Lectures on the Law.

"Ista veritas, si quae jureusa non est, mihi lumen grata est."
Lectures
on
Municipal Law
and
Private Relations
by
The Hon. Judge Huse, & James Gould Esqt.
Delivered at their Law Institution.

Litchfield
Connecticut

A.D. 1813 – 1814
Municipal Law, by A. Gould.

Municipal law is defined as a rule of conduct prescribed by the common laws of the state commonwealth, and by what is called a prohibiting what is wrong.

When it is said to be universal it is meant to be so in the same extent, not that it is so throughout the whole of the law, or some rules are of a local nature. It is general and personal within the limits.

Municipal law differs from natural law in this: the latter is a rule of moral conduct, the former of civil conduct. The latter regards man as moral beings, the first as members of society.

Municipal law is prescribed, which word implies that it should not be retroactive but prospective. The municipal rule might be written in the general principles of justice and humanity, so that they apply, even to those from the time in which they are enacted. And the same rule is to be regarded as to rights, as if a contract is made to obey according to the common rules, a law should bind him a subject this which was formerly was not made necessary under the contract, it ought not.

If it be impossible that all contracts should be preceded of an order that it is not always or ought to be considered in this, but where when their contract must be considered exceptions to the general rule of universal.
Municipal Law.

Interpretation

There is a difference between a retrospective and an ex post facto law.

A retroactive law is any statute civil or penal which has a retroactive effect. An ex post factum law is a penal law which has a retroactive effect. A retroactive is the power of which ex post facto is the essence.

This rule is prescribed by the supreme power, according to the definition that is by the legislative power. When it arises from an act of municipal law, it will appear that in point of fact all municipal laws are not prescribed by the legislative power, as they in such a manner relate to a taxation as to be reconcilable with the rule.

Interpretation

1. In the interpretation of the rule, the words are to be understood in general, according to their usual meaning, and a peculiar significance.

2. Let every word of art be understood according to its acceptance among those learned in the art, or best understood by and general in acceptance.

3. Where the words of the law or rule are dubious, it is also usual rule to consult the context, and in that way the meaning of a word or phrase or itself decisions may be clearly understood, or if in relation to another part of the rule. For the same reason it is unwise
Municipal Law.

Division of this Law.

To consult laws in any matter is an effectual method of discovering the intention of the legislature.

5. The words of the rule are always to the end, 12/2 to 20
devoted or having reference to the subject matter of it, as many words have two significations.

6. The effects or consequences of different constructions are to be regarded, as if one would wish that lead to a consequence rational and useful. 3. 60. 12/2 to 20.

If an unreasonable or unjust, the former must be adopted.

5. 12/2 to 20. The last a cardinal rule to which 60.

all others are subordinate is that the common 60.

sense or spirit of the law be consulted.

But of this rule arises what is called the 60.

equity of the law by which is meant a con- 60.

struction according to the reason instead of 60.
the law.

Municipal Law is divided into the des.

scripta et non scripta.

The unwritten law consists of three

branches.

1. Of the Common Law, no called.

2. Of particular Customs.

3. Of Laws peculiar to certain particular

jurisdictions.

These three species constitute the whole of the unwritten law and all custom are

here, that is founded on usage universal.
Common Law

The unwritten laws & Customary laws are non-convertible terms. The Customary law is a branch of the unwritten law.

These laws are called unwritten because

Their original institution is not in writing

& not under parliamentary authority, & therefore established on immemorial usage.

Common Law

The Customary law is a general custom & appears to be called common because it is common to the whole realm & not to a particular district like the laws under bar

It is of unwritten laws.

This also depends upon immemorial usage for its support, that is an universal institution from time immemorial. It is

A usage to be immemorial must extend back beyond legal memory, which is now dated from the reign of R. I the latter part of the sixteenth

But if the original institution is notice down in writing, where is it to be found, to

This: the Customary law is to be found in the

records of lying justice in judicial decisions, in reports, & in the treatises of the learned.

But these records appear to be the

memorized unwritten, yet they are not written as a

memorized or roll of parliament, but whose

records are mere evidence of what the

written law is at that time & are more usual
Municipal Law.

Common Law.—

would that act of parliament never be so.

A precedent is a former decision on the
point in question, and is only an evidence of
what the law is. A judicial decision is not
the law but only evidence of what the law is.

Precedents are always to be followed,
and if flatly absurd or unjust, I mean in the same
country in which they were had.

A precedent is not to be overruled
because it cannot be now discovered what was
the particular reasons, but the act must be
altered or, unless proved to be unjust or absurd,

A rule more local than this would be
ubiquitous.

The whole system of unwritten law
must be the original institution of the
unnamed act, it is not set down in writing; whence
did it originate, since there must have been a
time when it did not exist, the act was built
up by acts of justice, it was made a consolidated
by acts of justice.

How then can it come under the
definition of municipal laws since acts of
justice are not the supreme power. To this
objection it may be answered, that it is as
related to by the legislative power as such a
manner as to make it sanction.

Whatever rules are considered.

Here are entire branches of unwritten
Municipal Law.

Particular Customs.

Laws which have been built up long since the usual date of immemorial usage. Most of the decision of the above rules and decisions in legal means are considered as evidence of what the law would have been had those questions arisen at that time.

Particular Customs

Particular customs are local usages, rules of civil conduct prevailing in certain local limits, and not extending through the whole realm.

It is true in general all particular cus-

D. 2674
L. 265.

To act specially; and that the custom itself, as well as the fact itself, must be proven.

So the existence of a custom is a private fact not judicially known to the judge. It is to be tried by a jury. There is an exception to this, where the existence has been once proved in the same case, where the question arises.

The rule that custom must be proven specially. There is an exception where a custom has been once proved and a custom is considered as judicially known, as well as a general custom.

W. 96: W. 96. It makes the law merchant among particular customs, but it is not a particular...
Municipal Law.

Particular laws in particular jurisdiction, as custom. A particular custom is one confined to a particular district, but the law extends throughout the state or realm, nor need it be pleaded as a particular custom, nor is it ever treated as one.

It is now laid down that the law merchant is not to be proved by witnesses except where new questions arise. But I conceive that it is not proper that they should be accorded upon as evidence to the jury, but that they should be consulted by the court as authority. With regard hereafter for witnesses, may be consulted with regard to doubtful points in mercantile laws wide.

In certain rules with regard to the locality of local particular customs, which require certain local requisites of which there seem wide. But by 6076, 78. 676, 78. 189.

In the construction of particular customs, if this which are in derogation of the law must be construed strictly, that in cases to be brought within them, must be within the letter of the custom, not brought within the by a judicial construction.

Certain particular laws or customs adopted by acts, within certain limitation. There are the civil or canon laws on which
Municipal law.

Particular laws:

Drafted in Ct. Beckerental, Military, on the 99th 80th 82nd
83rd of the University.

Now these laws are binding in Eng. only in consequence of their adoption there.

So far then as they constitute a part of the unwritten laws at Eng. They are a part of the customary laws.

The adoption of foreign laws may be made by immemorial usage or by legislative acts, or acts of parliament, etc. In the last case they form a part of the jurisprudence.

The Code laws of Eng. so far as they are binding in this country derive their authority here by the same rationale, they are now themselves binding here as they are the laws of a foreign country. But the Code of Eng. ought not to be expected to do its duty not are they not always, liberty to exist it unless it be unapplied or altogether inapplicable to our situation, as some laws are.

For instance those which have arisen from the royal prerogative, prerogative are here wholly unknown.

Laws such parts as are inapplicable to our laws such parts as are inapplicable to our country I take it the Code to be as binding in our code as well as in Western Hall. Yet it is not binding here because it is the Law of Eng., but because it has been adopted and acted upon in our code.
Municipal Law

English precedents are then to be taken as evidence of the O.T. as being here, or he who would deny them to be law here, must take upon himself the onerous and almost impossible task of proving that they are inapplicable to our situation, or that unjust or unreasonable.

There is a question, answered whether can exist here a Bill of Rights from that of Eng. That is whether we can supply rules where they are deficient. I think that so far as any part of the O.T. of Eng. inapplicable to us must have a customary or unwritten law of our own, which will apply to our situation.

For without some principles which can apply to every case that may arise, there must be a deficiency in justice and no written statute laws can completely or adequately be a remedy in any one single case. For a statute is a positive law which must be taken strictly, but the O.T. is a system of common law, consisting of connected principles which from analogy can be applied to every case that may arise.

In answer then to the question, whether we can have a code law of our own, I answer we must.

So far as the O.T. of Eng. is absent or unwritten, we must have a code of our own.
Municipal Law.

Can we in this country have a B.T. of our own?

But an objection arises that law & custom must have been rooted from the date of legal memory. But this is altogether inapplicable to our country, it appears perfectly futile to reject those of our own adoption or creation because they are not of that date. The objection is in itself artificial & admits of an unsatisfactory answer. At the time of the creation of the rule, the date of legal memory was 100 years, and according to the principle above given, it is evident that this rule should continue. General consent or long usage & sequence is not immemorial according to the arbitrary, positive sense annexed to that word by the B.T., is here sufficient to establish a B.T. of our own.

But farther the objection of not being immemorial is absolutely futile and illogical. It answers the question in the negative by denying the question without assigning a reason against it. The question is whether we can have a B.T. of our own. May we say no because we are not old enough to have a rule immemorial.

We cannot have a rule different, because we cannot in the whole amount of the position. To say that we cannot have a B.T. of our own because we cannot get from time immemorial, when the question is whether we cannot change the B.T. or have one of our own. They instead say we cannot change it because we cannot.
Municipal Law

Let us proceed.

A law is the act of the legislature.

The ancient City states are said to be binding in this country as far as the City of New York is immemorially binding. The reason assigned is that our ancestors on their emigration to this country brought with them all the laws then

instituted in Eng. whose courts hold to the same opinion.

And on the other hand, City states find

and since our colonization are not ever prima

facie binding.

But some of the states the great body

of the City state law has been adopted down to

a certain period, by certain legislative acts.

All states are divisible into two kinds, 1806-55:

public or private; general or special.

A public statute is one which regards the

whole community.

A private statute is one that regards par-

icular persons or private concerns.

This distinction, though it is by some very

intelligible, is not always so in its application.

Most statutes do indeed regard the whole

community, that is not only particular parts

of the state, nor classes of the community.

Here there is no difficulty in applying the
distinction. But in some cases, statutes relating

immediately to a class of individuals are held
to be public, while others relating to a par
Municipal Law.

Public or private state

Ticular clas are held to be private.

As to cases of this kind the rule of

contrition is this. If the clas of persons to whom

the stat applies amounts to a genus as it says it is public. If it relates to a clas which

amounts to a species only it is a private.

