No man was ever great in any department of intellectual creation, whose soul had not, in some way or other, been tempered in the fiery furnace of adversity.
Judge Hammett, agit at the bar, said he did not think he had said that he disapproved of the course our lawyer was going. We had one client, he said, and we would stick to our argument.
November 4th, 1784

Law

Municipal Law is a Law of society commanding that which is right and prohibiting that which is wrong. There are two divisions of Law, the statute and common or the law of nature; the latter, as Aristotle, all the other versions of Law will fall within one of. By the civil Law is generally mean the Law which the Grecians and Romans, by the code of, meant the collection of.

The Divine Law is the Law of God, and is also mean to be the Law of the country. But the common Law is the Law of the country that shall be the Law of a man and is defined to consist in the general usage among the people or man himself not to the contrary of this or mean. Any restriction no more have prevalence, but that which having been so passed.
as law, adopted and sanctioned by the courts of justice. The evidence of what this common law is to be found in the adjudications of those courts in the reporter.

We frequently see courts deciding a set of precedents not to be law. By this, we are to understand that they are not founded on principle, there are certain maxims agreed on all hands to be the principles around which all the decisions of courts should conform. When there are any set of precedents are not extended to the maxims, the courts must declare them to be law. These maxims are the true test to be adopted to in all cases to determine whether a set of precedents are law, and ought to be admitted as such. In all cases where a direct precedent comes up the court must resort to those maxims and form a precedent. But where no direct precedent principle is to be found and the case is equally novel. The court must form...
their decision upon natural equity, upon the Law of nature & reason. A court of law is not bound down by precedent or the adjudications of former courts, but the courts may at any time resort to principle. But great weight is to be paid to precedents, for two reasons; because they are the evidence of what the common law is handed down to us by wise men, and because the people have been taught to consider these precedents as law, they should lie at the foundation as possible in the laws as at all other points liable to be law. The definition of common law immorality which is the cause of man running not to the law. If this is admitted and if it be a law that we can have no consequences of our own in this law, it is the law itself, and if by the common precedent entirely and indeed to the common law it stood before the time of John C. The reason offered why we can't have a common law of our own and that it was not within the time of John C. But this is all and jargons.
part of the King common law has grown up within the times of legal memory. The action of a prominent lawyer.

But we find that our courts have in many instances varied from what has been confounded the common law in England. Least from the English precedents. Still our courts have made laws which regulate our property. But this led down as a matter that no court can make law. This true they cannot make a law on which the law is founded.

The fact is the common law rules are founded in the adjudications of courts. The rule never existed until a precedent was formed.

Lecture 2 and Novr 30th 94

The Law merchant is a law regulating and applicable to a certain class of transactions primarily of the mercantile nature. This is a very extensive law which regulates the conduct of all commercial and mercantile subjects.
very little education in the different commercial states. Local customs do in some states obtain which are variant from the general law. That the common law is the same in all commercial states.

The civil law, as such, is well known in England and elsewhere. It is used by the courts. The same observation is to be made as to the common law of the United States. The common law is not a law of force, but it is a law of the same force, because it is used by the courts. The maritime and ecclesiastical laws have not the same force as the civil law.
If not authority then is the case
on land of England or the country.

Strictly speaking of none in one
than that of Japan and very
most of its rules and ordinances have
been adopted by our courts and by
which addition are come under
We have always been accustomed
to refer to the long tradition
and our courts have usually a
set out in a novel question
It is prima facie evidence I do
is right but are courts are at liberty to examine and reject it.

For if in great necessity is empowers
ance that we be acquainted with
the English common law that
an English lawyer should be in


dent to know what has been said
in this country, what has been said
and what ought to be rejected.

Here are certain instances in which
our courts are not bound to adopt.
from the Eng. law as there was legislation made a statute referring to the Eng. law as declaring murder as an capital crime. we must resort to the Eng. law to learn its meaning.

The Eng. statues have never been considered as any binding law in this country except those made before the restoration of the reign of Henry 8. which had the same force as the common law. the respective statues are of no force unless the exercise of the common law. All these statues have adopted the same statute. This has produced no change or statute. it is added the want of motion with the statute.

Lecture 3rd Dec. 6th 1794.

Statutes are nothing general material. General statutes are not the same a case the commonwealth. same and operate upon the entire state of a case when they are not general. They are private statutes a-stat.
made of the evidence that could, individually, and affect them only.

Any person wishes to take advantage of a special statute he must plead specially as it will be of no advantage to him as a plea will not notice it. But general motives need not be pled specially except in one case where the party

must make it appear by the statute to avoid his contract, as where a man may be deemed in an action, if using he must plead the statute specially. In connection to

this case need not plead the statute to

a statute, these special statutes may be given in evidence upon the general issue, but it is always a good idea, and if not they must be produced at the trial and will of the party without notice, see the doctrine of Breach of Promise. See 38 Co Lit 98
Statutes

It is a maxim that statutes made against natural justice are void. This is a bad maxim: it places the judiciary above the Legislature and at odds with all sense. It enables them to reject whatever statute they please. This hearing court might refuse. If a law is made which is the result of an unrighteous and which in good conscience they cannot execute, they may resign themselves and the legislature must rise in protest. Until a new legislature shall revise the statute. If a statute is not only the Legislature, derogatory to the established constitution, the judge his mind to carry his conscience in his hand, he may declare it void. The Congress, upon this supposed statute, 8 Coke 104. Clause 40. It is the

In any case, the President is to issue the first proclamation of the President, 38 Stat. 111-129. O. the 4th of November.
in this state. The necessity and of
the effect for all the time, and
publication, but it then determined
what amounts to a publication. I
have said that when the member of
the Legislature have returned, and
had time to inform their consis,
dents, that they shall be consider
ed as published. But it is clear to,
me objection to this. Which is, that
the greater part of the members
knew not of the statute, that, and
were impossible, of informing their
constituents. Printing of the statute
was put off, there is no publication
and from that arose, they supposed
effect on this.
He said that the Legislature had
with an opinion fixed, and of
they shall stop it. All to
the effect
of a remedial statute. To say
the law or struck, strictly, use no
vice to the later. But have the
statute by being satisfied
by only one person in it ever.
jester according to the spirit of the law, and such case the statute shall be construed literally, to clear the innocent person. As the case of the historian who drew blood in the streets of Balagre, which was by law a capital crime, in the case in Boccane. Criminal statutes are to be construed literally according to the spirit of them.

Statutes are in some instances repugnant to subsequent statutes. When a statute's punishment has often have whose practice been so stringent a human being may have. The same malum in se may be from the same as a crime before the statute. But to prevent any crime, a statute made a good malum in se in this effective years.

**Lecture 4th November 1756**

Once statues have in some cases been construed literally, so as to make it a mean who comes within the jurisdiction, the right of benefit law to the general rule, gave the power to be resumed.
Section 3.

Statutes are frequently made where a remedy was before given by common law, as in the case of wounding which was a crime and punishable by common law. The legislature have taken this remedy up and inflicted a greater penalty than that in common law. In these cases no negative term is in the statute, taking away the common law remedy, the latter remains in full force, and may be proceeded upon as if no statute had been made. But where an affirmative statute is made more mild than the common law, which inflicts only a penalty, the common law remedy cannot be performed. A common law statute creates a duty, and leaves out the manner of enforcing it, so the common law remedy can be applicable to it. But the manner is prescribed by statute, and must be strict. If a statute is made creating a duty, and the method of carrying it into execution
Statutes

is not prescribed, the common law will lend its aid to enforce such a statute.

Where the common law gives a remedy, and a statute is made to the same point, without any negative terms, then a subsequent statute is made, it will all stand together, and the offender may be proceeded upon under either of the statutes or the common law.

But if there be no common law and a statute is made, and then a subsequent statute in affirmative terms, this is a repeal of the 1st statute.

Page 260, 600, 61; Hobt 298; 26

Hard 18

If a statute is made either in this state or a mandamus or obtaining a certain thing, without expressly giving an action or naming the penalty, yet in such action may be brought by the party aggrieved founded on the statute, and in such case the offender is liable in damages to the party aggrieved, and may be en
Statute.

It is said that the man who takes a cow off the books of the store, but if it be a season of plenty, are left to the statute and given into the custody of the officer, the offender is not liable to a prosecution for a contempt of the law. Then the penalty in the statute is given in a case in which the question was whether it is a crime which affects the whole community equally, or whether it is a crime which affects them equally. The statute has the public in view to the injury of a man or his property. The statute has the public in view to the injury of a man or his property. But if it is a crime which affects the public, has the statute or the penalty, and it is not liable to be found by the statute?

The statute gives a right but not a particular process to enforce that right. The common law does not give the remedy.

A statute compels a man to do or not do a thing without consent.
helped it the time of entering into the co-
venant, but which a statute had afterward
prohibited. The covenant is therefore in the
course, and no action for the breach of it will lie. As man covenants not to do a thing which he was bound to do, or to do a thing which he was bound to
not do, it is not repeal the statute of 15th 1798. But if any thing has
been had due to a covenant which
was made void by statute, and an action
instituted against it. The
reason, last the money paid
where a statute has been made expan-
ding of a former statute, it is to be can-
not be converted & letter in Old Style,
Century 96. 23rd 1734
have a right of recovery was set in the
sum payable and a statute afterwards
made requiring other remittances.
Such a right, the interlining to all
does not affect the right of recovery as
in contracts made receiving
the setting out, but previous to the
execution of the contract a statute
completely requiring other solemnities
to give validity to such contracts. The contract is not affected by the interfering statute 3 Lev. 227. Section 858. And yet a statute pertaining to a new policy, with new hazards, a statutory or forum is operative, as in this state and several others lay from the common pleas in all cases of more than 1000 but if a later statute it must be of more than 2000 man the cause of action and before the new statute, and it is of more than 1000. If man 2000 consequently it shall be subject to the common pleas according to the old statute. Where a statute has received a construction, even after it was made and that construction followed for a long course of years, it is prima facie evidence of its being the true construction, yet subsequent courts may adopt a different construction more conformable to the equity and spirit of the statute. Where a statute contains
Lectures 5th Novr 8th 1797

Private relations, 1st Those of hus-
band and wife. The right which a hus-
band acquires over the wife or estate.
Also effects all the personal
interests of which the husband is
possessed, to the husband, and he
thereby acquires an absolute right of
possession over it. For instance
the son which are her hands, or he
may induce to possession and then they
become his absolutely over the
wealth, and the wife has no
more right so them than to any
of her husband. While the husband
over the wife and the same be
claimed in the action of he de-
scending the action or any time he
possess the money is collected it goes
to the wife as here again action but
the wife does it interest to co-
serve as the sales in action as to if
are not supposed to possession but
another principle of Law here re
Is
Husband & wife, in and gives it to the husband, whom which principle is, that where there are joint partners in an action, none of and not as to the suit or till the judgment, but it survives in the name of the surviving partner. But even according to this principle the husband ought not to have the says of the action, for there are of the joint partners in the suit, as the surviving partner is bound to administer and distribute to the heirs of the deceased his part of the and of the suit as while the deceased was entitled to it his death saw the wife dying, pending the suit or even after judgment, but before the money is collected, his heirs are entitled to the whole, for it is but a suit in action, but has not been decided by our courts, and I believe think it may be a question that will make a figure. On a notice made in the year of Charles the husband has a right to all the wife's rights in action after death, but with no right to the heirship.
By marriage the husband acquires a right to the wife's chattels real, as a term for years in right of the wife. If the husband dies during the wife's lifetime they pass to the wife, but if he does not die during her lifetime, she survives to the husband's right, as joint tenants for life. The principle of the jus accrescendi.

This is the English law, but with us the jus accrescendi is not admitted, thing being when the wife dies, her term should go to her heir. The right of the husband extends over the real estate of his wife. By the marriage he is entitled to the undisturbed use of the wife's land, and to this he has sole and exclusive right during coverture. Upon his death the wife again takes the land and under the wife's estate. Upon the death of the wife, if the husband has had
Husband & Wife

By this issue, clause above and stable
[...]

May be considered, as a part of the amount

which with us has the same of common

The husband, if an heir, of the wife has a right to all her acres of land due before a certain time, which is contrary to the general practice of chafes in action not reduced by

section.

At the common law, principle that no one can sell or lease the land of the wife, or make a bond or mortgage, or bind the wife. In a lease or a mortgage, the wife may sell her own land, but a statute of

o. a lease may be made with shall

and the wife, but then in respect to ma

publication. A lease made by

The husband or the wife, land is not

y, binding upon the wife,

To receive said it i said (Page 17) That

The wife must be joined in a suit of her

and it is laid down that she must be

joined, as the note is too late. 25. 2
Lecture 6th Novm 1794

The advantage the wife acquires in point of property by her marriage.

Authorities to the principles laid down in the last lecture.

3V3 8 1 2TH 3 45 3 43 8 51
3V3 9 1 NW 1 2TH 3 45 3 43 8 51
4/22 7 2 18 3 17 2 17 7 2 17 5 4
10/23 178. 3 180 18 9 186 1 63 337
3 172 5 28. 1 168 168.

The interest the wife acquires in the real estate of her husband. In England she has the right of dower which is one third of the real estate of which the husband was seized during coverture. If she alimony is immaterial the she shall have her dower.

The law is different for the wife shall be endowed of only one third of the real estate of which the husband was seized. The husband cannot by devise or any other means deprive her of this third. If the estate is insufficient to pay at least the wife shall still be endowed.
and conveyance of land that the husband may make to secure parts of said land, if made in contemplation of death and without valuable consideration, it and shall be considered as an equitable devise and shall not relieve the wife of her dower. If the conveyance is made with intent to prevent the wife from being ensnared, it may be considered as a fraud silent in execution and void. in the wife's case, as no confidence was reposed in her.

The personal estate is upon a very dif

ficult footing, the husband may dispose away from her, and to her to creditors. But the wife is entitled to one third of the personal estate if the debt is paid, and in case there are no children to one half. This comes to

liberty, and not merely the use and

real property.

The wife of the maker is hereby

a name her naming to herself, afterwards
Husband & Wife

Each of the wife's personal effects arising from her separate efforts according to her husband, and of the goods, he alone, her usual tenant, husband, death and can no longer be liable from her nor be taken for debt. As to the rest of the wife's personal effects, jewelry, and the ornaments of her person, together with the estate thereon, for all debts in the hands of the Executor, but not until the estate is sold, if personal property in his hands is exhausted. If the heir of the wife's personal effects can not be disposed by the husband, yet in his life time he might have disposed of them. If he has pledged them, the wife may at any time after his death replevin them.

If the personal estate and personal effects of the wife has exhausted in the payment of debts and this was done in her own name by the executor, Chancery will lie in the wife or in the real estate in the hands of the heir, to the extent that the personal estate was charged.
A fema court may have personal and real property separate from her hus-
band and not subject to his control. But this must be separably given to
her sole and separate use, it then rests solely in the wife and she is competent
to exercise all the powers and duties of a fema court, and her separate
property.

Lecture 7th Novr 19th 1794

Of fema courts contract. How far bind-
ing upon herself. this is a very old doctrine established by the court in England. But which has not yet been before our courts. So the extent it is intended to be carried
the wife may have in general should not
Husband & Wife

It is a general rule that the minds cannot bind herself by honor nor act. The reason assigned is that she has no will, she cannot therefore agree or disagree to anything; as if by her own act there is the semblance of an agreement, yet she is supposed to be under the coercion of her husband. The agent not free & therefore not thinking. But this is not the true reason why she is not bound by her contract. The true ground is, that, since the law has taken from her the means of discharging her contracts, by putting all her property into her husband's hands, in money therefore the law prevents her from contracting as at the time before. Again, the wife is under no necessity of doing such a thing, and it amounts to no necessity, advantage to her, for her contracts became vain—her husband. A thing obvious to the mind.
husband & wife

wife was assigned to land by
her contract the husband has not
renewed if her compact unlicensed
by her husband being taken in execution.
These marital rights of the husband.
The law has taken great pains to pre-
denue, and prevent their being infringed.

I admit, in all hands, that there
are exceptions to the general rule first
named, in that there are cases in which
the wife's contract is binding
for which the husband has abandoned the
alms, as in 135. 392 of roman. 1252 and 1417
and those he has been lambed. 2d 116
the reason assigned in the latter for
these exceptions, is, that the husband
is unwilling to marry, and they are
considered as a widow. But then in those
she is not entitled to a sale, nor having
of the rights of widow, and in no way
in the testamentary widow. She is still a wife
and that moral incapacity of the ground
upon which those who see assigned to the
modern marriage declare still in
Tunis, and will make she is a wife.
Husband & Wife

But proceeding upon the true ground, the reason is clearly the execution is made, and her contracts binding, in at one of the principal reasons why she cannot in ordinary cases contract an end. In the true cases but, there is no necessity for the wife to bind herself for in that in the right stances, for binding her husband would not answer a creditor. Besides the husband's marital rights can not be affected, when he is thus at out of the realm.

So, if a wife divorced for a reason of these, her contracts are binding when her, and why? not that the moral incapacity imput to her is removed by the act, but the reason is. The same has necessity for her to contract, and the husband's marital rights cannot be affected, he can still be more effectually deprived of being in service than he is by the divorce, to where the wife is not divorced, but the husband is contracted the same as a man in the place by another's agreement, the husband and wife have separated, and they am
separate maintenance allowed to Lady Ringhead's case over the husband lived in Ireland and the wife in England. Lord Monmouth in giving his speech upon this case mentioned the horse under consideration, if the husband living in Ireland, which would tend to suit this case with the two first - but, not that would be the reason on which the exception to the general rule was founded, as in the case of Barnet & Brook which was the same case only the husband was in Eng. The principle it was said was that the husband was not liable, not the true son. I don't know what to say of the husband the wife having a separate maintenance allowed to he. The husband cannot be charged here, the wife must. See Rawdon, we have not the case separate maintenance and in consideration of that.
Husband & Wife

is charged, but she cannot thereby be charged no further than to the cost of the absolute maintenance. These lost decisions have made mutual contentation among the lawyers and the old way of the law not far from dead. Not a single case is decided on principle. For true it has given in a satisfactory manner to the same man on one occasion grounds of Indian when yet there are another idea to come or here, no more real right of the husband can make, if the case is not as affected by the personal and personal acts, for the contumacy of a man where the husband was, without all right to her remain service done again suppose then a life a marriage without personal Tenancy, under the law binding for in the opinion of the courts, for it is the opinion that given above, not the opinion of a man in all cases, one, [illegible] these case and the coupling in the last state of the case.
It is to be remarked [in the note and co-respondent liabilities of the wife keep pace with her age of majority in the case of a divorce, an act. She is bound to the same extent of her mental capacity, and the same extent of his, and in the case of articles of property she will in her, vested with a right to use purely to the extent (the article is in question) to that extent to which she is entitled to and to which extent of him. That she can do with him. See 1 Blackstone 384 and the case of Blackstone 1075, a case decided contrary to what the same court[8] the king's bench have since considered a day.

It is easy to see that the moral incapacity of the wife to bind herself on which those who are opposed to the principle in this lecture ground themselves, will completely disqualify the wife from ever binding herself in any case. It is a vital part of her life's duty to contend upon the facts in this lecture further, whether by the law of marriage or by the law of torts. It is not possible to enunciate the extent of her capacity and to ascertain what it is, and in the case of a [4] woman, no one can tell in the life of a woman. I had the occasion to give, for the whole account of 1762, 1763, Dec. 193, 1768.
3. Brown's case 378

Lecture 8th, Nov 13th, 1791

The husband's liability for his wife's contract entered into during coverture. The husband is never liable for his wife's contract any more than for that of an indifferent person, unless he has given his assent to them with a malice, in fraud. The husband does not have any evidence of this fact. Here, the husband has given his assent to the contract, so far as evidence, and in these cases he is answerable for the contract.

2. Where the husband has declared the best part of the contract as to what the article purchased was, not for the use of his wife, but for himself also, he is made to answer the use, and this benefit he acquires in the evidence of the contract to the creditor after death, in 121, 126

3. Where the husband has always been the creditor of the contract, until the commission, then in case he marries, they are become as a husband implicated in the contract.
and be intended to take over as a humorous account of the events of his court. But I came to
the point which the wife had not been
expected to contract, as far as
land to be settled and continued as
an unmarried woman and will not be
en. They have not act 103168
yet in subject a matter which
the wife has not been accustomed to
contract, yet if it is a custom to supply
the wife with a husband for family
purposes in the same conduct, and
all the money would not be extracted
and all the skill and by the custom
1 roll 351. P o l l 1 1 8 . P h d 1 0 7
all the wages got out, all what is
was without the will and term of
the husband, as in the case of marriage.
not the husband's intent or desire to
and him for his wife's contract. But in the
marriage the payment is difficult to
the point of time. And the husband has
served for wife and children. There is
not, is not necessary an all the
the contract 118
agreed if be learned off and paid
so that the can get in any way.
and she immediately goes for
rations with those provisions for necessary
the husband is bound in the case for
the I am will only his secret. The test
ment then and this prohibition must be
confined to evidence if his secret
since 1214. But this secret is not the
true ground, as often by he is bound
for his contracts. But the secret is he
be bound to maintain his wife, and
therefore, bound, by all her contracts for
necessaries. We recede then in all the cases
where the husband is bound for his wife's
contracts will fall within the rule, and
where the wife is confined or an agent in her
spending business for her husband, or where
she has been accustomed to contract.
If the wife departs from her husband and
she returns and he will not take her
again. He is bound by her contracts for
necessaries after the refusal. For he then
must maintain her
Case where he is not bound for the wife's
contracts. If she lives in his family and is
supported by him then can be no refusal for
her to contract, if she resides there, and
she is bound for her contracts after such refusal or
yet he is bound to support her, and to her, daily provide the necessaries of life, and she is bound by her contract and trust to live with him, i.e., even if of the order without any cause, he is not bound for his contracts. He had no notice of any agreement to the effect that by a stipulation or agreement the wife, for a salary or maintenance, he is not bound for his contract with her.

But there was no separate maintenance. He himself by agreement to be entitled to support herself and household became concerned unless, like he became by furnishing for a wife's support, he is in their charge for a ne cessaries from the case. And that he

in the case of a woman that he had

in the case of a woman that he had

the husband in the full case. And not a contrary, and giving or taking it, in the case of a woman that he had a separate of the wife's contracts. But he is only to maintain his wife, and to pay her

his wife's contract, and is not responsible unless he be the guardian of the wife.
Husband & Wife

When the wife becomes to the sale of a property of her own for the benefit of her husband, she is not liable for the husband's debts. When the husband becomes insolvent, the wife is not liable for his debts. However, if the husband incurs debts for necessaries for the family, the wife is liable for such debts. If the husband incurs debts for her use or benefit, the wife is liable for such debts. If the husband incurs debts for the family, the wife is not liable for such debts. If the husband incurs debts for her use or benefit, the wife is liable for such debts. If the husband incurs debts for the family, the wife is not liable for such debts. If the husband incurs debts for her use or benefit, the wife is liable for such debts.
38
Of the wife's actions. For example, if the wife
comes if committed on the part of the husband, she is
not for crimes of an heale, and
whether committed
without the husband.

There is no crime in the wife to protect her
husband, she has been guilty of a follo-

in a civil action, she cannot be

her husband, and imprisoned alone with

in the breaking of the oath be-

In this last rule there is no

of the same kind for her

author. She may exercise a free

of it, and she can
Husband and Wife

Not convey an interest in land to third person, for fear of the estate being wasted or defrauded by a false conveyance. The conveyance is valid as long as the husband signs, but if the husband is not joined with the wife, the conveyance is invalid. This applies to the conveyance of lands and tenures, which may transfer his undivided interest. There is a maxim in the English law that no freehold estate can be conveyed to commence in future, without an interim estate created at the time. This maxim is also in the land, where a transitional estate cannot be an immediate estate. It serves as a ground of freehold. But this is an exception, the wife is not entitled to convey an estate in gross for sale, lease, or grant. The estate, if by statute, land may be only to require an deed or to immemorial.
Husband & Wife

defendants of a person in being. So that with us the maxim is an end, and the same reason does not exist, as in Eng. why a wife cannot stand in real estate even against her husband will. This has not received a decision in this state, the common law being in conflict with the husband's will. In Eng. the wife may convey by will without the husband and if he does not object, it is a good conveyance against the husband & his heirs. See the case of

Vromtan & Collins. 1 Bla., 575. The wife's power to devise her property at common law is very small, for the common law, the only reasonable basis of title before the Act of 1830. We find that the husband was aware of her sale and device, and her deed in action, which is of no value, was reduced to a form by the husband, made in accordance, signed by the parties. The petition which was formerly merely a writ of amicus curiae in the day before, might apply. From the case in hand, which was taken on to us, it appears to have been the same in people's hands the reasonable for the wife to devise her land independent of her husband.
Husband & Wife

In no instance has the wife's capability to acquire property been before our courts decided by the superior court unanimously that she could not. The judgment was reversed by a majority of one in the court of errors. By our law, all persons may decide their own cases except idiots, and persons legally incapacitated. The same court can not be considered as legally incapacitated.

Authorities to the points in this Lecture
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518. 4 th 520. 10 PM 126 0 PM 316
82. 4 th. 211. 212 340 340

Lecture 10th year 15th 1794
Of the wife's capacity to acquire property during coverture. The husband holds his personal and all his own, and all the other one third of the property which came to him by descent or gift, in trust for the husband, except that property which is given to the wife by sale or use. But real property which comes to the wife by descent or gift is in trust for the husband. If the husband dies leaving a minor wife, it is in the same trust and is only to be disposed of at the time of his decease, if he leaves a minor child. If the husband dies leaving a minor, the property is sold and divided among the

Go to 515
husband & wife

Their presence in the same situation
in the same order to the couple
of any one of the middling class in
the common form for the husband.
To devise property to his wife, her disposal
of it when the wife at her discretion, and
make her answer the title to the
property. The reign for such

and devise names, and record
under them, but under her husband
in the register. If the wife cannot
execute this power, the estate will be
even in the law between Roll 329 and 339

the wife is not bound by any of the contracts
exists into during existence, without the
husband, and this is of

affirmation of fine. The contracts one another
are not to be absolutely, but variable
by the mayor of the city and
affirm them.

coverture has ceased. The reign over the
wife in person, because she may
remain the executors of her husband out
of the estate when she becomes of age,

if she shall be by her talent an off
affirm any contract which she may have
made under the coercion

Contrast of the husband & wife have
freed between themselves, have free

through

drafts
He laid down the several rules for the
marriage of a man. The rule is the same
from the safe as well as the rule as laid down. They only prove that
a right to possess them by legal right
is suspended during cohabitation. There
are others that the contracts are upon
the same footing as the others in action.
In this the husband has given a hand to
a person and of the former, and he
therefore reduces it to probation in
indefinite it standing at present.

Where a man contracted to lend money
a certain sum. The husband the wife
of the executor and once owed unto R. G. C. 6th.
2d. 3d. 3d. 3d. 3d. Where
these that the contract is not discharged at
the court in action, it was, it could not
receive: it is only terminated in a court of
court given to the same before marriage
in the safe in action which he may add
by causing it to pass. Where he
for evidence which the bond
have the benefit of it, and taught us to do,
well. to 20, and the reason of his events,
In equity the law in this case is different. Any contract entered into an agreement in favour of the wife will be adhered to and ought not to be executed. *Vomerto* 48, Vent 313.

The law and some contract after marriage. This is in law a mere mutiny against it. Yet surprisingly, they may have effect by marking or third party on the channel. As a witness given directly to the wife, or a piece of land a deed given directly to her would be null, but if it may be conveyed to C and he conveys it to the wife and it is a good conveyance in equity it was, formerly the case that if it were made use of, to execute any part to the wife. But there is now an authority in Buckingham that a third party given directly to the wife is good conveyance and may be carried into execution. This has not since been disputed.

If the husband leaves over the property of the wife. The cause formerly by the old common law, it is not a little but that may not now be done. And if the husband undertakes to use his wife in any manner, the may by a certain means have him bound for
his good benediction into keep the peace.

There is an authority also a strange one, that the husband was allowed to restrain the wife of his liberty. When there have been articles of separation, the husband of the wife is in no shade subject to the husband. (1 Pet. 5:3)

The power of the husband and wife to be united in favor against each other, the rule in that case, never be withheld from against each other within reason. If the husband should consent that the wife be admitted as a witness against him, yet the court will not refuse it for the case may be left by the power of the woman, and the husband would be likely to reproach her and it would create divisions in the family.

