary to a ceremony of 186, a marriage is void and a penalty is incurred by the Magistrate or Clergyman.

If a marriage solemnized by a private person or by Party

Par. 186, Sect. 487, 5 p.m. 3. 186, gen. deemed bad.

If good, why does 186 authorize & penalty to solemnize it?

Before 186, Sect 36. 186, if persons not authorized solemnized marriage, v. K, B, and prohibit a Ecclesiastical Act from putting a marriage as void. Yet 186, 186 and not grant admittance of this estate to a husband. Now, by 186, Sect. 4 a., regulating all marriages in English, declares all marriages contrary to its solemnization void absolutely.

Void and Voidable Marriage

77.

Impediments to Marriage: in English and of 3 kinds.
I. Canonical and II. Civil.
I. Canonical impediments viz. consanguinity, affinity
and Imbecility are denied from y Divine Law 16. y three last mentioned Imbecilities are explicable in Roy by y
kinds of Deg. 1326 434 6. Divorce Contract seems to be abolished
is 32. Hen 8th. and 36. Hen. 6th. and 26. Geo 8th. and 4th
Geo 4th. 1. Bl 434 1: The three first being denied from y
Divine Law are hence incorporated into y Ecclesiastical Law
of y P Empire. They have been sanctioned by 32. Hen 8th. and
a part of y Canon Law. It is declared in et 12,
yt nothing (Godo Law except) shall prohibit marriage
without y Zentional degree.

The Zentional degrees are y Standards as to consanguinity
and affinity.

Positing. Godo Law excepted, shall prohibit
marriage the Zentional degree y Ecclesiastical probably included
"imbecility" it being an impediment in y Divine Law. 16d.

Canonicall Imbecilities render y marriage null and
void, and yt only during y lives of both Parties, y separation being
only "nulla animus"

For y real object of y proceeding was Zentional Discipline,
and y Zentinal proceeding being a divorce, it must be tried
had, yt at all, while both parties are alive. C 4 43
1. Bl 44 34. Aftermarry 2 A rule forbid y Ecclesiastical
Et to decree y marriage void. talk 34 8. 1 Bl 43 2.

Rule. All Persons, collaterally related by consanguinity
or affinity in the fourth or any higher degree by
the Civil Law Coniposition are allowed to
intermarry, as first Cenentis (yt aiding allowed
in Catholick Country) among Collaterals, The
most distant prohibited degree, is that of
Uncle and niece) and aunt and nephew-
It makes no difference whether this Third
degree is by Affinity or Consanguinity.
In Comm'g by a late 5 a man may marry a deceased brother's widow. 5th Ed. 1857. 

Share of one deceased wife has always been allowed here. 

Pls (b) deemed to be illegal. The degree of affinity is 2nd. 

But this a marriage is within prohibited degree, yet 

of no Divorce takes place without the consent of the parties. 

3d 440. 5th Ed. 1857. 3d 440. 5th Ed. 1857. Parent & Child, Sect. 44. 

In Comm'g a marriage is declared null and void, and y'ou're illegitimate and y'ou're child illegitimate and none of legitimacy may arise after the death of both parties. 5th Ed. 1857. 3d 440. 5th Ed. 1857. The parties are also subjected to severe punishment for incest. One of y'ou're highly moral 

offence known to our Law. except Capital, 5th Ed. 480. 

5th Ed. 430. On Eng. Incest is punishable only by y'ou're Spiritual Court. 

80. Comm'g. Civil Impediments. 

1st prior Ernsting marriage. 5th Ed. Want of age, wh 

12. or 14. Thrid. Want of Consent of Guardians or Parent 


5th Ed. 480. These, it is said, render y'ou're marriage void at once do 

yet there is no need of divorce to set it aside. This 

Rule is now altered. where y'ou're impediment is a want 

of consent of y'ou're Parent by 5th Ed. 480. Sect. 44. 

Want of age don't seem to make it void to all intents. See Infra.
Just. Petor Mariage. Here y second mariage is not only void, but amount to Bigamy, as in England it belong to Pet 1st Jan. 1st, by our Pet, to a High Crime.

1 Bl. 45. 438. 4. Do. 16th

Second. Want of Age. In ye case of marriage may be ratified on y Partie obtaining y age of consent without another marriage. So it intent y marriage seem, only bindable. But may may also disagree and render it without

Divorce, in ye respect it seems void. C 2. Do. 74. 1 Bl. 438.

In Female, y age of Consent is 12. in Male 14. 1 Bl. 438.

If one of y Partie is under a age of lawful consent at y time of marriage, until it Partie has attained y necessary age, and y Partie has ratified it expressly or implicitly, other party may disagree. The promise of a Contract to be binding must be Mutuated. Ibid.

The upon a contract to marry in future, if one of y Partie is of y age of 18, and y other not, a former may be made liable for failure of performance, but y other cannot be. This Rule is y same, as to all Executory Contracts between Adults and Minor. 1 Bl. 480. Ch. n.

Third. Want of Consent of Parents and Guardian.

is no impediment at Law, but is made so by Act 1 Bl. 438. Where y consent of Mother or Guardian is required see Bl. 438. n. This is now abrogated by a new Act of 4 th Geo. 4 th.

Fourth.

Want of Licence.
The marriage of an first is void, and he must never remain incapable of marriage. So if a lunatic this I conclude he might marify a marriage at a very interval. But I have never known a case of this Kind. 1 Rob. 307. 1 Bl. 414.
Our Court Law in this subject is very different from y Eng. in many respects. Ex. 1. A Marriage within y prohibited degree is here valid. Hence no Divorce is necessary to vacate it. Hence also the crime before Divorce is legitimate unto 74.

Second. Want of Consent of Parent don't render y marriage void here, but subject y Minster to a Penalty. In Eng. it makes y contract void, unless there is a Publication of Yamp. 1 Bl. 437 s.

Third. The Impediments of Erenais Contracts were never known to our Law.

As a Marriage celebrated within another State between Parties belonging to this State, and who leave it (Cont.) for y purpose of leading y Law, good here? The Rule of our Law not being complied with, y y marriage is agreeable to y Law of y other State 2 Hen. 7th. 47. 412. Bac. 114. Co. Litt. 79 b. 30. 2 Burr. 1080. Thi is now settled by y unanimous consent of y Judges and Public, in y Affirmative. And I don't think there has been any decision determining thi breach point. Thi frequent Excerpts to Gretna Green seem to direct 1 subject of all thi don't with thi Eng. Public.
Divores are of two kinds. First, a Nuncle Matrimonii. Second, a Merit et Thoro. The first is a Total — a second a Partial Divorse. The first is a complete Dissolution of a Contract. The second does not abolish the Relation of Husband and Wife, but merely separates you. In Eng, those of the first kind can be obtained only for some of the Canonical Impediments before named and those existing before marriage (as it always the case in Consanguinity, and supervenient as may be at ease as to Imbecility and Affinity. 1 Bl. 436. 694. These Causes of Divorse are arguable in Eng only in Spiritual Courts.

But there may be a supervenient Impediment of no description, and in such case there can be no Divorse, as Divorses cannot be obtained unless the marriage be illegible, then I mean legal Divorse and I refer to y General Law of Eng and such divorce as are granted by Ct of Parli. For a Divorse i n Linolds & is sometimes granted by Parliament and such Private and Special Acts of Parliament may be founded on other Causes ym y Canonical Cause or Impediment.

When a Total Divorse is granted, y issue of a marriage is illegitimate. For a Divorse nullifie y Marriage ab 1 Bl. 440. initio ante suj. 1 Bl. 404. Thi originally turk voidable. 1 Bac. Portman. C. Liti 235. 1 Rol. 357.

The Causes of Partial Divorses in Eng and Adultery, and well grounded fear of bodily hurt. There are granted in the Ecclesiastical Court More 693.

But Parliament of late often grants Total Divorse for Adultery.

Divorse in either case are in Ecclesiastical Ct.
In case of Partial Divorce, a wife is generally entitled to alimony to be settled in Busy at her direction of y Ecclesiastical Judge, and for which if payment is not made, an action lies at C. 4. 447. 2. 1. Deo. b. to enforce it, for y Ecclesiastical Ct cannot enforce it, least for its power don't extend to Person or Property. It power extends only to Excommunication. But in case of adultery, Excommunication and living in adultery, alimony, like Dower, is not allowed.

After a Partial Divorce, issue born is presumed to be illegitimate. For y decree of y Separation is presumed to have been obeyed. But this presumption may be rebutted and if so rebutted, they have all the rights of any issue. Parent & Child. 1. 4. 407. 7. Co. 42. 4 T. 306. 76. 3. 480. 4. 5.

In case of voluntary Separation, subsequent issue is presumed to be legitimate. So as y Party are not required by the law to live separated, as such presumption as that in y former case, can arise. By C 4 4. Co. 4. 407. 7. Co. 42. 4 T. 306. 76. 3. 480. 4. 5.

or separation with total neglect, with means. I suppose his neglecting to administer to her bodily wants and driving her away with violent abuse, is equivalent to desertion. Fourth. 1. 4. 4. Co. 4. 407. 7. Co. 42. 4 T. 306. 76. 3. 480. 4. 5.

First. 3. 4. 4. Co. 4. 407. 7. Co. 42. 4 T. 306. 76. 3. 480. 4. 5.

What is meant by Fraudulent contract? it has been a subject of much speculation. It is generally held to refer to the last of the Canonical Impeachment
Colonial Ambitio

In y two last cases, y distant Party, a presumed dead. The same Rule of preemption (as yt in y fourth case) is established by St. 1st Bam. 1st relative to Benjamin 4 Oct. 184. 6 East 85. and by the St. 19 Ch. 2. of 2 2 2 2: co to lease depending upon who. Is conceived, if it that afterwards appear, y party were alive, y lease would not be determined. "Insane." 183. or 581.

The Decree of y Court in strictness, is only declaration of y facts, yt y party applying y single.

On all the above cases among under our St. y Party who obtains y Divorce or yt declared Single, is eternally authorized to marry again. The marriage of y other Party is also authorized by usage. See the Case of Anxiety or Spinster when on the return of y former husband, y legislature gave y wife her choice between the two husbands and she choose the former. But I. G. M. Shy, the second marriage lawful as yt declared so by Law.

The Divorce, authorized by St. and given by the Sub Ex, are all Total. But the legislative may declare it "divorce" as "a Mena et Thor", at its election, as to extreme cruelty, intolerable abuses, see 1 Swift 178.

Total Divorce in Court, doth affect the legitimacy of y Issue previously born 1 Swift 172. Since they are granted only from spontaneous Causes, unless in the Case of Grandent Contrary, and that either supposes y impossibility of issue, or warrants a Divorce merely by way of Relief, to one Party in the Fraud.
It don't make y' marriage ineffectual. In England, whereas there is a Total Divorce granted, y' woman has no Dower or alimony granted, for as such Divorce is never granted, except for such Impediment as existed before Marriage, it renders y' Contract Void "at iniō" 133. 7 Ed. 10. 5 Ed. 10.

A Partial Divorce don't deprive her of y' right of Dower. Ante 111. P. 9. 96. Co. Litt. 32. 3. 3. 4. 19. 3. 4. 91. 8. Co. 4. 103. Except in y' case of Adulterous Elopement by St. Wrexm. 24.

Indeed to her Elopement and not her Divorce which bars her right in ye case. Ante 86. 11.

In the case of Total Divorce in Court, the wife has dower if she is not the Faulty Party. Also part of her Husband's estate, not above 1/3 may be assigned to her immediately for alimony Ante 4.

Personal property may be granted to her as alimony, as adjudged by a Pab. 26 and affirmed by a Co. of Envy.

To where y' marriage is within y' Statute degree, a Lady may assign to y' heirs a reasonable share of the Husband's Estate, not above 1/3. (It Comt 471) And ye marriage is "at iniō" Void. This, I think, is peculiar to Court.

Finis.
Privilege of and Disability of Infants. 81
Parent and Child

An Infant or Minor is any Person under the age of 21 yrs. Male or Female.

By the C Law full age is completed on the day preceding the 21st anniversary of a day of one's birth.

Privileges and Disabilities

First as to Crimes. No person under the age of 7 is punishable for any Crime whatever.

There are some cases in which Infants above 14 are privileged with regard to Misdemeanors and Offences, not Capital. There however are only Offences of omission and in General Infants are not liable for Offences of omission: for an Infant is presumed to want prudence and foresight and besides he hath no means of performing what he ought to do, as he has neither time or property at his disposal.

But where an Infant is prosecuted, it is a Rule yet he can't be convicted in conseqnent without great caution and great perseverance on his part in his confinement. Particularly in Higher Offences.

In General it inflicts corporal punishment, sometimes extending to Infants - sometimes it don't, nor Infants are expressly named - the distinction is, if a be created to such an offened as is punishable at C Law by corporal infliction, Infants. This not named, are punished.

If a be prohibit an offence or an act under penalty of corporal punishment, but without constituting it such an offened as is corporally punishable at C Law, Infants. are named and
III. For Sors committed with force, infancy is generally liable at any age. But it is
not criminal. For Sors committed with force upon a mere question of Guilty or Not Guilty, if
consequence of guilt has nothing to do with it, e.g. 1 Term 81. 1 Hawk. 3. 3 Rolls 37.

At what age is an Infant liable in slander?

3. 1 Bell 132, 129. It has been determined that he is liable. Could Be. Though, he is liable when "doli
capax." Slander requires proof of malice; it necessarily includes malice, when "Doli
Capax" he is liable in Law of committing what is Law constituting slander.

5. An Infant is liable to be punished as a Common
Cheat, not under 14. For under 14, the question of
"Doli Capax" don't arise. In cases of felony,

P. G. says and true Rule is this. viz. An Infant is
liable to an action for fraud or deceit. But it is
"doli capax" ni subjecting him to such fraud would
actually subject him on as contract, not binding
upon him. This Rule is inferable from y
following case— A bailied a horse to B.
house to be an infant. A host or slave to be for- 

serving him. As for a test, it was held, for position and 
not for his measure (was merely a breach of contract).

But when ye affection lasts, he must be subjected 
after ye age of 14.

In the second, it was made need for ye Union be robust 
himself to be of age, when he was not, yet he was not give 
he of his power. — Show how.

These are cases in which they will cause performance of a 
contract as an infant (to prevent fraud). In each 

union within ye rule, ye Chancellor acts as guardian 

of an infant and won’t impair interests in infant. 
But ye cannot be done even in equity, when a minor 

is absolutely void. So ye cannot be making a new contract 

for a minor.

1 1st 1st 1st 1st

1. Contracts. No infant can bind himself by a contract 

(generally) and their contracts are either in general void 
or voidable.

1. 1st 1st 1st 1st

1. 1st 1st 1st 1st

If an infant and adult both in a contract, ye latter does 
is bound; ni when ye undertaking is infant is absolutely 
void. ni when case is no consideration in both of Adult 

and neither are bound.

And ye Adult liable in an action or both? And ye infant 

presents in it, there being no variance in ye case — suppose 1 1st 1st 1st 1st

3 3 3 3 3

the one in a single bill or notes, with is very constable and 
y infant presents in his plea, in minor, ye authority are, 
y infant must cease to act as an infant but must 
discontinue and begin de novo to ye Adult. 5 1st 1st 1st 1st

But then is ye would agreeable to principle? For these
is no variance. There is a contract of fact as much
and y Child must have done y Infant, I think, the law
Renew says otherwise.
In § 7 John 16. y rule laid down in y above authority is
replied and to

3 Mod.
249.

C. Sa 511.
C. 675.
C. Ch. 592.


The rule is y some in Law and Equity, A Specific performance
can be decreed as an adult, provided y Infant performs
his part one not without. 1. Pow. 39. 40.
1. Pow. 5 2.

But y rule don't hold, if y contract was y Infant.
Pow. 26. 40. is absolutely void, as there is no consideration minimal
to y Adult. Promise was consideration of a Power of Attorney
by y Adult, here y Adult ant bound, y Infant's Power

And if y Infant has recovered y consideration and been
owed y contract, he ant bound to refund, or restore it.
It's considered a Gift to him. 1. Kelvin 173. 1 Sec. 153.

Here y contract being satisfied, will not reverse lie? I
after y demand or indemnity it assumed inherent, because
as y rule may be, as if y Possice Property remain
in his hands?

Justice not Equity interems, under consideration to present
femalas. So that et ed restor y Property et restor y
Possecy esplicificantly, without impoaching or embarcing his own
proper estat. This a et of Law can't do, and et y
1. Pow. 36 6.
1. Pow. 46. hereby by contract. There are Pow. 1770, Power -
C. 72.
C. 72. 1 Kel. 920.
12. That when a contract is made by an infant, or a person under any legal disability, the question is, what description of articles are necessary, to be a valid contract. The question, then, is, whether the articles are necessary, is a question of law, or of fact, but what is any, and whether description of articles is necessary, is a question of fact for a jury. 268. 768.

When any contract is made by an infant, or a person under any legal disability, it is a question of law, or of fact, what description of articles are necessary. For, in matters of fact, it is determined by the evidence, and in matters of law, by the rules of law, whether the articles are necessary. But when the infant is in the care of his guardian, or of his parent, the necessity of the articles is determined by the evidence. In such cases, the necessity of the articles is determined by the evidence.

and the infant may bind himself for his separate necessaries, as well as his own. For if he is able to bind himself in marriage, he must be able to bind himself in all other contracts. If he is able to bind himself in marriage, he must mean a necessary contract.

If he is bound for a debt contracted before marriage,

But an infant cannot bind himself even for necessaries, if under the care of a parent or guardian, or master, and such provisions, as he is only allowed to contract, or it may not suffer.

Hence an infant cannot bind himself for necessaries only in these three cases,

First, if he has no parent or guardian. Second, if out of reach of their care. Third, if being under their
he can't properly for.
But in the two last cases, if infant's parents of he had one, it seems, is also liable, for parents are bound to maintain their children and if infants borne of contracting in these cases, is intended, not to discharge y Parent, but to relieve himself. Master and Dom 31.

In strictness however, y infant can't bound at all, even for necessaries, by his contracts, for he can't of course liable to y extent of his contracts or agreements, but only to y amount of y true value of y necessities. His obligation seems then to be found ed on a contract disclose.

As to The Mode by Which an Infant May bind himself for necessaries by Writing.

First. By Penal Bond, he can't- (a penal bond is an acknowledgment, made under seal of a debt)

Second. By a Single bond, he may-

3. By a negotiable Note, when actually negotiata, he can't bound.

4. By a note not negotiable or it seems by a negotiable note not negotiata, he may be bound - 1 Barad 405. 2 Cor. 138.

5. By a bil of exchange not negotiated, it seems, he may be bound, but not if it be negotiated - 1 Trab 12. Ch. 35.

6. By account stated, he can't bound or an Insurable commodity. 1 Cor. 48. 2 Litt 172. Zech 162. Dan 81.

As to reason of these distinctions.

II. The reason, why an infant can't bound by a Penal
bond, is, said to be, & y penalty is to his disadvantage.
But y true reason appears to be, & y consideration art.
examiniabls of Men or y Infant were bound at all by it, be might be liable for things not necessary, or for things
beyond their value.
And y true principle of discrimination is, y and all above cases seems to be, "If y consideration is examinable,
he is bound, & he may be, y contract being for necessary.
Secur. of y nature of y contract or security includes
an inquiry into y consideration, as in y case of y Penal
bond, (Art. 3. 10.)

Second. Single bond, of such y consideration was formerly
examinable, is not now.
Do. it not more examinable in y case of Infants? I
Adhere, it may be, or why is it not in y case of Penal
bond? In y case in Rep. 22. 1. Bills, below necessary, and y
it held y def might traverse y publication.

In Criminal Cases, y consideration of a single bond, is
considered, not examinable.

Third and Fourth.
If a negotiable note, negotiated, y consideration art.
not examinable. If a note not negotiable, or if negotiable, (Art.
not negotiated, y consideration is examinable. Doug. 314.
8. 3. 38. 5.
Suff. 1 John. seem to stand upon y same ground as Negotiable
notes, Art. 3. 10.

Fifth. Account Stated. When y rule was settled, y items
of an account were examinable. This doctrine is now,
relaxed, but y rule continues. Nov. 37, 1 Cor. 6. 20. 1. Prov. 36.
1. Bills 42. 4. 1 John. 3. 3. The rule (in Infants') to accept of stating an
18. There in y case of y Penal Bond, for necessary, is y
Infants liable on y original contract? Or depends upon y question. Does y bond merge y infant contract? It seems not merged, if y bond is void. For y doctrine of merger is founded on y idea, yt y lower obligation or remedy is swallowed up by y higher. But a void bond creates no obligation or remedy. (To see Gray vs Tollier 1 Kit. 459) held yt a contract originally good is not affected by an erroneous consideration obligation, analogous to Robertson vs Blank.

Sure when is y bond void? (To see Post 29, 33.)


[Quoted cases]

For money lent an infant is never liable any way either at Law or in Equity, ni it is actually laid out in purchasing necessaries. At Law, he is not bound, ni y lender himself lays it out and even then y infant shall do it, for y contract is good or not at z time of lending.

[Quoted cases]

But if y lender lays it out, he recovers y value of y necessaries, only, he y can't lent, and it be greater, so yt he recovers as lender of y necessaries but not lender. In onetaks then, y infant [is] liable at Law, not as for money lent as all, but as for necessaries, purchased with it. 1 P 877 583.


20. The infant is bound, if y money is lent in necessaries, even by y infant himself, y lender is then in y place of lender.
as conscience and equity are receiv'd y value of y commodity.

But at law, he can be consider'd only as y tender, y infant, and of course cannot recover at law.

An infant, a minor, by contract for articles to maintain his trade, they not being deemed necessary; Cy. 1083. Cy. 181. Cy. B. 15. 424. 1721. 3 P. 15. 65. 1 P. 69.

To an infant, a minor, by contract to pay for repaying his buildings, his estate, &c., if an infant trade is to continue, or that his house is to go to decay, but the law imposes he has a parent or guardian whose business it is to attend to those estates.

3 P. 106. 1 P. 85.

But it is held, that if an infant take a lease of a house, and reside in it, till next day, (y rent not being above y value) he is liable for y rent at law. So also of a lease of land.

Ps. 40

The lease of a house may under considerability be as y means of possessing lodging not is necessary. But as to y land, land?


On view, and bound by a contract to pay for instruction in trade, implying, and day, so is are mere account or else.

1 P. 446. 1 P. 35. 17. 3 P. 40. Here at ye day, as y case may.

At ye day, of whatever, if an infant's want be really learn these. However, they are as necessary, as in a way before cited, as where a son driven from his father's house is legally obtained collegiate education in some. Stiles, here, after was held liable for his unbefore, as it was forced to be a proper education for y son.
21. Indeed an infant is bound by law only by contract, not necessity. Post 145.

Post if an infant does voluntarily, what he compells

4 Civ. 15. to do either in law or equity, he is bound by y act.

3 Burr 190. As an infant makes equal foundation with creditor Post 190. They are not to keep dealings when he

4 77. is of he infant an estate subject to a widow's dower and he assigns or separtes it, y act is valid, n

5 Co 35. at full age, he can throw in these cases yet he acted in his disadvantage 2 Burr 686. 3 Dr. 130. 2. Co Act 172. 58.

If an Infant 115. redelivering on poyntment of a debt Post 144.

In Cont, his guardian may be decreed to make redelivering the debt. 2 Burr 225. and now y Guardian or next executor or administrator may on recovering a debt release with

2 Carn. 428. 34.

2 Carn. 35.

1 Carn. 295.

9 mod. 125.

2 Dr. 404. 3 Dr. 352. 1 Forb. 75.

2. When he does, what he compells to do is y only case of many, in which an infant is bound at law, not for

2 Carn. 35.

1 Carn. 295.

9 mod. 125.

2 Dr. 404. 3 Dr. 352. 1 Forb. 75.

2. An Infant 145. as much bound in Equity as an Adult, 30. 4 62.

2. 62.

1 Forb. 75.

An Infant 145. is as much bound in Equity as an Adult, 30. 4 62.

2. 62.

1 Forb. 75.

An Infant 145. is as much bound in Equity as an Adult, 30. 4 62.

2. 62.

1 Forb. 75.
be, not an infant, is liable for a contract and as they come out of the infant estate at his final settlement, defends upon his conduct in a suit.

Such acts of an infant do not affect his own interest, but take effect from an authority, as he has a right to 3 law precedent, and binding as an infant executor only. Until his 21st year and rescues debts or discharges them, or executes an office he may hold.

There is no Eng. a very recent act, that forbids him to act until 21st. Such is taken to be our law, as occurs however thereafter.

A promise after full age will bind y promiseth to a contract made before, the it want for necessity.

But not when the original contract was void—only when y contract originally was voidable—2 & 3. 759 of 1. 3rd 690.

Post 37. 45. Child till 21. 1. 31. 648. 1. 31. 1312. 3. 3. 203.

21. And the he and have given, while an infant a written security, yet it will, absolutely void, a promise after full age will bind him, y original bond contract being a valid consideration for a new promise. The original bond contract will, considered voidy with y security made—3. 31. 130.

Post 37. 45. ante. 18. Post 29. 7th. 165. 1. 31. 164.

P. 29. 28.

Secus of a written security was only voidable, for then y Parol contract being merged, don't remain as a consideration, for a last promiseth, but y new promiseth satisfy a security—Post 24. 1. 31. 164.

But in this case, y action might be on a writing, and y new promise, related to y idea of infancy. But whereas y person y Parol after full age, makes a new promise in consideration of a contract made during infancy, he is bound no further given y promise extends as a man promises to pay so per cent.
24. But in y last case, a new bond can hardly be considered, as a ratification of y original contract, as it acts on y old but rather a new substantial contract of which y original one is y consideration. Suppose then a voidable security, (as a single bill) for 100 $ new given during Infancy, and a promise after full age, to pay or of it, might not y bill, thus a promise, be y consideration of y subsequent promise, as the 2 agreements subsist for different things, y subsequent promise can't be a confirmation of y original security, but a new original undertaking to pay or of it in consideration of a new voidable security for 100 $.

Ante p. 10. and a voidable undertaking o contract, is a good consideration, this a void one ant.

Ante p. 10. 18.

25. Provided we Grant et j of Errors, yet an action; an note given by an Infant, can't subsist, nor be of a new promise. Did y it consider y note void? I guess so.

Provided by some et j, yet an Infant's grant is void under

Abhsent St.

D of money into court, does not preclude y def from availing himself of his Infancy, for grant y money to him, may have been for necessaries.

25. D an Adult jointly interested with an Infant, in y debt, having a renewal of it, in his own name, y he shall be decreed to have a action of justice only, and y Infant or may claim his share of it, if it prove beneficial.

If an infant is interested and sued on a cause of action to wit his Infany is a good defense he can't discharged in motion, as a true covert, but must plead his bargain, or be held to Suit in short. 180 408.
In Eng., age of having guardians is said to be 14, in
late House, 9 — 11, 2. 9: 1. 2. 1. 2.

An infant may be an executor at any age, even in minor,
but cannot act till 17. In my meantime, administration
during minority must be applied for.


Now in Eng. by St. 38. Geo. 5. he can't act till 21.
Post 57

An infant can't be administrator till 21. For an adminis-
trator must give bonds, with an executor in Eng. need more and

in County, only, one may act as executor, by 50,
at 17, for he may then make a will.

By another, every executor must give bonds. St. Conno. 268.
Does there, on he calls a com act till full age.

An infant can't be administered till 21. For an adminis-
trator must give bonds, with an executor in Eng. need more and
500, 500, 500, 500, 500, 500, 500, 500, 500, 500.

In Session, St. G. laid it down as a rule, in County,
one can't act as administrator, till 21, inseparable
of his obligation to give bonds, unless he can act hile age.

In Co. of administration (as Talbot) 1. 500.

I know not what is meant, by hathalthing, on it can't
be his contra, I don't know. It appears that y female, for.
was entitled to Power, on y intended husband's death. If
be over 5, y 6 die at his death. By y 6 dies, a female
might be bethalthing at 7, but bethalthing is now out.

Age of consent to marry is 12. to 14. But if the party
is of ye age of consent, and in the rest, y former may defend afterwards, as well as y latter.

But on a contract to make will future, if one of y party is 21 year old, an y other not, y former may be
obliged for a break of contract, the y latter cant be.

This and Rule. 60. No. 2.

The age for dispoision of personal property at will in Eng- is, according to some opinions, 16, in males and 12 in females, by forces to be of acts discretion and according to others, 15, 17, 18. The former seems y better opinion for they agree with y Rules of Ecclesiastical Law

No in Eng. governs in such cases.

By Count. fo. 42. y age is 17. in both sexes.

What Contracts made by Infants are void, what voidable.

All contracts for infants not for necessaries are generally
void or voidable. Ante p. 5. 3.

As to have lately inclined to continue y contracts of Infants
as voidable only.

This construction is generally advantageous to y infant as it
allows him an election, when he attains full age, and y
then party cant take advantage of its invalidity.

Yet, as laid down as a general rule, under ye head, ye
these contracts in which there is an apparent benefit or semblance
of benefit to y Infant, are voidable only.

In case of these in which there is no apparent benefit, they
are held to be void.
There as by a latter branch of a Rule - see p. 33.
The rule in its nature is vague, for in many forms,
it would be difficult to determine, on it, how for a benefit
of an Infant is not. The best, I think, proceeds in
but I cannot consider it a true one, a better one
may be found, p. 32.
The purchase of an Infant are only voidable, being
subjected for his benefit.

If a Power of Att'y to accept Deed is only voidable,
is a power by an Infant.

As an Indenture by an Infant have to bore his hands, 2 48 34,
is voidable only, for it may be to his benefit, by writing
an instrument. By his faithfully serving.

But under a new branch of ye distinction, it has been laid
a lease by an Infant not reserving rent, is void.

10. and 11. are not good authorities.

So only a will is reserved. 3 Noc. 3 4. There: First
Wre all bound to do the justice demand'd & ye benefit. 3 Noc. 15 34.
3 Bn. 152. 2. Second Privity annotates the other way.

5 Noc. 533. Little Board, and Wardle.

In other cases, leases by infants are said to be voidable
without any reference to rent. 5 Noc. 533.
And Ed Mansfield has directly denied doctrine, and said
ye it had not been decided so. But that it was a mere
quibble, and indeed he has disapproved it when formula-
For first, is well settled, an Infant may make a
lease without rent, by his title. But second, a Infant's
lease can in no case avoid a lease on account of Labour
Infancy. This last consideration seems to me a decisive when
formulated.

3 Bn. 17 31. 180 6. 1. Lem 14 72. 1. 48 8 578.
Again he cannot plead "non est factum" and yet in a discretion. No, not Annually — Co. Eliz. 857. 10. Eliz. 52. 118.

If a bill of exchange is endorsed by an Infant, y Person may recover of all y Particulars, No, not of y Infant. The Insasement is only voidable and not only by y Infant. 172. 3 Eliz. 487. Marshall in 610. Bacon in 21. 30.

29. This, said, ye a Penal Bond by an Infant is void, as it can't be for his benefit ante 13. 92. Eliz. 52. 166. 1. Pau 52. 1. Role 729. 5 Race. 334. Void and Voidable. Does a Bond ever decide? I don't see, yt it ever was, (ante 12) many Opinions seem inconsistent with y doctrine. Lit. 2. 259. & Lit. 72. Perkins Sec. 12. 487. 3. Burn 1804. 5. 1. Madison 400.

And on Principles, for first, he can't plead "non est factum." Dow. 47. Sale 279. Gill Eliz. 112. 5. Co. 119. Le Rayno. 315.

2. Hem Ace. 575.

This indeed is not absolutely decisive, for he can't plead "non est factum" to a Letter of Atty. Le Ray 315. 3. Burn. 1804.

30. If having given a Penal Bond he bequest his property for the payment of his debts and obligations, yt of why, the word payment of a Bond. This however might be considered by some as a legacy to y Bond creditors. But no ye. Deav a he canr? 1. R. Q. 282. 3. 1. Prod. 403. 1. Corp. 74.

1. Pow. C. 37.

I deo Seave. on Principle, y Bond not appear to me, but voidably, if so y Infant's knowledge is as sure as if paid. The election it affords him, is beneficial and y weight of authority is balanced. Deave also any last branch of y above Rule, ante 26. is law? does y reason of it extend to any thing but leaves reserving me rent, and Penal Borses?
The rule itself seems vague and y infant knowledge is guarded against it, and y election of y Infant is generally advantageous to him.

The last general branch relates chiefly to purchases by Infant 31 and is limited to them in its application seems agreeable to principle 12, it ant contradictory to any settled principle in decided case, and there seems no reason adverse to it.

The last branch embraced Sales, conveyances and sales made with obligations entered into by Infants.

But as to sales, conveyances, Sales are obligations to Infants.

The true rule or distinction seems to be this, all Gifts, leases, Grants, leases, and obligations made by Infants one not takers effect by delivery, are void. Those not to have take effect, are only voidable 2736

Lett 8 2 53. Perkins 12 1 3 Burr 190 5 1824.5

Leth 16. 1. Rob 1736. 1804

As to sales by an Infant, is voidable only. 3 Burr 190 55

3 Rob 190 74. 6. C 192 6 Rob 125 125 125

Now since ye rule and ye subsequent rules, be accounted for by ye first distinction (ante 26.) in ever, reconciled to it.

32 So of an Infant well a whole sale a lease a house and deliver him, the sale is only voidable, is not delivered, is void, and y Purchaser liable to Indenture for taking him 3. Rob 8 19. 1. Rob 798. 1. Mod 187 Rob 77. Law 10

The words, "take effect by delivery" are an essential part of ye Rule, so to divide away, and make a difference between deed not conveying an interest, and those who delegate a power to convey. The first are only voidable, and y latter void 3 Rob 190 52.

3 Burr 1880. 5

As Infants leases, releases, be by deed, are in general voidable only. They take effect by delivery. 18 by delivery 3 Rob 60 convey an interest. Title "Decd 39" 3. Rob 8 12. 5 Co 42 18
Pierce v. An Infant. Where a deed of conveyance is void, and he obtains full age, he deliver it again, a second delivery is void (as a delivery) because it first had no

"Deed 39"

3 Bov. 135.

But a conveyance of an infant as void can not be 

Sale of a deed of a person of full age being the same person. His voidable sale can not be introduced to a purchase.

Powell, however deny a distinction between deeds conveying an interest, and those delegating a power.

2 Bov. 32. 3.

Upon the whole, it seems to me to be contained in a first branch of a first rule (ante 26) and relates chiefly to transfers by infants and is a second rule in relation to their grants, leases, obligations, &c. ante 31.

The result seems to me, that transfers by infants are absolutely void, as is hate of first branch of a first rule, and then conveyance. Thus, the are voidable only when they take effect by delivery, but void when they take effect, as is under a second rule.

Perhaps, &c. to continue taking effect by delivery. But in cases of a general sale, ought to be modified by a last branch of a first rule. Thus if an infants knowledge not must be void, and a conveyance is not voidable, when an interest takes by delivery, it will be void by may of execution. - Powell's only voidable. So says Le Marchand.
As. Case of an Infant agreeing to sell 2 ounces of her hair with case of 1 ounce to obtain a 2 ounces, likewise chased of young the next in 12 case she lost in action of assault and battery, and was allowed to him.

This is only exception I know and probably would occur again.

1 Kel 362.

Legally Contracts by Infants are generally voidable, only as a temporary note, Mov 12. 6, 4. 20 49, Bat 12. 1. 1. 35 71.


That a promise of an infant is void and yet of an adult and an infant goes very far in case, e. g. former may be sold alone see 6 John 16. 7, 9, 11 On 42.

As to Penal Bonds, there ante.

38. A bond of submission to arbitration by an infant is said to be only voidable.

In some cases, these distinctions are momentous in practice.

Different effects of void & voidable contracts.

1st. If a contract is void, third person in adverse party may take advantage of its invalidity as creditor of by a fraudulent conveyance.

If voidable only — a party for whom benefit is made and who is his representative may take advantage of it 2. 148. 8. 147. 40. 3. Rain 38. 4.


If a voidable conveyance is made of Real Estate, only original and party and persons in Estate as remaindermen or overseersmen, 8. 42. 3. can take advantage. — His bona in Estate cannot 11. 76.

12. his parents in blood may but his nie in estate as remaindermen or remaindermen 33 cannot.
Second. Cordial sentence, as may be afforded by Statute, after he attains full age, and no estoppel may be enforced in a similar case, as if a lease is made to Infant, and he
remains in possession after full age, is rendered colorable for rent and
even for ye rent assigned during his minority, for he
notifies "it at instar" Post 45. ante 20.
2. Pd 69. 1 Tenb. 130. 12. 1. Pd. 78.

So if he makes a lease and accepts rent, after he has attained full age, he thereby ratifies his lease—
Post 40—see Pd 70. infra.
So any act evincing an intent to have & acknowledge
Infancy to convey y contract, has y same effect—

But a void contract or act can't be affirmed, it being
a mere nullity as a Power of Att'y by an Infant to convey
his lease, or an adherence of no lease is made,
here his act or declaration made after full age, can't
ratify y lease. (As where an Infant-lessee takes a
new lease of y same interest, not increasing y terms or
diminishing y rent, y second lease is void and
can't be ratified.

Co Lit 380.
3. Mod. 229.
4. Tenb. 137.
2. 45.
1. Tenb. 25.

as by y:

It's said that an Infant's conveyance by indenture is
avoidable either during his minority or afterwards.
But it seems settle, new, in a tenant by an Infant can't be avoided, but after full age for his rent, it itself not to be
a binding, and of course y original tenant remains only ordinary and may be confirmed at full age, else a Tenant can't
assail himself of a rent, by y Infant. 

2 Pet 1. 12.

Some rules obtains, if y conveyance is by lease or release-

40. To if an Infant make a lease, 2 Pet. 101. 3 Queen. 18. 8.
be held by the Manfield - Hardwicke ant. et of 6 R-

eree, 6. Litt 880. 3 Boc. 146.

Sale of Peral property by Infants are voidable at any

time I suppose -

Exempt Cases. in Equity-

Marriage Settlement agreements made by Infants, with
consent of Parent or Guardian, are in most cases binding
at equity, such agreements being necessary to a primary
principal contract.

2 Cor. 42. 44. 1 Cor. 6. 132.

For Equity assumes a sort of discretion, which is applicable
and directs those necessities under circumstances of cases
preparing many contracts, not at law, and brings-


This y interest of a female Infant in a marriage, even
has been holden to be bound by such agreements, made before
marriage.

1. Eng. 111. 4. 3d. 1. 468. Atke 615. 2 S. 2. 11. 17.

Pet 44. 6.

It makes no difference yin whose interest it is in so settin-
or continuing it depends on contingency

So it is well settled, yin a female infant, may hold an
right of dower, by accepting under such agreement, a settlement
by will of husband, and even if y settlement is of personal State.
This cannot be done in law. 1. 2d. 11. 1. 4. 469. 5. 61-

Thom. 145. 6. 2. 158. 6. 5.
42. It has been decided, if a male infant legally for life was good, if made with consent of parents.

On 164. 1. 310. 3. 52. 2. P. 219. 285.

And it has been held by Dr. Mansfield, if a female infant devised to her, covenants in marriage (with consent of guardian and in consideration of a competent settlent) to convey her inheritance to her husband. Equity will accord, if agreement by Pinn. 243. 1. Pinn. 48. This says, Dr. Hardwick, is going a great wrong, yet these are cases, when it can not be, in which a settlement by a husband is an adequate settlement in consideration, and a wife leave issue.

3 and 53. 5. 4. Sail 2. 6. 1. Pinn. 6. 60.

43. But it is said by Dr. Thynne, her real estate and bound on the has a settlent, and after her husband's death, takes possession of it, and if it did not go into y complicacy of settlent.

Dr. Thynne says if a devisee be a subsequent satisfaction after y wife becomes married, is necessary. 4 Or. 99. 590. or 70. 8. 992. 4. 53. n. 4. 1993. 17. 18. These last say no rule laid down by Dr. Mansfield and Hardwick.

Upon y whole, Dr. Mansfield's decision is much shaken, if not overruled, and there seems to be a difference when there is a breach between y case of an agreement to settle an estate after y husband during coverture, or for his life (not being necessary by way of family provision) and y of an agreement to settle him with y inheritance, it can hardly be supposed necessary for y future.

At any rate, it seems agreed, if any contract by a female infant to vend her real estate, is not binding, ni made before marriage.

4 Or. 59. 3. Pinn. 60.
The question an a Male Infant can bind his estate by 44.
such an agreement, is said not to be settled until 41.
4. Chit. 21. 19. said he can't.
It is clear, 70, if an agreement with an adult
he covenant, i.e. his real estate shall be settled to certain
use, he is bound by it, for his son's estate is not
affected by it agreement, and she is of legal capacity to
settle here. 4 Chit 5 18.

But no agreement made on man's or infant's
estate, will be enforced, and it be fair, just,
and reasonable, and when adequate compensation.
3 16.
2. 11. 14. 121. 1. Term 9 18.

If an infant capable of making a will, bequeath personal
property for his benefit or his debts, his executors or found
in Equity to pay them, ante 30.

An Infant's contracts may be ratified at law, after full age,
ante 37. To wit Equity a contract made by another for
and infant, may be imitated as well as expressly ratified
by him, after full age. As lease of lands, belonging to the
child for 40 yrs by their mother, the having re the rent
after full age. 3 14 12.

What powers an Infant may execute.
An Infant can't execute a general power, over Real Estate
from a supposed want of discretion, as a power to a certain
trustee in the several cases of infant, the infant is not
executive, as a power, to convey.

But a naked, special Power an Infant may execute for
here is a mere instrument, having no interest, not can be
affected, for a naked Power is one without interest and
no distinction is necessary as a power to convey.
46. "But an Infant can't execute a power over his own inheritance, as it would affect his own interest, the same as a Covert, (by sale or gift) may. 1. Xes. 3. 106. Cow. P. 45.

Said in 3. Xes. 91 no precedent in a Co. of Law, or Equity, of a power over a Real Estate may be executed by an Infant. 3. Xes. 108. n. This is a general proposition, but must mean a "general power" 1. Xes. 304. Cow. P. 47.

3 Xes. 108. n. n. t. 48.

The general rule seems to be, yet an Infant not interested may execute a power so as to tend his predecessor's interest of it, if it don't affect to a disqualifying power over real Estate. 48.

3 Xes. 108. And he may execute even a "general power" over Personal Estate, if his own interest is affected by it, if old enough to bequeath it by will. Jones, n. t. 2. Xes. 91, "An Estate of Personal Property is an Infant with power to dispose of part or the whole, to whom he may chuse to dispose."

47. An infant Tenant for life, with power to make a Partition, covenantant in Burnett's "to power, to settle part of y land on his wife for life." A "Covenant was helden Good in Equity, and here y power was Special."

What Office an Infant May Hold.

The general rule is, so an Infant may hold a ministerial office, not requiring only his and disposer. But not a personal one. As he may be Trust. Steward, Gaurier. A ministerial office is imposed to require Obedience and discretion—

3 Est. 6. 81. 40 Edw. 3. 30. 122. 139. 120. 135. 136. 150. 101. 102. 103. 104. 105. 106. 107. 108. 109.

In Cro. it's said he can't be Steward of a Manor.

The reason given, why an Infant may a ministerial office, is, yet if he is incapable (as before he attains 7 years of age) it may be executed by another a Deputy.
there then can he can hold any office, it can't be executed by Deputy.

Quest as to a Law of convey? Can he hold any office? I don't know if he can.

An Infant can't be an Att'y, for he can't be sworn as yo' office requires, besides yo' duties are attended with responsibility.

3. 8th 125.

This suit y case is all y states of y union, as Georgia
Infants are admitted at almost every session in y legislature
as practice as Attys and Councillors at Law, because they can pass an examination in law Co.

3. 9th. Know a man only 13, practicing in Georgia.

Nor can an Infant be a Juvor for some reason, and
because a Juvor acts clandestinely.

3 9th. 825.

An Infant may be an executor at any age, but can't
carry on such title 17. 17. 1. 8th 85. 3 9th. he can't
the full age, and 17.

Regularly an Infant with a bound on his special act
and liable for his neglect of duty. An Infant Factor
is liable for an estate, and liable in debt, if y Factor
is under execution. New 364. 11. 8 Co 27. a. 6. 8. Do 3 9th 222.

2. 9th. 123.

Thus far an Infant is affected by y nonperformance
of conditions annexed to his interest or estate. Conditions,
due of 2 kinds, Express and Inferential.

First. By Expresses conditions, infants are bound as well as
Adults. 898 an Infant to do in estate, to which so long
condition imposing a forfeiture is annexed, he forfeits y
estate by nonperformance. As A Man's Infant heir, to
whom y land has descended.

1. Gen. 189.

1. Lev 21. 8. 30 44. Carth 43.
50. But there is an exception to this rule, where a condition implies a penalty, a forfeiture distinct from a part of my estate. In such cases, the infant and the bound party might be so bound by a penalty.


As if a lease be assigned to an infant, under which the lessee was bound under some condition to pay double rent. The lessee and his representative may be subjected to a penalty, but not the infant.

3d. Implied conditions may be either at law or by it law. Implied conditions at law are either founded onskill and confidence or not so founded. 3. Co. 44. (By former, Infants are bound, as when a stewardship is granted to an infant in fee, he forfeits his office by non-payment or non-performance.) 8. Co. 44. B. Co. Litt. 232. B. 1. B. 7. 82. 83.

51. By 4. later infants are bound. 2d. If an infant bound for life alien's fee, there is no forfeiture.
(Let us here erect)


As to conditions implied by it law, those given a recovery is a tenant for non-performance or breach of the condition. Infants are bound by the condition. As lessee for a life or years, a tenant for a life or years, for a term of 10 years, gives an action to recover that which was wasted.

52. But where it law more by gives a right of entry, and no penalty or recovery, the tenant and bound, as if an infant alien in Mortmargr. 1. Vent. 323. Here there is no forfeiture, for if it gives a lord only an entry, but no action to recover

Here, as to reason of these distinctions?

Infants are bound by its of limits, ni they are specially.
The 70 of Limt are in y nature of condition annexed to a night.

And if an Exe or adin or Trustee, for an Infant, don't sue within y time prescribed by St. C (he having power to sue), y Infant is barred by St., y exception taken to be a night. 3 P.M. 30.31.

This rule must relate to cases, in which Executor has a night, in his own name, or on a contract in favor of a Infant under 21, deceased, or an obligation given to an Executor in trust for an Infant, and not 3 P.M. 30.31, or out of which must be lost in the infant's name, and in his own right, for it must repeal y Statute, as the rule holds in Equity as well as at Law.

In what manner Infants are to Sue, and be Sued.


I have already treated of y rights, and Infants may acquire, and of y duties, and they may incur by their own act, etc. We are most to inquire of y means of ascertaining these rights and enforcing these duties.

First. How Infants must Sue.

An Infant must always sue by his Guardian, or Proctor, and the infant may appear by ally, because he can't appeal, and he is subject incapable of conducting a suit himself.

Co. C. 660. Palm. 225320. 3 B.C. 142. 29. 6.

10. If an Infant sue with his guardian, or proctor, and 3 310.

also may infant of suit by breaching to his disability — 3 30.1.


In equity an Infant, etc. ed appear by Guardian only, and

and y. his real friend in any case, but y L. of Westminster, 192.
II. When he sues his Guardian  
Co. 5. 640. 5 Bae. 148.

III. When y Infant has no Guardian  
Co. 5. 640. 5 Bae. 148.

IIII. When he is changed out of y case of y Guardian  
Co. 5. 640. 5 Bae. 148.

In all y above cases, he is obliged to sue by an actual friend. In all y other cases, he must still sue by his Guardian.

According to some Seniores, an infant may sue in any case by Guardian or real friend – Ant. 5. 136. 4.

And then taking away y Guardian’s control and authority, it stands.

If husband and wife sue, y wife being an Infant, she need not sue by Guardian, but both may sue by Atty. named by y husband, he being adult.


When an Infant sued by Guardian, y latter is liable for y costs, and is compellable to give security for ym. So nothing but is by his next friend, y latter is liable to costs, and both are liable to an attachment for nonpayment – 12. Guardian and next friend – 1. Ec. 5. 72. Mt 546. 556. 10. 140. 181.

Cite, Civ. 4. 1. Phil 46. 1. M. by 50. 1. Wil 180.

2. Phil 249.

According to some opinion, y Infant is not liable for costs, and yf may proceed to either at his election. 58. 59.

This rule was made down in 11. 1720 was demurred on a rehearing by Ed. Hutton, who said, now.

4th. was no act given of an Infant if it was able, for costs in Co. 5. 35 law or Equity, and yf he need not find pledges at 6. 159.

2. 17 42 238. 11 Wil 180. M. 26. 3 Bae. 147.

If infant be in want of goods, or have not been brought in due time, the same shall be kept in the name of the infant, and under the supervision and direction of the Guardian, and if any person or persons, any infant, estate, shall be ultimately chargeable for the same, the Guardian or such infant shall be ultimately chargeable, who is required to account for the same as their Guardian.


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In England, both Guardian and such infant, must be admitted in question by a bill, or by writ out of Chancery, and the bill may not be joined, by, or action of, one of the infant's creditors.

Pitts, 225. 265. 293. 304. 570. 663. 720. 420. 238. Carter 225. 265.