Now.-- When the clas is so general as

to admit of subdivisions into subordi

nate clas, the aggregati clas is a genus.

But when the clas is so limited that it

will admit of division only into individu

als and not into subordinate clas as it is a

species. Thus a stat relating to mecha

nics is a public stat, but a stat relating to

shoemakers carpenters &c. is private.

And in like manner every stat which relates to

the king or public, being one of the heads of

the body politic: And on the same principle

a stat giving a forfeiture to the king or state

is public. No relating to a particular speci

And also every stat concerning the pub

lic revenue is a public stat.

A stat that every shoemaker should use

certain leather and no other a go no parks,

it would be a private stat, but if it should

pay upon the penalty of forfeiting a certain

sum to the king or state, this inversion of

a public clas would make it a public

statute.
Municipal Law.

Punitive & Remedial — Statutes

A statute may be in some of its provisions public, in others private.

All statutes may be divided again into such as are declaratory of the O.L., and such as are remedial of the defects of the O.L.

Declaratory statutes are such as declare what the O.L. is or what it always has been, the O.L. in legal theory being deemed to have been always what it now is.

There is a certain class of statutes which are declaratory of former laws, these are not properly declaratory of the O.L. but are in fact laws.

Remedial statutes are the other class, filling some new rules varying from the O.L. rectifying its deficiencies or abrogating it.

These are our statutes declaring the tenure of land, how to be allocated is a declaratory statute, it involves an absurdity. To also the statute 13, 127 O.L. as far as they act upon fraudulent conveyances are declaratory. Most statutes of limitations are most of our statutes are remedial.

All statutes inflicting a penalty or punishment are penal, statutes not inflicting a penalty or punishment are called remedial. 161 & 125.

A penal statute then is one which inflicts an punishment, to which penalty is synonymous, in the
Municipal Law

Penal & beneficial Laws.

most extensive application signifies.

In strictness, all acts giving higher remedies than
the rules of natural justice require seem to be in the
nature of penal acts, or acts giving double damag-
es. But such are not called penal acts, as they may
operate penal.

But acts giving costs of mili are held to be
penal. Costs were most known at Pr, nor would any
now be recouered had they not been introduced by hat,
so late of the ancient amercement which was in
the nature of a penalty. Costs were first introduced by
6 B. & 8. c. 23., and are substitutes for the ancient amercements,

An action brought by an individual, to
recover a penalty, in his own right imposed by a
statute, is not a penal action. No, the statute is
clearly penal. The usual form of the action is exist.

Acts in regard to their phrasology are
either affirmative or negative. This distinction is an
useful one in the rules of construction, which are
2 tracer, in the interpretation of acts, as it is arbitrary & unmeaning.

Every statute commences its operation from
the first day of that session of parliament in which
it is enacted, unless some other day is mentioned
for its commencement. For the whole period of the
session of parliament as of a day of justice is regar-
ded but as one day. Hence it will appear that they
will affect rights which were in existence, months
before the statute in question of date, no risk is legal
Municipal Law.

Time when acts begin to operate when they are enacted.

If two acts enacted in the same session on the same subject, no time being fixed for their commencement, it is said neither has the priority. If they were a true rule, there was a repugnancy in the acts each would repeal the other. With the better opinion seems to be, that the one last made in point of fact, shall repeal the other as far as the repugnancy extends.

The general rule of the English law is that a statute commences its operation from the day of its passage, but on the ground that such acts may have a retrospective operation if seen not to be definitely ascertained.

Construction is meant the process by which the meaning of language is ascertained. This is the object of all the rules laid down in regard to the construction of statutes.

These points are principally to be considered:

1st. The old law. 2nd. The mischief. 3rd. The remedy.

If it can first be ascertained what the old law was, the object of the new will be more easy. If it be determined, so that the mischief will still prevail, he asks by discovering the mischief—which he should so construe the statute as to suppress, and advance the remedy. By a consideration of these, the remedy may generally be discovered, so that is always the object of primary inquiry.
Municipal Law.

Construction of Acts.

The rules above laid down with respect to the interpretation of law, in general, are to be observed also in the construction of acts.

It is a rule of the OJ that penal statutes are to be construed strictly, i.e., that according to the letter.

The meaning of the act is that penal statutes are to be construed strictly as against the subject.

The meaning of the rule is that penal statutes are to be construed strictly as against the subject but liberally for him.

Under the first branch of this statute, a person shall not be adjudged to be within the operation of the rule, unless he is within the letter of it. A person under the second branch, a person that is within the letter of the statute, shall not be adjudged to come under its operation, unless he is also within the reason and spirit of it. The person accused is not punishable unless he is both within the letter and spirit of the law.

In general, any immorality or depravity in a statute does not include (unless the act are named) those who, by reason of legal incapacity, are exempted from the operation of a similar statute's operation. Thus, infants have been determined not to be within the act of forcible entry and detention,delinquents which inflict corporal punishment.

These rules are all founded on the complexity with which judges have construed penal statutes.
Municipal Law

Construction of statute.

The intention of the legislature is not to be disregarded in construing the statute against the subject.

The truth is the intention ought always to govern, when apparent, to the design made of construction, i.e., if it is nothing more or less than an evasion of the law. The rule of the legislature when discovered is law.

The rule of strict construction as against the subject has not been uniformly observed; a

was not even in ancient times. This is illustrated by the decision in the case of a horser who was made guilty of petit treason for killing his master's wife.

Of the repetition of an offence, unless an increased punishment, the offence is not subject to the increased punishment, and to the law before the commission of the second been committed at the first offense. This is another instance of the design of construction of the statute. The first punishment by the judge was intended as a wholesome discipline, a

the offender might not to incur the increased punishment, till he had had the benefit of this discipline.

It has been held in Con that where a penalty has been repeatedly increased by the continuance of an offence under the same statute, and

of the action for non-pursuant, only one penalty can be sued for at a time. If the penalty was $60 per month

the promise cannot at the end of two months recover $20, he must at the end of each month recover what has been incurred.
Municipal Law

Construction of title.

This rule is different from that of the Eng. law. The penal laws of one country, a sovereign state, can not be enforced in another, as noticed so as to affect the rights of the citizens in another.

Criminal laws are strictly local. No one can be punished in both for an offence committed in one. The remedy belongs to that state whose laws are violated, and against which the offence was committed.

And on the same principle it is that there is no common jurisdiction in their respect between the states of the United States.

On this ground it is that there is no law of habeas corpus, which have been instituted in the U.S. to stay proceedings, which have been instituted in the U.S. to stay proceedings, as libels against the President of the U.S. which are cognizable under the laws of the states have been abated.

And on the same principle, notwithstanding a train of decisions in Mar. 2 Case I apprehend that a person committing theft in one state, carrying the goods into another is not punishable at the latter. There is no analogy between the one case and that where a man steals goods in one county, as is punished in another, where he was taken with the property stolen. Or both cases are under one sovereign jurisdiction, and therefore the offence is committed in both the states wherever he goes. But in the other case it is not in the power of the judge, of one
Municipal Laws.

Penal laws of one state not noticed in another. To adopt the same reasoning, with regard to a theft committed in another, as an judge they cannot know that the fact of taking the property was theft in the state where the property was taken, then of course they cannot say that he is guilty of a violation of the offence.

But the doctrine established in above decisions must in other points of light, as in the highest degree absurd, and unjust. Suppose for example by law of Map. theft was punished only by a pecuniary penalty, and that in Coast the punishmen

But it the doctrine established in those decisions must in other points of light, as in the highest degree absurd, unjust. Suppose for example by law of Map. theft was punished only by a pecuniary penalty, and that in Coast the punishmen

Again, if these decisions are correct, it cannot be denied that a conviction of punishmen for the offence in one state will bar a prosecution in another. So that if a man were to steal a horse in Map. and in order to effect his escape had traveled thro' the Union he has become liable to conviction a punishmen not once only for his offence according to the enlightened principles of the English law and our view, but in every state thro' which he passes, until perhaps he is arrested in his career under some law more severe than the rest, by the hands of the public executioner.


Municipal Law.

Fines large are not noticed in another
in a case which arose some years ago in
Circuit Court of the United States. The doctrine was
denied by Judge L. O. Patterson notwithstanding all
the decisions in our State Courts to support it,
and I think that if the question could be brought
before the Supreme Court of the State the former decision
would be overruled.
Remedial or beneficial statutes are to be liberally or equitably expounded. In that its liberal meaning may be construed or restrained to answer the ends of justice, the law may be considered a guide in the construction of the statute.

An act of omission declared by statute to be void, is often in the construction of the statute, adjudged by courts of justice to be only voidable. If the mischief intended to be avoided by the statute would be void in construing the act voidable, the act will constitute the statute as making it absolutely void. But if the mischief would not one may be construed or making the transaction voidable. And there is a very great difference between a thing strictly void one voidable.

Thus a transaction made voidable may be withdrawn, relitigated by the parties but the strict rule void cannot be.

When the terms of the statute enable the court to do a matter of justice to a party the court is bound to do it. Those enabling words as "may" are construed as imperative in such cases. 4 Dec. 544.

This does not hold universally of all authorities given by parliament but only in those cases, when a person claims a matter of justice.

A statute taking away a legal remedy is to be construed strictly, a not extended in its construction. Thus the statute of limitations with regard to actions must be construed strictly.
Municipal Law.

Repeal.

The words of an explanatory statute are always to be construed strictly, as it is their object is to settle all questions as to the construction of it at once. And to admit of liberal construction be to have no end of construction.

Stouts part the penal and partly remedial as to be construed strictly as to the penal, and liberally as to the remedial part.

The different parts of a statute are to be so construed as to make the whole act stand together and take effect. Where two parts are apparently repugnant they should be construed so as to make them stand together. But where there is a saving in a statute totally repugnant to the body of the statute, that saving is valid.

The rules by which statutes are construed are the same in equity as at law. The remedy or relief is generally different. It is true that relief is a law sometimes differ, but one of them must be wrong in such cases, as they both acknowledge the same rules of construction.

Repeal of Law.

It is a rule that all laws written or unwritten are repealable. And where there is a repugnance between an old and new law the latter is repealed by the latter, or one as their repugnance extends. So that when the Old and the New Law are repugnant the Old
Municipal Law.

Repeal

is to give repeal. And so also of statutes, the later part is to be the rule of the lawgiver. 6 Med. 307.

And in pursuance of that principle, Bac. 638

a rule which, if the latter part of a statute is . . . 10 B. 69

repeal to a former, the former is repealed pro

lata. The latter is the last expression of the will of the lawgiver.

It being a fundamental maxim that 1860.

every law is repealable, it follows that a statute 10 B. 658.

in a statute that it never shall be repealed is

void, it being in derogation of the power

Of future legislature, they who make, cannot repeal, (see supra.)