Here is one measure that both the husband and wife may have against each other which is to bind ours to assist the peace as far, and the husband. The woman is the usual officer, and the most common for the wife to apply to the magistrate with a written complaint signed by her, if it is to keep the peace. We must note in her complaint to the last aid of peace, her husband, efficiently and bilaterally. She may have a witness to come and make a complaint.
December 11th, 18th 1794

If any injury has been done to her real property, she may have her action for it done to the intestate, to anything that will be found to her heir. She may have her action for the recovery of the house if it has not been joined in an action with the husband during his life for the same injury.

Where any injury has been done to her reputation, special damages are only recoverable and the right of action does not accrue to her. Where a tenant keeps a wife has been called a joint tenant with the landlord, the right of action has been lost by legal slander. The right of action survives to her.

Where injuries have been done to her person, an action for the redress of the same must run to her, and not for the benefit of the husband to whom the injuries have been done. She, as the husband's wife, cannot sue for them.
In case suits of the husband and wife ought to join in one suit as well as the suit in action to the wife if no suit had been brought, she must be joined. In an action to recover her wages in action she must be joined, an account of the interest she has in the suit, for if the husband dies prior to the suit, the judgment becomes to wife all the examples will be found to quadruple with the rule here laid down. Roll 347
Line 457 1. 2d 25. 2d for 1 month
An action of the former goods before marriage, she must be joined with her hus-
band to the right of an action to recover an injury to the inheritance
of the wife during coverture, for a battery to the wife either before or after coverture she must be joined. Roll 89 league 501 538. 6 ob 90. for false imprisonment 70 c. 119
There are cases in which it is immaterial whether she is joined or not. These are cases where with the right of action does not
warrant to the wife, and therefore the
Husband may be alone as no right of the wife will thereby be affected, yet she in the meritorious active cause of the suit, he may join his wife, for the debt cannot thereby be injured. As in suit to remit the wife’s lands, he may be joined at Noll 318. 1st Mod 273. Palmer 207.

Where there has been tras, before marriage, and the conversion after, if the free goods she may be joined 1st Kent 261.

Lev 16; an oppressor to the wife for her services, Exod 27: 1st Mod 205. Noll 116.

A hand given to the husband’s wife during coverture is a hand to the husband and alone and in the same way her name was not in the land. For the terms right of action survive to the wife. She need not therefore be joined, but may be.

Where the action in no manner remains connected with the wife and where she has no interest. we must not be joined. Exod 110. 1st Kent 177. Carter 162.

Note 16: in which the wife in the
Tained with the husband and both, in which the act must be brought against them both.

The rule is that if the action would succeed against the wife she must always be joined and cannot be joined in no other case. And if the same committed a theft before coverture the action must be brought against both, for the right of action would succeed against the wife. If the commits a theft of the coverture, but without the knowledge of her husband she must be joined. But where the commits a theft in company with her husband she shall not be joined for the right of action does not succeed against her. 1 Roll 6 Leit 351 Palmer 348.

Where none is free for life and many the husband is not liable for any arrear of rent unless sued during coverture, but for all rent thereafter after the marriage he is liable. The not called upon during the coverture for of these he has the immediate advantage and shall then face account. 2 Roll 351.
Lecture 12. Date: 19th June

Of marriage in the common law before the 17th century, a marriage was nothing more than a contract between the parties and a subsequent living together as man and wife. In this time, the ecclesiastical courts assumed a role of confirming the parties to a public celebration of a private marriage. Yet the validity of the marriage was never questioned, until this celebration, and it was held to be so that marriage, as a civil act, was

incurred by living together, but after the ecclesiastical assumed the power of celebration, it was held by their sanction in contempt of the church. If the parties would not have their marriage thus celebrated, but no temporal right was affected, except such as

obtained through the channels of ecclesiastical courts. Where the marriage was not performed by a solemn contract or

living together, the parties were marriage de facto, and before a temoral court. But he said, not his marriage was at once a sin and marriage, but his de facto union was a private contract by which he claimed to be husband and wife. The ecclesiastical courts had the power of
Marriage

proving a marriage, would agree with the husband which had treated the
wife with such contempt as not to
have his marriage celebrated by one
of its servants, and the wife could not
be considered after in a ecclesiastic
6 Mad. 476 15 5 Lath. 437 Coer. 99.3 Lea. 376
Lath. 438 - 120. Mad. 179.

A statute was made in the reign of George 2d
enabling all marriages not conforming to the
rituals in the statute. Only the 3d. The par-
ties must be published, or have licence from
the minister or not. In the former case the
Parents

shall declare the marriage is not in the act.

The sex and consent must be there.
The marriage must be performed in the place
where one of the parties have lived from

t must be celebrated by a registered or de-
not in some public church or chapel.

The statute does not extend to Jews & Pagans.

Where the parties agree without any justic
the marriage may be granted licence to marry

The marriage. Premises LelLEMENTS 184. 162

By Stat. 3 Hen. 8 no person could marry
without a license within the Levitical re-
gions as settled by the law of God. In
these cases we saw justice it seems.
Divorce

to include those who are married to whom are actually joined in a common
life who come with the Lewiston Beers are those who are next of kin, and are
next of kin to the parents of kin, and to the
either by conjugal unity or affinity
Leugen 306-7-8-10-11, 323-25-27 28
Lewin 28 28. 90 445. 181 of best
Conrad 9. Nov. 168

A law made during the commonwealth
of the justice of the peace may marry
any person to the proper business, and
and no man cannot marry out of his
any person marry within the Lewiston
degree, by an act of living or the marriage is guilty
and to bring in any cause of divorce

Divorce. In Eng. the causes of divorce
nullity and nonnullity are in contract
true marriage, impotency, or some
the partners and within the Lewiston
in all cases, where the cause of divorce
avoided to the marriage it is a nonnullity
from, and where the cause is subsequent
it is only a grant of divorce among us there
is adultery, putto, matrimony, proper semi-last.

In Eng. the ecclesiastical courts alone have the power of declaring acts 35. 26 18 of 18 46 8
Divorce

A divorce in some countries is granted to the marriage which was illegal. This is because it is in the lifetime of the parties. If Parliament may divorce a husband for subsequent cause to the marriage, and it shall not be allowed to the wife.

Lecture 13 Nov. 6, 1794

Divorce in Connecticut

The cause, for which divorce is granted in Connecticut is adultery. Seven years' absence unheard of and three years' full absence without speaking in such a contract, is sufficient. The cause done the wife is not at her own pleasure, the seven years' absence is not necessary. This is not made in England; for it is upon the presumption that he does not know it to be true, and a woman in that state may marry again if her husband has been dead. Thus, he has never had a bill of di-vorce granted, from his absence in her, for he is within the land.
In case of a divorce in this state of the union, it is a matter for which when a divorce is granted, it is relatively said a divorce.
Divorce

may give the wife one third of the goods or any smaller portion.

We have a statute regulating the business of marriage. In the statute, one clause in the statute is that the parties must be married by a clergyman or magistrate, but it has been a question whether the marriage would be void if performed by any other person than a magistrate or minister. The question is whether the marriage would be subject to a penalty for breach of the act. In one case, one person questioned the validity of a marriage that was not in every respect conformable to the statute, but the marriage was held invalid. If the ceremony is omitted, the true test is the clergyman or magistrate marrying a couple without ceremony, and would induce the penalty in the act. Yet the marriage would...
Lecture 14th, Mar 21 1791

By the Eng. law it is unlawful to contract marriage under the age of 18 in females and 21 in males. When they reach this period, they may nullify the marriage but it is good until the disagreement. Exod 20:3

1 Cor 7:41. Marriage by consent is determined and binding in Eng. 6 Bar. Ch. 1 83, 195

Parent & Child

First of minor, by such as mean persons within the age of 21 can. Before the age of 18 no child can be punished for any crime. Civilities are considered as not sufficient discretion as knowledge of the law; hence their age from 12 to 18 is a subject and until then, their liability depends upon the discretion of the infant from 7 to 13. The presumption is in favour of the infant, whereas it is not sufficient discretion to be guilty of molestation from 13 to 18. The Eng. const. had
against the infant. But in either case
the presumption may be rebutted by ot
or testimony. But where this cannot be rebut
led the maxim malitia subject et cetera

II.
After the age of 11 the infants are as liable
for their crimes & torts &c. as adults. They are likewise of age for some
other purposes as to contract marriage
and make guardians. The female at 12 & male 14.

III.
With regard to infants making of wills
to dispose of personal effects. This seem
not be good usage. Stainly in many cases.
but it is established in some cases. But the age of 17 the infant,
despite of personal estates by descent.
are not liable for slander until they are seventeen.

The contracts of minors are a general
rule they are not bound by them but
in some cases they are. In case of a
fraudulent contract the minor may set
misdemeanor of his minority and sue
his connive fraud with impunity. This
idea of infancy is granted to him as
a shield not as an offensive weapon.
Infants

When under certain circumstances a
child is bound by their contract for necessaries
the articles termed necessaries are diet,
lodging, washing, instruction, and
such apparel. But it is not in all cases
under all circumstances, that
the infant is bound for these articles
to his contract. For must it stand
and his innocent for him at the
time of purchasing them. If the in-
fant lives with his parent as a guardian,
is under his actual government and
the appointment is duly exercised, none
of these infant's contracts can bind him.
But if the infant is taken from his
parent, or if under the parent's and
the government is duly exercised, nor is the
guardian neglects to more suitable
and proper for him, then the infant may bind
himself for necessaries that are suitable
and proper for him. And this makes
the order of clothing shall not be lawfully
in a contract for apparel of an extraordi-
ary entirely improper for his stature
of the infant's contract should be covered by
a certain sum, seeing he is not bound to be
doing, fitting, such a number, that one
Consideration cannot be gone into by a court. It is, in the infant. For instance, and gives a bond, and the consideration may not be examined into, and the infant shall not be bound by the bond. The infant is liable upon the first contract. It is a notorious rule of the law of nations, that would be liable to be overreached by persons who might sell the same, or sell it in a way.

The moment of this consideration in public could not be gone into. This reason has been discussed with the reason above, that the consideration cannot be gone into. If an infant be, in no way, producible, and as a bond, in the consideration may not be gone into, and if a bond of the infant would be bound into, an infant will be a bond. As, for example, it is, it is to be considered, to be sure, and in the same way.

I once think, there is it is in the note, in considering the same.
Infants

consideration of a promise or contract can not be gone into yet, nor can any promise or contract be bound by them. The courts cannot go into the quantum of the consideration. Our courts have been led into this error from following the Eng. courts, who admit the infant to be bound by their promise, but in England the consideration of the contract may be gone into so that in this state therefore an infant ought not to be put so much into the power of sharper and misanthropic cases.

Here the particular article of real estate cannot be enforced into the courts, for our courts cannot either to say what the promise is, or what the consideration is, gone into.

The contract of infants, which are not for a promise which they are not bound, they have not absolutely paid, but only receivable and the infants can confer them when the same price as the same agreement, remains in the same contract. The considered gap in the bond cannot be fulfilled since the money due the vendor is not long time under waynow
Lecture 22nd Nov 1822 1794

A full mention that infants may re
cind all their contracts of sale, purchase, 
and that the infant who has in t
true, honest contract 
arked with any article of his property 
and that he may reclaim
The only question then is can he retain the 
mony that he has paid him for the 
article which he reclaimed together with 
the article. As if a minor could not re
cum the money for him, and of ten 
claims his horse. Can he in this case retain 
the mony? The principle is that he would not. The
that the infant from having 
not to arrest him in committing it. Should 
be perfectly just and equitable that the 
minor should elect to reclaim the money 
should return to the original 
state. But the current authorities is 
posed to the idea and the only reasons 
assigned for this infants being allowed to.
to return the money and be held crimine or the minor and there is said that no small thing but a necessary and the adult is handling with the minor but certainly this is a crime and if was a man could hardly be culpable, for it is thought impossible to distinguish a minor from an adult. And the reason assigned is that the pecuniary in the case is not the adult designed the money a gift to the minor this is really absurd.

But a difficult case for the action shall be brought against the minor to recover the money in the instance. The natural one to be brought against an adult in this case would be an attempt but this action is founded on a contract an infant is not liable for his intention but the fact of this action of the infant is not strictly speaking based and on the true promise will not rise but in all cases the action will lie where a man claim is made by a person adult where the nature of the action will identify not the remedy besides there is no suit in analogous one couldn’t be liable in certain cases in an action of assault. It is where a minor has
Possibly a minor means a person in the street, here may have an action of debt, however, and considering why I shouldn’t have an action of assumpsit for that this action against an adult against the minor, as well as an adult party, the same act. Supposing that the minor had purchased a horse for 600. and the money for it, and should afterward demand and receive back his money the action for it, would be the proper one. There also have the right from the minor. But there uncertain whether one can demand in right of the nature of the minor to recover back the property in that case.

A minor is not doing breaches of the peace but his guardian is present, and if being merchant is contributable when he contract for articles that are necessary for him or his business. In the same thing necessary is that one mean an infant should be barred from his contract, if.

Thus an infant is not bound to the law in necessary one, and if it is actually supposed otherwise.
for necessaries, in case he would not ice
land by his contract with the lender, but
in Chancery he would be bound. Until 1554
Scang. 1063 talk 279. If the lender goes
with the minor, and then brings suit
the money for the necessaries, the infant
is liable upon the contract for the money.
The minor is not bound in an express
oral contract for a certain sum certain
at which the minor expresses a certain
sum to pay ten pounds for it. Now
between adults this contract would be
void and judgment would be rendered
for 10s. but between the infant
and the father, the rule of cross
action and the contract for the infant.
If no avail. i.e. Long if the case is simi-
lar to the one stated, the declaration
would contain two causes; one decla-
ring upon the contract, the other an
indemnity action. A stump fit when the quantum
meets, and the recovery is in the
last count. If we have in one count
in our declaration, it is certainly the safer.
way to bring the action of undelutatur of
summisit, and receive quantum procedam.

To declare upon the contract.

If the infant's debt for necessaries has been
raised by an adult, and to secure to the adult
the money thus large out, the infant en-
ners into an obligation in a double sum.

This obligation is said to be that of a
contract for the very sum laid out itself.

He agreed obligation to our child.

The infant is chargeable for necessaries
in his wife Strange 168.

to minors is not bound by an instrument.

This is a writing the expression of which may be gone into, and
Thus the rule said been in the last letter
seems to be contradicted. But the rule after

Since 169 the infant is not chargeable at a time.

The time of the infant will not
be gone into. Of these courts have said
the times may be gone into. infants ought
therefore to be charged by this instrument, for
the reason why that may nor
not now exist. Dean 35 8 119 and
169 Palmer 728 Strange 938. A Pur 1714 the left

The infant is chargeable at a time.
Infants

As a general rule in contracts of infants, they must be considered as void, but only voidable, but in some cases they can be considered as void ab initio. Their contracts shall always be so understood as shall least protect their interest. Now when the infant is about to suffer by his consent, it shall be said, as if he sells land in the present as another, if this considered as a contract, the infant will be able to the penalty of the statute against selling land in an inflammable manner. To save the infant from the penalty and the statutory fine, the law permits him to consider the

contract as entirely void ab initio. Be where a minor or sell an horse, or man dies, he to become a bankrupt, he may deal with, and sell, and give to the wrong, and take, away the horse, and

where an adult contract with a minor to the advantage of the minor, he shall be bound by his contract, as good as a full age can

contract with a lady of 17 to marry her, he shall by such engagement, be so generally accepted as by not of Simpson not at

in the case.
although they are of full age to con
vey lands, yet they is of full age to con
vive in marriage, even 17. And if
more should be bound by their consent
where the law permits them to contract
in marriage, choice of guardian &
In England the infant may go to
have a court and confess judgment.
This however he may avoid upon decla-
ration to chancery or Kings bench to
set aside the judgment. This has never
been practiced in this state, no reason
I have ever seen against it. If the
infant is 17, that the infant may treat it
as void when the same principle,
be guarded. How transaction, or an
action on the case against the per-
dian in favour from the judgment in
this subject there has been a
decision in an recent case. See Hardwicke 376

There are certain acts which the infant
cannot be compelled to perform, as
child must not recite the Lord's prayer.
family will execute a deed to redeem
in case the mortgage is due, or the mortga-
gee shall present a bond to the
mortgagee.
If the infant sold the swine of his father, without consent, the whole sale is void to the vendor. In some cases, he can recover of the vendee, but in none of his contract and bind is it so as to sub

... to the vendee to an action on the bond if there has not been the material breach, the vendee can recover the whole sum. In other cases, the sum paid 137. Delinquent under an agreement to the infant's deed, 1691 Feb. 169/1690 Lecture 16th Nov. 25th 1794.

An infant, sold the swine of his father, without consent, and his hair was much injured thereby, he was allowed to recover the contract as entirely void and brought a suit on the.p.r. for an assault and battery against his father who cut his hair.

An infant can't become a tenant, nor sell

... nor purchase, except where the law has given him liberty. 647 1127 295 are infants liable for their parents' debts in criminal cases? The decision of this question we cannot naturally make, and it depends on this; we think, and were a statute wrong, omission are liable, or their own, and

... and is certainly a test. But the way the and he can connect with it the can

... for which he is un liable. They
There can scarce be any doubt that he was not able to consent, and therefore committed to the care of the court. But this by no means follows. for the fraud and contract are entirely distinct. Hence, the universally admitted rule that the infant is liable for his fraud, criminating the infant, and the same principle which makes him liable in a fraud criminating will make him so in a fraud civilitas. But the current of authorities are against the infant's liability for his fraud. 2 D. 258. Let 109. But one of the judges muscle the infant in a case of 12 years old. In equity the rule is that the infant is liable for his fraud, but is not liable with respect to what extent he liable. 2 Coke 21a. In the case in the author's note, the same point was laid down. That is an infant's consent to volunters, which in equity he cannot, for he shall not be at liberty to indorse a contract. 1174, 4. In nothing is the interest of an infant, but if the mother, under contract. Action to redress voluntary act, the infant to become a lad or a man, injuring him in his act. Let 171. An infant may be an executor. 171. The infant has no contract with a stranger, but if he makes an indirect contract with another.
Infants

Adults are bound by their contracts to infants, the infant, is not bound to the adult.

The infant may affirm his contract by deed or will be bound when he comes of age, but it is a disputed point with lawyers whether he is bound when the action is to be brought when the promise is after he becomes of age as whether the action may be brought upon the original contract as an defense that has been given to a lit. 3. Vent. 203.

When the infant has given a hand, may the law proceed to try it and the defense is invalid.

If the minor cannot settle his case when his wife the coram not present, the court in equity is to examine the case.

An infant is liable for the crimes of his parents, or his consent, or his assent.

In all cases where the crime is of recent date, the minor is bound to answer for the crime committed by him or his part.
Infants

But where the offence is attended to the
offence, the infant shall not be punished
 corporally, and where a possible entry has
been made into an other house, the adult
may be guilty of the same, he punished by
corporal punishment, but the infant
shall be punished corporally.

The infant is not liable for his neglect
more than a servant. (Ex. 21:12)

An infant in nurture is more, by the civil
law and in equity, it is considered a human,
in fact, and may be sued.故障 is
made with particular reference to the child
and attention is paid to examine in future
see lectures in charity.

Infants are disabled from acting in speci-
al capacity, not that can the attorney,
ought many ministerial office may be
tained by them. (Haw, 27:9, Ro. 1:18).

Of infants, being unworthy there is no
instant rule, i.e., to dye they are admitted
of if generally and to some time. It is even young.
then this they are admitted to. Tell us
venged the same year. The question is that
eight to month.
The general rule that in such shall not suffer for their negligence but the statute of limitations runs upon their claim unless they are particularly excepted.

Any action arising upon an infant's estate may in equity be considered as a release to the infant, if the guardian elect to retain it as a lawsuit. In later cases, it is a rule in law that a brother who be the infant's mother and his heir shall not be sued by any the rightful owners, but the word of settlement may be as good as a grant. The law, but where the infant has been then entitled therein, he may once more for the time being to sit at law.

In an infant hold an estate in the same conditions annexed to it then having to the farm, these conditions not he will not hold the estate.

Lecture 17th Year 26th 1794.

An estimable character, they are generally kind and not Communwight and the time are not home within 44 or 45.
Burke's

medico has ceased by the death of the husband
and bastard. Children may be bastards to whom
in no case the rule in loose have been
imperfectible of access, they are bastards. If the
husband was one there within the company of
the wife. This was not within the
rule and the child should not be a bastard.

The husband had been constantly in a
rule in warmth within the
wife con-
stantly in London. But the wife, when she
had been ejected, nor an hour with them as
evidence of what they were no longer, they
are directly opposed to the principle and
the law is founded as the former commis-

sion are. If the imperfectibility of access
is kept up, the

efficient to destroy the
child. If the wife resided in constant
adultery with the husband and another man for
five years yet if the husband might by hap-

send have had access, the children born
while they live in this state of adultery are
not bastards but belong to the husband.

Then the imbecility of the husband is demonstrable
the child born of his wife is a bastard.

A. marrie a woman frequently
Bastards

The child is not a bastard

A bastard cannot inherit to his lady nor his father nor any thing to him. This comes from the same principle. If the child is filius nullius, but he is filius nullius and therefore under the same principles, he ought to inherit to everybody. But maxim that he is filius nullius is an absurdity. There may be other reasons why the bastard should not inherit with a man's legitimate son. This would bring a name of contention in the family of legitimate son and wife. If the bastard was allowed to inherit with them, the bastard cannot be entitled to any thing, since he is not even by his mother, but this is settled in law. There has been a decision by our Supreme Court to judge that the mother shall not inherit to the bastard. Bastards can take the same edge, but they are not in the same situation as the sons. For a devise or grant to the eldest son is the will of the testator to be une

Of Bastards Eigne, &c., inclusively.
Bastards

Where a man has had a bastard by a woman, and then marries her, if the bastard has entered upon his father's land and dies seized thereof, and the same descents to the bastard's heirs, the mother purgess or can have in meadack shall receive the heirs of the bastard's line.

Of the settlement of bastard children. As a rule in the Eng. law, if the child shall be settled where the maintaining parent acquired a settlement, but a bastard has no parent in England they are settled where they are born. But it has been unanimously decided by our inferiour court, that the child was to be settled where the maintainer mother or maintaining parent had a settlement, so that the mother's relation shall be interior, and in that case there is no other reason to oppose the bastard inheriting, it would there seem he may inherit his parent.


(Handwritten notes at the bottom)
Lecture 18th Decr 1794

When a man has a wife and a child, and has a child that child is a bastard. But if the husband and wife agree to care for the child again, the children born afterwards are not bastards.

Where there has been a separation entered into between the husband and wife, after the wife has children, it is said that the presumption is that the children are the children of the husband, but this presumption may be rebutted. But the presumption is not that the child belongs to the husband in such case, and he is the joint man, we should suspect the wife had no miscarriage in this state when this happened.

Miss 3/4 0 is a case where the wife does not see the principle, on which it is founded, to wit, there is a law sworn to the wife only but not admitted to prove the fact of adultery. This woman with that, but not to prove the husband had no access.

When the husband dies and the wife is not pregnant, she is under nine months, the husband will then be difficult to determine.
Bastards

The second child of the child may elect his father of the two Palmer 10.

The English law has made no provision for the support of the mother of a bastard child nor to shift her burden supporting the child. But the mother may swear the child upon the same man, and then the reputed father shall secure the public from the expense of maintaining the child. She may voluntarily swear the child before his deliverance cannot be compelled to it until one month after her deliverance.

In case the reputed father and mother cannot be compelled to contribute in equal share towards the maintenance of the child, the reputed father must pay one half of the living in arrears. When the woman has been the child with which she is pregnant, the man and dam is to be treated in equal respect as a criminal, the process to bind him forthwith before a justice. He binds him over to appear before the county court, where he has his trial and from the judgment of the court here in no sphere, party considered an criminal placed from which he is removed.
render a judgment, say for 30 $, their
merit quarterly executions. This may be
attained by the court, as the circumstances
of the case will. If the child should die, the
guardian may in the application to
the court, and they will do the executions
of the execution. So if the child should be
both sick and more extensive, these may
be enlarged and increased proportionately.

This a rule that no deposition can be ad-
mitted in criminal cases, but if the mother
of a bastard child cannot come to court,
her deposition may be admitted. This may
be considered an exception to a rule.

Where the mother of the bastard declines
wearing the child, the select men of the
town may execute the mother, and sum
the woman as an evidence, but if
she declines, wearing it when any more
of the town thinks she is not to be equally
be it. For the disadvantages arising from it
would much more than counterbalance
any advantage. For having a married
man dead, there is no estate settlement with
the mistress, to have her remembered to
the husband. It would involve no estates
in the family.
The judgment of the court is that the defendant certain sum and find security to continue by the public against the maintenance of the child, and he is to stand committed until he complies with the judgment. Here appears from our statute to be a discretionary authority lodged with the justice of the peace to bind over the fellow to appear before the county court, to release him, but when the justice has refused to bind him over, he may notwithstanding be committed immediately before the county court.

Parents, grandparents, children, and grandchildren, are bound by statute mutually to support each other in poverty, so that if any of them become burdened and the rest have burdened, those who have, must support those who are burdened. Grandparents shall not be liable for their grandchildren's support, while the parents are able to support them. If there are a number of children all able to support their poor parent, the court will come to average the existence among
themselves according to their abilities. This is brought before the county court by a memorial, which is presented to them by any person independently. Therefore, they are not obliged to support their widows, parents, or children, if the wife, parent, or child is not sufficient to support her. She shall be supported from the remainder of the husband's estate.

Section 19th. Ded. 2nd, 1794.

A widow has children and marries a man, the husband is not obliged to support her children if they are not at the time, he marries the widow, if they are at that time, and of such he is liable for their maintenance. See Burns Justice under the head of fraud and the author cited. But the record shows one instance where it has been that the husband took the wife and her children and must support them and is entitled to their services. It seems reasonable that this should be the case, as the husband is entitled to the mother's services, and every thing she might have cared for her children. Thus, the decision in this case have been contradictory.
Parents & Children

The husband liability to support his wife's children ceases with the coverture.

Parents have bound by the contracts of their children. This principle is the principle of master & servant, to be in one person, for the hire or service of a servant in the employment of his master, to transact his business, and so in fact the contract is a contract of the master and the child only the channel by which the master made the contract. This is one ground on which the parent is liable for the contract of his children.

Many things will be admitted as evidence of the parent's playing the child, to make the contract, of the thing contracted for came to the family. As if the master has been in the habit of discharging the child's contracts it is evidence that the master played the child in contract. If the parent has emancipated the child or considered him of age, and permitted him to make the contract, the father is bound by the contract of the parent, as to furnish the child's necessities, and some other person at the child's request furnishes him, the father is liable for him and the child himself. This is the common law in this state, we have not regulations there against.
tion of the common law, as a reason of that, and in Part three of a different opinion and think the child is not in a contract even for necessaries, while under the government of his parent, but the government must be judicially exercised as he cannot with propriety be said to be under the government of his parent the immediately with him. By our first rule, the parent gives the child liberty to make a contract. The child is not bound, but the parent, our statute requires that the parent consent for the child to make a contract is necessary. But what shall be evidence of this consent on the part of the father? The same as it common law.

Liability of the parents for the tort of the child.

The parent is liable for the torts of the child to the same extent and in the same cases, as a matter for the torts of his servant. Where the child is in the immediate service of his parent, and commits a tort, the parent is liable. And since the child, in her forming his father's имени, makes use of different means from what the father expected, and by these means commits a tort.
still the master is liable. He is liable for the manner in which he directs his servant, performs his service. For it is more reasonable that the master or master be an answerable for the unskilful or negligent conduct of his servant than that another merchant suffer by this means. But where the child, doing something outside of the master's, master's business, and direction, the master is not liable for any tort he may commit. The parent & master are not liable for the torts of their servant in their employ, or actual service where the injury was done in purely accident, and what no one could have foreseen.

As where the master ordered to set fire to some house. When the wind was in such a direction, that his neighbours could not sustain any injury from the fire. The servant according to fire. The wind then spread and communicated the fire to his neighbours. And the Supreme Court in this case adjudged it to the thing, no body was liable, neither the master nor servant.

It is laid down in the laws that the parent and children may justify an
assault in favour of each other, but this justification must be understood with some restrictions. Where the father finds his children fighting and the children upon the right side of justified in the resistance he is in making, the father is justified in an assault in his own favour, so also where the mother interferes and commits an assault in his own favour. The father is entitled to that assault, unless the son could be justified in the fight. But if the son finds his father engaged in a quarrel and his courage must find him down, the son is justified in an assault in his father's favour.

Where a man injures his injury or the act of anyone the father is entitled to his action to recover his damage for that of service. Dasts will be, but the son is entitled to his action for the same money.