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Pitts, 225. 265. 293. 304. 570. 663. 720. 420. 238. Carter 225. 265.
3. The L. 538.
St. 12, 13. 384.
T. 127.
S. 172.
St. 12, 13.
St. 74.

Treason. If they are such as executors,
so is he so unless by necessity
is as to you, 'n' unless'. They don't voluntarily join
as co-parties and 'n' bringing a suit, don't imply any
admission by either of you, so they are actually Coexecutors.
Besides y Infant def. might be otherwise subjected
to costs, 'as borne before' by misleading — Post 64.

So it is said, (En 2 El 374.) If an Infant take executor
one alone, he is liable for costs. This rule is denied and
seems not Law — he may appear by Aty. 1. R. 357.
Costs 123.
1 R. 162. 3.

Even if the original judgment was for y Infant, as y C. Law
of 2. Saund 113 m. Contrary Cre R. 4. 444. argued on y it not be done

60. How Infants are to be Sued. Second

An Infant def. must always appear by Guardian, and not by
'another's agency'. For y Sec 132. Westminster, don't extend to
actions as Infants.

66. If an Infant appears by Aty or by himself, when he ought
not to appear by Guardian, so erroneous. The plea is argued
by y Guardian and so is what is meant by pleading
by Guardian.

Note by y Guardian, in y C. Paris is meant, not y Guardian
on Infant's persons or estates, but one adhominis for his estate.
In General by letters patent, out of Chic. or one adhominis
by y Aty or in inf. y Aty is lost. — 1 R. 135. 8 m.
2. R. 135. 8 m. T. 72.

And in an action of husband and wife (y wife being an
Infant) she must appear by Guardian.

This being next friend don't enable him to act for her
as Aty. The husband can't adhominis an Aty for both,
If an infant having no guardian is sued, y judgment must be in his name. Such an one is called a "litis alibi." 2. Law. 132. 3 Bk. 427.

If there be no guardian appointed, y judgment may be reversed. The authority of y guardian "ad litem" extends only to y suit, for wh. he was appointed.

But if y infant has a guardian, y judgment apportion one "ad litem" is y former is out of y reach of Bree, i.e., he has no authority to act,

If then an infant having a general guardian is sued, y judgment may be reversed; but if he be summoned to defend for him, the judgment must be reversed if he is summoned and a suit of Error is examined, Bree, 58. 1 Bk. 2. 429. Section 80.

If an infant when sued, appears by attorney and insists on his freedom and a suit of Error, Brees, 58. 1 Bk. 2. 429. Section 80.

If his Guardian ant cited and Judgment goes to him by default, y judgment is reversed. Bree, 116.

3 Bk. 150.

So it seems if an infant appears by atty., and judgment goes to him, its Error at B Cree.

3 Bk. 150.

If judgment is for him, but y weight of authority is not so mentioned in Cor. 8. 441. Cor. 8. 542.

But by Cor. 2. 1. 2. 93. of Judgment made for y infant upon verdict, y other party cannot reverse it.

3 Bk. 42. 150. Cor. 8. 540. 2. D. 213. 49. 1 Bk. 93.
And by 4. Ann. ch. 16. y rule is y same with y last. 
If judgment is for y Infant by confession, nil direct "a non sum informatus." 2. Laur. 21. 3. r. - On Hayes To, nothing is said of Demerer - as at 6. Law. If, but horn. These To, his infancy is still pleaded in abatement in these cases. 49th 123 - 2. Count R. 58 -

If an Infant is sued with others, who are adults, and appears by Att'y and entire or It damages are given to him, y whole judgment is erroneous, for y it cannot adjudication

y damages. 3 Cl. 455 - 29th 35. 20. 58. - 152 - 38. - 4. Burr. 2022.

After. If damages are severally assessed, judgment is then reversed quoad y Infant only, for ye is substantially done, as if there had been several distinct judgments.

On Count, it has been determined, yt when Adults and Infants are sued together, as In Debtor (y Guardian not being either of them appearing by Att'y). The Judgment on ym is erroneous quoad y Infant only. And y damages were entire or It. 36th 1285. 116.

There. For the each is liable for y whole and there is no consideration, yet if y adult had sued alone, a different assessment of damages might have been made. The Infant may have been a robber PE.

If an Adult and Infant are sued alone, as Executors, y Infant must appear by Guardian.

If an Infants and adult join in a suit, it may be assessed quoad y Infant only. Because their interests are distinct and it is in nature of a Common cause or cause of stay. 27th. 124. 2. Law. 108.
How Far y Law regards Infants vi. In Venter ta Mere. 65

Infants vi. In Venter ta Mere are so many unborn regard.

The killing of an unborn infant, however, is not murder, but a
high misdemeanor or murder.

But if a child having received a mortal wound or
been born alive and died
in the womb within a year and day, after y injury done,
it is homicide and may be murder. The child is regarded
in case for ye hanging.

Contr. I Ste. 6 c. 122, 44 3

An Infant vi. In Venter ta Mere may inherit, till the birth
of a son descends to ye heir apparent or presumptive and is
then devolved in favour of other born heir, and if a man
dies, leaving only a daughter born and a goodhumour son
is afterwards born.

1. P! II. 48 0 2. Ab. C. 368. 3. Ab. 3. 7. 18
2. Co. 30. 2. Co. 2.

An Infant vi. In Venter ta Mere may take by devise, as y 66.


Till y birth of y Dede. y estate descends to y heir; and is then
devolved in favour of y goodhumour Dede. Sears Am. 438. 2.


An Infant vi. In Venter ta Mere may take under y of
distribution. 2. P. II. 144. 2. Ab. 117. "Title Ex adm. 106."

17. To under a term for necessaries for such children bore.

5. Y. 7. 28. 2. 48 0 2. 5 7. 28 0 5 7.
The under a bond in favour of such children, in favour
An injunction is made in the behalf of an infant,
who, by a bond to be held by the said
An estate limited to a life, to remain
to the unborn child of B., an injunction lies in favour of
such unborn child.

28. Under § 12. Ch. 2. an infant in ventre se, may have
a testamentary guardian, 12. one appointed by the father by will
in deed. 1. P. 152.

An infant in ventre se. may be an executor, but can't
act till 17. and if 2. are born, they shall be co-executors,

But by § 15, it says 15. not till the full age, ante 17.

So of one devise or bequest to an unborn child of A.
and 2 or more are born, they take jointly.

68. The Relative Rights and Duties of Parents and
Children

The enquiry under ye head, renders it necessary to consider
ye distinction between legitimate and illegitimate children.
For ye rights and duties are different, when referred to these two
kinds of children.

First, then. The are legitimate or the bastard children.
A legitimate, one child is defined to be one, born in lawful
wedlock, or within a competent time afterwards.
thus born can be legitimate. But it isn't universally
so, because not every child thus born is legitimate, and
the same faéce he certainly is— 2. D. 438. 2 B. 1. 3 B. 145.

69. An illegitimate child is defined to be one, born or begotten
out of lawful wedlock. In other words, not not begotten
or born during lawful wedlock.

This definition, I conceive, is incomplete, for e.g., one at
The true definition is, an illegitimate child is one gotten out of lawful wedlock and not born during either lawful wedlock or within a competent time; or one neither gotten nor born in lawful wedlock nor within a competent time afterwards.

The above definition of a legitimate child is not only true, but if a child is born during lawful wedlock, its presumption is strong. Hence no other proof of illegitimacy was allowed, in such a case; that such a presumption of legitimacy is impossible, and that of illegitimacy can be proved only in two ways: first, by showing impossibility of access, i.e., wife of husband; second, by showing his unapproachability.

Improbability, however strong, was not adequate to prove a fact.

First, no other sort of nonassent was admitted formerly; for there was no affirmative proof of conception by birth. (See 2 Cor. 14:15.)

Second, absence within the realm was not legally known.

Hence, if a husband and wife have a child, however soon after his return, it is not a child until it has been legitimatized, unless the husband was proved impotent.

So, after an absence beyond a year, if he shall return and find a woman, who shall be delivered next day, and the child not have been legitimatized, infancy (i.e., duration) until 12 years. 2. & 8 & 9.
2. As to Husband's impotency. Formerly it had not be
proved otherwise ye by want of age.

According to some, ye age of impotency is any age under 14.
According to others, ye age of 8. is ye limit.

The evi admissible under these rules is supposed to prove
impossibility of legitimacy.
No rules similar to above have been admitted in Court,
and these old rules are now abolished in Court. England
First. Monarchy, may now be proved by other evi, an not of absence, extra quantum tenet, the question is left to 
yeri under ye peculiar circumstances of ye case, and may 
find no access. For a husband has been written y Paul
i 14. 27. et 5 mid 418. en 520. Est 2. 488.

2nd. Impotency may also be proved by other evi, ye want of age, ye by a husband's state of health, by any evi, in short, not conducive to prove y fact.

These Rules, however, also seem to admit on other sort of illegitimacy, on what amts to be an apparent impossibility.

3rd. It has been lately settled, ye other evi ynt of monarchy, 
and impotency, is admissible to prove illegitimacy, why y
Mother cohabited with another, and ye y child was 
reared a bastard, ye it was called by a name of 
another, and ye y mother took his childs name.

4th. This evi goes to prove, impossibility only ye y child, is legitimate. It can't direct proof of monarchy or impotency.

The divorc of ye marriage, not is null "ab initio" is illegitimated.

In case of Total divorce. for causes existing before marriage and rendering it unlawful.
But the legality of a marriage not absolutely null and void, can be called in question, only during the lives of the parties, pro salute animarum, yet in case where marriages are made void by reason of some canonical impediment, and by reason is, divorces are granted and marriages annulled at a Spiritual to, *pro salute animarum*; but ye cannot be when one is dead. This rule is confined to those marriages, which are unlawful by reason of some canonical impediment to, where divorces are necessary to prove illegitimacy, which are necessary only in cases of canonical impediment.

In civil disabilities, legitimacy may be denied at any time, since born during wedlock, cannot be bastardized by proof of illegality of a marriage, after the death of either party.

But a child may be proved actually legitimate after the death of its parent, the born during lawful wedlock, by other causes, as is frequently done.

A child begotten and born after a divorce, "a merna et filia", is presumed to be legitimate, because if it is not, it becomes to have conformed to the divorce, and was to the device, and it is related from cohabitation together. But where there is a voluntary separation by hus and wife, under articles of agreement, if a child is born, the presumed to be legitimate, because there is no presumption of its conformity to their own voluntary agreement. But in both cases, presumption may be rejected.

When a question of legitimacy depends upon a marriage by force, it is necessary, if the wife and husband be known not to have mich was.

This rule, as Le Mansfield, is founded in decency, morality, and society — it is, says Moore, to policy of a law, because it is under this custody, it may be known, however by a testimony of others. But she is admitted and good reason to believe her misconduct with others and a man from necessity of her case, for she may be only person acquainted with. 
But y husband and wife are considered married, by birth or time of y child birth. So they are considered married by birth or time of marriage. In y fact of marriage.

So y declarations of father and mother as to y child being born before y marriage, may be heard after their death. This ain't bastardizing one as born during wedlock nor does it impeach y marriage of Parent.

6. In an action, either in Chancery or a good case of fact, at Law.

On hollowny, common representation, an entry in a public register, insufficiency of a bastard or child born. So they are when questioned of Pedigree.

By y Statute and Canon Law, a child born before marriage, is legitimated by a subsequent intermarriage of Parent, or born to a lawfully married person.

6. 60. 1. 46. 48. 58. 1. 60. 524.

In all children born of a widow, as long as y husband's death, or by y normal course of gestation, they can't be his. Those are bastards. They ain't born within a considerable time of marriage.

16. That is a considerable time, mentioned in y definition. Y Law don't exactly ascertain. 16. Within what time after y husband's death, a child cannot be born, to be legitimate.

Rule some beginning, 9 days, minus ten days, is y usual time of Gestation. 15. allowing 50 extra days for y months, 260. days, or averaging 9 months. 280. days. 50 weeks, or 350. days. 10 weeks, or 350. days.
The rule is, if a child born within 7 months period of gestation, connecting with 8 months after husband's death, is legitimated. If presumptive evidence be, as if born during wedlock.

A child born after separation is presumed to be illegitimate. But presumption may be rebutted in both cases. 

But one born 9 months and 30 days first, had been held legitimate, if mother having suffered much hardship. Co one born 9 months and 20 days, after, under special circumstances.

If a woman, many immediately on husband's death, and a child is born within such a time, not according to usual course of gestation, it may be a child of either husband, he or she, may, when of age of discretion, choose either to be his or her father. Co Lit 8. 1. Rolle 357

But the want of satisfactory evidence of his true parentage can be obtained. The rule supposes the absence of any other proof by which is furnished by facts supposed in instant.

So said ye one may not be bastardised (ie. proved to have been a bastard) after his own death, as personal defects die with a person. Co Lit 33. 2. 245.

But ye holds only as between a bastard, illegitimate and lawful person, as between a son born before marriage of his parents, and lawful issue of marriage.
Bastardizing by illegitimacy, a void or incorporeal marriage is a distinct thing, ante 34.

If then a Bastard's issue, which is his father's estate and does replace, his issue shall hold to y conclusion of y mater.

But to conclude y mater's possession, there must have been an unintermediate possession by y eye, and a descent to his issue. Hence during his life, a legitimate son or mater's possession may exist here.

And if a legitimate son died with issue, y estate goes to y mater's possession, or legitimate son, even in exclusion of a bastard's child by y Bastard eye. Because y possession wasn't in y bastards child.

Of the Rights and Incapacities of Bastards.

The rights of an illegitimate child, are such only as he may acquire, for being filius nullius or filius legitimus being of the first or second degree, the illegitimate child cannot marry his mother or daughter, &c. 5. Nod. 158. Lit. Cap. 33.

Comp. 328. Com. B. 2. 1. 8 Oct. 408.

But y mater in, &c. he is filius nullius, don't hold as to all inheritances, for it don't hold as to a marriage. Prohibiting degrees, an illegitimate child can't marry his mother or daughter, &c. 5. Nod. 158. Lit. Cap. 33.


Nor does y mater extend to cases in which y law requires y consent of y father or mother to a marriage of y child.

Here y law recognizes y relation of par and child. Demesne's y consent of the father of a minor illegitimate child is necessary to his marriage, when he is known, by being compelled to support it. 1. W 96. 100.
It is said, if a natural consent is necessary, but it seems not true. This consent has often been held valid by Sir W. Scott and others. Early 17th century, Judge of the 3rd of London. 22. Christian Senex, 1562. 1. Legard 327.

1. De Com. 88, n. 11, Sect. 1.

Indeed, in many cases, it seems to apply to a case of Inheritance. Justice Boul (1. Th. 11.) said by Littleton (1. Th. 398.) that a Bastard is guiltless, without issue, because he cannot inherit. 3. 104. 113. 115.

C. Litt. 700, 702, 703.

A Bastard may acquire a surname by reputation, and so 32. he has moved by inheritance.

A Bastard may purchase by his name thus acquired, and by his name of Bentley, he has gained a reputation of being Bentley, merely for reputation.

By description of "issue" a Bastard can never take, as it was said (C. Litt. 398.) because it presupposes "issue" is generally used as synonymous with "issue of body" and the word is used in any sense. 1. Th. 410, 6. c. 65. 2. Prov. 2. 310, 333. Park's I. 126. Sect 32. 1. c. 65. 2. c. 65. 3. c. 65. 4. c. 65.

"Little De Vere I" But a Bastard can never gain a surname by reputation or by reputation of being child to BB. but by continuance of time.

Hence if a contingent remainder is limited to eldest son, 88. of BB. he having none at time) an illegitimate or legitimate, and he has afterward an illegitimate son, he can't take for he has no reputation of being a son of BB. at his death, and his uncertain can be ever null. The contingent is therefore too remote.

But it has been said ye such a limitation to contingent remainder, limited to eldest son of BB. will enure to him, or her. Bastard son, born, because he acquired a denomination of his child by being born of hers, so that there was never
any uncertainty as to his intent.

If uncertainty in a person is to only objection, it seems 
debated, in ye. good and y limitation would be good—

84. Red error: Be not limited on two books a contingency,
allowing there can and any uncertainty as to a husband of a 
husband when born is not y future birth of a bastard 
it self "inter quies spontanea." 

Hargrave leaves it in dubious, and from his note, y 
better scheme seems to be vs y limitation.

A bastard can have no heir, but those of his own body, 
for all other kindred must be traced to a common ancestor 
and be his more often or often?

1. Bk. 40b. Co 4th 3. A

In Eng, a bastard's settler is regularly in his parish in 
which he is born, he can't obtain a derivative settler— 
for go is a species of inheritance. 1. Bk. 162. 3. 459.

Talk 427.

If y child lives with its mother for nurture in another 
parish, till y former parish must support it.

Tong. 7.

85. There is an exception to y last rule, where a found 
is hooriic in the parish in which y child is born— 
as if y mother is sent by order of a justice, to a parish 
where she don't belong, and there is delivered, y child 
is settled in y parish from wh y mother was illegally 
removed.

Talk

So if y mother goes to such a parish, and is taken up 
for vagrancy, and has a child born there, to settle 
in y parish to wh she belongs.

In Court, y mother's settler is set of 3 child—
Post 15g.
The Duty of Parents to their Damned Bastards.

The duty of bastards to such parents consists chiefly in their obligation to maintain them, and to a mode of enforcing it, as in Eng. see 6th Ed. 1. 8. 1. 18.

For a relation of Parents and Child is not regarded to involve a duty civil, but as to certain natural duties.

The law on ye subject in Eng appears after ye 2 of 1. 3rd Ed. 12. 16. 2. 6. 1.

In Corn as in Eng, a seditative father and mother are both chargeable for ye child's support. 16 Ed.

The Mode of Proceeding.

In complaint made to a magistrate by a plaintiff, sheriff, etc., he issues a warrant to apprehend the person charged. The is brought before a magistrate, who enquires as to the truth of the charge, and in his discretion may bind over, or proceed against the person, etc. If the county of ye county in which ye child is born is for trial, the county having general jurisdiction of a cause, he ought to bind over in ye proceeding seems ely grounded.

In ye enquiry as on a Verbal Trial, a mother is allowed to testify on "necessary cause".

The Proceeds fired by a magistrate is a month and a year, in civil causes.

32. It was once generally supposed, yet a complaint must be made before a birth, or by either or both of them, or the mother has no remedy. It has been decided against.

The mother's oath ant conclusive, but he forms ot he is not, and of course there is burden of proving in a Oath. The oath is an oath in the Bible, not of any level to the oath, but he may be sworn in another by the Bible, as in others cases.
She must also be sent to the discovery of a truth or of the true time of her seven. It is said.

39. The omission of such requisite can be supplied by no other law.

Thus when ye select men by your town, professors, or y. town, and ye are at y. mercy of y. master and y. consequence, and y. decision between y. father and y. mother.

If ye state ye select men have y. same power as ye professors, as y. show, it may be more salutary for y. master himself to entertain,

For be required of the younger constant in his attendance, the must not change one before majesty and another alone.

If County et. "continuing constant has been decided to be a necessity," it necessary to be alleged of y. complaint, to what mere lax, as absolutely necessary, and even y. confession.

Thus, let it, must sales, because there is a consequence. Thus, we can't be selected. A Reeve Cornice.

90. To Def it meant to be a situation in her, a student is, the notice was to in every one damaged, affected, and also, if it is required in some house free from y. charge for it maintenance, and if be refused to stay ye order, he is to stand committed to Court 54. When y. master trusts, what y. time once, he only indemnifies a loan. The indictment is called In Eng, an order of affidavit. "Com: 3: 21."

In such county is our passage y. mother, because the would be servile (or old lady) to go to Church, and ye order be constant, constant has been committed in Court. If a son has been judged in her. But 1st New Testament are issued quarterly.
But, if execution is pending, and the action is to be stayed or stopped, the writ for a new trial may be had, and the necessary steps taken to effect it. If the adverse party shall not appear, the suit may be proceeded with and a judgment rendered, and execution issued against the property of the defendant.

If a woman dies before a child is born, and the husband is compelled to pay for its support, he may recover the costs from the adverse party.

If a woman dies before a child is born, and the husband is compelled to pay for its support, he may recover the costs from the adverse party.

The costs of execution are to be paid by the adverse party.

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If a woman dies before a child is born, and the husband is compelled to pay for its support, he may recover the costs from the adverse party.

The costs of execution are to be paid by the adverse party.
In Court of the Proctorate and said to humane it y select men may pursue y some proposition.

93. If y separate father, after半天正 us have, dont juy avoid company to maintain y child y of so required, and to ease y town harmedly, and bee from charge he is committied, else as a criminal in Court. The poor bussiness was out allowed him.

What y mother bas sworn in her examination, before y magistrate, is good Evie, after her death in shaft of an order of liberation.

But in Court where y child (she being dead) admitted her detection, taken before nosent estate, and also y Evie by magistrate, as to what she testified before nisi y Paimonte was present there. Was not y Evie of y magistrate legal? 1. 66. 233.

There is on a proposition by y select men y mother is compellable to testify who y father? Why not? The Evie unit to disclose assume on her part, not on be known, but to ascertain who was concerned with her. as it. Decided by Sub Le and it of cows in Court, where as compellable. 1. 66. 233.

The not found by y law, but by our Court Evie. In Eng, she not compellable to testify till a month after.

In Court, Sub Le, reversed y decision of y County Le, that was yet y mother was not compellable in her own proposition to answer relative to her intimacy with yle man. 1. 66. 458.

30. Whole of these proposition was originally by tis only and y is tis to y Northern.

Debtor's are ni such easy in Court are admitted
as Ed. for they are insupportable to be, barely criminal.
This is of a mixed character.
But in Court, by Rule as to Criminal Prosecuting, blame must arise to the right of Appeal. There is no appeal from by County Lt to by Subs, nor in Criminal cases. To ni prosecuting on ge St. This was y old.
Rule, most appeals were allowed. But they ant allowed more.

Of The Rights and Duties of Parents in relation to their Legitimate Children, and their bastard.
The duties of Parents towards such children, consist principally in three particular, viz, Maintenance, Protection, and Education.

The duty of Maintenance is founded in human law. These are rare cases where to have it allowed, they are able to maintain their children in no other necessity. The duty of Maintenance is in the giving necessities. This duty is a by rule. 1. Bk. 453. Day. 372. 1 Bk. 446.

The tradition of Parents to support their Infant children is absolute and unconditional, not so far as they may be enabled to assistance from Parent in Eng, or in a Town as Connt. by St. Infants in paid of law cant support themselves. but only when y Parents are unable. 1 Bk. 449.

1. Bk. 448. 12 12 238. 387. 3 add. 233. 3 Dec. 375.

1. The duty is enforced in Eng by St. 48. Eliz, and in

In Connt. by a similar St. 1 Bk. 448. 12 3.

This obligation under these St. extends as well to Grand Parents, as to Parents, and in deed, with all Infants of

yo children St. for by these St. all persons who are not,

insolent and unable, (in want of understanding, age or

illness) to support themselves, shall be supported by

their Parents or Grand Parents, if able. 1 Bk. 448.
The law always defines Infants unable to support themselves

(see footnotes)

L x. 21.
In England, children are under some obligation, but there is no Grandchildren; it seems obligation extends to the latter. 2. These 363. 1 S. 4 & 454. For 161. The obligations due from wife and wife to husband, is only secondary, yet if of Parents or, or of y children being Primary.

121. Grand Parents are liable, if ye has few this Parents, who are able to support them. So Grandchildren and liaise if y children are able.

Supposing Parents able to afford only a partial support and not ye Grand Parents, bound to contributible. I think they are, for hata y spirit of y law, y towns are liable, ni in cases where there neather Parents nor Grand Parents, sufficient ability.

100. In any a man unto laws to submit his wife's children, by a former marriage, even during a divorce, and no question is made as to ye wife's ability at ye time of marriage. The act of 43. of Eliz extending only to natural relations, and not relations by affinity. 3 Ed.v. 1. 4 Ed.v. 104. 161.

S. 385. 2 Ser. 323. 1 Selw. 296. 1 B. 1 Ch. 668. And maintenance by consent considered to be a marriage or child, when they attain full age. in many cases now.

The Eng. construction of 2 or on a subject addition is one the strict one. But any rule so framed upon a construction in relation to a particular case or question is so. So not y true substance is this? Yet ye husband is liable (being of ability) to his wife's ability, as he takes the "own" mortgage not. 1 B. 448. For 283. This is a rule as laid down 1. B. 448. The Eng. says the Husband beate ye Towns with out she was born to support you. I think ye natural, but surely not Law.
The Dr. mistake, not as Poobrooke, subject to absent W. husband, as attending to him, who does it immediately least him at all. But it subject to his mother being female, absolutely some respect has principle, obligation seems by consequence to devolve upon him.

Clearly a man and bound, either in one or count, to support his wife's parents, &c. If he can provide it, value for life, let them maintain it. For 30. & 40. Star, three ought not to bear himself to be liable, if she was sound.

So one and bound to support his one wife, after a "Prodece a Men a Meidhe." Instead of no Letters. I sent here to subtend, how far parents are bound to support a. In which I shall say, they are come to support a. In and her child, and in which, his wife also. I think, supporting him, is subtending her.

Suppose a poacher had children and parents able to subsist him, who are liable. Parents or children or both? And you burden deputed in such case.

But ye duty to subsist children, don't disable any one to 182. can dismember his children by will, either in Eng or here, and they cant resort to his decision, as to a mode of enforcing ye acknowledy duty in Eng. see 1. 46. 448. 468. In court, ye obligation is enforced as ye children, and 182. 2. 20. 182. Parents of adult children, by application in form of a memorial to ye county to in ye county in which ye poacher lives.
103. But for necessaries to be furnished for minor's children, an action at 6 Law lies; for y duty is absolute.


This duty is also founded on natural law (and in Minor law) but it's rather permitted as enjoined by Municipal Codes. 1. P.456.

Thus a Parent may maintain and uphold a child in Lawsuits, with incurring a suit of maintaining quadrals.
3. The Duty of Educating Children.

Parents are bound to give their children a suitable education as a natural duty. 1666, 452-4, 426.

There is no provision in any law to enable us to show that each child may be given education (by himself, and his tutors, and his friends) and if parents are forbidden (and, Penalties) to send children about to be educated by others. 1670, 452-4.

In short, all parents and masters are required to teach children under their care, and that (especially) is needful to those who are unable to do so. Hence, and if unable to do so, it is best to teach them some trade, art, or science, and in case of neglect are subject to a fine.

For short, select men are authorized to take children from parents, regarding their education. 26, 452-4, 1670, 452-4. And it becomes more difficult to teach, and to bring them under or to bring some to masters, yet they may be explained and questioned and diligently instructed. Malachi, 1666, 452-4, 1670, 452-4.

The duties of children to Parents consist in their being ready to obey and be submitted to them during their lives; to support them (and education) to support them in their own, and be taught when necessary (by others). 1666, 452-4, 1670, 452-4.

III. The Rights and Powers of Parents.

First, the parents have a right to choose the general education of their children. 1666, 452-4, 1670, 452-4. And if so done it is lawful to educate them in schools, and without charge.

1 Cor. 130, 1666, 452-4.

20:6, 7, 1666, 452-4.
... an irreconcilable divorce... mother of the child to the care of her parents...

108. This power of consent may be delegated by a father to a

1. 186. 453.

... the consent of a Parent to a marriage is only required by 1. 186. 453.

... such consent a marriage is valid. 

... 186. 453.

A father has no power over his infant child's estate, or in

452. 8.

... an infant is entitled to all his property, he may recover, less

1. 186. 453.

... a Parent is entitled to an action "for peace" for entrusting

1. 186. 453. 3. 186. 540.

... an infant has been scalced, or otherwise injured, is

1. 186. 540.

1. 186. 540.

... 3. 186. 540.

And if a Parent has recovered any actual expense

1. 186. 540.
As an action that is to be reported against a servant, his action, done at the service, is to be reported against the servant. It entirely abates all damages, and unless it be otherwise declared, the servant is deemed to be a servant. 2. R. 168. 11. East 24. 2 Felw. 1883.

Master and Servant 6. 3.5.

2. R. 168.

... consequences not to be the same as a servant. 3. Miller 18. 18. 20.

But a servant is not a real, new & absolute ground of damages. The real ground of damages is an action to recover damages and a species of family. 3. Miller 10. 264. 12. East 28. 2 Felw. 1887.

For want, use of a carriage by a servant, is very, or and necessary, the damages to be in any manner proportioned by use of the road.

2. R. 168.

To the servant has lately begun, if the road will be found to have actually become a service, it is actually abated or held. The value of the road in his family as a subordinate member, if it was yet seem to have been a service. Or the service been deemed his advantage, subject to his command to use it has a right to use the service. So enough, yet be had a right to demand his service.

Pee R. 55. 283.

Second, it lies, the daughter of a becoming service is a husband of Parent and of no right, as of a gentlemen's daughter.

3. The character of a daughter determining in great measure of convenience and ease of her intermarriage with other men, goes to mitigate damages. 1 Bot. 472.
The Age of a daughter and maternis, if the acter, as tenant, by Parent, or any person, shall do any damage to his land.

But if the damage be done to a servant, or any person, who, as a master, or any person, shall do any damage to his land, the servant or any person shall be liable for such damage.

Support her Infants at a boarding school, or serving us another family, for the benefit of a Parent. This, of course, may be subject to various considerations.

An action merely for securing a substantial and actual invasion or trespass.

1. 3 Wool 18.3 Barn. 2d Bell. 561. 66b. 1 Selw. 166. 6 East 388. 355. 3d 561. 186.

When a Def, in lawful entry into a house, as Riz, or may sue for breaking and entering his house, and care a seduction or apposition, if a genus of consequential damage. 6 East 388. 355. 86b. 2d 561. 2d 561. 561.

But if trespass, "in ut armis," is tort, a licensee to enter, unless by fact or Riz or a license to enter, being y house, being a genus of a trespass, the liability, not so we Count, under y 5th of Pedauge. 2d 561. 16.

Rita Swif. 2d 561. 16. a licensee is no defence, as a subsequent entry makes me a trespasser to enter. This is incorrect. A licensee not a trespasser to enter, as is y case. The entering to take a step, licensee to enter a house.
No. 2. To he is not otherwise liable on their account for damages - nor their children the same - nor even on their account on the contract for necessaries, but with their consent.

The latter is liable as master in all cases, but for necessity, there's relation to master, if master and there exists.

By a Court it is certain under y name is subject to any fault imposed on his children. It is subject to not working in highways not doing military duty.

Remark. There is generally a mistaken idea as to parents liability for her children - he is liable for his child's breaking neighbor's window, as aforesaid. Generally, but only when he was liable for same act, committed by a tenant.
Master and Servant.

A subject is one, who is subject to the personal authority of another, not to the public official authority of another. The servant to master &c.

A master is one who exercises his authority - the authority is personal. Subjection is civil authority and tenability.

The authority exercised by a master, is generally by virtue of compact with a tenant or his guardian, but not general. Where case of slave, it acts such as exists at 7 Litt.

The kinds of tenants at common are 5: three namely and known that we will have


5. agents of any kind, as Factories. Postmen, Tenants, Justice of the Peace, - &c. Regarded as Chief. 4 Pr. C 428, 1 Mod. 244, 408. 2 Litt. 538.

The first, these kinds are unknown in civil law &c.

First. Masters. It is dangerous to many an office to be given to master. By & I have it not, but it has been by way of necessity. Slavery never acts, it must be kept in natural slavery. Only common laws - our own local laws.

First. According to Natural Law, slavery must be authorized of authorities at all by a state of necessity, i.e. War, by contract or by what. No, makes a negative kind of this right.

1. By capacity. It has been vaid, a master has a right to kill his slave and therefore it encloses him. But by law &c. no nation, as perpsecution by the authority and as is suggested by a variety of it. Mod. Civilized world, no right to kill don't exist, ni in case of necessity, in self defense,
II. By Contract. This can't be a foundation of True
Slavery, as it implies an absolute right over life, liberty,
and liberty of a Slave.

A man has no right to dispose of his own life
Ego he can enter no such right on another.

So he can't make an absolute sale of his liberty, to go to
enjoy an obligation to obey unlawful commands, and during his
Servitude, and as after such a contract, he can have no right
of Worship, that can be the consideration for such a title, he
said his free. Therefore a contract don't bind in principle
of a law.

But a contract to those another is good, ye is nothing but a
sale of one's labour.

III. By Birth. The subject of slavery from birth, created
in of ye Fugitive slave laws, and enjoy foundation of
claim fails.

Second. The Law don't recognize any color of, absolute
slavery, nor can a local laws of any country be enforced in
Eng. in favour of slavery.

In such. Is protected in all rights of Personal Liberty, Personal
Security, and Personal Property. S. 429. 566. P. 1

6th. There were in England, under a feudal system, what were
called villeins, but they were not absolute slavery
The lord could not enslave a villein. This species of
Slavery arose from a feudal tenure of tillage.
But there are no feudal relations in England now—

Cr & Cennue in England was virtually abolished by

St 12. Ch. 24 and at that time, it is said, yet there were but 2. million in England—

2. Bk. 36. Litt. 8.

Indeed, character was hardly known in England in the reign of Eliz. 3. Hum. 307.

Third. By our local law, a qualified slavery, embraceing

is legalized. We have no to authorize, authorizing & holding

of slaves, but we have to countenance, authorize existence of

slavery and making provision exclusively for slaves.

As it is irregular conduct of slaves, providing particular punishments for crimes committed by them, obliging slaves to maintain emancipated slaves, providing a mode of emancipation, to reconcile to Master.

But acquiescence of our Legislature in such practice of holding slaves, furnishes also a strong argument in support of the opinion.

Besides it is lawful, it has been decided that if there are

women of slavery is legalized here, and if billion is subject

& Indentures Servants.

2. Root 364. 67.

And it has been decided by & uncle, it is a master can't

maintain forer, for a Tenant, for it has also been determined

et a slave may be sold or taken in execution — 2. Ed Ray, 1254.

3 Feb. 505. 2. Law. 201.

Salik 503.

Salik 503.

The reason of it, in other cases, is, as a slave is not a subject

in not an absolute master can exist, any more than in a

child or apprentice, unless by reason or body, or if there is

not a Master's property, the services are, then, it

follows, yet an action for taking away a slave, must

be the same as for taking away a servant, & in the Post

Salik 503.
But absolute slavery never existed in Conn.  
For y Master has clearly never had any power over y 
Slave's life.  And it has been settled y a Slave may 
hold property and sue for it by his next Friend.  
He may sue his master.

It has also been decided by y Suprem. Ct.  & y Marriage of y 
Slave with Consent of y Master, is an emancipation.  Because 
the slave contracts without y Master's consent, a relation thought 
to be inconsistent with a State of slavery.

3 BBQ 547.
3 BBQ 546.
240 86.

Upon y same principle if, Menos are emancipated—see 
y last part of Parent and Oed.  I doubt—can ye not be borne one 
Law.  Or was a rule of y C Law, yt a Female billain 
or male wasn't emancipated by marrying another—
"See Supra."

A wife however is not emancipated by marrying a billain.  
But perhaps no consent of y Lord is sufficient—
Liti 51. 87.
2 BBQ 554.

On y other hand a wife is emancipated during duration of 
the marriage a free man; and person of the manner her husband—
Liti 23. 2. 1. 136 B. f. 137. & 138. 314

Can an illegitimate child be a Slave by Birth?  In y Law 
now, he may be competent to sue or be sued.  In y Eng. Law 
of Slavery, as condition of y child follows yt of a father.  But 
but a legitimate child born after y Slave as bilain, is a 
Slave.  

In Conn., according to humane usage, y Civil Law has 
prevailed, and though C is it stated.

The owner of y Mother is y owner of y child in our 
Country.  Slavery now is almost abolished in Conn.
Indictation of slaves is restrained. 5 1st cent. c. 25-6. Sale
children born of slaves after March 1, 1734. 6 3rd cent. Aug. 1739.
were free at a age of 25. Those born after Aug. 1737. were free at 21.

Imposition is now forbid by 6 1st cent. as it formerly was by a law of all the several states.

It has been agreed generally, yet offenders may be judicially condemned to slavery for crimes as confinement to
labour in N. Gate and other penitentiary houses. This is a qualified legal slavery a slavery to the public.

II. Apprentices.

These are so called from apprentice (to learn) being gen
bound for a term of year to serve their master. They
may receive instruction.

Promised bound to a blessed of some mechanical art, but
sometime it is known by other as Surgeon, Surgeon, Barber.
They must be bound by deed. A part contract of
apprenticeship is not binding. 7 11th of 85. 9. 3d of 182. Ed. Ray 110.
1. May 189. 2. May 94. 492. 3 1 Feb 98.
A trust by y C Law as only by to 5 of Eliz. C. q. 7. 208.
By y Com Law. it might have been by part.

Nor can a defective contract of apprenticeship be continued
into a hiring of another kind. As from 1813 to 1960. 8 1779. 9. (Bayard and Rigde). Sub C. of Commt. 1809. We have
no such as 1 as of Eliz, but our C. have adopted
some rule and y contract must be by deed.
So has also been said, yt y relation of master and
apprentice can't be created, ni y latter is由此
retained ni y deed by y name of apprentices.

3 Bac 4 65. 4 Burn 37.
But ye is denity to be Law. 3 10th 39. 1. East 533. 4 but.
it is a safer way to inure a youth. "Apprentice"
When servants may be retained by Master.
3 Deo 546.

10. In Eng. or children of poor passing, (parishers & others) may be apprenticed out by y overseer with y consent
of Two Justices till full age, This is by virtue of Secured
Stat. 1. &c. 424. and those to whom they are
offered are compelled to take ym.—
1. &c. 426.

In Court also, it is provided, ye children of Parish,
during idly, may during that time become children during idly,
Families or want. (any children grown, unmindful, and
unmindful may be turned out as apprentice—
by y Select man, with y advice of y next adjacent or Justice

All servants, or apprentices, are entitled to wages, for their
services. The wages or Shenks, (and in Court of all other
also) are settled by contract. Those of servants in HUDSON
by the sheriff of HUDSON in Eng.—
1. &c. 428.

Apprentices are regularly entitled to no wages 12. Also
makes no contract for any part of ym. They may have
wages by salve. contract 8 &c. 373. 8. I suppose, that
wages and customary and apprentices are gen. supported
with food &c. but not with Medicine.

By 1 &c. 5. of ELIZ., to enfranchise ye. Masters may bend
themselves to benefit of apprenticeship. But as y privilege
of Enfranche, is not absolutely taken away by 1 &c. 12.
not expressly enacted, y. &c. Infant shall be liable on
on y Covenant, it has been uniformly held, ye an
Infant, can be liable on y Covenant, and yet y only effect
of y Covenant, y while y relation actually continues,
under y contract, y Parties, respectively enjoy y right
and meet y duties resulting from y relation: & y
By minor serve a full time, he shall be free of his trade. Free to use his trade, but ye in England 8 Th. 716. 8. m. 11 Dug. 501. 177. 518. 1. B. 426. Coo. Eliz 17 2. 418. We have no such Stat in England.

But if his father or Guardian join in Indenture, he is bound by his contract and ye is a common master. If his Guardian, how can he be bound.

He is liable for non-performance of what is to be performed by his apprentice. Dug. 500. 178. B. 426. Coo. Eliz 17 2. 418. 8. mod. 190. 190. 2. Mod. 228. If y prayer of Indenture is in Common Law, y Guardian and bound by y covenant, yet y apprentice will faithfully serve, and not absent himself.

In Parish Indentures (or town Indentures here) y Parish officers don’t consent, as they act for y Public, y they required to subject themselves to any Personal liability. 1. Buse 25. 30. Dug 501. 518. 1. Buse 426.

Misuser is a good cause for apprentice leaving his master. Misuser is any abuse. 1. W. 873. 1. Buse 426.

13. An apprentice can’t be discharged otherwise than by deed, it is said. 3. Buse 346. 1. B. 57. 117. C. 63. 3. Mod. 182. The obligation must be dissolved. "Ex legum non quia temporis" The amount of y debt appears to be merely ye be a minor by an agreement not executed, or it to be by deed, not of cause by a verbal licence revoked. But he may be discharged by Misuser.

But yt y relation may be dissolved by mutual consent. See 8. Th. 103. 10.

This must suppose an actual abandonment of y relation, in pursuance of y contract. For as an agreement not executed, it don’t discharge y Indenture. (Supra)
B. S. C. C. Cancelling or delivering up the Indenture, must however discharge the apprentice. For ye deed no longer exists. 582. 57.

And our false is holden, as trower having to lose a portion of his soul contract, must not maintain an action by an apprentice's father. The Master cannot and cannot discharge, and the apprentice's action on making a covenant with an apprentice. 582. 57.

Page 133. 5. To 126.

1. 582. 57. 5. To 126.

14. Cancelling or delivering up Indenture, either also discharge an apprentice — For ye deed no longer passes as a deed.

582. 57. 5. To 126.

Bankruptcy of a Master has been said to discharge an apprentice, but out of itself, I do not discharge. Only in bankruptcy, it could discharge, in such a case. 57.

Bankruptcy by a King's court, 1st. In solvency here.

582. 57. 5. To 126.

582. 57. 5. To 126.

Bankruptcy in England, 1st. In solvency here. 582. 57. 5. To 126. 582. 57. 5. To 126.

Bankruptcy may be discharged in Court by County Court or for "default" in master. 582. 57. 5. To 126. 582. 57. 5. To 126.

An apprentice may be discharged in Court by County Court for "default" in master. 582. 57. 5. To 126. 582. 57. 5. To 126.

Bankruptcy by a King's court, 1st. In solvency here. 582. 57. 5. To 126.

The same thing is done in England, by a deed of bankruptcy, and in some cases, by the treasurers or by one to discharge his discharge for default of master or apprentice. 582. 57. 5. To 126.

Bankruptcy of a Master has been said to discharge an apprentice, but out of itself, I do not discharge. Only in bankruptcy, it could discharge, in such a case. 57.

582. 57. 5. To 126. 582. 57. 5. To 126.

582. 57. 5. To 126.
A Master cannot at his Law assign his apprentice's contract being fraudulent. His rights are founded on a personal trust, not transferable. Secured by custom of London. The assignee, to like in regard to a master is against

1. 1 Abs. 250. 12. Mod. 358. 1 Cott. 134.

3. Viz. 39. 43. 68.

If on submission to arbitration, there shall be an award of apprentices shall be assigned, if so, if it is good by custom or consent of apprentices (26), etc. (see by your custom of London.) This assignment is only a assign of a chose in action.

But, by the Law, y. assign of an apprentice, don't pass y. Master's rights or interest in him; it is good as a covenant, or agreement to bind y. assignee. To bind y. words are only "grant and assign" if it is words of grant merely, no express covenant. Y. apprentice serves under assignment, he can have a sett by it in any. But he is not compellable to serve, nor can y. assignee maintain any action on y. original indenture. 1. 1 Abs. 250. 12. Mod. 358. 4. 1 Abs. 250. 12. Mod. 358. If y. apprentice agree to serve him, and then leave him, 2. 136. 36. 3. 136. 36.

Y. he don't serve, then y. assignee, y. Master is liable on contract broken to assignee. 4. 1 Abs. 250. 12. Mod. 358. 4. 1 Abs. 250. 12. Mod. 358. 4.

Y. Master can't assign his right in y. apprentice, as he is bound to keep him under his own care. It may not send him abroad even for improvement, ni by agreement any nature of agreement in business requires it. 2. 136. 36. Do. 4. 1 Abs. 250. 12. Mod. 358. 4.

The Executor of y. Master can't hold y. apprentice. The master's right must transferable. The contract to serve and to teach, being fiduciary. 2. 136. 36. Talk 68. 3. 136. 36.

Ed. 45. 45.
But it has been held, st. v. Executor is liable on v. (Covenant, when v. Covenant to bear is absolute) it is bound to procure time instruction. This has been done and I think pretty. 1. In 171 C.C. 1, Pet. 215. Cont. 2 So. 126. Dalh. 168. Nat. Post. 295.

An (Executor) executor is bound by v. Contract, to furnish bond, etc. the Sec. 7. v. & v. (addventure during v. Term) has been a question. 2. A v. on current of authority, he is liable when v. covenant is absolute in bond. etc. 3. v. during v. Term. 3 Dalh. 41. 1 T.R. 257. 1 Bl. 13. 3. Pet. 215. 4. So Hcenteriz. 105. y. 30.

Suppose v. Executor not named in v. Covenant. I conceive v. will make no difference, he is bound if at all.

The question depends when v. structure and terms of v. Master covenant.

These authorities, it has been said by some, are hardly agreeable to principle. For as v. necessary are to be furnished generally in consideration of Service, and as v. Executor has no right to v. Service, he ought not perhaps v. | Justice, etc. He is bound for v. necessary. But v. Master, covenant unconditionally, to furnish v. v. for a fixed term. How can such liability be created without enjoining v. (Contract). It is like a contract to pay rent for a Term, and v. building leased is burnt during v. term, in v. case, v. must pay v. rent unconditionally — unquestionably.

The Premises is given, v. lease as all agree, ought to provide maintenance or repair a reasonable part of a defective part of v. Premise.

In Eng. v. has in some cases, has ordered a part to be restored, as v. Master die soon after of whom rents commenced. v. has even desired a large indemnity to be restored, where
where a smaller sum had been agreed upon between the parties. This is going very far!!! The master's death had been unanticipated & provided for. 1st Item. 150/- 2nd Item. 120/-

So a master, in turning away an apprentice, has been decreed in Ch. 3 to refund a part—2. Item 64. The father is a creditor for a part of y amount & Premises—

2. Item 64. Item 64. 3 Item 520.

So on a master becoming a bankrupt & abandoning his profession—

And when justices in Ch. discharge an apprentice, they may order the master to refund a part of y premises—

The note promissory authorized by y Ch. law or any 1st. Item 426. 3 Item 526. 1. Item 426. 11. Item 11.

1. Item 526. 3 Item 526. 4 Item 439

Whatever an apprentice earns by his labour, during y apprenticeship, belongs to y master & all his services which are y master's—12. Item 416. 6 Item 510. 3 Item 582. 2 Item 6 Item 73. 73. 73.

An apprentice's debts "de facto" will put y claimant—

Talk 68. 6 Item 68. As when y contract of apprenticeship is void or not by deed—but both parties treat it as lawful.

10. Property of any kind, thus earned by y apprentice, may be 10-

reserved by y master as his own in any further action on the—

as y apprentice rank at different times for y breach it owes in y master. And so, the labour is done without y master's consent, and not in y time of y master's—

occasions—

Talk 68. 2 Item 68. 12. Item 416. 6 Item 93. 3 Item 563. 3 Item 582.

The last rule (similarly) don't hold in case of other servants—

in Pluribus In y case of other servants, y master can recoup y servant's wages, but proper remedy is by an action on y contract—survives if y employer knows of the former. Recovery by an action is y servant himself for breach of contract—

C. Item 63. 6 Item 63.

10. Apprentices and Places—12. Item 52. 3 Item 55.
In apprentices, as any other servant is entered from his master’s service, an action lies as it does in
1. A case in which the servant's service is ended, 2. An action for repayment of wages, and 3. A
5. A case in which the servant's service is ended, 6. An action for repayment of wages.

For taking away of a servant, the remedy is to sue for breach of contract. The remedy, in case of
1. Breach of contract, is to sue for breach of contract. The remedy, in case of
2. Breach of contract, is to sue for breach of contract. The remedy, in case of
3. Breach of contract, is to sue for breach of contract. The remedy, in case of
4. Breach of contract, is to sue for breach of contract. The remedy, in case of

But in cases of breach of contract, the remedy is to sue for breach of contract. The remedy, in case of
1. Breach of contract, is to sue for breach of contract. The remedy, in case of
2. Breach of contract, is to sue for breach of contract. The remedy, in case of
3. Breach of contract, is to sue for breach of contract. The remedy, in case of
4. Breach of contract, is to sue for breach of contract. The remedy, in case of

In England, apprentices gain their living in a Parish, and if they were a last 40 days by the

In Canada, being under age, they gain none. For an apprentice does not maintain himself (as our law requires to gain a residence by contract) for he can't emancipate himself.

By our law, apprentices and other minor servants, not employed in a Parish, are liable at Full age, for all damage done. This is considered a contract binding.

3. Minors’ Servants

These are servants employed intra domini, domestici.

If the term of service is to be fixed by contract, it is
1. Breach of contract, to be for a year upon a justifiable
2. Breach of contract, to be for a year upon a justifiable
3. Breach of contract, to be for a year upon a justifiable

No such rule in Canada.
In Eng. by St 5. Eliz, a servant in certain cases can't leave his Master nor can Master dismiss their Servants, unless before or at the end of a Term, unless a六 months notice, nor allowed by a Justice.

So much is no Count.
But a Servant may be turned away for contravening any Moral Principles 1. Ex. 425. Ch. 6.

V. Daylabourers

Daylabourers

There are no general Rules applicable exclusively to these except in Eng by St 5. Eliz. and 6. Jas 1. 2. 31. 426. 67.

They may be retained for any device. We have no Similar

These too provide, yet all persons having no visible effect may be compelled to labour. The Justices at ye Sessions are to settle their wages. Penalties are inflicted on them who give or exact more, even a certain sum.

In Count We have no heat of ye kind.

V. Agreed.

As Trustees, Brothers, Servants, Bailiffs. This master, ally, etc. These are Servants in relation to each act only as affect ye person of their Employer 1. Ex. 427. Amb. 232. 297. 2. Med. 464.