The law does not otherwise operate a 10 B. 63.

repeal by implication, to have a repeal the 10 B. 118.

repealety to the latter law should be clear.

If there is such a repealing as cannot be

overcome, it must operate as a repeal of the

former law.

It is said that an affirmative statute

does not repeal the C. L. This rule is not true

it may, or may not abrogate the C. L. If always

does not repeal the C. L if it is repealing. The rule

is nugatory.

Where a statute gives a remedy in a case 2 Bou. 803.
different from what there was at C. L, and the

statute does not abrogate the C. L. there will An nun in

be two concurrent remedies. But that of the statute

called accumulative, or additional. In Const. 2 the instance

places of this sort are numerous.
Municipal Law

Repeal.

If a statute affirms a higher or lower punishment than was inflicted by the statute it repeals, the statute it repeals.

And if a penal statute affirms a lesser punishment than was inflicted by the statute it repeals. I do not find however in any of our books that if the statute affirms a higher penalty, that the statute is repealed. I believe it is the practice to prosecute either at common law or by enactment, but it is cumulative.

It is said also that an affirmative statute does not repeal a former affirmative statute. This is also absurd, for if repugnant to the former it will repeal it.

That repugnancy or not is the criterion see more authorities.

The distinctions that I have mentioned respecting the repealing operation of statutes, are not intended to apply to express clauses of repeal for those there can be no construction in the case.

If a repealing statute is itself repealed, the original statute which was first repealed is revived.

And on the other hand if a statute which has been repealed is revived, the repealing statute is itself repealed.
Municipal Loan.

Repeal.

The a stat is repealed, all acts done under it, before it was repealed, remain good & lawful.

It is said however on the other hand in some of the books that if a stat declares a for, then will it void that all acts done under it but are unusual, unlawful. This rule I think erroneous for it is placing it in the power of a subsequent legislature to deny all the power's authority of a former.

When one stat is repealed by another, which makes provisions on the same subject, to continue for a limited time, the former stat is not revoked at the expiration of that time, unless the second contains a clause to that effect. This being an easy mode of repeal which is not limited to that time.

As a general rule stats cannot have a retroactive effect. Hence if a stat after being violated is repealed, and before judgment against an offender another is enacted, the offender can not be punished under either, unless the latter contain a clause that the former will remain in force until the second came into force.

Acting contrary to this general rule, still if a covenant is entered into to do an act thought lawful at the time, but which is made
Municipal Law.

Of the act stat on covenants.

(No text available, perhaps a blank line or an incorrect page number.)

Salk 1796

Vol. 5. 444.

Salk 1797

Vol. 261.

Municipal Law.

When a statute is repealed, the covenants in the statute are annulled, and it cannot be carried into effect without opposing the law. This is not an absorption of a statute which is called strictly retroactive effect. And on the other hand, if one covenant to do or not to do an act, which he had a right to do or not to do, the law is his duty to do it, the covenant is annulled. In these cases the annulment of the contract is not the object of the statute, but an act consequent, and may not strictly come under the head of retroactive effect.

If one covenant, however, not to do an unlawful act, a subsequent statute making the act lawful does not annul the covenant, for here the statute does not make it the duty of the covenantor to do the act, but merely sanctions the act done.

If a statute declared illegal by a statute, while it remains in force, a subsequent repeal of the statute does not make the contract void; it will still remain void, being no ab initio.
Of the enforcement of the contracts: September 12.

It must be performed according to the terms of the contract, as per the statutes of the 1st P. S. 25, 1st P. S. 254, 2 P. S. 25, 2 P. S. 25.

The constitution of the 3rd P. S. 254, 2 P. S. 254, 2 P. S. 25, 2 P. S. 254.

So far as fact determines, all laws impinging on the 3rd P. S. 254, 2 P. S. 254, 2 P. S. 254.

A statute requiring what is in opposition to the laws of no validity.

It is said in some of the old cases that a statute contrary to reason or the divine law is void. This I conceive to be a proposition which is indefensible. I know of no principle upon which an act of the legislature can declare an act of the legislature void. This would be to render the supreme power, as every other power, subject to the direction of the judge.
Statutes

It has been a question whether states adopt
a written constitution as vital. It does not know
how any question could have arisen, as the question
in paramount to all other laws. But it has
to be a question whether laws of justice are to de-
tide whether or be contrary or not. They under-
stand only are, they are the legal execution of the laws.

The constitution is part of the summa-
the above paramount to state laws, and execute
it must decide whether it is correct in the constitution
of state with the constitution, or must be broken.

It is now settled that it is competent
for Ols. of Justice to decide of the constitution of state.

The constitution of a state makes a new law concerning
an old particular statute, a appoints certain
judges to execute it, still the jurisdiction of
the ordinary Ols. of Justice is not excluded.

There is the creation of a new jurisdiction, and,
not with the former.

And as also if a state makes that
all crimes of a certain nature, which be tried by
certain judges with the jurisdiction of the Ols.

Such an offense had excommunication of more crimes
will retain the same as before.

The reason is that the amount
and established jurisdiction of a Ols. is not
as is showed by implication. But if a state
creates a new of offense, and establishes a Ols. to
Municipal Law

Authority is conferred by Stat. 26th. 6th. 1664.
Jurisdiction it is, the better against others to be obtained.
But if it will be subject to that new jurisdiction only.

There are some distinctions to be observed in each case.

If a statute confers an authority or power upon any person, affecting the property of individuals, that authority must be strictly pursued, and it must appear upon the face of the proceeding, to have been their strict and absolute pursuit or the whole proceeding will be void.

If a statute confers authority upon a body of men or group of persons to act in the name of a majority, it constitutes a certain number of that body a quorum; it has been a question whether an act by the majority of the quorum, but not of the whole, would be binding. It seems to be the better against that the act of such a quorum does not bind the rest.

If an authority of a private nature is conferred by statute upon two or more persons, the authority is joint and not several unless otherwise expressly stipulated, and consequently will not survive after the death of either of them. All must concur in the act or it will not bind.
Municipal Law.


Part if the authority is of a public nature, it is general and will therefore survive; the persons thus enabled become officers, provided the authority is general as well as joint.

But if all the power thus conferred under the power thus conferred Act 101, 102, 103 of a public nature, the act of the majority of those present, at the act of all. If one dies, the act of those who remain is valid, but if one is not present, the act will not be binding.

In the case of corporations, the rule is somewhat different; the majority of the corporation present however shall be the number bound the whole, unless there be some express provision respecting it. This rule presupposes that all have been legally summoned.

Of pleading statutes is the mode of invoking them.

To plead a statute is merely to state facts which bring the case within it.

Courts upon a suit consists in an expression of the party who holds the form, or form, or statue.

Pleading a statute consists merely in quoting its contents, it is distinct from the two former.

Sometimes, statutes are pleded in recehing

Then, it is necessary to show all the private nature
Municipal Law

Pleading Statutes

The first general rule of pleading is that one must take notice of a public statute. If a statute is not to be set out in the book, it must be specially pleaded, 2 Mer. 440. In case, however, it is not pleaded, it is presumed to be known to the court.

A public statute may be the basis of a private statute. A public statute may be the basis of a private statute. If an action is to be founded upon a private statute, it must be pleaded first.

A public statute when required to be pleaded never need be recited, it is presumed to be known to the court. Never to recite. If a provision or the judge is to presumed to know these, as part of the general law.

But in case of a private statute, it must be recited as well. When the action is founded on the public statute, it must be pleaded.
Municipal Law.

Meadow State.

The miscarriage of a public suit is so more
careful and after verdict. It is never necessary
for a party to recite it lest if he will and
miscarried in many cases it will prove fatal,
but it is said that that is not the case if
the miscarriage is on an immaterial part.

The true rule seems to be that the mis-
carriage of a public suit is not fatal unless
for the party pleading. If this himself is to the
party in the suit adverse in the suit as recited, and the words verdict, statisli-
if he makes use of words of reference to
the suit, he binds himself to that a mis-
carriage will prove fatal.

But if a party miscarries a suit and
concludes by the suit in the suit generally
the suit will be officers take notice of the
proper construction of the suit.

On the other hand, the miscarriage
is not so fatal if after a verdict
on or demurrer, for the judges do not know
it officially. The are bound to decide upon
the suit as pleaded unless the opposite
party takes advantage of the miscarriage by
pleading, or crave any recite by either on the
record or their decision.

But even a public suit which is to be used
for the purpose of defeating a specialty,
must be specially pleaded.
Municipal Law.

Pleading Stats.

What is the party must plead the facts which are the case. Within the statute, and not upon its face. With those upon it in the general phrase. The Bollard, Bollard, R. & Salk. 501.

reason is that the statute would not support the general phrase.

This however not the rule in Con.

The deft may rely upon the statute in the general phrase, what otherwise from the Bollard created by the statute. Believe there is any special mention in this.

In disclosing upon private matters, it is necessary to recite them substantially, the other not necessary to recite the words verbatim, but the content must be recited.

It is never necessary to recite the statute of any statute, public or private. The case Bollard v. Salk. is that neither the preamble nor title is any part of the law. If it is unnecessary to state the title, it was once held that La. & M. 62. The memorandum of the act title was mere paraphrase and of no effect, but now it is not. What it is fatal.

In any the recital of a statute under C. P. 211, necessary must contain the date of the act of the C. P. 252, act in the place where otherwise it would contain 274,靴, and general denominar. Have never known Wood & 243 in our practice and whether the
Municipal Law.

Pleading Stats.

Place has been mentioned.

Whenever a private Stat is pleaded the opposite party may plead non est locum but, such a plea, as to a public Stat, will not be heard by the judge as to known to officio.

It is a general rule that in declaring upon public Stats it is not necessary to count upon them.

In this rule there certain exceptions.

1. If there are two concurrent remedies under one at 6, and one by the Stat, the Deed must upon the Stat must count upon it.

2. In actions on penal Stats it is necessary for the prosecution to count upon it.

2. Hawk. 255. 2. No, a public one. I find no reason why.

1. Heat. 103. For this I believe there is none, it is now necessary because it has been long practiced.


3. 2. Ent. 255.

4. 2. Ent. 126.

5. 2. Ent. 636.

6. 2. Ent. 504.

7. 2. Ent. 505.

8. 2. Ent. 124.

1. 2. Ent. 259.4

On Deaction.

1. Not Q. 85.

2. 2. Ent. 85.85

3. But by action necessary to pleading the Stat to count.

4. 2. Ent. 445.
Municipal Law.

Reading State:

case is such which requires counting upon the law, counting upon the former only, is not sufficient. In that a that only contains the law, the latter nearly contains the sanction of the same. The first therefore must be counted upon.

If in prosecution you that unless it is an offence only at C, if in the indictment, a fact should be it must be counted upon, such count

32 Count

Chap. 32.