The parent is entitled to an action to assert a man or rebuking his daughter or son, unless the only ground of this action was to stop a service, but from the high damages there may be other causes besides that. The son has been given is not evident. But this is not the only or principal
Proceedings of the connection between Parent & Child. The injured feeling of the Parent & the rule of damages. 3 Ser. 18. 2 Dumb. 166. If the daughter is 30 years of age, it is immaterial to the father, who may have disfranchised her, as the father is dead. 

Upon the same principle it might be supposed that, if a malefactor had enticed away a man's son and corrupted his manners, wanted the parent's feelings. It might be supposed that he would be allowed to recover much more than simply for the loss of service of his son.

Lecture 20th Dec Brx 1794

If Parent's power to correct the child. 

He laid a rod on the back. This is just the same as giving the child reasonable correction. But that shall be accounted moderate correction in the question. The true fact is, if the parent may correct to such a degree as render him helpless, the punishment, and the child may by his conduct or his act, and recover damages of the parent. After and the child after standing in loco parentis, are in their acts, subject to the same law. With regard to the degree of punishment it may be inflicted, different persons will.
Parent & Child

have different opinions, and some may
think that a particular punishment is more
just and proper, which other would think is
milder. Who then is to be the judge?
the parent alone, she has the right of im-
plementing the punishment; for the parent
as master in this respect acts in a judici-
ary capacity, and as parent their actions
never liable to error in judgment alone,
the understanding of the understanding,
or the heart alone, so that the parent
master acting conscientiously and from
good motives are never liable in an ac-
tion, for the correction of a child. Let
the correction be over so excessive &
discriminated to the crime. They are
only liable when the unreasonable
correction proceeds from malice, or from
corrupt motives. Evidence of this malice
is correcting with an improper instrument,
so that the parent master act from un-
worthy motives yet the correction is but moderate
that are not liable.

of the settlement of the children. 1st Commune.
3 Apr 286

The place where the father has required a
settlement in the settlement of his children.
in all cases where the children have not acquired a settlement for themselves independent of the father. Where the father has died, and acquired a settlement in one town and moved to another, and there acquires a settlement, the last is the place of settlement for the children.

No foreigner can acquire a settlement in any particular town in this state by residence, but if he is a pauper he is to be supported by the state.

If the father has no settlement the settlemnt of the mother or the settlement of the child. If neither father nor mother have settlement, then is the place of birth the settlement of the child. If the father having a settlement dies, and the mother acquires a new settlement, this is the settlement of her children.

The child may acquire a settlement independent of his parents, as if he were an adult in a town and lives there a year, or on an estate, settlement in any place by acquiring it in another. A child, under the English law, acquires a settlement for himself if he is an apprentice, where he left his master for forty days. But our courts have decided that the apprentice may serve
his master does not by any length of time acquire a settlement. The ground on which they founded their decision was that the apprentice could not be removed for the contract of the master could not be broken in law. But the Recue think this is not a true principle, and there are cases in which it is not admitted, as where a child has an estate in a town, he acquires a settlement in that town by living there a year. In this case he could not be removed any more than the apprentice, by serving his master in one place for a year, ought to acquire a settlement and so does in any other case, capable of acquiring a settlement by living in a place a year. This is on a circumstance that he cannot be removed.

As a received opinion in this state that the wife surviving a year in any place acquires a settlement. But by can law it does not, by living any length of time with a husband, and pernity our courts in such a case would be governed by the can law and determine that she did not acquire a settlement. Besides if the principle of incommodation is a just one and a bar to a settlement it must operate, in this case to bar the wife as well as an assignee for the wife cannot be removed while her husband lives.
Children of a former husband to not acquire the settlement of the second husband for their child by marriage acquires no new settlement. The following case came before our court in New Haven county. A woman lived in New Haven where she had a settlement and a child by a first husband, she married in Derby where her child lived with her. The question is, did the child acquire a settlement in Derby? It was contended that the settlement of the second husband was not the settlement of the child and that the mother by her marriage acquired no settlement. It is that the child being under seven years could not be taken from the mother consequently the child was irremovable as the apprenticeship. But the court determined that the child acquired a settlement.

See the English Law, Burrow's settlement case No. 7, 15 by 12, 11/18, 1592, D.


Guardians in Place: That is where a minor has an estate and的时候 the minor under the age of fourteen the nearest of kin to the minor that can not undertake to guardianship over the minor is to take care of the estate may cease if & take care of the estate may cease if & take care of the estate may cease if

unless he is committed like in Child who have been in account unprofitable. Q D. Lee.
This guardianship extends to real property only and ceases when the minor attains the age of 14. So Lit 88. At the age of 14 the minor elects his guardian, and if he is under the age of 18 he selects another guardian. Where there are several relatives equally near of kin, entitled to be guardians in the same order, the first gets possession of the ward as guardian.

If testamentary guardians, this is regulated by a statute. There is no such a practice in this country as the precedent practice in this state, for the father when he has made a will to appoint a guardian for his child, whom the testamentary guardian is. In this state the guardian until the child is 14 years old, and guardian of the person as well as real property. They are liable to the same control in chancery as guardians in other states. There is a case in the 3d volume where testamentary guardian cannot lease the minors land

The parent whilst living is the guardian of the child, and is subject to the same rules as other guardians, and if he does not execute his guardianship properly he may be replaced.

Lecture 87. Decr 11th 1794

Where the father is dead, and the cause of probable in this state may appoint a guardian until the child is 14. As then elects his guardian and the court appoint him when elected. But if the minor does not elect, it is left.
guardian continues, the mother to the
protection of the daughters until 12 they then
elect their guardians. A co-guardian was
appointed the court of probate in consideration
of the guardian. If the father is the guardian
he cannot take any of his same estate or
income for their maintenance, for the fa-
thirst himself is bound to maintain them
out of his own estate. If the father under-
takes to give his children, those his wards
in superior education, can he take any
part of their estate for this purpose? To
this question there are contradictions and
references 2 Pet. 3:5, 1 Tim. 6:3, 1 Tim.
3:9. After guardians, not being obliged to maintain
the minors, may be allowed for their maintenance
and interest.
If the wards of all is incumbered, and the
guardian has money that belongs to the
ward, he shall pay off the incumbrance

The guardian sometimes purchases land for
his ward, in his name and with his funds
money. But he can in this case cash infin to 1000 the land, for if not hired
then, to the 1st all call for his money if the
child is broken, he must reconvey the land to the
guardian.
Guardian-Ward

If a guardian consents to receive money, being the proceeds of the sale of the goods, or the interest of the money invested by the guardian, the guardian of every description may be compelled to give account. 2 Mod. 177. and where circumstances are suspicious, they sometimes require that he shall give account annually.

If a guardian commits waste or misappropriation, they are not necessarily removed, displaced, but may be. an injunction may issue against him. Hardw. of chancery, he may be removed. Chancery 3 P. 175. 7 P. 7. 2 P. 955. While chancery applies a guardian, the ward may have leave of the guardian, or against the ward, and found, or to take such, and is styled a contempt. 3 P. 175.

all guardians must be account with their wards. all inevitable expenses and reasonable expenses are allowed. the guardian in accounting. the guardian must be account with the ward and the money in the guardian. Where the guardian is about to spend money, or is required to account with the ward, the guardian is required to account in chancery. 3 P. 175.
account lies at common law, either left or in the commonwealth in trust to a
hill in chancery may be filed. And as in the
more frequent practice is, for the parties
at account, to settle before a court of justice
and this settlement is an evidence, it has never
been the practice of the courts of justice to
require the guardian to come before them
to account; that this seems to be the proper
place for accounting.

The minor must always be by the guardian
or procuration. The minor must likewise be
sued by his guardian, but where he has no
procuration, it must not be set to the suit, for the next
may appoint a guardian procuration.

If a minor has been sued without a guardian
and procuration, and no answer is entered, then it will
be erroneous. This is an irregularity, and the judge
may be reversed in this of judgment.

The act as a minor or adult, or in
an adult. For if a minor, he
it is not both, and may be reversed also in
this, the it is good against the adult, and may
be reversed by the adult, in which
a man may be a guardian in his own wrong
which is said a man as and conduct a guardian
Civ. Cod. 31. Sec. 69.umberland
On slavery. Slavery is unjust and in (an),

resentment illegal. It exists in this state but it

exists in other states also. It can be seen in

many respects against slavery causing the injustice of it

throughout. It is clearly a

right founded on violence and contrary to the

laws of nature. There is no original

offense in antislavery slavery. It can

therefore be defended in this state, only by the

right, and the decisions of a Court. Hence

taken that we have in our state declaring our

right of men to be property, and if the negroes

are property, the owners might put them to any

death which they could put them to. They must

and might kill a barrel themselves. We have

no statute in direct terms, legalizing slavery

in the state we have statutes regulating the

state of slavery, but they only allude to the

practise of an existing evil in the state, and
do not sanction it. So we have restitution

or adultery and drunkenness, but it cannot be

ruined. We have heard that these crimes were

practiced in this state.
The said 2d the 1st that which may be of all mean, the 2d, and by which shall be done, 2dly, the 1st having been done, lest the
and are slaves for life. But the statute does not expressly enact that, and I can remove
be implied from it, than for a similar statute had been made relative to white inhabitants. The statute admits indeed that the
inhabitants. The statute admits indeed that the
sufferer had been considered as slave, and
make slaves even in fact as well, but it does not
than the idea.
We have not any adjudications of that, and there
not expressly establish slavery. But the said that the
decisions we have had, implicitly establish
the reality and lawfulness of slavery. But the
incident that slavery has been absolutely
decided has tended to make into the canal
than of the slaves. It has been determined that
an action of novus actus which subjects prop-
erty in the thing is joined with the lie to be
over a slave that has been taken from a
man, but an action in the case. But as any
of the laws of service, which it seems
the court have supposed the adverse to be en-
titled to. This idea admitted he can only
be considered as an adequate for life, en-
titled to all the rights of an apprentice. He
place can then require upon of the non-

Justice or in any other way than by its
prudential advice. The master will be
required to give a bond for the
life of the negro, to reside well and
true for the reason of the slave. It has
been determined that the content of the master
for his slave to marry a free woman is a con-
tract of emancipation of the slave. It has been
admitted as a principle that when the free
marriage of a negro as being a slave is
destroyed and not present the recognizance
that a negro is a slave, the master in
an action to put to the use of his title
is necessary in all analogous cases. Is it not
This rule extends will liberate
any slave in Connecticut. The state of
Massachusetts was under precisely the same
circumstances as Connecticut. The constitution
of the decision of their court they should not
have been made by the
state. The decision of the court was found to
rise in their constitution, but
the court declared that the amendment was not
enacted by the legislature.
Lecture 16th May

Lectures on the Law of Property.

Chapter 2:

In the case of Japanese bound to learn a trade, they are generally minors. The master stands in loco parentis and may correct the apprentice in any way he deems necessary. But when the child is of age and of sound mind, he may be hired by bond dated November 18th, 1817, to work for 68 years. Where a Japanese is bound and no particular time specified, such general hiring is considered to last for 68 years. In the case in Connecticut, the master is entitled to the service of his apprentice, and all that he can acquire by this means is his master's. If the apprentice should run away, the master is entitled to all his wages or earnings, he can obtain, while absent. But this is not the case where a minor servant has a master who

Minors, cannot treat a certain estate like himself, as others. By statute, the minor cannot contract himself, and to exact him, what he hired

We have seen that the Japanese such a contract for a non-renewable term at liberty to have

Consider the case that
In England, if 35 years are committed to be bound under certain rules and in this state, the select men have cause to bind out their children as are not then suitable, care of by their parents, the girls to serve till they are 18. The apprentice 21 if the apprentice is not in any trade held by his master, he may have a petition to the county court and the next life charge him from his master. The contract
Letter, 24th Decr 11th 91

The quarter may avail himself of the contract made with the servant for the benefit of himself, where the servant acted in capacity of an agent. For in such case the promise to the servant is a promise to the master. A rule earlier in cases of guaranty cannot be lent, but where, for the benefit of the master the servant was transplanting bought, and he had taken a security of a higher nature, there a writ must be sued upon in the name of the servant, in the peculiar cases of contracts not, and not servants, extend into for the benefit of a third, but an act of Parliament may avail himself of the contract and sue upon it in his own name. See the case of Dutton & Co.

Paul & Co. Where the tenant sued the father to pay the daughter a certain rent. This was in the nature of a assignation, but cannot more than add, and the same principle has been adopted by the Superior Court of England.
The master is liable for the acts of his servant, when in his immediate service; but the act itself might be contrary to the will of the master. I Lakk. A.H. 2. 77a.

73 s. 295.

When a sheriff is liable for the acts of a constable, and where the deputy is absent, whether committed by a constable in the immediate service of a sheriff, and the appointment or the sheriff. The sheriff, for such an act, is liable, where the deputy entered a house to execute a process, and put the occupant of a woman in the post-mortem and made him liable for the acts of his deputy. In such a case, the master is also liable for the acts of his servant. Wherever there has been the master's consent and complicity, and he is bound by the conduct of his servant, and in some cases, where we cannot alone the acts of the master, or where no warrant has been accustomed to take up a grant when the master endorses, and
to warrant, and the servant likewise, him and himself to come, unless

ity, he to whom of the said goods, upon the same credit, the master is liable.

be done to the master. A case in Plowd. 11 H. 6. 1107. sect. 19f.

the master is liable and, first of all, of the servant in his owning.

also 95. 3. ed 2 133. As well in

that of goods sold to the king.

a case in plost. 11 H. 6. 1107. sect. 19f, this is done contrary to principle, or none

the servant of the goods, and the

were in any of the other cases.

Here are cases in which both the servent and master are liable. The servent, if the master had no authority, or the thing done, was not liable, or doing the thing. But there are cases in which contrary is the proposition. Here the servent only committed an act which made it liable. He was not liable. If the master would have others where is some one liable. But there are cases when servent 7. Toss 290.

Here the servent has done service for the master in such a manner that the master is liable to an action brought by the master. The servent was some reason liable to the master. The rule is, where the servent has

been guilty of negligence in fidelity in managing to master's business, wished to the master, to the extent of the negligence, ability for the injury as of 265.

Where the servent is any person, or one with fiduciary, their manner of doing, he
Master & servant

were at originall the common Law
subject to felony, but a statute of Henry 7 made
felony, and the common law idea
of sedition is that the bailee as
servant to the bailee, being an incipient
in guilty of felony for the fraud vacates
the contract, and the servent is bailee is
liable to all the amounts of the
servent. 92. Rache's cases. Of the nature
namely immutiet sec. 42 175 170 167
262 21st 17 February 138

Lecture 501 Decr 11th 1791

by the writ or remedy as it respects his
servant, against other

The master is entitled to his action against
the per许or who breaches the contract
to serve in service. 2. Against him
who retains the servant knowing him
To be his servant. 3. There the servant
has been required to the law or the
to labour for his master an action
Surgood servitium lies for the master.
Then this action is brought to a suit
he may recover natural fees of his
vice, but for expense of physicians
so may the master where he is bound
to furnish the servant with physic, but
not otherwise. And the master or guardian of
the servant child is to provide for him
in sickness, he alone is entitled to this
than for the expense of physicians.
So
that three actions may grow out of the
battery of the servant. The master may
have his revenge. The master for expense
and the servant himself for the servants
money tack 380 £ 6 lac. 13 D 1797.
Wherever the act of beating the servant
amounts to a felony be killing the servant
the master action Surgood is left it is said
to be merged in the greater felony. In the
English: we have had no decision in
some cases, but there can be no decision
by the master shall not败 the action
Surgood.
The foundation of this rule in England was the forfeiture to the king, and if the individual failed to get his just demand against the felon, the king would be deprived of part of his forfeiture. 2 rolls 568. Feb. 89

Of The Bailor & Bailee

The bailee is a servant to whom the bailor has delivered his property under any circumstances to keep for him.

According to the Bras, bailees are of six kinds, but they are all reducible to three kinds:

1. Bailee at all events.
2. Common Bailee.
3. Naked Bailee.

The bailee at all events, bound to answer to the owner of the property in every imaginable case except the property is destroyed by the act of God, or which is the same thing, inevitable accident, or the open enemies of the land.

1. The common bailee is liable in case of the smallest negligence on his part.
2. The naked bailee, is a servant who, without any word of authority, is to keep, to oblige a friend.
and is only liable in case of gross negligence.

The sheriff is a bailee at all events, he is the principal gaoler, and in this respecting the word as sheriff and gaoler will be used indiscriminately. When a prisoner has once been committed, put within the wall of the gaol, the sheriff or gaoler is bailee at all events, and in case of escape, in every instance would be liable to the creditor except where the escape was effected by the open enemies of the land or the state.

As it respects the liability of the sheriff it is perfectly immaterial whether the commitment was under mode process or execution.

Escapes are of two kinds, voluntary on the part of the sheriff's negligent. Voluntary escape where the sheriff has given express licence or permission to the prisoner to escape. An escape in any other case is a negligent escape.

The civil consequences of an escape are the same, the sheriff is liable to the creditor. In case of a voluntary escape, the sheriff can never escape and in the deed be liable.
in case of a voluntary order, the creditor may have his remedy either against the sheriff or the debtor. If the creditor elects to sue the sheriff and recovers of him, the sheriff can never sue the debtor and receive himself, but he is utterly remediless. Suppose the debtor, before the sheriff, had indemnified the sheriff by promissory bond, the sheriff can never recover upon such promissory bond, because they are founded upon an illegal consideration. The debtor returns voluntarily; after a voluntary ejectment and the sheriff commits him, this does not exonerate the sheriff from the creditor. It has been a question whether the sheriff in this case, would be liable in an action of trespass, to the debtor. It is the law that if the sheriff, in a voluntary ejectment, takes and holds the debtor, that he is a trespasser. Or, not as man can be a trespasser upon another, where he has the permission of the other for the act done, as in the case of the voluntary return. But if the sheriff retain, after he wishes to go out again, he is a trespasser and liable to the debtor.
106  Bailor & Bailee

If the creditor suffers the debtor to escape
it is at common law a discharge of the debt, but
according to the mercantile law, the cre-
ditor may at any time judge the debtor
after he has suffered him to leave the gaol
and there appears no sufficient redress or
against the mercantile law. This question
is now depending before the court of error.

If the sheriff be negligent, the case is
the same as in voluntary escape and affects
the liability of the sheriff to the creditor; only
if he refuses and neglects the debtor before
he is tied by the creditor, such neglect shall
exonerate the sheriff from the claim of
the creditor. But if he is before the
petition the creditor accounts of the sheriff
that may retain the debtor for his own use
safety. See authorities 3 Coke 414, 32-52
1 Rolle 99, 506, 2 Rob. 37, 89 R. 99, 128, 767, 65
Strange 875, 98, 86, 2 Hill 294, 115, 189 269.4
1 Bl. 322, 597, 84, 119, 271

Lecture 26th Decr. 16th 1741

It has been a question whether in some cases
escape, where the debtor has taken the goods
in the same, a warrant is to be

Bailor de balee

With this entend, Tho it is a voluntary
of the deal that if it is not to the law
idie for the deffee may infult the crea-
tor by leaving the yard at any time in
urgency and return before ertitio and
fully get a wirt for the shreif, he might
wign an out oif friends of the distance
of several miles and return before the
creater could get a wirt for the shreif, the
H wountnot be liable ift was a negligent of-
the.

In answer to this, if it come to the kown-
Of the shreif, that the prifone has exceded the bounds of the yard, be liable
To seek in with the comcomant of
of the neglect to be ther, and the prifone a
and time exceds the limit, the shreif
liable for a voluntary of the. The cr
be the same as if the prifone made the
through a bite in the ail and down a
on the shreif should gain the know-
In the first instance he needs to say
that the argumente, if the other side are for
an eye and has a wirt of the and the
...
It was a common Law, originally enacted by the statutes against the person in one case. But by a late Act, it is enacted, that in an action on the debt or an action on the case, the defendant bears the burden of proof. If the debt was not committed, the plaintiff in an action on the debt or an action on the case, bears the burden, unless the judgment be reversed on an appeal by the defendant, and he is required to pay the debt. In such case, the action of debt was brought, and the defendant had pleaded it, and the action of debt was brought, the plaintiff was given again the debt. But if no action on the case was brought for the same sum, the court must say, in the case in Littledale 126, that the damages are for a simple contract, and they cannot recover damages in any other sum as the whole plaintiff, as there can be no certainty in the fact if the action was in the action of debt or action on the case, 126. The same ought to be the case of damages in an action of the case unless the defendant in an action of debt or an action on the case, 126. The rule of damages ought to be that the plaintiff is not liable for a simple contract, but liable in an action of debt or in an action of debt. If the 126. Should be made of damages, it is certain that when an action on the case is brought for the same cause, the defendant in an action of debt or an action on the case, is always presumed and can be required to prove
Mr. Charles B. Parker

There never was a man who was not

擺 in an habeas corpus suit the

sheriff was not liable. From 1871

on, the office of the sheriff was

a gubernatorial.

The sheriff was liable

which law differs from the English statute

which shifts the burden of liability from the

sheriff to the county alone. Therefore, he was

effected by the means of the supremacy of the

state. In all other cases the sheriff is liable

only to that county in which the court

alone is in error. In all other cases the common

law has been made by what in Europe is a
country, if an effort is made by that

county in which he had against the debt, the

county is not liable.

Commons are determined that where the de-

fendant is a bankrupt, they will join but not

real damages. In every instance the decision

was wrong, or let the sheriff be liable to pay the

whole debt. As a common law in the event of the

default being bankrupt. End of regulators

Law in other cases. I have an

against B. Choise a bankrupt, and

give it to a sheriff to execute it is binding
to do it within 60 days and if he neglects

gainst him, the rule of damages
By statute negligence, the statute says that the state is liable for the county not to be liable, and by transportation of the county, the county is not liable. Where the state is not liable to that in either case, the county is not liable.

Construction when this subject, where the state caused to be arrested an office, from the sheriff I may in any case when the sheriff and the rule of damages in the action, the sheriff have no contrary constitution.

By statute, sheriff is in some cases liable for any case where the sheriff is insufficient where the sheriff is insufficient, and if there is no case in court that the sheriff is insufficient with and then the sheriff cease to exist. But the county is at the same time liable where the sheriff has incurred a liability for any case, and dies the action dies with the sheriff, and if it be a case as if it is considered as a counter the Sheriff will be the same. For it is such as one of the defendant is benefitted by.
No batterer being a man can do the thing called the homicide, nor satisfy any of the theft or larceny, but a like shall be done by the lady of the house, till the house is paid the rent in the year. As the judge voluntarily suffering the prisoner to escape is a criminal, and in this is subject to some punishment to which the prisoner was, if the prisoner was a capital officer, the utmost severity of penalty. But in this case, he is punished by fine and imprisonment for suffering an innocent person. If the neglect of some may be found of the judge of the officer, but it must be an actual, not a legal negligence.

Lecture 27th Decr 1735 9 h 1

Another class of people besides sheriffs whose bailee, if all debts are paid, and he is in this house, he may be certain to do and if he desires to do this he must have no man to any person's manner for the compensation shall be given of a very considerable sum. For 50 pounds will give in wages in one case. To make this clear to him if the wife must make a bond for giving in the money that is in the account but do not to give 8 9 10 18
By a sufficient raike for the require to continue in and if the tenant is fell
and cannot entertain any more, or if he has been sickness in his house, but the writ not
make a tedium, or no sight in considering, but entertainment would occasion.

Wherever the guest going in density into the house, the host is answerable for it, he is ba-
dee al all events, and if the guest have anger them his story is stolen. The host is liable to him
with a regard to the story, if is put to another by the express order of the host. The host is not liable if he is stolen, any-
more than any other person who had thus them a
2 to be kept, he is the common bailee and
liable for negligence in having two men.

Stolch 32, 44

When a man puts in a tavern and the
host delivers him to another, it is his
bailee of a way. Then property thrown
over the better bailee is one. The guest

be and keeps his property with him, one
of the authorities, and now liable same-
but generally. By the common law, it
be. Hares 78. 74, 8, 8 of property is stole.

But there are cases in which township may not
be liable in case any injury to the person
of the host.

If a man goes to a tavern, and the notible
him more hands well and cannot on occasion.
But the traveler in a strange country, staying in an inn, may be robbed, so he can get. In this case, the host is not liable.

If the guest is robbed by his own servant, or by a man traveling in company with him, the host is not liable.

If the traveler loses his money, he can claim the owner of the money, or 

If at the same time they contain and 

In order to render the transaction justable 

The man is sent a letter in which he 

This is the 18th year of 877.
The lease of a house cannot be broken
down to the lessor but is sustained up there
which is a very good of a private house for
the house that for the one alone
A servant which in his masters employ has
his wages stolen on the master have the action herein.

Lest 18th 179

The owner is properly not the lessor without being said first and for many
more appropriate or on a shift he has in
all it is ascertained that there be held the
chattels to which it may be held and the lessor to whom it may be
validly and for an action till
the bill is contested made in London 27th

The lease of a house was of an ocean
and house for the benefit of and land
and he cannot sustain the house for
the existence of the ocean as an asphalt.

I be determined and for the same
action cannot use the public as delay
not one of a debt against
tell, he must cause such a man as he shall find and the bailiff to take care of the horse, than without him to call Mr. Jones 87.

And the custom of London is this custom, according to that the judge may use the horse he detains and when he has kept him until the evidence of keeping amounts to the value of the horse he may have him given off to him.

The custom of London is the most reasonable and will actually obtain in this country.

It is a general rule that the bailiff and the owner have a lien upon any goods or property if that property is termed part or part of their hands without their consent, may upon that permit to take that property without a warrant. And if the bailiff has not consented, not the bailiff, nor any other person can hind him to take if the tenant has a lien and lending power to the landlord and without paying his bill and the man afterwards retires and he still in this again it is an evidence that he cannot retain the name of the man, nor he cannot call him by name.
Lecture 28th

Common carriers are thus generally employed in the conveyance of goods from one place to another. They are carriers of all sorts and subject to the same laws as the other sorts of vessels that carry freight are common carriers. But in England, subject to the civil law, the civil law governs.

The law and administration of common carriers is different. Where the carrier has been by larceny or by the omission of another negligent, the carrier is not liable. The reason that has been assigned is that in order to prove the carrier is guilty of negligence, and all liability, you must show the person. But with respect to the common carrier, the carrier is liable upon the want of care in the contract, with the owner, which does not imply, with the reasoner. But in the case of the common carrier, it is difficult to consider if any tort is in the carrier. It may be more difficult to ground the liability of each of these officers upon their contract to execute their duty faithfully, which is the right of contract that every public officer can claim. The true ground is that the distinction between the liability of the common carrier.
The case of Maine common carriers.

Carriers, and the law of the state in
the case of the common carrier
is founded on a valuable consideration,
wherein the owner is benefited, and
whereas his fees should be liable, but the
contract is not founded on a valuable
consideration.

The authorities upon this subject are:

1. Vol. 2, 2 Lecq's Evidence 1, 34-1 239, 2 Lecq 279
   3, 143.

In order to make the common carrier liable, the whole trust of the property must be committed to him, for if the owner's property could send his servant with the property, and not delivered to the carrier, he would not be liable. Strange 690.

In a suit in negligence, the carrier secures 1 Wit. 181.

At the common carrier's becoming liable,
he must be liable. See 2 Wend. 193, 249
1 Kent 238 & 1st. 154. In re Johnson,
the carrier's times is liable, when he has
delivered the property at the place where he
was sent to. 1879.

If the carrier has convicted the property, he
is liable in an action of trespass. The most
common action in an action on the case.
Bailment in 1st. I present the said bailiff, do
it only to deal with the parties, for the
and harm received, he sometimes is to
do certain acts with the property, and he
be so near, so to be a friend in another
is to make the bailiff for them to a place that
the friend would find, so there had been
as contract be. This subject the roughly
in the case of a semi.

To ordinary negligence will subject the
body. But it must be such a degree of negli-
gence as will carry with it evidence of fraud
in the bailiff.

The property in the hands of the bailiff is not
alienable, and if he undertakes to sell it
the bailiff does not lose, because the values
of the bailment are such that it is not all
related to receive.

When the property in the hands of the bailiff
is claimed by another before the bailiff, this
with the duty of the bailiff to to judge of the
merit of the case, claimants, but it is obviously,
be he himself by rejecting the property to the
and from the law, the bailiff is
in evidence, the bailiff and the trustee who
the bailiff is by by delivering the case
merely of the bailiff, his or must of his
for, delivering the authority to the person to
and from solicitor.
Lecture 19th.

He has mentioned the noted baillee to keep, and named him that had something to do with the property, as to remove liberty without consent and to obligate a friend, if he discharged the said negligently. What if the article is damaged, he is liable for the loss. While the noted baillee to keep, would not be liable. 