As is y classes, Persons falling under ye denomination see ante 1.

The principal has not ye same general control over them as a master has over a Common Servants. They may submit to his domestic government like other Servants. But they are bound by law to do for ye according to their contracts.
As to ye Right and duties of ye kind of Factor, & their employers, it's difficult to lay down Gen Rules.

A factor is a commercial agent of a foreign country.

Every factor, broker, &c. might strictly, to pursue his commission (or instructing) for his own safety, as he and then regularly liable for casual losses, &c. as he is.

Deeds 469. Com D. Title. Merit. 23 & 2.

A factor may retain goods of his Principal in his hands, to satisfy a General Balance or account in his favour. (Not as to goods specially deposited with him for a particular purpose.) This lien, and confirmed to goods, not he may then hold, but extends only as he may hold. But by giving up possession, the Principal may lose for a lien being founded on possession is thus abandoned. * smell 254 - 2 156

* Because he is Factor only to goods, not he is to merchandise.

He has same lien upon a Policy of Insurance affecting his goods of his Principal. 1 Bun 444.

But has same lien on his person of y goods in y hands of any person to whom he has sold ym. and may compel bender to pay him. 2 Rep 26. 25.

Marsh. In 121.

They don't become a Pledge till actual delivery, possession being essential to a lien. (Boulnoit 57)
The rules relating to a Factor's lien, are part of a
Law Merchant, and are derived from it. Law- Comm. 3, Mercht.
Rec. 120. 160.

A Carpenter has no lien when a house, or he may
have built. So.

If a Factor gives more in wages than for his sumitted
wages, the principal may rescind the contract. If he
buys at his own price, he himself must bear the loss. 1. Comm.
Rec. 180. 2. Mod. 180. If he produces more
he himself must retain a surplus if there is no ground
of disclaimer.

In this goods are redeemable. 2. Mod. 180. Contra 1 Comm.

So if he sells or credits, he authorizes it in his
commission. 1. 120. 2. Mod. 100.

There is no sale, but still lawful in England, by
wager at a place of consignment. Comm. 60, 120. 6. Comm.
He may sell on credit, but must advance y. 3. 50, 100.
Sale. 1, 120. 2, 50. 50. 50. 100. 120.

A Factor has no right to pawn goods of his Principal
as his own, for his own debt, and if he does, a Principal
may have forces as Demurrer (on tendering to y Factor
balance due to him, without any tender to y Demurrer) The 1. 2. 50.
Factor's lien being a personal right, not can he be trans-
ferred. 1. 120. 2. 50. 50. 50. 100. 120. 50.

And it seems now settled, yet no tender at all is
necessary. 1. 120. 2. 50. For y paying is oblige. 1. 120.

Here, might he not know y. For his Principal? I
see no reason. Why he may not.
But if a Factor delivers goods over as his Principal, to secure a debt of his own, within a part of his Land, with notice of his being a creditor (as Factor, Vane, etc.) may avail himself of his lien, it seems, (Case 3) in such case a dangerous and tortious - and y proceeded for y Factor. There is strictly no transfer of y lien attempted. There is no risk or danger incurred in y part of y Principal. An y Factor is answerable for y acts of his Servant.

But he may sell a Principal’s goods, in merchandizing, consents in buying and selling, I may in his own name, sue for goods for peace - Saidmt 111. 1. 6. 2. 380.

But if 1. 180. 2. 97. 3. 12. 262. 2. 97. 235.

For he has an beneficial interest in a Commission and sales in his own name.

But the broker and being brokers may sue in their own name.

In 1. 403. 2. 19. 3. 10. 2. 4. 75.

The debtors for freight - For y same reason.

And C. In all these cases, the principal might sue -

2. 180. 1. 5. 3. 61. 1. 7. 2. 320. 3. 260. 4. 2. 235.

But y reason why y Factor may sue in his own name, is, yt he sells in his own name. He, P. Is an auctioneer whose.P. is a broker, may sue for goods sold by him, as auctioneer in his own name, and even the they were known to belong to another. He, and as a Factor, contracts in his own name, and has a Commission.

But if y Factor’s principal, not being indebted to y Factor, gives notice to y Purchaser, to pay to himself, not to y Factor, y Factor, y Purchaser, not justified in paying to y Factor -

2. 180. 3. 17. 2. 234.
In each of the preceding cases, however, y action may lie & y
principal Principal. 7 T.R 399, 60. n. c.

And the Act of setting up goods for sale at auction, con-...contract with y bidders, & y highest bidder shall have ym.

But he is bound by instructions, to set up goods in y first instance at a particular price — nor more or less. — 2 B. & C. 335.

An Attorney also has a lien on y masters and to all of their clients for his fees, and may direct y adverse part to pay y costs. & not to his client. But y right is subject to y equitable claims of y adverse part upon y client. 4 H. 50. 77. 1 B. R. 26 & 5 H. 12. 63. 3 Cal. 985.

For y Attorney can't have a higher right as executor of debt, in y debt than in his client.

The rule don't hold of Counsel fees, nor as to Counselors, only to Costs of Attorney.

An Attorney who executes an instance for his Principal, shall do it in y name of y Principal. 3 H. 4. 1 B. & C. 11.
27. An agent can't bind his principal by deed, might as an authority for that purpose by deed. Temple—
2. B. & C. 5. Th. 26. 26. 1. Ex. 34. 3. 1. 5.
For no one can be bound by any act of his own less solemn in deed, he can't by any means, less solemn, subject himself to an Estoppel by his act of another.

Publick Agents. An agent for a Publick, contracting as such, ant personally liable for his contract—Port 42. 42. Mr. Justice Case—
29. The remedy of a lesser party is an application to the Governor.
The principle is the same as in Private Agents—
When he makes a written contract, it is to appear on it, so he is acting as Publick Agent.

Altso no action can be brought vs Governor, as Justice in fact, there can action be brought vs government, & c.

Rules applying to Masters and Servants Generally:
When the Master is bound and can take advantage of the acts of his servant.
General Principle: Those acts of a servant, which are done by the Master, commands executed or implied, are in legal contemplation acts of the Master, & regularly all acts done by a Master, servant, in his performance of business, which he is employed by the Master, are deemed to be done by the Master's command—"Qui facit per alium, facit per Se." 1. B. 328. 328. 36. 448.

30. Whatever a Servant, acts done by his express command
Of a tenant is cheated of his master’s property or goods, his master may recover it back by action in assumpsit.

1. Rolle 38, 603, 2. 782. 783.

If a tenant is robbed of his master’s goods, in his absence, by another, either master or tenant may have action by hundreds in Ang. “Bailment.”

1. Co. 118; 3 1609, 256. 2. 2612. 3. 1627. 52.

The master may sue because y goods are his.

The tenant may sue by reason of his own liability to y master. There are two reasons. In the 1st, nulla invenienda, in case of robbery. Post 57.

The real reason is, y goods are considered as y tenant is all devoted mi y master. Bailment 106, 10, 12. I.e. an action he owes as the y goods were his own. 1. 2. 572. 3. 1809. 4. 618. Policy may require it as the master at a distance. And a recovery by either basis y other’s action, and y commencement if an action by one, basing y other from fornicating—Lath. 127.

Where y tenant sued he declares on a profession as of his own, as of his own goods for they are his as all, mi y master.

1. 259. 2. 618.
32. If your servant is robbed in presence of your master, of your master's goods, your master only can sue.

For in such case, your taking is deemed to be from your person of your master, 34 Bac. 168. Public Density 63. in besides there is no necessity of allowing your servant to prosecute on a ground of Col. 145.

The master's money is gained from your servant by illegal contract, your master may recover it back. Cases of your servant squanders it, there being no fraud in your other party, and no illegal contract. As if he embezzled it by paying it for his own use, to a bona fide Receiver, 8 Bac. 383.

The other party recovering it, being guilty of no fraud, or crime, your servant only is in fault. 34 Bac. 74, 146.

33. If an innkeeper's servant robs your guests, your master is bound to make restitution, see Inns and Houses.

1 Co. 480. 2 Rolle 2. 8 Co. 38. Dyce 266.

If of your servant of an inn sells bad wine, so as to injure your health of your guests, your master is liable to an action.

But your servant not guilty and liable, and he knew your wine to be hurtful, he acts as servant merely. See Quere. for your act is unlawful and willful in your servant, and this a general rule, yet where a person has no right to do a given act, whoever does it at his command is a wrongdoer, in as well as your person commanding.

If your servant does an unlawful act at your command of your master, he me liable.

For your servant is bound only such commands as are honest and lawful. 1 Rol 480. 10 H. 328.

Wili. 38 36.
But if a servant in obedience to his master's command becomes instrumental to a wrong, yet he himself is ignorant, he is liable, for he is but an involuntary instrument. As Master looks one in a room any given day to y Servant, y latter being ignorant of fact amount liable. 3 Bac. 566.

But yt rule can only apply to such acts as are in themselves harmless, or no cause just sufficient. So cannot hold in general, if a act is in itself unlawful or it constitute a forcible injury. For in y latter case, y law don't regard y Intent, noten a Civil remedy is sought. 2 Bk. 892, "Ut Inte"

action of Treasure for battery, and in y former y person committing y act, is liable. Besides, for all its consequences. As a Servant falls a tree by Master command, he is still liable for y damage, he has a remedy agst y Master.

The act of y Servant done on Master command collides a mistake and regulary considered as a act of y Master. As when y Servant acts without y Master direction and not at discharge of y authority or business, with wh he was generally or specially instructed by y Master. The Master not liable for injury thus committed on third person, or upon contract made.

A Servant leaves his work in fields and commits a battery, y Master makes a contract for y Master wh he had no authority to make. 1 T alk 182. 52 Bk. 533.

1 BC 434.

is by effect of a subsequent consent by y Master. Post 45.

Upon y serveables it has lately been decided, yt if a Servant while performing his Master's business, commits a wrongfull injury to another, y master not liable. As among Master damages willfully to another. Post 186,
for ye act in performance of command of master, being
eye no command implied. 1 East 106. 1 Act R 472.
3 K. 182. 2. 3o. 180. 1 Baal. 522. 2 East 441. East 100. 1. Welch,
369. This is same thing as if servant had wantonly
broken another’s carriage, by casting a stone on it,
by act of a child.

But implies act delusive. The thing is impossible
clear, upon a principle post, where servant left
in hand.

36. But if a servant in performance of his master’s
business, commits the negligence in want of skill, an
age injurious to a third person, master is liable.
He must at his peril employ careful and skilful
servants. But he avails an Innuence to their unlawful
passions, or those of those of their acts foreign to his
business. In that case, I act is his, in which the
master, if servant drives negligently or another’s carriage
master is liable, and he did not in fact command.

37. A master, servant does negligently in another’s 
act, and
barged a bite of mine and a master was held liable,
so where he drove by neglect one a boy. Saff 551.

2 East 653. So if a surgeon apprentices injury a wound. This negligence
in want of skill, a master is liable. * Post 40. 52. 3. 1. Bore 430.
* Master is also liable in this case in Treadoply.
Post 32.
modern decisions on ye subject, is as follows—

I. 1794. c. 3 R. 35. Case was told to ye master, for ye servant, wilfull driving his carriage to ill. Repley, ye case would not lie, because trespass is by his action but the deed was per se done by Master's order.

III. 1795. 2. R. R. 442. Trespass on Master for servant negligently driving his carriage vs. tilp. Held ye case was by master's action—see 1 R. 446. "Trespass on ye case. 5. 6.

III. 1800. 1. last 116. Trespass on Master for servant wilfully driving his carriage vs. tilp carriage—held, ye no action and lie to Master—1. R. 479.

These are y established rules—

These decisions, however are all correct. In a first and Third cases, no action was lie to y Master—5. 4. Tilp did not in fact recover. The reason given was first, yt trespass was a proper action, was wrong—

In a second, both y decisions and y reason assigned for it, are correct. For without doubt, when y master is liable, for even a serous injury committed by y servant, with y master's actual direction, "equally" 5. y proper action—for y master is liable on a cause of negligence. This is, when action is y servant or ye case, is trespass—See Trespass on y Case 5.

Yet however is liable to Trespass for a serous wrong to his Deputy—Post 41. For he and his deputy, in law "constituents but one person," and y return of service is always in his name; as every special act by either there is—
A servant employed in his master's business and the servant, who by his negligence or performing it, injures a stranger, the master is liable as in case of last servant.

But, To render y master liable, yt must happen extreem._
To if y injury were done by one employed by y last Tenant—
y master is liable.

46. But in y last case, y action lies only as y immediate Agent of y master. The intermediate Tenant en title,
for he dont commit an injury—nor is he y master of hmi who does 6 T R 411.

In general (as already stated ante 35) y master ant liable for y wilful Farts of his Tenant—Post 53:47. ante.

But it is otherwise, Lucrative, when y wilful wrong amount to a violation of y contract between y Master.
By y most injured—As a Tenant to a b Smith wilfully
comes a horse in showing him—A sailor's Tenant
wilfully spoils a garment in y making ye. For in
these cases, there is an implied promise, by y master,
yt all necessary while, care and fidelity shall be used
in performing y work—1 Hen B C 3 Bc. 158: 20 165. 6. Id
Reg 310 Jones on bailment 143. 4.

I dont however consider ys an exception to y Rule, that
"a master ant liable for y wilful Farts of y Tenant—(in
y these cases, y master ant liable for y Farts as such,
but only a breach of y implied contract.

The master in each a case is liable on his contract,
but he cannot, I conceive, even in cases of y kind be charged in Trespass, ante 35. If s., he ant liable
on Tenant, wilful Farts, considered as Farts, but for
a breach of his own contract, Suppose abandoning
y Contract, owner brings Trespass in common form.
he can't recover, I trust, so if he bring Case *ex delicto* not alleging y contract.

A Sheriff is liable auditor for y Suits and defaults of his under-sheriff, in y execution of their office as neglecting to execute legal process, to by arresting A by mistake under a warrant or B.

In y last case Westpall lies vs Sheriff, for he and all his officers promise but one officer in law.

And for more neglect of duty, y Sheriff is only liable at O law. The under-sheriff anti liable 1E, to y party aggrieved. For in such cases, y action is blio for a breach of official duty only. Y in another Sheriff, not being a known public officer, anti liable in his official character, and don't act in his own name.

For private Suits, y judge, Sheriff is liable, as indemnifying to an execution for voluntary Excess, for arresting a wrong person.

In these cases, his sued not as an officer, but as wronged one.

The Sheriff is also liable for every wilful Suits of his Sheriff, if they include breach of official duty, in executing an execution for a voluntary Excess.

In Count, in all y above cases, both are liable, to y Sheriff here is a known public officer and acts in his own name.

A Postmaster anti liable for y defect of his Inordinate Press. He is himself, a public officer anti 2. Half Godfrey, resp vs Case. Grandmt 5.6, and as such liable for an injurious selection of Tenant, only to y Public. Com. St. 766. La Rey 546. Court 467. Comp. 107.
But a servant is liable for his own acts and defaults to a duty of his master for his.

3 H. 4, 443. Cow. 168. 2 Bl. C. 196. 2 Bl. Fig. 573.

In such cases, he is liable as any other individual would be for his own acts, but the master, and Inhabited aparts will be so liable for money illegally received to his own use. Post 45. Comb. 180.2.

The master is bound for contracts made by him, by his servant, whenever he makes a contract acts within the scope of an authority delegated to him by his master. Ante 39. 3b. Id. Reg. 244. 3d Th. 122. The authority may be general or special. Comb. 180.4, and it is implied. 1 B. 43. 10. Mod. 398.

A General authority is implied in any individual contract, but extends to all contracts generally or to all of a certain kind.

A Special authority is implied in one or more individual specific transactions. 1. B. 436. As if he authorized his servant to purchase necessaries for his family.

A Special authority may be implied in a master's usual or frequent practice—1. B. 436. As if he usually permitted his servant to purchase necessaries on credit.

A Special authority may also be implied as if master stands by and hears his servant contract for him. 1. Raw. 131. 1. B. 436. 1. Raw. 31.2.

If a master has made it a practice to send his servant for necessaries, for money, he has permitted his servant to trade for him in no other way, he cannot liable for
what y Servant may buy upon Trust. There is then no mischief in order to y Servant to trust y Servant and no implied authority to y Servant to purchase on Trust.

Contracts 16 and 14, 1 Talk 234, 1 Shaw 35.

Secur'd y Master has usuall[y] and frequently permitted him (y Servant) to trade on Trust. First he has given y Servant credit with y seller, or as y call might be with y public.

1. Bk. 430.

And if y Master has once paid for what y Servant has bought for him in credit, or in that expressing his disapprobation, he will be answerable for y subsequent purchases made by y same Servant, from y same Tradesman, or vender, like he gives y Tradesman an order to y contrary, yy payment will be answerable to a direction to trust y Servant in future.

1 Bk 430. Ch 2.

And if a servant with any prior authority, general or especial, 46, buys for his master goods, not come to y master's use, he is liable, for he is bound by his agent subsequent, ante 35.

Comb 430. 3 A 26 625. 1Bk. 430. Ch 26. Suppoose in y last case, y Master had sent y servant with money and go y seller had keipt it, I bet on Trust. There being no prior authority in y Servant to trade on Trust, y Master being ignorant of y purchase was made in 1. Bk. Credit, nd y Master be liable, quid y goods had come to his use? Doubtful—

1st. Rag. 224. 3 Talk 234.

2. A 14. 3 A 26 24. 3 Bk 760. 10. Mod. 16. 3 A 26 625.

There is no agent implied subsequent in y case, 3 w 6, y Master. I conclude, cannot be liable, for there is no immonary authority. In y 2 case, y vender, unless y Servant at her peril.

But if y credit is obtained by y Master's authority, and y Servant embezelle y money given him to pay y debt, y master must bear y los. 5 Bk 760. 1. Bk. Con 221. Rag. 224.
For in ye case, 
y master is indebted on a contract
made by his authority and ye vendor is no party to
act of embezlement. The master, therefore, will be
not ye embezlement.

But the master has permitted his tenant 1st to
for him, on trust, he may discharge himself in justice,
by forbidding ye tradesman to trust ye tenant again,
on his account, but not by orders known to himself.

A tenant may: 2ndly, for a time, by a brief dis-
solution of ye relation; and all cases of ye kind, ye prohibition
or dissolution shall be as public, as ye credit before given
by ye master to ye tenant. 3 Y R. 750. 61. 10. Mod. 129.


And if a tenant in selling: 3rdly, if he is authorized
to sell by ye Master, make a warranty, ye Master is bound
by it, nol y authority was expressly restrained.

10 Mod. 109.

And even when ye tenant acts within y course of general
authority; even an express restriction not made public,
and not known to ye Purchaser, will not exonerate
ye Master. So, sale by a tenant at a Sheriff Sale
of a horse, with warranty, when a general authority and
credit are given to ye tenant. Cases of ye tenant were
only express agent: there must be no general credit
given him, with ye Public, and therefore to rely on
warranty and be ye folly of ye Purchaser.

The above distinction between a general authority's effect
and a special one, applies in general to contracts
made by tenants.

3 Y R. 750. 62.

Hear.

Idea here as to y case of Southern v. Horse 46. 10. 6. Pope 39, 350—3 Bae. 550—2 Pec. R.
517. 26. 143. (3 Bae)

46. 10. 6. 623. 32. 2. Pec. 3:
For ye tenant, want expecially restrained from
warrant, the party concealed y defects, wh is in law, is a breach of warranty. 2. Rule 67. 2. Eq. Br. 629.32.

There, as it y fraudulent sale of an unsound horse by y servant at a false y master, not having directed him to sell it any particular individual. In such case, it has been held, yt no action lies as y master.

1 Rule 35. Poth. 143. 3 Bac. 560. 2 Ga. 590.

It seems however agreed, yt if y master directed y servant to sell to a and y sale must to be him, y master not be liable. The books cited in y text.
How can ye many y sale? Whether he directs y servant to cheat a or any one whom he may meet.

According to y general rule, awd 1/1 of a merchant's clerk sells goods in his master, and warrants them to be sound, y master is bound by y warranty. So in other similar cases.


The servant not regular liable, on y contract which he makes for his master. But he may subject himself personally, even in transacting y master's business, by an expressly agreeant in warranty in his person, own name.
As if he make a warranty in his own credit.

1 Rule 35. 3. Bac. 363.

And undoubtedly of y servant make in y master name a contract, wh he has no authority to make, and yt, with his master not bound, he must be personally liable.
Contracts 12.

2. Rem 12

Might he not be subjected, as y case may be, as an action of Decret or vi Prover, or any other action adopted to y case.

Or he be subjected at Law; upon y Contract, vi as upon a contract implied, by reason of variation.
their wife, child, relation or friend acting as such under a general or special authority, is his tenant, whether in actions of trespass on the case or acts of a tenant for, under or by authority.

1. 1680.

The master and hales, for advances made by servants all wages, see Sect. 25, and Sect. 599, 3. 1693. 3. 1705.

But a master may be bound by his servant's control. This rule does not hold in actions of trespass, sc. in actions of 25c. where slavery is required.

Any wages taken or given to a servant in the case of apprentices &c. On such cases, y & Master, covenant to bear each other.

As in the tenant is liable for his acts, yet in the Master.

General Rule. These acts of the servant not are not done by y master's command, or were or implied, act in law & in nature, &y acts of master—ante 34.3. For these, ergo, the tenant, & not y master, is liable.

In these cases, he don't act as Servant.

And y master one, or his, regularly, to all acts, when y acts of y servant are not in y discharge of any business or authority, withe on y master has instructed him, as in y case of willing acts of y Servant. ante 34.3.

In some cases strangers injured by y acts of y servant may have their remedy either as y servant or as Master. The general rule seems to be, y is servant in y performance. The master, business: does an injury to another, the third negligence, ignorance or want of skill &c. Servant himself as well as y master is liable for the party injured—ante 36. 1 1538. 1 1538. 3. 1705. 4. 1706. 25 dec.

Ray. 229. Ch. 2. 380. 86.
In his case, action vs y master, "case" vs servant "false".

Sence, I conceive, dy instruction as is founded on contract, ante 367. In such case y master only is liable to y party injured - he is liable on y condition expressed or inferred, for y act of y servant, being here, y act of y master, viz, the management of his business. In y execution of his contract, as 38 Smith, servant, lives a horse, in showing him - his negligence. A Taylor's servant makes a garment unskillfully. In both cases, y contract of bailment is violated - in both cases, in legal contemplation, y master. Indeed, y master only can violate, in legal "judgment" his contract. Ante 4. 40. 375. Conv. 406. 503. 685.

Salk. 603. 1. Bk. 481.

There is an exception however to last rule, for y master of a ship, (as well as y owner) is liable to y freighters for damage, caused by his negligence, in y contract of freightment. As made between y owners and freighters, and because y master, it is said, is considered an agent. But what then? Salk. 400. Capit. 38. 1. Bk. 130. 232. By 270. 6. 125. The rule, I conceive, is founded on convenience, and forms only an exception to a general rule. The owners are often unknown. Besides, ant y bill of lading always signed by y master.

And if any servant commit a willful tort, he is liable, I conceive, in all cases to y party injured; even tho' y
A public agent contracting or acting as such, is not personally liable - as it is said, ante, 27.

Upon some premise, Indubitably after, for money had he lies not as an officer of the Revenue, for an overpayent made by mistake, for the acts for a public man in exercise of his office. Apportionment must be made to Government. Cow. 69.

But an action will lie as a public officer, for money extorted or illegally received to his own use. Cow. 182. as to that he acts for himself and as a private wrongdoer.

ante 43. 30. after 6.

If an atty. knowing and being witness of a release from A to B, brings an action for it on B, he is not liable to B. The acts as a tenant and are obliged to judge over his client. This is y. act of Clients. Cap. 8. 618. Section 125.

But where a atty. for a Petitioner, enters in a suit in a Def. he was held liable to a Def. This is a misjudgment of a suit.

The tenant is liable to his master, for all misjudgment of all negligence by bad y. Master is injured. As a tenant intrusted with care of Master's cattle, suffers them for want of care, to be injured. 1. 35. 466. 3 Buc 354.
If a merchant's servant lends y master goods before a duty is due and they become forfeited in consequence of y master's delay, y servant is liable.

Section 246. 10. 16th 182. 3. Bosc. 554.

No action lies on a servant for a mere breach of y master's orders of no damage is sustained - Correction is only a remedy. So for ill manners.


But if y servant disclose or neglects to perform any of y master's lawful commands and y master sustains any damage in consequence of y servant's neglect or neglects, sustains any damage, an action lies on y servant.

To which there is a neglect of duty, lies no erediton command an action lies on y servant if y master sustains any damage in consequence thereof. In 285. neglecting their duties. Improper in y case. 26 by 12. 1. Sel 285. 2. Sel 288. 2. Pown 2000.

2. Bosc. 325.

The servant undertakes regularly, only for diligence and fidelity and not by strength or skill. He is liable therefore, generally for such loss only as is occasioned by want of diligence and fidelity.

Hence he is generally not liable for a loss of y master's goods by robbery for ordinary care and diligence cannot guard against it. 31. "Baliuto 47." 10. Mod 189. 4. Co. 56.


And in general y servant not liable for losses caused by the accident, as with ordinary diligence fidelity and a safe guard.


But y servant is liable even to y master, whenever y master has been subjected to damages or injuries done to third by y master's misconduct or culpable negligence of y servant.

2. Art 1683. 10. Mod 183.
The last rule however supposes, ye master not to have been actually a party to y more committed by ye servant, if he owes, he has no claim on ye servant. for between to wrongdoers, there is no contributio and no remedy of any kind. is master commands servant commit trespass and is subjected for it.

How Far Servants are punishable for embezzling their Master's goods. See Larceny in Criminal law.

Master's authority over Servants.

The master has a general right to chastise his servant, for any breach or neglect of duty. As for disobedience, inattention, negligence &c. 1. 15. 176. 177. 1. 126. 438. Co. Ch. 173.
2. 623. 76. 3. 70. 1. Hawkins. 11. 113. 30.
But ye rule is not universal.

60. But ye correction must be reasonable, severe, made, and justified. It may be liable to ye servant and as ye case may to ye public's approbation. The last rule however don't apply to all Servants. Those of a higher class are generally liable to correction. as Austin, Bowes, Attys. This master's 2. 76. 76. 8. 76. 100.
And it seems to me ye right of correction extant to his other servants than such as belong as tenants to his Master family. For ye right substantially is same as correcting one's children, and as I conceive, supposes ye servant to be under goo. Personal, domestici, governm't of ye Master.

61. The master undoubtedly has a right to chastise his slave for a reasonable cause. and also his apprentices, and minor menials or servants. The master may correct a slave or apprentice of any age. But if he beat any o other servant of full age, he and
Justified and y servant may be discharged by y master's authority.

In y last case y rule is y same, if y beating is by master's wife:

1. If master cannot justify a wounding by servant, he cannot justify it by virtue of his right of correction, as master, for he must chastise moderately or reasonably, if at all.

2. Then servant sue master for assault and battery and wounding, he cannot justify as master, as to assault and battery, only and she pleads not guilty as to y wounding or show some other satis cause, as necessary self defence.


The master must state in his justification, y reason 18. y contract, y place where and y business in not so these being essential matters.

The master cannot delegate his right of correction for authority to servant. If master's master sue his servant to serve, y schoolmaster may consent him for a reasonable cause, But his (y schoolmaster) authority can't strictly delegated to y master. The schoolmaster's right arises from reason of duty to himself and not to y master and is confirmed by Las. 3. Co. 76. a. 2 Mo. 15.


If y master in correcting y servant, kill him — he is guilty of excusable homicide, manslaughter or murder — state y circumstances of y case — See Homicide


As the Master remedy no Strangers for Injuries done to him in relation to his Servants.

An action lies in favour of the Master vs every one who entices away his servant. The action is laid with a "per quod".

1. Mores. 463.
2. 1 & 2 Eliz. 167
3. 1 Ed. VI. 182. No. 4. A Journeyman employed to work by the labour

1. mod. 182.

To if a servant with intent, leave his master, without licence or just cause, and is retained by another, the latter knowing or former retainer, an action for loss of service lies vs latter. Nov. 10. 106. 306. 2 Dec. 63.

3 Bac. 657

But an interdict lies not for entising merely, but a private injury.

Salt 380. 3 Deo. 81. 131. Le Roy 118.

But by a Stat of Court, a person entitling an apprentice on bound by indenture or otherwise, forfeits to his Master by way of Penalty, a sum not above 10s. per annum to his master's right to recover damages for loss of service. 2. 113. 1. 113.

But if a servant is beaten by a stranger, he alone may have an action for battery. If a loss of service is occasioned by it, the Master may also have his action; for the servant is injured in his person, and the master by the loss of his labour. Recovery by one is no bar to another action, for their rights are distinct.

9 Co 112. 10. 121. 1 Ser. 175.

1. 186. 1. 155.
or minor child to a Tenant within those Rules and an adult child may be. Per e. Child 112. 2d. when y minor of full age has not been emancipated. Hence y action for seducing one's daughter with a "Per faster" PC. Vn Child 110.

If one beat another, Tenant, to such a degree, yt he die, y Master has vi. Eng. no remedy. The Povertie there sy may be remedied in y Barbary, or under 21 Yr. or by 7. Yr. or - 9. Yr. by

If a Tenant's wound be injur'd by a Surgeon unintentionally, so yt y master lose his service, in consequence of another's treatment, an Action lies by y Master vs y Surgeon.


Suppose a Injury done by' negligence or want of skill, and y action lie for y master? For y Tenant is certainly really. Yore pass. 8. Le Page 214. 2. Rolls 560.
1. Bac 50. 8. East 548. 2. 3. 60.
In y case of Tenant enticed away or leaving his master with his license & retained by another master, knowing of y former retainers: ante 63. 4. a recovery had and full satisfaction by y Master vs y Tenant, is a a bar to y Master's action as y Stranger who enticed or retained y Tenant, for y Master cant have but one satisfaction. 1. Bac 28. 3. Bac 285.
Qure, an a recovery wthout a satisfaction is a bar in
y last case. I thin this may be considered as it fort-
Dons.

What acts the Master or Servant may
justify in each other's Defence

The master may maintain (i.e. debt and suit) a tenant
in an action of a stranger and it not maintained.
1. Rule 110. 2. REST. 429.

A servant may justify an assault in defence of his Master
in a suit of his Debt. 3. REST. 646. 1. REST. 429.

This right grows out of a relation of Master and Servant
and therefore he cannot justify an assault in defence
of his Master's son, not being to him a Servant.
3. REST. 588.

Nor in Defence of Master's goods.

If they are in a Servant's profession, I think he can
justify force.

Whether a Master can justify an assault in defence
of a Servant, is questioned, because he may have an
action for his loss of benefit. 3. REST. 588. 2. REST. 268.

It think yet to be no reason.

But Qure, it is in a gate reason, the opinions are
contradictory. The Master's interest seems to justify him-
Besides it seems to be his duty to control his Servant.

I think it right readbreak.
A servant can't avoid a deed obtained from him by duress of his master. The relation and sale intimate, Rule 88. 3 Bus 358.

But probably county may interpose in his favor as for favor or unfairness.

* He can by proof of himself.

Sin

Master and Servant

I 85 Slaves, 187. II Apprentices 141. III Menial Servant, 143. IIII Day Labourers. $ 149.

V (Agent). 149. Rules applying to Master & Servant generally. When a master is bound and takes advantage of the act of his servant. 154. Contract of Servant. when they will subject a master. 162. How far servant is liable for his act. & default to strangers & to his master. 166. Master's Authority over Servant. 170. Master remedy to Strangers for injury done to him in relation to his servant. 172. What act of master and servant may justify in defense or each other. 5 174.
Guardian and Ward

The different kinds of Guardian and their rights and duties. 177.
Settlement of Infants. 188.
Other modes of gaining Settlement. 189—
Guardsians and Harts—

The different kinds of guardians and their rights, 
and Duties

A guardian is a temporary Parent to a minor in those respects, for certain purposes, during his ward's minority. A child under a guardian is called a ward. 1 Th. 460. 1 Th. 460.

In every Guardian has a charge of Person and Estate of the ward, 1 Th. 460. 1 Th. 460. 1 Th. 460.

They are distinct offices under the law. and a person exercising

there are called Tutor and Curator—

The Law of guardianships. As I am not mistaken, there are numerous

for more reasons of law, and to prevent it to be understood by

at least eight different devices; I must because they have no power to do


This Guardian is wholly. This obtains only when an estate held by

by guardianship is vested in an infant by descent. It continues

even males 1 Th. 460. and over females till marriage—

extended to a person and lands within a guardian's capacity.

The Guardians want consideration for its festivities. These occasions

with a military Tenures in any at the time of the Acquisition

of 1668. 1862. 12. Ch. 2. 1860. C. Lith. 88. 11.

The late known as y. R. L. T.

the (Ragran) Notes on Guardians.

2d. C. 8. 84.

Second. Guardians by Nature. Some books mention as

kind of Guardianship, as if it was limited to a very small

as of of the kind of Parents. or y. 1 Th. 461. 5 C. 38. a. 6. 58. 22. 62.

122. But a Father, Mother, or any ancestor may be guardian by nature

at C. Law. The Father's claim excludes all others. The mother or

occurrence is, among more distant ancestors, if two have equal

claim (as if an infant is heir apparent to his Parent, or material

C. Lith. 88. 8. note 12.)
Grand Father's heire are his of his Person seem to decide of differences in nature preference.

It extends only to his heir apparent only to his heir apparent of his ancestor and not to other children..

His kind of guardianship extends only to his Person and not to his estate, and continues till y Hand is 21.

In Comp'ts all real childen are heir apparent and y next extends to both y person and y estate—But 135.

En laq. y Father may suspend y claim of all y ancestors, by establishing a Testamentary Guardianship. ch. 12. ch. 2.

Post 128

When y Father was natural Guardian, a Person of y Hand belonged to him in exclusion of y Rights of y Guardian in Childish, thus when any other Person was natural Guardian.

In Eng y Parents are styled natural Guardians of all their children. By ye is meant, not that they are natural Guardians at Law, but such as y law of nature designates as proper Guardians, and often there is more provided by testament than y Chancellor in his discretion settles y Guardianship on y Father and on his death, on y Mother.

124. 3. Guardians in Leagues—This species springs likely of topography from nature, and taking place only when an Infant under 18. 3. 14. is child of Landy derived by descent and holden by

It belongs to a nearest of y Infant kindred, its having land can't possibly descend, yet there may be no temptation to abuse y Trust. 1. Bk. 4. 61. 2.
Among关系中，特指关系中，”半血”或”三等亲”关系较为平等。125. 但就”半血”关系中，其中较年长者之子长者者在世，如年长者子之子或其等之继承，法律应优先考虑。若无继承人，则应由其近亲来管理。

The Guardian in Sequestration may lease such estate, to his or her, and maintain Gestant in his own name.

Guardian Trust in Sequestration extends to Person & Estate created but not in personal & property, and, it being a personal property, care of property of Person drawing after it, every Security of Property, 1 Pol. 40.

At 14. The Ward may enter and quit & Guardian and occupy & Land, & Guardian is accountable for such and allowed his Reasonable labours.

At 15. Infants may elect a Guardian ante and Post 129.

Guardians in Sequestration may be substituted by a substitute of a Testamentary Guardian.

These different kinds of Guardians have been established, yet all kinds of children might have Guardians. 2. Children under distrent circumstances, with the qualifications of different kinds of Guardians.

4. Guardianship for Minors. This takes place only where there is no other Guardian, if not void, it becomes void and the same will be only one capacitance at once of 17.

1. Pe. 461. 3 Co. 38. Co. Litt. 53. 219. & 12 Ey. 15.

As mentioned only as a matter of interest. Can it then be that a Ward is not supported, to whom the Ward is Support? He or she is natural Guardian of ye Ward, like 21.
No 14. If there is no Guardian in living, and there being
more or less in Society, who is Guardian to younger Children,
Suppose one appointed by Cy or chosen by &c. Infant.

The three main species of Guardianship, may be under the
are appointed of a Testamentary Guardian. Guardianship was
the Trinity was abolished by of same S. established Testa-

There can be Guardians for purse or Covert. Post 189.

III. By Cy or 12. Ch. a father, an himself of age or not
may by will or deed appoint, with two witnesses, a Guardian
for any or all of his Children, who are Infants or unprayed
and men its infant, or venire ex mare. The appointent may
be either or both as is necessary. It may continue, till
21. or terminates before his age. This Guardianship extends
to a person and all of estate. It subsists as all these.

A Testamentary Guardianship is assignable, for its Trust is
Testatorly, one may but cannot assign. As to Guardians
by Cy 4 & 5. Will and Every for females under 18. See 3
Ch. 59. a. & E. Right 69. n. 89. n. 14. 3 Br. 417. 3 Pec. 67.
32. 49.

III. As to Guardians by Custos. See & Right 69. n. 10.

III. Guardianship not immemorial to dwell or live, motion
of the royal power is of the law, so it is, the Trust. By Custos
or of Infant, a trust not known in ancient Law but existing
at its country. This takes place only when there is no the
appointed either by a law, in by appointent of a Father
example, no hand holden by brightness, nor by force.
Tenure, so if any, a infant being over 14. no no parents
he being of age of 14. not their appointment. In this nature
Guardians, and finally no Testamentary Guardians
& Right 67. 8. n. 16. 89. n. 10.
This kind of Guardianship is of late origin, however, it has been in use ever since y restoration 1660, and it seems before, The election is said frequently to be made before a Judge, on y 4. Court.

In Eng. there is no particular form of electing a Guardian, 168.

So Rationale, often 18. named his Guardian by way of law is a Parish Action good? When ye chancelor has y power to agree or disagree 1 y Infant's choice, for ye law cant be so uncontrolled as to allow y Infant to appoint one absurdist.

1.a.b 376. Co Litt 38. 39. m. 10.

The age for choosing is said to be 18. in Eng. 4. Yet it is said 1 y choice made be 'fore or after ye times, ante. 26. * 4. Co Litt 80. n. 1. P. C. 463. 50.

Indeed the said before y restoration 1712. 2. 2. 1. Practice of choosing guardians, was almost confined to Infants under 14. The CE deeming a Guardian of that age, as in great measure unwarranted.


Secondly, Guardians by y Appointments of the Chancellor, ye law 131.

is also of modern date, it seems.

But, ye Chancelor has express y power of appointment, ever since ye year 1665. without opposition.

The Chancellor never exercises ye power, however, acting Infants in Infants sometimes make a proper Guardian. When he act according to a power of Chancelor is very extensive. Its authority is in great measure discretionary and extensive as well as to y Appointments of Guardians, or a removal.

In ye Infancy Co Page 493. 1886.

1. P. M. 763.

The Chancellor may remove even a Testamentary Guardian. 2. P. M. 733.

So y Chancelor may appoint a Testamentary Guardian, may consent any guardian to give security, and may make him discretionary or absolute as y vestment of Infants or able his estate. But, Chancelor has no such power, in that, that it may exist, in neighboring States, which are declared 4. P. M. 1650


For 4. Co Litt 89. 1. P. M. 763.
3. Guardian ad adoptendum of ecclesiastical U.

2. The law as to y power of to appoint, one fully

3. Be the assent, all things right and due, being for a person estate, any

3. Even 1490, is there be no other. This night "has ad y person"

had always denoted. 3. 2nd 521. C. Lit. 131. 132. a. 6.

133. This night has lately been denied as to y personal estate of

infant, and thereto for such as are appointed "ad non" the

1. A Guardian ad litem is a special guardian appointed

for a particular suit, when an infant suing. If he has no

Guardian until 6. 4. The may be admitted in any suit

not an infant is sued. Co. 89. n. 16. 3. 4427.

2. Sec. 158. 5. 4293.

The King may appoint a Guardian ad litem by letter patent,

but no practice has been long decided. Co. Litt. 89. n. 18.

Leaves 27

134. In fact. A Guardian ad litem is never admitted for an


In Eng. can children having no Guardian, elect one at 14,

when guardian is for more cases. living y father? or how

are they provided for? at C. Law? The father, executor, contrary

natural Guardian, of three all haste y without y

in equity and y Chancellor settle y guardianship upon him

when necessary.

Now indeed y Oct. 12. Ch. 2. has given y guardianship in such

cases to y father.

135. Union of Counters Law, none and any Guardian, is equity or

degree, by testament, by custom, by appointment of the or y

concurrent act.

These known as Counters Law are Testa, Natural Guardians

by appointment of Testament, and ad litem.

Guardianship for nurture, can't I think, exist or exist.

for y father is natural Guardian to all his children, and y

mother, is as much as y son in all as a son, indeed see we
are their dependants, and if 12.

Natural guardianship of female children in England, till they attain 21. and evidence as well to their property as Persons.

In my father's death, my mother usually acts as guardian, but another may, 35.

be appointed on your male children, during his life, as a matter of course, right hence declaring, her, 1. Rot 1312. when it shall be so declared, it shall be any male, male elder. Guardian or elder, when under 53. no mention being made of her. But unless in any case, y infant being generally with y mother, but if absent, she acts Guardian "de Facto."... or on.

Holden, ye y mother (if father being dead) is y natural Guardian, to

her female children, till they attain y age for schooling. If ye not,
dear, is ye appointment created between Males and Females, 1. Rot 350.

But if not, (living Father) another Guardian must be appointed, his, form is removed, and ye can be done only to such minors, a reading

and not of course, and if 35.

Then for father's rights above be apprenticed to a Guardian, 13.

1. Rot 1314. The mother then don't be 1. Rot 1320. there seem to be of course or right, guardian to her male children, to the guardian any more of female than a male, for of whatever ages, another, may be, and another may be a minister of course, but she is legally, y person appointed, y father being dead. 1. Rot 1312.

In 1. Rot 1311. and he can't, unless guardian a person's to, use, of, St. or Probate to appoint one. If infant is of age of,

children (14. 16. 17. 18. 19. 20.) if it is a cunning, him to appear, and make his election. But he should not to be regulated, don't appoint, and

not, must be appointed a different person, 1. Rot 1315.

If he don't choose, he must appoint one kata his discretion. 138.

If to male infant (or not a name, as to children) under age for,

choosing, has no Father, St. or Probate may appoint without summoning,

Infant to stand, for he don't choose. But ye don't usually do,
In Court the Act of Protec't is used to effect a similar purpose.

In Court the Act of Protec't may in case of necessity, for sale, change or mortgage in England.

It seems so may appoint, as often as occasion requires.

The Act paragraph enables the Court to abscond, when it is deemed fit. 

Act 37. c. 278. 2 Fost. 383.

139. In Court to has been received, so y ward has a right to live with his Guardian, and cannot be removed by y court, since it be once exchangeable, so he gains no residuam. Post 154.

under y Act it was relating it residuam, acquired y

be one might be removed no then being exchangeable,

y Act and same correct. But in case of his being exchangeable,

appropriately, both the towns concerned have an interest in removing him, and be sorted, but seen opposite to a limit of Court Law not really an invasion of town right.

In Court a Guardian appointed to an Infant, under y age of discretion, contains of course the age of 21, ni y Infant reaches another to y continuance of y Act. 

Kirby 254.86.

Court Law requiring y Act of Protec't to take security of all Guardian appointed to him for a faithful discharge of his duty, if y Act

then be account to account with it or Ward, then the act is null and void. If y Act be a complaint for y Act, the Court must the notice security, if he has stale.

140. But in Court y Guardian thus appointed, is not liable to be sued to account to y Ward. While a Minor, ni called upon by y Judge of y Act of Protec't to account. Act 512.

By y Court Law, also, all Guardian, y ni y course (merely)

are compelled to account for y Ward's property in their hands. Co Lit 52. n. 12. Co Lit 89. n. 3.

And as species of Guardian, it being abi for y Ward, (until 21)
y Act extends to every Guardian of y Ward.
The usual remedy in Eng. is by suit at Law, as provided for in the statutes remedy, on an account at Law in confining a discretion under it. The nature of the account will account. a. cited. Edw 88. c. 4
1. Sir. 103. 2. 5th. 677. 525

In Eng. it acts uncommonly for Eq. to compel a Guardian. 141.
In account anancy, especially if suit at Law. 1. Edw 63.

In Court of Chancery remedy is by action of account, which
may not or need not be in y. State as a suit in Equity: in Englan
or a Guardian is bound to produce books and disclose.

If a ward's estate is in danger from a Guardian, the Jurer
or suitor (he, his parent), may be compelled to account any time.

1. 5° 137. 200. 2. 5th. 172.

If cause of misconduct by a Guardian, Eq. in Eng. may remove
him, so, if there is reasonable ground of such misconduct, 1. Edw 62.
he may issue hie to pursue security, and when refused, displace 1. Edw 58.
him. 1. Tulk 24. 2. 5th. 47. 1. Edw 63. Born. 1. Eq. 261. 2. 8th. 73.
Indeed a Chancellor in such cases acts liberally, and makes such
orders as he thinks proper.

The Guardian, the parent, are bound at their own cost, 1. Edw 7.
to maintain their ward, but may apply to Court of Chancery
for a Parent, when Guardian is alleged to neglect or hard.
and if he is of ability, the court may allow him to apply any of
the Ward's estate for his education and maintenance.

3. Poy. Eqy. 60. 4. 22. 2. 8th. 21. 1. Edw. 163.
3. Ed. 5th. 73. 15. 120. Alb. 60. 255.

But a widow having remarried and bound to support, 123.

her children by a former marriage, but the may do it by their children's
consent if becoming husband and actually are made with their
consent. The is a some consent and has no property.

ante 38. Post. 154.

It has been said, it is any more extraordinary and exceeding
insensible in maintaining a title in possess any child by the
woman, if a great is for the child's benefit and y absence, no reasonable
no money advanced to a child by apprentice is to be useful Trade.

148. The last rule has been dened by Ed. Hardwick, in y case

under permission o y Chancellor he may stead or part to y Child's
education and I think not Card would demeaid subject to y
qualification.
there must not every case o y kind stand on it's own bottom
in circumstances. The Chancellor quotes this permission or not, on his

In Cnnt. When y interest of an Infant here or secon lease
be recover by a bill for Redeem ples, y Guardian is empowered
by y make a requisition and may be charged to do y
under a Penalty, and if y Infant has no General Guardian
y Guardian act taken appointed by y and is authorized
to recover.

148. By Ed. a Guardian of Infant kity, a deceased d Tenant
or Tenant of Sherman is empowered with y abundant of such
acting as a to y Treacle these appoint, to make partition
y land.

In Eng. for equity, y Guardian or Brehem ane may bind
y Ward by equal Requisition. 2. Bar. 634. 2. Hole 255. Dace V
Torr 1501. If y Infant may do it. ante 21.
The Guardian is considered in Ch. as Trustee to y Ward,
and if a stranger sets on y Infant's lands,
and takes y rent, he is compell'd to Cal in Account
as Trustee or Guardian, or he is liable as a Trustee, at
y election of y Infant, but ye can happen only in y cases
of Infants,
1. Robson 1:250 2:480 1:250 2:480
The Guardian must allow interest for y money, or his
hands, or he shoule yt interest be not be obtained for
242:528.

The duty of a guardian having personal property of y Ward, to
pay debts, charges on Ward's estate out of ye property, and not
make his own. This is to prevent interest accruing in ye
interest of y Ward.
1. Ch. 3:155.

And if ye Ward's estate is in mortgages, a Guardian ought to be
ably, yt interest of y estate be y interest, and if it will more y
interest, y remainder to be charge of a Bond.
2.28 2.91

The guardian has no power to vest y Ward's money in lands. 1:250 2.31.
But if he does it (taking a deed in y Ward's name) y latter
may at willage later either at his election, or if he takes
money, he is obliged to Cal to y Ward to y Guardian
1:250 2.35.

But if such case, y Ward may, with the making his election
his debt shall have y money, for a right of election being personal,
his debt exist clause of landy. 1:250 402.35.

In general y Guardian in accounting for y Ward's money is obliged
to pay only principal and interest. But if y money was directed
to be appropriated as a particular way, as in y lands, any y
Guardian has paid it in another, as Trustee, y Ward has
at his election, of interest or profits, 2:260 2:266.
As to marriages of wards, a Chancellor of the Court exercises an authority never claimed by any of our Qt. He forbids marriage without consent of the Guardian, and even if a Guardian does consent to an unequal marriage, at his discretion and without any controversy, the Court will set aside the marriage as for a contumacy. So, where a guardian has married a minor, the Court will not regard, as in ordinary wards under Guardianship of Parents.


143. So if there is only an apprehension of a ward being married, to his disadvantage, the court will order a Guardian to consent to any marriage it deems necessary, and even on one party to a Guardian of another party, if not to allow it.


So is authority ever exercised, when neither is a Parent in Guardianship of a Child. In Court of Equity, marriage may be made between wards at least.

The Guardian, when his female ward is said to be of an age to marry—there is no property, as in ordinary wards, as if she became of age, becoming a property. She becomes a property in the guardianship of others.

Settlements of Infants

For a Court Law respecting acquisition of property, by Persons in their own right, see at Court 324.

First, under Court 324, no foreigner, in no part of the Crown, shall have a settlement in any town or city, or state, not admitted by a vote of the town, or by consent of a Civil authority, or definite order of the Court, or until declared by the Court, or until declared by the Court of Appeals, that he may be named to leave or under penalties provided by the Court 324.