Sec. 115, 116. But I do not think that it would be

Section 115

and as surplusage upon special demurrer, no I would in a general one.

An important rule in prosecuting

on public statutes, is Most exceptions as the

enacting clause must be negatived, and the

omnibus of this is such an inculcable

defect that nothing can arise. The reason

is Most the clause containing a description

of the offence, a therefore the exceptions

must be negatived

About exception in a distinct clause

need not be in the negatived. In that the

exception constitute no part in the descrip

tion of the offence.
Municipal Law.

Pleading Statutes.

September 14.

The cases of this kind are very numerous. In these cases, if the defendant is absent, the same rule holds. The same rule holds in public crimes. If the same rule, in the same crime, he may be taken to the Cte., if he can support his action at the Cte., the words controverted must be rejected as surplusage.

1 Hack 211.

The same rule holds in public crimes. If the same rule holds in public crimes. If the same rule holds in public crimes.

1 Hack 502.

1 Hack 211.

1 Hack 502.

If the same rule holds in public crimes. If the same rule holds in public crimes. If the same rule holds in public crimes.

1 Hack 502.

1 Hack 502.

If the same rule holds in public crimes. If the same rule holds in public crimes. If the same rule holds in public crimes.

1 Hack 502.

1 Hack 502.
Municipal Law.

Reading stats.

...not apply, and hence C.L. remedy may be pursued. There is much confusion on this subject. The only reason for their distinction that I can see is that in the former class of cases the offence is remedy are to enforce that they cannot be separated. But in the other the offence being in one clause and the other in another, they are separate.

These rules of the statute make the illegal which was not so at C.L. But on the other hand, if that which is prohibited by statute was an offense at C.L., the C.L. remedies may be pursued, although the mode of prosecution be changed and in the prohibition or enacting clauses, for here there is a remedy independent of the statute, which has newly provided another without taking away that which existed before.

If the statute creates an offense, and gives no remedy or provision C.L. will lend its aid to punish the offender for a

Bar 302.
302, 801.
2 Harv. 302.
4 D. & B. 292.

9 Bar. 247.
9 Bl. 633.
10 C. & G.
8 Bar. 290.

Mansmer. The rules are the same where the

4 Bar. 633.
Doug. 2. 25.

Dogg. 2. 25.

It is said in some of these as that an

no action on the statute. But I have said that

if must be pursued at C.L., the right given

by the statute, but the remedy must be C.L.
Municipal Laws.

Who may prosecute on penal statute.

It is the function of the law to punish the violation of its provisions. It is the duty of the law to be enforced by the proper authorities, whether they be public officers or private individuals.

Public offenses cannot be prosecuted by private individuals. The law provides for the protection of the public interest, and the enforcement of its provisions is the duty of the public officers. In cases where private persons are injured by public offenses, the law provides remedies for the recovery of damages, but these remedies are limited to the amount of actual damages suffered.

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The law of municipal action provides that the public officers shall have the right to bring actions in their own behalf, and that private individuals shall not have the right to bring actions in their own behalf.

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The practice in municipal courts is for the public officers to bring actions on behalf of the public, and for private individuals to bring actions in their own behalf, in accordance with the provisions of the law.
Municipal Law.

Qui tam and prosecutorial actions.

It is called a qui tam prosecution from the Latin words used in the process.

There are two types: either by action or by information. The difference is that a qui tam action is carried out by civil suits, whereas, in a qui tam information, it is a criminal process.

A qui tam complaint is therefore accompanied with a forthwith proof, whereas, in informations, it is a subsequent criminal prosecution. In the latter, the qui tam process commenced as a civil prosecution, as a qui tam action.

In action brought by an individual on his own right, that on a penal statute is a civil suit. There are important consequences.

Prosecutions qui tam are generally on penal statutes to recover a penalty or forfeiture. They are generally treated as civil suits, because they are penal statutes. They were not known in English law until the end of the 19th century, when very rare.

A popular action is one brought by anyone, who will sue for the penalty incurred by the violation of the statute. Sometimes the whole penalty is given.

An example is the prosecution of a public officer for breach of trust, if the penalty is a fine only, but in either case the action being given to any person who will sue, is a popular action.
Municipal Law

A popular action may then not be a qui tam for the whole penalty may belong to the private owner and a qui tam may not be a popular one as the right of prosecute may be conferred on others as to the party injured.

If an individual is criminally injured by an offence prohibited by stat, he may have an action for the private remedy by an action on the statute.

And whenever a statute prohibits or restricts any thing for the advantage of justice the statute may be for the private remedy upon it. The action must be of the nature of an action at law, and no specific remedy given by the statute. When a statute inflicts a penalty upon any one for the despising another of his right to a benefit or interest or does not appropriate the remedy to the party injured the penalty belongs to the injured party and may arise an action at law to recover it.

As to the question in what case a qui tam prosecution will lie, there are several distinctions. If for an offence immediately injurious to the public only, the statute gives the penalty or part of it to him who will prove for the offence any person who procures for it, is a qui tam action.
Municipal Law

The term prosecution, etc.

In a case of this kind where the whole
offence is gross, it is as no frivolity in
saying the action qui tam. What it may
be of, however, in many cases,

The rule is, the same where a fine
is inflicted, to be given to the King or State,
and a certain sum to the prosecution. The
action is a qui tam. Here: In these cases,
and one has a right to prosecute, for by con-
derring the prosecution he acquires an interest
in the penalty to be recovered by him.

But in cases where the offence is
exposed to the public only, no one can
prosecute as an individual, unless some
one see any or penalty is given to him for
prosecuting the offender; for he has no in-
terest in it.

But on the other hand, if the Statute
prohibits an offence injurious to a
individual as well as the public a
qui tam or penalty, part of it or dam-
ager, or even that the Statute gives him an
interest at all, it is said that he may and
ought to bring a qui tam action; for he
has an interest in the prosecution, for he
may be interested in the penalty or damages
or profits are given by the Statute, he has
amply as right to recover them.
Municipal Law.

Qui tam prosecutions.

I do not see the propriety, because of injury by a qui tam action, where the whole penalty or rescues is recovered by the party injured, or where the profits are awarded to him. This penalty proceeds to the king.

The rule is said to be the same, that a penalty, or other remedy, is expressly given to the party injured.

If a penal statute expressly allocates the penalty to the party injured by the offense, he may have an action on the statute, without joining the king or public.

Generally, where a fine is given to the public and a civil remedy to the party injured by an offense, the fine is inflicted of course on conviction on the civil action; as at O.K. whenever a debt was committed of a trespass or a capital shot fine was imposed against him.

We have several states of this nature as against defamation, breach of peace, malicious prosecution, etc. This practice has not been adopted here, unless the plea in the action moves for the infliction of the fine. Actions for these causes are generally brought at O.K.

When no form of action is prescribed, the recovery of a penalty imposed by statute, the issue is whether the proper action is debt. This sounds in contract, and is called, between the plaintiff and defendant. In fact there

September 15th

Act 31, Sec. 2.
Actions on real statutes.

was nothing like a contract. The reason is this:
by the commencement of the prosecution the plf
became entitled to a penalty—he is therefore a de
fendant, and hence this form of action is deemed pro-
per. Of course questionable then, whether upon strict
principles indubitability against it would not lie
for it is a general rule that indub: ap: will lie
unless deb: well.

Indebitatus assumpti has been held in by
lie to recover a fine imposed by a corporation.
In law this action has been restrained to recover
a penalty.

If a penalty is given by stat. prov. to the
king, a party to the prosecution, the king may proc-
ocute & recover the whole. The reason is that the
part allotted to the prosecute is given merely as
an inducement to individuals to prosecute for
the king & not as an indemnity for any injury;
but the king is his prosecute himself.

A bona fide conviction on a qui tam pros-
secution, either by action or information, is a
bar to another prosecution of the same sort, or
even to a public prosecution, for it is a reason that
no man is hence liable to conviction for the same
offence.

And on the other hand, a bona fide acquit-
lal is a bar in the same manner, to a subsequent
indictment or prosecution. This acquittal proceed
Municipal Law

Actions on penal laws.

If the grand jury returned a verdict of not guilty the party acquitted is not guilty. If the conviction or acquittal was by colloboration it will be of no avail.

In a conviction or acquittal on a prosecution public is a bar to a qui tam prosecution for the same offence.

It is incorrectly said in one book (p. 18, 12, 24) that the pendency of a qui tam prosecution is pleadable in bar of a subsequent prosecution. It is not.

It is plauisable to believe that the rule in civil actions, conviction or acquittal are pleadable in bar.

A person claiming a penalty or sum of money under a penal statute which gives the penalty to the prosecution has no right to it, till he commences prosecution, that gives him an indebted right.

It is a right given by a statute, and the rule is otherwise. Hence the party injured has an immediate right, upon the commencement of the suit.

In the case of penal statute however, giving the penalty to any one who shall prosecute he who commences the prosecution acquires by that act an indebted right, which is consummated by the judgment.

It follows that whenever a statute gives a popular action, the injury may have an action by releasing the penalty before any one has met it.

But after a prosecution is commenced by the individual (p. 18, 18, 20)
Municipal Law.

Actions on Personal Statutes

2 NComput. 392
2 NComput. 487
2 NComput. 687
2 NComput. 392
2 NComput. 297
2 NComput. 392
2 NComput. 53
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Actions on Personal Statutes

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Municipal Law

Actions on Penal Statutes.

The restraint of this statute should not be subjected to trial. It is provided by 18 Edw. that the prosecution in a popular action shall not commence the suit, until after answer made, nor therein less than the suit of the deed, on pain of penalty. This statute introduces a positive rule, and cannot therefore be in accordance with the deed, and I suppose would not be binding here not being made sufficiently early.

When composition is made by leave of the court under the statute the king's part is to be paid into the court. And as on the one hand the king cannot release the penalty, after action brought, belonging to the prosecutor—so on the other, the prosecutor as it could not release the part belonging to the king.

If the king in a popular action dies, withdraws, 2 H. 2, 96, or suffers a non-nquit, the public prosecutor may continue the suit, or commence a new one.

And where the action is given by the statute to the party gains by the offence and the king, or releases or becomes non-suit during the suit, the king or public prosecutor cannot proceed with it. In the penalty which belongs to the person, it cannot go to the king, nor can the king prosecute to his representative.

When several persons are convicted of an offence in a popular action, the penalties only can be inflicted on the whole; but where several are convicted on a public prosecution, the penalties are inflicted...
Municipal Law.

Actions on Penal Statutes. on each. The reason is said to be that the former is a satisfaction, and the latter a penalty. But I conceive the distinction to be founded altogether upon the different forms of the two proceedings. The popular action sounds in debt, but the public prosecution is founded not even in fiction on a debt, but on the offence. But the debt where the debts are joined in the action must be joint and not several.