But there is the situation of this question, if the one ought to be liable, then the other ought likewise. Therefore an indication in another case in the trust, and if this is undertaken negligently performed, is insufficient to subject the undertaker. It may be that the undertaking to do an act with the property confidence is ordered in him. Yet if there is an abuse, he is liable. But in the baillee to keep there is the same confidence and trust, and by a similar nature of this trust, he ought to be liable as the other. In another principle in which the baillee to do is liable, in that he has undertaken a trust and abused the confidence placed in him. He same may be said of the baillee to keep.
The law is not so established. For Blackstone, 1 T. & G. 348, is Jones on Bailment.

[Handwritten text not legible due to quality]
But if there may be a question whether the bailment or exceeded the bailment will be liable to every possible case, faring now that may happen to the person in an argument of the damage of the bailments being exceeded, there after an horse to ride to farther, and ride then to another, the horse did stand on with the bail. Is the bailer liable? This question is now depending before the court of common pleas, and setting in the town.

It is very certain that had the horse been killed with lightning, that the bailer would be liable for that as well as for. Wherein the bailment, and he is a wrong deed, and the Law of Bailments which before indicated them, can not afford him any aid, when the harm is not transferrable.

He said that the bailer the proceeding the bailment is not a breach, and the bailer cannot justify a rejection, but his remedy against the bailor is a contract of trust. But therefore a man is found, and a simple

When once the bailer has exceeded the bailment, the damage of bailment are not to receive

then, and having any one, which is between

may be the cases in all hands that the man must do, he is a thief and in

such a case.
and his almoncy shall in no small extent mean the same principle be dealt with a trusting mind, shall be considered a benefactor and shall have no benefit from the bailment. Nor the exceeding the bailment is presumptive evidence of the beyondning mind in the bailee at the time of hiring and taught least to throw the burden of proof upon the bailee.

The bailor is a common bailee and the ground of his liability are the same already laid down. The bailor may in no instance use the thing bailed under one month, where the thing will sustain any loss from the use it may endure, but where it will come to me and I take the inalienable liberty to use it. Henry uses and enjoys and with the nearest, sufficient he may partake of it. The bailor uses the article, a one, it has a kind, or disinterested wise sustains any injury, he shall, but this seems to be an inalienable rule. The principle upon which in the cottage, inalienable because a damage incurred by is exceeding the burden of the bailment, and he shall not only form but in every possible case where any trust be felt the article by the use. Where a theatre is a one and the burden of the bailment were exceeded, in the use was a person a cognizance to the Fonde of
Lecture 38. Dec 17th 1791

The thing was intended to be a law of the state, it is a law of the United States. If the act, must be said in this state, where he lives, as it is in New York, shall put his obligation on theDISTRICT asC and he shall have the
the in sufficiency of the real. By this
power in all the coasts as the county is
the circuit court, for the county are lands
the laws of the state in which they judge.

It is a law not the arrested by any
the county in such a case is the position to the
the county of the county, there is
one way painted to the land in the county can
be said before the circuit court.

A DAWN is a pledge in the hands of a creditor
for the security of his debt, and when the debtor
will tend to the money for which it was pledged,
the entire part of it is paid to the creditors in the
same, and the balance is insured of that which
he desire to have the tenor, to be read in
the Dawn. But if the DAWN neglect
not to deliver up the Dawn when the tender, and
it is left an injured in the hand of the DAWN
he may have recourse against him.

And if the DAWN has not been paid, or any
of his DAWN, or the DAWN, or any
of DAWN, or the DAWN, or any
...to the original debt, or a money sum had been or a pledge, or a tender to the subject December 13, Act 67, 1812, Act 87, 1842, Act 89, 1854, Act 245, 1879.

If the pauper pays more money for the redemption of the pauper than is necessary, due he may recoup it back, see a moneyStrange word under word 'Tender.'

If the pauper is paying in the moneys, that he can resign it, and more. The money of the pauper, to tender to the assignee to redeem. According to most of the authorities the pauper assumes the property in the thing paupered than the custody, and cannot resign it. But 371.

The head of tenderer can not tender that the pauper is assignable.

If a time is mentioned when the pauper is to be redeemed the pauper may be redeemed in any time in a life, but his time may not be determined according to the current of authorities but common understanding to his time and Tender will stand no claim unless it be made to the time of the pauper, and not made in the time that time in law
but the equity of redemption remains in the
vendee, and in mortgages, only the creditor
may tender, according to the amount of the
vendee.

Where the time limited for the redemption
action is exceeded, the purchaser may sell the
vendee, and a decree from the court
against him to restore the article,
upon tender of the money. But the vendee
must sell the article at full value
as much as a man in his situation can
sell for, and if the money for which the
vendee is indebted, the original debt on
which the action must be sustained.

P. 261

Sec. 18 a pledge to a creditor another creditor by redeeming may take the pledge in the
last creditor's name to be secure to the donee
and then by his own name to be in turn
the same from whom mortgage, partial
fulfillment must be made in the event

It happens property to the value of $1,000
let of 12% and the
and if there were more money without sti
or if the mortgage, partial
fulfillment must be made in the event

No. 261
with the same. These credits made a dem
as in mortgages by paying the debt in which the
mount was raised. In demand, A. C. E.

It was not to be
the same
article, it cannot redeem, without paying the

debt due to B. B. V. on 151. First attached to

the idea that a pawn is assignable, as the
only principle upon which it is possible to
redeem of is that the halement of
such a notice, is calculated to receive
but a mere naked halement without

without the
assigning, is not calculated to receive
and the Bailer's assignee has no security in
the article bailed and assign'd, by which he

can hold it against Mr. 3. See the case of

W. H. 1781.

The law does not see the halement
recovery his money, on the original
debt notwithstanding the pawn in his hand.
Strange 1719, unless there is an agreement to

the contrary.

Instead, it may be pawned 1 July 1719.

It is considered a crime not to deliver
the pawn when tender'd of the money, and the
assurance once he intitled probably 3 June 1717.

This is contrary to an attachment suit

to more civil injuries and instances of

W. 1719.
On contracts. It may here be seen that no contract can be made in which the parties must be capable of contracting. There are certain persons incapable of contracting, before courts incapable of contracting. In this subject fully considered under the head of marriage some reason why the wife cannot bind herself by her contracts are these. Yet if it be taken from her the means of discharging her contracts by confining her in prison, the husband's hand. And the husband's moral rights shall in no assignable way be injured; his right to the person of his wife is paramount to all others, and if she could bind herself she would be liable to be taken from him, and confined in jail. But find a case where these two reasons to exist, she may contract without being liable to her contracts. In no case she has the right to marry, and the first reason does not exist. She is therefore bound by her contracts to the extent of those rights.
Contracts

But her person is not liable for it was the marital right of the husband would be affected and that the wife may gain hope of the state of her separate property. See Provisions of cases 16 of the wife lives separate from her husband by articles of separation, neither of the two may exist. For as to the first she is entitled to her own acqumorations and not the fact the mean of discharging her contract and as the second husband has no claim upon her person.

Infants are incapable of contracting or may rescind their contracts. This is not founded upon commutative justice, but on its foundation in policy. See this subject under the head of infancy and parent debt. 5stly, infancy, infants, Lunatics, &c. can acquire property by defendant, & also by grant. The property in these ways will vest in them independent of their agent. But he may direct it if he comes to his reason, and so may his heir. In control of such a person is said when it is in mind that they are idiots, Lunatics, &c. 3d Read 296:307 2d Ray 316 Carthew 211

But it is a question of them lunatics when he recovers the possession of lucrasion, can
...and his contract, that his heirs and represeatives may, there is no question. Here is an old maxim that a man shall not publish himself. Blackstone treats this maxim as an idle chimera, whilst the real contends for its reasonableness. The principal reason assigned by him is that it would put a dear to it, and if a man might thus void his contract. Yet these very contracts may be avoided in the lifetime of the landlord in two ways. 1st by a will be idonea inquesto and then a sure parties in the name of the new issue against the heirman in favour of whom the contract is made. This will is recoverable in chancery where the inquiry is made and if the contractor is found to be a benothie, the whole contract is ratified. A Report 126.

The contract may likewise be avoided in any way by an affidavit in the name of the attorney general, 4th, and the idiot must not be party to the record but it is an established that he may be a party to the record by joining with the attorney general. There can be no analogy why the party himself may not with his own act in law as well against the danger of fraud as the same in both cases.
Contracts

Of that species of insanity, not arising from drunkenness, and its relation in contracts. Drunkenness of itself is no ground for avoiding a contract, it is.t said, yet in fact contracts made in intoxication may in some cases be avoided. If it is a fair contract, and he had not been restrained, he cannot avoid his contract at the drunk when he made it.

But if it is an unfair bargain, and the person who has accepted the bargain of him was the occasion of his drunkenness, the contract may be avoided in chancery. If the person who has accepted the bargain of the drunken man, was not instrumental in getting him drunk, as laid down, that the contract cannot be avoided.

1735 19

But there is one principle upon which all a personal view. That any unfair contract with which a man may make while drunk may be avoided. It is a rule that if one man has an undue advantage of another in situation and thus obtains an undue advantage of him, a court of equity will relieve against it.

Where a man is of a weak understanding below the mediocrity, and contracts. Some of his contracts may be set aside by an application in chancery and some not. The weakness of the
Contracts

understanding, it is said, is not itself a sufficient ground for setting aside the contract. But if there is any fraud in obtaining a contract from such a person, it will set it aside. If in this case there is no consideration at all, the court will infer fraud and set the contract aside. It is said that fraud between parties of any description will vacate a contract, but that fraud is never to be inferred from any inequality in the bargain. In this case the inequality is not evidence of fraud, it is said. This is contrary to all rule, it is inferring the fraud from the inequality of the contract. It is evident that the weakness of the understanding is the ground of setting aside the contract, notwithstanding the rule. That weakness itself is no ground for setting aside the contract.

Lecture 32

Dear,

All men. a common Law rule early were as then, who were born as if the reginice of the king, and those who were born within the reginice of parents in his obedience to the king. But by a statute made in the reign of King Edward, children born of parents subject of the king the so of his reginice are natural born
Complaint of [Name]

Subject of [Name] filed the suit with the issue of this letter. In the case when this statute have been passed, the same only was in allegiance to the king. The children are natural born to the mother in England. In 1691, 1298. It seems an accident in order to be benefitted by this statute, the parent must have had previous allegiance to England. This was the Law of England and the means to the emigration of ancestors to America.

The court of king's bench have of late dead. Not a child born of an English mother's kin, father born out of the kingdom, though born subject, and will not inherit to be in England and the court of opinion that the execution of the statute ought that it to be complied with, that both the parents, and to the bastard to be an English subject of the king. In 1691.

By the statutes of 1691, all children are deemed natural born, subject born of English parents, the act of the kingdom under such parents, were obtained foreign and in the service of some foreign master. The country with great Britain. Earliest can naturalize any alien, and this on a day in the year of 1691.
Contracts of aliens

An alien cannot inherit any real estate nor be tenant by bailment, nor can the wife be an
assignee, etc. (cited).

If the alien power to contract, as it affects
contracts about real property, then is in him and even to contract. If an alien
purchases land, the
it descends the grantor of his title and the fee
reverts in the alien, yet when office found
it is called the land immediately west in
the same, and the alien is only the channel
through which it passes to the king. But the
if the alien should die before office found, it goes to the crown. The
land to an alien the land before office found
such grant would be void on such an office
found it would go to the king (cited).

An alien cannot have a lease for years unless
the term has not come into the extent
for the use of purpose of holding he
may have a lease of a house garden near
(El. 1974). But in term, if he departs there, it
passes to the crown, and if he dies without deal-
ng it, it goes to the crown, but his legal
may hold it.

Aliens may make personal contracts, but
an alien enemy cannot enforce such contract
by a suit of law. All infidels were formed
for their enemies, but it is unjust (cited).
Contrast of Alien

An alien may be an enemy, to be seen as an alien enemy. Yet the mayor can enforce contracts, being brothel 68.

The power of naturalization is vested in Congress.

Treaty of Peace between Great Britain and America.

By one article, real property is awarded to the subjects of each country. That is an Act.

The man having a British America called that, and the cabinet is due to him. Capt. St. Brevue thinks that this land will not deliver to their heirs.

It has been a question whether an alien enemy could recover interest during the time in which he could not enforce his contract. In a war, he cannot.

By the treaty of peace, the claims of English subjects and refugees were not to be inquired which can mean no more than that they were inspired to secure all their just debts.

The question then is whether they are to recover interest during the war, and lands given.

It is asked at all hands that a tender will yield the interest, and if the debtor is ready to tender, but the creditor by abstaining himself has put it out of the debtor, he must tender. This is accounted a tender, and it is to assist this being considered as a tender the debtor is only the 2d of the money for the creditors.
Contracts

and is liable for no injury that may happen to the money, to suit and see at it. Again, by his negligence, he is liable for anything that might happen to that money during the time he held it. Therefore, the creditor must sustain the loss himself.

Lecture 33

Contracts are either express or implied. To make a person liable upon an express, the law requires an absent, and the form of the absent makes it clear that ground, whereas the truth is, in a great variety of instances, there is no assent. The law has no mind to the party liable because it is caught to be imputable.

Here are agreed a variety of instances, in which the party is made liable where we cannot possibly suppose an assent or representation.

As in the case of a mortgage, he is standing by and seeing the receipt made to a person and the mortgage, in the case of the first mortgage, the same will go. He is required to him, the we cannot make an assent in the 1st, to see that the 2nd may be finished by the 1st. But in 322, 269, 261, we are not that distant and far away, to make an assent. See 1st, 2nd, 107. In 322, a man sells a piece of land in the middle of a forest, and all who buy a right of way, the covenant in the deed, to this end—

1738...
Contracts. Party

Where the husband turns his wife out of doors, he is obliged to support her and the law makes him liable to a certain extent for her anticipliy, not nothing more than to do it on her part.

A man is sometimes discharged from his contract by reason of some circumstances attending that contract, as 1st Contracts entered into by duress or any security given may be avoided in a court of law by pleading the Dueres. Dueres is of two kinds. 1st Dueres of constriction, which is the unlawful deprivation of liberty, and if the just man in that situation gives a hand to recover his liberty, are entitled to any contract in consequence of the constriction. By pleading the Dueres, he may avoid the contract in a court of law. Or if the constriction is legal, but the contract is obtained by torture and unjustifiable usage, it is duress. If a man by duress, obtains a hand the amount of which is more than that is just due to the man committing the dure, yet by pleading the dure, the hand is avoided. And the original debt in the case, in such a case, is not pleadable. To an enabled de

Rol 862. The ground of this decision is that such debt cannot be executed without a

Dueres is not pleadable to an enabled de
Contracts. Ours

before any power by which means the
duesp is removed. And it is an established
rule that a contract entered into under
duesp may be enforced under made good
even that duesp is removed. Which means
that such contract is made unenforceable
only. All our deeds in this rule are void
declared and insensibly subject to the same
law.

As is under duesp of imprisonment B. to
obtain his liberty entered into a joint hand with
him. Such bane cannot be avoided by B.
The as to A. the plea of duesp is good. Prodigy
18. 21 Ray 357. But the principle of the
when this subject of duesp is mentioned
is by such a decision only. The principle upon
which the case is made void a contract made
to enter into B. for the contract was
not the free and voluntary act of the party
and B. since are seeing the interest of his
friend it can hardly be set at nor.
he contracts to relieve him from his duesp
and when this principle the court has
uniformly decided that if any relation did
exist with A. or B. to make his contract by relieving the duesp
A was innocent. In 22. 22. 33 2743
nothing from this principle no man
should be allowed to take advantage of
this
tiff. The tiff. his

the passage from this principal no man
should be allowed to take advantage of
this

the passage from this principal no man
should be allowed to take advantage of
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Contracts - Duress

There was a question in the law about a man in distress, and in consequence of this he contracted to avoid his contract by pleading the duress. On this subject the authorities are contradictory. But the principle would decide in favor of the plea. Suppose a man is in a journey and his horse is unlawfully detained from him. To induce him he gives a bond. This cannot be said to be done freely.

Menace of life, limb or imprisonment, if the threat is such as to amount to a man of ordinary prudence, its called duress. And a contract entered into under this duress will be set aside in law. But the contract will be set aside for no trespassing threat of one to harm the person of another to prevent him to execute his contract. This cannot be waived in law. But the law is very different in equity. For a contract entered into on the fear occasioned by an unlawful cause will be set aside. Whether it is a threat that may injure his person is the same. And in consequence of the threat he executes the contract. He may set all times averted in equity law. 68. Hence it must be that the fear was occasioned by the party to the contract, provided he was privy to it. If so too, a court of equity will set aside the contract entered into by it to procure his liberty. If under duress of imprisonment of fear generated by a lawful cause in accordance for a loan it produced the contract equity will not set aside.
Contract.

The contracts entered into by tender to satisfy, the confirmation of which application of the contract to the act of a person that affirming was not, and by such confirmation the contract is always to be made in chancery, unless the court of his legal right to avoid the contract.

The legal maxim that ignorance of law is no excuse will avail a man as a plea, but this maxim is far from being true in all cases.

Lecture 34th December 25th 1794

Ignorance of a person right will sometimes invalidate a contract. As the school master, which is the last to teach the middle one dies, the oldest takes away any rights, and the school master would fall to whom they belong. If the school master should say that it went to the younger, the eldest accordingly released it to the younger in the house that the eldest brother being ignorant of the farm was not bound by his contract to release the same as the case of the farmer as enjoined himself liable to pay all that he himself must have been protected and any notice of the deed is not made to him by the presence of assured to the power of the deed or no liable to be released in such a case. But a person not able to act in this case would have no notice of any past or existing under
The operation of fraud upon a contract

The principle recognized by the English Law is, that where any expression of trust which a man in good conscience should reveal or suggest is false, and has induced a contract, it is either wholly void or to be avoided against the party whose act induced the further.

First, the operation of the principle of fraud in courts of law. And note some implied contract is very

expressed in conducting the business undertaken, will be compensated in an action at damages

such an action as reveals the mind of parties to the adversary. The implied contract of every
Lawyers is to seek the complainant to assist in all the business of the client, and when he is engaged in any lucrative employment and under them generally, there is not a man in the city of London who is not well and well, in a

ние

But the man of a profession is to do any business of the line of his profession, take care for his well-being in every way and to that end. The ground of this is not there was in pa

relected. He could do it in a little

But the business of the law, as well as in a little, is not against me, for there is no

Employers, more to have my rec

A law is to be contrived for the consideration of right, to rule the

Which is not to be considered, it is a general rule

If there has been any fraud in the execution of a contract, it is said, but if a man has been negli

意不在此，意在此。
In the consideration of the case, a contract, as where it shall be agreed, that a person, or a firm, or a court of law, will not

be held to account. But as to this party, it is

not so. If a person is fraudulently induced to enter into a contract, it will be

considered as that of fraud. If the fraud is

true, the contract is void. If the fraud is

false, the contract is not void, but the

party will be liable for the consideration.

Thus, if a person is induced to

enter into a contract, he will not

be held to account. But as to this party, it is

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Here I hand in the consideration for this will allow the person to be upon horseback with the force and power. If this is done, all the injury, and seeing the wrongs in the instance, where one party means to get another money in his hand, which he cannot in good conscience retain. Then they shall will create the contract where the bond to consideration is that, why not worse contract? As a principle will attendance in the way we become, and in any case, where the contract was not herein considered. If you have it said, I will to manage it is not so. And may also suggest an order in the contract, that the minds of the parties are made met with. In a small contract, I believe this. Here was taught the example of the many hundred good, and another, the money passed on. It might be term, and tend to sale, and then being it is a contract, to meet the principle, end not. I will.
1 A. the vendor executed a perfected bill of sale. The vendor knew that the bill of sale was not effective until it was recorded. The vendor did not record the bill of sale.

2. The vendor is responsible for the damage. The vendor was aware that the bill of sale was not recorded.

3. The vendor is not responsible for the damage. The vendor did not execute a perfected bill of sale.

4. The vendor is liable for the damage. The vendor executed a perfected bill of sale but did not record it.

5. The vendor is liable for the damage. The vendor executed a perfected bill of sale and recorded it.
A contract in fraud is not


A false warranty. This phrase is not to be applicable to the contract and is not a warranty in order to escape from the made at the time of the for made before a sale. there is no consideration and which occurs and therefore the warranty is not to act. [Act 6, 0

Strange [H] in the above and it is not possible of the false representation. Both as the affirmation or reasoning, inference or the action is possible to which it refers.

Where a man lies without any necessity to himself and it causes damage it is then the action is called [Dun 51]

Where this action does not die

Handwritten text is legible but ambiguous.

Lecture 36 Here 27th 1881
Lecture 37th Decr 30th 1764

If contract impossible to be performed.

If the is not material the done is in
impossibility in the nature of thing. The
contract or covenant to do it utterly
void. If the impossibility arises from the
peculiar circumstances of the contract.

As there

But say they, the inequality unreasonable
in evidence of some and without any
self admitted evidence of the terms.

But then will that

not say a cause of equity will relieve for
the inequality &c and say a thing of the
same nature as the

ask about the &c and only observing the

business, and it very frequently other

in the case. I do not see a

Phearsance

of

and to say that an

of equity will grant relief where there has

been inequality unreasonable &c &c. And

But a court of equity will not interfere.

there has been any same trifling inequality

but it must be excess. The author, under

his subject in a "Law 1119" 31st. 290 291

Bomth & Bramley Dugdell 1819 310

1766 170. 1836 167. 187 178

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1766 170. 1836 167. 187 178

But say they, the inequality unreasonable
in evidence of some and without any
self admitted evidence of the terms.
Contracts

It is totally destitute of Force to contract to pay £1002, it may be an impossible
performance. For the contract, as it would
be to fill the moon, yet that impossibility
arise from his particular circumstances,
and from no impossibility in the nature
of things.

Where the impossibility does not arise in
the act of the contract or a court of equity
will not compel a specific execution of
such contract. Little are the injus-
ticy to his remedy to Law, where he will
recover his damages from each of the
bars where a covenant to convey the form
of B. to C. but cannot purchase the form
of B. here the impossibility does not arise from
the act of A., and a specific performance
will not be decreed in Chancery. But in the
A. covenant to sell his own farm to B.
and immediately convey the same to C.
in this case the impossibility arise from
his own subsequent act, and a court of chancery
will decree a specific performance

The contract entered into, which is possible
at the time but which became impossible
by the act of A. to fill the form of the land, as
the act of the covenantor himself, and not
running as a Law 1206.
Old Facts

Suppose the form of the covenant to do a thing physically impossible is changed to a bond with a condition, which can not and does not change the impossibility. The law is different, and the impossibility is excused.

As here a giver with a penalty of 50$ conditioined to do a thing, when A is going to the moon. The unde bond taken together is no more than a contract, and the same reason that made the bond and the contract, ought to make the bond and the condition is founded in principle Blaw 32.

172 Blaw 172 where the bond was avoided.

The Law here laid down only applies itself to executory contracts. But if an impossible condition is annexed to an executed con-

tract, as suppose the condition became impossible by the act of God, or the statute, etc., up to a certain convey to B at A's will, it will go to B, for A's reason.

Now suppose a little to B to a certain person, then the land which A conveyed is not in his hands, but in B, and becomes impossible by the act of God. So A dies, the person named to B.

Again the condition is precedent. The more the condition is precedent, the more will not rest but subsequent.

An action of sedition, brought for 50$ which was money said when his son
let Himself legal

in Vienna having

or reporting the

I shall leave the

in the morning.

that evening.

in Vienna.

of the evening.

in the morning.

in Vienna.

of the morning.
136. treaty Contracts

Treaty with a powerful Nation if their
covenants have been established in fact
which is on some difficulty.

The treaties are declared against the interest
of the citizen of the Union. 1st, because to retain
too much in a contract. 2nd, because,
to receive too much. 3rd, obtaining too much such
as when Alexander John and those on the 1st
1201, their obtaining too much and it
is mitigates the in the Oregon land contrary
of the statute. 2nd The remedy to many
where Alexander John and the treaty of
1201, this subject to the penalty of the
but the contract is made for no one of the
part as shall create the contract. If it
be more extensive was too much required.

It subject to the penalty of the treaty
is more extensive was too much required.

This is one of the obligations
wherein a contract may be made is to
which a contract may be

A contract may not be

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wherein a contract may be made is to
which a contract may be

A contract may not be

A contract may not be

A contract may not be
Here is my dearest son, to whom I am writing this letter, in order to inform you of the recent events in my life. I have been dealing with a difficult situation, and I hope that you will be able to understand my point of view.

The problem is that there has been a misunderstanding regarding the articles I paid for. I believe that they were overpriced, and I am not willing to accept this. I believe that justice is on my side.

I have consulted a lawyer, and he has advised me to proceed with a legal action. However, I am not sure if it is the best course of action. I am willing to listen to your advice.

I hope that you will be able to understand my position and support me in this matter. I am confident that justice will prevail.

Yours truly,

[Signature]

[Date: 1709]
A man may receive the interest on loans any time within the year, and again put the interest upon interest, and receive more than the rate of six per cent, yet this is not usury.

In order to make a contract for usury, there must be a written agreement between the parties and the intention of the parties to the transaction, and no mistake in the

There are a variety of modes of computing interest by which one may lose more than the interest is taken. If a man entered into a contract to make use of a sum of money more than five years, and it is returned in whole or in part, there was no intention to evade interest. To this end a man might be disposed to have the other person create the debt, or the suffering to take too much interest.

The custom of merchants to take more than the legal rate of interest for a performance of giving day of payment is not usual, and one may be liable for only half the money he will sell off but will not receive them under 151

No bargain made at an exorbitant price may be, can be usurious unless the object was a loan.

In general rules, the interest is to be computed by the

the same rate in the given
But where a merchant shall have made a contract in writing, and renew his note in the state and in due form, it is not usury. In contrast, it is made with reference to another country and to be performed in another country. The interest of the country being then paid, the rate is not usury if it exceeds the legal interest of the country where it was made.

Concerning regard where the principal is at stake and where it is not, if the interest be borne on such contract, such contract being annulled, there must be a real and definite statement of the principal. If there is no more interest, it is that in a name without the principal. If there is a letter of credit in favor of the creditor, which is a letter not in the hand. The principal is yet in hand, and if more than six months have elapsed, it is not usury.

The practice of drafting such must be above suspicion. It is common to list so many names of third parties at the end of the year, with a fact or a deed, which is served in one thing. On the principal interest, 1% in the principal interest is to be satisfied of the general interest among all the notes.
I am not sure what you mean by 'the end of the year' being a full year with penalty if not paid at the time. What the Solgar will pay is the whole description of such penalties and towards the loan and yet more than to be considered. It is clear that the more heavily we lend the sum

Crum, second century. I can see that the collection is not complete in itself. I can assume the possibility of being a

The reason I am so interested in all that can be done in the near future is that the real downward rate of interest is not the real market rate of interest, and so we take

The table will give an example of what I mean to receive.

I agree and the table to be revised in three

The annual interest, as agreed upon in the

The note was due and the interest was not paid. But it seems that the 3 years without any

The guarantee, completely in accordance with the

Another new rule for the balance that will be determined by the circumstances.
Laurence 11th January 4th 1775

To the President of the Board of Trade

The population of the west of equity was very considerable

In a case of equity the court is to decide between the earlier contract or the later contract. It is only upon the latter contract that the court will give the decree. If it were possible to judge the case on the basis of the later contract, it would be impossible to judge the case on the basis of the earlier contract.

The present case involves the point whether the money for the purchase of the interest in the land was paid to the vendor in the manner he had agreed. In the present case, the money was paid to the vendor in the manner agreed. The vendor agreed to accept the money in the manner agreed. The vendor agreed to accept the money in the manner agreed. The vendor agreed to accept the money in the manner agreed. The vendor agreed to accept the money in the manner agreed. The vendor agreed to accept the money in the manner agreed. The vendor agreed to accept the money in the manner agreed. The vendor agreed to accept the money in the manner agreed.
The bill for the amount of late rent yearly
examined. The bill says the cause to proceed
in a court of chancery and in truth the
defendant is also examined on oath, and
left the bill to that effect in the same way as
when the bill had been agreed to. The writ
for a necessary notice to the defendant
would be examined. A complaint from the
same process following the same as.