2. To inhabitant of any town in the Crown, he has none of the above qualifications, or he is admitted to his own right, as in the state, not in said town. If he owned and residing in town at least one year, before he otherwise be
may be named as above or transported to his own estate.

Comm. 1202. 2. 8th 142.

57. 2. If an infant of one hour in ye statioj, can gain a settlement in another, he is of some one of five qualifications first mentioned, or as he has in his own right ye free real estate of y value, of 16s. in a year, or if he has supported himself therewith of 6 yrs. (under ye old law before 1782. y person was one year) and paid all his taxes. But within ye period, he cannot be removed, so he has become chargeable to ye same.

Other Modes of gaining Settlements are First

At 8 law, by birth, the place where a child is first known to be, is termed Sactit, ye place of its settlement, it seemed to be ye place till another is shown to be.

Comm. 802. 2. 8th 142. 9.

This is generally the place of a Bastard's settlement in Eng.

ante 84

And in cases of Bastard children, if neither father nor mother has a settlement in ye realm of county, ye child is settled in ye place of its

Comm. 484. 2. 8th 142. 1. 6. 9. 8th 142.

But in ye cases of Legitimate children, and under Comm. law) of illegitimate also, ante 85, presumption may be rebutted by
The rule is ye same in certain cases as to illegitimate children

Eng.

12 50-.

Secondly. Settlement by way of Parentage. He settles, if ye father or maintaining Yarrant being of ye child.

Comm. 302. 3. 8th 169. 9. 8th 169. 1. 8th 142. 3. 8th 142. 3. 8th 142.

3. Comm. 600.

The last rule holds in Eng. as to legitimate children, only.

5. 8th 169. 9. 8th 169. 2. 8th 142.

In Comm. bastard are settled with a mother or not with a Pollitian

father, ante 84.

Bastard, are region by

parenage are called derivable. 3. 8th 169.
The settlement is a Landmark in the study of law. A master and his servant or "boy," by means of a "settled" relationship, could acquire new rights and responsibilities. This relationship might follow the master's death, allowing the servant to become legally bound to the master's successor. This was a common practice, especially in England. The law was clear on this matter, as seen in the legal texts cited:

2. 3 De G. IV. 4o. 320. 4. 268.
3. 3 De G. 426. 49. 328.

In England, where a master has a settled relationship with a boy, the master might acquire new rights and responsibilities. This is particularly important in the context of servant law. The legal texts provide clarity on this matter:

1. 3 De G. IV. 4o. 328.
2. 3 De G. 426. 49. 328.

The usage of "settled" is a legal term used in the study of law. It refers to a long-term relationship between a master and his servant. This relationship might follow the master's death, allowing the servant to become legally bound to the master's successor. This was a common practice, especially in England. The law was clear on this matter, as seen in the legal texts cited:

2. 3 De G. IV. 4o. 320. 4. 268.
3. 3 De G. 426. 49. 328.

In England, where a master has a settled relationship with a boy, the master might acquire new rights and responsibilities. This is particularly important in the context of servant law. The legal texts provide clarity on this matter:

1. 3 De G. IV. 4o. 328.
2. 3 De G. 426. 49. 328.

The usage of "settled" is a legal term used in the study of law. It refers to a long-term relationship between a master and his servant. This relationship might follow the master's death, allowing the servant to become legally bound to the master's successor. This was a common practice, especially in England. The law was clear on this matter, as seen in the legal texts cited:

2. 3 De G. IV. 4o. 320. 4. 268.
3. 3 De G. 426. 49. 328.

In England, where a master has a settled relationship with a boy, the master might acquire new rights and responsibilities. This is particularly important in the context of servant law. The legal texts provide clarity on this matter:

1. 3 De G. IV. 4o. 328.
2. 3 De G. 426. 49. 328.
After a child is emancipated it often becomes subject to be considered as belonging to the character of servant, as Parent family, subject under the care or government of the Child, and under the same condition as a new servant, subject by a master and owned rule, that holds it to the servant, even when the subject lives with a master.

Second, by marriage, he is considered only as to his person, and not as to his estate.

Third, by gaining a settlement of his own, as an apprentice.

Fourth, by contracting any relation inconsistent with his remaining under the care and government of his Parent, as of a Father, long enough to sever him from his Parent family, in which case he is considered an emancipated.

Second, settlement acquired by marriage, his settlement is communicative to his wife, as law not permitting separation of husband and wife.

If a woman settles in Georgia, marries a man settled in Georgia, Georgia becomes her settlement, and the "free state" loses her maiden settlement.

And it has been decided, if there is no settlement, as if he is an alien, here is suspended during absent, but revived on the husband's death.

Emancipation of an infant may be affected:

First, by full age.

Second, by marriage.

Third, by gaining a settlement of his own.

Fourth, by contracting any relation inconsistent with his remaining under the care and government of his Parent.
But it seems now settled, if y Husband, (having no Settient) dont remain in y Realm - being in y Realm, dont remain with & support her, her Maiden Settient continues. Because it held unconditionally, at if he had no Settient, her is not suspended.

Bar. coat Eng. 39. 70. 23 - 1222

And in y last case, her Children by y marriage are entitled, with her, to her Maiden Settient.

Finis of Guardian and Manor.
Contracts

1. A contract is defined as a promise and acceptance to do or not to do something, as in a bargain. It is a voluntary agreement. The term includes all sorts of agreements, whether oral or written, express or implied, to be binding. However, it must be a valid agreement. Consent is an essential element. Consent must be given voluntarily, without undue influence. The contract must be in writing and signed by the parties. If not in writing, it must be stamped and registered.

2. The requisites of a contract are: (a) Parties, (b) Mutuality of consent to some obligation or an agreement respecting some property, and (c) a sufficient consideration.

3. A sufficient consideration must be given for the promise.

4. The consent of parties to a contract is an essence of every contract, and must be given voluntarily. The contract must be in writing and signed by the parties. If not in writing, it must be stamped and registered.

5. A person not "competent mental" as in strict law, a lunatic, cannot regularly make a binding contract. He has no understanding and therefore in legal, it is not valid. There is no valid agent when there is no principal.

In general, all contracts, not a "hand-made" one, are legal.
such persons, are actually void, says Dr. Pride, and for better opinion, i.e., he says, "non est factum" may be pleaded to you. 1. Pow. 11. 12. 3. 13. 23. 9. 1. 32. 128.

But, otherwise, "non est factum" cannot be pleaded, but it must be specially pleaded. 5. Led. see 4. Pow. 12. 4. 4. Co. 123.

1. Pow. 11. 12. 3. 13. 23. 9. 1. 32. 128.

But they seem void as to some intents, but not as to all.

They are void as to some intents. Thus, in surrenders of a particular estate by a person "non compos" mentis, don't destroy a contingent remainder depending, but it is strictly void as to the residue. 1. Pow. 12. 3. 13. 23. 9. 1. 32. 128. 176.

But, if a renunciation be made, "non est factum" may be pleaded to them. 5. Led. see 4. Pow. 123.

1. Pow. 11. 12. 3. 13. 23. 9. 1. 32. 128.

2. 123.

The opinions are contradictory, but if not, a deed may still be void.

But persons insane are competent to receive property by a testamentary gift, by devise, by will, as well as by descent. Now being his insane a presumptive assent to what is thus in common presented, beneficial to a party because he cannot assent. Co. Litt. 2. B. 2. 203.

1. Pow. 11. 12. 3. 13. 23. 9. 1. 32. 128.

2. 123.

And it shall be more difficult to say, yet in such cases, a law depends on his consent required in this providence. There is no return nor observance at any rate, he may acquit himself by purchase, so well as by descent.

And if a ward desire to dispose of his understanding, and he agree to a spoliation, his assent becomes binding, but if he dies during this insanity or having recovered his understanding, dies, right agreeing to such spoliation, his heirs may assert it. 1. Pow. 11. 12. 3. 13. 2. 123. 203.
or they may defeat it. So in the present, his understanding he may defeat it. These Huns takers are not un

But the contracts made by a person non compos mentalis, in alien his property, or to create an obligation upon himself, there is no presumed agent, nor is a legal agent dispensed with. 1 Cor. 14. These fall within a General Rule, yet these contracts are void. They are deemed beneficial to him.

As to these however it appears to be a Rule of the Law, as of persons non compos mentalis cannot when acting his understanding, take advantage of his want of capacity. "No man of few years shall disavow his own person or as it is frequently expressed, call himself" (Marlowe) 3 Boc. 67.

The weight of authorities are in favor of this rule, in general, they are void, this is found in law.

The rule is founded on interests resting in policy.

It is present found by destroying insanity. 1 Cor. 20.

3 Boc. 37 & 2. 124.5.

The reason of real property, may not be doubted.

(1) Much of danger, primary (2.)

On Corn, this is rule of one, may over his person insanity to avoid a bond. 3 Boc 30.

And at Law, after 3 death of each person, his right might have in contracts upon description.


Thus also 2. Mexico in the such contracts may be avoided, during his life by 3 Boc. 354, hereafter to

see proof, upon which it is cased, according to the

same. The person in later, with time may be behavior, during his time, he avoid all amount into his

and after acts in 1. Boc. 12, not of 1 Boc. 87. 1 Coh. 202.
of a Lunatic, make a contract during a Latus Debtor, the representation are bound by it. 2 125 B.

2 412 414 1 29 3 Boc 82.

Lunatics' Debtors, are bound, like other persons, by acts and contracts of Debtor. And Wills & Recognizances, nor are they avoidable by their heirs, or in any other way. No no Devises can be admitted as a Deed. 1 21 27.

1 124. 22 24 10 42.

An Incest is a natural Seducer, if who has had no understanding from nature. 1 B 303. 3 183.

It is said if one who has any understanding as one who can tell his age, his Parents, is free, if he mak, a clear account to, and an Incest. 1 B 304. Which 233. 3 Boc 1.3
7. Drunkenness, if operating as a temporary incapacity not of itself, will save a quiet possession unbreachable, unless his contract. As to his own fault, the rule is Tancay v. Collyer. 1. P.M. 131, 1838.


But if one draws another into a state of deep intoxication and then obtains a contract from him, a lot of C. will set it aside. Pemb. 26. 311. 1831. For here a contract may be obtained by fraud.

A person being of a weak intellect, is not necessitated to state the reason for avoiding his contract. Pemb. 312. The Law doesn't distinguish between subordinate degrees of what is termed in a mind of men. It only distinguishes the recognition of the recognition of the mind of men. Pemb. 312. 1831. Pemb. 26. 62. 89. * uncase (set aside) in case of drunken, dally, etc.

For instance, in Equity, if any fraud or imposition is practiced upon a person under circumstances and if when such person is a party, there are such circumstances, warranting a presumption of fraud, it will generally relate on the ground of fraud. 5. P.M. 120. 2. Pemb. 228. 1. Dis. 31.

8. For, and upon some general principles, we want of intellect, or capacity, or consent, we in some cases for necessaries, he are regularly not binding. And a contract is founded on necessity only, and not admitted in any other principle. 1. Pemb. 312. 31. For, in the usual vanguard 32. 28. Law have no exception in case of mental incoherent to contract. For elucidating see Day & Child.

By Civil Laws, full age was 25. by C. Laws. 21.
The contracts of a woman count, are not regularly binding in the same event of a moral capacity and her to effect her will being subject in consideration of law to her husband. Hence in general her contracts bind neither. And in his

1. Pro 

2. 112.

But there are other grounds on which disability may exist. If the party in control over it, among the lands, 2. 3. 112.

1. Pro 

2. 112.

Who may be their agent in their contracts, bind others as well as themselves?

If a tenant in deed agrees to alien land, he is bound by a contract. If he discharges the estate to tail, and the court orders him tology and recovery, according to a contract. For any interest in the power and estates tail and favoured.


The estate due trust may by an agreement, to which the real estate parties bind their interest as well as his own. A trustee may be compelled in Chy to join in executing an agreement. 1. Pro. 121. 2. Ch. 125.

208. Any beneficial interest is not a former. A Trustee being mere dehors, of a legal title, for his side.

To estate to A., in trust for B. B may dispose of it to C. and compel a disputes.

A Trustee may also bind y estate of a "estate due trust"

1. Pro. 123. 2. Ch. 205. 3. 327. 303. 316. 1. Ch. 324.

44. Pro. 125. A Trustee in Trust to C. for D.

and a Trustee not appearing on his face of it, D. is C.

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and a Trustee not appearing on his face of it, D. is C.

44. Pro. 125. A Trustee in Trust to C. for D.

and a Trustee not appearing on his face of it, D. is C.
In an instance where the case may be sufficiently to
show the consequences, there is no reason why
the master, the tenant, or the land should not be
subject to a suit of the nature of the case. The
master may be sued in a suit of the nature of
the case. The tenant, the landlord, the land,
and the master, may all be sued.

10. And an agreement to be binding in equity may be
made in cases where the same is binding
in a suit of the nature of the case. The
agreement may be binding in equity.

A mother acting as guardian to her husband may under
special circumstances, bind her minor children in Equity.
1. Pow 123. 2. Bern 210. The Chancellor in such cases exercises
de the ordinary power, as being derived from the power
permanent guardian of Children. or rather Infants.

So, contracts of a woman before marriage with the
general bind her husband, when she attains majority.
For her liability is husband's in favour of her husband.

For as he takes y covenant of y wife upon, we go together
and as y marriage suspends her original sole liability,
she ought to assume her responsibility. He takes her "own
risks" and 3.


1. Pow 123.

We know the Real Estate of a Female cannot be aliened
as by Court of common recovery, but y agreement of y Husband
convey her Real Estate. If convention to her on
her private circumstances, may be enforced in Equity, but an
agreement of y husband alone cannot be. 1 Pow 124. Tit. Wife and 8.
If the tenant in tail does not carry out his agreement, and
the same by reason of his or her own fault cannot be
enforced, the tenant's agent cannot be
enforced, and then the agent shall have his or her own
is to say, will carry it into effect, and so shall.

2. Prov. 132.
17.

An agent or his agent in behalf of his client, a
contract, and the principal is not bound to
the agent, not to himself bound. See Ch. 12 and 13.

2. Est. 124.
3.

But if an agent makes a contract for his client, a
contract, and the principal is not bound to

Sound, and his client will now, "Haes Tenent 646"

'... but to enforce or have only only to Equity? As if such party and the party upon it at Law, thence would be a variance. But might he not be by other Act of Law, as in point of sale closer, so y case might be upon an agreement implied.'

If a P Tenant agrees to clear his parts and die before agreement is executed, whereas it has been held cannot be compelled to perform. But claim to Goods, then upon y party (claiming under y agreement to y last. 2 Pet 40. 63. 1. Pov. 129. Newland 35.

"... If an agreement amount to a release of a Tenant in Equity. E.g. The agreement is then declared, and y Suroror (according, instance to y Purchaser, or his hand. 2 Pet 63. Co Lit 62. 13. Amb. 237. Newland 35.

In any agreement always amount to a release of a Tenant in Equity, if it be such as being made by a Tenant in Equity, would be enforced in Equity, do a promise not be null and void by dation in eorum in bonos. 270. see Newland 35.

"... But if y party make cannot operate in any one of 270. at Equity, but is aggregated. But it not by y one Law. Does two. y which is before at first hand down, would seem to require a change of 1812 under y contract, before y death of y deceased Tenant.

How abettent may be given to contract or agreements? 182.

Absent to a contract, may be either to dress a Tenant 1. Pov 131. Enforce absent is declared by some express, intended to signify it, as by speaking, writing, gesture etc. and may be either precedent, contemporaneous, subsequent, or
A master sends his servant to buy goods on credit. 2. Does the master send himself and promises to pay for them? 3. The servant buys goods on his master's credit without any express authority, and the master ratifies it by delivering to his own use, the things purchased.

Practo Simplique, may arise in several ways at my leisure or inunction. 1. If a person agrees to sell to another to make a second mortgage of the same subject, and knowing a contract is voluntary silent. In 2d case, he owes his promise to be ground of an implied agent. In his mortgage should be good for the. Mortgages 8.

P. 61. 11. 62. 337. 1. 61. 132. 6.

Note. A first mortgage may be of such a case described on ground of fraud, but it seems not necessary to consider his title as fraudulent. It may be sufficiently enforced into an implied consent.

14. If a lessee being present, when a lessee makes another lease of the same lands to another and knowing the contract, makes mention of his own lease. A second lease being ignorant of a first, will be void at law. Be detailed.

And as will conclude such future assent even in an infant. So, otherwise, he, an infant might be guilty of a fraud, as where an infant also is present at a contract for a second mortgage on a same property, and is voluntarily silent. He, in his interest, perfect his interest of Priority. 1. P. 102. 2d. 102. 3. Bam. 102. 3.

And it has been held, that in first not being present, Broughton, as a witness to a second deed of mortgage, is take out of his knowing of contents in his proc. G. Critical.
But in order to cause such an absent to be affected with it, it is necessary not only that he should know it but that he should have given his assent to the subsequent contract, but yet his silence shall be voluntary. If, therefore, a case arise where his intestate was affected by it, it does not happen that it is Always always to be voluntary.

When any person or instrument of a holder of a note, if it has been dishonored, omits to give reasonable notice of it to the interniste, he is considered as agreeing to its charge. A nonresponder, and only solely by nonresponder.

Where what need is there of involving such absentee of any case? The holder loses his claim against the interniste by his own neglect.

And in General, law will raise a right against him whenever it is necessary for giving effect to some subsequent agreement. As if one makes a sale of trees growing on his land, he readily agrees ye vendor shall have free access and express to take them of forming land. To which one buys a chesaret, he freely consents, and he shall have free access to it.

Cod. Tit. 56. 2 R. 33. 1. P. 136.

And hence is the effect of these agreements, unless to the contrary. Unless supersed, acts it always is answerable. Hence the purchase is answerable. Hence his purchase is answerable. Hence his purchase is answerable. Hence his purchase is answerable.

1. P. 137. 2. Burr. 1011. 3 R. 168.

In case of money is money? It is which was a true substituting any such substitute right, or some

Cod. Tit. 56. 2 R. 33. 1. P. 136.
18. There are usually employed in another to contract for him on trust, he lastly assents to any particular contract of y name known, & y letter makes it his name.

1. Bow 138. 45. 45.

And in every case of Indent Release, surrender, gift &c. there is a tacit assent to y act on y part of y lessor, unless y contrary appearing he is presumed to assent to what is Prima Facie advantageous. 1 Bow 138. 49.

"Title by Deed." 47. As a Mortgage made to a Creditor in his absence. Of an nail agreement in property descending in being or accruing. 1 Bow 138.

So a Husband signs all on self a Bill upon y trade, but pays for y honour of y drawer, y cause makes an agreement by y latter to be a promise to y drawer. "Bod. 80. 42."

So if husband lives away his wife, an act, her maker, insists to a tacit assent on his part to be bound by her contract in receivables. Husb. Wife. 21.

1 Bow 138.

Upon a sale of personal chattels, there is an implied warranty of Title. If &c. They are his property.

Denslow on y Assent. 1 Bow 138. 39.

What circumstances will invalidate assent given?

Ignorance. Ignorance of entries, &c. in some cases invalidates. Error. Assent given is a contract. 12 ignorance of facts, but not of law. y holder of y raw forbids it.

1. Bow 138. 4.
But if on a difficult point of right, both parties being ignorant, on which side it lies, a contract is made, the party who really is entitled, in a cause, still a contract will be good. The party on the other side of the right being ignorant, and knowing not one of them must be loser, cada voluntary submits the risk of losing. This compromise between equal good faith, is in common.

12. But if a party really entitled is ignorant of his right, says he, well, he must pay quantity or value of what he contracted about, be under a mistake as to matter of fact. He means if informing himself, he seems not to be bound, as it case may be. The case of a bequest of £ 1,000 to a daughter, in condition if the testator released her of 1000 l., he released her. The release was set aside in Equity. George says party was guilty of fraudulent concealment.

In the case of Landowne vs. Landowne, both parties being interested, by a opinion of a 3rd person, as to their right in the premises, contract was set aside in Equity. This was a case of a Schoolmaster. There was a dispute between 2. Persons as to property in land belongs to elder brother, but no Schoolmaster is whom they referred it, decide it.
belonged to a younger. 2. This was held by c64.

not like it ease of committing a doubtful theft,

them both having agreed one person of his being doubtful

of each of the volunterly珀nds in any of being

if there are deceive, the no fraud or knowledge,

and if deception operated as a fraud the never intended as

But generally speaking ignorance of law is no ground

for avoiding a contract. 2 East 463. I have as to go State.

Negotiating contracts are generally binding upon both

parties. ed. 10th 37. 67. 1. 100. 150. Burn 2822. see Insurance.

and it is not essential to good faith of such contract,

that event upon a regular depends, be in itself contingent.

But it is true yet it is equally uncertain to both parties.

In any case ignorance, don't invalidate a contract.

so question, an a ship at sea, is now lost?

There are some cases, where an absent of an intended purchaser

of an estate, is invalid in Equity. For erroneous representations,

relating to circumstances, or quantity of the subject. the

may be no fraud in the case. While distinction is so-

of mistake relates to circumstances, or quantity, which

we have furnished to another party to purchase

a merchandise unit round, for a great part of my adventist,

as a agent to buy same for a Multicel and there appear

to be mine. (This contract as will not be enforced in Equity.

For a purpose of adversafact). There is not any

and Equity will enforce a contract. As a mistake

Where if a mistake relate to a particular, which

must to have been knowingly in my contemplation of

purchaser, be is bound by his opinion, as his belief

as compensation for a surplus of value. 1 Pown 488.7.

and Equity will enforce a contract. As a mistake
But if an agreement for a purchase, &c. be made, it can be enforced condition, &c. as subject to certain qualities or injuries. &c. absence of same will declare the contract, &c. and such a contract cannot be enforced at law.

I. (P. 667.) If a condition is a term as such a quantity of goods. &c. not it has not.

20. And in some cases, the intention of parties, as to their intention, may be inferred from circumstances, and want of assent may be inferred in the same way. The title of Female Horse as a horse &c. that ye contract is void. For there is fraud. 1 P. (P. 667.)

According to these, if an agreement be void by a term not to be made, &c. a condition, &c. may be inferred, &c. contract is void. I. (P. 667.)

For the title of a horse as a horse &c. and want of assent may be inferred from circumstand. &c. there is fraud. I. (P. 667.)

According to these, if an agreement be void by a term not to be made, &c. a condition, &c. may be inferred, &c. contract is void. I. (P. 667.)

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Under your hand we are to enquire as to what contract
may be made, or as to lands or houses, by your. 1 Poo. 152.

On you hear a distinction of to be observed between contracts
oathful, and contracts merely verbal. 2. Co. 446.

Execution and executory contracts what? 1 Poo. 274. 156;

the buyer from the seller can by contract redeem, convey
anything he will be bound, can accept a solvent interest
of a lease or tenancy. For one cannot transfer to
another, what he has on his own the grants to B. all
a lease which he shall hereafter have, ye contract is
made.


As if it make a lease to B. a land of another, to debt for
rent, or lease any premises, as if tenant had not any interest to
a land at a time he lease made. or:

1 Poo. 102. Co. Lit. 44. 3 Poo. 233. 306. 3 Co. 496. 1 Poo. 40.

If not to
be allowed on a covenant, in manner of the said
a chattel is broken by heart of cattle? and go such covenant
is a condition covenant? 1 Poo. 337. 4 B. B. 1 Poo. 162.

Poo. 432.

As if a lease were by indenture to a tenant assigned
at them.

1 Poo. 323. 306. 7 B. B. 537.

If one of a. 7. Tenant bound by this, to be covenant
made, if it happens, and the tenant afterwards die
will before installment, the must make ye latter don't have
where it said contain covenant, eg grant or assign.
A whole, the lessor & the more he must be way of
liability.

Upon some general terms, the if of a. 4 Poo. 7 B. a house,
the condition for payment, 1. In the hands & it can't
be have to another, before execution of a month.
So is payable is charged, and a liable to another, before
understand of 3 months, would not be made, done by 28
To ensure the completion of a task, the reader should focus on the following points:

1. Procuring legal assistance is mandatory. It is wise to consult a lawyer before proceeding with any legal actions, as outlined in 1 Sam. 30:9, 10, and 2 Cor. 15:15.

2. Regulatory compliance is essential. Ensure that all regulatory requirements are met, as detailed in 1 Cor. 7:10, 11. Consulting with a reliable advisor is advisable.

3. Contractual agreements are crucial. Thoroughly review and understand any contracts before signing, as suggested in 1 Cor. 7:18, 19.

4. Personal integrity is fundamental. Uphold ethical standards in all transactions, as emphasized in 1 Cor. 7:25, 26.

In summary, attention to detail, legal expertise, regulatory adherence, careful contract review, and personal integrity are key to successful completion.
When a contract executed may bind a future interest by way of estoppel?

It has been held if one makes a deed, with covenant, of certain land, that he uses or owns, if afterwards another or plaintiff, to be entitled from a conveyance he had no title at the time of the grant.


Rule is the same in Eng as to Leases or Mortgages of Land

3. 21 Tn. 26 B. 284. 2 2 Lib 264. 1 La Ray 234. 6 Mod 358. 2 Lib Ray 1048. 1557. 2 B. 283. 366. 3 Ja. 370. 71. 2 Gem. 11. 1 Po. 37. 1 Jf B. 760. 1 Pow. 160. Lit. 4. 46. "Title Deed. 6"

Then may not a contingent remainder or executory devise be passed by such a deed, by way of estoppel. Estates in Remandia. 24. ante 21. 21.

All contracts must be first possible of performance, are legal in their nature. 3 Tn. 4. 100. 204.

24. 1. 43 1. 50. No right can be acquired to any obligation by a contract created to perform a contract, naturally impossible.

25. Then contract is void and negatuated. 43 1. 50. 1 Tn 378. 50 note, see not cogent premises ad impossibilita. 43 1. 205. 2 Lib 420. 2 Lib 265. a, & a Covenant to enfore a of land, covered by a tenant, to perform to go from here a time in 3, day as, to suffer a tenant act a certain or, when in fact there is no action pending.
Great contracts are void, because they are morally impossible to perform. 1. Tro. 1. c. 82. 2. Tro. 1. c. 108. 3. Procr. 1. c. 15.

But a few distinguished between things in their essential nature, and those not in possibility in themselves, as being necessarily. An agreement to perform an act, is binding. If a contract is null or void, the court will be liable to damages to C. for non-performance. Tho. Eveleight, dec'd in a Benefic Estimation. 1 Vent. 882. 7 Edw. 11 c. 35.

In y James case, it must be deemed, of all persons, at y time. yt performance is impossible. It cd not lye be have been intendment, of either, to et that be performed. See in y latter case.

Therefore, when one agrees to deliver to another 2. gravins, a sheen, or a following, monday, and so in everthing, and double their quantity, in every subsequent monday, during y year. If performance was decreed and y case was compromised. 6. Mod. 105. 1. Vent. 209. 1. L. IV. 111. 1. Nis. 233. 1. L. 439. 2. Ray 1694.

So if an agreement to have for a horse, a lady com free, first nail. De. Helen to have y brass of y horse.

So saw void because impossible.

Upon what ground is ye doctrine founded? 1. Vent. 425. rule is, if a thing deliverated for, is not deliverance, its value is by rule of damages. 2. Burr. 1040. 1. Vent. 218. 1. Pank 241. 1. Vent. 217. 1. Caff. 221. Do not chuse contract, before an agreement on y ground of fraud, or y promiss, subjected to an implied promise, contract, to pay what he has received when, it? C. G. Thynyn. 4. Express contract should be considered as fraud. If he may be bound to pay y horse, if he has on y implied contract. 2. contract, an't void on y ground, of its performance
The distinction between a near and remote possibility of performance, and regarded as totally null. A covenant by which if a man who now enjoys his land, shall be settled on it, is binding and may be enforced specifically at law. Any condition, not probable or not, is by no means impossible. 1. Pyn. 16.4.

For if one covenant void of force and absolutely to do a thing, not impossible in itself, but being prevented from performing it by inevitable accident, don't discharge time. As a covenant to be at such a place at such a time with a ship to take in cargo, it is not prevented by tempest, be from performing. If covenant is covenantable, it will be absolute. See Gray 26. Sim. 1. Lord 16.9. For an covenant "broken" it would be otherwise in conjecture, if a covenant to perform is covenantable within time mentioned, within which such a voyage could not possibly be performed unto the. In such a case, he is virtually an assurance of risk of failure.

Secondly, Contracts must be Lawful.

Things executed to be done must be morally possible to be done. If no contract is void. For none can be done as an act which is impossible. But a contract is unlawful, where an agreement is to do something "malum in se" or "malum prohibitum". 1. Pyn. 188.

If the first kind are all contracts which have for their object, something forbidden by law, or nature, as a contract to commit murder. Vide 17.1. 2.2. 1590. Then a contract to give it a certain sum if he will not, or he will be. It is void. For to hold such contracts
1. Powny 166. 3. Law 211. 2. 166.

Contracts may be contrary to y law of y land, as being

subversive of y public welfare. 2. as being of

some general or particular 3d. 3. as being of some

general or particular 4th. 5. as being contrary to y

law of y place. 6. as being contrary to y law of y

place. 7. as being contrary to y law of y place.

Hence are contracts, if contrary to any general

restriction, if contrary to any particular trade, are

void.


3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.

3. Law 211. 4. Law 272. 5. Schmitt 309.
and it always immaterial an \\
ende to which not \\
be considered, and this would no \\
be considered, if it is not, still is \\
validity of a contract depends upon \\
ongoing circumstances. For no man \\
ought to be excluded himself \\
from engaging in any useful trade \\
whatever.

A contract, made with an alien Enemy, is also regularly \\
void, as being contrary to the public \\
business, because communicating \\
with a public enemy, may endanger \\
public safety.

To an insurance upon a property of an alien Enemy, \\
is void. It promotes y commerce to enemy and injures \\
our Citizens, an interest we yt commerce.

Manufackt & Manufakts are contrary, but the rules of \\
advantages are equal to disadventages. But y still \\
endeny contracts with an Enemy are void, is not universal, \\
not universal. Ransom Contracts with an Enemy are binding to \\
a contract \\
agrees to buy & Captives, or condition of being discharged, \\
but they can only be enforced in Ec. of admiralty.

The master of a Ship may by such Contracts \\
bind & owners as well as himself. This is a rule by \\
...action will not like to receive ransom money that
be restored. c. 11. c. 23. Tuar. 1...e.

The most is made the hostage that, on capture, an
enemies are taken with a hostage, a bitter duty only to
passages; being bearing independent of the hostage.

"Ando. 304. 34."

And as in contracts with enemies at general made
with an enemy, as depends out of a state of hostility, and
tend to mitigate the horrors of war, are binding.

Song. 235. 178. Treaty of Peace between belligerent
States. Tories. Tabulation, and between military com-
mander agreements for exchange of prisoners.

The Eng. however, revenue contracts are more workable
by c. 55. c. 22. 520. 3. March. 482. there are to the States.
a bill was introduced in Congress, but none but
are it passed. c. 58. 8. don't know.

Money hostage bonds are put in b. bonds given for
assurance of promoting marriage, because they are
of dangerous consequences and mitigate the future

"Bib. 134. 5. Lev. 21.

The same principles apply to promises and agreements
of the same kind.

2dly. Contracts opposed to any principle of
law are void. Piso 110. Hence if a consideration, wh
is a cause of a promise or promise itself is opposed
to any such maxim or principle, a contract is
unlawful and void. 3 Taur. 39. 1 Bino. 38. 1. Piso. 170.

Thus a promise or consent of y promisee would
fundamentally discharge a debt due to his master was
held void. 1. Piso. 170. 3 Taur. 39. For y consent is
opposed to principle of law. Ergo y whole contract
is void. "Post 37."
So a promise by a Minister of Justice, to do an unlawful act in his office, is void. For anything promised is unlawful, or a promise by another to indemnify him for it, as then y consent, is unlawful. 

Cor. Eliz. 230. 1 Pow. 176.

But where y unlawfulness of y consent or rather y fact wh makes it unlawful, is unknown to y promisee, a contract of indemnity founded on it, may be binding. As it brings it to an user under pretense of having lawfully arrested him, and promises to indemnity & help for keeping him as a prisoner. If y host is subjected, it will be liable over to him on his promise.

"Section on y Case 17" Titulum 53. 1 Pow. 178. 1.

This is an Exception to y Gen. Rule, as between Tortfeasors, to y host is innocent of any crime, and his motion being innocent, of course no illegality in y consent can be imputed to him.

So if a Pltf in a Dr. Fac. request y Pltf to take certain goods, and y Self wh are not his, and promises to indemnify him, if promise is good and binding by y Promiser & for y same reason. "Dr. fac. Case 17" Written by Execution 10. Cor. S. 152. 1 Pow. 178.

All contracts, y debts of wh multitude as y laws of Morality and decency are void, as being illegal.

as a Wager as to y Fac of Chancellor De Mg. 1 Pow. 139.
183. 233. 1 Cor. 30. 729. 38. 2 TA. 616. 3 TA 698. Post. 357. 8."
34. Contracts in fraud of third persons are illegal. A void any agreement to sell, loan, or mortgage to any government or a purchase of stock in a mine, etc. 432, 453. 1 Co. 556, 1 Stc. 763. 1 Rev. 540, 288.

"Pro Chy 40" 942. 453. 994.

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"Pro Chy 40" 942. 453. 994.
To of an agreement to pay for abundance at an auction, to enhance y force of goods by influencing bidders. 1. Powel 102, 188.

Contracts are unlawful and void, when one of the parties is under a legal duty to refrain from an act as expressed in the object of the contract. 1. Powel 102, 188.

To a contract by an indemnity not to serve above a certain amount, or not to exceed damages on a certain part of an estate. 1. Bred. 395, 47. 1. Powel 102, 188.

To of contracts which tend to encourage unlawful acts so as to be avoided by any kind. As a bond to indemnify or bonds or pay any indenit of action for libel. 1. Powel 102, 188. An obligation given for committing a felony is illegal. 2. Bred. 648. 1. Powel 102, 188.

To of a contract for indemnity a Shy for embarking a ship or promoting an escape. 1. D. 303, 188, 188, 188.

To save one harmless if he will commit a felony is otherwise. It is a temptation to a commission of an unlawful act.

To of a wager between 2 parties or 2 persons for any criminal act. Ante 39, 1. Powel 102, 188.

Is an misdemeanor to immorality. 2. Powel 102, 188.

3d. Contracts prohibited by St. Law, are void. 1. Powel 102, 188, 188, 188.

To of a contract for more in legal interest is void by 1. Powel 102, 188, 188, 188.

To of a direct agreement of a bankers as by any person at his behalf to pay money to a Ind for signing his certificate. 2. Powel 102, 188, 188, 188.
Und should have been so at i Law. Tettle be
condant in 0 other Credito 1. Law 170.

The money ought to go to ye wayme of all Credito
de any of any. To hold at last in case of
a contumelie between an indendet & his Credito, or
such a contract.

Substition between cases of covenants, bonds for
performance of covenants, I do theme some of any are
lawful, if some are made void by i & cases
where some are lawful and some void at i Law.

35. In ye former case y whole bond, or other instrument
is void. In ye latter the good as to y covenant
ye as themselves are lawful. I void as to ye covenant
ye are in themselves unlawful. Unti 35. 1 Pov 199.


Thus if an unskilfull covenant not to serve executory
above a certain amount as ailed to serve i hundred,
y with a certain, without authority by himself, a contract
e or any former covenant is void, even to y hundred.

The illegality of a former covenant is created by
6 Law. 1 Pov 130. 200 2. Bills 357. But of a bill, letters
a bond borne by if, 6. Bent 237. for ease and favour

1. Pov 200.

This difference arise, as I conceive, not from any difference
in principle between effect of a particular illegality,
created by i or one mistake by i Law as if i error,
but from y 7cconsequence and extirpation of i. i Law
in such case declare y bond a security void to,
beate y construction given to y words to whole
bond a security. If a st 0 that money declare a
particular clause, or condition in an obligation to
be void, y whole obligation would be so.
But the an illegal contract creates no right which can be enforced, yet after it has been executed by law in some instancy, unless it to break, by refusing to aid other party in rescinding it. Now 209.

If it. When y. illegality is of such a hand yet both parties are deemed criminal. If y. contract is executed on other side. 12. If y. unlawful act is done, he who has paid cannot recover back what he has paid in Pari delicto neither for condition defendant.


Seems while y. contract remain executory, as to y. act stipulated. 18. While y. criminal act remain executory, there y. other party may recover back y. money, which he has paid. 1. 52. 592. 4. 7. Bull 132. Doug 47. 50. 58. 4.

1. As money paid to a to hire hand to beat B. If y. beating not committed, y. money may be revenue back. Seems if it is committed.

1. Does as to y. correctness of y. distinction in point of principle? Was y. money given to buy a money in both cases, as it is money? 7. 52. 50. 7. 34. "Port 47."

Since agreed ye money deposited in an illegal paper, and hand over to be done without and recoverable.

Note: In "case where paper is declared by event. 1. 52. 47. 3. 109. 15."

But if money then deposited has not been paid over, other party, as has been before, may recover from y. holder of that deposit in paper deposited in hand, the y. paper is declared to be on a borrowing mach. In 9. 52. 47. 2. 52. 370. 3. 298. Paper 5: 50. 8. 52. 47. Doug 196.
Suppose a Stockholder made a Bet in a manner after being prohibited, is he (Stockholder) then liable, if not by y law in such cases in principle?

Seems in principle ye be ye. For as it seems to me, y winner could not in such cases recover it of y Stockholder. y latter ad not retain it to y loses.

Mark St. 43. 3 Rest. 222. Park 5.

He add in Ed. Dig. 25. Cont in Stetman Parker.

y weight seems to bs on right of recovery. on y ground y whn y contract is executed y party buying cannot recover it back.

Under pur if y loser may recover back in all cases. It Cont 311. ante 33.

33. And it has been once decided, yt money paid to one y Party, before hand in an illegal wager, was receivable back after y Event. (The St. 55. and th
y events was as following. The buying of y money

It mentiond Rest 50. 54. 553. 4 John 428.

Indeed ye case is opposed to y current of authority. In Ed. 64. it is said yt y action was not y Stockholder.
before payment oyer. Ed. 55.

Money advanced for y procuration of an offer, is receivable before y offer is procured. — Not post.

So of a premium paid on an illegal policy, before and after y risk is over. a min. 1. Bow. 202. 517.

Bong 471. But y distinction as before observes seems to me opposed to y policy of y Law.

Quere, whn y party who has paid money on an illegal contract, ant "particulas Gravitas" he may recover back. y contract is executed. 1. Bow 201. 2.

dig 13.

This is y case where y law prohibits y
I contracted for the production of a heavy cargo. There is
no case of injury. 31st. 43. 25. 6. 7. 8. 9.
2d of May, 31st. 43. 25. 6. 7. 8. 9.
1st of July, 31st. 43. 25. 6. 7. 8. 9.
17th of July, 31st. 43. 25. 6. 7. 8. 9.
1st of August, 31st. 43. 25. 6. 7. 8. 9.
4th of August, 31st. 43. 25. 6. 7. 8. 9.
14th of August, 31st. 43. 25. 6. 7. 8. 9.
22d of August, 31st. 43. 25. 6. 7. 8. 9.
3rd of September, 31st. 43. 25. 6. 7. 8. 9.
4th of September, 31st. 43. 25. 6. 7. 8. 9.
5th of September, 31st. 43. 25. 6. 7. 8. 9.
6th of September, 31st. 43. 25. 6. 7. 8. 9.
7th of September, 31st. 43. 25. 6. 7. 8. 9.
8th of September, 31st. 43. 25. 6. 7. 8. 9.
9th of September, 31st. 43. 25. 6. 7. 8. 9.
10th of September, 31st. 43. 25. 6. 7. 8. 9.
11th of September, 31st. 43. 25. 6. 7. 8. 9.
12th of September, 31st. 43. 25. 6. 7. 8. 9.
13th of September, 31st. 43. 25. 6. 7. 8. 9.
14th of September, 31st. 43. 25. 6. 7. 8. 9.
15th of September, 31st. 43. 25. 6. 7. 8. 9.
16th of September, 31st. 43. 25. 6. 7. 8. 9.
17th of September, 31st. 43. 25. 6. 7. 8. 9.
18th of September, 31st. 43. 25. 6. 7. 8. 9.
19th of September, 31st. 43. 25. 6. 7. 8. 9.
20th of September, 31st. 43. 25. 6. 7. 8. 9.
21st of September, 31st. 43. 25. 6. 7. 8. 9.
22nd of September, 31st. 43. 25. 6. 7. 8. 9.
23rd of September, 31st. 43. 25. 6. 7. 8. 9.
24th of September, 31st. 43. 25. 6. 7. 8. 9.
25th of September, 31st. 43. 25. 6. 7. 8. 9.
26th of September, 31st. 43. 25. 6. 7. 8. 9.
27th of September, 31st. 43. 25. 6. 7. 8. 9.
28th of September, 31st. 43. 25. 6. 7. 8. 9.
29th of September, 31st. 43. 25. 6. 7. 8. 9.
30th of September, 31st. 43. 25. 6. 7. 8. 9.

The security given a promise made in consequence of a
transaction prohibited by positive law, and hence,
by course of law, as a condition of an illegal transaction,
you may still recover, I take a security from you,
for repayment of the principal, for, if a contract is
one side removed from your illegal transaction, — that
is, part. The repayments by those acts are unlawful, and
whether a promise of repayment unlawful, no does
it tend to any thing for or to half
immediately a claim. 31st. 430.

So it has been held, if it has been held an
promise & consent of a third party, and no security
is given a promise made. 31st. 430.

Here we rule has been much shaken and virtually
overthrown. Do appear not to be law.
There is no obligation on either part to pay & 20.
2d. 40th. 372. 3.
1st. 40th. 372. 3.
2d. 40th. 372. 3.
3rd. 40th. 372. 3.
4th. 40th. 372. 3.
5th. 40th. 372. 3.
6th. 40th. 372. 3.
7th. 40th. 372. 3.
8th. 40th. 372. 3.
9th. 40th. 372. 3.
10th. 40th. 372. 3.
11th. 40th. 372. 3.
12th. 40th. 372. 3.
13th. 40th. 372. 3.
14th. 40th. 372. 3.
15th. 40th. 372. 3.
16th. 40th. 372. 3.
17th. 40th. 372. 3.
18th. 40th. 372. 3.
19th. 40th. 372. 3.
20th. 40th. 372. 3.
21st. 40th. 372. 3.
22nd. 40th. 372. 3.
23rd. 40th. 372. 3.
24th. 40th. 372. 3.
25th. 40th. 372. 3.
26th. 40th. 372. 3.
27th. 40th. 372. 3.
28th. 40th. 372. 3.
29th. 40th. 372. 3.
30th. 40th. 372. 3.

As set with his consent & promise, there can clearly
be no recovery had. 2nd. 40th. 372. 3.
Here there is no
simple "the Ed. of" no special instance from which
simply a promise. 20th. 40th. 8. March. 42.

If money is deposited with a 3d person, to be paid
over to party for whom it was deposited, cannot
recover it from a debtor. "lid. 14."

A person makes a contract to another of whom he
is not criminal in harm by positive law, he may
be bound by it (Sembl.) by positive law and he can not claim under it. The 21. Hen. 8. for an offence for a clergymen to trade. But if he trade, he will be bound by his contract as a trader. 1. Bk. 16. 11. Ch. 18, 12.

For the nature of a contract is unlawful, his making only is so. He only is the offending party, and the object of the law is merely to subject him to an restraint, not grant him an immunity. He cannot take advantage of his own offence, or the law which has violated.

So if one trade in smuggling, only, he is liable as a trader, by bankruptcy laws. 1. Bk. 159.

He can claim no benefit from such contract.

If the object of a contract is perfectly unlawful, it is void. "Tu est bon," no valuable end to be obtained. If no advantage to the party claiming. A agreement not to wash one's hand. 1. Pow. 271. 2. 1d not yet be so decayed and morality and be rooted on its ground. Not to shun. Not to follow a fashion in death. "Less non cogit, cogita ad quandam" unimpartial.

A contract of an antity injustice, a rest I place of 3d and 32d. persons is void. A person yet to have committed a crime, or to be guilty of any bodily defect of a person. Con. 120. 105. 3 151. 698. 3 172. 142.

3. Certain...

Hence, if a promise to deliver goods in consideration of 3d's promise to deliver goods in a short time, a promise is said to be void. Because 3d's promise will by consideration of 3d's uncertain and void.


But a promise to buy money without appointing any
any time of payment is good. It is payable statio,
1. Prov. 1180. for it creates a present debt and no future
time is appositeness for payment.
2. Tit. 124. 427.
So, if one promise to do a conditional act (more
properly a specific) and no time is appositeness, it's
said he has his whole life time, it is said to
perform it in. As to make a lease. To deliver goods.
1. Prov. 180. There is not it now he considered as
requiring performance in a reasonable time, or on
request.

But id certum est, quod reddi potest certum.
Hence if to promise to buy to A, whatever he
pays for me, to date, certain. For what he advances
for me, may be ascertainment.

41.
The Nature and Kind of Contracts.

All contracts are Executory or Executed. 1. Prov. 234. 2. Est. 443.
A Contract is said to be executed, when y parties
transfer a property to each other, together with im-
mediate possessor or owner, a present indefensible
right of future possession. As goods sold, paid for,
and delivered. Exchange of horses.
2. Est. 443. 1. Prov. 182. 175. 224.
2. One having land under lease, sells it to me ni
possession, when lease determines, and receives y money;
The whole agreement is executed on both sides.

Executory. are those where no property passes at y time,
or "nun present" but with are introductory for, separation
to an actual future transfer, or Exchange of property.
An agreement to Exchange horses must read,
an agreement to sell, grant, say De "nun future"
All contracts according to Powell are Express or Constructive, and Ampliative. 1 Pow 236. The usual distinction is into Express or Implied. 2 and 3. Before 30 latter.

42. Express contract is one in which parties stipulate in Express terms, what is to be done or omitted. 1 Pow 236.

Second. Constructive contracts are such as are raised by construction out of instruments or Express agreements. They are different from what y instrument "formula facie" imports. 2 They vary from y framed terms of y instrument, or Express agreement. From wh they are raised. This however is but a branch of Express contracts being raised by construction from y words used. Co. 1 137 b 48. fn. 2 Sel. 132. 1 Rev. Leb 24.

Thus a recital in a deed of conveyance respecting y Grantor's estate, th y subject amts in construction of Law. to a covenant or agreement yet he has a title according to y recital. As whereas 2d. y possess of Black acre for ym. to he assign. 1 Pow 237. 1 Leon 123.

Raymo 14.

So a recital in a marrage settlement agreement yt whereas a is to pay b. 1000 for y marrage portion. he was helden to be a covenant for y payment of yt sum. 1. 2. 3. 27 Co. 632. 1 Pow 238.

So an exception in a deed Indented, may amt
to a Covenant, as Lease by Indenture of a
farm excepting a particular close.
This is said to be a Covenant by Lessee. if there
close shall be not kept by y devisee.
What need is there of calling it a Covenant?
If not, excepted is not a covenant, but excepted
excepted not and not kept. It seems to be but
matter of description. 

Calh 120
43. But this now holden not to amount to a covenant

of Lessee shal not disturb Lessee's possess. if it

be. For Lessee is a stranger to y lease excepted.

But where except. is of some thing arising
out of y thing devised it amounts to a Covenant of
Lessee shal not disturb Lessee. & where mi it be
an Indenture. Pow 238
But where an an Indenture is necessary. 1 Sten
324. 1. Pow 241. 2. As Lease of land excepting a right
of Way over it. Lease of a house excepting a right
of usage out of wh y right excepted arises
and therefore is considered as

So of a reservation of rent io a lease amounts to
Covenants on y part of y Lessee to pay it. "As
yielding and paying rent." of 100. f. 30t.
1. Ru 132. 1. B. 246. 1 Bros. 242. 4.
So a lease must be in subject for Years amount
no rather guards Lessee y trees growing on y land
demised.

Now f. (PP) regard as Lessee
Contracts, all y Proceeding.
So if an obligation is annexed to a deed, and the obligation in its own terms shall be void, as a good condition but its words are so tinge'd, as such appear to be in intention of a party.

12. Implied.

Implication Contracts are those wh are neither expressed in terms nor raised by construction from terms used in Express contracts. But int arise from operation of Laws, out of the nature of the case.

As labour done, or goods sold which are express promise for payment. It contract to buy is implied. 1. Pow 245. See " assume " to one takes minor authority y benefit of an infant lands. There is an implied promise to account for you. 1. Pow 2446. Parent Child 1450.

So if one delivers his goods into another's house expressly engaged to take such care of same as requires.

As if a will take money on deed of trust made to promise to the wife being a minor to look to the estate 1. Pow 2335. If numerous cases of actions related that " taker of goods ", as founded on promises implied by Law.


If lessee holds over with tinge of patron from lessor, as former by implication of Law is considered as tenant from year to year. Pow 155. 29d. There is " tenancy agreements to renew y lease in ye manner. y 26(15) - y 16. 02. 17"
In Equity also contracts are sometimes implied as if purchaser of land having paid only part of purchase money, becomes bankrupt. The land stands charged with y residue. Purchaser is by an implied agreement a trustee to get cunt.

1. B. Ch. 423.4. 3. 334. 3. 257. 1. Pow. 33.18.

What if Security is taken for purchase money?

Contracts are absolute or conditional.