In violating any rule of municipal law, several acts may constitute but one offence, when they are of the same kind and all connected as under the bye-law against Sabbath-breaking. It has been held, that labouring two or three days is but one offence.

On the other hand, one indivisible act may constitute more than one offence e.g. if a man should commit murder in the presence of a judge, he is guilty of a murder, and of a contempt also.

In popular actions in Law the party entitled to no costs unless given by Stat. But where the penal or civil is given to the party named, he is entitled to costs of course, as on a verdict in an

In Court, in even mixed actions, the plaintiff has costs, if he recovers judgment.
Master and Servant.

Pledge of Servants.

A servant is one who is subject to the person or authority of another. A master is one who exercises that authority. The authority exercised must be personal. Thus every minor child is the servant of his father and every slave the servant of his master.

The authority of the master is generally founded on some compact between the master and the servant, or quarant of the servant.

The lands of servants known to the law of Connecticut are in 21. 4. Poore. 2. Hopkins, 8. Davenport, Vol. 232 p. 242, 244. 2. Dog Labourers. 5. Agents and any hired. 5. Debtors at large in servitude. The first and last of these are not done to the 3d Law of Eng.

Law. It has been doubted by many whether slavery has ever been legalized in Rome. The doubt, however, seems to have arisen rather from ambiguity in the statute than from facts. Slavery can only be legalized if it is true, either by some principle of the natural law — of the common law, or of one own local law of and perfectly satisfied with Judge Blackstone's arguments. 2. 2. It must be shown that slavery cannot be justified by the 2d. Benjamin 211, 223.

Can slavery exist by contract? A man has no right to dispose of his own life — nor can he be allowed to make a sale of his liberty, i.e. his free agency. And in such a contract, the parts can have no right of property, there can be no consideration in the sale of his liberty. There is no doubt, but that one may
Slavery.

and himself to one another even to life. For this reason, disposing of his labor.

was slavery on the principles of natural law, be created by birth, of parents who are slaves? This cannot be suggested since on the former principles the parents could not be slaves.

2d. The common law does not clearly recognize any species of slavery. Indeed, as stated at the outset, the local laws of foreign countries in favor of slavery cannot be enforced in England. Indeed, it seems to us will settle that a foreign slave landing in England becomes free and is entitled to the protection of the rights of personal liberty, person, and property. The villagers in England under the feudal system were not slaves, but were to a certain degree protected.

There is no such thing as such thing as written in England. The statute was abandoned at the restoration by statute twelfth Ch. 2.

3d. In slavery legalized by our own local laws. It seems so clear that if slavery was ever legalized by the laws of any country, slavery to a degree has been legalized in const. For states upon state has been made certain, upon the existence of slavery in const. We have indeed no judicial decision to the point arising upon a laborer's caper, but there are decisions recogniting the doctrine that slavery may exist. It has been decided in this state it is true that a master cannot maintain a slave for his slave - because the master cannot have an absolute property in his slave.
Slavery

Our master of law has determined that a slave may be sold, take an execution. Does not this necessarily recognize the existence of slavery?

Yet absolute slavery however never did exist in Canada. The master has never had any power over the life of the servant, it has been admitted that the slave may hold property, sue even his master by his next friend.

The marriage of a female slave, with the consent of the owner is given to be an emancipation.

But by the marriage the slave contracted a new relation from which new duties resulted inconsistent with a state of slavery—by consent of the master.

I do not find any case of this description decided L. & T. 187, 190; nor is it vellina under the federal law. In the case

in Lit. cited, it does not appear that the marriage was by consent. But by the general law a wife was emanc. 10 S. & T. 195.

expected during lifetime of the master a freeman, & R. & B. 194.

power of the master decided.

can an illegitimate child be a slave by birth? By the civil laws, the child of a female slave does a slave of which a by immemorial usage their rule has been looked on.

In the English law of wills, the condition of a child belonning to a slave, but at 190, 194.

coming to their law an illegitimate child is their subject, therefore it cannot be shown that he is the son of a willer.
Master and Servant.

Aristotle.

Slavery is not strictly punished by law, but is a kind of moral vice. The punishment of theft is also a moral vice, and the punishment of murder is now prohibited by the laws of the United States and of all the states.

But the private slavery cannot be defended on the principles of natural law, yet it seems to be conceded that offenses may for a time be done to a slave. In slavery is the public.

2. Apprentices. These are so called from the French word, because they are not generally issued for a term of years to learn. They are usually bound to masters of the mechanic arts and those arts who are not always.

An apprentice cannot be fined even as a law except by deed. A bonds contract of apprenticeship is not binding. I do not know how certainly the idea of the distinction between apprenticeship and servitude, who may be bound by a deed. An apprentice, however, that the rule was adopted out of regard to the excessive strictness of the necessity of apprentices.

As a contract of apprenticeship cannot be made without a bond, so neither can a sufficient contract of apprenticeship be continued into a hiring by the year.

Suppose a servant thus bound should leave the service of the master. He cannot be required as an apprentice or servient as an servant or of any other description.

It is now settled that it is not necessary to stay in the slave the more apprentice, if the duration abro...
Apprentices:

It is provided in several statutes that the children of paupers may be apprenticed and to the overseers of the poor with the consent of two justices of the peace, unless the consent of parents is given or when they are offered and bound to receive them.

The same statute declares providing that the children of paupers living idle and misbehaving shall not have "poor children living idle and exposing it want" a 2 Edw 6. 1662 any children incompletely provided for by a guardian who stubborn and unwilling may be apprenticed out by it.

All servants except apprentices will be entitled equally to wages for their service. In Case the wages which of servants in hundred were made uniform by the inhabitants of the several counties, 40 shillings while described were selected by contract.

Apprentices are generally entitled to no wages which fluctuates at the will of the master. Statute 3 Wm. & Mar. 1754 orders no apprentice to pay a premium to their master.

By statute 16 & 17 Vict. children are enabled to bind themselves by indentures of apprenticeship. But as the statute does not in terms provide that the indenture shall be made in his own name, it has been licensed that he is not bound by his indenture until he can sign.

He shall not be bound by implication of his privilege.

It only affects the indenture, that while the relation continues, 37 Geo. 2. 1759 both parties enjoy the rights and duties of the former, and to effect from the relation. The notice to be given to his master the full term shall be six of his time.
Hence it appears no such act, that of the giving or quartering prior, is in the statute. It is known by this covenant, and it has been always understood that in such case the master or guardian was bound by the covenant that the apprentice shall faithfully serve and perform the duties for which he is obliged. But it has lately been doubted in Mass. That the fact of the master or guardian has only binding by these covenants, which stipulate in Acts to be done by himself, and that the covenants in the performance of the master are covenants of his own. These doubts of the correctness of this doctrine in the case in Enos and the indenture was different from the one in Mass., there the parties obligated themselves respectively for the performance of all the covenants so, and it was thought said it was so clear for argument.

In Jewish indentures by reason of sacred law they are not bound by the form of the indenture; but the performance of the duties of the apprentice.

In the statute, the respective rights of master and servant, that abuse of an apprentice is your cause for his leaving her master. An apprentice is not bound to serve a master who violates his duty by regard to him.

An apprentice, if it is said cannot be discharged any otherwise than by this, for it is a rule that every agent or negotiation must be discharged so
Apprentices.

Agreements are obligatory. I trust, however, that the rule
under which agreements are executed, or a breach of
such only, that is done, as it lays down the rule that this
labour of master and servant must be performed by mutual
consensus. This is analogous to the rule in other
cases of bondage. Hence cannot be discharged by a valid
agreement unless executed, or acted upon.

And it has been held in two cases in Conn.
that a master having discharged his apprentices by pa-
sent, could not maintain an action on the covenant, that
the apprentice should faithfully serve. For the general
principle is that the law, general rule must be true,
in the extent, these cases could not be law.

The rule at any rate can only, relate to those
cases, where the indenture remains with the master.

Cancelling a delivery, up the indenture will dis-
charge the apprentice, for the deed no longer exists as a
deed.

It has been said that the bankruptcy of the master
was fact, discharges the apprentice. With the rule in that respect.
the bankruptcy does not of itself discharge, but the sec-
mon of such case will discharge, of course.

Where an statute any apprentice may be
enforced in the County Court for default of the master. Act 294.
The other have ensued to the same extent to punish the
absence of misconduct to his master. Therefore,
may be done by the guardian deputed, or in some cases
newly功效, a due justice with an appeal to the
superior.
Apprentice's

returns, when the apprentice was bound to the master

of the justices. But where the building was in the

father of the apprentice they have no such power in

England.

On the usual form of indentures there is a con-

tract that the apprentice shall not contract mar-

riage, without the master's consent. It has been held

however that if he does the master cannot turn

him away, but only have his remedy on the con-

tract; for a loss of service does not necessarily follow

from the marriage.

An apprentice is not in the Rom law answer-

able by his master, because the contract is not an

bargain, or personal confidence. (The rule is different

by custom of London.

Hence, upon a controversy between master

and servant referred to arbitrators, as before,

that the servant shall be assigned to another servant

at Rom law, unless by consent of the servant.

But that an assignment does not at the same

time transfer the interest of right in him, nor is it good

as a covenant in against between the master and

the assignee, that the words used are words of

grant or assignent merely. And if the apprentice does

not reside according to the assignment the assignee may

have an action at covenant, broken against the master.

If the apprentice does reside under the assign-

ment, he acquires the rights of an apprentice.
Apprentices.

The assignee cannot use the apprentice or his guardian in respect of the apprentice to run him in. By the master cannot assign his right to the apprentice, he is bound as a general rule on the same principle to keep him under his own care. It is not at 384. liberty to rent him away even to increase, unless the nature of the business requires it on account of consent. Hence a wager rule sent his apprentice to operate in the army, was held to have violated his indenture.

By the same general principle that the contract was fiduciary, the executor of the master cannot hold him after the master's death.

It has moreover been held, that on the master's death, the executor is liable on the covenant to teach the apprentice, if bound to procure him instruction. This is repugnant in the same rule that a master, the master cannot assign the apprentice, and has been since denied to be law.

Whether the master's exact is bound to turn the apprentice with other masters is a distinct question, the current of authorities seem to make him liable. The contract to furnish necessary is not fiduciary.

If the covenant mentions the exact, name the ward seen exactly, agreeable to the intention of the parties, but when the representations are not named, should whether this was the intention, and whether on principle the executor ought to be liable.
Apprentices

The contract for apprentices is made on consideration of the service of the apprentice. If a premium was given then only may be a difference.

Where a premium was given by the apprentice like the English law that leaves a number of cases.