In the meantime, the defendant
may be examined if the defendant
applies to him. For,

The case is in Division that no notice
shall ever be granted to the defendant
in the issue of any. It is an established rule
of law that shall ever be granted to
the defendant in an action, and

There shall be no satisfaction
that no party to a notice
is tendered the bill to be

The law so to be permitted to
dead notice I attempted to detect
the bill in any way. The bill or the bill
shall be on the second day of the setting of
the

The bill being cleared the legal notice
shall not be set in such a
suitable

The issue contained in a contract may be
brought to an usurious. The cognizance

The
Lecture 42nd January 7th 1794

A man cannot contract not to carry on his trade in a particular place. Such a contract may be enforced. Ecc 5:26, Prov. 17:15. In such a case, there must be a real consideration and if the contract is not binding its breach is not punishable by law, yet the consideration may be given in order to show the acknowledgment of a consideration, an action 2 Strange 459. 1 Espin 181. Where the consideration, a breach cannot be by law. If an action be brought for the breach of such a contract, it will be sustained. 11 Pick 37. There shall of inquiry and upon 293. Contenus a non informes. But as the breach requires a suit at law, it can be made a question of the law of procedure.
...
Section 41
January 8th 1811

If I sell to A an horse on the first day of 1811 to be paid in the year. The horse is delivered to B. If the money is not paid the horse is delivered to D. January 1st 1811. The horse is delivered to D. January 1st 1811. I pay the money yet the horse to D is said to be paid.

A man may effectuate the sale of property by which he has no right or potential right to, where it belongs to B. power to sell but not all land. It is not necessary to have a valid purchase. It's because the sale is valid if the person goods and if a man does it another is valid.

There is a distinction between the security and the contract. In most cases not at contract with B and sell him an horse for 20 L. for B. B. gives his note. The note is the security and no action can be maintained upon the contract. Because it has a note which is re- enacting of a higher nature. But the contract and security are in same instance and the same thing they are by common law. As where the contract want 100% writing we also want something in the form of handwriting. But the case is only evidence of
Contract.

Not the contractee and no higher security than the party ad liceat is the condition, and
understanding the writing an action may
be brought upon the harsh contract and the writing given in evidence. But in
cases when the harsh contract cannot be
then not to set up a contract different
from the writing, for the writing is evi-
dence of the contract paramount all na-
not testimony. When the contract is mer-
yed by a security, a higher nature and
no security has some defect in it, by which
it is rendered ineffective. The contract re-
verses and an action may be supported
on it, and there had never been any se-
curity of a higher nature given. As there
an action at law can for no necessity the
action of law an action may be prefer-
ed on the original contract as the neces-
ary plea see the principle in Bus. 1037.

The been contracted by fiction-minded
where the security is to give it may be
el neglected and an action brought
predicated upon the contract.
The necessity that some can never be
no one is able to make the
meaning I defend an certain
falsehood to make. The smug
language that I am then committed
to put them the account in that
have been spending was causing
the construction a relatively
by a and the fit from the
natural condition conversely
allying. It was therefore the
away the death of the extra. If you die
in death, also the crime. For the
by the distance by him but from
leaves. I am sure, because some to me than
the situation. They can as well. He
which stage is not the extra places in
are sure to not the death to something
one part. The same of a second
is another and the subject of the plane.
the death and we may determine, and the
by one more. Some to me always when
the original force at an end will be
and is an occurrence that
the promontory cannot supervise the
is not that up to the original can be and not
is the 21st of March 1886. 
Contracts

[Handwritten text not legible]
in almost all the cases we reduce
the house to

Judicial sales. As a general rule, where the estate of the estate and the cost of administration of the testator was administered by a court of the house

Lecture 16 January 17th 1774
In a case in the record of King 229. To show
the hard testimony in cases where the entire of a written contract. But the principle up
in which the hard testimony was that
in fact a deed was to the unreasoning
of the chancellor on interfered and
ending a specific execution of the contract.

There is one theory of hard contract that
have been carried into execution as an
part, yet will still be enforced. Which is the
are of marriage settlement. A contracti
by land to give to 3,500 the will or any of his daughter's marrying her yet. It in a law the contract for this indirectly is face of the State and if such contracts were enforced would defeat the law. Some have made it an exception to the general rule that contracts, except in one case where be enforced, but this is not a rule. The one rule is "no man shall take any other's advantage if the statute, and what a statute can happen on the performance of this and contract another statute shall mut in the case of the case of a s. 616. Where the case was to have the use of a farm if he would build a farm. He built the report refused to give him a lease. He writes a man about to make the case of a man to commit a fraud I'm a marriage settlement a s. 618. WHETHER no agreement that a man can contract shall be just in writing and it is an agreement a man about which the agreement is said to be committed a fraud and the marriage settlement is s. 618
CONTRACTION

The idea of a contract is to create a specific agreement. The concept of a contract is based on the principle that parties must agree in writing to create an agreement. The authorities, which seem to divide the idea, go upon another principle. E.g. the party minds had never met, there was no agreement to go to a specific agreement in writing, as will appear from the authorities.

Signing of a contract

It will be considered a signing has occurred and much dispute. It is now determined that the same of the party written deliberately and as any part of the contract is good signing.


A signing by one of the parties is in one case considered a signing by both parties attended with such circumstances as to prove an acquiescence in the agreement by the other party.

A letter from the father of a boy containing an agreement he will not be his daughter he will join Reunion.
Lecture A 5th January 1840

As a general rule every contract is said to be made on some consideration. This is a rule of law which will prevent evidence being admitted to show that there was no consideration, but where there is no

[Writing is difficult to read and interpret.]

...contract, 1st. The giving of no consideration. 2d. The giving of a value, and evidence can be admitted to show that there was no

certificate, 1st. An offer to sell, or a promise to sell. 2d. An offer to buy, or an acceptance of an offer to sell. 3d. An offer to

[Further text is difficult to read and interpret.]
57 Obedience in Contract

In this text, we are dealing with a gap in the argument that is not sufficiently

ratified and elaborated upon. The contract is the foundation of the law, and

actions that are undertaken within the contract are considered valid. If a

promised action is not fulfilled, then there is a breach of contract. However,

to establish a breach of contract, there must be a promise that is clear and

unambiguous. The essence of the contract is the fulfillment of the promise,

and this fulfillment must be agreed upon by both parties.

The contract is reduced to writing, and the details of the contract are
detailed to ensure that all parties understand the terms and conditions.

And indeed, if it fails to mention these terms, the contract may be deemed
null and void. The written contract is an essential part of the legal
framework and is considered to have evidence.
that there was no consideration not implied because he has acknowledged the consideration for if that was the principle a head acknowledgment would be as the last a writ ten. But the principle is 15. It was very evident if all be admitted to vary the decision of writing, the rule is founded on justice, and all that may in particular instances work injustice, yet it is a milestone.

Part contract.

If a man B. who promises him a reward if he will stay his act. As far he can; even if no other condition to entitle him to an action on the promise of B. Bro. bid 387.

Rack 37. If a man engages to perform a certain whole, at a certain time, in an express manner by B. nomini. This is not a sufficient consideration for the promise. Ch. 23.

2d 2d 17. a promise to perform an act, promise in sum, not in contradistinguished to, nor wholly to, nor wholly to.

Not 18.

There the original contract was not in the same contract was not in the same contract was not in the same

For far he can; even if no other condition to entitle him to an action on the promise of B.
The unyielding promise would be not merely a promise to do what one thought necessary, but an assurance of the surety of the promise; and the bond, instead of being a contract and after the manner of a bond, would be a security in the same sense as the bond by which the land and buildings was mortgaged by the tenant and not by the landlord. If the tenant did not pay the rent, he was not entitled to the use of the land for his life. The tenant must be insured against his own, if any, personal indigence. The contract, or the one in land, must be found not to exist. If a contract is not found, or if neither are found, the land tenancy is destroyed. Ver. 9.

Of rest an executive section, or only a per se made, founded on such a contract would not be enforced. If the act was done at the request of the promisee, the statute, and the work done by its force, may be said, Ezek. 12, Ch. 18, 21, & 22.

By the modern authorities of the law, any act is beneficial to the promisee is a sufficient consideration. Is where a man returns a house for another without request yet if the other afterwards consents to say he has been paid by the promisee and it is found to be sufficient, and that it is part of it as a benefit to the promisee, has not the same.
Picture 17 January 1754
But a contract on the face of it, nota
But there is no consideration, cannot
ever sustain an action
And produce this fraud, contract from
any detailing in that length, it is not the
better
3. If the term of the contract do not
import an consideration, or if it can
call that was a public intent given in
e. Whether the contract was
in writing or not. Or in such case the
action may be brought upon the a
old contract and the writing genuine
evidence. To show the contract, and
which is only part of the party required
the consideration of the other part, which
may be proved from the writing, it is
detailed in the writing, if not. And that
may be let in. The words, for value received.
Though not there, are omitted in the
hand. And though some people
in the declaration stated it was for a
valuable consideration, and an intention
could not improved proof to establish the con
consideration.
Considerations Contracts

Mr. Moore supposes that in every case where the written contract is not in the party, but the contract unconsidered, detailed at length, the consideration may be enquired into, and the action in such case may at all times be brought upon the hands contract and the writing given in evidence, far better reducing the contract to writing does not make it a security of a higher nature. Nor thing the written contract gives it no greater efficacy than it before had, for this act alone does not make the contract a novelty. Thereafter are those contracts where the consideration is canceled and does not appear upon the face of the contract, as far value received, here the consideration is acknowledged, but not declared. It has already been observed that sealing a written contract detailed at length without a consideration is not the better security as if the sealed instrument alk authorizes a consideration and states it at length, sealing thus stated, it appears to be no consideration, the contract is void. Without sealing the sealing and acknowledge good of the party.
as for instance the writing acknowledged, a consideration that and states it to be a far bareness far a little while. Still the law acknowledges considers as more consideration as being acknowledged and in writing does not render the writing any more efficacious.

Bonds note the covenants which are made instrumental bind without looking into the consideration, because it cannot be done. It is already acknowledged, and nothing in the writing to contradict this idea, and the advice judgment shall be contradicted by no evidence of a lesser nature than the contract itself. Art bonds with conditions. These conditions always disclose the consideration. That there is a definite in an idle one, and therefore, the bond is void. But true. Does the condition in fact or other disclose or furnish evidence of a consideration. A true bond in common form for the 20 0 L conditioned to be executed paying 200 L or any 40 0 L. From whence arises the conclusive evidence of conditions. Is there any fuller evidence of the condition than one arising from the the condition than if no such condition has been annexed? The allegations made in the body of the bond furnish
as much evidence of the consideration, as a solemn repetition of the allegations do, when made in the condition it is to be believed, that in this connection, it is not more than is given in a system of law as an evidence to the effect that he alone, as a party, is in this, which I here do condition to a hand of the

Since it is alleged in the bill, it was in this form even in the copy, and is in the receipt of him. This is an antecessor, but it would be partly insinuated, with

having one as a grantee in consideration. This is, that the interest had a sheriff, and that cannot enforce without entering into the consideration. It is necessary to understand all of them acknowledge a

consideration, and anciently when it was to be, the consideration was required into

1. Donn, Truman, and Hul. Allen. If this be true, it is one of the difficulties.

Negotiable. Notice if land are treated as the latter. This is by the reasonable Law.

Contracts executed always bind the parties, but, without a consideration. A gift or gift of land, executed by which
the land not. It shall amount to a void between the
Grantee whenever may be the consideration
at it was intended as a gift. The land passes
to the grantee. The indeed the law will arise
at trust if there be no consideration, and
will consider the circumstances of the affair
as the notice of it. In considering
the terms of the grant. But an execucry
power to give a grant as a good consid-
eration is of no binding force. Han then
is it that covenants failed for the same,
may be enforced. In fact an action
of such a covenant will be sus-
cepted. But the damages are mere nom-
inal, and may in substance be called
upon as the one action by itself. and
an action is supported by proof of action
to which. Chancellor will not decree an act
of such a covenant, and why? on the grant
that they will give an instrument no more
effectively than it has at Law. The doctrine
of covenants then are is one smile he with for
your idea. The consideration a hand
may be engaged in. Chancellor will
accept he has no a voluntary con-
der in. It will be loopholed to all persons
of creditors. The it will rank before

Contracts Consideration

Legacies. The consideration of a deed detailed at length may be enquired into as far as it regards a recovery of the money by action. If furnished it can substantiate evidence of a receipt, but as it relates to the title of the land it is immaterial whether or not it may be unnecessary to make the inquiry for a legal title would vest. The presence of consideration was to consider what the land would raise and chancery and equity could compel a reconveyance or re-sell. Equity in ease of a voluntary conveyance a valuable consideration is acknowledged.

Creditors are suffered to go into an enquiry relative to the consideration and view that it was fraudulent conveyance. The grantee may go into the same enquiry to know that it was a trust on the Recuer (Dauntful).

Lecture 18th January 16th 1665.

The lessor contrast as security is always given in a greater as a rule of right gives for a bad debt, no action can ever attach sustained upon the bad debt. A man promises to pay his rent, no action can be sustained upon that promise because there is no consideration.
Contracts

an which to ground that promise, this
than that on which the note is founded and
a; that is a security of a higher nature than
any prior contract. An action cannot be
sustained upon the prior ground
promise. But if there is any new con-
sideration on which to found the
promise to pay the note, an action will
be sustained upon that promise. And if
A. promise to pay his note to B. if he
will then it to him. B. then has a
new consideration (viz.) to enable him to
an action will be sustained upon B.'s
Cro. Eliz. 240-67

Another person besides the promise
may have an action upon the promise
where the 3rd person has the interest in the
promise. It is said that such third person
must be a near relation. But Mr. Reed
thinks that circumstance immaterial
and that promisee is only a trustee to such
third person and it is his duty to pay the mo-
ney when the receivser immediately over
the 3rd person. Then the 3rd person may
support an action upon the promise
1 Misch. 318. 332. 126. 313. Dutin & Paul.
Contracts Considered

Fancy delivered to B. for B. to pay the note for the money at the rate of 12 per cent, subject to the condition of B. being a servant, but upon the promissory note not being payable at the rate of 12 per cent.

Perhaps it may be inferred from here that according to the principles of the law notes of hand are negotiable and not create a contract so as to put it into the power of the maker to make it bind. There must be an express agreement to that effect. A says to B. will you sell your horse? B. says, I will for $20. A says, I will give it, nothing more is necessary to make the bargain binding. Party, A, a man of the party, at the election of either of the parties, enter into the bargain that a tender of the money shall be tendered by B. When the tender is made, the money is due and to be delivered to the horse. A may sue on the contract for the horse, being in actual possession of it. In case of non-payment, B. must deliver the horse, and if he does not, A may take the horse and become owner of it. Or if they enter into the contract for the horse, A may take the horse and become owner of it.
Contracts in the case of the parties to the contract and of the parties to the contract. When the day arrives, and does not arrive, that is the day when or on which the works are to be made and the money is to be paid. In case of default of payment, the mortgagee is entitled to the mortgage, and in case of default of performance, the mortgagee is entitled to the mortgage. In the case of default of performance, the mortgagee is entitled to the mortgage, and in case of default of payment, the mortgagee is entitled to the mortgage.
Contracts

lecture 19th January 7th 1795

This immaterial how many securities a man has for the same debt if those securities are of the same rank the one is not merged in the other and they all stand good against the debtor. It is true a lower security is merged in a higher but this is not upon the idea of there being a double security but because the higher security is a higher evidence of the debt and speaks conclusively against all lower evidence. A holds a hand against B who gives another bond for the same sum and forfeit. A may bring his action upon either or both at the same time but payment of one is satisfaction of both. But if there is any alteration in the new hand as another party subscribers as obligee it makes the old hand. Cog. 576.

(Col. 8:1)
A man'snnisensible rule that unless a man has an act in hand sooner than one he may per
rise them all at the same time, said the act as many times as he has all the interest
or satisfaction of one v a satisfaction of all, de
eem the case in the second suit, which must be
aided by the deft. Lyd's bills of exchange.
While the main time, the same and other are joint
soligars payment by one discharge, the other, and
if the P'tt said of getting his money by one
he may proceed and recover it out of the other
But with regard to costs it is different.
4 one of the joint obligors liable out of the estate,
a service upon one and who bere in the estate is
sufficient notice to the one who briefer out and
seen may be taken out and levied upon the
one who briefer out of the estate, then ever the
scenario to come into the estate, but the P'tt
has given lie in a right to an audit and as
well this he may recover costs and dam-
ger, as the case may be.
4 soligars cannot be discharged by per sec-
used or satisfied on even if the obligor is
able to precise full payment, this will not be
the case that this will not discharge the schol-
ally. But if the damage arise subsequent to
the P'tt discharge it may be done good by
Copac 99 Palme. 110
If a covenant is entered into to do a thing which afterwards is forbidden by the law, yet the law does not prohibit if entire by equity, will deeree as much as may be done consistently with the law. See Wood's use case of lease for 99 years.

Brown vs First Case. 389

If the rule of damages is not then which the parties agree upon, the time of the contract or the rule of damages in England the law is for detention and is the interest from the time at which the contract was to have been performed. In this state no such expression given a description, which is perhaps the rule in which an attraction line from the long law is not in the letter. This with no one go furnishing a voluntary reason to amount a breach of the contract. Where if has engaged to build and to have

13. And the rule of damages is not fixed by the parties, here the damages are entire by presumption and are determined by the

A engages to deliver an article to C on the first of March, and C pays for same. But he does not deliver, the rule of damages in the case of the vacant of the first of March.
several writings made at the same time with reference to the same thing, are construed as one instrument, as where it is declared to set more than legal interest for money loaned to B. Then one note of 1201 with legal interest and a receipt of 1202, this note would be construed as one instrument, and being usurious would be void. So if a man give an absolute deed of his farm, and at the same time take a writing from the grantee, first if the grantor or earl lay to the grantee, by the 1st March, these writings are but one instrument and are, together a mortgage of land containing a condition to cancel lands in equity amounts to an agreement and will be executed as much as a covenant is to do. As 379
as a sort of security when they can exist, the ideas of the parties will continue that an agreement, as the case might I take a grant from the husband to his intent if we to settle 1201 upon him at his death, the 12th day from the grantee or equity will enforce the agreement on the 371
Contracts

Lecture 30th January

If the question of a Court of Chancery over contracts, and not of their power to reform contracts, the power of Chancery may render as relief against any contract, whether real or personal.
Power of a Court of Chancery.

When this court relieve against contract made in term, that is, contract not equity to rein the parties to those in case of a contract can that they are applied to, they will never rescind the contract entirely, but only to the extent of the injustice about to be committed, and they will give to the lender his principal and legal interest. A court of chancery will interfere and grant relief in many cases where the injured party has a remedy at law. The cases which are the peculiar province of a court of chancery are those, by notice against the contract of dimissal, which a court law will not do, for as they no men shall be allowed to enforce himself. Where drunkenness is the cause of reaining, and ignorance of a fact or respect to the cause—Fraudulent contract, where the fraud is in the consideration—Where law is practiced upon a third parties, where the contract is carried into under the influence of fear occasioned by an unlawful cause, where the fear arises from natural things,
The Price of a Court of Chancery, Contest

Debates &c. about the contract. Contract

with granting being for their destruction

Contrary to law, by taking advantage

of a necessary manuscript for an insan-

able contract called procudulent. The oc-

urrence of which is great inequality of price

and made under circumstances which

are lawful.

For the contract will not dissolve where the con-

tract is paid at Law and case of upon due contract is illegal, where the proof of the

legality depends upon oral testimonies and

the evidence determined. So before

the contract till the witnesses of the pain

are dead, the true the testimonies may

be forgotten, but it may be important

to have them first at the trial. In

such case to chance is well on, and

destined the contract which at Law was

have been paid 12 months of. For the

same reason the will interfere where

the contract was obtained by fraud in the

execution, as by force.
Opinion of a Court of Chancery (Contract)

It generally is the case that a court of Chancery will not interfere in a controversy in which a legal remedy can be obtained in a court of Law. The manner in which cases come to be tried in such an instance is this: Where a party hath a right to compel to do anything and everything to perform a contract, a court of Chancery will not interfere, as the remedy belongs to a court of law to give damages. In that in cases of breach of covenant, the object of the parties in applying to a court of Chancery is entirely different from what they have in view when they bring an action at Law, which is in the last analysis, to recover damages.

The opinion of a court of chancery in an existing contract is, as a general rule, well established. It will not be necessary to enter into a vast number of cases to show that a court of Chancery will enforce a contract.
an execution of a contract unless the contract relates to real property. In case of personal contracts the parties are left to their remedy at law to recover damages. The same rule may be applied to execution according to the intention of the parties, where the contract relates to land and either the condemnee or vendee may make the application.

A second rule is that in all cases where damages, in law, are recoverable for non-performance, damages will excite the court. There no limitation can be had of time, there being an effective contract. Damages will also arise at law. The action is brought by the false party, and the court, in accordance with the decisions of a court of law and equity. For the parties of the contract, in holding to one an entirely different, the one being to compel the parties to fulfill their agreement. The other is to punish the one party for his refusal, contract, by compelling him to pay damages. 3 Brown 124. Hayes, App.
A court of Chancery will, in the absence of specific performance, where damages will
be given in lieu of the non-performance. In a case of personal
injuries, the court will award damages if such injuries are
caused. If the same principle as a court of equity,
requiring an actual performance, a court
of equity will order a specific performance.
When no damages can be recovered in law
an account of some interest of the contract,
and the measure of damages is by the court,
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and the measure of damages is by the court,
Every assignee in possession, and the assignees of any assignee in possession, shall have the power to sell the land, tenement, or thing to be assigned and to have the proceeds thereof for the payment of the debt or for the use of the assignor, and may make a conveyance of the same to any person for the purpose of effecting such sale or proceeding for the payment of the debt or for the use of the assignor.

No conveyance shall be made by any assignee in possession, unless it shall be duly recorded in the office of the recorder of deeds in the county in which the land, tenement, or thing to be assigned is situated, and no conveyance shall be made by any assignee in possession, unless it shall be duly recorded in the office of the recorder of deeds in the county in which the land, tenement, or thing to be assigned is situated.

If any assignee in possession shall make a conveyance of any land, tenement, or thing to be assigned, without first making a conveyance of the same to any person for the purpose of effecting such sale or proceeding for the payment of the debt or for the use of the assignor, such assignee in possession shall be liable to the assignee or assignees of the assignor for any damages which may accrue to the assignee or assignees of the assignor as a result of such conveyance.

If any assignee in possession shall make a conveyance of any land, tenement, or thing to be assigned, without first making a conveyance of the same to any person for the purpose of effecting such sale or proceeding for the payment of the debt or for the use of the assignor, such assignee in possession shall be liable to the assignee or assignees of the assignor for any damages which may accrue to the assignee or assignees of the assignor as a result of such conveyance.

The conveyance of any land, tenement, or thing to be assigned shall be valid and binding upon all persons having any interest in such land, tenement, or thing, and shall be conclusive upon all persons having any interest in such land, tenement, or thing.

This conveyance shall be binding upon all persons having any interest in such land, tenement, or thing, and shall be conclusive upon all persons having any interest in such land, tenement, or thing.

Where by any means, whatever, too much has got into the contract, it is a good ground for an appeal at an in Chancery.
Distribution, according to the
statute, of Charles and
after paying debts of the widow Cather one
third. The statute directs that the estate
shall be divided among all the children
and their legal representatives
under this clause it has been determined
that so long as there are any lineal de-
cendants of the intestate, they take the
whole estate exclusively. In the want
of such representatives, the personal estate
goes to the next of kin and their legal re-
presentatives. 3. Representation among
not collaterals is to be extended lecy and bro-
ters and sisters children.

It has been determined, that representation
in the descendency line is not counted
at all. Representation takes place only
when some of the nearest stock are dead, lea-
ving issue and others are living. The next
of kin are to be found out by computing
by the civil law. If there is no issue of
the intestate, the wife takes one moiety
of the estate of James and ranks the mother with the
brothers and sisters. But if there are no in this
listed the stand in the first degree.
Distribute the personal estate of J. S.,
who is dead leaving his wife Patty Tyler,
and three children J. B. & C. — The wife
takes one third, and the children the
other two thirds share & share alike.

And the same case only D. is dead leaving
children D. & E. — They take by represen-
tation the share their father would
have taken.

J. B. is also dead leaving J. The same
distribution as in the two former cases,
except that J. takes by representa-
tion the share of B.

H. is also dead leaving J. & D. — Patty
Tyler takes one half of the estate, as in
the first case. The grand children the
other two thirds, share & share alike.

J. D. is also dead leaving J. — J. takes
by representation the share of D.

6. D. & J. G. H. & I are all dead. O'Leary
child. C. two. F. three. G. four. H. five
and J. six children. The old stock all
dying dead the great grandchildren no
longer take by representation but
share and share alike.

7. J.S. is dead without issue, his father
P. and mother L. his grandfather N. &
grandmother R. his uncle O. & aunt
Q. his uncles R. and aunts S. &
T. his brother U. and sister W. and his nephews
V. & W. & X. & Y. the children of P. and
the child of U. and V. and Y. the children
of R. and S. and T. the children
of O. and Q. are living.
The father as inheritor of him takes the
whole of the estate.

8. His father P. is dead. The mother being
by statute degraded from the first to the
second degree will take equally with S.
The brother — T. and the sister — R.

9. His mother L. is dead. The grandparents
N. & R. the brother Z. & sister Y. take equally.

10. His grandfather N. is dead. his grandmother
R. and his brothers Z. and Y. take equally.
11. His brother is dead. — His grandmother, N. and sister T. take an equal share each, A third, and V. and W. the children of S. take by representation, the other third.

12. His other sister T. and sister J. are dead. The grandmother N. takes the whole.

13. His grandmother N. is dead — G. the uncle, P. the aunt, and the nephews V. and W. take equally.


15. His aunt P. instead of the nephews V. U. & W. take the estate equally.

16. His uncle V. is dead. A as he would have had no share had he been living, his estate does not affect the distribution.

17. His aunt V. is dead. The estate is divided as in the 1st case, among the nephews equally.

18. V. his nephew is dead. The estate is divided equally between U., D. W. representing among collaterals being admitted no farther than the other and sisters children.

19. V. U. & W. are dead. The estate will be divided equally between their children, T., Y. and
200

20. Nobody is alive, brother, mother, L. and
other, their sister. They take equally.
21. Greek mother, L. and his nephews U.C.


Lecture: February 10th, 1797

Lecture is never taken in virtue of a late
night or account of the superior court.

Connecticut statute of distribution.

The distribution in the descending line
in none that differs from the distribution
of personal estate under the
statute of Can. and, only it comprehends
real and as well as personal estate of every
description.

Among all classes, the distribution
is different. If the estate come by de
cise, deed of gift or descent, it shall never
go to any collateral kinman. This is
Distribution

not of the blood of the ancestor born of such estate came. The personal property of every description, as the real property of his own acquirement,
among colaterals, brothers and sisters, to be next. The words of the statute are: the next of kin to and of the blood of the ancestor, &c. But the words should stand thus: the next of kin to the intestate as one of the blood of the ancestor, &c. This is the universal construction. According to the words of the statute, there is a tautology: for of the blood, the statute means of kin as related to. It would then stand thus: the ancestor, the next of kin related to the ancestor. To save the statute, and avoid the tautology, it may be said that of the blood means lineal descendants, but this is contrary to all ideas of the statute. True construction of the statute, as by this can

understand the under and all who are
 Distribution

A lineally descended from the fa
ther, the intestate would in most ca-
ses be excluded, and the estate must
of the heir, unless there are such lineal
descendants, but there could never have
intended by the legislature.

The estate that did not come by de-
scendants, but which was acquired by the in-
ventor himself, is to be distributed
first among the brothers and sisters
of the whole blood and their legal re-
presentatives. (Unclear handwriting)

Next, to the next second sister
the estate goes to the parent. Next to
another and sister of the half blood
their legal representatives. The words
legal representatives, should stand in the
and they which they are here placed,
not as they stand in the statute to the
next of kin and their legal representa-
tives, as if principle of the statute
is destroyed, which is that representa-
tive only extends to brothers and sisters
children as in the statute of cars and
the wards legal representatives, in the
statute of Charles having received this
construction previous to our statutes be
ing made, we must must suppose
that our legislature using those words
in a similar case adopted the con
struction previously given.

If the estate comes by deed of gift from
one who is not of kin to the grantee
intestate, it is considered as purcha
sed estate.

If a father has given an estate to a son
and the son dies, the father can never
take the estate by our statute as he
is not the heir of kin to the intestate
of the dower of the ancestor as far he is
the ancestor and cannot be said to be of his
own blood, and if there are no other
relation than the father, the estate must
cedeheat. It is certain the legislature did
not contemplate such a case.

The father has not a right to his own heir
in this wise. Gained
Mr. Stiles is dead without issue and his eldest son S. B. Stiles, which came to him by descent, or devise or deed of gift from his father Tredwyl. And if there which he purchased with his own money and 100 L. in personal estate, he left a brother Sam Stiles of the half blood, and Sam & Sally Stiles brother and sister of the whole blood, and John and Emer Stowe brother and sister of the half blood and Eliz Stible his mother. The residue 23 acres white acres and the personal estate.