1. Pow. 236. 289.

An absolute contract is one by which a person binds himself or his property absolutely. Unconditionally. As in consideration of a lease covenants to pay rents, in consideration of money bond covenants to deliver a house to build a house. 1 Pow. 259.

40

A conditional contract is one in which an obligation is not at once enforceable but is suspended until some uncertain event happens or to take effect or be performed. 2. B. Ch. 132. Co. Litt. 201.

Thus if A agrees to purchase land of B. returns from United to such a day. y condition suspends y obligation to perform. if B does not thus return y obligation to purchase is annulled. 12. 2 Pow. 259. 32 1 9 8 1 0 9 0 6 9 9 2 0 8 9

To a promise to pay 100 $ to it. on condition of paying money in such a day. or not to conveying land by such a time. 2 Pet. 132. Pet. 1. Pow. 260.

If A sells to B on condition ye as a certain event. B shall hay for it $ 10. if no another event but y contract is conditional only y amount to be paid. only.

If A agrees to give B for his land as much as B
§ 48. But if a contract in these two cases, is differing of consideration in those two cases, is differing y prudence, is y same in both. In y former class y contract y prudence, y latter is the same. In the latter is the same, when y contract is void, void, and y condition lawful, y law won't enforce it. In the latter is the same, when y contract is void, void, and y condition unlawful, y law won't enforce it.

But ye latter rule holds only when y parties don't ye "have defect" or both prudence. Is means when y foils is not "utterly void." As if a mortgage is made to secure owner's debts. "Ante 38" in such case y contract is void and must be invalid, party is discharge.

No bonds or indentures or mortgages in void. The condition being unlawful.

No bonds for withholding Evidence are void. 12 W. 119. L. 84. 1 B. D. 184.

If bonds are a mere reward for consideration, diligent search. 182. 3 Corn 1862. Case of given bond. In y former case, they are an incident to immorality. In latter case none, but "remains null and void." It is void. "N.B. 77. 3 McS. 332. 2 Howd. 132.

All conditions that depend in a nature of a contract are void. No contract is free from condition, but y party shall not take a profit. The condition and law, and estate is absolute. 1 B. R. 596. 2. Len 263. 2. 263. 2.
**Conditions may be possible or impossible.**

Possible requires no explanation. 1 Pitt. 263. 4.

Impossible conditions are first, such as are so at the time of the contract made, or such as become afterward. 1 Pitt. 264.

First, If a condition possible at the time of making a contract, but have become impossible by act of God or law, is annexed to a contract, the contract is contract and avoidable by non-performance. Rule thereof, if a condition became impossible by act of God or law, granting 3 Pitt. 265. 3. 1 Pitt. 264. 6. 11 Mod. 268. 2 Pitt. 265. 8.

Second, if becomes impossible by act of God or law, to whom a grant is made, 1 Pitt. 447. 6. 1 Co. 98.

Co. 2 Co. 7. 1 Pitt. 420.

On ye same, a grant is destroyed or becomes void.

1 Pitt. 420. Co. 2 Co. 7. 6. 1 Pitt. 433. 6. As a precedent, grant.

Re. condition, ye Saffron, shall within 6 months go to London, on Saffron's business. Saffron dies within ye time. The precedent is absolute. 11 Mod. 268.

1 Co. 98. 1 Nov. 35. 1 Pitt. 446. 11

For, ye estate is executed and cannot be defeated but by default of Saffron. A cleric dei insignaria remini.

Quotidian, in other words, ye grant will be deemed good, an interest already vested, even if he has been guilty of some default.

So of a precedent in condition, ye Saffron shall, within 6 months, perform a certain voyage for Saffron. A voyage is then forfeited by St. 1 Pitt. 444. 6. 2 Bla. 218.
The text from the page reads as follows:

"He is then liable even before the time fixed for performance. For if a condition being executory, no advantage can be taken of it by the obligee, till there is a default in his own wrong. 3 Co 21 a. 11 "

The page contains a mixture of text and notes, with some handwritten annotations in the margins. The page references include "3 Ch. 21 a. 11. " and "12 Co. 21 a. 11. " followed by other numerical references that seem to be part of a larger text or legal work.
If a contract contains a clause making y party bound by y condition, and y condition is impossible, null, or clause is void, we must decide y condition is void.

If a contract contains a clause making y party bound by y condition, its operation depends upon y condition being precedent or subsequent.
A precedent condition is one that must be performed before a right or estate depending upon it can vest or accrue.

A subsequent condition is one on which a right or estate already vested may be defeasible.

Co 2. 2 Bl. 186. 4. P. 266, 266, 266, 266

Rule. If a precedent condition is impossible at any time, no right or estate, whether of estate or of use or periodic estate, can vest, nor can an estate of use or a periodic estate be defeasible.

Co 2. 2 Bl. 186. 4. P. 266, 266, 266, 266

If a condition being possible at any time, afterwards becomes impossible, no right or estate, whether of estate or of use or periodic estate, can vest, nor can an estate of use or a periodic estate be defeasible.

If a subsequent condition is unlawful, no right can be acquired by performing an unlawful act.

But if a subsequent condition is impossible at any time, no right or estate can be defeasible.

1. P. 266. 2 Bl. 186. 4. P. 266, 266, 266, 266

So if a bond with a same condition, a subsequent bond

For in the case of a precedent, no estate is vested, and in the case of a bond, "before the present" the void condition cannot defeat either.

2. Bl. 186

So if a condition was unlawful.

But in the case of a precedent, the bond

Recognize instead, if a contract is unenforceable with a debt of the obligation, instead of being undermined or endorsed, y what obligation is void. 1. C. 2. S. 1. Sect. 172. For then there is no "debtor in possession" no distinct personal part creating a debt. 18. present. debt. So rather in the nature of a condition precedent and must be so in effect. I think, in every case of 19. kind.

The common distinction between Special and Simple contracts, "See Consideration Next"

written and unwritten Contracts.

There is a distinction between these contracts introduced in certain cases. By v. 4 of Fraud and Perjury.


This is in my same subject was enacted in in 1771, and is, so far as it extends to y same subject, substantially a transcript from D. 5. L. 2. C. 3. 3. 234.

Similar to as most of y States.

Under v. 4 of Fraud and Perjury, y following contracts in agreement will not sustain an action at law.

or in Equity, nor y agreement or some note or memorandum of it, is in writing, signed by y party to be charged.

or by some other person by him authorized.

First. promise by an Est. or a man to answer out of his own Estate, for any debt or duty of his Executor or Intestate, such a promise not in writing don't bind him.

Second. A promise by one person to answer for y debt, default or misconduct of another.

3. A promise to [illegible] of Marriage.
4. Contracts to last of limited term or on termination of a lease, mortgage, or other interest in land. They are void by the operation of law at the end of the term or whenever the property is sold or conveyed. 4. J.R. 380. 3 30 13. 8 40. 8. Ab Grind 240. 247.

But if former are new holdings tenancies from 1490 to 1524.

On corn all land leases are now considered. At Conn 210.

5. Contracts not performed in one year from time of making same.

6. Contracts for a term of ten years or 10 years in one term at 30. 8th. At 30. 8th. At tendance or will be treating contracts in certain cases to be voided immediately.


8. The effect of an act is to present a bar of contracts of a description in Part 381, it being impossible there to anticipate an act and begin in doing. 8 40. 3 30. 247.

Thus if it be the case.


The effect of an act is to affect the security of contracts in the manner of Part 381, it being impossible there to anticipate an act and begin in doing. 8 40. 3 30. 247.

We have been told it if a bond had affected a person, his bond becomes all land here, it also affects.


The effect of an act is to affect the security of contracts in the manner of Part 381, it being impossible there to anticipate an act and begin in doing. 8 40. 3 30. 247.

Here are two authorities - Note Law (moment) 2 30 20.

11. J.R. 380. 7. 30. 200. 8 40. 7. 30.

The same note transferred to him personally (e.g. in his personal capacity) by effect. The same note transferred to him only at law according to court decrees for a distinction between agreements when consideration agreement under any. For a promise by Parol
A suit in equity must be made in equity, and not by extrinsic proceedings in a court of record. The doctrine is a dead letter. 

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A suit in equity must be made in equity, and not by extrinsic proceedings in a court of record. The doctrine is a dead letter.
The main part of a contract was indented, not underlined as a matter of style. It is of the essence of a contract to make both parties liable at all events. In all cases, when a promise is written, but not those cases only in which the promise has been liable on a personal promise. 7 P.R. 307. n. Prob. 242. 1865. 1, Sec. 126.

And to make a contract personally liable in his promise, it must have been in the existence, and form, not as it is to be. A contract must be written and given in writing, as the law requires. An agreement to be written and given in writing, as a contract, must have been in writing, as the law requires. Prob. 2, 42. 1865. 2-87 4:2 7

The contract must be written and given in writing, as the law requires. An agreement to be written and given in writing, as a contract, must have been in writing. 2, Sec. 42. 1865.

There is no contract as every writing here is in writing and given in writing, as the law requires. 2, Sec. 42. 1865.

To take advantage of an clause, if the contract must have been in writing, and given in writing, as the law requires. 2, Sec. 42. 1865.

1. Not necessary to aver object in an execution for promise. 2, Sec. 42. 1865.

Be sure to answer for a debt, as the use of an execution for promise. 2, Sec. 42. 1865.

2. In the case of 20, 42, 42. 1865. 3, Sec. 42.
Note: y cause because on Contingent
an original promise is not a
promise to pay another's debt, but our own.
Contingent is to pay another's.
A promise is void if not original. First, when
it is made for whose benefit it is made, and neither
at all (for same debt or duty) to y promise
so ye there is no debt in his part.

Ret. in Sc 209.


Second. When his liability the before running is
exinguished on a promise being made. Rob 223 4
2 Mc. 38 9.

Laws commonly Post. 5 when there is a new consideration
arising out of a new transaction of sub judice
and moving to y Promoter Ch 5. 131 2.

So if y original debt is only a measure of what
is to be paid for another's debt. 2 East 326.

For whenever y have answer either by your delinquent
a promise but in consideration of law or in effect
to answer for y debt of another.

But when y promise is a subsisting
continuing liability (for y same debt or duty) on
a part of such 3 persons or to whom credit for his
i.e. when y promise is to furnish an additional
security or remedy) it is collateral and therefore within
y Statut. And these distinctions, see

For in all such cases y promise is in effect to
answer for y debt of another.

First. As it is a Merchants' dealing goods
to B and charge you to me, or deliver you on
my account, or deliver you, and money being
you, y promise is original, for y Cant liable at
all. It is y original debtor.
It is not a Promissory Note to answer for a debt of another, but his own.

But if it had said, "delivers the J.P. [not Captain]" and it be not paid, I will," it is collateral. Comp. 225.

Here the intent is, to have the debt discharged in full of the receiver. And therefore it is original, as also a promise in and of its nature is of course collateral.

It is therefore a promise to pay the debt in aid of his liability and to secure credit for him.

To satisfy my master's claim with bread, and if the bread be paid, he holds the collateral; or rather, according to latter reasoning, "prima facie" to because it appears intent as in the last case. "Calle 58. Contra obiter." Citeur 8 J. P. 80.1. Rob. 223. L. May 224.


La Mansfield says, et quae non nisi in delinquens, et quod nos non nisi in delinquens, then being no liability on the first person. Citeur Cow 228. 91.

This opinion however has never been overruled. Cite 81 Rob. J. P. 80.10. Sede hanc, an in quibusque construction of a promise suit, correct? If in other words, and if intention is not, yet Promisor shall be made a debtor, in my first instance, at any rate, he must hold it, when a promise is in full term, to be in court or collecting a judgment are at liberty to consider all of circumstances. Cite 91 Sed 3. 1 Bet. I. 158. Rob. 212.

If supply that a Seaman bound to Canton, with necessary for journey at the end of 3 months, We are you paid. In a Seaman having no fund or means of paying here.

This is committing original, as evening, an understanding at a necessary, must be charged in the first instance to a Promisor.
"If you don't know the one knows me" and to some
more you write, "I will not entertain" be it in a poet
verse, "the" many elegant intents.

Rob. 210-11. 2. 2d. 8d. 2d. 10d.

To a promise by me of an consideration joint
leading a horse to 7d. I shall deliver, I to be collateral.
This is plainly made taking for a default of another.
I know how much, Rob. 222. 7d. 10d. 21d. 21d. 3d. 5d.
9d. 13d. 15d. 19d. 22d. 28. 3d. May 1083.

20. Notice if he would not be liable, be of A principal
B. in fact consents & I shall pay, and if not do
so (A) will, B. not being bound to it
as promise in substantially original, and is from
collaterally, i.e., it must liable at all. As if let me a
horse and by shall pay you." If he don't, & will,

Rob. 223.

So if an agent buys goods at another, and don't
name his principal, an agent is bound in the writing,
for the contracts for himself.

3d. H. 1883. Per rot. 213.

"Semble" to make a promise collateral to another
of a person for whose benefit it is to be that not
only be liable on some consideration, but if he shall
become liable at the same time, it is their promise
is made.

And upon some contract, with a promise made
in a sum, is to two last words.

If after goods are delivered to B. at store the D.
charged to pay he the contract in say, I give my
promise to order original. It may not liable, when
promise it. But as a General rule, a promise
of a person shall be an act, for not doing at.
he not be, liability is collateral. 6d. May 1083, 6d.
Rob. 221-223.

As promises is by one of several between already liable.
It is original and not written, ready for it and
the pay duty of another, the promise it may occur by 1-2. Rob.

2. Pruss. 3d. 5d. Mod. 2. Pemb. 4. Rob.
When accounting by declaration, unless to clear debts, a promise is original. (by common action of Indebtedness)

The promise is original. (not statute of Special agreement) is for breach. For Promise is original creditor. Credit
nenone prior is collateral. Hence a Partial declaration

is receivable, herein a written collateral promise

for he is only a guarantor.

Secondly

1. promise in consideration, yet promise will extinguish a debt due to a 3rd person, is original. For it must
be not in aid of a continuing liability in 3rd person, or he obtain except for him, 6 6th that
bond and 8th day of debt. 34th 1858. arguement

submitted in 6th. Sent 6th. 133.

P. E. can have any rule not correct?

What is Promise to buy? (note 14th note) is
extinguished. The former debt is 3rd in only a reason
the amount to be paid, in a rule of damages, and
consideration is purely equity, it being disadvantageous
in Promise.

Whence Promise is purchased if a debt of another, his
promise to buy for it is clearly not within

6th. 14th. 130. 2 East 525.

This is a promise not to buy a debt of another, but to buy for a transfer of it, its transfer to

the. 6th. and 8th. day you a cent of it, like

a promise to buy for any chattels purchased.

see T. 62. 6 for a Rule.

J. vii

where lands Lab came to

arrest. Landlord's goods for rent. Diligent, to whom they

had been assigned, promised to pay & rent.

if landlord not not disturb. Collect. good,

Thence remained liable.
Wilt have a sear, ask he gave us at favour of Def. in this promise to pay. 3 Burr. 1830. 3 Ebor. 86. 1. to 121. in Ped.cri. 2. 2 East 325. 3 East 320.

The consideration arising y last time out of a new distinct transaction Y moved by y promissor in y abandonment of a seer (wh was a valuable consid.) interest in his favour. 2. Burr 1880. 1880, 3 Burr. 232.

3 Ebor. 86.

Swas in consequence of y fund being disencumbered on y favour. The debt was only y measure of y sum to be paid. Like a promise to pay another for recognising y le Promisor.

Rule 25. Ed Ray. 152. 3 East 56. 3 East 320.

4th. When one is under a moral obligation to pay for a benefit received by another, if Past promise or y former is original promise bind him. As medicine furnished a pauper, a overseer afterwards promise to pay for it. y promise is binding. Not treated as a promise to pay another debt.


Miscellaneous Rules.

A promise to pay a certain sum in consequence of promise not rendering a certain sum to Def. for assault and Battery. Has been held original for there was no debt due from Def. If didn't happen ye there was any default. in him see.

1. Mil. 303. 7. Kid. 204. 2. Bay. 217. Ped. cri. 314. Rob. 208. 23rd. 2

A promise was not for performance of one duty. Def. was never liable to pay a particular duty promised. or y particular duty wh y promise was intended to create. "ante. 65" There must exist in a promissor a debt or duty ascertained or capable of being ascertained at y time of y promise. (Rob. 112) To bring & present case within y Stat. "ante. 65" 1 a 3 to 30 Mile. Ab. 205. 53. 4.
But a promise to pay in consideration of Principal resigning a chattel boot to P.P. for a debt in Collateral. The debt subsists in P.P. by no interest or Uses assigned or abandoned as in other cases. by Promiser.

2. 403.

And a promise in favor of Promiser's abandoning an action of Breach, no P.P. by Promiser would pay of damages, in collateral, within by F. 2. Day 403. Same duty. It is to pay a same & damn which is liable to pay. 13. a stake of 1.000.

Suppose y promise to be in favor of Promiser withstanding a Suit, as it not be good in Eng. as Breach, as retractable. Which ever to bring another Suit. 2. P.B. 296. For it P.P. liability in extinguished. In Court. not good, y retract has no such operation.

Promise to pay P.P. debt. P.P. would release P.P. taken in those processes in collateral. Respose for y debt continue, P.P. may be answered again. See P.B. 296. I conclude it he had been taken in final processes, I was released. For releasing him not discharge a debt.

Some have supposed if where there arises a new bond, a bond, promise he answer for a debt of another is good. Whether y consider moved to promise out of a distinct consideration or not.

If an y debt is discharged or not. 5. Bove 1887. Amb. 680. as for beance of a Suit. 2d B.B. 1887. 2. P.B. 9. into y int Law. 2. (last page) and 2. 58.


7. 7. 200. 201 7. 7.7. 200.
In a bard promise, not to be paid at & sued with
consideration if it were new good, whenever there is
consideration & that would have no effect and the
promise is in writing it is not effective.

A written promise to pay a debt of another, if he does
not, is discharged by performance granting performance
on y debtor. There are in a legal understanding is y
creditor is to collect of y debtor, if he can.

A written promise by y creditor accepting a
conveyance of bond, will prevent a assignment, be
underplied in a manner find untill it.

A written promise is not made void,

When according to a debt, value a promise made to
written to be binding it was necessary in declaring
be more effective. If it appears

of the mere contract a new rule of pleading at

2 Ed 214. n. 0.

74. This rule holds as to all contracts contemplated


Demurrer to a declaration confined a form of

writing. 1. Bot 137. 6 503. n. 0. Yar, 

it cannot be collected unless by a

To make a contract to render in bar of

another act. Rob 202. n. 2. Rob 40. 6 217. 5 402.

Greater certain is requisite in a bar in a declaration.

But no certain in declaration as well as in pleas

A contract by Part to pay a debt of another, and also to come, and bring, is void in reality, and if one entire part of a contract is void, y where is the 2d, 3d, 4th to be declared upon.

3d agreement in consideration of marriage.

72. This clause relates not to promises to many, these are good in Part, Prohib. 1. Ed. 65. 411, rendered.

It relates only to agreements in consider of marriage. 1. Such as are made by way of solvency, settlement, or provision. 1. Barn. 238. 1. Ind. 174. 1. Penn. 274. 1. Ry. 386. P. 32. 1. R. 130. 1. D. 17 618. Pro Ch. 520. These to be binding must be written and signed.

1. No exception; 1. D. 17 618. 1. E. 386. 1. C. 130. 1. Wh. 574. But such stipulation makes no difference, T. 3d, and don't take y case out of y Act.

73. If, however such stipulation is made and is executed of it is prevented by a fault or either party by marriage, it takes effect. Equity will enforce y agreement. 1. E. 386. 1. Wh. 574. 1. D. 17 618. 1. R. 130. 1. T. 30. 1. D. 17 618. But ye is done by way of relief to fraud, P. 300. 1. e. 48, y agreement being 3d means of relieving vs fraud.

And a Part promises to make one or more in consideration of marriage is a ratification or Part to support a settlement, made in consideration of it, or to do after marriage, or to event a promise in writing after marriage.

Mary J. was not made y contract by Part void.
but merely presents a proof of it by sworn testimony in support of a suit.

A letter signed by one party is a true warrant in this State.
2 Box Ch. 32, 3 Do 313, 1. 1st Ch. 131, 1. 1st Ch. 331.
1st Ch. 360, 3. alts. 3Do 303 1st Ch. 301, 1st Ch. 387, 1st Ch. 387.
But it must appear yet another party accepted a terms contained in a letter and acted in contemplation of y term in proceeding to marry. Thereby it is binding. Thus where y party to whom letter was sent was ignorant of y terms contained in it at y time of y marriage, it was not decreed.
As where a hoste a letter to his daughter wh was sent shown to his intendee (wife) 1. 1st Ch. 131. 2. 1st Ch. 303. 3. 1st Ch. 301. 4. 1st Ch. 133. 5. 1st Ch. 301. There was no agreement.

4. Letter written to one an Agent stating y terms 14 of an agreement already made by Party had been held ... rates. 3 alks. 303. 1st Ch. 121. This is not a written agreement in a written Memorandum of it

Post 32. 3. 393. 2d Ch. 303.

It must further distinctly y terms of y agreement Jesus to ascertain. 1st Ch. 360. 1st Ch. 73. 1st Ch. 428.

1 alks. 2. 1st Ch. 230. 1st Ch. 106. 101.

4. Contracts for y sale of Lands & any Interest in them. 1st Ch. 57.

Lands &c. A thing annexed to land, of sole

in contemplation of securances, and within y statute.

1st Ch. 52. 1st Ch. 230. 11. 1st Ch. 332.

1st Ch. 428. 1st Ch. 73. 1st Ch. 428.

3 Day 476.

And a Party agreement between y owner, any one occupier of Lands, y't each shall have a certain part of y crop - is good. Semble. 1. 3d Ch. 287.
For a rent ant condition as Land. By & for
To Carre. Leases for 3 yrs are good. Such agreements
however appear to be good independent of it.

Common law under a contract and a Parol
contract are bind or not. If it was part of a
agreement, yet it that be written 1. Prov. 27. 83.
Necm. 1. Ec. 140. 1. C. 140. Now settled that a man now
make no difference. 1. Prov. 28. 3. 1. Prov. 14.
Necm. 221. 6. Rob. 47. Pr. Ch. 402. 2. Pesh. 52.
Sec. 445. 6. Pesh. Ch. 48.

It has been held in Court, it Parol promise
to pay for Land not, is good. But our courts have decided
there dower is 1st. law don't visibly a promise
to pay the value. 1844. Thee decided. in Court
to go a bond agreement by Grantor at a time of Grantor
to pay for any deficiency in a supposed Covenant
was written & that 1. Rost. 77. 3. Contra. 6. 1. Sec. 32.

Suppose no obligation given for purchase money, might
not amount to be had. It would contradict no writing.
and 1 subject matter of a promise is only money. But
bonds agreements for land are binding in some cases a
that not contrary.

Such agreements are good of under a half of probable
consistently with a Spirit of a trust, and a sense of evidence.
Here is an inherent probability in any contract. The difficulty
is no proving it. The Act here merely introduces a new rule
of Law to prevent Fraud & Confusion. 1. Pesh. 87.
y that ought to be literally observed. 1. Rost 601. 1. Rost. 87.

First

When there is no danger of fraud, or proving, in enforcing
an agreement, yet case is voided not be within & Spirit of a
act. As if in a little clock for a Specific performance
of his own, confessed & agreement, no danger
of some in replying & acting on such bonds.

Besides, says Mr. Dav., I, contract is in writing 1799.

An answer, 12 T. 1297. But yet another reason. On the case, if my client isn't where that he is, he's clearly bound.

So if he knowably, submits to a decree of performance, 1798. And if he alleges a written agreement this of a bond, only will be good. If he does not resist on a plat, 12 T. 129. Here as he first example if he (admitting his agreement) neither on a plat. The act, can the agreement be enforced, enforced.

That C. and decree it, Mr. D. 1798. I had not existed, nor not performing it. 2. Alle 297. I don't want evidence 2 Axe 154.

in my behalf, by pleading. Yet he knowing confessed, agreement in his answer. 12 T. 129. I, was rendered, also 2 of my agreement deeded. 2. B. 57. 573. Pers 208. 374.

In 4. B. 57. 573. nice hand down generally, if no agreement is found in my behalf - according. Contra at law. 12 T. 129. I, 1798. He having confessed, agreement by answer in my behalf. 1798. In my agreement. 2. C. 57. 573. 6. 1034. 373. 1298. 373.

In 2. B. 57. 573. 1298. I, 1798. I, of my behalf was shown by ed thorow. The agreement wasn't denied but 1798. decision was on of tender circumstances of case.

But 573. They agreement was incomplete — only general heads by way of instructions to alleg. particular, mostly not essential. So the question was taken. In 1034. 1298. 6. 1034. 450. 322. 208. 573.

A view if any agreement wasn't confessed. It remains.
And if a be knowing y agreement to be by lawe can enforce in one case, why not in another? All little dangers of doing so are made as it were.

It is also a question unsettled, on a def at Chy on a bill for a specific performance of a valid agreement for y sale of land, is bound to confess or deny it in his answer? 1 Tant. 168, 70. Decided by the Mansfield, at Chichester, at his in. Case cited by Sir Thurlow. 1 Soc Chy 176. Mansfield 211, 2. Boll 168, 70. 2 attb. 165. 4, 365. 24, 24.

Sir Thurlow is of the same opinion, and yet y only effect of that, as to proof of y agreement, is to prevent y Pet from knowing it. Almone. 2 Soc Chy 176, 70. Tant. 170. Boll. 170. 7, 170.


Because compelling a def to answer a bond agreement lays him under a temptation to commit perjury. What then? Don't y put the question held in y every case equally. ni wh def ni Chy is bound to answer? y Perjury by def, is not what y Stat. intended to prevent. Besides y Stat. may in no case compelling an answer, if y agreement is written ni wh case y def is clearly controllable to answer.
In Chy. 5. 21. 27. 28. 33. 34. 38. 41. 42. 56. 57. 58. 59. 70. 71. 74. 110. 118.

In this case the law is that a band agreement is taken as a deed of trust until the band is broken. If the band is broken, then there is a breach of trust. If the band is not broken, then the law is as follows.

According to Blackstone, there is no danger of breach of band. If both parties agree to a band contract for banding of land at a certain date before a certain event, the contract is binding.

1. In Chy. 33. 4. 1. 271. 74. 110.

This case is how a band agreement can be broken. If a band contract between two parties is agreed to, then a suit between the parties can proceed.

3. In Chy. 33. 4. 110.

Again, in the case of a junior band agreement respecting an interest in land, if it is impossible for the land to be sold, then there is no danger of the band being binding. The sale of the land is not necessary, but the vendor at the time gives an obligation to band, and any other terms of the contract remain in possession. If at a later date, the vendor fails to pay the rent, then the interest in the land.

From these facts, it is seen that a trust is implied in the band, and he is consider as the owner of a junior band agreement, and it is entitled. In Chy. 33. 4. 271. 71. 27. 110. 34. 56. 70. 71. 74. 110.

In Chy. 33. 4. 271. 71. 27. 110. 34. 56. 70. 71. 74. 110.

In Chy. 33. 4. 271. 71. 27. 110. 34. 56. 70. 71. 74. 110.

In Chy. 33. 4. 271. 71. 27. 110. 34. 56. 70. 71. 74. 110.
2. Other exceptions to a General Rule, inserted by us.

If a party is admitted to a benefit of an act made to prevent fraud, upon a false execution, such a conversation
will not operate, and exemp. i.e. 1. 3. C. Art. 4. Pro. 234. 1. Pro. 14. 2. 4. 2. For a act or to be liberally rebound.
1852. 6. 6.

That when a party be not performing a
purposed agreement, will be a greater fraud, on which
we may readily from a mere breach of an agreement itself.
We generally hold to it in this. Ceb. 134. 2.

83. Therefore a bound agreement performed or partly performed
in one time, at a request and with y consent of
the party, while taking it later. The act aimed to be to
be 28. y. 3. Enter a money leads and agrees to
will be in every cases, until abandonment, by contract
is entered in the 10 Texon. ex Tesa.

1. 31. 172. 1. 36. 100. 1. 78. 3. 1. 18. 13. 1. 37. 187.
1. 39. 3. 163. 2. 1. 173. 2. Pro. 28. 3. 1. 2. 5. 3. 3. 5. 5. 1.
4. 3. 34. 3. Whenever aINSUIT (not advantageous of his own fraud.
for his accepting or permitting part performed by B, not
intending to perform himself) is at whose a fraud.
3. 11. 177. 2. 1. 3. 1. 18. 1. 31. 5. 31. 5. 31. 5. 31. 5. 31.
Besides, it acts done after comminute Evidence
of agreement and shew y danger of bringing in evidence.
1. Pro. 234. There can y circumstance has any operation.
1. 34. 28. 3. 31. 2. 8.

Where such case, an agreement has been enforced
out y term, of it were not barred itself. by a parties.

Delivering possession of land, in performance of a bound
agreement, is a valid part performance by tenant.
2. 1. 58. 1. 36. 1. 19. 1. 36. 1. 36. 2. 2. 2. 48. 1. 34.
3. 20. 32. 1. 10. 783. 1. 33. 1. 783. 1. 34. 1. 783. 1. 74. 3.

1. 2. 37

A custionario to co, a purchaser bring lot into possession
but builds on larger improvements. 1. 36. 50. 1. 36. 1. 783. 1. 50.
And a Parish agrees to Part performed by bender, will be deemed as y here of bender. 1. Prov 245. 2. after 2.

And 334. But to take y Parish agreement out of E flat, as y 3d point y act done must be such as make a regular part dealing, unless y agreement was entered. Hence Part performance by one of y
Parties not entitled to settle on a Lease. Page 57.

...and any action to have been done to hard performance must be taken or agreed to or such as in...opinion of it would not have been done but with a view to perform any agreement. Unless as if now considered as being performed. As above concluded to take a new lease and continue in possession.

Johson on possession. This meant such a part as to take & case out of & into. See only remains only if he was before. 1. Pro. 309. 2. Br. Ch. 361. 3. B.C. 378. Roberts 139. 175. 176. 1. 4. 9.


Giving 100th or value, (ante 84) shows giving direction for conveyance. Going to write an estate to these are merely introducing or accident to a conveyance. Page 34. 370. 3. Hands. 10. 30. 4. 1. Tonk. 175. 1. Br. Ch. 412. 334. 3.

* Marriage of itself not concluded as a hard performance. A Want agreement if we consider a marriage. For it...in such marriage. They are not to have effect. My marriage taken future. To consider marriage

But as a hard performance, dispensing with written. I would like every case out of by that and have

2. 74. 4th agreement.

But it's said if a hard contract, as a marriage, by a 5th person, as a tenant, to one of parties is taken out of a hard by marriage. If it takes place with her consent.

Jones a fraud would be affected by parties by marriage. 1. Pro. 209. 2. 3. 3. 3. Pro. 207. 8. 30.

To order a wife was allowed by her husband to receive interest of a certain sum during coverture, not be had before marriage, agree to settle to her separate hole.
So cutting down timber in presence of a marriage agreement may hold a party, to perform or make repairs, or to perform, 3 & 4 289, 293.

Upon the same principle, it may happen, even a marriage agreement, a contract respecting an interest in land, or in any other interest, may be enforced by Nolle and Peasst agreement. 2 & 3 289, 293.

A party, refused to execute a contract, according to agreement, 3 & 3 289, 293.

Sure cases of a Marriage 3 & 3 289, declared to to contents of a deed. 3 & 3 289, 293, being a necessary means of proving a contract.

A bond contract of any kind may be enforced when its only evidence to an action for fraud, 2 & 3 293.

And pry, agreement is but an agreement of means, reason is effective.

For, as any agreement is only showing a manner in which bond is practiced, and may in effect prove
much of land itself, the action for a conveyance to appear
with be a Case of Land.

The same may be done in a case of a mistake
in a Deed.

As a written agreement (not under) may be
enforced by a Writ of a Replevin, in a writ of a Quo
Warranto, the later was discharged, by
Warrant, etc. The Rule is Remedies to Equity.

In Comp just for an agreed sum on
a parcel land and a licence to rent may be given
in the last instance of damages, 3 Bl. 135, 258,
2 Bl. 239. 4 Bl. 235. 1 Bl. 54. 3 Bl. 263. 3 Bl. 265.

As a Land contract and not in a rent, the
right resides, 3 Bl. 20. 3 Bl. 284. 4 Bl. 234. 2 Bl. 284.
3 Bl. 234. 1 Bl. 237. 6 Bl. 324. 11 Bl. 245. 3 Bl. 125.
3 Bl. 125. 2 Bl. 234. 1 Bl. 234. 2 Bl. 234. 1 Bl. 234.

The remedy is ejectment and a higher remedy, demurrer as
my opinion.

In Comp such as a fraud, does not create a tenancy
at will. It is a mere licence, but not like in a
conveyance of a lot to a tenant, 5 Bl. 228. 1 Bl. 228
must be done in a case, 5 Bl. 228. 1 Bl. 228.

5th, Contract not to be performed within one year
from making, as in the act 2 fo. hence.

Holden et al. clause don't extend to any assignee
concerning land, 1 Bl. 230. 1 Bl. 230. 5 Bl. 107.
5 Bl. 32.

Because it supposes a conveyance done not to be created by
the clause. They are generally of no effect, whenever
the contract is performed. Suppose there a Dand contract of
a parcel of land not to be executed
within a year. Confessed or partly executed, it,
Bundling Concluded. 1. Print 89.

When a performance is to take effect on a contingent event, whether or not it will happen within a year, a contingent event within a Statute as in a return of a Ship, Case 260. Bull 3 P. 260.


To be paid on 12.3. Enamoge.

Ski 313. 2. Ray 31. 17 673.
Agreement or Note or Memorandum in Writing?

Any writing I suppose is intended to furnish evidence of an agreement or note or memorandum, within the state of the law in that case. Therefore a letter written to one party is a note to the party to whom it is written.

A Letter is one own draft, or stating or terms of an agreement made, held over letter. 3 All. 74. 86. 1 Rob. 121. But it must distinctly furnish a terms of an agreement. There not binding.

But it term may be made certain by reference to another written agreement. 3 More. 270. 3 More. 363. 1 Rob. 121. An agreement to convey for a sum will not convey. An agreement to convey the same property on such and other terms will be a certain deed. 3 More. 360. 2 More. 102.

Parties must also appear. It is then party accepted or term and act a party upon. 1 Trench. 178. 2 New. 185. 1 Pro. 287.

S. j. Med. 3. Seems there is no agreement.

When a writing refers to something extrinsic it is to make it certain, if a thing is not made certain by a writing referred to itself, no hand nor is admissible to make it more so. 1 Rob. 108. n. 1 Rob. 326.

As referred to a deed, it need not be certain if subject to subject a thing, agreement for uncertain. An advertisement may. 1 Rob. 18. by one of a hearing and containing a term is a sufficient note. 1 Rob. 367. 3 Pro. 121.

And is considered as notice of a promise. 1 Rob. 66. This agreement is required to be in writing. 6 Clad. 10. 1 Rob. 106. 20. 6 Clad. 38. Seems as to Conformity for a Sale of goods of value (under y Eng. 84.) note or memorandum.
of his bargain only is mentioned. 6 East 39, 3. Rob. 17.
Agreement is not mentioned - Bargain construed as a promise (Temple).

An Instrument intended as a deed and having to stand as such, from any omission of some requisite to be a change in a relative situation of the parties may be considered in Equity as an agreement - as a lieu of an Agreement.

4 Lord 6. 21 H. 42. 21 H. 42. 21 H. 42.

Being a "debt due on account" as a kind intended by law, may be done under a deed or custom, to be written as our St. Law requires.

An Agreement imparting a liberty of absence of one of the parties, hence a more writing in a Register book, is no lieu of an agreement between Land Lord and Tenant. 1. Brown 497. Rob. 169.

Signa. What?

Not only a subscription in writing from but a name of a party to be bound written by himself or an authorized Agent, or any part of a Instrument, if intended to give authority to it in a valid Writing. As if A. B. agree in writing to sell him D. here & not subscribe to same. "Devise for" 3 East 113, 114, 115. 2 Clock 103. 1 Rob. 3, 3, 3. 9 Thos. 572. 1 Bos. 219. 1 Knoll 167.
3 Rob. 1, 85. 6 Rob. 2, 212. 2, 23 H. 239. 1 Rob. 110.

Jesus when a name written in a body of a Instrument is not intended to give authority thereto. A B having agreed to lease to D by Part, wrote nothing for drawing 3 leases in those words. A lease to be remain renewed. A to pay taxes. This is no signing by A. His name was inserted merely to explain the subscription - that to authenticate y Agreement.

Some part or some form of an instrument, was not intended
as such.
It was formerly supposed (at seeming) of the parties
making agreement with his own hand in my draught
and Agrent was a date, signing 1. Tim. 221. 1. Titubl
1. 166. 1. 130. 284.

But only, signature as a subscribing witness, he
knowing, or contents is a date, signing, to bind him
in any stipulation, recited in the writing in his part,
As when marriage articles reciting St. of both of
one of the parties, is agreed to advance 1000 # as
a portion, and subscribed to her as a friend,
she was held to bound. This is not so firm a bind.

The subscribing parties in such case may be consi-
dered as having adopted the agreement as his Pro. 123. 4
or at any rate it may be considered as a Note or
Memorandum.

Who must sign?

Later of or party or parties. Specified if there is Eve-
ry incurrence of it. He is bound to agree, and because 2 he signs it. He is himself, not.3
Pro. 118. 124.

In a last case this and if 2 also a bounty, for
beneiting 2 he signs, made 3 subscription in signing
Allentown, by it. And a signing is a breechment of
one party is equivalent to a signing by his agent.
1 Prov. 287. 1. Eph. 23: 10. 2. 2. 3. 22 12.

here. But it not a signing in his name, and
does not import to be a signing for him.

At a signature of a party, not signing being a
little for specific performance. So it stands. it seems for the plaintiff, assuming, virtually, affirming a present, so to himself, Dec. 31, 1828, 124.

Doubtless it would not suit in each case, where in Def., but upon condition of performance. p. 289.

As another instance, subscribing another broker's name to a condition of sale, it will be sale, signing, for both parties. On this subscribing he is said to act as agent in both.


Alter, when subscribing another is in interest in land, there's a person who own. not must be in writing, name subscription by an auction is held, do. 3. 1821. The same cited more of a second crop of land.

It has been doubted an sale by public auction, if are contemplated at all by a will. The transaction being public, and therefore no danger of being.

Rule 236, 3. 1821. 236 & 237.

But it don't appear by any direct authority or by any reasonable rule of construction of such sales stand on a footing different from other.

A broker's name may be a party signature. John, Dec. 24, 1824. 2. 1821, P. 238, for a name is known to his procurent and broker or rather deliverer, as his signature.

It is not necessary yet a authority of agent signing for his principals that he in writing. The it requires yet only an agreement to be in writing. Signed De.

"Dec'd 36" 3 1821, 428, 9. 1828, 231.

Not necessary that, identical contracts, if be identical contracts, if be signed. Date it, acknowledged by a writing if it is signed. As Letter to his own agent, stating it is long,
The bare writing an agreement made by parties own hand, does not dispense with necessity of signing. 
(3 Br Ch 312. Pol. 121. 3d. 517. And telling above) 100.

If the consideration to support a contract, 
A contract is an agreement within sufficient consideration to do or not to do a particular thing. 2 B442.
According to ye consider 2 is of evidence of a contract.

Consider 2 is a material cause of a contract. Yet ye consider 2 is on account of wh. each party is induced to name his agent (1 Pol. 328. 2 B448. 4v.)

There are 2 kind. Good and valuable. "Deed 18" 
1. a good consideration is ye kindred or natural affection between near relations. 2 B223. 444. 
3 Co 83. 1 Pov. 361. 1 Item 425. 1 East 33.

Such a consider 2 in contract executed is valid as between y parties. As grant by deed from father to son. 
i.e. consider 2 of natural affection.

But as to creditors and purchasers generally deemed 

101.

And executing contracts or such consider 2 may be enforced in Chy. in many cases. 1. Pov 361. 5. Item 427. 
2 21. Pov. 17b. 2. 50. 17b.

2. Valuable - this consists in something of a pecuniary value, as money, goods, labour, marriage, lands.
2. B427. 3 Co 83.

Indemnity & promises for becoming surety be,
1 Burn 482. 483.

Contracts on valuable consider 2 may be made in either of 4. ways. 1. Pov 333. 2. B444. 8.
I By stipulating thus, "do ut des," as on farm,
in bonds or promises, calls on contracts, &c., is implied to pay, &c.

2. Sacris ut Sacris, as when labour or service is to be
performed on both sides, or forbearance on one side only,
some act on other, or mutual forbearance.

3. Sacris ut Des, as an act to be performed for
reward.

4. Do ut Des, a counterpart of a last, or a
last inveterate, as giving a agreeing to give some thing
for an act to be done. 2. B.C. 444, 5. 1. P. 2. 3076.

Contracts under present price are divided into

A Special contract is one which is entered into,
and evidenced by Speciality. 7. by deed or writing

A Simple contract is one by which it is not reduced
in writing, but not sealed.
A contract in writing, but not sealed, and a part
contract are upon the same footing in point of validity.

An ordinary, indeed a written not sealed,
A mere list or a verbal contract.

Sec. 1. Written in dollars, certain $., and a number
or contracts, an deals is not one generally hearing
in Speciality. And q. by law relating to contracts, appears
commonly, as said, here a written contract, not sealed,
as well as those sealed. If they contain an express
promise or covenant. 1. B.C. 373. note 60. C. Lit.
(1st 1810) to be done as to a tenant of a
lodging.

On, in order to an execution agreement by Paris and
This contains a fraud on 3° person.

But at C Law merely reducing a contract to writing
does not give or necessity of consider and as I conceive
yet in strictness and in the judgment of Law, a consider
is necessary to y validity of a sealed Instrument. Especially.

No. 785 Pld. your need not prove a consider 2d and 2.
and cannot at Law, aver y want of it. For 1st from y
validity of Instrument, a consider 2d in Assurance. Every
man estopped t. deny he own deed. 1 Plo. 333. Plo.
308. 3 Burr 163. 1 Ten 6. 534. 2. Pe 446. 209.
and Presume 3dly any bound to prove one 2d.
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A condition may arise, but has been raised, in only one of 2 ways. I 1st from something advantageous to my being something or undervaluing, or from something disadvantageous to it being in whose favor. 2d. From no advantage at all. So far as the power, it is evident that the power of two nave

First from something advantageous to a Promise.

So it consists of my selling and delivering goods at 3d day. So promised to pay hereafter. Then it consists of something advantageous to him.

The quantum of consider is immaterial. It does not in any instance regard proportion. Value is more important. As a hermaphrodite, 2. 1 Cor 123. 2. Power 152. 3. 2 Pet 3. 3. 1 Co. 230. 2. 1 Pet. 3. 18. Value of a mark because of no value.

Nothing is mentioned of one and another such, contains in Law; 1. 1 Cor 335. 2. 1 Pet 24. 2. 1 Pet 25. Or E. 206.

But any thing however, being to be done by him in whose favor, y agreemt being made, is a lease, consist. If it is paid to C. Clay agrees to C. Bent becomes due. I promise to pay it. If it will show him y lease.

Here showing a lease is due, and serves as an action on y promise.: 1. 1 Cor 323. Or 1 Cor 627. Or 1 Pet 30. 4. 272.

The mere relation of Leasehold and Tenement is a duty consideration. for a lease. A 1st to claim duration. Des to be tenant, and the consider of wh. he promised to carry away.
As a consequence of the General Rule as to a 2. mode
in not and consider may arise, to also a general rule
yet a contract with substitute by a consider alike the
past and treated. We as consists of mis having
bail my tenant, as discharged me of a sub had
built me a house grate, I promise to pay
this want landlord. There is one substituting consists
an advantage arising be either in consequence of
Priorities. I for promise and I assuming kinds of
my consider.


But for a part my consider be least one executed
yet of a part is substituting, my contract may be good.
As also we consider yet Lessee had occupied and
paid rent, promise to save my better harm less
future. This is good. For y occupation and rent had
been part, yet y Lessee was to continue in possession
and pay future rent. 1. Rath 33. Gro Cliv 94. Gro Ch 449. 3 Pab. 96.

The general rule in page 16. is the narrow bedding. E.g. y
and y rule yet a part consider will not support a
contract, is now somewhat relaxed. Gro 833. 3 Burr 67.

Thus a contract on consider part and executed is good.
If there was a previous legal duty in Priorities.
As of one in consider of previous indebtedness, what
caused by Le of Lessee, assumed to pay this good.
So more one in consider of Riff having been his

1. Prow 390. 4.
2. Benm 138.
5. Burr 16/12.

So where there was a moral obligation on the master, the master condescends to pay an indemnity before putting his hand to a fender.


So a consid. past will subject a creditor, if a consid. proceeds at my request of the master, for a contract the subsequent creditor himself, with my previous request, by relation and erry operates, as if made at a time of the request. As promised to pay on consid. yet Bible at my request has bailed my servant.


It has been held, yet a mere strange to a voluntary act, done by another cannot support an action in his own name, or a contract found upon it, for he does nothing advantageously to himself. He is a stranger, to y consid. We in consid. yet Bible will accept him of a 1. Fess. promiss. B to pay 5. 100 & 10 B. to S. cannot sue upon y promiss. 5. 100 & 10 B. to S. cannot sue upon promised 8. 100 & 330. 2 Co. 887. 1 Pet. 3:134. 11. b. 6. 835. 332. 2 Pet. 220. 1 Rule 441.

* This note seems more to be confined to deed.

1. 20a. 2. 10. 1. 20. 3. 20. 3. 133. 2. 133. 3. 230. 3. 133.

But in cuse of Partt concurs, it seems settled by greater authorities, yet the person may maintain an action.

1. 20a. 2. 220. 3. 220. 4. 220. 3. 220. 4. 220. 2. 220. 1. 220.

be it to be considered as adorning and subduing
y contract by his subsequent agent.

III.

In such cases, a promise that be made to y Plll. and proof of a promise to another, for his benefit will support y declaration.—Temple, 3 B & 2 101.

It has always been agreed in a considérable manner from one will support a promise on favour of another who is readily related to him. He promise to a creditor; yet he would perform a contract, to pay his daughter. 

1 Bent 318, 32, 2. Lev. 210, Rayne 302.

2. P. 303.

But it appears from the foregoing rules, yet no such relation is now necessary, and yt a promise is good in favour of a stranger.

When performance of a debt is so certain, there are 2. A. 1711.

First. It must be a clear general, to perpetuate, or for a certain future benefit.

2d. It must be an acting act, not a promise to perform

claimed to his lease is chargeable. At least, we must have a ascertainable liability in his debt. 1. Lev 357, 3. Lev 7 265.

32. & 85. 1. Give promise to pay a debt in considér

et Plll. not abate from being one time being limited

and aforesaid not required to be performed in any case. 1. Lev 353, 4. 10 Lev 4 305. promise

may not be negat. But a promise to perform

a year or a reasonable time is a good contract.

It are to judge what is a reasonable time. Phil 1. 265.

Titus 164. & 65. 29 Q. 80.

Second. Promise by another to buy a debt due from her son. If Plll. not forebear to sue her, not

obligation. There is no contract. She was not liable.

A promise is no favour to her. The

disadvantage to

miserly 1. Lev 354. 6. Rana 133. 9 Salk 43. and her

is no moral obligation on her, in way
The mere act of entrusting property with another, in an undertaking to do something respecting it, is a deed considered as delivering of money to be recovered from another on the same account. 'Deuteronomy 15'
Contracts, when drawn in these with respect to a form of then such a may be divided into 3 classes. A. any other. B. where the contract is stipulated on one side, is a contract of performance of what is stipulated on the other. Here a contract is called Mutual. It is to be kept that for doing a certain act, there is doing of a certain act by B. is a contract precedent to his right to a benefit. 3 Pll 98 7 Co 10. 12 Mod 460. 1 Pll 380. 5 R 106. 1. N 240 m. 1 Fam R 274. 3.

If he owes for a bond, he must do performance. 7 Pll 130. a what is equivalent to it, a tender or if he has been prevented by A. "Plur 20" tender 1 Pll 638. 640. Doug. 215. 5d Ray. 686.

As y case may be, he was at a time ready to perform but by B. was absent, and he was thus prevented from performing. Post 13.

When performance on both sides is to be concurrent. None revises are compelled y other to perform till he has, till he has performed his part, or does what is deemed equivalent to offer, or is at a place appointed ready or duly, being absent.

A promiss to deliver 50 a load of wheat on such day for such a price. 2. N 214. 6 1 Fam 320. E. 148 203. 6 10 20.
6. 6th 566. 7th 708. 4, 370. 7th 517. Is 10. 33. 393.

The place is determinate for performance, or, where
the whole now here and defendant, is tender in
necessary, to entitle either to recover.

Cog. 688. S. 1413. 1. 7 Th. 125. 10. 548.

If Defendant to perform as required in suit, but if
Defendant now ready and requested and not refused,
1. East 263.

Hereupon it appears, if not, that he, the one that is an act, for
having that within half day or doing in precedent.

But if according to a term of a contract, or money
is to be paid in the way, and is to arrive or
before the act can be performed, or doing of the act
is not a condition precedent. We promise to pay
there a sum for (this labour or for building) a sum-
y money to be paid in 10 days. And indeed,

1. 6th 566. 2. 1st 484. 3. Mod 42. 4. 80. 388.
2. 6th 567. 7 Th. 130. 6. 34. 732. 742.