A premium is a part of the premium to be restored when the master dies during the term. Indeed in one case the boy had received a large part to be restored, when by a clause in the indenture a small part only was stipulated to be restored. This seems to be a violation of principle.

Now when the name occurs in the agreement it is a violation of part of the premium. The name has been one of the master's becoming bankrupt.

And it is now a settled rule that in the indenture apprentice is purchased by the master and in the indenture was also a part of the premium to be restored. This has never been done by the Court of Chancery.

Whatever the apprentice earns in his labor during the apprenticeship belongs to his master, even the he wants of without the master's consent.

An apprentice's indenture will support the master's claim while the apprenticeship continues. In the indenture was no division. In the apprentices, must not void himself of the character and privileges of an apprentice, without being liable to it, etc.
Apprentices.

If the said master or servant be taken or in any other form of action against the employee.

But in case of an actual seizure or arrest, the master is not entitled to wages, unless by his own consent. The master's remedy is to sue in such case against the employee as by an action on his refusal to pay the wages for the service of the employee, unless the employee knew that he was his servant, or by an action in breach of contract against the servant himself.

The master may always maintain an action for breach of service against the person who sends away his servant. A journeyman is a servant within the word.

For taking away one's servant by force this-DR. NO. 15.

For enticing his away, the action must be brought in the county where the person lives. The master's remedy is said to be the wages. The master must sue in the name of his master. It is a mistake.

By what is found of a servant a�とerve by a master absent, the time of his absence. The master may be taken and brought back by force, or may be employed to make search and arrest him.
Master and Servants.
Manuel servants — Day Labourers. — Agents.
Manuel servants — These are the servants who in common language we called domestics being employed in a master's house.

Do be there it is a rule of law, that if the term of service is not fixed by the contract, the hiring is construed to be for a year, on the equitable principle that one shall serve some like other men, have thought the service reason. This rule has gained is not known to our laws.

In lieu of that a servant cannot in certain cases leave his master without a quarter's notice or Day Labourers. — There are no general rules applicable to these exclusively, except in law or statutes. These provide that all persons having as minors, master may be compelled to labor and the juster settle their wages.

Agents. — Factors, broker, stewards, clerks, ship's masters, &c. All these are servants in relation to such acts only at, are fees of their employers. The employer furnishes the same general contract over servants of their chief as the master has over common servants.

They are bound however to act according to their contracts.
Master & Servant.

Factors.

September 18

such a number of cases, that it is difficult to
see why many general rules applicable to one.

The rules are generally laid down with refer-
ence to each particular class.

With respect to brokers, factors as the most
comprehensive rule so far their agent to raise their
commissions strictly, this rule is applicable to
taxed generally. If they do thus, they are not
liable to these principles as can of accidents or.

A factor is a foreign commercial agent or
naming in a different state from the principal, a
brother sister, from a factor in that he resides
in the same country with his employer.

A factor may retain the goods of his
employer not only to satisfy his account on
those intermediate goods, but to pay his employ
the compensation in any other transaction. Book 2 BR 182.

by giving up the hypothec of the goods. The

when in lost, seen of the owner.

The reason why he never his have given
up as the transaction, to that actual, from which
is essential to a pledge of personal property, and,
left the same as indubitably defined of the

The factor has the same lien on the place of goods of the hands of the person to whom
Factories.

Sec. 207-9. He has sold them, and may compel their owner to pay him the money.

And the factor can foreclose on

The principal's goods, if they come into his actual possession, or where they are for a specific purpose.

Suppose then the principal to sell goods to the factor, who receives a letter of

The principal gives a written direction of quantity, and the goods having come to the factor, he has no lien on them. These rules are a part of the law on

The Law is a law.

According to the rule that the factor must pursue his commission, it follows that

Can, by which, he gives more in the purchase, or by which

In quantity, those orders, his employment being directly the contract, if he purchases a greater quantity than he is authorized to buy, his commission, the principal will be bound only to that quantity which he was directed to purchase.

A factor has no right to make the goods of his principal for his own debt; for his own

Is a personal right, that cannot be transferred

Besides that it is strictly known to the

Invoice of the factor, and if he does not find

Article 14, 15. At the action of trover against the

Person, upon tendering to the factor the sum due to him, but a new description he tendered.
Whether the factor may pawn the goods for the debt of the principal, or has not should I know been settled, but I see no reason why he should not.

A factor may however sell the principal's goods, for he cannot pawn them for his own which. In that respect, he supplies

He may sell them in his own name to the purchaser in his own name for the price. He may not disclose the name of his principal as a common fraud. The reason then why he may sell in his own name, appears, 1. 16th Oct 1821. 21st. 3. 20th.

That he has a beneficial interest in the sale of the goods, viz the commission.

But I suspect that the strongest reason why he may one is because he sells in his own name.

The same rule holds as to brokers etc. of others on freight. They may sell the goods and maintain an action in their own name.

An auctioneer also may sell in his own name, being a species of broker.

And the rule holds that the goods were known at the time of the purchaser to be such to answer.

In each of the preceding cases however the action may be maintained by the principal.

The rule makes an except of his action, that he cannot maintain the action because he who first buys, the action is entailed to the remainder.
Master & Servant

An auctioneer is not bound to sell goods to the highest bidder. It sold for a lesser price than the owner directed. The reason is that such a direction is the owner's request and not to the general principle of selling up goods at venture.

The rules however, as to be taken with this restriction, if the principal directs, the auctioneer to sell them up at a certain price, and he sells it up for a lesser sum, and it is bid off for less, the auctioneer is liable to the principal.

An attorney has a lien upon the papers and judgment of his client for his fees. I may direct the adverse party to pay him the costs. I sell his client, I file that party does not much difference. Turn over to the client. The attorney may come upon him for the costs notwithstanding.

This rule does not apply to a counsel. See 4 122.

This rule does not apply to an attorney. And this right of seller does to an attorney. And this right of

The attorney is subject to the claims of the adverse party in his check.

It is the mode in which an attorney must be made, in which an attorney must execute instruments in his client's name. See 3 122, 2 122, 1 122.

An agent for the public contracting as such, is not personally liable on his contract.
Master and Servant.

Debtor assigned in service. D.N. 153. 674.

The remedy of the other party is a claim on the government itself.

This point has been decided by the Milt. Pramlo.

In the case of the Hon. P. Dexter.

Thus far as to the debt claim.

Servants of the last class are debtors assigned in service, this is unknown at law, a created by a stat. One stat exacts if a debtor be

labor by execution, and have not estate suffic

to satisfy the debt, he may be assigned to labor for the app. thereof. In the construction of this law, the court has been holder that the debt must be

four months and the claim executed. And

Men of the 40 Weeks proper to assign him in service, the estimate his labour, and then he may be assigned for such a period that

the value of his labour may satisfy the debt + costs. This practice is now known very unusual. The law will take a great number

of considerations into view, in order to avoid it, the stat is now a mere dead letter.

The authority of the master in this case D.N. 674.

must he merely personal, he cannot trans

fer it, it cannot be transmitted or it cannot descend.
Master & Servant.

When the master is bound by the acts of the servant wherein he may take advantage of it, the general principle that regulates the law on this subject is, that those acts, which are done by the command of the master in regards or similar to the acts of the master.

And all acts done by the servant in the performance of the business for which he is employed by his master, are considered as done by the command of the master "qui pro fidevi."

Whatever the servant does by the express command of the master, whatever the master expressly permits him to do, whatever he does in the general course of the business, a general authority given him by the master are all acts of the master.

A contract made with a servant as such, he having authority to make it, is made in legal contemplation by the master himself.

On the other hand, if the servant cheats out of his master's property, the master may recover it out of the hands of the wrong doer. If a servant is robbed of his master's goods in the absence of the master, not the master or servant has have an action against the wrong doer.

If the servant has its own, it may be founded on his honesty, given to his master.
Master & Servant

General Rules.

This I conceive to be incorrect, for the general rule is that the servant is not liable in all cases, be in pursuance not liable.

The true reason is that the goods are contrived as the servant, and against all persons except the master, which principle holds of all bailees. It is also highly expedient that the servant should have the right, but one only can receive it. As all these persons a bad faith of possession of goods is considered as conferring all the rights of ownership.

And in this case a recovery by the master will be for the other. And the commencement of the action by taking of them will prevent the other from prosecuting.

When a servant is a declarer of the negotiation as of his own goods. But if the servant is sold in the presence of the master, the latter only can maintain the action; for then the goods are considered as having been taken from the master. If the master's money is gained from the servile by an illegal contract, the master may recover it, and he lose it by gambling, but if he squanders the money, there being no fraud, the master cannot have a remedy against the receiver, but only against the master. Must if the receiver know into the
General Rules
must procure the money, it will be considered

Liability of inn-keepers for the acts of their
servants, is considered under the title of Inn-keepsers, etc.

If a servant does an unlawful act in the command of his master,
both master and servant are liable, either on a criminal pro-
secution or action by the party injured. The servant bound to
obey only the lawful command of his master.

But if a servant in obedience to his master commands does
a wrong of which he was ignorant, he is not liable unless
there is some culpable negligence in him. His ignorance
must be as to the fact, and not ignorance of law, for
ignorantia legis neminem excusat. The reason why the
servant is not liable is that he is an involuntary agent.

As if the master failed in privity and quiet the key
of the door to a servant ignorant of the fact, the
servant is not liable.

This rule however in the terms of it may be liable to mis-
interpretation. It can apply only to acts in themselves lawful.
It does not generally hold if the act done is itself unlawful,
or if it constitutes a feasible injury.

So in such cases the law does not regard the
intent, unless a civil remedy is sought. As if I detain my
servant that I am the owner of my neighbor's land, I
order him to cut down, he is liable as well as my
self.
General Rules.

When the act itself is unlawful, the sec. 186, R. 9b, for committing it, is liable for all the consequences. No acts of the servit which are not done by the servant expressly or impliedly are not considered as those the acts of the master.

Where the servit acts without the due order of the master, and not in discharge of any authority or business in which he is employed by the master, the act is without the consent of the master. The master then is not liable to injuries thus occasioned to third persons on his contract with him.

Suppose then that a servit leaves his business at the field to commit a battery, the master is not liable, not having directed the servit to do it. As if a minor child commits a trespass the father is not liable, there is no impose the master not to direct it. The parent is liable only for the acts of his child, on the ground of the relation of master and servit. If the servit without authority expressly or impliedly makes a contract the master is not answerable.

Upon this principle it has been decided that if a servit while performing his master's business, wilfully commits an injury upon another, the master is not liable. As if, for instance, his master's carriage, he should wilfully strike it against another and injure
Master and Servant.

General Rules.

If the master is not liable, for in the circumstances of that act he does not act in pursuance of his master's direction.