And Sam, Sam & Sally, take the 23 acres and Sam & Sally, of the whole blood, take the white acres and the personal estate.

And the same case only Sam & Sally are dead without issue. Sam takes the whole of 23 acres, and Mary the mother takes W. W. and the personal estate. The personal estate will always grow when W. W. and the real estate of the intestate is in question.
3. Same case as above, Mary indeed

Ann. B. acre as before. And lam to ellis
John and Susan Powell. Seeing of the
half blood take white acre Peregrine

4. Same case only lam left a tenant
and Sally is living. It takes by reversion
To an one third lam and Sally the remain
er of black acre. And Sally takes one
sixth of white acre and A. by reconven
tion takes the other.

5. Same case only lam indeed
without issue. Ann. A. takes further
one half of B. & W. acre and Sally the
other half.

6. The same case but the blood of
the Stiles is extinct. Ann. B. acre as
neat. and W. acre goes to John and Su
can France

7. The same case but George Stille the
uncle of John and his other of Breiden
is living. In this case distribute upon
the hypothesis that "of the blood," mean ne
lated to. And also in this hypothesis that
Distribution

of the land, equally descended
among the first generation.  George
will take 23. acre, and upon the second
it will escheat.  John and Susan Howe
take the 14th, white acre.

8th Same case but George tile instead
and I am left of and Sally A. & C. — Distri-
bute 23. acre upon the Hypothesis that A.
B. & C. take as next of him also upon
the Hypothesis that they take by represen-
tation.  Distribute 23. acre as if represen-
tation was upon end with A. B.
& C. — also as if it extended

Annu. Upon the first Hypothesis A. B. & C
take black acre per capita. — Say and A.
Drake per shares and moiety & B. & C. The
Jen. — Against representation was at
an end with A. B. & C. They would take
white acre per capita. if it extends they
are. Further, if one moiety, B. & C. The
other

9th The same case only George
tiles is living.  Distribute B. acre
as in A. B. & C. take by representation
Annu. A. coke per shares and moiety B. & C. etc.
Disturbance

John Rame is dead leaving issue.

13 B is dead leaving F. and C is dead.

12 Sally is dead leaving B. and C. Distribute Warren upon the supposition that her children take as next of kin also by representation. Ans. P. B. & C. take the whole. In the first case John Susan then take as nearest than F. 

11 John Rame is dead leaving issue.
Distribute white acre when the parting of the real estate is, "legal representation," and those who legally represent them, being mislaid in the statute, their further place being immediately after "mother and sister of the half blood of the intestate," also distribute, as the words stand in the statute.

Ansew: B acre as before. Upon the first intimation Susan came forward in aright and I take the other her sister, according to the second intimation, Susan takes the 1st of 6 acres.

1st Susan is also dead leaving 4. 8 L 1. 2 are 4 L, take 4 acres per capita. B acre as before.

16. The titles are extinct black acre of stock. 6 acre as before.

17. J is dead leaving M. distribute 6 acre when the ground is legal representation is mislaid and also that they are correctly read. Your conclusions.
The division of the estate shall not extend beyond the brother and sister children, point it out.

When the first division is made, the eldest will take the whole as a per capita, being next of kin. But when the second division is made, it will take away one third, which is directly contrary to the clause in the statute which says that no collateral, after brother and sister children.


D. & H. are also living. Distribute both.

D. and H. are also living. Distribute both.

The elder is the only relation of the blood of

D. & H. are also living. Distribute both.

The elder is of the blood of.

D. & H. are also living. Distribute both.

The elder is of the blood of.

If he is not 8 & c will take. But George take there
120 Solomon Dill, the grandfater of John is living and we will make his last will and testament known. The land he means to leave Ann. Solomon Dill 20 acres black and white acre.

211 Solomon is dead but Humphry the great-grandfather is living. Distribute the land as if he is of the blood of Reuben from whom it came, and if he was not, distribute 10 acres. Ann. George one 10 acres.

220 Humphry's 3 sons, both black and white acre.

230 Humphry & George are dead. George left a son. Distribute as if he was of the blood of Reuben and if he was not known. This proposition 2, D & G. Take the equal capital, all being in equal shares. When the second line reads:

2 9. The only relations alive are the 2. 2 and his uncle Edward's. Distribute as if he and Edward were of the blood of Reuben and as if they were not. Ann. When the first number on &

second. 60 acres greater. White acre is

broken. Edward dead.
of the Edward instead leaving a child or
this and the following case distribute upon
the 1/2 in that E and R are of the blood
of Brecken
Ansiv. E. and R. the both black and
White aice.

E, R, F, G, H are also to alive and to
in the grand child of Sam Ansiv. They
all being in an equal degree of participating
take B. aice per capita. But being
of the half aice is excluded from any
there in W. aice.

Ob the following case refer only to
B. aice. Pam and Sally are living, but
the estate did not come from Brecken
but by deed of gift and devise from George
Hill. Distribute as if of the blood meant
of him and as if it was taken in its feudal
sense. Ansiv. When the first supposition
Pam and Sally take B aice per capita
When the second supposition B take it.

When Brecken is living But Sam Pam
and Sally are dead Ansiv. If of the blood means
28. The estate came by deed of gift or devise from Moses Lamb, now deceased, to John Stile. If Reuben to be intestate, is the case at issue. Answer, such estate is considered as purchased by the intestate for the clause which would seem to cut off Reuben from it, unless it apply only to an estate coming from some ancestor or kindred as apparently by the statute.

29. In the case last put Reuben, Mary John Oswe and Susan are alive. Can we, the parents take the estate.

30. Barere came from Reuben by deed of gift and no relation of J. P. is living that Reuben for such a case there is no provision in our statute and the estate would go to the heirs because Reuben was not a male child or a married woman.
Where a man makes use of the services of a legate, in his will not only those in equal degree, but their representatives take all of the estate. A person left in charge of a legacy, in a legacy of personal property, the English law is adopted in our county for England. Certain persons are entitled to take legacy, which is not the case in Connecticut.

No statute of Limitation on the estate of a legacy.

The article granted in the will does not vest immediately in the legatee upon the death of the testator, but it first vest in the executor, and he has the absolute care over the estate to dispose of it for the payment of debts. Yet he is accountable to the legatee in an action, for the full value of the article if there is property sufficient to pay both the debts and legacies. The legatee may call upon the executor for legacies in a year.
of the testator, the legacy vests immediately in the legatee. If an house the legacy consists of an house, and the whilst within the year the testator and not the legatee is entitled to the action of the house. But this is not the case with any other liber of conveyance for by them the property vests immediately which is the case with a devise for those the property vests immediately in the devisee when the death of the devisee and of the testator: in no instance when land the devisee is entitled to the estate.

If the testator issued for a legacy he may never decline administravit. This is true in an official heir to an action against him. He says there were difficulties and a swallow to all the property. But the plea will not protect him against any fact or negligence of which the may have been guilty and he has told the same to much the law of 1268 or at twelve and at this he may not have nor a fasting of the testator's part, then
his hands will be liable to the legatee for his negligence. for the legatee to this plea of plena administravit may reply administravit and plena administravit has not waived the property.

Legacies are of two kinds general and specific. Where by the will some particular article is given to the legatee this is a specific legacy, as a particular horse &c. But where 200 d given without designating any particular 200 d it is a general legacy. The law as it exhibits these two kinds of legacies is different. for the specific legacies rank before the general and are to be first paid so that if there is not of the estate left to pay the debts it would not be found sufficient to pay all the legacies. the specific will be paid first. if there is not property sufficient to pay the specific legacies as where three legates are given to three legatees and one of them is to pay the payment of debts, the other legatees
Legacies

must state a part of their legacies and
average the legacies between them. If
there should be insufficient to pay the
general legatee, after paying the
specific legatee, if he has one, they
must settle in the same manner.

2. Blackham & P. C. Let 111 P.M. 340
1 Brown & Chan 320

If the specific legacy should be destroyed
by a subsequent accident and the estate in
the case just should be filled up by having
the I falls upon the Legatee

Of Lapsed and void Legacies

If the Legatee die, before the testator, the
legacy goes into the residuary and intesta
tary estate and all other legacies the lega

die intestate.

When the estate of the legacy lapses, the
residuary and intestacy estate of the testator

of the contingency and intestacy estate.

If a legacy is given to a man
the marriage of the age of twenty one, and
in the testator's son marry, the legacy will lapse.
Leganee

Raid when the intestate arrives at 91 this is not a vested legacy, and if the legatee dies before he arrives at 91 still the legacy must be paid to his representative for it has already vested and the day of payment is only set forward. But if a legacy is given to be paid if the legatee arrives at 91 this is not a vested legacy, and if the legatee dies before he arrives at 91 the legacy will cease. This is a very nice distinction. But so is the law when there has been no adjudication in the time and it is uncertain whether the legatee designated will be made up and to be paid when the legatee arrives at 91 and he dies before that period the legacy will cease. The above distinction had been established in the ecclesiastical courts who have concurrent jurisdiction with Chancellor over wills. For this reason it is the courts of Chancellor and not the probate court.
Interest is allowed upon legacies both in England and Connecticut after the due year if the legacy is demanded, but no interest is paid until after the demand. If the legatee is a minor, no interest is paid unless otherwise provided for in the testator's will. In such case interest is paid upon the legacy. G.A. Ch. 101, 1681, as amended Ch. 802, 1715. President in Council 1611.

The above is a general rule, but to it there are exceptions. If the deferred legacy is charged upon property which yields interest, interest is to be paid upon the legacy. If it is charged upon money in the fund, the interest given upon such money, is the interest to be given upon the legacy. If the legacy is charged upon land, then no interest is to be given upon the legacy, and the interest is to be paid from the death of the testator. 3 S. 227.

If the creditor know where the legacy lies, and wishes to have him his legacy to 15 of the interest he may demand it in the courts of law.
The **Legacy**

**Lecture 63.2.** January 10th 1835

To legacy is given in a memorandum of the Act itself and described thereby; helping it over to the father of the legatee. If he pays it over to the father and the latter dies not till he comes of age, it was formerly said by the court, that a legacy was a satisfaction of a mortgage debt, if the legacy was greater, or greater amount than the debt. But this rule was not relished and every subsequent court made inventions, than it. The first example taken to the rule was that the legacy and debt must be equal or greater, then the court would not allow it to be a satisfaction of the debt. And if the legacy was not payable at the same time with the debt, and there was no stipulation...
3. If there should be a clause that all the
1. In the event of a just debt, shall not the first
2. If the legacy was given to a residual
3. No satisfaction of the debt
4. If there was required. But how much
5. And if it be required, collected from
6. In a just debt, and that no
7. If there is no satisfaction, a debt is
8. To express by the testament in his
11. 5, 21. 2nd, 409. 636, 320, 2, 27
12. 3, 20. 321, 29, 96. 1, 8, 129
13. 295, 425, 389
4. The provision is in the same instrument & in the same
5. 4. If the provision is in a codicil or
7. 1. With hand and read.
There is a legacy of 3000 a crown in the same will, to be paid over to a legate of the will, if the legatee be a male child of the testator. The legatee shall receive the legacy and enjoy it during his lifetime. If the legatee die without issue, the legacy shall pass to the legatee's representative.

There is a legacy given to a child of the testator. The legatee shall receive the legacy and enjoy it during his lifetime. If the legatee die without issue, the legacy shall pass to the legatee's representative.

Deed of 17th July, 17__

Personal property and estate. The agreement to be contained in a will, and the estate to be made use of which

The legatee shall receive the legacy and enjoy it during his lifetime. If the legatee die without issue, the legacy shall pass to the legatee's representative.
may be executed in several matters and the estate, money, certain to remain by
man. If a testator shall attempt to
create his personal property and use
it in his will, the property is for no
purpose at all and the estate
create by reason of the nature of the thing &
lands of this state; if he proceeds to show in
that it would create a life estate in the first
legatee and the absolute property would vest
in his heir. If because the intention of
the testator ought to be permitted, and
the testator cannot be complied with
in full, yet it should be carried into execution
as far as is consistent with the law, which
admits a life estate in personal property
with remainder in fee (if it may be ex-
pressed) to his heir. As if an estate was
by will given to a for life remainder to
his children, the absolute property would
vest in his children, and why should using
the words heir of his had exclude the fee
imme. from vesting in those heirs any more
than if the ward children were led,
On Can we have a statute of entailment
which applies to real property, by which the
heir is protected &c. &c. The devise is made
to vest in the first issue of the devisee, in
time perhaps may be a further reason why
personal authority therewith, shall take the
same direction.

It is sometimes the case that a testator
point out the persons to whom he would
leave the estate go, and leaves the particu-
lar distribution to the discretion of his
executor. If this executors the trust, and
in him a court of chancery will inter-
rose and cause a proper execution of the
trust.

A testator makes a devise to a man
children, the devise extends only to their
sons at the time of making the devise,
but if at that time there are no chil-
ren it extends to all that shall ever after
be born. Where the devise is to his own fam-
ily and those who are his lawful sub-
ject, it is said by some of the authonis
that the devise extends not only to the
immediate, but to those who shall after be born

Leases
Children may take the estate of children in the same order
and estate in the same manner as the heirs of the
Testator as in the case of a Testator who
had no children, then he had none but grandchildren living.

To find out who persons are to be
in a will see the in Ch. 401. 1 W. 14.
Where a man by his will gives all his
personal property to another, not all
of which he was possessed of the time
of making the will, but only the
part of which he died possessed of at the will. If he die possessed by the will, the will 10722
597. So likewise all the personal property in such a place - whatever he has in it at
place at the time of his death possessed
by the will. But this will not be the case with
respect to real property. But if it is a
specific legacy to a certain house, and
the house dies and another is afterward
acquired by the Testator, it does not help
by the devise.

Thus if a man gives all his corn for instance in
such a tin, whoever corn there is in such a tin at the
time of his death passes 1257.
Lagacies

A man in his will gives all his horses, carriages, and other kinds in a certain place. It has been determined that money does not pass by such a will.

If a man makes a specific legacy, and afterwards is compelled to sell it, the Court shall make up to the legatee the value of the article, but if he makes a voluntary sale of the article, from whence it is clear that he did not design the legatee should receive the legacy, it is an ademption of the legacy.

Where a legacy is given to a man out of hand, and the hand is afterward made the testator, it is no ademption of legacy. But if the testator voluntarily ejects the hand thereby to be an ademption.

Where a man has a family to provide for and makes his will giving to each of his children 200L, and when the marriage of one gives him 500L to an ademption of the legacy, or if the giver to an ademption

The chancellor will some times let in a very great proof to them the intention of the testator. And this is not where the ambiguity arises from the will itself, but from some extreme circumstance.
Lieue 65th July 181a 1725

Dan those cause no arts in a gift in concern plot and death. the gift is void if the conserve covers his health but the dance has an incade right. their is mention about the death of the dance. These must be mentioned on an
tradition of the article to the dance, otherwise it would amount to a munificient will, and a man might devise all his property without writing. An injury has been done to the party of law. The cause the dance has a right to the action of the peace, the 2/3 of 1/3.

is said that note of hand cannot be taken. So of killed. It is charged to 2/3 of the note is made. It is material to be considered. The party is made. It is material to be considered. The party is made.

A legacy given in this condition that the testator shall not marry. The condition is not. This rule there is one exception. Where the legacy is to be a wife with the condition that the wife shall not marry, the condition is good and if the marriage the legacy is void.

If the condition is not to marry till the age of 21, if the condition is not to marry till the age of 21. If the condition is not to marry a constituent by Wm. 20. But this is not.
If there is a condition in the bequest that the legatee shall not receive anything without the consent of another person, this is a valid condition. But if in the bequest a specific legacy is actually given over to another person, who is violating the condition, that person takes the legacy first. As in Can. 565, if a man in his will gives all his specific legacies and then gives a general legacy, this general legacy has to be paid out of his personal estate. This is a charge upon the specific legacies and shall be paid out of them. As in Can. 393, if a man directs that a legacy to A. shall be paid first, and the estate does not hold any to pay all the legacies, it must be paid equally with the other legatees. As in Can. 314, if A. directed it to be paid first, as in Can. 96.

By Can. 393 it is established that the specific legacies shall be paid first, but there is a question whether this comports with the intention of the testator. Our Law is not so settled but that it may be contested. The testator's will shall not be incontestable. In Can. 41, the Law in paying a legacy may always require a bond of the legatee to refund any debt, but if he does not accept enough to pay the debt, but if he does not take possession of the amount of the legacy, he shall not be entitled to more than the legatee can and can receive.
such a deficiency of assets but this is contrary to justice and one authority whose idea, but the Ex's must have made the argument absolutely, for he has been compelled by the decree of Hensy to pay over the legacy, he may revert back to the Legatee in case there are debts sufficient to pay the debts left he then has no hand of the Legatee. If the Ex
do not know that there are debts and pay off the Legatee and afterwards debt arise he may call upon the Legatee at the he has taken of them no hand. By another statute the Legatee is compelled to give a hand to the Ex whom receipt of the legacy, but if the Ex should want to take such hand he would be in the same situation as an Ees in Eng.

The right of creditors against Ex and Leg

Ex. The creditor may at all times resort to the Ex for a release the Ex is a bank man. If the creditor may report to the Legatee who have received the Ex Legatee. But it is a question whether he Legatee is liable when the Ex is not a bankrupt? There seems no reason why he should not be liable. But what this there is a difference of opinion 21 May 193

2 Vent. 338. 339

If the Ex after paying the debts and specific lega-

ies pays the indebted are inexorable legacies which he harks to the estate in his hands the Legate.
Legates may call upon him for the satisfaction of the legacies in proportion to the estate which he in his hand previous to having the former style.

But in question whether the Legate who has received his money can be made to abide.

The authority vests in the residuary legate when the death of the Testator Catholic.

The Estate is not comptable to plead the Host of limitations in honor of debt, and is not guilty of devastation if he does not plead it. The same may be said of an unknown contract, he is not bound to take advantage of the usage.

But when this last the authority are not uniform.

Of the Estate, failing circumstances, a court of chancery will compel the Estate to be handed over to the legate.

But that has made it the duty of the Estate to give hands in the first place.

If the heir to the whole estate has taken the personal to redeem it, and thereby released a deficiency of assets to pay the legacies.

The Legate may bind in what the heir laid 111. 70.

If it be inaccurate to take the effects, the Legate may sell up on the heir law 111. 15.
Regaries

He said in the list, 1722. that the
principal regaries shall not be for
the current of authorities.

There is an estate in Italy in many
reasons, all his rest, end of 2 May 231

A generally received idea is, whenever
a debt is made, as it is a discharge of the
debt, and the reason given for it is, he can
not convince himself. But this is no answer
for an administrator cannot sue him
himself, and yet it was never thought that his
administration was a discharge of the debt. But
the court must be accountable to creditors
all the assets are short. The practice of discharg-
ing the court's debt originated in some from
taking the residuum. This is just idea
as Chapter has now altered the law as to
him, taking the residuum, through it also to be
paid, and the Court must not conclude his
own debt in the administration does it

1 Brown in Chant 1778.

Part testimony may be admitted and no

witty 2 Opp. 179
A person is said to die intestate who has died without a will, or who has made a will and appointed no heir, or when the heir appointed refuses the trust. In case the will has been made and there is no heir, the court of probate either an adult or grant administration, or in testamentary annexes.

As to who are entitled to the administration, the rule is: the 6th must appoint the widow a next of kin to the intestate. If there are several in the same degree of kin, the court may arrange for administration. In some, the widow is sometimes entitled to an administration as a next of kin, and same others set on in the trust. Strange 55 2. 1 Rol. 308. 11 36 of the widow as next of kin cannot audit, the court to appoint a creditor and if the creditor can take it. The court may appoint a disinterested person, but the court are to judge of the discretion.

I agree not the administration in an heirless and in a minor, in such as the court have not such an administration, atlanta to one state which lasts till age 1. So if the test is an infant under 17, the court appoint an administrator durante ministrato which however last only till 17, when they can do so himself.
Has been determined that when the main happens to be the legal administrator the court may adjoint whom he pleases to be administrator de somas minoritate and is not confined to the next of kin. 4 Co 7 Rep. 29 709 241

If the administrator or Eser dies before he is settled the estate. If it is an administrator that has died another admin. is appointed who is called an admin. of the heir non. as if there was not alone the heir. This admin. need not be the next of kin. If it is an Eser who has died his Eser if he has one is Eser of the...
first testamentary, but the first testamentary estate, but an administrator or de bonis non
is appointed. R 907

there are
If two administrators as Esqr. and one of
the, the survivor is vested with the sole power of
administration

as seen above. The second administrator
so Esqr. appointed in any other state can act in
this state, it is not determinable by our law
as cannot we can, there is a bar to the
same administration in N Y

The admr. when he has been a letter of administration
or the Esqr. must give bond with security as to the can
tion of the bond see the 3rd

If any bonds is injured by the misconduct of the
admr. or Esqr., the injured person may sue upon
the bond in the name of the judge of the court, but
he must first indemnify the judge against costs

If the Esqr. has neglected or refused to pay a debt,
an action may be brought for the debt. But this
does not work a forfeiture of the land. 9/16. 9/18.

February 6th

Lecture 67

The executor has the power of granting after
the administration, has the power of re-admitting
those letters
One cause of seeking these letters, is the legal incapacity of the person to whom they were granted, who after the grant becomes unfit to execute the trust, or by frequently getting drunk, the court may discharge an executor who is so incapable of executing the trust as by lunacy, but they will be actions of wishing to make the letters voidment.

With regard to the action that may be brought against the executors administrator, if they placed the suit down to be unsettled, the action for an account of the amount may be set aside. Some say that an action of trover must be brought against him, being always incapable, if administering there, is no question but that an action may be against him, or the property be taken from him, after he receiving the letter. It would seem that no action which would entitle a tort ought to lie against him, any more than against an officer who had levied an execution, and afterwards paid out a judgment which was set aside. In such case if the officer had collected and paid out the money, no action can be maintained against him, nor to that against the executor. So it would seem that when the
The act of one Co. is binding upon all Co. & the Co. in the case of a joint administration, where there are more than one, and all must act jointly, in releasing debts.

For long the Co. & admn. has nothing to do with the real property. By our Law only the personal property vests in the Co. & the real in the heir, but the real is liable for debts, and the Co. with order from the Co. to do so, may sell such lands as the Co. shall direct.

As a general rule the Co. & admn. may bind Co. & the action in the same manner as the residuary could have done in his lifetime with some exceptions.
It was formerly the case that an action may be brought by an heir for any tort by the donee of the testator or by his indemnity or indemnitee. But by the statute of Edward de Wardour, as quoted, the equity in such case has been extended to all cases of equity, and the rule now is that the donee may bring an action for any tort whereby the property of the testator has been damaged, and that wrong done to himself, as if he had trodden the horse of the testator, in such case the presumption is that the donee has been damaged by the horse and no evidence will be admitted to rebut the presumption.

But if it is a simple troth, by which only the property of the testator has been injured and the trespasser has not been benefited, the donee cannot maintain an action as if he had maliciously killed the horse of the testator. But equity requires that the rule should be enlarged, and that the donee might be allowed to bring an action on every tort by which the property of the testator had been damaged.
As a general rule the Exor is not liable for the costs, but for the contracts of his Testator. In both of the inducements there are exceptions. The Exor is not liable for the mere existence of the Testator, but if the estate of the Testator has been benefitted by any of his acts, his Exor is liable, but not in the same action in which the Testator would have been liable, for he cannot for the costs of the Testator be sued as a wrong person. The Exor & co. ought to be liable for all the costs of the Testator, and perhaps the Law may be reestablished in the country.

The Exor is not liable for all the contracts of the Testator, as for a contract whereby the Testator was not nor could not have been benefitted had he executed it, or where the only consideration the Testator would have received from executing the contract was from some third person and not from the person contracting with him. Where the Testator was a sheriff and had received an Exor and had given a receipt to execute it according to Law, if the Testator does not then execute it, his Exor is not liable to an action. But if a considera-
has actually been paid, and to be paid by the 
contracting party. The Exor is liable to an action 
for breach of the contract.

In Eng. the Exor may prefer his own debt to 
all other of equal rank. But by our Law he ac-
quires no such advantage by being Exor or Ad-

The personal property being first to be resorted 
to for the payment of debts, it may be done 
without notice to know or to be considered as 
real and what personal estate. The general rule 
is that whatever adheres to the freehold is of 
the realty. But corn growing is considered 
as personal estate. So are all such as artificial 
grasses and go to the heir, but the common 
grass and hay go to the heir. — 3 Atk. 93

The wife's personal estate in the Exor, but 
it vests sub modo, and is not to be disposed 
of for the payment of debts till all the personal 
estate is exhausted. If the personal estate has been 
taken for the payment of debts, in consequence 
of the personal estate being exhausted by the 
crummy creditors, the wife is left in whom the heir 
of the personal estate has been pledged by the Ex-
or. She shall have aid of the personal estate 
to redeem the same. The wife in this respect is among 
the sweet of creditors, but above any claim in her 
claims. 3 Atk. 90.
213  Executor & Administrator

June 28th, 1805, 25th, 1805.

The judgment has been rendered in favor of the executor and administrator. The advantage of that judgment by a writ of fieri facias, by which the judgment is affirmed in his own name. In a suit it is an established rule, that no

enquiry relative to any matter antecedent to the judgment can be gone into.

In this, the executor may no suit. In this state it does, however, of the last estate, duty.

Of the liability of the heir to pay debts in England, the heir can only be sued, or sued as the action is brought against the estate of the debtor, in his hands, rather than against him. For from the real estate named in the declaration, the judgment goes against the land. There is no prize of or 1st satisfaction by the estate, and this is the only one in which the heir can be sued when land is to be made the free goods. If the heir sell the land to avoid the estate and fund debt to the heir personally liable, and the land cannot be taken from the vendor, donee idle at their
It is a question whether an action can in any case be brought against the heir, for it is not shown here, for it may be brought against the heir. The reason is, that the land is in the hands of the Ees for the payment of debts. The land becomes liable in England by means of the action "bind my heir's", and that the obligor by his own act can do. I.e., charge his land for the payment of debts; our land has been expressly done expressly. The word "bind my heir's" in our hands are negotiable. No action can be brought against the heir in this state, where by due diligence the creditor could have had an effective remedy against the Executor. To remove the heir's liability, it is more reasonable that the court should set them in a volunteer than that a creditor should lose his just debt. But if by negligence the creditor has lost his remedy against the debtor, Executor, he shall never come upon the heir to deprive him of his reasonable expectations.

In England the creditor who first brings his suit is served first. Except in the case of equitable assets, which shall be distributed equally among
all the estate; little need he said if the
of England. In this respect as all our assets are
equitable assets and distributed equally amongst
creditors. An equity of reversion is con-
sidered as an equitable asset. In this tile
not only the estate of which a man dies pos-
sessed, but the profits which have arisen out of
that estate are assets in the hands of the creditors
for the payment of debts. By the court of
Chancery all actions against the Exor are sufhent
till he has settled the estate in the court of Chancery
and collected the debts due to the estate. If he
does it in a reasonable time

Executor de Ian. Cott.

There can be no such thing as an estate
on cott. Where there is a lawful tenant
existing, and whenever a man, under these cir-
cumstances, acts as Cottor he is only a ten-
sant. This Cottor is liable only to the extent of
the assets in his hands, and when sued by a
creditor, he may show that he has none
of the assets or assets in his hands, and it is
a sufficient answer to the creditor. But this
answer will not be conclusive against the
Lawful care. The may sue him in an action of
passer, such answer however wantes in mite
of goods and damages. This care cannot sue to recoup
debts nor have any of the advantage of an executor;
liable to all the disadvantages.

It is a question whether in this case we can
have any such character as an executor de verno
nisi. By our Law, the creditor in most cases
the lessor can fund among themselves, if there
is not enough to satisfy the claims. Whatever
infringes this principle is made to give place
to it. But it is evident from the nature of such
executors who is to satisfy in full the claims of
courts creditors calling upon him to the extent
of the sums in arrears, that this would entire
ly defeat an average Law. For instance A. dies
possessed of L 100, and has two creditors B. and C
to each of whom he owes L 100. B. gets L 100 to
commence executor de verno nisi, and the
the whole L 100 into his own hands. B. then
sells D. and estats the whole of B. in
means to C. in defection of his average shares of A,
estates to which by our Law he is entitled. If C
should sue D. this has to his action that D. has
none of A.'s property in his hands. If C. were B.'s and recover of him his share of A.'s estate, this affects the transaction of D. and is admitting that we have no such a matter as an extra viam tort. Every man who thus meddles with the estate would be considered as a trespasser and an Ex. de ran. ort.