So it is in this case, 15. when a day is fixed
for performance, no time is fixed for payment or oth-
erwise. 1. 6th 566. 2. 6th 233. In both
cases of payment until bona fide at any time attach-
for payment, g party promising to have on the
other has performed or not.

But if 9 day is adhered to, and not in
other time (aside for doing of the act) performance
of the act is a condition precedent, and must be allowed
in an action for money.

Mutual Promises Independent.

But when promises are mutual and in different
12. when promise on each side is 9 enacted.
If a promise on 9 other performance unit a condition.
Sears in Equity. Here Equity must over perform or proceed to perform. The U. r. contracts are mutual. Sears Equity will interpose. 1. So. 382. 2. Tennessee 38.

It, interposition being discretionary, i.e., who seeks Equity must do Equity. The Court interposes on its own.

Dependent. Promises.

If a agreement is in Y's form, in promise to pay 100$ to. For transferring stock to me. By Converse, y promises are not mutual and neither of Y. can compel performance. till he had performed. 2. Bk. Bk. Bk.


Where y. contracted goes to each half t. is entitled, in both sides. By reason of it, may be liable for mi damages, to. independent. 1. Law 322. Where will be, mi Platt has performed in part.

Independent.

The question on promises are mutual or dependent is to be administered by y. meaning and understanding of p parties, to be collected from y. point of y. agreement and y. nature of y. contract 16. From y. offer from y. intent requiring performance. 1. So. 645. 7. Do. 130. 6. Do. 370. 508.

2. Mo. 240. a. So. 600. 1. Law 322. a. m. 6. Do. 373.

Where y. promises are mutual 18. if. Y. has to perform at y. point has to perform, his part. Long 660.


Each may have a cause of action of y. other at y. same time.

The Eng Ct. have harriman been determined. 6. late, considering.
118. Mutual promissory must both be binding on neither will be so. 12. A contract must be of such a nature and as such terms as will bind both sides.

5. Note we are not in this case. Rule makes no change for a variable undertaking or agreement by an infant. Rule a new one, will not bind.

# and both must be made at some time. This is "Mary Wood" 1 P.M. 309. Cape 24. Cap 309.

The way of such a nature no may bind both in not illegal or both. in either side. supported by a promise made to him. Is a new one will not.

29. If caused by a consideration in a contract, he especially must not be General. Unless it, not in quantity, not in reality. In a bond for a piece of the bond. The power in execution does.

28. contact wanted at y second case, not in a bond.

110. 11 Q. 27. 12 242. 2 23 300.

10. y and yet to said got done. not pure among every kind of

et... 3 Bon 309. 2 Joan 233. 3 More 160.

190. 3 28 37. Does it go to be understood?

The need falsely heard. Many. without substituted by artifice. Case of the 6 man. 8 89. Pid.

120. But the will relieve the contract of every kind for some

in y another 2 2 Bon 300. 1 2 1 P 303. 3 Pid 200.

The law of being disturbed must revert to his General action for a fraud. and such adverse to have been a General rule of action and contrary execution. which makes all sales of goods under false representation of being.

33. 12 23 8. 8 23 John 153. Does it not hold at all.
in y case of tendible contracts.

But our Cts have held, in a total fraud, in which a maker or bond 12. when a bond or note has passed in to receive nothing in a suit, to his defense at law. in Bost, 38, 379. & Georgia land fraud. because in such cases, relief cannot be had at equity, if a Bondable is in suit at law.

See now, where a fraud is partial, where a relief is in, 13. suit, for its, for equity, must give judgment for the whole, and in for def. They cannot abatement.

But herein our rule, the fraud is total, yet if y obligation are suit, for all obligations, not in suit, relief may be had in equity, because it promises not to remain in jeopardy till promised and bring a suit at law.

Interpretation of Contracts

The object of construing contracts is to ascertain y intent of y parties. 1. Poo 377.

And y contract however expressed cannot be carried beyond y inten. 1. Poo 377 1.

Thus if A et B he says 10 to be her assm, 23 may distress for, it on 23. manor, if suit of annuity went for it, because there is no grant of an annuity, rent. 1. Poo 377. 2 B Lit. 140. 7.

But to, a good rent charge for which 23 may distress for, manor is charged with x distress.

Contracts are to be carried as full extent intended.
of a word can be so construed as to effect it.

In short, contracts to raise money out of a profit if
in Estate, comes in Equity a right to sell if
sum cannot. Therefore be raised within 6 years,
11. 1. 33.

123. Modes are to be understood. Motive in this ordinary and
most-known signification: and these are decisive reasons to
contrast. Municipal Law

Ripham 35. Co. Ch. 886
2 N. 20. 21. 1. 375. 17. 17. 10.

Thus if a agrees for 20. bns. of ale. he unit to hold
3 barrels after 1. ale is out: 1. 374. 85.

Leases of lands an agreement for a kind of money. Period
has y kind (time) Such y understanding as y sort, or
such cases. worth y usage.

So a Lease for 12. mths. is for 12. weeks.
only. 11. 12 Lunar mths. but a Lease for a ninth
is for an entire year. So y understanding in Parker.

But 14.

Words expressive of quantity are construed at y place
as they are more understood. Where spoken or read

As to be delivered at another place.

But if money is made payable by contract, at a place
named, its denomination are to be understood. If the
import, where it is made payable. As contract in
London to pay 100. sh. in Dublin. The sum to be
paid is 100. hundred. Both Currency.

If a language is ambiguous, a intent may be inferred
from y subject. 11. 4. 17. 376, 1. 374.

17. Subj ect.

First. From a subject. Be covenant for quiet enjoyment
extends not to ordinary Entries. For y intention as material...
Granite has 120 common only in damnable bars. It places, not as Grantor's grant. 1. 2. 3.

So grant of all trees growing in my land, except maize trees growing in my garden, or orchard. If there are other trees growing in my land, 1. 2. 3.

If from necessity, not red images vextet 3x, an

Second from effects. Thus if construing a contract, kata is ordinary meaning of a word, and never

As where words of condition are used in grants of

So if an annuity is granted for instructing or 120.

From: Circumstances attending a transaction may be considered to explain a contract.

Thin is a grant an annuity to 3. "for conciples inderence".
it shall be intended to mean 281 professionals council
Council in Law, if a lawyer. In Physician, if a doctor.
1. Pov 328.

If one having goods in his own right and as the
grants all the goods, a grant is considered to include
his own only.

12th.

So where there is a revest of a particular claim in a
release followed by general words of release, a later
release qualified, and restrained by a former. 4 Bac. 299.

I had a judgment in a bond for 3. for 1800 I.
B gave a. a legacy of 3 bonds, and died.
It was receiving of a bond, executed by B to E. a
release acknowledging receipt of the legacy and
condoning part of a general power. To release the remainder
we in E. The debt must be discharged. 1. Pov 321.
2. 1 Brev. 87. 19. 1 Bac 299. 3 Mod 277. 2 St 268.
1st. Brev. 74. 3d Brev. 663.

Some (omitted) when a revest of a particular claim
is acknowledged, no particular claim revisited.
28. 75. in lieu. 1 Pov 328. Co 1170.

12th.

But if the application of these rules, of intention
remains debatable, if contract is generally to be construed
by party bound. 2 Granta. Government. The words
are his. He did have explained himself.

In these when there is an ambiguity in a clause of
a penal bond, construction is in favour of him.
Any condition is intended for his benefit. 0 to the change
him from a penalty and not favoured.

Hence if one is bound in a penal bond conditioned
it pay money at such a feast and there are 2 feasts.
...year of its name, and money is payable at ... 1. Pari. 30%. 8. and 1st. 1. Pari. 40%. A. Fees of a Covenant.

I conclude.

So it is held, if one is bound in a bond to make a rent and lawful estate in land by virtue of a bond and he makes an estate held 40 years, an estate and lawful estate or not, a penalty is caused. 1. Pari. 30%. 8. 23. " Pari. 75%. 8. There will not be equity decree a rent or assurance. 1. Pari. 40%. 1. 1st. 1. Pari. 129. 8. 18. 8.

Exception also, when a abrogation of a Par. Rite (last page) will accept or be exigible to a 3rd. person. Thus if Tenant in Tail makes a lease for life, not respecting to whose life, 8 life of 8 Tenant shall be intended..focus, subject or particular might be injured.

1. Pari. 40%. 8. 1st. 42.

The 3 made by Tenant in Fee, will have and be for 30 years. 1. Pari. 40%. 8. 1st. 42.

Subjects to these rules & words are to be construed in every most comprehensive sense in which they are generally understood. As Covenant of Warranty to claims of all men is a Warranty of all claims of all persons. 1. Pari. 40%

And an indefinite expression is construed as an

universal one in relation to the subject to which it

extends, and there is some manifest reason for restricting it. 1. Pari. 40%

As two it Tenant, make a title of all their goods, as well their several goods as those held jointly.

So if one reading 8 it his manuscripts makes a title of all his horses makes a title of title of 8 men all, his horses benef.
2 Rule 153.

When legal language is used, its regularity to be understood according to its legal acceptation. 1 Poo 402.

As limitation in one's heir as long as he pays, such an annual value or sum, extends to all his heirs successively.

There are no words "heir" in ye case manifestly used as a term of description - "Real Estate"

So an covenant to satisfy after request and due proof, all embezzlements by covenantors, defrauded, secured proof, is intended. 15. proof made in an action or apprentices 1. Poo 405. 136. 21.

101. Contracts are to be construed according to a General intent appearing in the whole context, this opposed to particular words or claims and instance a supreme 1. Poo 403. See "Deeds." As covenant by Lessee ye he has made no former grant to let y lessor may be defeated but yet Lessee may enjoy without harrassance by him. in any other person. Sirs land by any other person in y lessor. Grantor is no breach. "Covenant Broken"

If y thing desired for, is not delivered or done as a contract requires, its value at y time fixed for performance is a mile of damages. 1 Poo 408. 9. 1 Bem 271. 1 Cast. C. 221. 2. Derr 1013.

Case for when y thing has afterwards risen to value, then y value at y time of first covenants. Focus y harm claiming not suffered by ye others neglected:

2 Cast 211. 2 Bem 324. 1. Poo 409.

But yt afterwards falling to value, woul not diminish y damages and any fluctuation in y value before y time aphoritised, but such is then past makes no difference. ibid.
Of several deeds or instruments are made at one time between the same parties respecting one subject. They are also considered as parcel of the same transaction and are to be taken together for the purpose of construction. 1 Prov 4:10. 2 Rom 5:18.

An absolute deed made for a sufficient consideration, these make a mortgage.

Annulling, discharging. Manning Contracts.

Premise. If the terms of a contemplated contract are accepted on both sides, no excuse is not contemplated, and either party may retract or offer.

To a bidder at auction before goods are knocked down to him. 3 Taw 149. He may take lease for 600.


But an offer on one side accepted by another bind a contract. So if either by tendering performance according to terms of a contract, or agree, may bind or other. 2. 36 447. Ch 41.

This if a offer to 63. 20. for a horse and 53. says if he will take it A by tendering y mony or B. by tender or horse may close contract or rather bind y other. 2 Prov 63:4. Ch 41.

So if an such an offer acceptance be made or if a future time is fixed to perform a contract it is complete and property bound. 2 Ch 447. Ch 42. 64.


But if an offer being made and accepted nothing more is done. If there is no payment or delivery or earnest—nor future time asphonted any tary separate, there is no contract y bargain is waived by 1. Prov 231. bot two parties.

So if A agrees to sell goods to B, if B within a certain time choose to buy, say 2 months, and B within that time gives notice to A, yet he does not make any agreement, but out of bounds. The agreement must bind both or neither. But if A, in his notice to B, B was at liberty to accept or refuse, or if there was then no contract, and if A refused afterwards, there is no new contract. 3 M 363.

Contra (Ch 261), not law.

But before a right of action has accrued on a simple contract, a party may rescind by merely expressing their mutual intent. For there is no consummated right discharged by it. *ab quem infra*.

Mutual intent must be withdrawn before either can make a claim. *v. c. 4.*

Contra (Ch 261), not law. 2. Lev 144. 20. 20. 36. 3. 38. 41. 2. Mid 83. 25. 89. 35.

But after breach it cannot be discharged by agreement, nor a release by deed, nor there is a new agreement substitutive and consequent. 12. accord and satisfaction. Here there is a right or continuing and a question of intent in the end. 12. Mid 83. 36. 42. 16.

134. It seems as to acceptance of a *Bill*, acceptor may be discharged by Partol after the *Bill* is payable. Chute 33. 4.

134. It seems as to acceptance of a *Bill* acceptor may be discharged by Partol after the *Bill* is payable. Chute 33. 4.

But an agreement may in Equity be wanted by long continuance on both sides. For instance or claim under it. As an agreement between Landlord and Tenant to enclose a part of the Common. It lay for 20 years. There is a boundless abandonment. 2. B 16. 2. B 20.

9. Mid 25. 2. 1. 20. 21. 2. 2. 40. 22. 44.
To where there was an agreement between husband and wife, yt the husband have her property to her separate use, and the permission of husband during her whole coverture, to take & receive to himself. She was presumed to have abandoned y agreement.

But yt presumption may be rebutted by proof, yt she was satisfied during coverture and yt husband took & received under an engagement to fulfill y agreement. 1 Abp 282. 1 Cor. 422. 3

And a contract consummated & executed may be rescinded even by one of y parties only. When there is a provision to yt effect in y original contract itself, as A sells a horse to B, but on an agreement, yt B may on a certain event return him on y happening of yt event B may receive and recover y money paid to him and received. This is a Defensible Contract. 1 Th. 135. 7 Do. 201. Corb. 8/8. Doug 23.

2 Cast 140. 3 Co. 82. 1 N. 307.

But kata Powell, yt a contract with B. for property at such a price, as B shall name & promise cannot nullify it, because they have embarrassed a 3rd person to perfect it. 1 Cor. 415. 16. City Bac. Max. 91. There what right has B.? This ant law.

But a contract can be released after as well 15" as before action accured. A release may express or tacitly. The former is by regular acceptence by B. & the latter by destroying or cancelling y instrument.

1 Pois 410.
If he who is to be benefited by the performance of an agreement or contract prevents it from being accomplished to be dissolved. 1. Prov 416. 420. 6 Co 91. 2. Co Litt 206.

1. Prov 265.
It makes y other party is discharged, but y party preventing is still bound to perform his part.

If incorrect, to say y discharged.

And in each case y party who was to perform its own competent, as if he had already performed.

As d covenants to build a house, por 3. for 100
B prevents him from building, it may recover y 100

En if A makes a Deed to B, with condition not it shall be void on its paying 100 to B, in a certain day, 3. day. B, by reason of y reason, so y g d cannot render, it may receive as if y money had been paid. 1. Prov 420. Co Litt 210. 3.

Sure will not Equity consider it as Trusts of y money

Co 23. 3.

All contracts may be annulled by a new contract of a higher nature, for a vaine thing. Churges.

As a surety contract merged in a bond. So ni a Judgment, " assume it 33".

No intention or y party is not to furnish a

The intent the party is not to furnish a

Rem v. 8 Co 23. 9 Bull 155. 6 Co 20. 13 Eq 164.

Sure to sure if a bond is given by a Stranger.

1 Prov 423. 24. 2 Eq 230. 13.

It is only an additional security, "assume it" 34.

So a substitute.

So a bond may be merged by a Judgment recovered when it. A Judgment debt being higher than a Bond debt.
"Hundredth"  There a contract of a lower degree cannot
be amalgamated by a new one of a same degree. 1C.
its latter as a new contract is no bar to an action
in the former. 1 Co. 424. 1 Bun 9. 2 Co. 404.
Bo Clij. 517. 317. Ch. Bll. 62. The latter cannot
merge in former. But when pleased by way of
record and satisfaction, the distinction,
1 Ex. 126 Tr. 426. 5 East 436. 2 Ex. 25. 3 East 264.
1 Hundredth 11
5 Co. 47.
In 129 may be discharged the original contract.

But where a contract of a lower nature is invented upon
in one of a higher nature, merely by way of Redress
or to corroborate it and enlarge a remedy, is not
merged. As one bail, goods by deed 1C. take a
deed as Eas of y contract of Bailment, et cetera. lies.
One by deed as knowledge, y receipt of money
as account. - account lies in action upon deed.
2 Bclear 236.
5 Clij. 344. 1 Co. 425. 218. 223. 1 Co. 18.

Here 139 simple contract is not intended to be turned
into a specially. The latter is designed only as
an additional security, not as a substituted one,
and may be saved as an action on y former.

But y party is subject to, but once.

Account.

Contract by deed cannot be amended or discharged 140.
by Part. 2 Co. 488.

Nor by binding nor sealed. 324. Co. T. 232. 1 John 251. n.
2 val. 86. 87. 1 John 251. n.
Nor by mere delivery. 125 y Instument to Logon.  
y obliged regain y boon of it.
Even payment or accord and satisfaction of a bond is not a discharge. This payment of money due upon it, is sufficient. Co. 234. 2 Saib. 42. 1 Bow 487. 87. 
3d. 421. 7. Mod. 144.
This distinction appears to relate only to form of pleadings.

So accord &c of y' damages accords on a covenant in a good discharge for y' damages.
2. Co. 43. 44. 3 Bla. 39. 630. 3 Bow 125. 1 Bow 487. 3d. Chit. 45.

141. When y' right is obligation created by a contract uniteth in y' same person, y' contract is discharged at law. 1. Bow 438.

As obliger becomes de a dfl or adfl to obligee.
8 Co. 125. 7 Saib. 390. 2. Bow 935. 8. Mod. 62. 10 Pr. 1075.

Contrary to Court in 225. 391. subsequent, when the C. of Court.
So if obligor marries obligee, y' contract is generally annulled by y' legal unity of y' partie.

See Hus & His Wife.
3d. Bow 438. 446.

Seems of a bond made in contemplation of marriage and if be executed or performed after determination of y' coetaneous.

Contracts may also be discharged by act of Law & Statute.
1. Bow 444. 5d. Bow 125. 8. Mod. 37.
2. P. 1125. 215. (Municipal Law.) did a covenant to do an act affirming prohibited by Statute.
(49. 37. Municipal Law)

142. So by act of God. as leave covenant to leave all y' timber trees, growing until a tempest blows y' in down.
If a man make a horse to B. a rector, he and a horse cost of a hundred nineteen 23d, with Bailee is secured. 1 Pso. 44. 4. Palm. 344.

Let a contract to serve 23 a year, for a sum to be paid in half yearly instalments, and 13 days after first instalment I before 2 cash. 23d is 2 with Bailee for 2 cash last. 1 Pso. 44.

But a contract being partially inconsidera, must be performed by this person. "Murreal said"
1 Pso. 448. 2 Pso. 13.

To 23 all bound in a bond conditioned to convey land to a certain day, and dies before 23 day. I penalty is caused. The Equity will trespass, a conveyance to 23 heir. 1 Pso. 21 22 28.

But y act of a 23 person changes regularity 243. a contract. 2 Pso. 44. Bond by it to 23 conditions.
1. 23 shall appear in an action in 6 days notice.
2. That if 23, property is 23s king, I will satisfy it. 23 shall appear on 2 days notice, and 23 shall 23 in 23 king. A party bound to satisfy it.
1 Pso. 45. 17 Pso. 441.

Thus when a contract is by y terms of 23, to take effect or be voided or annulled, by y act of a 23 person, his act will take effect as if y act of Bailee is for 23 agreement. If contract to buy property at such a price as 23 shall name. The parties are bound by his decision if he refuses to set a price, y contract become void. 1 Pso. 415 6.
contract 193.
of the assent of a party, & who may
assent & bind themselves by their
assent 193. who may by their assent
to their contract bind themselves, often
as well as themselves 198.
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of Lien, 332. Chasing of Innkeepers 333.
Bailments

A bailment is defined to be a delivery of goods to one person by another upon a contract in which the
person to whom the goods are delivered, is called a 
bailor. My interpretation is called a bailment. To
the use of this or any other words take a very
distinctness. (Jones 3. 48. 2 Cr 487. On Civ 622. 12. (Note 482.)
16th. 268.)

Bailments are a species of contract, and from a great
variety of pecuniaries, and duties and laws respecting it,
been considered as a distinct head in equity and
law. It has been said to a lease, or the receipt
letters from a bailor, which he had a special
right thing borrowed; but there is no distinction in truth.
There is no title to. Indeed when ye latter, there
has been more ceremony or opinion, you upon any
other. (13th. 268.)
In Southcott's case, 4 to 63, 58, 56, at 52 a, and 3,
and 10, there was a distinction made between
bailee and bailee, but since then, his holding has no
difference. The nature of a bailee is similar, to a
most extent, it is same. The only shade of difference is in degree
of property vested. The bailee having a higher interest
than a stranger has in goods as a bailee.

It must appear, from general principles of
analogous, as well as from authority, that a bailee', unless a SPECIFIC
bailee, is not a bailee. For every bailee who vests a
specified property in a bailee, every finding of
property will vest a specified property in a finder;
so that he may maintain a repossession or throw to any
one who unlawfully deserts him as a bailee.

The bailee has an undoubted right of possession as all
persons the bailee may have to hold in certain cases;
and can be discharged by a contract. The bailee, then,
has not a right he must not have ought of enforcing.
As to lease, right and be a bare necessity. To 816.

As a general rule, if a bailee, in his possession to retain
must take his property according to lease, if contract may
be enforced to Bailee for any eq. it damage, wh it may
continue while in his possession.

But in respecting this, there are some exceptions
where a loss or damage was undertaken with any
regard to misconduct in use, part or part of bailee.
In determining any damage, has been guilty of any
In general y master is bound to take a degree of care unsuitable to y nature of y trustment. In some cases ordinary case is required, in other cases more. 1. Bowie 230. 2. Law 8.

Ordinary care is at all times a prudent man in general use in conducting their own affairs. 2. Brown 10.

The degree of care on either side of the trustmee have not a distinct appellation. Master is said, to take no more than ordinary care, and whatever fault there is in ordinary care, 1. Bowie 2. 13. To prevent fault from occurring.

So every degree of care, there is a corresponding degree of neglect. The degree of neglect opposed to ordinary care, is called ordinary neglect. The omission of greater for ordinary care, is called less for ordinary neglect, and so on not an inverse ratio. 1. Bes d 31.

Neglect greater in ordinary is called gross neglect and is termed from the g. fraud. It is not in all cases conclusive. So if y trustmee is neglective of his own affairs, of y same nature, and at y same time, ye neglect unto considered fraudulent. 1. Bes 316. 32. Eog 2.

General acceptance

A general acceptance is where there is no special agreement.
as to a degree of care or diligence to be used. But more there is an agreement of modern "lecpressa
acit, estare hac tune."

It has been laid down as a general rule, yet every bailee under a general acceptance is bound to use a degree
of care proportionate to the value of the bailement. 

There are therefore different species of bailment, requiring
different degrees of care in part or in total. These
are taken principally from a celebrated dissertation of Sir
Morton, in a case of letters by Bernard.

These observations are more generally followed yet.
by Maryland "by force of his location in St. Mary's.
2d May 1715."

Rules

"1st. where a bailee may be the benefit of a bulter only,
nothing more is necessary for a bailee of good faith, and
he is liable only for gross neglect. If goods are lost
as described. 2d May 1715. Jones 18. 16. 21. 22. 32. 52. 62. 170. 12.
4. 6. 8. 13. 1. 19. 20. 21. 24. 27. 28. 29. 30. 31. 32. 33. contra non Law"

This rule is founded on a supposed equity in a case,
I believe a more equitable rule cannot be substantiated, as
a bailee receives no benefit from the contract, and a
bailee is advantaged in it. Bulter alone, not at right,
not a bailee of goods, but it is the case, unless your faith
and not breach of your trust when your goods are where goods
belong. 4d. 25. 30. are to be held on as bailee must keep
such things baile, safely as his work, that you are
not. But a bailee may in these cases by according to name
retain his baile. beyond is called late, and in that
he may also deliver answer in all cases, as in all
other. Jones 27. 3. 31. 30. 2d May 1715."
...When a bailee alone is benefited by a bailee, he is liable for slight neglect. The rule is found in Ptasin, 1. 18. 23. 33. 32. 33.

There is more earnest is for mutual benefit of both parties, a bailee is liable for ordinary neglect, being bound to use ordinary care. 1. 22. 2 32. 3 10.

These rules are intended to apply only to cases where a contract is implied or an acceptance is general. There may be express contracts between a bailee, by which bailee would be liable at any rate, or he may make himself liable at all events.

When there is no implied or customary bailee is a general acceptance, but where there is a specific contract it is determined by custom and usage.

It shall be remembered yet there are several rules that shall apply only to general acceptances.

Different Kinds

According to Acts, where instructions are given above, Bailees are divided into several kinds. For 1st. Prens. denote Bailee with 5th terms.

I. Depositum or Debidum. Depositum is a delivery of goods by Bailer to Bailee, to be kept by Bailer at his peril. The Bailee of deposit is sometime called a naked bailee and Bailee of naked depository. Hence as he bailee is for one benevolence of the Bailer, a bailee has nothing requires him but good faith. A is liable only for great neglect. Vol. 5.

II. Commodatum or Lending.

Commodatum is a gratuitous loan of goods, to use with...
... This is an absolute loan, and the borrower is liable to the same extent as if it were a "mutuum" or loan of money in a loan for consumption. The latter is to be repaid in the kind that was lent, but the former is to be returned in the same kind. A basket of wheat for a basket of wheat, a barrel of corn for a barrel of corn.

III: Lociatio et Conducitur

Lociation and Conducitur is a delivery of goods to be used by the bailee with a reward, to be paid by the bailee. See Law, 13. 1. o. 25. Jones 70. 82. Rule 72. 1. o. 26. 62. In this species of Bailment, bailee and bailee, or Lociator and Conducitur are properly one, with Bailee and Bailee. See Law, 72. 1. o. 80. 85. Gailey 104. Rule 72. 1. o. 25. 72. 172. 225. 235.

IV: Adsum

Pawn or pledge is a delivery of goods by a bailee to a Bailee, as security for a loan or debt due to the former by the latter. Here a Bailor is bailed as Pawns, and Bailee, Pawn, and Bailee, Pawn, 124. Law, 93. 3. 164. Rule 72. 1. o. 25. 72. 172. 225. 235.

The fifth class of Bailments is where goods are delivered to a Bailee to be carried or to have some other act done.
to m e of Bailee to a reward to be paid by a Bailee.
This class of bailment includes delivery of goods, as well
to public as private carriers. Still there is a material
difference between the case here as to their liability. A
public or common carrier being liable to a much greater
degree than a private carrier. Ed. C. 17. 1 Ch. 83.
128.
This species of bailment includes also a delivery of goods
to factor Brokers. Rewards to Bailiffs. In short to
agents generally it is a common or specific carrier.

VI.
A delivery of goods as in a last case with only one difference.
your factor rewards no reward to his service, and is liable
only for his neglect. This is called a mandamus, and a
factor is mandamus, 1. Co. 624. Ed. C. 17. 1 Ch. 83.

I. At Deposition as delivering goods to a Bailee to keep
for a hire a Bailee would any reward. Here no deposit
is made entirely for benefit of a bailee, nothing more
is required of a Bailee than good faith. 1. Co. 263.
And he is liable only for profit neglect. 1. Pl. 26.
Buse 17. Ed. C. 17. 1 Ch. 83. 81. 1. Co. 624. 152.

II. Infers 1. Co. when he states a Bailee
to liable for loss you profit neglect. He is indeed liable
for gross neglect, but not for a ground of neglect, as
such, but on a ground of fraud of which gross neglect
is prima facie. This presumption may be rebutted
by proving the Bailee is equally negligent of his own
On the species of Bailment, a contract is implied by Law, and is therefore general. So if Jones has advance money, and transfers it to Brown, the former is the bailor, and the latter is the bailee. In most cases, the bailee is answerable for a breach of contract, and the bailor is entitled to a return of the money. Case 1, 12 May 1801.

In the Smith case, the bailee is answerable for a breach of contract, and the bailor is entitled to a return of the money. Case 1, 12 May 1801.

In the Brown case, the bailee is answerable for a breach of contract, and the bailor is entitled to a return of the money. Case 1, 12 May 1801.

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This doctrine is denied by Mr. Bell in a case of Brown v. Rankin, for 2 reasons. 1st Because if a Bailee had a key, it could be of no use to him; 2d and what it is more, he is no less able to defend his goods from robbery or theft, the case of.

I feel, I do rather think, is on a ground, not ought materially, if not entirely, to govern in this case. is the knowledge or ignorance of a Bailee with regard to the contents of a chest; for a Bailee, responsibility is rather his care ought to be proportioned to the value of its goods. On the contrary, is the theft. Money or jewels ought to be kept with greater care than coarse clothes or horses. Yet if a Bailee was ignorant of the contents of a box containing money, might he not place it without culpable neglect, where he would a box containing things of an inferior value?

Cf. Ray 116. 2. tt 574. 57. 422. A depository may at all events, make himself liable, if he may prove to all risks. But even here he would not make himself liable for loss or damage occasioned by acts of Providence, acts of violence nor of Constitutional force. Bro. 12. 3. Rev. 13. 1. Dow 10. 30. 20. 130. 1. Dow. 200. 1. 49. 83. But in such cases he would be liable for loss by mere theft. This is analogous to the case of a Warrant in a lease, by which a lessee conducts for an undisturbed enjoyment of the premises; but a warrant is not construed as extending the warranty. 1. Dow 148. The term "worsover," is used in a loose sense in most of its books.
himself to do so, not in any nature of things he cannot perform.

... Several contracts in the same manner, a separatory liable for theft, or what is fairly guarded vs. v. 33, 33. 1st Reg. 40. P. 100. 55.

In a robbery, retains goods after they are demanded by x Bailor, he is liable on an action of detinue. Issue in agreement. 1st Part. 23: 31 C. 311. ibid. 16.

II. Commodation or Procurator Loan.
Here a c. baillee is alone benefited by a Loan, he is, according to the 8th General Rule, to be liable for a slight neglect, whereby a loss ensues: for it is known, even unto the common law, debt. Justice must, ibid. 22. 1st Reg. 105.

Case 11. 31 C. 244. 337. 18. ibid. 244.

A separate degree of care must be taken in different cases, even care must be determined by its own particular circumstances. It cannot be more. Yet if a borrower, a horse and cart it at a stable without casting a look, he is liable of a horse or cart. But he would not be, if owner was that a looker. 1st Reg. 205. 1st 31, 32. 31 C. 243. 351. 1. ibid. 244. 31 C. 244. 31 C. 244. 31 C. 244. 31 C. 244.

This example might be good in some cases, but not in all. In no case of open instance, he he could not rest. More if he was so much care as usual, and he be liable? Or think he may. But in a common Borrow, in not generally liable for force occasioned in force, or he do not resist. Since a borrower, not house liable for misery, to make a house liable in such case, Bailor must more a proper be reasonably required. 31 C. 247. ibid. 31 C. 247. ibid. 12. 1. ibid. 248. 1st 31, 32. 39 if Bailor the breach in a night at a near a frequented by broken, and wh was generally considered is no case
A borrower may render himself liable for a loss occasioned by whatever may, by breach of trust, from the moment he becomes a trustee, and is entitled to none of the emoluments of a trustee. And if a borrower is to ride to Yorkshire, I require his majesty towards Harwich, if the horse, that he rode by lightning, be not in liable.

So if any one borrows a horse to travel for a limited time as for 24 hours, and does not return it within that time, he liable for any loss, so may happen after 24 hours, and breakings and he may be sued for a horse. Led p. 233. Pro. 244. 1. Barn. 244. And this rule as a breach of trust, holds as to every species of Pleadment, in General. Led p. 233. 1. Barn. 233. 1. Pro. 244. 1. Pro. 233.

III. Location or Conduct in Letter and Things.

This is a term of property to be used by a Bailey for his benefit or for his, in case of reward or hire.


There as a tenant is eventually advantageous to the party, is not sought on unapproved to be equally divided between him. The Bailey is bound to ride ordinary 1820, nor and no more, if it liable for ordinary neglect and no life.
This kind of Bailment being advantageous to both parties. & by occurring a Damage, & therefore for the reason of Damage in the case of Damage it is the rate ordinary case. If the Bailor is liable for loss, & ordinary neglect. See J. 17. Jones. 138. 1 Cow. 282. 3 Tall. 322. 4. 4 Com. 2. 228.

But in Connecticut's case, if the case of Damage is bound to keep goods on his own, & is liable only for gross neglect, & a depositary and a reason advanced is that. Bailey has a business in goods.

But every Bailor has a business in getting bailed, so that there is no ground for any distinction among. Bailey. The bailor, or Tenant.

Conn. 178. 4 & 8. 9. 188. 1. 11. 11. Jones 185. 12. 15. 1. 12. 30. a. 3. 30. 8. 32 a.

It follows that when a loss is occasioned by nothing, or Damage to BAiley, and, pressed | he shall be subject, himself, to any loss by a breach of trust as means, of the business, and what is called of care required of Bailor, don't unless ordinary, can he is warned from liability. | a loss on being no corresponding, from the theft. Tall. 182. 2. 12. 18. 19. Jones. 185. 19. 18. 1. 11. 12. 30. 8. 22.

In Connecticut's case, in the case of Damage, & for damages occasioned by bare theft, and a reason assigned it is, same as it assigned above. To show that he is liable only for gross neglect. E. h. having a business in the goods and his being bound to keep them as he has 15 his own.

Cases held are unconditional, but the Damage is liable for a loss occasioned by theft, if his reason is the same as it assigned by the Court in Connecticut's case. The said 15 of Damage cannot be supposed to have said.
ordinary care, if he permits it to be stolen from him.

But, plaintiffs offered such a care to the defendants

But, it is clear, notwithstanding himself as well as by an

Le Roy 37. 18. SaM 322. 1 Bent 32. 121. 1. Poo 6. 252.

Indeed, since himself, and yet in commodatum

The bailee, like the banker, gains a qualified property

If after tender and demand of a bailee, if after payment

Cath 32. 13. 2. R. 27. 4 Co 33. 5.
And on a Pannée's refusal to redeem a good after payment, a Pannée may immediately commence an action of Trespass, Debmne, or for rent on his part. * * * The bailee in case of a breach, is not only liable for all damage afterwards, occasioned to y property, but is immediately liable for y breach of trust.

Bailm. 1. 72. 124. 243. 244. 441. Pauze. 153. 164. Rule is y same if y refusal is made by y Pannée's clerk, agent, &c. acting regularly in the ordinary course of his business, for yo is equivalent to a refusal of y Pannée himself or y manager. Qui facit per alium facit per se. But if y refusal of y Pannée he was out of y course of his regular business, Pauze and not be liable. Cro. 224. Pauze. 111. 122. 241. 441. Moor. 442. C. 5. 2. 15. 1. Pauze. 253. Lt. Reg. 347.

In this case however, y Pannée may have his election, of 1. attains, Trespass or for rent. The breach of trust is y foundation of y action of Trespass, and y breach of an ebb and flow implied contract is foundation of y action of for rent. For in Bailm. y Pauze implicitly or expressly agrees in relation to y property paunzed, to return it on y case appointed, Pauze and not be liable by payment or Tenure. 1 Bailm. 72. 124. 243. 441. Com. 224. 225. 238. Cro. 224. Pauze. 111.

But y Pauze can have neither of these actions, tile he has paid or tendered payment of all ye is due. Both principal and legal interest, even where y property may paunze as Security; for these actions in y case are founded in Equitable Principles, and he who seeks Equity must do it. 1. Pauze. 153. This rule would not apply, if delinence, a Pauze action were bot.

"Waye 34"

A refusal to deliver with property paunzed, after payment or tender, of payment of ye sum due, is an unutterable offence at 0 Law. This rule and general as a more
beaches of Court. They being considered only as civil injuries for not damages. In this subject, there was a
diversity of opinion, but it seems now to be settled,
Table 222. 222. 3. Contra Sect. 277. 2. Merit 210. 1. Bae 240. 2. 4. Com. 208. Table 322. 3. 3 23d 39.

This is a mere rule of policy, for the clear of a breach of
contract, in any case, is no more culpable than in any
other. The object of a rule is to prevent injustice, from
oppression. The danger of such is greater in an almost
certain species of break of, as a transaction or personal
cause to make it necessary to concede a fact, the parties
are usually made up of honest men, does not embarrassed.

The parties have in some instances a right to use y
property invadeth. This right, when it exists, is said to
be founded on consent or promise, rather than on
enforce. The donee, donee right is said to exist in real,
or general, in a property, is likely to be improved or
impaired, or not affected at all (Endo). Conr. 142. 3. 5 52. 7. 5. 1. Conr. 13.

A case in real property can be more better by sale,
and vendee occurs. Donee, donee, in case of a copy
right or license to enforce at the plea hands, by certain
employments. (Endo. 142. 3.

And it seems when the thing is barred one of such a
nature as must be injured by the late, y donee has a
right to use one, but it is at his own for a base
is for his own benefit if he is liable at all events
and if he that be not. The donee, donee are bound to
But the donee, donee, who interest out, while injury
time to one, as careful usage. 3 24 want 20.
the law want regard to. Table 322. 2. Bae 230. 72.
When a bailee is at expense in keeping a bailee pawned, he may remunere himself by work it, as when living animals are pawned. This P.C. thinks don't arise from any consent of a bailee, but is allowed by law as a reasonable and necessary of justice demand. In Clay, N.B. 10. 209. 328. Vattel 522.

But I have not, Sir, observed from the books, et a bailee is liable for a base 10; but profits. He was by the common law. Jones 110.

But when the pledge will be repaired by the use, x by keeping of it means no expense. A bailee has not no right to use the property, because to vary their of no consent in it part of the bailee. But P.C. Thinks, a law deems refer to old reason. In the duty of a bailee it is to keep and restore a goods safely, when it shall be paid. So there is no expense incurred in keeping the property, there are any principle, and unless we make warrant a bailer and using it 12.

And as a bailee has no right to use the property if he does use it. P.C. Thinks, the is "idea juste" guilty of conversion & liable in an action of wrong. For in such action unlawful use is per see a conversion.

5 Bac. 207. 257. 261. Redeower.

The law is the same per la de telle with respect to a bailee of goods. The liability is constantly y same. The finder of goods is surely not liable in unjustitie for there is no contract between y bailee. y action must therefore be "Ex delicto".

The finder has no lien upon y goods, as the bailee has. The y same degree of care is required of him. Pou says the finder is bound to use ordinary care...
There is a case in Co. Ellis 50, in which a shipowner, got bound to keep a cargo in safety, and that he was liable for negligent keeping. On a mere presumption, I think, it was supportable on any principle. The determination of the case was correct, and its reasoning is approved.

Now it was seen on first inspection yet a fund, that be entailed for nothing, but some neglect, for a sole benefit seems to a owner. And hence, cannot compel him to buy him to bring any thing for his trouble. He never been in a case of a depostary, but in every case of a depostary & bailor delivers his goods on not. as he desires, and his y selection of his depostary.

This act as case with goods found, with no effectual cannot exist to be believed. It not seem that a finder, then are ordinary case to leave a goods to be taken by some other, who is honest enough to sue such over.

The 4th Law of Count enables a finder to recover a renumeration for his trouble and expense. Here, then, a finding is already advantageous to both parties, and the finder is bound to the same ordinary case, when the first provides.

In this case, M. Judge - a Judge - is a Judge. And y reasoning in the case of Co. E. is, as it, right if case, gives an action of euqiv to the finding of goods, which were missing, while the 1st part of a finding. And hi negligence as alleged in the denunciation being held y action not suit. for insurance, as far as clear the issue, made for a mere nonperformance. But v. action of right at ye

Rule o. in Co. 140. 8 Barn. 287. Rule 257. Co. B. 620.
As well settled, at law, yet a person has no
right when goods, for his trouble and expense, but when
demand made by the true owner, with proof of ownership,
he is bound to deliver the property, and that he refuses
to deliver it, he is guilty of a conversion and is
liable at law. 2. Wait. 295. 296. 297. 298. 299. 300. 301.

"Rover 32" "34"

But in each of these, it appears, no harm was done to
Savage, who had not withdrawn his goods or abandoned them at law, or any interest in them at all. This is a principle by which it is held in actions, not of a law.

But say 295. 296. 297. 298. 299. 300. "Rover 32" "34"

But that it has been agreed by all, it is a point not so clear when goods, it has been a modern question, and
at law he can in my case recover a recovery. If he can recover at all, it must be by "Rover 32" "34"

work done, or found upon an imputation of want and
promise. The act of a finn is a mere act of trust, and
a voluntary conveyance will not sustain an action at
law. Page 104. I don't see therefore any ground
of recovery. 2. Wait. 295. 296. 297. 298. 299. 300.

"Rover 32" "34"

Once a person, by the finder, to deliver, or goods to an
owner, claiming ownership in demand, is not necessarily
a conversion, it is not, by the law, claiming him, offers, but of
ownership. The finder is then made the judge, and, the
ownership is just, and the correctness of his decision is
to be determined by a judge, in an action of owner. The
finder refuses to deliver them, after the offer, and he
be a conversion. 2. Wait. 312. 295. 390.

But there is not one case decided in the books, to
my knowledge. It finds goods not actually belong to A
at demand, yet, and on, refusal to deliver them,
be brought an action and in fact liability, because the
rule being, how can B to own, own goods, and the action
in it be against the value, against than another in action?
But it is subject of Clauses, if after a tender of payment by the promise. A a refusal to deliver goods, the plaintiff a promise issued in an action of Goods, a promisor may then recover his debt, because his breach of Promise. It may however, make demand of the money again.

* 4th Ed. 1833. & 4th. 1814. * 

"Tender" Title

If the plaintiff does not pay the money in the same for Promise, he must for the reasons above his debt, & the money may remain for debt untily remains, the passage is lost. Indeed there are cases where sometimes a more he is not, more than half the value of debt, but generally if double worded by law gives a money remedy. Again & again in cases concerned a satisfaction, but not a security for a money of debt. * 1st. 128. * 1st. 173. * 2nd. 180. * 1st. 223. * 3d. 128. * 9th. 128. 3d. 1814. * 3d. 1814. * 1st. 223.

While a party remains unremitted in the Promised hand, he may sue for debt and recover, as there was an agreement in the party 12th. There is the only in the promise out, 1st. 128. 1st. 128. 2nd. 180.
Brine may be a contract of a brine, he is still entitled to his debt. Brine then may recover for a loss of his goods, and the brine will be due.

...inn 689. Pack 828. ... Pack 283.

and where a value remains unsecured in the hands of a person, he may sue for his debt, and he may, in cases where his right by an agreement is not wholly safe in his pledge alone, for a pledge and a description of goods. See 5th Ed. Pack 176. 2. Lev. 176.

If a debt for which the goods are pledged, and where a new abandonment of boodle in the pledge becomes absolute at the time by law, and is forever, the person cauntry, the person in question is in the case of mortgage, is considered as a being broken. A bill becomes absolute in mortgage, as in analogy to the case of mortgage, and in analogy to this case of mortgage, a person has an equity of redemption. sidenote 126. or 139. 4. App. 120. 3 Ed 4th 286. 2. 126. 382. or 3. 289. 30. 1. 289.

It appears however, that no right of redemption can be exercised unless the property remains unsecured in the hands of the person, or has been assigned by him to a pledge. Even if the debt not being paid by the day of property in the pledge is absolutely taken out of the person at law, and he may lawfully sell it, the 289th Christian, chapter 128, verse 176. where to, and person is obliged to pay back to person to person. This also is the case. That if not paid within 12 months, and it is a, a person may sell and if he receives any, the person can sell and person, the person must be returned to person. If, thinks, that person of no time of appointment. The law appoints the time.

It does not appear from the report he saw.

A restitution is to be observed between a bond, and a mortgage of personal property. The 127th has a personal security in the thing mortgaged, and there is no equity.
of redemption after 1 day of payment has expired. This mortgage
does not create a mere lien as a pledge does. Jones 8 1809.

But in the case of having property, properly so called,
this right of redemption exists after forfeiture, even the it
was agreed at 1 time of making a contract, y.e. if no property
was not redeemed at 1 time appointed it shall be considered
as sold. This is an analogy to mortgages, once a mortgage
made a mortgage. This maxim abides equally well in
Panns. But this maxim don't extend beyond its
meaning, n.k., that if property is once conveyed as a
security with a right of redemption, no collateral agreement
made at the time, shall destroy the right of redemption.
This rule is intended to protect refereed estate from
oblivion and extinction. 3. Ser. 188 4. Bac. 29 203 1 30
or 1 86 Bo. 114 3. Ser. or Rem. 63 1. Bac. 29 239 8.

6. A factor cannot pawn the goods of his principal ad us
as to give the Pammee a lien upon them as to his principal.
4. Aust. 3 338 4th 2 6th 80. 38n. "Master and Servant,
44 remark.
For 1183.
The reason abopt to be, yet the Factor has only a lien
himself. That is, a personal right, it cannot be transferred
the contract, producing it, being reducing it. And therefore
cannot be transferred in any case, and certainly not in this.
This personal is willing to Trust the Factor, and to give
him a lien on the property, the then accounts are settled;
but he don't give him power to appropriate a new keeper.

So now settled y.e. if a Factor pledges his goods of his
Principal, to secure a debt due from himself, a bondsman
may maintain his action, if demand, and right tender
if he is not due to the Factor. The act of pledging is
a breach of trust, it is not he forfeits his lien. In 1178.
3 404 1 1 338 2. 7. Aust. 8.
In failure of payment, by the way-appointed, y Pausne is not liable to sale the Pledge, for the same is absolutely vested in him by Law. 1. Acts 228. 2. Ver. 550. 4. Eme 638.

According to some opinions, he may sell or assign the pledge before the day of payment. 1. Acts 228. 2. Ver. 550. 4. Eme 638.

But some opinions for various reasons cannot be correct. Every Bailment implies a contract, strictly speaking, and Bull observes that a Leis e; a personal right, wh cannot be transferred. Ed. Clennell witnesses the same opinion, and a similar doctrine is traduced expressly from the former cases. 1. Acts 244. 2. Eme 178. 3. Ver. 606. 7. Last 6.

The discretion of this, being one way or the other, is very important, so of an Assignment before the day of payment. Hence it follows that the Pausne need not tender payment to the bailee, but may immediately claim y Pausne, and if he refuses, he is "ipso facto" guilty of a conversion.

It appears contrary to the analogy of the case, that Assignment of a Pledge, that be assignable or assignable.

It is clear that a Pledge cannot be forfeited to the King by act of y Pausne, no by his Treason. 1. Acts 138. But a person may thus forfeit, what he is capable of conveying in his own right. 1. what he can convey by contract. 1. Just 8. 12. 12. Co 12. 3. Eme 50. 1. Bae 238. 2. 1. 16. 238. 3. Ver. 358. 4. Co 18. 7. 2. Bae 378.

It is also settled that a Pledge cannot be taken in in 1. Bae 358. 2. because the interest of Pausne is of such a nature, as to render it dangerous to the rights of Pausne. 1. Acts 258. 352. 3. 1. Acts 3. 3. Co 16. 1. Bae 124.
To lend down in Brooks 4th ed. 510, a lien cannot be "alished" evidently meaning that it cannot be assigned. 1. Per 552. 1. Boc. 23.

I think it arises from the authority, analogy, and principle, that a pledge cannot be assigned before the day of payment. A pledge is in the nature of a personal trust, and if it can be assigned, y. Pawnor must be in a dangerous situation: for if y. Pawnee did become a bankrupt, and the Pawn lost through fraud or misfortune, y. Pawnor can't revert to the pledge.

This is the principle with respect to deeds, relating to Real Property as lands. They can't be converted or embroiled. Nor can the mere insolvency or bankruptcy prevent a redemption. But a Chattel may be run away with, embroiled or destroyed.

There is a case in 2. C. 884. It not seems to show how a pledge may be assigned before the day of payment as a borrow'd goods to B. who directly afterwards, and before any payment, promised them to C. to hold a bill to redeem C. and was declined that it had been the same due from B to C. as well as that due from himself to B.

But it is to be observed, the bill was lost after judgment. (Assuming he was have lost his action at law and not in Equity) when the equitable interest of y. assignee was precisely what it would have been, had the assignment been made after the Judgment. To raise the question for discussion, it would have appeared, that there had been a tender of payment to y. Pawnee, or the action should have beenSpinner and lost at law. Pawn not yet settled. 2. Dem. 811 88. 1. C. 484. 83. Per City 419. 20.

But the Pawnor may forfeit his interest in the pledge by treason, felony. But the taking or obtaining cannot take y. pledge without paying the debt due from the Pawnor, for y. interest obtained by y. Pawnor is only an Equity of Title 2, 1. Boc. 235.
According to the law, the fair consideration is, at a Prance cannot be assigned before possession, and if the Prance were to assign the considerate subject to an action in person. The degree would also be liable; he must deliver it.

For the estate held as a Prance, the estate will be delivered at a time when it was received, as it was intended to remain unassigned. If it was afterwards delivered, it was not a pledge, but a license to assign a trust. The taking it must be retained during the Prance's lifetime.

But if a collin or, and the notice of the pledge may be delivered as well after, as at the time of entering.


Thus, formerly declared, and, if no day of payment was fixed, payment or tender would return the property in the Prance, it made during the life of the parties.