If he commits a wrong in discharge of his master's business, his master is liable, for he is acting in pursuance of that business, but if he commits a wrongful wrong, while employed in his master's business, he does not deserve that he is acting in pursuance of his master's business, but such an act is a deviation from it.

But the rule that the master is not liable for a wrongful wrong by the servant is not universal as will be shown hereafter. If the servant, in the commission of a wrong, violate the contract of the master the master will be liable as for a breach of contract.

In the other case if the wrongful performance of his master's business commits through negligence or want of skill, a wrong upon a third person, the master is liable. This then is a case where distinguished. When a servant under authority of his master not commits a wrongful wrong, the master is liable, but when it is a negligence or want of skill he commits the wrong, the master is liable. The master must not his hands are to careful service in the same manner.
Master and Servant

General Rules.

...
Master and Servant

General Rule.

Bought against the master, because his servant had wilfully driven his carriage against another and encroached. The decision is correct, and not cases should be brought. The reason for it is, it is half a acre, for it brings in the case, the master would not trespass, as such.

1716. The case was at the test of E.P. an accident. There was no ground that the servant had wilfully driven his carriage, the decision on the case, and not trespass, should be brought. There are confusion and the reasoning was correct.

1800. In this last case, trespass was brought for willful wrong, on the servant for driving his carriage wilfully against another, due to justly decided that the master was liable. This is now the rule.

It is somewhat singular how the principle has come into the law quartered in more cases.

Without doubt, when the master is liable for an injury committed by the servant, even a personal one, without any direction, the case must be brought for he is guilty of neglect. And not trespass for that would be to subject the master to an entanglement in the breach of the peace, to the entire of the servit, which would be monstrous. It cannot be subjected to such case to an entanglement.
Mastor and Servant

General Rules.

Where the action is brought against the
Mastor himself who committed the wrong, it
makes no difference in the law of action
whether the wrong was wilful or negligent.

or another servant who through negligence or want
of skill injures another the mastor is liable. March 22, 1831.

The case in which this principle was C. R. 41
intervened carried it somewhat further.

I have always had a degree of doubt
as to the correctness of the decision, as the
first servant was employed for that particu-
lar purpose, and not to have been vested
with authority to retain others. From the
authority it must be considered law how-
ever. In this case the action lie only a-
against the mastor or the immediate work-
er of the injury, the intermediate servant
not liable for he does not commit the
injury, nor does he employ the last, for
he employed him for his master.

The rule that the mastor is not liable
for the wilful acts of the servant, cannot
hold where there is a contract involved be-
 tween the mastor & the party injured.

Thus suppose a blacksmith's servant
at Shrew a lance full of coals being he & can
conceive the mastor to be clearly liable.
Master and Servant

General Rules

In all such cases, there is an implied contract that all due care shall be used, and if there be a deficiency in these respects, the master is liable for the breach of the contract.

I wish it, however, to be distinctly observed, that the master as I conceive is liable solely on the ground of the breach of an implied contract. If he is not liable for the want of skill or art.

There is a certain class of rules relating to the liability of sheriffs for the injuries done by his deputies and under officers, but as there is a distinct class of sheriffs and jurers, I will refer to that.

September 21st

A post master is not liable for the duties of his servants or subordinate officers. He has no hire from the individual who employs him to send the mail, he is paid by the public; therefore he is not liable as a common carrier.

But so far as the reason of his office

The 620

Are both from liability to individuals, as that he

The 100

Are a public servant, as he, more liable for an

The 122

Negligence of subordinate agents to

The public only.

Must last is liable for his own actual

Faults in the transaction of his business to
General Rules.

Indians injured. A man in public office, in pursuit of his public duties, acts under the responsibility of injuring individuals; by his own default, or by his agent, but he is not liable for the acts of such public officers, unless in cases where the public officer is injured or where the master's liability on contracts made by his servant.

Here the general rule is, the master is not liable by contracts made for him by the servant, unless the servant, in making the contract, acts with the master's authority, it being similar to that of an agent.

A special authority is one that is not confined to one particular contract but which extends to all contracts generally or all of a particular kind. Thus an authority to purchase necessaries for the servant is a general contract authority.

A special authority is one that is confined to one or more specific transactions. An authority to purchase a horse is not a contract authority.
Master and Servant.

Contracts of the Servant.

As if a master has prudently permitted his servant to purchase necessaries for the family.

And a special authority may be implied, the instances of this kind are very rare. As if the servant makes a contract in the presence of his master for him, his silence entails an authority given to the servant.

If a master, however, has made it a practice to procure and send his servant to purchase with ready money, that never permit them to purchase otherwise, he will not be answerable for what the servant may purchase on credit. For there cannot be less any general authority implied.

On the other hand, if the master is usually or frequently permitted the servant to make purchases for him on trust, the master will be liable for similar contracts of the servant. As the servant makes them to demand his master.

A permission, however given to the servant, to take with a particular person, agent, I will give him credit with A, and will not give him credit with the public.

But if a servant without any authority, in general or a special trust, goods for his master, which come to his use, the master is liable for them.
Master and Servant.

Contracts of the Servant.

Suppose, however, that in the last case, that the master had sent the servant with Luke 22:47, 2 Thess. 3:2, 8 Th. R. 703, 8 Mcq. 117, 3 188. 212, 3 188. 212, and 1 188. 212, and

took the bond, and that the goods came to the master's use who repaid the

money to have been joined for them. Will the master be liable? The answer would be that the master is not liable. I go upon the ground of the act, as it is not liable in such a case, except from his subsequent neglect. But here there is no such subsequent neglect, because he is ignorant of the contract. I ask who ought to suffer the master who employs the servant or the trader the latter clear. Why, there is no authority given to the

henchman, the master has done nothing which can induce the trader to imagine such an

act is his own fault if he

sent without my ground for it.

But if a master has permitted his

servant to trade for him on credit, he may discharge himself from liability to his con-

tract by giving notice that he will not be bound in such trade. But if he cannot then dis-

charge himself by private orders to the servant,

...can be discharge himself for a time

...such liability. In a periodical review

of the relation between himself and

the servant.
Master and Servant

Contract made by the servant.

The general rule is that the master, on
combining the seller and the description of the new
real estate between the master and servant, should
declare it to be as public as the credit was.

If the servant is making a contract
on selling property by the direction of his
master, makes a warranty, his master is
bound by the warranty, unless the servent
was expressly forbidden to make it.

And where the servent acts on a warranty for
the purchase or the public, to make a warranty
by the master for himself, and where
the servent acts on special duties,
the master is not bound by his warranty, for
then there is no general rule to give it to the servent
not to induce the purchaser to believe that the
servent was entitled to make a warranty.

If these principles be correct, the
the decision in the case
of Smith v. Smith appears to me incorrect, for
was this a man acting having a number of counter
feit jewels, gave them to his servent to carry
them and sell them to the king of Bar-
bary, saying nothing of their being counter-
feit. The servent, had sold them to the king, who
then sold them to the king, who were dis-
Master and Servant

Contracts of the Servant.

Some cases being counteracted, I compelled to admit that to refund the money, it came upon the obligation of the owner of the jewels to pay the money. 252, 121.

But it was held that the action would not lie, because the master had not given express authority to make a warranty.

But a concealment of defects is a warranty, and therefore the master should be liable.

Here is another case. If a master sends his goods to an auction house, knowing him to be no, to sell at a fair, but not in any particular person, that the master will not be liable, while if he had sent it to be sold to any particular person, it is said that he would have been. This distinction I conceive to be grounded on no substantial principles.

According to the general rule if a master sells goods for his master, a warrant to the master is bound to it. When the goods are sold to a person as a warranty. The master is bound to it.

Here is a general authority, if the servant make 357, a warranty. The master is bound to it. But the master should have made a private requisition to the servant, for the latter acts under a general authority.
Master and Servant:  
Contracts made by the Servant.

The servant himself is regularly authorized
2 Rol. 127, himself for the contracts which he makes
for his master. He may, however, subject
himself personally, by making a warrant
upon his own name.

And undoubtedly of the servant make
127 in the name of his master a contract which
128 he has no authority to make, by which,
his master is not bound, he is personally liable for.
But it seems to me
that the servant cannot be subjected on the
contract as a contract except in equity.

For the declaration it would aware the
contract to make be liable upon it as
a contract to be in his own name, whereas
the fact is that according to the terms
of the contract the master makes the
contract through the servant, and there
is no copy of contract by the servant himself
that he will pay. I suppose however that
the servant might be subject at law to an
action as the case for deceit, and also to an
action of trespass.

But how can this be enforced in
a suit at law as a contract — at Eq't of Equity,
can compel a party who has raised an ex-
ception, to perform what he has given to
the other parties to expect, so that
Master and Servant

Contracts by the Servant.

The law would compel the servant to do what
which he has given the other party reason to
expect that his master will perform.

A master, wife, child, rela-

tions or friends acting for him under a gen-

eral or special authority, are subject to the

same rule, as govern in case of master

and servant.

By a Util of Law, it is enacted at the 8th

year of any person permits his servant to con-

tract, that he is liable upon such contract,

and without such consent no such con-

tract is binding. Now the question arises

in what case this statute extends. It can-

not surely be understood to extend to every

case. I apprehend that this statute extends

only to raise servants, who are apprentices or

clerks, and slaves, to those only who

are under the master's personal govern-

ment, are exec to him, unless under age.

The statute goes upon the ground that it

is bad policy to permit the servant to contract,

but the principle cannot extend to all

kinds of servants. The words of the statute

"under the personal government," which in-

cludes those who are under the personal control

and domestic government of the master...
Master and Servant.
Servant liable for his defaults.

It was formerly held that the master was liable for all expenses incurred by the illness of his servant, but the rule now fully settled that he is not. But in case of apprentices there may he usually contract to bear such expenses but without such contract he is not liable.

Nor far the servant is liable for his defaults to his master or a stranger.

Now acts of the serv which are done without the command of the master being a implied are not to law the acts of the master. For these consequently the master is not liable and the serv is of course.

This rule applies to all acts to which the acts of the servant are not in the presence or discharge of the necessity or authority given him by his master.

Where a wrong is committed by a serv for which his master is not liable; the servant himself liable of course.

There are other cases in which similar injury by the acts of the serv may have their remedy against either the master or serv.

And the rule in these cases seems to be that if the serv in performing to his master's order suffers himself through negligence,
Master and Servant.

Servant's liability for his defaults.

If the remedy shall lie against either the master or servant.

This rule is to be taken with this proviso, that the transaction on which the said servant was engaged was not founded on any contract between the person injured and the servant. As if the transaction was with the master, the master may

have his remedy against the master only. 

As if the rent was negligently or recklessly made. 