There is one instance perhaps in which a man may be considered an Ex. de ran. ort. Where A. is defrauded creditors in the fraudulent conveyance of his land to B. and dies B. in the case might be considered an Ex. de ran. ort. But it has been determined by the superior court that the lawful Ex. may inventory that land, when a deferring of assets to pay the debt. If there is estate enough independent of the land sold to B. the Ex. shall never inventory it, for as between the grantor and grantee and all who represent them fraudulent conveyance is a bad act against creditors.

Plan of Duties in Eng. 1st Duties to the Can. 2nd Duties when articles &c. 3 All debts in order in last book. Judgment debts are 6 Temple bank of debts.
But our Law no rank is observed among debts except debts to the public and debts contracted in sickness. Causes of debts have not to find this mean last reekh. But as is a Law founded in humanity. That a sick man who is poor may have suitable attendants &c. by assigning his physicians and nurses, that they shall be entered in the register, we may conclude that the statute means to give the preference to all debts contracted in sickness and not confine it to the last reekh.

Judgment debts are not preferred to others but it may be a question whether they are acquired. It is removed by the death of the possessor. Here we attack the goods of P. and acquire judgment and P. dies it is held by lawyers general in the State. The lien is removed. But i. i. mecum of a different opinion. It is a principle established that whenever a man by diligence has acquired when he shall receive it which in this case he must do in the death of the party is allowed to defest this him. But it is contended that the average must take place and that judgment creditors are not preferred. But then the levy it is firstly the debtor's estate and
it is the debtor, it is his under an incum
bance, or lien, which is no more removed by
the death of the debtor than a mortgage, which
is a lien upon his land. It is admitted, and all
hand, that if an Ex. is levied and the remedy
is to be sold in 20 days, and previous to the
sale, the debt is due, the creditor, unless
the property and the goods will be paid at the
end of the 20 days.

69. Lecture, February 27th, 1795

In a good defence for the Executor in England
he may plead plene administrat. But it may turn to
the face of a defendant, telling it an underlay
and any negligence in the Ex. amounts to ade-
us about. But the Ex. is not to be subjected to li-
able for any accident that may happen when
a creditor sues the administrator as Ex. The
plene administrat. can never be held as
in this state. For, in the Ex. is insolvent, the Ex-
must pay all the debts. If insolvent, must pay
the average and the creditor claims the whole
debt. The Ex. must plead the average, allowed
as due, of the estate. If the Ex. can’t assert
as due the creditor must not to the land of
the Ex. In any instance, the Ex. may
plead plene administrat. suit, that is where the
estate is only sufficient to pay the public
debts, and a debt contracted in sickness. If the
Cary v. Gomme

has said that he may plead alone administrat. in a suit brought by another creditor.

As a general rule the creditor cannot use his own suit. As it regards a suit brought by a legatee

the ear may plead alone administrat. as in England.

Connecticut statutes.

Part of Distribution. Advancement. The little money furnished by the father, the money

paid for putting a child in practice and money expended in educating a child is not considered

an advancement in England. But money for an education ought in this state, where the four

times as many are not large, to be considered an advancement. Especially if so intended by the father.

In England a child advanced by a mother loses no

year of the father's estate. 2 S.T. at 3 76

Statute of Can. regulating intestate estates. This

are insolvent. When the executor represents the estate

involves the court of Ch. Stale of receipt exam.

missioners. Who are authorized to receive the

claims exhibited against the estate. They accept or

reject the claims as they think proper, and print

out the average. The report of these commission

ers is conclusive with the judge of probate. If the com-

missioners reject a claim, the creditor may apply
To the court of Chancery, and if he is convinced that the claim is just, he will report the same or other commissioners to inquire again into the claim, and their report is conclusive. But the creditor may appeal from this as well as from any decision in the court of Probate, to the superior court.

The report of the commissioners is first conclusive upon the Executor, for whereas no suit is permitted against him upon the claims allowed by the commissioners, he may contest them when the estate is liable. Courts of Probate have ever dealt very liberally with the widows and heirs, and have gone beyond what the statute contemplated. Whatever is secured from the equity of an estate, all her paraphernalia, and the things in possession, the practice has been same as before the superior court.

When a creditor has not brought in his claim by the time limited by the court of probate, he is barred from exhibiting his claim unless such creditor can afterwards discover estate to which it has not been in equity. The decisions upon this last cause of the statute have been contradictory.

Mr. Justice Pynson thought that such creditor shall first be made equal to the other creditors, and if there is the remanding any of such an interest in a real estate, it shall be averaged among all the creditors.
Can appeal may be taken from any decision of the court of estate in any proceeding by such decision. Exercise of the court of estate may settle the title to land, in a lawful hand, and between particular claimants in controversy unless appealed from, but notice that the deed to other claimants it rests in the estate, and these last claimants may bring a suit of ejectment against those to whom it has been distributed by the court of probate.

When power is given by the testator in his will to sell lands to pay debts, the executors need not apply to the court of probate for directions to sell. If, in such case, the executor refuses to sell, the money may be collected out of him by the creditors.

If the court directs a particular tract of land to be sold to pay the debts, the executor has no right to sell the debt himself, and obtain the land in his own hand, for the land may be worth much more than the debts. And to, in such case the surplus must be distributed among the heirs, to that the executor must always sell in such case, and for the surplus is a residue to the heirs.
The court of probate is in certain cases de-
lame to appoint, and that in oaths and
refuse of all manner of suits, and if it
be been determined that the dispute is
declared, he may appoint another person
the account of the executor in his appoint-
ment.

Adults may dispose of any of their property
not a personal by will. Minors cannot
in-dorse their real property. More of
their personal till 17

February 27th, 1795 Lecture. 11th

Tills wills with more indulgence than
other instuments, in their construction. The
intention of the testator is the guide, and
will be pursued unless it is contrary to law,
the rule of law. By this last expression is
not intended to refer to the wording of a will
but to the nature of the estate given. Leck D. 32.3

It may be a question whether deed are all
constructions is the same, like, of constrution with wills. But that the mean-
in of the two things could be on. is of no im-
portance in a deed or a will. The true
and best rule should govern the constrution
in with a lit.
With regard to evidence, the general rules are the same as in contracts. It has already been observed, that in a testament, may be admitted to rebut an equity. If any ambiguity arises from the will itself, it is a general rule that no testamentary shall not be admitted to remove the ambiguity. Only the ambiguity arise from something else has the will. Proved proof may be admitted to explain it, and in making an estate to Thomas and he has the name of Thomas.

As far as it relates to the erection of a title in hand proved is admissible. But as it regards the extent or quantum of the title, hand proved is admissible, see an excellent case of Brown in Clark.

In a disposition of real property, the worm to it and the heirs of his lake, create an unentailed estate, not so in personal, even admitting it to be the intention of the testator to entail the free said as well as the real, still it can't take effect for it is in accordance with the rules of law. The last will always prevail against the first. But the first is revived by a reversion, as a reversion of the second.

There is no necessity of any witness to a
Wills

will of personal property, nor of any signing, if the will is written in the vestors own hand, and it is signed, drawn by another hand, and the person whose hand it is signed, whose hand shall be proved to it; and hand testimony is admitted to prove this his signature.

So if real property by the devise, then must be three witnesses, subscribing in the presence of the testator. The name of the testator written in any part of the instrument with his own hand is a signing. It is a rule that a will is good to have the personal testimony, which will not have the will; but this is a very bad rule and must defeat the intention of the testator. As when a man in England gives all his personal property to the eldest son and his real to the other children, and his will having but two witnesses will not pass the real. The eldest son then will take all the real and personal estate. 1 Brown 99 2 Tall 688.

It has been made a great question, and has not yet settled. How far interest shall be the time of attesting a will shall affect the witnesses? See the case of Anstey and Darcy in Strange. A Wyndham v. Chetwin. Bunow likewise. See the Oxbridge of Lord Mansfield and Campbell in Morgans essays. See the essays of Wyndham & Whittemore & King. In Daniel on devises.
Mills

Lecture 12 February 1795

Munificent wills had no restraint upon them at common law, but by the statute of Charies they are laid under so many restrictions that they are almost extinguished. But by the statute of personal nakedness a munificent will is equal to the legacy amounting to 30 pounds. By the statute three witnesses are necessary, some of them must be personally called. The will must be made in last sickness. In Testator's house, unless he is a journey and taken suddenly sick, it must be reduced to writing and proved within six days. We have now statutes regulating these wills, but an act to cease adopted the reason of the statute of 1795.

If the Testator's words are ill-spoken, Lee Lectures on Divorce of real property.

When the death of the testator the Exrs may do every act before probate of the will. That he can after except carrying on a suit in Law. When the Exrs has done any acts as executors they are not at liberty to refuse the trust, even leaving it at liberty to refuse the trust. This with us is regulated by statute. If two Exrs are of kin and one is refused and the other accepts, the refusing Exr may at any time during the life of his life accept, and the closer understanding his will refusal. When a suit is brought by the residue Exrs
it must be in the name of both keep, but then a suit is brought against them, the acting keep only is to be named if one of the keeps refuses in this state he has nothing more to do with the trust, when the acting keep in such case brings forward a suit, it is usual in our declarations to name him as the only acting keep.

Your wills are proved as the probate of the will is in the court of probate where the will either brings in the witnesses or the judge of probate attests them.

Lecture 13 March 3rd 1795.

When an executer is sued and a parens patriae no judgment goes against him personally but against the goods and chattels of the testator in his hand. If the executors neglect to pay those creditors, the officer starts a non est, if the executors then issues to call in the goods to their cause if any he has any judgment shall issue against him. If he shows no sufficient cause execution is awarded against him personally de bancis judicatis.

It has been already observed that in this state where the average land frauds are that the executors cannot lead illness administrat and
Mills

Corne

The fact that a judgment cannot be paid by the party who is responsible cannot be enforced. Instead of this, our practice is to seize the estate in the bank, when the party has been guilty of default or if the bank has been sued and judgment rendered upon it. If the creditors have further occasion to resort to the bank, it is done by a writ facias. With regard to a writ facias, it is a rule without exception that the party defendant, if he can plead nothing which he might have pleaded in bar of the first action, his defence must consist of something subsequent to the former judgment which the writ facias cannot cover.

The Legatee in England, like to the ecclesiastical court and court of Chancery, is in this country to our common law courts. The proceedings are the same as in other suits. In the suit of the Legatee, the Cor may plead the no administrant. In the Legatee in the doubt or administrant, if an estate in land is given to a devisee, then condition that he pay certain legacies, if he takes the land he becomes liable to the legatee, and it is never after his election to abandon the land and refuse to pay the Legatee.

If the Cor declines the trust and an administran.

258
Where two Co. have been married and no
jures, and the other accor, the reposing Co. may
accept any time during the life of the other.

30 Mar. 1469.

The authorities to the different grants laid down.

The 16th of Nov. 1467. Dec. 30th. Ian. 280

After wills 110. 9th. 9th. 2 (20 Ely 37. 3 ed. 17)

The release of an Ex. good but not of an admini.

11th Ar. 1460.

An estate is given to A, for the life of B. A.

dies before B; does become of the estate.

Black in his common law says the estate in
o, to a day and is then to the first accost
when the death of A. It cannot go to the Ex.

It is real property, nor to the heir in the

estate, or in the estate of inheritance in the grant.

But by the rest of A, and also of B in fact, the Ex.

takes the estate to pay debts and to distribute.

If the estate was given to A, and is heir for

to the life of B, the same difficulty would seem
to occur. Who have grants of an estate cannot

be grant operators, a life estate. But the
decisions have been lost. The heir takes the

estate as a nominee in the original grant

which is making the word heir signify a

similar person. Contrary to its general import

and the sense that it has been answered to it.
Admissions

In the husband as in the case of his wife without disability to account.

By the statute of the time he is, but this statute is not in favour of the common Law, but in favour of a practice which had sprung up in violation of the established maxims of the common Law.

The state of New York have adopted the English Law upon this subject with few exceptions, as not to Land is liable to pay all debts, in case of a deficiency of assets, and in case the estate's priority is not sufficient to pay debts on an average, it to the place among all the creditors.

Lecture 1793 March 14th 1795

Of late by accustom

For the most of this lecture see Blackstone's commen 291

Be so long as a man can retain them in view they are his but when they once go fairly away. They are the subjects of the first favourite finder. If found an another man's land the finder may cut the tree and is no trespasser otherwise his interest to the soil would be of no service.
Occupancy

We have a statute directing that when in pursu
that has been lost, if found the finder
shall advertise it, and if no owner calls for
it to be sold, and the avails to go to the
Queen's Treasury, which is in imitation of Sea
Marks in use in Eng. It has been deter
mined by our courts that money does not
come within the statute, and if no owner
presents it, as it goes to the finder.

Emblements are sometimes considered as
real, and sometimes as personal estate. In
a grant of land that passes to the grantee a real
estate. But that never passes as real estate
by descent to the heir. But he, in the End of
they are considered as real, and if they cannot
be stolen, and any act animo furandi is
but the access of

of an author's right to his works. see Abur-
man. 1303

Lecture 15th March 5th, 1703

Executions. Eng. Law. Where the suit was brought
to recover land, the judgment always assizes
the title, without an ejectment, and the who recovers
Exeuntia

most tenets directly upon the land without being a trespass, it is a matter of convenience to take an Esen by which means all obstructios may be removed. Our Law is a little different on this point. He who has the right of possession has a right of entry generally. See (Cod 94)

In England an Esen must issue within a year and a day, otherwise the debt cannot be tried without a seize facias. In this state no definite time is fixed within which an Esen must be

Then out, the sequestration can determine they may not give an assise to the end of fifty years. Ten

hps 12 years is a sufficient length of time to execute the present this that the debt is not

arrest judgment loathen.

In personal actions where the debt was instituted to recover money by the common Law no

Esen could issue against the lands to have the

Dee except in the hands of the heirs as assets for the payment of debts.

At common Law no Esen lay against the

body except the debt was brought for esso

and the assise this by statute an fiction has been

got to be the most common even in England

and is called a copias ad disjuscentum. By this

Esen the body is taken and committed to prison


Exeotions

which is a pledge or temporary substantiation of the debt. Whenever the body is legally dischan-
ged as by death, as by surrendering out of goal: the
debt recovers, and even may issue against the
chattels but not against the body again
which is the case in this note.

A fieri facias could always issue which is an
exon. against the goods and chattels which is of-
fered is to sell and raise the money for pay-
ning the debt.

Leuari facias issued de Tenis & Catalis. The
chattels were by this Exon issue, and sold
as before, in a fiafa. but not so with the land
where land had been leased it might be le-
sayed when. this did not affect the lessor. but put
the Creditor in the shoes of the debtor. e e. the
lessor and when notice the Leassee was com-
helld to pay the rent to the Creditor. if the land
had not been leased yet it might be leased
when. and the creditor by this acquired a right
to enter upon the land and cut the ends and
The the esclidements. till his debt was satisy-
ied. this Exon. is now out of use in England. But
we may have use land in this state. for
it is sometimes the ease that the debtor to
defeat the creditor will make a long lease &
by that means secure to himself another
annual income. While the creditor can have no mean by which he can get his debt, unless he can have a levee faias. For this very certain he cannot turn the lessee out of possession in any way affect him, a levee faias would be entirely new in this country. 3 CoChap. 11

A fiere faias may go against every species of personal estate, emblements, &c. terms for years where a man possesses a term for years, and an execution goes against it, it may be extended, i.e. its yearly value may be ascertained and set down for so many years as will pay the debt 1 Bl. 368 8 CoRep 171 1 Taft 323 13 Ed 407

If the property should be left upon should be left in the hands of the officer, before the day of sale, it can be then in even should die, the debtor 'lives it. If the officer had sold it and should become a bankrupt, so that the creditor cannot obtain money, the case is the creditor. 1 Rob 890

Eligit. This is an execution against the land of the debtor. The chattel are not sold but if seized of the creditor, and by this can one half of the land only can be taken. This is to be extended for the satisfaction of the debt.
March 6th 1794

Exemptions

In this case, the case goes against the idea of the attachment of the land or the heir. The land or the heir of the creditor cannot be taken if he will term on personal property; nor, if the attachment can be taken, if the land or the heir of the creditor has personal property. Our Law contains all the English Law, except the debt. When land is taken, it is appraised off, to the creditor, by 3 men. The debt or the heir of the creditor, and a justice of the peace or any one who is third. This is a bad practice for the debtor will always strike his friend and the land will often be priced too high. The creditor has an interest in the land and the heir of the creditor. Our statute refers to lands held by the debtor in fee simple. But we have a practice of extending the term for life as in England, and so with intailed estates. A term for years is considered personal estate. But the heir as a reversioner is never to be directed by the extending. The extent is by three men. In England by 12. But as our statute has said that 3 men are sufficient to appraise off fee simple estate, we must also appraise a term. In one instance, the term has been sold at public vendue, but land is not to be sold in this state of vendue. Besides it is much...
better far the creditor to have them extended
earlier this means the creditor only all get their
demand if the debtors live long enough but
then they are owed it will be at a later price
7 years from satisfaction of the debt.
The statute has directed that the articles then
shall be brought to the market and sold, but it does
not appear to have contemplated emblems
and leases far years which cannot be brought
to the market. But with regard to emblems we
have a practice of appraising all they are seized
the hedge so that they may be brought to the market
and sold. Mr. Price thinks it had better be
sold immediately and let the purchaser harvest
his emblems and that it is not necessary
to bring them to the market far there is
a far years is sold the and cannot be brought to
the market. As our statute has not contemplated
these cases. we have recourse to the case
in Spain and it is observed there by the
fi fer a lease for years may be extended
It has been a question whether money
can be leased when there has been a pos-
mition in our courts that it may. Mr. Price
thinks it is not for it cannot be sold but
it may be induced than the execution)
executions

Incurring money to be levied upon gives the
officers great power to cheat and embegle the
money, for he may break the debtor's debt and
the 150 and increase but £10. (There is this
not the same danger from jewels and other pers
of a like nature, that may, in the same case
be embegled) there is a case in 2 Hardwicke
that determines Bank note cannot be taken
when even, nor any other in a action.
If the mitistry sells far more than enough
To pay the debts the officer is a trustee to the
debtor for the surplus.

By the words of our statute, it would seem
that the even must be levied within 60 days
but the uniform practice of our courts has been
that the even may be levied after the 60 day,
ter expired. The national court have given a
counter decision, and perhaps the law will
be altered.

[Handwritten text on the right side]
The person who gives bail, has a right to release him again to his original situation, and liberate himself as if
a man in close confinement, or I give bail for, his liberator may
thereupon release in a sum from five
regard to prejudice, if bail done by the fiv
pension hand, it is a pledge for the security
of him who made it.

Bail: He whose bail is always discharged
regard to place, the word or it in a good
condition as of the type of bailin. He
as a good as he would have been. The
that not bailed the man.

The several minds of bail that are (bail
contemporary.

Whenever a man is arrested, in all this
cases, he is entitled to bail. This is not a lo
and in common in England, if he is en
sufficient, and the officer refuses the
bail, appearance. The day does
not mean strictly at the return day in
as if, but at any time so that the execute
can never be sealed, and the letter never
need of the officer in court at all, in order
to execute the bail. But the bail is
bail. Whenever the officer makes a fair
man. If not an invention, the man for
This is not a reasonable time. The
Court says, the long, as in some with different
Bail

When the bail is ordered up the debtor in court. The clerk must see it, and put it. The next is the bail. A sec. of this is absolutely necessary. Special bail &

Dial the offices are precisely the same.

Richard 18

If a man election is made in a time of it is

for the consideration of the matter, he can't

set the bail. It is no art the nearest

man. No man shall take an advantage of

him and if it is.

But the editor had no hand in that

officer, did it himself. Let the bail be

able to the creditor. And the officer is to

the bail. But this bail never been decided

when the bail has become able. Then

and all take the hand given to the

officer and sue the bail when it. But if

I shall not surrender the

and the officer immediately became

able to the creditor. But it is no good

insufficient and the creditor will not

the officer says he sufficient. The

the editor is the judge of his sufficiency

and he may sue the officer. And the

may defend and if he have, the bail to be

sufficient. The officer must then set to

to the bail and the offices are none.

I suppose the bail is not sufficient and
If the party is attached to redound to the judgment, it may be called in the same manner as the bail, if by explanation, with the exception, and the property may be in fault, and this exonerates the bail. But if the bond is attached to, turned out, and the real property is liable, the defendant is not sufficient, and of any justice of peace, when it is is himself held as the creditor, so determined by our courts. There is no question of importance yet undetermined which may yet give rise to disputes. As 50 l. for him by attachment, shall the prebend be taken paid is £25 worth of cattle, the reattachment will be released. If the landlord or person will the rest of the money is to be paid, the question as to whether will he be liable for the whole £150 only for the £75 had determining the question if we should go to the main copy of B. which are, that if the bondman have the creditor was in good faith as he would have been had it not been for the intervention of the bail, he is 21 years of age, in must immediately determine that the bail in the case but could be liable only for the £75. But in addition to the
Bail

in the express words of the statute, she has that the
Perpetual author shall name all damages of lost
and the debtor. I get over this, but there are cer-
tain arguments that I think concerning, in the first
plan, it is not striking the root. I think further than
many cases have been done against this. Don't think
you from the want of the legislature when they made
the law. Those attempts to lend the debtor
to a rejoin bail by giving and attaching
to the amount of £500. When the debt is
only £100, the creditor is liable to another.
There are certain instances, in which it
cannot be carried on by the jail without an
order to secure the debt of oft his costs, and
even the court judge by the court to be a
cover that he cannot pay a bill of goods bosh
and goods.

Lecture 78th
March 11th 1797

In matters with a particular and certain legal
a character. If a man will all at the same
moment of the time, to the other
the whole period to be by this will
be done in any value for all that the
whether subsequent is put to join the
other

Bosom, and certain that the
is capable of the

Bail

An affidavit shall not constitute the appeal of all, or the appeal of any of the judgment, but the appeal may remain a judgment. You may have the appeal a separate judgment affirmed, so that it may not come to this, or a writ of error, unless taken out, and it is generally given, but not necessarily. The said when taken is a sufficient basis to the judgment, the bond, I do nothing to do with the estate, but if it is to secure the proceeds against any damage, he may put his list in confidence of the writ of error. As for the

Debt, making it present an antithesis to the writ of error, that the writ of error should be sustained, without a hand or large or larger than the judgment.

Punishable to be given in an action at/Great/for the same reason as above stated.

If the officer refuses sufficient bail, the

is liable as an aider on the case, some one may be an aider or false imprisonment, for willful violation of a parole. (Coles 1962, Nov. 31)

1 Law, 159. One can not allow have given, as their opinion. That opinion on the case is the

Law, 159. Opinion not liable if bail of miner.
Bail

...common law to say, office, that the only
ancient bail is not liable to an action, but
they are answerable when it is being judged
ancient bail.

It is necessary to answer in order to
the bail bond; that for the bond is conclusive evidence of
the arrest.

C. 184, 621-468. Where A28 2 Feb 83,
if not liable in an action, far as suffic
for part only.

In case a judgment is reversed by court
of errors and the superior court, when the
same being brought up again before the su-
rior court a second time, judgment given
by the court in a second suit? Different Chirnian Coffee 95
Most 850, the two cases may the bail
be liable.

3. Had 80. The bail cannot exonerate him
self by delivering up the debtor to the
justice, but he must be delivered to court
bail piece.
Bail

Defense against the bail bond. If the bail has been surrendered for any reason and then an execution good for defense where the principal is confined in a jail in different counties, the bail may have a writ of habeas corpus to bring the prisoner into the county. Then the execution is levied. The prisoner is returned to his former prison.

Lecture 10
March 13th, 1795

Evidence. Who may not be witnesses:
1. Person interested cannot be a witness
2. Person in prision
3. Person de Habitat de Testimorium
4. Person entrusted with the secret of one of the parties and lawyer

1st. The interest must be a necessary interest, and not that arising from friendship or esteem. The quantum of interest is not material; the smallest excludes a witness. His emonstration at whether the interest is direct or contingent. The bail is excluded for by judgment against the principal he may be affected consequentially.

274
Evidence

admitted in a question that, concerning the title and its relation that he may be consequentially interested. We have a practice in this state of charging the bail where his testimony is wanted. It is a very unsettled question whether the person interested in the question only, and not in the event of the suit, may he admitted as a witness, as A. said, B. and is projected publicly. B. is admitted as a witness, yet the interest in the question, just how the way to his own recovery, C. said, we are certain to hear of it again. In all cases of public prosecution the person interested has ever been admitted as a witness in the case above stated. C.2. Section 498 renders a man was prosecuted as a mere jurymen. The person interested in the question was not admitted to testify. The old custom is entirely irreconcilable. But the man. The had saved an impartial side and admitted to give evidence in the project. B. C. The English cannot have man's bail as an rule that the man interested in the question then in the event, in a sense, he can use the judgment, to help himself, he is declined. Bannar 223.
Evidence

To the same point see 3 Qarm. 27, 30.

Our courts have hitherto pursued the ancient English practice, not to the cases in Brum. and Deconfield.

To the rule of excluding persons interests from being witnesses, there are many exceptions arising from the necessity of the case.

1. The act of an agent is responsible by an agent. The by his own act he renders himself free from any liability to answer to his principal. Where it sends money by B. to C. B. is admitted to swear that he delivered the money over to C.

2. Where a statute will wholly fail if being executed if the person interested is not a witness, he is admitted. Upon this subject it is that in Eng. the person described is a witness against the hundred. Let us in this state where a person has left his property, he is admitted to testify to the fact of his having lost the property, as he is not admitted to swear to the person who stole it. As he caught the thief in the act, and see him run off with the property.
Evidence

In an ease of a voluntary escape, the escape is admitted to testify to its having voluntary when an action is brought by the creditor against the sheriff, although he is testifying he saddles the sheriff with the debt, and screens himself from any possible liability, either to the creditor or to the sheriff.

In case of a rescue, the rescuer is admitted to testify to the persons rescuing him. This is as deeply interested as in the case of an escape. These exceptions are when the ground of necessity.

Lecture 60

March 31st, 1794

In an action of account, the interest also are admitted as witness.

6th. By certain English statutes interest and 
tests are admitted as witnesses. So in the state of 
actions in which debt actions are admitted as 
interest, in an action of account, the debtor is 
admitted to testify to the interest; and in the 
interest is subject to the debt. The same is 
the question of fraud when the debt to whom he is not 
guilty. The same is the case in our right.
Evidence

But our courts have given those two two

principles such a construction that the Deft is

found guilty, unless the Plt adduces sufficient

proof.

Counts of evidence, allow the Deft to swear

that this is not to help himself, but the Plt

will in an appeal of the Plt, to the Deft, examine

the Plt is not to testify unless the Deft in this

case was ever applied to his conscience. But

the deft cannot be compelled to testify as this

was once, yet his silence is deemed a confession

is what the Plt has set up.

At the master sued for his servant's negligence

may introduce the servant to prove that the ac-

dident did not happen by negligence, as the in-

terested, and the servant must forget that

he has his remedy aganst the servant, as cal-

culation is not to engage to construct the

master's interest with fidelity Strange 1088.

Although a man is interested, yet if he has an

equal interest on each side, he is admitted to

testify.

At common law, all the members of a

party are excluded from testifying, in a

case to their interest be ever so small.
Evidence.

But by a majority of this present the major of each side was immediately decided and no decision was made by the major of each side. The Samaritans have excepted by not to the present state of affairs by their decision. Not regarding the interest of the one or the other in any objection to their decision. The necessity to be sure that they should be admitted. The rule is that the major of each side was immediately decided to place the jubilee of every duty is incumbent upon them, as the jubilee of a mean is not to show that their umbre were in vain. But they shall not be admitted to show a contract as a remiss, so that the major of the major and agreed to accept of a smaller yoke, that was first agreed upon, for the necessity of...
Evidence

If a man suppresses himself in danger to help a part of the debt or estate, he will be excluded from testifying, as he is not legally liable to pay any thing. So a man that he himself raised, the heir, not, is excluded from testifying against it.

The bail is sometimes obliged to be a witness, not for his principal, but for the other party as if the bail were one of the subscribing witnesses to the instrument on which he is joint, not against, but of. The interest of the witness may be shown either by calling in other witnesses to prove it or by challenging him when oath called a voir dire. The fact he is only to answer as to the interest and will to go into the merits of the cause further than, as to these facts which will show his interest best. If one of the parties attempt to show the interest of the witness from other evidence, he shall not challenge him upon his oath, but vice versa. Being deposed, he must not report what he knows to the one to the other.
The husband and wife are not to testify against each other; even if the husband consents that his wife shall testify against him, she shall not be excused. The reason of this is to preserve the peace of families. Hardwicke 264.