It is now settled: in no other case. A Prance may redeem at any time during his own life. The Prance cannot also. 1. Sect. 238. 2. Sect. 244. 1. Warn 23. 2. Sect. 3. 1. Sect. 178. 2. Sect. 4. 1. Sect. 21. 2. Sect. 22. 1. Sect. 175. But where no day of payment is fixed, the Prance must be redeemed, (tender or payment made, if at all,) during the life of the parties. For payment or tender by his Ead 2 will not avail at law. The name of Men is that that ought at law, to be done immediately, e. i. the right to redeem, for unless the Prance might of happen. For if he may be in the meantime, a Prance may be another nothing, as may be out of the reach of power, and thus the only remedy, will be the law in the Prance.

Bailment is the giving or entrusting of property to another for a definite time or purpose. The principal types of bailment are:

1. **Bailment of goods**
   - Includes the delivery of goods to a common carrier, a private carrier, a bailee on hire, a bailee for a reward, and a bailee for a benefit.

2. **Bailment of personal property**
   - Includes a delivery of personal property to a bailee.
   - A bailee is liable for loss, damage, or destruction of the property unless the bailee is justified in the loss or destruction.
   - A bailee is entitled to compensation for the reasonable value of the property delivered.

3. **Bailment of money**
   - Includes the delivery of money to a bailee on hire, a bailee for a reward, or a bailee for a benefit.

4. **Bailment of choses in action**
   - Includes the delivery of choses in action to a bailee on hire, a bailee for a reward, or a bailee for a benefit.

5. **Bailment of personal property for a benefit**
   - Includes a delivery of personal property to a bailee for a benefit.
   - A bailee for a benefit is entitled to compensation for the reasonable value of the property delivered.

6. **Bailment of personal property for a benefit in a contract**
   - Includes a delivery of personal property to a bailee for a benefit in a contract.
   - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

7. **Bailment of things in action**
   - Includes a delivery of things in action to a bailee on hire, a bailee for a reward, or a bailee for a benefit.

8. **Bailment of choses in action for a benefit**
   - Includes a delivery of choses in action to a bailee for a benefit.
   - A bailee for a benefit is entitled to compensation for the reasonable value of the property delivered.

9. **Bailment of choses in action for a benefit in a contract**
   - Includes a delivery of choses in action to a bailee for a benefit in a contract.
   - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

10. **Bailment of personal property for a benefit in a contract**
    - Includes a delivery of personal property to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

11. **Bailment of money for a benefit**
    - Includes a delivery of money to a bailee for a benefit.
    - A bailee for a benefit is entitled to compensation for the reasonable value of the property delivered.

12. **Bailment of choses in action for a benefit in a contract**
    - Includes a delivery of choses in action to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

13. **Bailment of personal property for a benefit in a contract**
    - Includes a delivery of personal property to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

14. **Bailment of choses in action for a benefit in a contract**
    - Includes a delivery of choses in action to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

15. **Bailment of personal property for a benefit in a contract**
    - Includes a delivery of personal property to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

16. **Bailment of choses in action for a benefit in a contract**
    - Includes a delivery of choses in action to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

17. **Bailment of personal property for a benefit in a contract**
    - Includes a delivery of personal property to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.

18. **Bailment of choses in action for a benefit in a contract**
    - Includes a delivery of choses in action to a bailee for a benefit in a contract.
    - A bailee for a benefit in a contract is entitled to compensation for the reasonable value of the property delivered.
In case of rent paid by Bailee, a Bailee is liable to pay, as it appears that he owes tenancy care or rent.

See 13 Ph. 171. 7th. App. 3d. 8. 2. Lev. 31.

If the thing baized is distrained by Bailee, land lord, for rent, as it may be, the Bailee is liable, it seems, for permitting it to be distrained without instead of his own goods. He must be liable at least for ordinary neglect. Rovi. 141. 23. 3. C. 3. 8. 3. B. 14. 4. 13. 10.

It is not seem that he is liable independently of the request, for as the Bailee's property has been distrained to pay his debt, he shall be liable as for money lend out, and borrowed for his own use. Where he is not liable, for he pays only for benefits received.

According to Jones, if metal is delivered to a Smith to be wrought into an article, a Smith and raider, as Bailee. Such delivery be maintained, rest the property absolutely in the Smith as a medium. And if a loss happen, he must be liable at all events. Rovi. 63. 9. 149. 148. The reason is, the metal, when wrought, cannot be identified. 2. 39. 404.

This seems to be incorrect, for it seems that the owner cannot identify the metal, but if he can be proved to be in the same, it can be identified in bond of fact, and therefore can be specifically restored. The hardship of a case is another material objection to your doctrine. If the metal were destroyed even by the act of God, before any alteration made, the Smith will be liable. In case of a Medium, the Bailee purchases the property delivered, to return an Equivalent. Here the no injury now arises from the Smith, adding the metal for another purpose. Yet he has finally no right to do so. If it is considered by Jones as a Medium, or not does the Smith will be a purchaser. But
it was strictly a Mutuum. In the case of a Mutuum a noble undertaking held. as where what is
obliged to be and is considered a destruction. Here it is virtually a business. It is liable to all losses.
2. 166. 67. 4. 80, 3. 49. 3. 90. 3. 44. The 4th of
New York have rejected the Rule 13. 4th 44

When property is delivered to a Bailee who is to become
some sort of trustee and not so about due to his irrevocable
character or in the line of his occupation for the due
takes a legal contract or in his usual. He not only
represents a contract that he must redeliver it, when the
possession is no Bailee is answered. But also that
the man that he performs effectually or as a workman like
manner. 1. 2. 7. 10. 3. 160. 6. 1. 4. 370. 8. 181.
Jones 12. 9. 37. 48. 1. 10. 1. 10. 1. 18.

But if &c. If a person is not in the line of the
Bailee, or the Art or to what, it is not liable to be
contracted in this part that the act shall be entirely
done and therefore Bailee cannot be liable to be made
an insurance agreement that it shall be done effectually, 3. 166.
3. 181. 18. 18. 18. 18. 18. 18. 18. 18. 18.

As to Insurances &c. Thinks it shall depend on the
judgment of the place.

If goods of any kind are delivered to a Bailee and are
lost or destroyed for want of that care. which requires
of him to take, the act is entitled to wages for the labour
previously bestowed upon them. This in principle seems
to be the rule. And there is little said on the subject.
in the books. 3. Bas. or Burr. 1892. 2. 3. &c. 12. 18.

But if the property shall be lost after the labour had been
restored in the way of Bailee's fault it not seems he can
be entitled to wages. 3. Bas or Burr. 1892. 2. 3. &c. 18.

James says 12. of lost by the Bailee's neglect. a fault.
Common Carriers have become so frequent now that the law considers them as very important.

A common carrier is any one, in general, who makes it his business to carry the goods of another, for hire, as a Mariner, a Porter, a Stagecoach, and also a master of a vessel employed in carrying freight. Ed Ray 55, 102, 44 & 34, Pag. 230, 1527, 1 Co. 617, 1 Bro. 345, 343, Alive 73, or 32, 1 Ed. 380, 418. Being a law of common carriers.

It seems formerly to have been doubted whether or not a carrier by land, came within the description of a common carrier. The case in the subject was first extended to common carriers on the sea in the opinion of Sir. 1 and 4, 2. 177. 1 Ed. 132, 177. 1 Co. 330, Ed. 118, 1 Bent 190, 238, 12 Mod. 487, 2 Lea 63. There is now no doubt of the liability of a carrier on the sea. 1. 10. 313, 4. 418, 718.

The master of a ship carrying goods for hire becomes a common carrier. In the case of a ship, and no case of a land carrier may be lost either on the owner, or the master.

In circumstances of a law, the case alone was at issue, as the master is in his discretion. But there are many reasons which render it just and necessary that the master be.

The Freightmen often throw nothing of the current, talk 440, 20. 36. 3 20. 97, 17. 228, 828.

By the Eng. Stat. Geo. 1st and 2d, Geo. 1st. 1st, to provide that when the ship has been lost, for the misconduct of the master, or master's owner, the owner shall be subjected to the value of the ship and freight, and the master and be liable for the whole. 1, 1. 12, 2. 1977. 1. 10. 1. 18. Geo. 1st. 10. 2. 1. 288. 500. 528. 226. This prevails here. En. 106, 718.

If a common carrier, having commenced to carry the goods of another, having his hire tendered to him, refuses to carry them, he is liable to an action on the case.
For by assuming his public character, he indubitably holds out an offer to convey for any one applying to him. So that there is an implied contract to carry them. Bull 10. 1. Bac 180. 2. 392. 3 Bk. 150. 2 Shaw 357. Jernng. 6. 59. Hey 92.

Barr. 103.

But in a common carrier is bound to receive property as mentioned in the last Bull, yet he is at liberty to make a conditional or special acceptance. The Law allows him to say that he will not be answerable, or a Damage, or he is to lose what value it contains and is promised that a reward proportioned to the risk is given him, or shall or given him and he may demand it in advance. 4 Barr. 120. 408. 622.

The bailment here being advantageous to both Parties, it will follow, if there were no circumstances to induce the application of the Gen. Principle, that the common carrier not be liable for anything less than ordinary neglect, and this was the case as late as Ten. 5th. In the reign of Elia, being settled that robbery was no disease. But the Rule at that time was altered in further. Beant 52. 4. 144. 3. 4. 84. a.

The bailment, here, being advantageous to both Parties, it will follow, if there were no circumstances to induce the application of the Gen. Principle, yet the common carrier not be liable for nothing less than ordinary neglect. Circle whatever.

The prize now is that the common carrier is liable for any loss occasioned in any manner, except by act of God, or public enemies, or of Raiders. Bull 10. 14. 1. Stat. 3. 5. Barr. 592. 1. R. 122. 4. 127. 1. 115. 1. 21. 2. Stat. 251. 1. 201. 409. 64. 144. 0. 6. 3. 55. 3. 578. 9. 253.

It will be seen then, that the liability of a common carrier is extended far beyond y.e of the Raiders, where the

+ The bailment is advantageous to both Party, and the distinction is,
founded on Public Policy. A great part of Commerce of the world is carried on by Common Carriers. If their liability were exactly the same, as that of common Bailors, they may have it in their power to commit great frauds by conspireing among themselves. Strangers are under the necessity of fording them, and be mere agents to the utmost degradation, to the contradiction of Commerce. Let the exigency of the common carrier be such, because of the hazard he incurs, but the same holds as to private carriers, and that he had receive a reward, it being necessary to constitute a common carrier. 4 Eq. 84. 11 B. & C. 148. 2 Bro. 540. 151. 1 Rob. 34. 1704. 2 Rob. 318. 11 Eq. 145.

A common carrier not liable to ye damage he is bound to if he is bound to be paid, because, if he carries gratuitously, he does not act as an Common Carrier, but as a Fundatory. 1 Tom. 485. 1 Pau. 621. 1 East. 604.

A com. Car. is in y nature of an innmin at all events, he act as a Guard of public enemies 8 of Bailer.

If then the goods are lost by any cause,oter than human control, he is answerable. But for a loss by fire occasioned otherwise than by lightning, he is liable. If it be by accident, a occasioned by an accident, he is not answerable.

1. 11 Eq. 33. 2. 44. 3. 125. 2. 44. 11 B. & C. 148. 2 Bro. 70. 1. 5 Eq. 16. 11 Eq. 620.
1. 11 Eq. 343. 2. 174. 124. 5 Eq. 401. 1 Tom. 34.

When goods are damaged as consequence of a hole ground, though the act of a agent by a rat, the bailor moues had been liable. 11 Eq. 147. 4 Bell. 50. 1. 11 Eq. 342. 1 Hals. 281. Rule the same for running in Thieves.

If he is liable for losses occasioned by ye act of a public a thing, for they are not such public enemies as done within the Rule. 1. Tom. 539.

Pirates are public enemies within y Rule. But it has been decided that a shipsman, ait excited for losses

If a tempest makes it necessary to throw the goods overboard, y carrier is excused: for this the immediate act of throwing the goods overboard is not the act of God. y necessity was occasioned by the act of God. Jones 160. Bell Po. 70. 2. Bull. 250. 1. Po 620. 12. Co 63. 1. S. 1803.

1. Cambridge. 43.

There is a case where a box of Jewish was thrown overboard in a tempest. The master was held liable for the loss. Probably the box was light and there was no necessity for throwing it over. This decision must have turned on the point, that it was unnecessary, or it cannot be law. Allen 93. Jones 160.

In the case of loss by throwing the goods overboard in a tempest, carrier, master, freighter. If bawbengers must apportion the loss among them by the law merchants or Maronite Law. In this, for the benefit of all 3. Po 514. 513. Act. Nov. 148. 2. T. 4604. O'Keen 148.

This is a rule of the law Maronite, when a breach of the act Law. 1. Part 220. In this respect there is a St. Luc. 1. Cont. 1. 420. 487.

As to bawbengers contributing in such case, P. C. Hunter. They mistook, for nothing is lost into the damage but what can be deemed a part of the cargo. Man. 463.

A Con. Cam. is excused when the loss is occasioned by gale or force of the weather. Thus, before it deliver a case of wine, it is in a state of fermentation, to be carried also the case bursts in consequence thereof. It may hold not to be liable. Rule 67. 136 621. Rule 182. 74. 69.

So where s carrier regains his life and the owner
insists on the goods being carried. It is reasonable to allow his
claim, for his own fault, if the goods are lost. 1. Proev 132.
Bae 344. S. Contr 136.
So in the case of a hanker, when he must insist.

In the business of exporting the carrier, the goods must
have been lost, while in his immediate care and
under his immediate care and control.

If the owner sends his carriage to a king or chief,
to take care of his goods and he takes charge of them.
y carriage and liable for all loss which may happen.
The meaning of the clause must be, a master who
liable as a common carrier. He holds and be liable
of the goods were lost by his fault or neglect, or if
the goods were lost by his fault or neglect, no if
goods were lost by his fault or neglect, or if
the goods were lost by his fault or neglect, or if
the fault of a common carrier. The doctrine is the doctrine of
the fault of a common carrier. The doctrine is the doctrine of
the fault of a common carrier. The doctrine is the doctrine of
the fault of a common carrier. The doctrine is the doctrine of
the fault of a common carrier. The doctrine is the doctrine of

The rule of the Rule, then, seems to be, yet in each case.
y master is liable for want of care, only carrying of
n goods as common but he shall be as private came,
be for misconduct or want of ordinary care.

But where goods are delivered to a master and a passenger,
is merely requested to take the oversight of them. The
master's liability is not impaired. 1. Proev 132. Con 324.
Hab. 12: 17.

It seems to a common carrier liable for a loss of a box,
the ignorance of the carrier, not he discharge himself by
an agent of himself, to take an agent of himself, to take
Ca 622. 4 Burr 2208. 1. St 86. 2208.

And according to two reasons, the master is responsible
of the contents. By the owner, he is still liable, in he accepts
specially. In one of these cases, the owner takes the
carries, "it is box contained articles of small value" when it fact it contained money. But carrier was held liable. Allen 93. 1 B. 28. 2 B. 37. Buil 70. Note 140.

In other cases owner said, "box contained a book and some trifles" when it contained 100 $. Brand. sec and 130. 3 B. 6. 130. Allen 93.

Both of these cases appear to be opposed to every principle of justice. The books may be made change by a Specific acceptance. 18. in the present case by saying, "box will take your word I box contain only books." Ed. Manwaring has expressed this understanding of a

rule. I the latter opinion of Sir King and Sir Trimble are also opposed to it. 4. B. 398. 140. 1 East 587. a letter denoting the 30th 515. 40. trimble these cases ant law. Print 148.

If it deliver to B. a box containing $ 100, telling him not it contain 100 $. Here is a fraud practiced upon the carrier. The act is concealed in order to diminish the price. The carrier has no opportunity of knowing the act, and certainly cannot be considered a bailee of the $ 100. This is bailee only of the $ 100. So far as he is concerned, he is not liable. It is of the nature of an act against will.

Print 148. 40. 521. Buil 70. 1.

Much has been said with regard to qualified or Specific acceptance. If an acceptance intended to qualify the liability of the Bailee. To make such an acceptance, it any necessary. That there shall be a personal communication between the Bailee and carrier. An advertisement in a lawyer's newspaper may be sufficient to constitute a qualified acceptance. But an it is so, a mere adverb taken an y carrier had notice of the advertisement, and this must be left with the buyer. Buil 71. 4. B. 220. Carth 438. 1. H. 36. 118. 320. 622. 40. 4. Cam. 40.
Under a general acceptance, ni in case of fraud. The carrier is liable for what he receives, but under a special acceptance, he is liable no so much only as he agrees to carry. In this case, the carrier's record extends to no more sum is embraced in the special acceptance, he to any thing, to which his record don't extend.

he and a con. car. are consequently only liable as such. Ch. 621. 2. Carth 483. Bull 701. 1. 50. 2. 23. 3. 124.

In this case, ni in. He B6, y owner having concealed the value, y carrier was held not to be liable at all, but in that case, there was a special acceptance, by the terms of which he was not liable. Carth 483. Ch. 621. 4. East 377. 5. East 357. Ch. 622. 52d. 52d.

A master of a stage coach who receives paynt for passengers only, D not for goods, is not liable as a Con. Car. And if they are lost by his fault, he is liable.


He a con car isn't insured for more than his reward extends to. Yet he is liable without actual paynt made. beforehand or without any express promise of paynt. Because he may receive his hire upon a Quantum Meruit; he exists bound however to receive the goods without paynt. l. Boc 343. l. Thoew 382. 2. Thoew 9. 129. Gror 262.

A notice of the Bailees limiting his liability must be in conspicuous place, in his office, dispenses with the necessity of a personal communication with the Bailee, and under such a thing, reason is assumes that the Bailee understands his terms.

To charge the Carrier it is necessary that the goods be lost in transit, so if they are lost at the Arm, and before the delivery, he is clearly liable if the goods are not delivered and are lost, he is liable, and he
But if he keeps the goods as a bailee in trust for the storage, he will be liable as such. If he keeps them for a reward for the storage, he will be liable as a hirer, and liable for want of ordinary care.

Does not the act of conveying include a custody?

And is it not the act of bailee as bailee of the third hand?

If delivering goods on a dock, see *Deb. 302. 10 Thn. 308. 4 Thn. 303. 4 Boc 304. 4 Boc 305. Then 5. 5 Boc 306. 2 36 10 Thn. 5 Thn. 306. 2 Con Consn. 422.

If any consignor of goods directs a consignee to ship them and not the consignee will be entitled to the action, or he is the bailee. *Deb. 333. Co 307. 2 Thn 50. 3 Canstl. 254.

Whenever the consignee makes himself liable for the injury of consignee, he makes himself to risk, he is entitled to the action even the consignee relines the consignee. *Deb. 333. *Deb. 2 443. 52. 2 Thn 50. 2 Boc 232 2 32 Thn 2080. 2 32 Thn 2080. Then 2 232 5 Thn 218. 2 Thn 222.

If he sends an order for goods and fails naming a carrier, the vendor delivers them to the carrier, they are at the
When an action is brought on a bond, it must be brought on the bond itself, when it is a bond. 11 Cor. 496. 2 Cor. 523.

5 Burr 2641. 14. 37 Jess. 12. 3 Cow. 5279. 3 Sme. 107. 3 T. T. 365. It is an action quasi contracti. Secum if it be so in fact.

To the Commissioner of the owners, 5 Burr 2641. 15. 2934. 3 Cor. 12 Ann. 2018. See Eldridge.

By the 6th. 7th. 8th. 9th. 10th. 11th. 12th. 13th. 14th. 15th. 16th. 17th. 18th. 19th. 20th.

By the 6th. 7th. 8th. 9th. 10th. 11th. 12th. 13th. 14th. 15th. 16th. 17th. 18th. 19th. 20th.

By the 6th. 7th. 8th. 9th. 10th. 11th. 12th. 13th. 14th. 15th. 16th. 17th. 18th. 19th. 20th.
The general mode of declaring an assumpsit, 1 Tulk 814.
3. 3 Inst. 42. 4 Balnot 320.

When property is stolen from a common carrier, the carrier
lost, so as to suspect him, he being guilty of no misfeasance,
the remedy against him is a special action in the courts.
But if it is liable on the ground of neglect, express or implied,
the carrier will be
for here is no misfeasance. This is if he were guilty of
8. Co. 146. 1 Holt 257. 5 Burr 2827 & 2 Bos. 257. 2 Bos. 280. 35.
20. He may make himself liable to both these
actions. Tulk. 320. 2 Bos. 61.

The carrier has a lien upon the goods 16.
Ed. Pagh. 182. 3 Bl. 461. 6 Bos. 203. 2 N. T. 84. 1. Tulk

The general law as to inkeepers will be considered
hereafter, but it is necessary here to treat of their liability
as Bailees of goods, Goods. 1 Ed. 133. 6. &c.

A delivery of goods by an agent to an inkeeper.
came to be held under the 2d general head-5th
of Bailees.

A delivery of goods in this way is a Bailement. It
is a person delivering a trust to another employ-38
for a reward.

Bamstead draws a delivery to an inkeeper, as a
Commodating or Lending Goods, but the two kinds
of delivery are not resemble each other in any other way
than that they are both Bailements. A Lending Goods
is lending for a time or-shame or Lending only, and a bonoever
mandated in such cases always a private Bailee.

B. 8. Another is Bailee under the 6th division
12. a Mandant.

A mandant in such cases always a private Bailee. he receives the goods to take care of them. Grant that no mandant is always compensated for his care.

11. he receives directly a price for keeping them. Even for immaterial things he is rewarded by another painful context: viz. When he is bound to entertain his guests. The pay for a room, a chamber, has reference to its use. 


The Bailee in this case being advantageously to both

parties. The Bailee in law according to the Gen. Principles be liable for ordinary neglect, only. But the policy of the law has extended his liability somewhat further.

It seems to be a destroying opinion, that an innkeeper, liability is coextensive with that of a Com Car.

But I know of no express authority to that effect. He is clearly liable for loss occasioned by servants in any way. The law on this subject is intended for the benefit of Travellers. They being in general strangers to him. Therefore exposed to danger in losing their goods, unless he were liable to them. & Co 32 3

Bull 73. 1. Bl 430. Jones 133 4 5 a b 29 2 0 3.

According to the General Rule, he is also liable, if goods have been stolen by a stranger, or there has been neglect or not. The point decided here by

Bull 73. is this & Co 33 a 87 R 2 49. & I think that the policy of the law requires yet he should be liable as a Com Car. And he finds nothing in this point.

This rule does hold if the goods have been stolen
by his guest, or by his own servant, or by his travelling companion, or by any other with whom the guest in the room with him. By his own request. 1. B. C. 183. 2. B. C. 33. a. 
3. B. C. 182. 4. B. C. 626. 

It now seems, the Innkeeper are liable for losses, occasioned by common robbery, and on this subject there don't seem to be any authority that are conclusive. In Tho. 2. to say that if the inn be taken, and the goods taken by the king's enemy, the Innkeeper is excused. Now it seems to imply that he must be liable for any other robbery. In assigning a reason for his rule, it is said to be, at such force is supposed irresistible. The conclusion from the authority, it must seem must be, that for a robbery committed by a small party, he must be liable; but if it were by a large party, as by a Mob, or by Burgungry, he must be excused. Hence it appears he must be liable to the extent of a con earns. And the authority, is conclusive. 8. & 53. a. b. 1. B. C. 182. 2. B. C. 626. 

By the Roman law, nothing less than inevitable accident excuses him. And our law is very much like it being deduced from it, almost word for word.

It now seems that the Innkeeper is liable, and there is some doubt in himself, or his servant. But you must know as to such he, being excused by S. Butler. 8. & 33. 2. B. C. 626. & 8. B. C. 626. & 1. March and Tolbo. 310.

The Innkeeper is liable only for such goods as are 'Stipra Distincta.' But this includes his oatmeat, and potatoes. 8. & 33. b. 2. B. C. 626. 4. March and Tolbo. 310.

If the goods of a guest are removed from an Inn, and lost, by his own act, or, if the Innkeeper is regularly not liable. As if a guest orders his horse to be sent
be a bastard child. If, when I am present, he is liable to
be the true father, I shall, if not in the house,
1613, 6 B. & C. 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63.

he may be presumed that if a just men his house, to be
put into a bastard and be adopted and be kept for want
of a father, the father will be liable in the grounds
of ordinary neglect. The rest by the rule foundes on holp.

A damage is done by the registrar report a bastard may
be kept in adoption, on the agreement of the fathers of
the children, or in court for the neglect. 1 Edw. 2, 1 M. & N. 122.
In Spen 30.

But in this case neither the nor liens will lie for
there is no unauthor'd deliverance in actual misfeasance.

86. Case of Baitment. Mandatum.

A mandate, which is a damning of goods to be seized or
some other act to be done to them without a reward.
The species of Baitment is sometimes called 'acting on
commission,' but the admission is greatly improper and the
words are more a mandate. As the mandate is partiality of
one difference between this and a reward, in the one
it is done out, and the other to be done aside.

A bastard is this same thing. The advantage to the father,
say, the father is liable, according to the general principle,
for nothing more, in good report, and such is the law.
1 Edw. 2, 1 B. & C. 13. 1 B. & C. 11. 1 B. & C. 13. 4. These are some
qualifications.

But where there is an obier, present to the house,
so the man pays his own expenses or kindness, and the
house as to the man not yet ex. As he agreed to
accept, he is clearly liable. But this is account of
To maintain a distinction between the duties of a bailee, when to a mere bailee it is no longer true at all, and when it lies in keeping and managing only, by keeping, he means labour. He says that when the bailee came right rewarde, he doit implicate himselfe to see and care and watch, Jones 13 H. 1 70-72.

He says that when a bailee undertakes to do any thing else in to maintain a ship, for example, he
a merchant engaged to take at the Custom house a good of Bond with his own, and to do it gradually, he did it;

And granted a prong determination in consequence of wherethe were profited. It was held not liable, but the own goods were lost to the same date, and therefore there was extendly not paid. 1 H B 133, 4 Bow 235. 8 B. 136.

Once again, that a shipman to convey goods, don't blindly a contract to use all necessary care and skill. Bow 72, 87.

It has been observed at the Custom house an engagement, to use all necessary care and skill, on the part of the

shipman, where the act to be done is in the hands

of the owner, that is to say, but the implied agreement extends only to the performance of the act and no further.

There is no implied agreement to use all care and skill in keeping off, for if the goods could be lost, if management

or be liable only for such neglect. This is a clearer

engages to make a Shipment Goods. The Custom

shipman, an agreement to do the work. At last, if this be not to be

kept, 2 Ch. 38. 4 But 38. 4, 2 Bow 2, 268. Rule 73.

Even an adverse agreement of the Shipment to not all

necessary care and skill, with all respect being paid for by

accepted by the act, or is a sort of lawful enemies of

the Shipment. 2 Ch. 38, 11.

But it can be common that a Ship can be

cannot even be liable to goods. Without further from these agreements.
on his own hand a bill. As can be known that, e.g.,
was his own words in the

The has been observed, that a contract is one whereby,

was a prior claim. But all it be true or not,

the delivery of the goods, or delivery tends here as a

on. To that after the goods are delivered a

Mandatory, I engage not in his said address or Ambush

empties him as a contract. But he and sound before

delivery. If I promise to deliver a house for a money

and at the same time refuse to do it, he cannot collect

me, for it is a medium between to if I promise to carry

goods for B, and at the same time refuse to take them.

I am not liable, but, after having taken them, I am

certainly bound to carry them. Ed. Ray, 8 N. 1018.

1. 657. 46 and Ash 129. 27; 2 L. 364; 1 Ed. Ray 39. 11.


The opinion are not all concordant on this point.

But besides the above authorities, there is a judicial decision directly in haste. Now, a delivered money to B, and B

promised to deliver it one, B and D at receipt of B and

promised. 7 G. 11 4. 138. 4. 287.

Jones says that the liability of the Bailee is founded on the

promises, and not on the promise. Ed. Ray, 46.

6. 3. 11 2. 87; 44. 1 36.

Jones says (76-30) that where special damages, amount

an account by the bailee, not taking the goods according

to the agreement, an action will lie, the y contract is

published, and this, he says, is because of the special damages.

The damage must accrue at all time in the breach of the contract, but the same will not amount to in chancery.

The question of damage cannot arise, since the question of the contract is in chancery. And be begins at the

end, for there be no lien to the party's right to damages, before his appearance, as the action will lie.
general rules of law.

1. there is understood to be a direct claim of encumbrance when one specific property of another, as security for some debt or duty, is accompanied with the assumption of the property or security. if it is not secured, it is void unless accompanied by a debt or duty. this is the rule only in favor of the party. in the 8th book of the civil law, page 247, it is stated that a thing has a right to retain the possession, but that a lien is a lien. it is a security for property, not an encumbrance to secure a debt.

2. sect. 82. ibid. 83. ibid. 84. sect. 413. or sect. 245.

in the case of a defendant, if there is no lien, there can be no lien. the lye is the thing. the Column may be known. the delivery, whatever it is, is not.

1. select 25. 36. 37. 38. 39. 40. 

in the name of the 4th line, it always has a lien. in the name.
A man, a thief, is created by the delivery of the goods and the delivery of the property. 

Most bailees of the 3rd kind, have also care, to a great extent, to return the goods or property to the bailee, or to return the property to the owner. 3 Bage 130, 62. But the act or case, is not otherwise in the case. 3 Bage 130, 62. The, then, is created by a vendition in view.

A man, the owner, who obtains possession of the goods from the bailee, wrongfully, has no claim to the. 3 Bage 130, 62. 4 Bage 288, 304.

A common carrier has a lien, tile his hire or wad, 3 Bage 130, 129. St. Bage 1870. 4 Bage 54. Contr. 3 Bage 130, 62. 4 Bage 288, 304. Not 1870.

And the land down by Ed. St. Regis, that of goods, are stolen, and delivered to a thief, lam. 2 Bage 130, 62. But the goods, he retains, the hire was the owner, tile his, reward for a damage. 3 Bage 130, 62. And, for as, a common carrier he is bound to return the hire. 2 Bage 130, 62.

An unkeeper may detain the person, of the article, of his hire, 1870. 4 Bage 130, 62. He has a lien, upon his property, for he is bound to receive him. 3 Bage 130, 62. 4 Bage 288, 304.

A man, the owner, may detain the horse, of his goods, like his, the hire was the horse, for. But the horse cannot be detained for, a reward of the goods, entertainment. The goods however, may be detained. 5 Bage 130, 62. 3 Bage 130, 62. 4 Bage 288. 62. 62.

And an unkeeper may detain a horse, even the hire, by a person, not the, who owner, and he may detain him, 1870.
But the Innkeeper loves her till he voluntarily deserting
she may, to go out of his service. Indeed that is
wiseCATS, indeed, upon general honesty.
Present is essential to all such cases. A right to
delay may be detained, and necessity, subject to that, if
as usual, in his house. To 388, 389, 884, 1 Bac. 463.4.
1. 1. 2.

Most private bailors of the 5th class, have also a duty
for their dealings, wherein goods are
delivered, to be bought, and a lien like a bond for so
done is paid. It is true that he is not bound to receive
the goods, and his lien therefore cannot be founded
in that capacity. It is said to exist for a breach of
bail. If however, the bailor is in the habit of giving
the bailor, he ought not to detain without showing
where, for he is presumed to have done the work in the person's
credit of the Bailor. 1. 2. 147, 1 Bac. 240. n. 46. 32.
2. 1. 2.

On the other hand, an agent, in his capacity, cannot detain a
property committed to him, the same. First, because
the suit bound to receive none. 2nd the Interest of
trade and commerce, and affected by it. 80 385.
Bull 96. 60 Ch. Q. 1. Bac 240. n.

The captain of a ship has no lien when her for his wages,
and time, for he is deemed to trust to the personal
wit of the owner. If he had a lien, he might make
a very unjust use, to the great injury of the owner.
As he might keep her in a foreign country & enforce her
lien, till he became master. Pkt 33. Doug G. Ed Ayr. 632. 37.
The manner before have a lien upon her, for they are
supposed to contract with the credit of the ship; and
there is no damage to the ship's being set a foreign
kt of dangers and have her examined and sold for her
value. The master has generally the power to pay them off.
So is the return to whom they are to look for payment.

In the case now is a sledge to deliver a sum
of money to a relative for his reward, he was no
man. It has been declared in the case of a farm, the landlord
of a wish to retain a lease, until he has paid to his case.

The landlord had to the case of the farms. The landlord

A factor has a share in the goods in his poder.

With regard to other Bailey, from those of the 4th and 5th
clauses, they all have a special interest, some higher and
some lower. Yet none of these have a lien. There is
nothing to be claimed for them are entitled to nothing.

1 Rule 120. 1 Bac 245, 360. 170. 170.
It has been observed, yet if the bailor is insistent, his creditors must not hold, nor the bailor himself was such an extent that they might also be in his name by disposition, and that the bailor is insistent, with the appearance of appearance of ownership, or creditor cannot look to the Bailor.

The terms of the Bailment enabled the Bailor to hold and abide as the times were. This was settled in the following case. A deposit as a pledge with a pawnbroker, a sea, a lay of stock, and a being insolvent adjoined of them to their losses, ye bailor was allowed to receive them of the 3° person. The Pawnbroker had no right. In the terms of the bailment is treated with goods as his own. The breaking the law was clearly a violation of his trust. 9th 30th and 44th 3rd 28. 84. 3.4. 30th 30th 17. 25th. 1.6. 24th.

This case will illustrate the rule that the bailment must not only have the appearance of ownership, but he must with the consent of the owner, have the goods and disposition. If then these are left with a soler, a note, a power, or a trust, and well there, ye grantor cannot hold them on, and the creditor, to Bailor will have to Bailor. See 6th 4th.

The idea of goods are left up the bank, not the vendor, of the Bower, for a particular, real, or personal, necessary, hold, or trust, and the vendor becomes insolvent, as the creditor or lurcher can hold as the owner.


A bail shall not be determined in Comt. until the money is, a new, in condition. If the bailee becomes insolvent. This is misleading.
Of the manner of *obliging* a man to send his goods over to the persons of another, according to some of his contracts. Because he said that it

The end of the rule is, *if* at a bail, the goods fail to be

That such is the rule apparent from a rule given in the same

The true owner may claim the goods wherever he finds

He seems that in such case, if a bailee dies, and his

He cannot discharge himself by a delivery to the bailee, who are the owners, the reason given is, that he being come into breach by act of law, he is bound to deliver them to him, who is by law entitled to the
The law on this subject is in a great measure regulated by the St. 21. Jam. 26. 7th. is an expression of Con. law.

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in cases to all cases, where the goods of the
person are to any manner in the poss. under a
subscription of the Bailor, with a notice, content, &c. that
it extends to goods, which did not belong to him originally,
as well as those he had. 1 C. & P. 82. 8. 368 C.R.

It is well to observe that as a goods originally belonging
to the Bailor &c. have sold, but permitted to the
purchase to remain in his poss., the mar be strong before, as it is now, then a conveyance not have
been fraudulent and consequent, read &c. 1 C. & P. 13, Ch.

And also a creditor of a, Bailor are allowed to come
on the goods in his poss. not merely on the grounds
of fraud into Bailees &c. bailor &c. but on the ground
of false credit. 1. 368. 374. 390. 368.

And further by relating to a representation of fraud.
into Bailees &c. bailor &c. while avoid nothing to the
bailor, as between him &c. the creditor 368. 390. 180. 3.

But the it dont extend to goods possessed by Bankr.
in the right of another, as of an Estate &c. became a
Bankr. estate, being in the poss. of the property of the
deceased, that property and liable. It and the fact
of representing get he holds 3 goods, for the real own
by law, and they cannot possess it. 1. & 56. 132.
2. 1. & 56. 132. 2. 1. 22 18. m. 3. 10. 619.
dont

The it however, extends as well to mortgaged land as
in absolute cases. when the vendor remains in poss.
and it may be asked why are not mortgaged lands
likewise entitled? the reason is, the Law dont hold
of bor. of land to be kind of ownership. The ownership
of lands can also be proved by title deeds. But more
can be no such thing of & ownership of Personal property. Dep't of Personal property, especially with the order and disposition of it, is the best ease of title. 1. Acts 188; 1. Bell. 168, 168; 1. Selw. 266. 5th. 548. 5th. Eob. 368. 5th. Bell. 268. 5th.

The St. don't extend the sale of a ship at sea, by the owner on land; for here immediate poss. cannot be given to the vendee, and therefore it can't be a fault of either party, if the property remains in the hand of the vendor. 1. Acts 168; 1. Selw. 482. 5th. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th. 482. 5th.

But in this case, a vendee of a ship must take her into her name as soon as may be, otherwise she is liable to rebus. 1. Acts 168; 4th. 4th. 4th. 4th. 4th. 4th. 4th. 4th. 4th. 4th.

And there are cases where a practical delivery of goods and chattels under special circumstances, as where goods are kept in a store, here delivery of the key of the store is a sufficient delivery. 1. Selw. 1. 482. 5th. 482. 5th. 482. 5th. This is called a Tentative delivery, embarrassed.

To bring a case within the St. a goods must be delivered by the Bankrupt Prinziel as his own goods and this with the consent of the owner.

They must not only be left in his house but also in his care and disposition. These poor land sales.

If a St. 3 a horse to go a journey and St. 3 is a bankrupt, it must have and liable for his debts. If not, cannot be taken for his debts. These must satisfy St. of ownership according to common experience, as he common very much to be a 35 for men to ride other than their own horses. And be 35 for 35. scooter, if he lent the horse for one or 2. 35. Cons/ 253. 1. 35.
To the same reason, a temporary post for a particular and necessary purpose, to be answered for by Bailor, will not make a good statute. If the Bailee be a bankrupt, then a case arises, and without either of the two, the bankrupt Bailee must appear at all respects to be the true owner. Helio, 27, 160, Table VI. 255 or 50. And the copy shall be—

If from the nature of his business, a permanent title of his ownership is concluded, the true owner shall hold his goods in preference to the creditor. Thus, if a factor, known to be such, becomes bankrupt, his goods of his principal are liable for his debts, he being known to be a factor. The burden of the goods over no particular credit to him. 1 Bl. 64, 65. 1 Edr. 388. 1 9. Dowl. 318. 3 and 4 Edr. 315. St. 24. To v. Goldsmith. 8. Horace. Banker in Eng.

These 2 Fts. are intended for the benefit of the bailee creditor or minor purchaser, have no concern, but as it is in accordance of the 12 Stat. 12, it will be needless to treat of it.

In common cases, if Bailor be not willing to pay, nor to do otherwise in the consideration of the Bailee, as a bankrupt Bailee is a creditor, who by law is entitled to have the goods in a bankrupt's estate. If the Bailee dies, or in all these cases, be held by the owner, a writ of Quassem Emiuit Esperti, 7 Hil. 68. 1 Edr. 50. 3 and 4 Edr. 253. 2 Bl. 350. 5 Bee 209. 1 9. 5 Edr. 32. 1 11. 5 Edr. 644. Cowne v. Scott is a leading case.

The rule is the same as to Bailor as if his property were taken from him wrongfully.

But there is an exception to the rule, when the property raised is money or bank notes, or any circulating medium, transferable by delivery. Here a bona fide
Under the Statute a creator of the Bailor who seizes the property as his cannot hold as the Bailor in any case, nix the bailiff in bankruptcy.

So in Court, however strong the appearance of ownership may have been for of the bailiff is solvent a creditor may have his remedy. So also of a purchaser for he may have his remedy on the Bailor on his implied Warranty of Title.

It has been observed that if the bailiff is solvent his creator will not hold in the bailiff's hand such as gave him a Title creditor and it may be added yet the property must be in his own possession and order.

And the no bailiff is solvent with all appearance of ownership a creditor cannot hold as the Bailor.

One of the bailiff's bailment enabled the Bailor to hold and appear as the true owner. This was settled in the following case. A [illegible]ed as a pledge with a pawnbroker, a [illegible]ed bag of jewels and his being solvent accused of him to 3 per cent. a bailor was allowed to recover them of the 3rd person. The pawnbroker has no right by the term of the coining to treat these goods as his own. The breaking of the seal was clearly a violation of the trust.

This case will illustrate a rule that the bailment must not only have the appearance of ownership but in the court with consent of the owner, have
order and disposition. If then goods are left with a
depotary and he becomes insolvency and sells them,
the purchaser cannot hold them nor can the creditor
of Bailee hold them as Bailor. *129* 44.

So also if goods are left by the purchaser in the
temporary use of the Bore on, for a particular, reasonable
or exigent purpose, and the holder becomes insolvent,
neither the creditor nor purchaser can hold as the

So has also been determined in *Com. 1.* 49-50, where on
a benon left to a cow by another, if the bailee became
insolent, the creditor or purchasers cannot hold as
Bailor, nor for it being a civil custom when the per- 45
sont and not on the proof of ownership or a note of debts
supposed. Thus, however this species of bailment is to
be discharged and is as useful an one.

A purchaser of beef entitles for a *State.* *He* commissed
him to a certain depôt, to drive and to sell, and the
bailor kept the beef in his own store and sold them, he was held
that the purchaser did not hold them, because the
cosa specier was unconfined, he is a civil right in no way
at all of ownership.

It seems to be a question, not precisely settled on the
beef, an if goods are left in bail for hire, to be used
by the Bailor for a certain time, & creditor, & others, when
becoming insolvent. Can that be a case of rent for the
term of the bailment. The better opinion seems to be that
a purchaser cannot and that it cannot be taken
at all.

*Com. D. 5 c. 5 b. 4.* 129, 49-50. 414.

The benon of a man is founded in, not to a personal
trust in the Bailee and he cannot himself appear it
during the time. The general question before is the
When reading the case in T. L. it was abstruse that a person of Mr. King would be in favour of admitting such a burden, to be taken. But when evidence with regard to the subject matter, his opinion will seem to be decisive.

In a general rule, the Bailee, having a general property, may maintain his right. In any such action for any person who has, de-facto or de-jure, the goods, in the possession of a Bailee, &c. Bac. 104, 180; 2 Ball. 141.

"For the 35th.

And a Bailee hold even the y bailo never had y actual poss. by a right of poss. The house constructive poss. 3 poss. The law are common and mean a right of possession y poss. Thus if I make a bill of sale of goods to B. & I leave them in the poss. of A. and I change, take, one away. B may recover them from the stranger: for the bill of sale gives bail the property.

For in rule of law, that he who has an interest in things personal, has of course a constructive poss. &c. as it has been transferred to by his own act. or to exposition of law. Mr. Justice may be in a hand of another.

"In 212, 2 Ball. 501; 3 Y. 438. (Clar. if he had it the right of immediate poss.)

But if a goods are borrowed or bailed for baili, to be used for a certain time by the Bailee: y bailee cannot maintain any action for a wrong done for taking or injuring them during that time: in to maintain error in T. L. must have y actual constructive poss. at a time where a injury was done. But here he
What then is the remedy of a Bailee? I answer, by a return of bailment. If he has also a right of replevin during a term, he must have had a pure estate there. I have also a right of replevin during a term, or not in conscienceness with the right of a bailer. During the term, a bailer has a right of action. But if the return be after the term, a bailer has a right of action. The bailee is in possession. Why may he not have an action? Because he has no property for the time. But it is said that he may maintain a special action on a case for a conveyance in the possession. 1 Ch. 18. 2 and 32 n.

If the property be actually destroyed by the wrong of the bailor, during the term, the bailer may sue the wrongdoer, to satisfy the bailor, but if he shall refuse to sue in whose name to the bailor, in order that he may sue, a lot of the writ compels him to lend it.

If goods belonging to A are in the possession of B, and a stranger takes them away or injures them, while in A's poss. B cannot have an action by the wrongdoer. It has neither the actual or constructive possession, for a special case in the delivering, don't convey a right of pos. 2 Cit. 300. 5 Cae. 140. 13 371.

But a delivery by the donee's tenant or by any one appointed to receive them, by the donee's order or direction, is in some a delivery to himself. Coop. 324.
The statute declares a bailee to be a bailee in every case. It also states that a bailee cannot maintain an action for damages in recovering the goods, nor in the suit in negligence, unless the bailor, and the bailee, have never been friends. (Bac 104, 207, 227, 231, 241, 291, 307.) Ed 1867, Sec 16.

On the other hand, the bailee may maintain an action for the full value of any goods that he takes, and it was seen that every bailee may maintain an action for the full value of any goods. No such rule is there. In the present state of the books respecting this right, it seems to be doubtful. (Bac 162, Ball 33, Ed 1876, Gask. 143, 156, 161.)

A creditor may receive a bailee whose rights are injured by a wrong done to him in his hands for the true owner, he has a right to partnership. (Bac 360, Ball 33, 170, 171, Conn. 204, 205, 206, 207.)

The argument is a mere right to sue a bailee in every case. It is said to be his own property, or in the hands. It has therefore been doubted, but a debtor, under a special agreement, can ever maintain an action for the full value of any goods. Because he said he is liable only for his own goods. (Bac 104, 262, 1, 307, 341, 449, 13, 60, 73, 83, 92, 102, 112, 113, 128, 139, 231, 241, 251.)

The question seems to be wholly unsatisfactory. That because the Bailee's liability does not accrue to the bailee, but because the Bailee's liability is not the ground of his right of action, and only on the ground of his having a special agreement, he has this right. It admits of no doubt that he has the special agreement. This has a right of balance, and it becomes, but this never before.
It is established, yet, a lender has a right of action as a wrongdoer, if there be a voluntary transfer, or, if the receiver, *a fortiori*, the executor, or the assignee, agrees with the wrongdoer. But it never was intended that a ground of a borrower's rights to the action arose his liability over to the lender. 2. *Boul.* 285. *Boul.* 282. *Boul.* 264.

A still stronger case is analogous to it. A servant, robbed of his master's goods, may maintain an action for the hundred, in the Act of Mortons.

But, it is universally agreed, that he is not liable to his master. The ground of his right is clearly that the defendant, had he had a Med. 484, *Com. Ld.* 627. *Com. Ld.* 603. 12. *Mand.* 304. 3. 309. 13. 309.

*2.* *Tamma.* 380. 3. 309.

An assignee of a bankrupt after having acquired goods, after his bankruptcy, may have *Ories* on a strongbox, nine will contend, that his right arises from his liability over to his assignor. Yet he it is more equitable of the goods, for the assignor. 1. *Boul.* 44. Doug. 452.

In an action by balsee to a wrongdoer, the balsee liability over to balsee cannot be tried; no such thing as *trying* &c. *Boul.* Policy also demands it.

It seems then to be clearly proved by analogy, that the grounds of the balsee's right of action as a wrongdoer, is yet, his liability over to his balsee.
It is said that a special property alone is sufficient to give a right of action for a wrongdoer. Bell 23. 3d 100, 2d 100.

But to come to what establishes the doctrine "false
store," it is clear down 3d 100, 2d 100, that mere bank
proof is insufficient to give a right of action.
A wrongdoer. 1 3d 100.

Even if the bailee's liability over the Bailee is in any instance a ground to a claim by a wrongdoer, still a dependant has the right of action. He may be liable, he is accountable for good, and may be subjected for loss or damage. This brings us to the principle, a depositor is entitled to an action. It cannot be known whether he is liable or not, before proof, and can he be liable or not, cannot be tried in an action by the wrongdoer, by the bailee. There is then no distinction between a depositor and the Bailee, as the right of action is a wrongdoer.

All bailees may therefore maintain an action for the full value of a wrongdoer.

If a bailee delivers goods to a Fiander, the latter may have an action on any third person who violates his stop. So he has a special property. 3d 100, 2d 100, and therefore a right of 5. Bae 250. 1. Ad 242. 3d 100.

This rule ought to be observed, both in account of its intrinsic importance and its relevancy to the case discussed.

An ouster or Broker may maintain an action in his own name, in a embarks for goods sold, as the buyer, and this he may do. And the goods were known to belong to another. Now he acts only as a
Tort to the owner, but he has a right to a action to recover, because he has a beneficial interest in the sale, and because the contract is in his own name. The reason why he is allowed the action, is not that he has an interest arising from his commission, but because the contract is in his own name.

1. To Ab. 11. 2 and 39. 1. Chitty 5. Bull 130. A factor a factor is entitled to maintain an action to recover, the owner.

So also the master of a ship may maintain an action in his own name, for the freight. Reason: the contract is in his own name. Part 483. 1. To. 82. Bull 130.

It will be perceived already laid down that in many cases, an action may be lost in the wrongdoer for the full value, either by the Bailor or Bailee. But there be only one action for the full value. A recovery in favour of either will bar an action lost by the other. 5 Bull 105. 263. 13. C. 62.

And the Bailor may recover the full name, while the Bailee may recover for his special damages. For the recovery of the Bailor is no compensation to the Bailee from the damages he may have sustained.

As laid down in: Rolls 36 of the Bailee and bailor both one, he who recovers first, shall have the other of his action. 16. The first recovery may be pleaded in bar to the 2d action. 2 Rolls 105. 5. Apr. 92.

But it will seem that the mere commenceing an action by one of them, voids the other of his action of that same nature, and yet the action cannot be reset together and the parties, who are for the first recovery.
He who does hurt, entitles himself to recover according to the analogy. As in the case of delivering by Mark 3:31 under eminent for the same thing. 3 Saec 359. V 156.

Cas. 127.