She may be a witness against her husband for his abuses to her Strange 633. Edmonds case 117. But 117. The same said case by Mansfield to be good law.

In cases of treason, the wife may testify against her husband. Probably that would not be admitted in this country.

Lecture 81st. March 14th 1795.

When a number of persons have been guilty of an offence as if B. A. C. had been guilty of an assault and battery, one of them may be tried and the other taken as put out of the other. They are interested for if they can so succeed in the way an one and the other are favourably

End. Informant persons are excluded from testifying. As he cannot guilty infamous so as to exclude him from testifying, will be taste and convicted of a crime, which crime must be of the crime itself, a crime of such a nature as discover the person guilty of it to be the statute of treason. A treason, that treason, that treason. But drunkenness. I mean be one out of the crime false.
Evidence
d and of course do not exclude more convicted
from being witnesses.
Perjury is considered in Eng. a crime pari
ter et potesta, perhaps more so considered in this coun-
try. There must be a conviction, and a
man in prison must always be shown
from the record, and no mere oral testimony
can be called in to prove either the offence
or conviction.
In this state if a man, after conviction of
a crime which excludes him from being a
witness, obtains a pardon on any
matter of your
a good reputation, he is admitted to be a
witness. In England a pardon restores the
criminal to his competency as a witness, un-
less the statute on which he is convicted says
he shall never be able to testify, in which
case the exclusion makes part of the pun-
ishment, and a pardon will not restore
him to his competency. Kent 349. 5 3rd 7
1767. A scandalous punishment for a
very scandalous offence yet not a crime per
does not destroy a man's competency as a
witness. But it does only to his validity
Evidence

Insidels in Eng. were formerly excluded from testifying as, Dit. 6.  But by decision of courts they are now admitted, which is an instance of courts making law 1 Ath 21, Strange 11 04. Lee & Hawkins, 4th Pla. 692.

This principle was never questioned in the Eng. Church; or only by the non-attending God. Admitted, they gave rise to the form of your oath.

A professed atheist is never excluded, both in this country and in Eng. and Ath. 45.

Which recusants & excommunicated persons are excluded in Eng. not in this country.

Quakers in Eng. are excluded from testifying in criminal cases, yet admitted to office in cit. Bun. 1117.

In case the oath oft heals to the debt, conscience in chancery. The debt is not permitted to testify if he will thereby subject himself to a penalty. Neither is any inference to his prejudice, to be drawn from his silence. But if the penalty is going to the oath and he releases the debt from the penalty, he shall testify or his silence will be used against him.

The Party who calls in a witness can never impeach him, for if this was allowed it would be used wantonly.
Evidence

No man shall be called upon and sworn to invalidate an instrument to which by his signature he has given currency. Dubtf. 396.

1. People deputized of descem. men are not admitted as witnesses, as taken aside. Children are admitted as witnesses, but there is no statuted rule as to the time at which they shall be sworn. If they understand the nature of an oath, they may be sworn, and whenever they have discretion, they are admitted to tell the story without being sworn. Hawkins, Pleas of the Crown 612. Strange 720.

4. Attorneys and agents trusted with the secrets of one of the parties, are excluded from testifying in the case. But what knowledge the lawyer has independent of the information of his client, he is bound to disclose if called upon. The farm of the is out of the ordinary farm to tell the truth and the whole truth, and that he has received from his client, he cannot disclose. If a man who is not an agent &c is entrustid with a secret by a confidential friend, he must disclose it if called upon, see a case in Dundas. &c has been so determined by any inferior court.
The act of getting the witness into court is by a sub
wana, which must be signed by some au-
thority as a justice of the peace. If the expen-
ses have been tendered to the witness he is
bound to attend at the court. If the neglect to
attend he is liable to be punished for a contem-
porary of court, and he is likewise liable for all the
damages the party sustains for want of testi-
mony. But it will be very difficult to de-
termine what those damages are. In Eng-
a witness thus neglecting is fined £10 and
liable to all the damages the party sustains.

When a witness is summoned, in all the evi-
dence about him may be called in as his
honesty &c. this is called a deuce tecum. But
when the witness has thus brought in his fa-
nes he is not obliged to exhibit them, if there
is any reasonable ground for keeping them
back, as if they are his private notes.

In England the testimony must all be given
in open view unless the witness is such &c.
which is a very good regulation. In Chancery
the testimony is all by depositions taken
before the master of the rolls. In this case
no deposition can be taken within 20 miles
of the court, unless in case of sickness or states
Evidence

Either if the party summoning elects to have the witness present, the witness must come at the time of the trial, present at the state, and sending his deposition will not excuse him. Depositions may be taken within 20 miles of the witness, if the witness is sick, going about the country, or is afflicted with some sickness, which he will not judiciously require. The deposition may be then and used when occasion calls. The it is not till the deponent is dead.

Lectured March 17th 1795

Cruel. The least evidence, the nature of the case will admit of is always required. But a party contract may be proved by partial, though this contract might have been reduced to writing and higher proof thus created. The rule only means that the least evidence the nature of the case will under the circumstances will admit of. If a contract has been reduced to writing it cannot be proved by expert only if the writing has been lost by inexcusable accident, in which case partial proof may be admitted but it is incumbent on the party to show that it was lost. For there may have been noted
Evidence

Payments, and indorsements, and if the copy
is allowed to issue the note by hand without
hearing the copy, he may at any time, when it
is not to his hand, say that he has left it, and
receives the whole. But his leaving the copy
does not entirely remove the objection.

Partly, fraud is never admitted to then a record
the record itself must be introduced as a

This is a thing recorded as a deed, here the
Grantees availing himself of the Copy deed must
in the record, but if the title in the grantee
could be affected without recording. Third
Persons may show it by hand. As where
A. conveys land to B. who neglects to get the
deed recorded. D. a creditor of B. heirs of the
conveyance and attaches the land. now the
heaver of conveyance remains in A. and his
conveyance to a subsequent same side purcha
ser will be good if B. deed is not on record. But
A. does not convey to a subsequent purchaser
but brings a suit of ejectment against B. D
may then by hand that the deed was ex
ecuted to B. from A. which was good file a
suits to the suit of ejectment, and D in chan
evry may compel B. to have his deed recorded.
Evidence

Where the party declaring upon a writing that was lost by theft, no technical mode of declaring that it was lost by theft, &c. &c.,
so far as testimony can be introduced to vary the operation of a writing, and no subsequent fraud condition will affect the writing.

Although the instruments may, regarded solely as delivered, yet whatever relates to the delivery may be moved by hand.

Through mistake the writing became a note contrary to the true date, the true
and real time may be shown by hand to the date of the writing as prima facie evidence of the true time but the present motion may be rebutted by hand.

The natural import of the words as they stand in the writing are to be taken as the true import, and yet a set of cases are held to this rule and where proof of fraud is admitted to rebut an equity. The legal and equitable import of words in a writing are sometime different, as in case of Mortgages, and bonds, with penalties but in the last case country law as well shaness will now shaness dawn the penalty.
Evidence

On a general plea of bankruptcy, the offf.
may give the condition of the land on
which the action is brought in evidence
or then that he is not named by the certificate
Aug. 175. 

H. F. Park

If any ambiguity arises out of the wording of
the document, it shall not be admitted to elucidate
the writing, but if the ambiguity arises
from some matter deharrs the writing
shall not be admitted to explain it as a
mannerwise an estate to his son John
having two sons of the same name. Le
likewise another distinction in the case of
Tenoso & Points & Burns in wherein
fact irrelevant cannot be proved and
of this the courts are judges. When the questi-
on is whether it proves such fact at the the
court deem it insufficient yet if any
inference is to made in favor of the
plaintiff before the jury, the court admit
it to goin evidence and the jury give it
such weight as they think proper. But
when the inference to be made relater
Evidence

In some other cases, the court rejected

As to the number of witnesses in ordinary
cases, the civil law requires 7, but the civil
law requires only one, our courts require
one. For treason and perjury, two
witnesses are required.

By our statute, two witnesses are had in
all cases where it is necessary to convict a
man in all capital cases. By testament
is meant circumstantial evidence.

It may be a question whether one deposition
is sufficient, as we add to the jury concern
with regard to the sufficiency of an witness
and ask that law always requires were one
testimony. Perhaps it should be deemed insufficient. True one testimony is far more
table than by deposition. For here there is
an opportunity of cross-examination, and a
villain may be detected in his story but
there can be detecting a deposition if pro-
duced fraudulently. A man in this county
made it a common practice for several
years to procure a deposition of worthies. "When he
would for a glass of rum testify to any thing


Evidence

It is common for the Offf to attempt to cut off the Deft. Testimony is inadmit an utter A. for instance A. in the 31st of B.C. 6. Ships D. and D. struck first and B. N. can certify to it, to cut off from the Testimony A. D. are put into the writ. If no evidence be heard against B. N. the court will order them to be struck out of the writ and may claim to have either of them tried first and whom their being found not guilty they will be admitted to testify.

In some cases a man is not admitted to testify against himself. as in case of a fraudulently conveyance from A. to B. C. The creditor of A. attaches the property conveyed. A. shall not testify that it was as was not fraudulently conveyed. Testy. A. witness may make use of his paper as minutes for no other purpose than to refresh his memory and not to read off his testimony except to read off the words of one of the parties which he heard. A witness cannot be compelled to testify to criminating himself, but he may do it if he pleases see D rumford. Jurymen may be witnesses notwithstanding he is an interpreter.

The declaration of a dying man in contemplation of death is good testimony.
Evidence

March 18th 1795

The English Law any person or commander, a witness, is not liable to an arrest while in any,
agreeing to an from court.

The practice in this State is different, it is by a writ of false arrest or knowledge. Where
the witness carries with him and then it to
the office, if he then he could to attach the
witness he will be liable in an action for
false imprisonment. The English authorities do not of arresting this idea, though they
apparently they do, yet their practice is quite
entirely different. But is the Louisiana
writs, a question is not determined. Perhaps
one man ought to derive any advantage from

10pm 56 & 30pm. The perpetuating testimony
of the witness, if not in evidence, his deposition,
may always be taken to the cause, but if
not come into trial. What a witness, fastest
at this time, before another meaning, maybe
admitted to contradict another. His testi-
mony.

What a man has said against himself may
be verified. What the parties say when talking
together either for or against them, maybe
tested.

Hearing testimony is always rejected. This
Evidence

There are exceptions, as when the enquiry relates to the reputation of another, or particular facts are to be testified, but general reputation. It is said that a man, who is supposed to be dead, is alive may be admitted what a man had said under oath may be testified after his death. Where the boundary of land is in dispute, evidence of men, is admitted who, old men, who are acquainted with the boundaries have been heard to say may be testified.

Of written evidence the first to be taken is none of are the acts of the Legislature. In any general act need not be pleaded non existence, but each act must be pleaded specifically. But in this case we may give in evidence any statute under the general issue, but we cannot give in evidence of a private statute, without either pleading it specially, or giving it in evidence under the general issue, for the King practices see 4th 227 Co. 112 760 A. 119

Where there are two statutes and giving the action in the other offering a defense, the latter must be pleaded specially, a rule appears in evidence. Proviso in a statute must in some cases be pleaded specially. The rule in all parts 283 11

If a security is about to be avoided by some statute the note must be pleaded specially, or write or written is given in evidence, as in cases of usury.
Evidence

A public of other states being used in common law. As a deed is attested by authority by the state where the deed is attested and the notary admitted.

Private acts that are not put into the statute are proved by a copy certified by the register of the state.

In cases of courts, the evidence of them is attested by the consul and if the party has required that they be sealed, the Affidavits are of no weight without being sealed. Private acts must be attested by the subscribing witnesses to make the instrument of the act. If the same are to be read but if they are read as part of the case by the judge, writing of the witnesses may be proved.

In case the records of an office, not judgment record, are wanted, they may be evidenced either by a copy certified by the clerk or by a copy attested to by some other person, and the copy must be in court by that person. It is a difficult question whether the copy of a recorded deed is admissible and good evidence of the original when the original is challenged. If the original has been destroyed by some means inadvertent, there can be no reason why it should not be admissible. It would then a wide room for fraud if the original could not be kept back.
Evidence

In case an action has been brought and a recovery had, and afterwards, a different form of action has been brought for the same offence, the defendant may plead specially the former judgment as evidence to be for the same offence. The Court may reply not true, record.

Lecture 85, March 19th, 1795

The use of verdicts to be given in evidence in general they are not admitted. But in a case between the same parties, where the same point a former verdict may be given in evidence to be no means conclusive. 1 John 1790, 2, S. Q. 1791, 2, Phil. 46.

So a verdict may be given in evidence when the plaintiff and defendant are not nominally the same, but substantial. As where a lessor brings a suit of ejectment and fails, afterwards the lessor brings a suit of ejectment against the same defendant, a former verdict may be given in evidence. 1 John 1790, 2, Phil. 490.

So too where A has recovered of B, because recoverable to C, when B, recovers the verdict must be supported by A, because a verdict must be given in evidence.
Evidence

When a verdict has been returned against a man, and a writ of error is taken in a subsequent trial, it may be made use of as a confession in a private suit.

That a man has stated in a bill in chancery may be made use of as a confession in a subsequent trial. The what a man states in his declaration in an action at law can never be thrown upon against him.

To manfield much questioned the propriety of admitting, as a confession, what was stated in a bill in chancery. The answer in chancery is always good evidence for stating when a oath of the party.

We have a law relating to the recording of him, and when the age of a man is questioned. In the manner of determining the question is by the records, but if the birth has not been recorded other evidence of the age may be admitted, but it is incumbent on him to prove it to them that there is more assurance of the birth.

But the English law is subject to the question which the action is brought in indispensible, but with its jurisdiction necessary.
The delivery of the deed may be proved by an
attesting witness. If the deed is found
in the hand of the grantee the presumption
is evidence of the delivery, and throws
the burden of proof upon the grantor to
prove he never delivered it.
A deed cannot be delivered to the grantee
as an escrow, but such delivery with a
condition attached to it is an absolute
delivery. But a question which has come
up before our superior court and
arisen a decision in the opinion of the court
and with the Lawyrs is this: can the grantor
deliver a deed into the hands of the grantee
to become irrevocable and to duty on the grantee,
during something, present, a right deliver
a deed to B. upon B. paying remuneration. B.
takes the deed and then refuses to pay the
money, is this undelivery still. the cur-
rent of authority is that it is an absolute de-
dery; so was the opinion of three of our
judges. So this is exposed the case in Co. Eliz.
635

Any easure an intestinition of a deedly
the grantee as judge. The execution of the deed until
is used and mortgagor may (dead) mortgagor
but will not make it paid II 401st. 47 Strange 1160
the same is the case in filling of blanks.
Evidence

Presumptive evidence is admitted and where
the presumption is evident it is conclusive.
But great caution, particularly in capital
cases, should be taken, as the presumption
is not infallible. An in case of the
murder committed at Berlin, A. stabbed B.
with a sword, and left the room, at a back door
to enter the room at the same time and
draws the sword from the back of B. without
sessions or enter the room. While he is not holding
the sword, upon the strength of this evidence
B. is convicted & executed at 25 years from that
time. It comprises the whole facts in such a
manner as left no reason to doubt of it's truth.

Lecture 85, March 20th, 1793

Lex mercatoria. It was formerly considered
as a custom, and to be proved like facts and
other customs, which have been proved strongly.
But it is so considered as a law, regulating
the whole commercial world regulating the
commerce of all nations. The general law
is universally the same, but there are partic-
cular local customs, a variance different
at Venice from the general Law. This Law
differs in many respects from the commercial
Law. There is a necessity of uniformity in this Law.
Law Merchant

1. It is not necessary that in mercantile contracts, there should be any valuable consideration, nor even in the consideration, not a pecuniary one.

2. Discharge due to fraud respecting the consideration will vitiate the contract, [Cam. Law. But in law, if fraud vitiate the contract in the mercantile Law. As by false representations, a concealment of the truth, as in insurance, the insured is bound to disclose his ship and goods insured, otherwise the insurer of the goods]

3. A discharge of one joint debtor. [Cam. Law.

4. To pay in so many months mean元旦

5. On the day of payment falls an Sunday by Cam. Law, it may be paid an Monday by the mercantile or Saturday.

6. In Cam. Law, if the money is not paid at the day he recovers his damages, which is legal interest. But by the mercantile Law, the real damages are the rule of damages. If A advances a bill when B was about to accept it, the payee will recover the damages, his real damage. A may recover either in this country, and pursue his rights of giving 70 L damages in the hundred.
A bill of exchange is a letter from one man to another, to pay to a third, at a certain time. Here is a practice of a bill of exchange between two persons. A drawee is to pay to his order L-

Drum, is the man who transit the bill
Drawee on whom it is drawn
Payee to whom it is payable
Payable to Payee or order, the payee has only
A name of his name on whom the drawee and handout
To write the name upon the back of the drawee the money according the name upon
The back is called the indorsement, all those indorse
So the drawee keeps the bill, the indorsement, the bill are payable to the last holder, and he may
Elect to call upon whom he pleases in the payment

A bill made payable at sight at the day &
At usance this last mentioned payable at a future day
Usance differs in length of time in different countries.

Every man who accepts a bill has some days grace in this country and one three days if payable at sight no day of grace is granted.

Every one of these must be known to be a certain sum. The in some cases it is necessary to expressly a price to be noticed the article it is constituted the value of goods.
Lecture 36, March 22nd, 1705

At will of exchange (Bill 171) must be payable in the money given in good faith, not payable out of a certain particular fund of the drawer. For instance, 3rd Feb 1761, 3rd Feb 205, 20th Apr 1714, is good to pay out of particular fund. At 15th Apr 1714 is good to pay out of particular fund. 3rd Feb 1713, 1st Mar 225. 11th May 1714 is good to...
Is not necessary that the certainty should be a formal certainty, a moral certainty is sufficient. In such contracts are good between the parties, and acting upon the note or bill of exchange. Blackstone, 4th Ed., 1779. The form of the words is immaterial. It amounted to be a bill of exchange in the note. [Page 669] 1716 or 1763.

The first decision were that value received must be in the bill. [Page 666] 1712. It is of main necessity. If the drawee does not accept an indorse the drawer is liable to the payee if he performed the acts of the law.

Acceptance of the bill. The acceptance usually is not acceptance. It is within the statute of frauds. In such a case, an acceptance is necessary. It taking to pay the order of another until it is an indorsement to pay the order of another. But it is the payment of the acceptor. When a letter for the presentation in the drawee has effect on the drawer in his hands. 3 Termes 1674.

2. If there is an agreement to accept, the drawee is in a good acceptance when drawn and the acceptor has countermanded the acceptance. If the drawee is given a drawing note, in payment, table 1797. It is not material if the condition upon is good acceptance.
A man no way liable to the bill may accept it, and this is an acceptance for the honor of the drawee, and the drawee becomes liable to the acceptor, not to the payee. In Law an acceptance may be very different from the tenor of the bill, and the acceptance binds the acceptor, as if all is drawn for 300, and accepted for 150. It may be accepted for a longer time than the time when it is drawn, and a bill is a mere payable in sight and accepted payable in 3 months. But the payee cannot demand by the acceptance of the note according to the tenor.

The bill is accepted for 500, as the payee only to three months, this does not destroy the bill, but the payee may alter it again to its first state and the acceptor is bound.

The acceptor may accept to pay the bill in good faith, and it may be accepted conditionally, not demand the payee. Page 115 2 8th 18

Daw 82. What is a conditional acceptance?

If the acceptor accepts in writing and takes a condition, the condition must be in writing. Douglas 286. An account of indorsees, etc., between the basis of surety the condition agreed of the drawee, only is there presented as seen and put his name in good acceptance to the basis 117. 9th 18, and this written when the drawee of it is an acceptance.
The endorser is liable to all subsequent endorses. An endorsement is sometimes made full hand in, as 608, 638, & 699, and by this means the negotiability may be destroyed. But the common method is only to write the name of the person to whom it is to be paid. A man may write his name to a blank note, and it may be filled up when the person to whom it is to be paid. When the name is on the note, it is negotiable; but when the note is merely indorsed in an action, it is not a sufficient indorsement to give the indorser a right to receive the note. The holder may, when the name is on the note, fill it up as he pleases. A bill may be accepted for another person to pay, in such case the bill must be presented in the time allowed.

An agreement to accept a bill when certain conditions are discharged is discharged if the conditions are not complied with. Douglas Mason Hunt

18th March 1745

Endorsement.

In the negotiability of a note, restrained by endorsement to the endorser, leaving not the word in, the endorsement note 18th March 1745.
If the property of the bill is passed, its negotiability cannot be impaired. Jan. 6, 17, or 629.

Infants are not bound by their indentures, yet it affects no other party in the chain. Even if the infant was struck out.

The assignee of a bankrupt may indorse.

The will cannot be indorsed in part. Must be void. Carthor. 466.

Drum. His engagement, he engages that the drawer is capable of binding himself. That he is to be found and that he will accept and that he will pay it at the time. As evidence of any of these the drawer is liable to the payee. Carthor. 469. He is to pay the principal interest and mercantile damages.

If a man Hendrie 313 writes his name upon a blank piece of paper and delivers it to another to be filled up as a bill of exchange, he shall be liable to any extent of a bill that may be drawn on.

If the drawer refuses to accept, payee may resort to the drawer immediately without a "payee. Dug. 316. 16." and payee need not wait till the day of payment.

The liability of the indorser is precisely the same as the drawer; the latter may reject all his remedies at the same time he may reject indorsement.
lawe merchants

25th day 1234 of holder's bill, may receive
from endorser, after the same is accepted, or if not received, on presentment, and at the
same time of the payee. He undertakes to present it for acceptance, at least as soon
as it becomes due, if it is payable upon
sight it must be presented within a reasonable
time. 2d. if the drawee
refuses to accept, notice must be given to the
drawer, or the indorsees, if he means to
accept it them, or the holder must do it.
(3d.) 26th. And if the indorsees promises
to pay the bill, when the payee has not given
him due notice of the refusal, yet such
promise is invalid if indorser does not
promise the same.
the payee must likewise present the bill for
acceptance at the time, whether the drawer ac-
cepts or refuses. (4th.) 27th. and this notice
must be given by the holder. 3d. 170. The
notice must be given the first opportunity
that occurs where they are established. 4th.
notice must be given to give the drawer either
the right to rescind his effect ant or the drawee.
hand, if the drawer has not effects in the de-
mand the notice need not be given. (5th.) 4d. 170. but the indorser must at all
cases have notice.
when inland bills of exchange notice may
be given in any manner, and the bearer is ha-
ble, but he is no longer liable to the person who
Law Merchant

But on case of foreign bills, there must be given in a particular manner. Mor. 160.

The holder presents the bill to the drawer. If he finds there is no person that will accept it, then he returns the instrument, and draws up a declaration that it was presented, refused, and the drawer intends to refund all the damages he has sustained by the protest. If he, then, makes a protest, he remits the bill to the drawer by the post mail, and he has no further title to it.

The bill may be protested for another security, the holder gives to the drawer and makes demand of another security, if he will not pay the drawer, the other party must do the same. The bill in then protested as before.

Br. 1986, the time of signing the judgment is the time to compute the damages.

Let mercato 1660. It may be accepted for the honour of the indorser. In such case it must be protested. 1757. Le mercato.

If the drawer refuses to pay, the drawer may have an action against him, if he had effects in his hands. Do the drawer may reject the drawer if he has paid his bill when he had not effects in his hands. Wilson 1845.

Letter March 26th 1795.

A man has once accepted a bill he can, by it, in consideration of the transfer, demand payment. Black vs. Black. But the holder may, so conduct as to claim his account at any time after the acceptance as a part, or written discharge of the acceptance.
and the Bider, the acceptor, etc.,
be received the drawer, this is no abandonment
a receipt from the money from the
drawer is no discharge of the acceptor, except
as to that part.

No security from the drawer is no dis-
charge of the. Doug. Elise v. Gelindo

There a man [Strong 939] has by the law of
the country where he lives, been discharged
from any liability, in consequence of an ac-
ceptance. he is not to be made liable when
he comes into England, the they have no such
laws as will discharge him.

Will 1262. Indorse is not discharged in con-
sequence of mere payment of drawer.

If the acceptor has paid part of the bill
the drawer is discharge, unless he has been
informed by protest. Will 362
the acceptor is sued & held to bail. his bail
may the money. and the bill is indorsed by
the payee to the (Will 16) bail. the common
law the acceptor to drawer. when the bill
fully payment to the payee. it's negli-
gibility is entirely destroyed. he has a different
remedy

[Strong 441. 2099 689]: the indorse is liable
by exchange may be charged with our first
item, the drawer.
The remedy of the plaintiff, if the bill is not paid by the drawer, may bring his action upon the bill, as defendant, in debt. But the general action is a special action on the case, founded on the custom. In the declaration it was necessary, formerly, to state the custom at length, but now any

state by the custom of Merchants,

A bill payable to a fictitious payee, issued by the cause to be payable to bearer.

3 Dem. 183. 43 Blae. 319

If the action is brought against the acceptor, you must state that A. drew a bill than B. in favour of C. (Presented for acceptance) B. did accept, after C. presented for payment, B. refused, and it by the custom of Merchants became payable. If the indorsed thing he need only state in addition that he has a receiver from the payee, &c. that indorsed it over to him &c.
Where a man being forward in action, and notes those things which make him liable, the assumer must not be stated and Moore thinks that this applies to all cases. The reason 2nd May § 538 (Cawte 409) is the same as in mercantile transactions, it may appear what answers shall begin; not liable, it is as much an issue as can be.

2 Will. 2 73.

When several persons there are liable are not all of them, and all cease are then out. A payment of one is satisfaction of all the others. 2nd Mace 409. Vesey 1555 1 Strange 5 15. The courts that have arisen. When the first Exem, which must be held & if the other persons after this Exem, has been satisfied, it will be treated as a contempt of the court.

2 Thon. 89. 407. 10th 107. 110. Vesey 274.
Law Merchant

March 27th, 1743

Part of the sea. It never includes any act done
within it to a decision if driven out of their
cause to avoid an enemy.

Insurance against crimes, includes all the
seas, but no crime except piracy. Part
of the master against this means one
prejudgment. and never included
any of his negligence.

If the crew should cause the master to go to
a coast from which he would not bring
one a decision.

Charters party in the lease of the ship, and is
regulated by the common law where there are no
laws to furnish the master, etc. But when
the master furnishes the master, if she is
lost before she gets to the sea of destination,
the charter is not liable, as the freight lasts if the
vessel is lost on the return. But if the

...
Lau merchant

15th 236 To the first part of the contract it is to pay the freight when the vessel returns and if it last part return no freight it is to be paid, if two of them last part return the freight became bad when the arrival at the first part of debts and in last an vessel return upon the mismanagement of the master no freight is to be paid either to the master or to the return without cargo

2. 3. 4. 5. X:

If there has been great loss and the cargo has been much damaged, the hirer may demand the vessel cargo, in such case it is not liable for freight.

The owner of the vessel is liable for the mismanagement of the master and his employment. The master may enter into contract with the vessel owner to contract with the master and in a certain amount the contract is necessary. By this contract is said to the vessel, by which the master owner and vessel all liable and without being added can in voyage get sea or we shall and as soon as the return.
Where there are may answers, the majority govern as if parts wish to send the vessel a certain voyage, and part not, if a majority wish to send her, she must go, and those who do not agree to the voyage is entitled to the goods, and is liable to the share of the expenses in putting on; but those who wish the voyage may go to the court of admiralty and by giving bonds for the security of the return of the vessel may or those who are disposed to it, off from all the profits and it discharges them.

Omero 1884. This 179 mariners are entitled to their wages at the cost of delivery of the vessel in part, they take their wages, they will likewise take the same for disorderly conduct. The master may punish the sailor by some times, by setting him on shore, and is the sailor can force to make the master demerit fame. This part of delivery is punishable with death by the common law.
Law Merchant

If the same part or the goods are
thrown away to the loss must be averaged as
if it had been an instrument and B. has from the
average which is thrown away. the loss is averaged.

If one of the partners die, the estate has not
extra of the partnership but are entitled
to one half of the profits. It is said that the
remaining partners can sue and he sued in every other respect the right of the estate is
the same as of the testator. But if the remaining
partner is bankrupt. [ref. p. 265] The
estate is liable for partnership debts fifty a bill
in the same extent. Yet what objection to a
contract? A. & B. joint merchants, at the death they are debts
as joint merchants & separately in the com-
mencing property go to pay company debts. But in the
estate their entire property is liable for company
debts. But after their death the minute property
of goods goes to pay minute debts. [ref. ref. p. 265]

The above Lectures for Law Merchant
were taken at the time Mr. Revere declined
then without being attended, revised, and
the following Lectures upon the same subject were
then in March 1796. when I first joined the office.