To also the cause of the Dodger, where, if in the process commences an action, he defeat the right of the Dodger, the latter might have commenced an action. 3 Coh 44. C. 2 Coh. 813. 1 Yell 656. Cre. 5 108.

If the bailee owes and recovers of the wrong, he can maintain no action on the bailee, for he is entitled to put one until action. 1st Rev. 1st. Cre. C. 243. 1. 2d. 124. Sah. 11. 1. Coh. 319. 2d. 68.

And it was scene that if the bailee first commenced a suit on the wrong, he by that waives his right of action on the bailee. He had a remedy, but by that he made his election and is bound by it. There is, however, no direct authority to this effect, but there is the strongest analogy to support it.

If in the case of a Receiver and Executor, if by process pass the receiver to the trust of the party released. 2d sect. 341. 1. 3d. 68.

If the bailee went, for the full value, he make himself liable at all events to the bailee. To debar him to support that bailee, except on principle, if it be true at bailee commencing an action on the bailee right. It was he who have no opportunity to seek his remedy:

If the bailee takes the bailee in the bailee before his foreign interest shown is determined, at bailee
may maintain a Special action in the case, as long
for the each case, the Bailee is a wrongdoer, 5 S. 4 C. No.
260. 2 L. 6. 18. Bailee may recover for Special injury.

But in the Bailee in this case can maintain action,
or trespass, is a very difficult question. The Bailee's
Special property is the ground of his right of action,
but this it not seem confer a right of action for the
full amount only to strangers. The legal as between
Bailee and Bailee, and the Bailee, he has only a
Special property in them. 1 Bao 2d. 8th. 611. 411. 30.
23d. 5 Bao 180. 7. 60.

On this ground, it appears that the bailee is entitled
in trespass, or breach of the Bailee. But in case in Ohio
yet the bailee may maintain action on behalf of the
Bailee and that bailee ownership's appearing in Ohio
shall go in mitigation of damages. 18. 2d. 60.

In all cases, where damages are more mitigated,
the party has "bona fide" a right to recover, the whole
value of the property but the Bailee, in this action
as the Bailee had not even "bona fide" to the
whole value. Besides, the value of the property is
no rule of damages, whatsoever in this case, and hence
it will seem that the Bailee cannot have an
action on the Bailee, nor in its structure is for the
whole value.

If the damages sustained by the Bailee is greater
then the whole value of the property bailed, can the
damage be appreciated? The damages sustained may
be much greater or less than the value of the property
bailed and such damage is the ground of action,
but it cannot be measured by the value, and, ergo
we may conclude that a Special action in the case
is the only proper action in this case.

If the bailee delivers the goods to another contrary to the bailor's order, to bailee at 's sale, unless a conversion and bailee may maintain exom, with the demand. A. 281. 4 Eliz. 262. 266.

As to a sum of action, the bailee may maintain the bailee. A General Rule is, that he can maintain no other action than Delinse or some other action in the case. 260. For the embroil forc'd to return, or refuement, according to the nature. 13 Bac. 471. 4.

C. 248. 3 Eliz. 184. 1 Bull. 74.

When the bailee is injured by the neglect of the bailee, the former may sue either in exom, when the contract is broken or impeded, or in tort for the neglect. 3. Eliz. 248. 2 1st. 218.

The general rule then is, that trespass will not lie at bailee in favour of the bailee, because he has lawful and been guilty of no unlawful taking. 8. Co. 140. Term. Eliz. 184. 3 Co. 148. 45.

There is an exception to the rule, where baiille willfully destroys the goods, for then act amounts, the bailment and destroys his character, as bailee. 6 Co. 148. 5 Co. Term. 241. 2 Bull. 525. 2 1st. 1565.

3 Hil. 45. Contra 3 Bac. 268. Trespass will lie. Perkins.

The destruction to prevent the action of trespass will not be voluntary, in the part of bailee, for if goods are lost by accident or neglect, trespass will not lie.
at a Law, and hence may establish an Inn, if they are so numerous, that it establishes another, it will make a public nuisance of them. 3 B. C. 18, 9 1. B. 84. 1. B. 84. C. 8 8 18. No licence necessary by a Law.

A disorderly Inn may become a public nuisance, and the keeper of it may be indicted for it.

A disorderly Inn may become a public nuisance, and the keeper of it may be indicted for it.

205.


Inns that are not to be confounded with what are called alehouses, not are licensed. In Eng., any person may set up an Inn, not so in the U. S. 1. B. 23. P. 18.

For disobedience to the laws regulating Inn, the licence may be taken away or suspended a time in Court.

**Duties of Inn Keepers**

Thee consist chiefly in the entertainment of Travellers as Guests, and the care and custody of their property or effects. S. C. 87. 3 B. C. 186. A. 8. C. 82. It does not extend to the benem of Guests.

And if an InnkeeperINDER willful, due, cause to entertain a Traveller, when tender of a reasonable price, he is not only liable to an action of the case, but may also be indicted, for his crime of a public nuisance. 2 B. C. 25. 1. B. 18.

The case and duties required of an Innkeeper don't extend to the benefit of his Guests, if then.
A landlord is liable at an inn. The keeper is not liable. s. & c. 32.

If he is liable for his own misconduct as well as that of his servants, if he gives improper wholesome food. s. Bae 182. Note 60.

The keeper in the family may excuse the innkeeper from taking the guest out if he receives him into the inn, his absence, so it seems, in some instances, more because he's from the liability as innkeeper, s. 63. 32. 3 Bae 182.

An infant in keeper is not liable as an innkeeper. 1 Bae 182. 3 Bae 182.

There is a 1st analogy between an innkeeper and a common carrier. s. 108. 3 Bae 183.

If a host requires his guest to leave his abode, and he refuses otherwise to be liable and the guest refuses or neglects to do so, and the guest bears his goods, it has been made a question as the innkeeper was liable. I think not. s. 108. 3 Bae 183.

So it settles however that merely delivering the key to the guest will not excuse the innkeeper for the loss of the goods, but he must actually ask his guest to lock his door. s. 33. a. c. n. 2. 3 Bae 183.

It is not necessary for the tenant here that the innkeeper sh. know what the goods are. But he liable for those duties only to travelers or to persons who board at his house, and whom he charges, as he
as he does Traveller. 18. The same niece.
Nor does it extend to those persons who board
at his house. In general at boarders. &c. 327. Rule
3. & 1st. Bae. 188. 3rd. 276.

Ann. Innkeeper not liable as Innkeeper for the
loot of goods, in the absence of the owner, nor he receives
a dinner for keeping. He is liable in such case only
as Depository. Pro. 3. 188. Rule 273. Nov. 126. 3rd. 17.

But for property for the keeping of which he has ac-
quiesced, a dinner, in the owner's absence, he is liable. 3. Rule 3.
Pro. 3. 188. Talk 383. Nov. 126. 3rd. 17.

There is some debate as to whether what
time will take the character of Guest from a
Traveller. 01. 28. It is necessary that he should be
in the inn every moment. 3. Rule 273. Pro. 3. 188.
1. Rule 3. 33.

Of a Servant a robber of his Master's goods at
an Inn. The Innkeeper is liable over to the

This an Innkeeper may detain the person of his
Guest, till the whole bill is paid; still he can
only detain the horse for his keeping, not for the
rest of the bill. 3. Talk 383. Earth 157. 3. Bae. 188.

If a Guest leaves the Inn without paying and without
permission to leave the Innkeeper may recover and
take him at what is called Fresh Suit.
If an Innkeeper detain a horse or any animal he has no right to use him, but he may add the price of his keeping, during the Detainer to the Original Bill. Prior 475. St. 3 Eliz. 1855. The detain by licence of Inn. and cannot use.

A promise by a Stranger to pay the Bill, if the Innkeeper will discharge the person of his Guest or his horse, is binding. and Assignment of the Act of Annuls, as some have supposed. 3 Burr. 1895. 1 Mils. 303. Pratt 111. 3 Bac. 1807.

Note. An agreement to carry goods gratis, while it remain entire. is not binding. Ed. Ruj. 18th. 10. 18. 20.

Fines of the Title
They are appointed in different modes in y different dates, by y Electors or others of y County in y same or by y Executors and Trustees in others. In Court by y Warrant for 3 years. Bae. 34. 1. 9 34. 343.

They are appointed in Eng. by y King out of a Nomination of 3. made by y 12. men. Formerly by y Command of y Lord of y County.

The y ye in Bae. 3. and 4. 9 34. 32. In e. a man can hold his election one year, if sot it is made, he may be informed "Statuta non nocet."

In small people of County, he not be is abscond, for a word command in another nomination out a 3d. being a County office. But if it is necessary for completing an official act, begun in his own bailiwick to go out of y County, he can by ye House of Assembly sent to his own county, or if he is commander of y militia that is to carry a person in in another county, to maintain y discipline of y same, unless he deliver him into ye in ye County. Bae. 34. 4.

If a person's make into another County, the if may on fresh time, named and made him: for, he is taking in rise for bound and command of his Local authority.

Bae 34. 4. Bae. 34. 343. 4. 9 34. 343.

If the Sheriff having began execution of process, or by making thereof, is removed before execution is completed, he must take 3d. power to complete it. Execution of process being an entire thing: and a tithe man's resonating does not have reference.

Bae 34. 34. 343. 34. 343.
to the question. This rule was violated in 1803, 20 years ago, at an election for Governor, when Clay and Clinton were candidates. They received a greater number of votes, but y virtue of their service in some counties, not before y election, 1 vote from these counties were registered as Informal, thereby giving Clinton y Majority.

Same rule holds as to Enrollee.

At y Law, y Sherif may appoint Substitutes or Under

Sheriffs who as his Representatives or Substalt may execute

all y ordinary ministerial duties of his office. His Judicial

May cannot — not all for Executive.

The duty is remembrance to a Sheriff at pleasure, be done

only a Substitute or Remain. This, a Sheriff may do, without

impartiality and will assigning any reason but while

a Deputy is allowed to remain in office his General power

cannot be abridged by a Sheriff.

In Eng. a Deputy may, specially only in y name of a Sheriff

is not regarded as a known public officer, but merely

as a Deputie. Writs are directed not to him, but to

the Sheriff, and are returned to y Sheriff & the meaning

of y word is to understand y Sheriff cannot return a writ to

yl he cannot enforce it in his own name. It must be

done in y name of y Sheriff.

In Court a Deputy acts in his own name and is

lodged as a public officer, and contests may and usually

are directed to him. A writ executed to a Sheriff only

may be executed by his General or Judicial deputy. But

a tenant name. R. 20th.

A Covenant of a deputy not to execute Process of a
certain description is void, as being too late, for it's
his duty to execute all legal Process delievered him to
be executed. R. 4, 4, 2.

R. 4. "Contract 32"
A deputy cannot delegate his authority by a appointment to the deputy: he himself being but a servant. A representative is by a principle of law, no representative can act only in his own person and never by proxy. But when a representative may vote by proxy, he acts for the one, but a representative in his house of Commons must vote in his own person. The same rule may legally extend here. He may empower another as an agent to do a particular act for him, he not being an agent of his Power. But an agent in his person is not good in, or in deputy acts in company.

This is a general principle of political as well as municipal law.

If a deputy is guilty of any neglect of duty, (as in a case of our weeks;) if the duty may have been done, it shall be by the deputy himself or by the deputy and he may act in another, by deputy immediately. But even before a recovery is himself or by any party for if he was obliged to wait till then, he must mean to reprieve of losing it, as a deputy might become a bankrupt. In such case the deputy has violated a implied entitle

to discharge his duty faithfully.

It must be very new, as to their having an action on an implied contract, for there is usually a bond or Covenant with Security. The usual remedy at 90 days, is an action on a bond or Covenant.
A Goaler (or a Common Goaler) is a servant of a Sheriff appointed and removable by him, or (other being at office) the Keeper of a Gaol in his county: not to go where he please, and of whose Sheriffs not master.

A Sheriff has no right (regularly speaking) to confine his prisoners in any other place, than a Common Gaol. If he does, it is a False Imprisonment. 


If the Sheriff confine a person in a Private house, or any other place, than a common Gaol, he will be liable to an action of False Imprisonment, and when he was obliged to do it, as when a bull was broken open. [Verne down | Burnt | &c.]

The Sheriff being "an officer Keeper of a Common Gaol and as there is no Count, no Common Gaol, of which he is not Keeper, he can't there be imprisoned, nor of course arrested in his own County, for as he is a Common or Keeper of it, he can set himself at Liberty. If a deputy that arrest him, he can instantly discontinue his authority, by removing him from office, or if a Constable that arrest him, he can't commit him to prison, but y Goaler must do it, and he is a mere servant of y Sheriff, and removable at any moment, y think! Please, as do it. (He can't be confined in any Gaol, but his county, or in a civil case, that not be unlawful.)

There what is to be done in Criminal, &c., to have justice to be defeated, because he is Keeper of a Common Gaol, in his own County? YG. can't found any thing very definite on ye subject, he may however be committed to another Division, as to a different County, YG. thinks from necessity of y Case.
In 6. Johnson 22, it is held, a Chief arrested in a Case by a Coroner, must be imprisoned in a Coroner's House. This seems to be Law, but it may be said, ye in a new Case, it may make a new Rule to suit the Senity of a Case.

The Chief for arrest of a Case may make is own House or, for he had authority to do a Goal, but no other other. If he think he has. Om the same Brooch or in Eng. Practice, he may. It seems, be arrested, for if not liable to imprisonment, he may be discharged. On Common Bail, as holds how to jail (6 John 24).

In court, as practice, Common bail being unknown, he ain't liable to be arrested on these Brooch.

Then why arrest? In Eng, he may be committed to a different prison.

Then's Liability for y acts or defaults of his Deputy or under him.

The duty being y servant of y Chief, his latter is on. I Cor 4. many cases liable for a acts or defaults of y Temer for 2 Cor 8. they are in legal Judgment, y acts and defaults of y Chief. "He Jureit he almon, heet he, he" 58. 18. 2 Pet 1:19.

When y act or default of y Deputy, is considered as y act of y Chief, his latter is liable.

Hence he is allowed to take security of y Deputy for y faithful act charge of his duty. - More be not liable for y security, he wouldn't be allowed to take Security.
The general Rule is, ye a official acts of a Sheriff, are as to all civil purposes, of a Sheriff, he is civilly liable for, but not liable Criminalite. He is liable for contempt, as well as acts. There is no such thing, as a legal imputable or Crimes from one to another. If subject here Criminalite, he must have been guilty of an offence personally. Sec. Ed. Bacon, 1674. Longe. 42. 2. & 6 Le. 154. 1 Sa. 15. Phil. 233. Cre. 2. 336. 4. Boc. 442. 6. 20 15.

For your private acts of a Sheriff, he liable. For your acts official, he acts not act. Deputy. 4 Boc 442. 1 Boc 94. 1 Law 165. Cre. Else 93. Hence if your Deputy acts an Execution, as it, on your order of B. it has been done, notwithstanding Sheriff, not being having to, your act is liable. As your Deputy acts. It has not act in possession of your Sheriff authority. 4 Boc 442.

That your Sheriff is liable for your Deputy acts official, this tortiously, see Masters are Boc 442. and in a civil case. Sheriff is liable in Trespass, for your Debts and all his substitutes are consider, but one officer. 2 Boc 333.

2 Boc 333. Doc. 42. 2 Boc 337. Doc. 27.

If your Deputy, he ought to be liable as Trespass, any case, as Masters generally are for acts of their servants. For your negligent neglect of duty, your Sheriff only is liable to injured party at 6 Law. - your Debts, not. As for negligent acts, omission to execute a process, for your Deputy acts a known public officer, acting in his own right, or on his own account, our is your process directed to him. Boc 483. 6. Law 13. 5 688.

But for a non suing tort or Misfeasance committed by your Deputy, in his office, both are liable. The Sheriff is liable because wrong is committed by his servant. The Deputy is liable, because a party injured may consider him as a mere Tort Taker.
and is bound to enquire under what submitted authority the act, &c. for a voluntary bespoke. Embarrassing a want of 
$\text{Cost}$, breaking outer doors in civil cases.

An affair sooner sued for a positive tort, is not due in her official character, unless sued for neglect of duty, &c.

46th 18. 80 D. 168. 1001 61. 137. 98. 801 A. 25.

For any defaults of a special deputy appointed at y request of y Platf. on y Forestry, and when his nomination y Chief and is liable to y Platf. The appointment so far as respects his rights, is at his risk.

47th 18. 80 D. 168. 1001 61. 137. 98. 801 A. 25.

In Court, y Deputy is liable for neglect of duty, as for positive torts, for he is a known office of y office procde & directed to him and he makes return, in his own name. Hence he may sue and be sued as Deputy. The Chief is liable also in both cases.

The foregoing rule respecting y Chief liability for y acts and defaults of y Deputy, extends to y acts and defaults of y Deputy, for there are a Species of Deputy's

"If after y death of a Deputy, and before y successor is appointed, y surviving deputy, no one is liable, for y Deputy being dead, y Deputy's authority ceases."

In y case there is no remedy but being attended on y appointment of a Successor. 3 Po 72. 808 812 831. 2d ed 14.

438m 418.

"Suppose y Deputy in y last case detained y man's y runner, 10. omit to en large y run. Is the quality of y false measurement? P. 2 (P P) presume met. He has no authority to discharge y man. He only elected y key and they remain on Status quo."

47th 18. 80 D. 168. 1001 61. 137. 98. 801 A. 25.
Authority and Duty of a Sheriff & his Representative

In Eng. a Sheriff is a executive officer, as well as an executive and ministerial officer. He is not a ministerial officer only, and as such, he is in the discharge of his duty, to execute the orders of the Governor or President of the United States, or of the President of the United States, as such, to the execution of a Grand Jury, or to the execution of a special

Note. A ministerial officer is one who executes a law, and obeys its orders; a command of some superior officer, as a Sheriff or executing a Peace.

An executive officer is one who executes a law, without a command, as a Governor or President of the United States, or a command by law, without a command of a superior officer, as a command of a Sheriff.

First

1. The Governor, or Consul, or Peace, as the case may be, is the first Executive officer of the County, or rather, the County, as the second Executive officer of the County, as the first Executive officer of the County.

As a Peace, a Sheriff may apprehend and commit to the House of the Warrant, all such persons as are by law to be committed to the peace, and in the case of a peace, to take off the peace, or to commit him to the peace, or to arrest him, as the peace. The peace is the peace of the peace, as the peace of the peace, as the peace of the peace, as the peace of the peace, as the peace of the peace, as the peace of the peace.

On a Peace, he cannot commit one to the Peace, for he is a Judicial act. He may arrest and commit.

On a Peace, he is empowered by law, to execute the law, and to enforce the law.
and all unlawful assemblies, and tumults, to apprehend
the persons, and all others who shall be accused of a crime. If any one
before Magistrates, and to arrest the persons of all suitable
persons, 18. all persons of age and ability in the County.
The same powers are given to constables in their respective
places.

Subject to a ministerial officer, he is bound to execute
all legal process, regularly directed to him, and on default
is liable at the suit of the person in case of civil action. Case 2. In Parte approved.
Now 74. 1. 36. 344. 4. 8. 34. 15
As he is liable to arrest at the suit of the person in case of civil action. Case 2. In Parte approved.

If any person is absent, or if the officer cannot be found, the officer may command a "Private Command" at the suit of the person in case of civil action. Case 2. In Parte approved.

He gives him similar power, additional, for he may
command a Militia of his County as an organized Body.

A Privy in another place may not break a door or
Militia of a house; to arrest the owner. In a civil case
or take his goods for it in his house, and so to his
family may not be arrested by a Grand Jury. 1. Co. 6; 3. 20. 8. 32. 62. 3. 62. 3. 62. 8.

They originated in feudal ages, in reason in felony,
but of private in crime decreed yet a major.
In this however it old books, yet a Cred of Proceed
by breaking a door in power. 1. Co. 8; 2. 3. 21. 8.

4. 8. 34. 15.

As, Thinks you want Law.

But y modern sense he is to discharge y Person arrested. This 2. 32. 62.
As however, in some measure, discretionary with y Court; 3. 21. 8.

This is done in motion 4. 8. 34. 15.
Breaking what is not secured by a Writ or by a mock, or making a breach, according to it, as if by Writ or not, is not the removal of force. But if the breach be so made or so done, it is breaking. If A breaks and B resists, an act of violence.

10. (The breach is an act, not of force, but of violence.)

But if no breach be made, the act is not of violence, but of resistance. If A resists, then B must break, as if he were breaking at the breaches. If B does not break, but A does, he must be a breach and a refusal.

26. 617. 11:32. 27. 1:35. 2:45. 3:45. 4:45.

The privilege of outer doors and windows extends only to the protection of persons, family and goods, of the owner, in person dwelling in it. 5 Co 31. 8. 1746. 1847.

If then it is by a house, if it is by force, as by request made for A. A refusal may break of outer doors and windows to execute Civil Process, so have it.

If B's goods are after requesting a delivery in a refusal.

There are to be breaches of a breach, in any case. Is it a breach or a refusal, or a refusal? And

In any case of a Criminal Process, the knowledge is not allowed by force. If by force, may break outer doors, if it is necessary, but he ought not to make the person that he is and demand admittance. 5 Co 31. 4. Bac 457.

So he may in Process, to compel one, to find security for his absence or good behavior, it being of a Criminal nature. 12 Co 31. 4. Bac 457.

So he may in Process of forcible entry, and detention, it being of a Criminal nature. Bac 457.

To whose one having commitments a felony is proved such as without a Warrant, by an Order or Private Order.
In case of arrest only the accused pessoa is entitled to a warrant. 1 Dall. 436.
An officer, by arrest, is justified a not by a writ. 2 Hark. 48.
If he is convicted, an arrest is justified. 3 Hark. 82.
It is guilty of false imprisonment to prevent an escape by an of the person. 4 Bl. 86.

So on a Writ of habeas corpus, the person is entitled to a civil process, y officer may break y door to enthrone the person. For there is no other way of executing it.

Thus, privileges extend only to y house of y person.

So on a civil process, y officer may break open y door of y barn, not adjoining y house, for y privilege is strictly construed.

To get possess of a stone detached from y house, 1 Hark. 638.

Times have often been broken open in Count on y house.

If y officer, having entered a house carefully, is locked in, y officer may break in to release him.

The of having entered a house, may not take title in y goods.

If a person being arrested, breaks into his house, as in all cases of escape, for a night or y custody of a person, 1 Hark. 245.

But if a person illegally arrested by a breaking of an outer door, is charged while in custody with a murder. 2 Hark. 34.

In another act and by an officer, y new arrest is good if there is no exclusion between y parties, and y
By Stat 2d, No civil process may be served on Sunday. 12 during 2d season of daylight on 1st day. 3d to 7th, service is void by service guilty of false imprisonment,
1. Wm. 75. 4. Boc. 53. 2. Com. 2. 54. 7.

2. 1d Aug. If ever a person escapes, in all cases, he may be retaken on y Sabbath, for it is mercy of continuing y person in custody. 5 Mod. 55. 3. Boc. 456.
And is in y nature of fresh warrant. The said a some right to not take him as to keep him in custody, or to be recast his attempt to escape on yt day. etc.

The case of illegal arrest on Sunday, &c. will die away y person in motion. 1st mod. 35. retaking his specific remedy is by writ of mandamus.
2. Bac. 52. 3d 55.

Escaped.

An escape is an unlawful evasion of legal restraint.

When therefore a person being under lawful arrest, is restrained of y person, whether privately or voluntarily, evades such restraint or is suffered to go at large, before he is delivered by due course of Law. he is said to escape. 1st

The party escaping is deemed guilty of a wrong. when Criminal of a Criminal wrong. & in both cases, is responsible in one Civil, & in y other Criminal.

For essential to an escape, yet there be a previous legal arrest, for an evasion of an illegal arrest, is in Law no Escape.
4. Wd. 50. 4. Comp. 65.

Where y arrest is illegal, there can be no Escape.
The doctrine of necessity involves y e of arrest.

First, y arrest must be made in pursuance of lawful authority. - See Sec 210, & c. An y authority may be taken without Writ or Warrant. This is in Criminal and not in Civil cases. 4 Bal. 405.

As to Arrest without Warrant. See Rule En Banc. 363.

13. Where y arrest is made by virtue of a Writ or Warrant. Be a y Ses. o Law. Rule 14, et cetera. Where authority y is, if y arrest is regular, y subject matter, & c., & y breach of y it arises, has been ascertained by y subject matter. If y arrest is regular, y arrest is lawful. - If y arrest is regular, y arrest to go at large is an abuse, even if y breach is immaterial. 363, 357, 2 Thal. 334, 3 141. 8.

Where y arrest is made without Warrant, however, y arrest going at large is no abuse. If he appears in Eq C in y appearance, and is not in bond as required by y rules of practice. 366, 220.

Or Cae 273, 20 Eliz 145, &c. 148.

Or Cae. 273. He is forthcoming during y life of.

This rule establishes y mode of making arrest to have been regular, as might y unlawful breaking of doors &c., &c. However, complete y authority may be y abuse of it may render y arrest unlawful.

By y subject matter is meant y cause of action or offence.

Unless y Eq. has no jurisdiction y subject matter, &c., in such case, y breach and arrest are void, and of course, there can be no Beak.

This Rule is universal.

But still y Cae. y officer is not liable to y breach of arrest, or y defect of jurisdiction appears on y face of y breach.
In certain cases also, the party has complete jurisdiction and process may be void, as being irregular. As a point relatable to any other ym y point term, to wh it can by law be made relatable. In such cases, y arrest is void. Yr there can be no excepte. There there is no writ in law, is no lawful writ.

In Count these processes don't usually arise from Ct applying to for relief, as it sometimes does. The general rule therefore and sufficiently broad the reach all arrests, made under these processes, in practice. But it extends to all cases in wh y process is issued by y Ct to wh it is relatable.

But as to cases of these processes, wh y writ and issued by y Ct to wh it is relatable, y rule in Count must be yw. If y process is regularly issued by constable authority and relatable to a Ct, having jurisdiction of y subject matter, arrest under it is lawful. (If y mode of arrest is proper) of course suffering y person to go at large, may be an escape. If not surrendered before return of execution.

Process of writ without constable authority (as by a private person) is relatable to a Ct having no jurisdiction (as to) and notice for 10d before a single magistrate.

Irregularly rendered process void in Count and England.

Article 119

There must be an arrest actually made or there can be no escape.

A Ct law an officer having made an arrest or formal prendre can't delegate it a stranger in right to hold y prisoner in his own absence. It is in law an escape and a stranger of the deainty of party, is guilty of false imprisonment to be held no authority to detain 1. B. et D. 24, 30 rule is probably for these in Pignor, with no law respect and suases of rights of personal liberty.
Bare words will not make an arrest, there must be an actual touching of the body, or (what is tantamount) a power of immediate possession of the person and submission to it. 4 Co. 204. 1 B. & C. 253. Probably 252.

As officer merely says I arrest you. By person runs from him, here is no arrest, and of course no escape.

13. When a party has submitted, and the officer did not lay hands upon him.

If he is arrested at 1st suit of A, and while in custody, or a suit of B, person, no harm, it delivered to B office.

y syscall it at construction of law, "this crime in custody, on y second suit, of course is suffer'd to go at large, you officer is guilty of an escape in both cases.

2 & 3 Ed. 5 & 6. 2 & 3 Wm. 259.

Sure, the arrester where it goes as well as his liability as y Person? For y Pet may elect to bring the former, 2dly if he dont arrest himself, it be taken and more is taken, yet would be an escape (here) Conclude in both Cases. at i law it dont.

Greek. The arrest must be lawful, or generally speaking there can be no escape. Comp. 28. 1 & 2 Ex. 20. 19. 28.

An arrest must be made by authority of y officer. Comp. 28. 1st when y Pet y warrant is directed to, he must make his arrest in Person. or must be in company of y officer or y follower actualizing making it, but y arrest may be 3dly be by y hand of y follower. But y officer need not be actual present, or in sight, to this rates, is he is near and in pursuit of y same object. Comp. 25. 10. 21.

As process by Chief, as T.P. y Chief makes at one door and y attendant at another, and y person goes out at attendants door. An arrest on Sunday, or Civil
cases being said... 2) y officer is not charged
with an Arrest, if he let y prisoner arrested on 7th day go at large. Bae 400b., 1. Mod 25. 5th S 8

To i arrest is made by unlawfully breaking an outer
door or window of Deff's house. There can be no Escape.

The Sheriff is guilty of false imprisoning and y sooner
he answers him y latter.

On ye point, perhaps, there may be some doubt as to
mean of y body to be discharged, or motion is not admissible. Still as y arrest is a breakage in y Sheriff's
he cannot be bound it not seem, to continue it. Ante 2.

If officer having an opportunity to arrest a Def, refused
to take him, and y latter eventually evades y arrest,
y officer is liable to Cae, for neglect of duty. But
there is no Escape. i. Mod 25. 4. Bae 400b. Co. a. 2.
1st Ray 33. 10. Mod 25. 5th.

An officer exercising a General authority (as Chief, General,
Deputy, Constable) is bound to show his Writ or
Warrant to y Def, before he makes an arrest or arrests
good, they y latter demand it. 1. Co. 51. 38b. m. 1.
But when y arrest be is bound to make known
contents of y Writ. Chad 84. 2.32 S 56.

But a Special Deputy or Bailiff, must if required
show his Warrant before he makes y arrest. Def
may resist him, for he act a known officer
and chant in General authority - y Def acts bound
to submit with the Cae of his authority. But he act
bound first to show his Warrant, not it it is demanded.

Escapees are of 2 kinds. 1. Voluntary. 2. Neglect.

a voluntary. Escape is one who takes place without
consent of y Goalkeeper, or officer having custody of
It has been decided in Eng. ye if a prisoner committed on Writ is lost by "have his Custody at Extremity" it is a voluntary escape. But ye can't be law - it is but where his testimony is required.

But if ye officer who brings out prisoner on Writ be it "Grant him an unnecessary or unreasonnable liberty" it is a voluntary escape. As taking him 90 miles out of y direct Road. He must bring him to be in convenient time and in most convenient way.

So an officer having made an arrest in Criminal process must commit in convenient time or he is guilley of a voluntary escape.
The reason is, yt it is meant as Corcru means of obtaining satisfaction, and therefore cannot not be received by y iff for y debt might be discharged by himself or y debtors execution. One if he dies, is guilty of a voluntary escape.

The iff has no right to discharge a known, committed in his, upon payment to himself of y contends or execution, one if he dies is guilty of a voluntary escape.

The reason is, he can't enjoy it for y iff?

Cto Cl. 404. 1. Mod. 4.44. 835. 225. 366. Bac Ab. Cc. 4

And if on Earth or in the iff, the iff having arrested, his debt, charging him or receiving a debt, and is now for y escape, before y money is paid over to y iff, he is liable.

For he can't pay the iff and hasn't any right to receive y money. But of y money by y escape before an action brought to y iff in a bane. I conceive of y iff's claims, he's not a man in yet estate Can't to y & law, rule don't obtain here.

If iff many a woman committed in Earth, he is guilty of a voluntary escape, for a man can't be goaled in his wife. Plow. Bac Ab. Cc. 4.3.

If a man arrested on his property, own he was guilty of a voluntary escape, to be as well as pronounced guilty of a bane, by his iff. Ex. 26. 665. if he think him guilty granted by particular woman. Harter's 31. Ex 5. 665.

If a known, having y liberty of a goaled, now a disposition to escape, by transgressing y bounds, the goaled's duty, on notice of it fact, to recommit him to y Mallic. Thus, a voluntary escape is voluntary.

But if the escape is before showing with a disposition.
Difference between Scions. or More of

The person arrested on Morne Process, the net committed is
allowed to go at large for a moment, if officer is liable for an escape. 2 T.R. 172. Op. 41. 3 B.R. 415.
"Ill Secrecy."

So the enlarge on security given, yet he shall again be surrendered into custody, and security is illegal and void, it being given to affect False Information. Contra 2, sect. 133. 12 D. 64.

Reason, as it operates as a Penal or Coercive means to get satisfaction of the aught. But at Law, a person arrested on Morne Process, but committed, may be permitted to go at large under the description of officer, if he is forthcoming at return of the writ. In Court during the life of the execution, it may be obtained as well. Kirby 211, 382. 384.

Reason, if he is forthcoming to respond a suit, or judgment, a breach of his arrest is answered. Therefore, an arrest on Morne Process is a coercive means of obtaining judgment.

Of not. Thus forthcoming, if officer is liable, or escape is y escape. The escape is in case of judgment.

2 Mill. 294, 3 B. 609, 3d. 623, 3d. 3d 863. Bae. 5b. D.

But if a person arrested on Morne Process is committed, so under permitting him to go at large for a moment, subject him for an escape. For upon commitment, every prisoner, is to be kept. 12 D. 863, 126, 126, 415. 12 D. 863.

Sale 27.

By Com. Law, 20 times of obtaining is fast on committing, released by it.
An action of trespass or negligence is by action or case. 2. Unc. 240.

The damages are presumed if an action can't be supported.

2. Lev. 3: 3 Th. 40. 44. 2 Pet. 273. 1 Th. 2. 3 Th. 129. 126. 170.

But a known acknowledgment of a debt is good evi.

That when one receiver moves on his original demand, see Civi. 23.

For an escape on penal proceed, a debt may have case.

2. Ven. 183.

2. Th. 110. 113. 2. Th. 126. 132.

These to extend to such as escape before commitment, or afterwards. In former it, case, a thing may give other damages they think proper, for a debt that is incumbrance, for an action and remedy for a loss of a original action.

Kid. 619.

Stanza of party receiving is a competent witness, and so.

Kid. for he is not discharged by a recovery of damages. see Civi.
of actual damages only ar given, in which case the
sum shall be applied to the original debt. 2 Ths 129. 1-4. 14. 3.

Suppose full damages are given, and a Rule is made.
To secure it to 3 Ths 129. 1-4. 14. 3.

3. 205. 2. Ths 129.

No money is taken unless the debt is either
further paid, or is taken. But if there be no debt, or if there is no
money, then there is no debt, and it is not claimed by any original
debtor. If there be no debt, and the debt itself being
considered as transferred to the plaintiff 2. Ths 129. 3. 4. 14. 3.

Suppose a whole original debt
for damages. Annul 622. New St 385. This is peculiar
in this sense, and probably.

This be true, if you be a true construction, giv in every
rule of damages in all cases of voluntary escape from
Penon, as obtaining in Eng. only if the action of debt for
an escape on Final Process.

If one arrest on these Process but not committed,
is placed, the officer is Excused, and is also to
execute Process for he ought to have taken force, a
power of 5 Counties. He is supposed in every other case, to
have time to raise y Pope Comitatus. Why any more
on Final on these Process. I cannot tell; it was of the
the time to raise y Pope Comitatus. Why?

But after a full arrest on these Process is
committed. Because is no excuse for a Th s. ni
made by public Enemies. Because by Robbers or

In such case the Law gives no cause. Oho power greater on public.
Enem y's i Forgetm greater to the his
[1. Co. 84. Pr. 482. 1. Rolle 80. Co. 9. 69.]
The same rule may last obtain when one is arrested
on a false Proces, and not committed to gaol. The
Defendant may maintain an Action to Recover an
Oho Ch. 109. Hatton 38.

In these cases (here it is liable) a Def over
either of the Def s. or the Receiver. but by suing the Receiver, he
waives his remedy (it seems) vs the Def 17 b
[Ch. 267. 57. 10th.
It is said, yet he may have Trespass on Case 100. vs
These are cases vs only the Receiver? P. G. cannot see why
the has a right to Trespass for his damages, are only
consequential?

In an action vs the Receiver, the Def may give either the 22.
y whole or part of the Def's original demand. If part
only, the Def may take process as to original debtor
6 mod 111. Ch. 267. 57. 5 mod 111. Rule N. 63.
there may he not proceed vs the Debtor, and in that
give or whole debt to the Receiver or damages

In an action vs the Receiver for an escape on thence, Devise
his adverse of the Receiver is contested. But if the
may sue him for a false return. For such official acts,
can't be falsified except by a proceeding, none
its nature necessarily merits one directly vs Receiver
1. Bentley 224. and who is substituted for it Pursue
1. Co. 781. 23. 4 237. 238. 239.
In contest, it may be disposed in y Original action
The Def may also have Case vs the Receiver, but
go. For though, as only in cases, or not to be liable, even to the Plts. I not the case of an arrest on House Proc. unto 21. 


If a Person bring out a bondmen or "tabernum corpus" recrea of no excuse.


Except in case of Public enemies

After a person arrested, is actually committed

on these precedes, nothing but an act of God or

ory public enemies will excuse y. Shelf in case of an


4 Co 84, a. 2 H. 168. 16 et 7 R. 789.

Fire caused otherwise by lightning, is no excuse.

[Signature]

1783. not fire in London. 1650.

Here y bondmen were released, but Parliame made a special Set to exame y. Shelf. Wy fire must

cause y. lightning.

Differences between y consequences.

of voluntary and Negligent.

Nowes formerly holde ye in case of voluntary. Every

y bondmen was absolutely discharge from y debt or

liability for wh he was arrested unto y bondmen also;

was entire removed to y flame. Ex. 26 207. 1 Ex. 207.

But ye ant Law. yt Plt's as y nature of y case

may require, may (if y arrest was in Final Process)

have a new action of debt vs him. Or by Lei Hw.

d a new execution on y original judgment.

Bae 80. 1 Rent. 4. 3 Hol. 419. 4 Hol. 62. 1 Ex. 35 31. 2 Mod. 16.

And now by St. 8. 3 P. 41. No man, s. a Schew Execution

may arise out of original judgment, without a Lei

Hw. nor by a More efficient

It its seems yt Plt's may retake him vs y original

Ex. at Ex Law.

This being a Mode. In. ant our Law.
By your commitment (18. in case of voluntary escape),
was in the case of y. Pitt's may retake by an
Act's Warrant. Esp. 2. 10. 3 Co. 32. B. 7. 30. 230. 60. 211.

But y. officers suffering a voluntary escape, can't
retake or maintain an action to y. Escape, for
her's "participate Criminal". 3 Co. 32. 1 Kelb. 33. 179. 211.

3 Bl. 418.
And if y. officers suffering a voluntary escape, does relate
he is guilty of false imprisonment. The Escaper is entitled
to a limit of "Habeas Corpus" 3 Bl. 418.

2 Bac. 246.
And a bond to save y. Self from loss of such an Escape,
18. voluntary one, is void as to law.

But y. Pitt's may retake y. escape, even if he has
recovered y. Coaler, if y. same escapee was less for
y. debt. 18. P.G. thinks if y. was not debt, if
it was debt he recovered y. whole.

Bill N. 67. 50. 7. 116.
Suppose y. whole debt and cause recovered may be
not still retake, lead Reading 117.

May y. Pitt's not always retake on recovery y. escapee, when he has recovered damages as y. Self
of whatever amount? 18. always or when y. recover
y. Self was in debt, in y. St. of Motion 2. 8. 12 ante.

But in case of a negligent escape, y. Self may
retake or have an action on y. Case as limite immediately
for escaping, for y. Self is liable for y. Pitt's and ant
\(\text{Parteelpa Criminals} \) 3 Bl. 60. 13. Bac. 48. 6. Co. C. 234. 3 Co. 32. B.
of a bond has been given by a negligent Eschever, he may sue upon it. 1 Rolt 127.

But y Shp's bailiff (Bailiff is only a Special agent) cannot at law have an action on y Eschever. Nob y Shp has recovery of him: for he is not liable to y original Shp at all, nor by law, to y Shp, but by his emprize with y Sheriff. P. 349. Lib. 1113. 7 S. 11b. 1. 2 Phil. Enr. 218. 29.

For a description of y office of Special Bailiff.
1. Ple. 340. They are empowered to make arrests their Hundred.

issue. If y Bailiff has been compelled to pay money for y escape, may he not recover it in "indebtedness against" for money paid and laid out, by any hand of y Eschever? Unlikely not. It's like any individual contracting to indemnify another for y wrongs of a 3rd person.

The Eschever may be taken by an Eschever Narrated in another State. 1 Rolt 104.

issue for y 3d, not like y case of Bail, retaining under a bail price. 1 Rolt 104.
The right is founded exclusively on y Process, and cannot run out of y State.

If a person arrested on Criminal process escape, he is punishable by Fine, and confinement, and for Insane: breach, he is guilty of Felony. 4 P. 129. 35. 2 Hawk. 122. 3.
If after negligent escape, a Shf. retake a Prisoner, in fresh Suit, before action was commenced, his liability to Plf. is discharged, if any taking before action but no Shf., is a taking on fresh Suit, or in present.

2 Dr. 16. 3 Co 44. 3d. 1 St. 126.

Went. 2d. 17. 3d. 2. 18.
Tresh that is taken up any time before suit as himself. Do must however be pleaded.

But if y action vo y Thg. is lost before receation a subagent receation don't arise charge him for bringing y action y Dlthf' attache to himself a night of recovery.

2. Sir 873. Co. 9 Th. 157;
3. Co. 4 Th. 37. 1. Bell 803. 2 Ch. 9 611.

A voluntary Return of y person into custody, before action vo y Thg. is equivalent to Receation in fresh Suit.

Comm. 2 587. 2 612 126. 1 Bell 7 440.

But in case of a voluntary Escape, relating to

no Extend for y Thg. he has no right to relace for a party permitting a voluntary Escape is "Partecke

crime." A besides a pledge a night of custody, once voluntarily abandoned or suspended, is relinquished forever. 2 Whi 294. 3 Co. 52. 1. 66 12. 1 Bell 277.

Ch. 8 612.

He shall be guilty of False Imprisonment "and."

And in such case a voluntary return don't save

y Thg.

Nor will a subsequent aspent by y Thg. in y action, purge a voluntary Escape. He may still sue y Thg. in relative y party.
But if a County is negligent, y Shff may for his own security, retake even after action bost as him.

1 Rost 164.

26. If after a negligent Escape, y Plff in y process discharge, y Receiver, y Golder y Shff cannot retake him for his fees, he he might have retained him for his fees, for by Escape, his lien is lost, as y loss of his actual custody is deemed to have been, by his own fault 15. neglect. 1 Rost 164 Ch 76.

In a negligent Escape of a prisoner, having liberty of bond yard, a relitigation on fresh suit, in a voluntary motion before action bost, saves y Shff.

1 Rost 164.

Yet may in such case, as y last, recover nominal damages, on y bond of indenture, for his condition is broken. 1 Rost 164. If after such escape neither, y Prisoner nor y Bondman, can control y Shff to receive y former, he has a right to enforce y bond, y penalty being forfeited at 1st law. 1 Rost 164.

He recover only nominal damages generally, for he not liable to y Plff.

But y Bondman aint liable in y last case to y Shff for y debt due from y County after y Plffs remedy y Shff is barred, as by y 1st of indenture, the y former aint retained. 1 Rost 164. And if y Plaintiff for y Def, as y Bondman, before "anuita" lien, for y object of y bond is to indemnify y Shff, not y claims of original Plff and in y case
Under a count for a voluntary escape, the Plea may give a negligent escape, in Civ. and Def. may of course plead to such count, viz. stating or fresh breach with traversing y averment yt y escape was voluntary. (Cents 2d. 29 Th. 1c.

Now what is y Plea to avoid himself of y disavowal between a negligent and voluntary escape.

In his replication by way of new assignement, if the escape 1st be as a voluntary Escape.

It is important to state it voluntary in y deed, if thd come out in y replication w order to any defence yt may be made nos a Negligent Escape, (Cents 2d. 29 Bac. 24c.

2d R 123.

For a voluntary escape, y under Shiff or Dealer in liable.

Cope 4d. C 6c.

Def. ther y Shiff in y possession sue y under Shiff or Shiff seems excused. Cope 6c.

If after action is taken vs y Shiff for an Escape & before y original judgment & escape is reversed, y Shiff may defeat y action by bringing to y original Judgment. Null til Record.

But if after Judgment and Co. vs. Shiff y original judgment is reversed y judgment re y Shiff's goods — it can't be reversed. 2 Bac. 40. 24c.

3 Mod. 2d. 29

8 Co. 142. 13
False Actions and Miscellaneous Rules

If a Plt make a false return, he is liable to an action in a Case in favour of a Party aggrieved and 22. its return of Service on the Sel. when there has been none. There the Sel. may sue him. 1 Mili 336. 150. 613.

In Count, Plt may sue. If Def assume a return as by Count practice he may sue in Ria for absent. In Plt is then a quasing case.

So of a False return of "non est inventus" y, Plt in y process may sue.

Upon False return of after Execution, action in case. 1 Mili 616. 617. 657. 8. 86 929.

So of Nella Bona.

County's liability for Escapes in Count.

In Count, if a prisoner escape his y negligence of y Goal, y County is by ye made liable for him. In y duty of y County and not of y Plt to keep y Goal in repair. 1 Ror 402.

By a Law Plt is liable in such case 1. 84. a 18. 1847. 492.
The remedy in Court is by action to y County Ct., I not by return. I apply by Billon is allowed. 1 H. 3.
C. 7. 

In Con to General y liability of y County (according
to their decisions, is not nominal, for it is held yt of a
debt, is responsible, y creditor must pursue his remedy
y hand, and if not y creditor suffers no actual loss
by y escape, and therefore can recover only nominal
damages. If yt County is virtually made liable in
ordinary cases only, for y Special damage actually
sustained. And Memo.

P.G. cannot reconcile yt to y rules of justice.

If however y person escaping is of ability at y time
of escape. If by means of y escape is enabled to demand
a County, I suppose, will be subjected to y whole
Debt. If escaped by means of External assistance
y Goal being otherwise insufficient, a County ant liable.
2 Root 105.

By Con in those cases of escapes this y insufficiency
of y Goal, y R.B. will be also liable, if y escape
were facilitated by any actual negligence in him.
so en. P.G.

Effects of discharging from Execution.

If a creditor voluntarily discharged from liability a debtor
hated in Execution, an committed or not, he can now
afterwards relate hand nor in any way. Can now

If a discharge of y debt, a body in Execution being
deemed for times being, a satisfaction and y R.B. having
taken his highest remedy, must abide by it.

And this discharge were in consideration of a new promise by or Def. to pay. If y promise is broken, y Rule is ye same. He cant be relitigated nor sued in debt in, y Judgment, but on y promise he may be.

4 Burr. 2482. 17TB 55. 6 T&J 529. 7 Do. 420.
2 East 243.

And y Judgment is satisfied by these enlarging y Def., even thi, y new agreement ska be defeate afterwards for Informality. 182 559 3 Do. 529.

And a bond conditioned for y rendering, etc.
a person doted on, when it d released by Def., in void as being not Law. Thi, a bond for falsif imposition.
1 East 54. 2 East 223. 2 R.
But in Cont., such a bond has been held good.
2 East 153.
This determination is directly opposed to a rule of y Law.

30. Of 2. St Debtors are taken in Eqd., a release of one from y custody of Def. is a release of y whole debt. 3 T&J 82. 14 B&Q 175.
If originally joint and several, y debt becomes joint & y.
by Judgment or both. 3 T&J 82. 3 B&Q 175. 577.
Each one in Law being bound y whole.

Suppose one of 2. St. and several once alone taken in Execution & enlarged by Def. is y Def. quoad y debt discharged, y recovery being as of a several debt?
But under Law, Merchants, if holder of a bill be after having taken one Endorse, or Cash, and discharged him in Cautory, might declare satisfaction, may sue another, for they are not Jo Estey — each is bound independently of the Rest.

It was formerly decided, if a Sole Def imprisoned on End. due in Person, y debt was forever extinguished, on y ground yt y Pltsh had elected his highest remedy, I ought to be found by it. Hse. 52. Co. Caw. 287. Cr. 138-143.

Tho, if one of 2. Jo debtors, thus imprisoned, debt y debt as to y other, was always not to be discharged. 5C. 86.

And by y St. 21. Jam. 1. to 'declared, explained & enacted' yt when a Sole Def dies in Person, a Pltsh may sue out a new End. to Y State of y deceased, as if there had been no prior. End.

This is a parliamentary declaration yt y former was not Law.

31. A Penal bond, by a bondman to y Pltsh conditioned, yt y. (a bond for ease and favour) obligor shall remain a true bondman, till y debt be paid, and Expenses of board are paid, is wholly void, it being as to y Board and Fees as y St. 1 Rent. 23. 1 Pa. 12. 3. 14. 688. 139-14. 1 PA. 159. 12. 10. 10. Co. 195. b.

But y St. contemplates only Penal obligations, not may enable y Pltsh to enforce y bondman, by a forfeiture of y Penalty. "Contract. 26."

The Sths. Co. in Caw. seems to have adopted y idea, yt it is void as to y. Board only. 1 Rent. 155.
It is not to consider that a principle in Law, to consider a bond good in life, as penalties may then be cancelled, we are caused to lose of Law. 

All persons are by y Law to submit themselves, no felons attainted. They are deemed incapable of sustaining themselves, as their property is perfected.

Prove 05. 1111a 132 1 13003

The Emp to Law mitigates ye Law in a case of poor person.

But 0emt, persons are in civil suits obliged to bear their own expenses, no admitted to y "poor's many dath" wh e go he aunt worth 1d. Sol. after ye oath of he aunt satisfied with a weekly maintenance 1d. money paid to pay his board and lodging, he may be discharged. The creditor is allowed to prove ye persons is worth 1d. Sol. This rule in law is adopted by Honour. ye 1d. 11 11111 1d. Sol.

End of Sheriff and Gaoler.