If the master and servant are both liable. The servant because he is the immediate author of the injury, and the master having has a right to consider him the real party concerned, it is not known to enquire whether he is employed by another.

1st Part of the master or transaction in which the said servant is engaged or founded on a contract between the master and servant, as a rule, must be the master's remedy against the master.

And the master is liable upon a contract actual or implied.

Thus if a smith's apprentice causes a loss. 

my harm from want of skill, my remedy lies with against the master. How far the master has borne a remedy over against the said will be considered afterwards.
Maste and Servant,
Servant's liabilities for his default.

I suppose the reason why the servant is not liable, to be, that the employment being upon the contract of the master, if the contract be violated the master is liable for the breach of his own contract entered between him and the servant.

The acts of the servant in pursuance of the command of the master, are therefore in such cases becomes as if made and done with the master.

There is indeed an exception to this rule, in the case of the ship master, he is liable as well as the owners of the ship as the purchasers for his negligence or want of skill. This is in admitted except to the general rule, and therefore justifies it.

In all cases of this kind the touch points to distinguish a ship master from a common servant, and to make him as an officer. But the exception is founded on the principle of convenience.

And if any servant commits a willful tort he is liable in all cases to the party injured even tho' the business be transacted in which he is engaged be founded on a contract between the master and the servant. Thus if the master wilfully harm the horse, he is personally liable, but in the
cases, the servant is not considered as acting in the command of his master. It is an abandonment of the authority with which the servant is entrusted, a distinct wrongful wrong. The servant becomes, in so far as to acknowledge duty to his master as to the law, the master is still liable; and if the master had done so I conceive that the party injured may rescind the contract, and bring the suit against the master.

I have already observed that a public servant is not liable as such in contracts made for the public. But in pursuance of this principle, if an officer of the revenue, by mistake receive over-payment, the party cannot have his remedy against the officer, but must make application to the government.

But a public or official station will not pove a man from the consequence of his own frauds or unlawful wrongs. If he illegally extorts money, given another under colour of his office, for his own use, he is liable to an indeniataire a promit (or money paid a recoup). There, he does not act in his official capacity, but as an individual, under colour of his office.
Master and Servant.

Servant's liability to the master for damages.

If an attorney, as a part of his duty in his solicitor, practices in another case, he is liable to the injured party in damages.

And it is said that if an attorney knowing that the plaintiff has released the defendant and brings an action against the claimant in the same case, the attorney is not liable. The attorney is guilty of no fraud in this case. But if he acts in pursuance of orders from another, to carry a fraud into effect he is not liable. He is guilty of no fraud in practice, but merely under the law. To give him to enforce a fraud, and the court and jury must decide, and he has no right to dictate respecting the merits of the case.

Under such circumstances the servant is liable to the master for damages.

As to this subject, the general rule is that the servant is liable to the master for all negligence or neglect, and that the master is bound to give the servant for all useful service.
Master and Servant.

Servant's liability for injuries to the master.

Goods of his master were the master himself to which they became绝对的, and in such cases the master had might of correction is the only remedy to his master. And is adequate, for where no injury is sustained, no damages should be recovered.

But if the servile duty be any law ful command of the master, who sustains life.

The servile habit is damage to his master. The servile habit is damage.

The rule is the same, where there is a neglect of duty, a consequent damage, as there be no express command. But if one attorney neglects the business of his client, as if he neglect to appear at O'clock, and his client suffer a non suit, she is liable to his client.

The servile regularly undertakes only diligence and fidelity to his master, this is all that is supplied by law. One may expressly bind himself for more as that which he does shall be done small well. This rule is not universal, for if a man em- ploy a man at his footsteps, the last he does not take to engage that he will per-
Master and Servant

Servant's liability to his master for injuries performed with skill, but not necessarily so. But
leaving such excepted cases, we may say
the servant is liable to his master for many
injuries only as are occasioned by the want
of diligence or fidelity. Hence the servant
is not generally liable for injuries. Even
my care and fidelity are all that is required of him. Care and fidelity may guard
against an exposure as great as danger,
but not against acts of violence. Servants
in general are not liable for injuries occa-
sioned by those acts against which ordinary care and diligence are not a sufficient
guard.

And servants are liable even to the mas-
ter, whereas the master is liable to don-
cars for injuries occasioned by his servants,
We regard the negligence of the servant.

This rule however supposes the master
not to have been actually in fault; in the
wrong. He is indeed by legal fiction or im-
putation always made a party. But if he
was actually a party to the wrong, as an
agent or commanded the servant to do it, he can
have no claim whatever on the servant.

In such cases the master and servant are held
wrong doers, the law never admits any commu-
nication, nor rendre over of one party to the other of
one pull up lost.
Master and Servant

Master's authority over his Servant.

As to the question how far the servus is liable to criminal liability, the embasement of his master's goods, I will refer you to the title of Plautus.

Master's authority over his Servant.

The master has a right to chastise his servant for any breach or neglect of duty, as for disobedience.

But the correction must be reasonable, both as well as for a reasonable cause. There must be some proportion between the punishment and the offence. For an outrageous punishment, the master cannot be justified.

This right of correction does not extend to all servants. Those of the field staff are in general not liable to correction. They are servants sub menses only. The merchant's clerks, veneer, may be. But clearly doctors, attorneys, etc., are not.

In principle, I conceive that this right of correction extends only to those servants who belong in the character of servants to the master's family, and are subject to his personal domestic government. He, however, may not tell his wife to what clasp of servants the rule does extend. I say again, the master cannot by charter as patriarch, in the exercise of a sort of patriarchal authority, but may then chastise his slave as an inferior, as his human servant, as perhaps in other cases, his slave's wages as a slave.

Blackstone obiter that an apprentice is an

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Master and Servant

Master's authority.

A master is liable to correction, as also is a slave or any other servant of full age, or if his wife does it, the servant may depose.

The master can never punish the wounding his servant, under his right to administer correction to men.

22, 26, 27, 98. If, then, the servant gives his master an assault and battery or wounding, a the master must testify by a plea to the whole on the ground of his right to be as master, his plea will be bad for the whole. He should plead not guilty as to the wounding and a justification as to the latter, else.

When an action is brought by the servant, the master must state in his justification, the retainers of the servant, the place where, and the business as public, the servant was employed, for these facts are specable.

This right of correction is personal in the master, he cannot delegate it to another.

If, however, the master puts his servant to school, the schoolmaster may correct him for reasonable cause. This right arises from a breach of duty to himself, he acts therefore not by an authority delegated by the master of the servant.

If the master happen to kill the servant in correcting him, he is guilty of execrable homicide.

Acts 41, 30, manslaughter, or murder, according to the circumstances.
Master and Servant.

Master's remedy against third persons for injuries done in relation to his servant.

An action lies in favor of the master against any one, who entices away his servant. This action is called "injurious" contract, with a fine quite resembling an "inhabit". This is the 12th 12th 12th gravamen of the action.

It is said that Christa, with a prior quies to the goods of the master, is an action of action; but if there is no duty to the goods of the master, one is a servant without authority and without license from the master of his master, and the goods are not subject to another, who knows of the service. The latter is liable to an action for quiescence.

But an action does not lie against a servant for entering away the servant of another. It is a civil wrong to service.

If a servant is beaten by a stranger, the servant himself is entitled to an action for battery. The master can only have an action for loss of labour accruing there to. The servant recovers for the injury to his person, the master for the loss of labour. The actions are therefore practically different, and a recovery in one is no bar to the other.

The master must recover with a servant, to which he cannot sustain his action. A minor child is of course a servant within their rules, and an adult child may be. And it is on this ground only, that a parent may recover, for a person under the child is incompetent of which he has sustained a loss of service.
Markets and Services.

What acts does the master's servant may justify in relation to each other.

In this principle only, it is, that one standing in the recipient's man, maintain and action for detaching a female child. If the child of the register is the loss of service. But the rule of damages has been extended beyond that.

Of one party the remedy of another to make an injury that he did, the master according to the law has no remedy; for the private injury is mental on the public offence. In Canada, we have not adopted a doctrine of means in any other case, perhaps it would not be held.

If a person continues to one the servant's wound in an trabalion, it is in surprise, so that the master loses his service, an action of negligence will lie in his behalf, against the master. — Hence, the master, done through negligence in work of hire, I have no reason why the action would not now lie.

An action on behalf of the servant, for his services would undoubtedly lie — why not for the master for his consequent damages?

In the case of the servant sold away, a recovery has a full satisfaction obtained by the master against the servant, will lie in an action against the person who entered him.

What acts does the master and servant may justify in relation to each other, so that a master may maintain his servant in an action against a stranger, without increasing the legal guilt of maintenance.
Master and Servant

What acts the master and servant may justify in relation to each other are.

A servant may justify an assault in self-defense of his master, because it is said that is a part of his duty.

But a servant cannot justify a battery in defense of his master's child, for the right grows out of the relation to his master. Nor can he justify an assault in defense of his master's servant unless he is entrusted with their care.

Whether a master may justify an assault in defense of his servant, is a question about which the opinioners are not agreed. For some, he may have his remedy by an action to keep up service against the wrong-doer. But the proper answer is that a master may not have property to enforce it upon; and as a master may justify an assault in defense of his servant, on the ground of his interest, in the same manner as he may justify an assault in defense of his servant for it the case the same actions might be urged that he had a remedy in action.

It must not be supposed that obtained can rise by injury of his master. The relation is not sufficient to authorize the action of law to whether it is the deed of the fact or not. Justice indeed might set aside such a deed, as it is rarely obtained.
Parent and Child. - An Em. Review of contracts by Infants.

A person under the age of fourteen at the time he entered into a contract denominated an infant, was, in most situations, incapable of making contracts, it was different from that of adults.

The general rule respecting contracts is, that infants are not liable on their contract. The principle of whose nature is not applicable to infants after the age of fourteen, as maturity of age is no bar to the freedom of the infant, but the contract is voidable, and is void if not done by him, or done into conviction, or if done by authority of a parent, or guardian, who has not been present when it was made. But if the contract be made by the parent, or guardian, without authority, it is voidable, and may be set aside by them, or by the infant, if he be of age, or if the infant be over the age of fourteen, by the parent or guardian. The following is an exception to the general rule of the law: In this case, the infant is bound by a contract, and acceptors are held to be his sureties. And clothing, houses, 

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A person, or a class in society, purchase clothes, when

his father, or guardian, purchases them, he is not bound because they are not necessary to him. If he is bound when he is both of the maker or protection of a parent or guardian, as if he were at a certain part of the country, etc.
Contracts by Infants.

But this is not all, if the care of particular
is not afforded from a mother or guardian, or master,
the infant at such cases would be allowed for nes-
cessaries. In such cases the master does not do his
but a trustee it in relation to the infant in con-
tract for articles necessary, as clothing, etc. But we
not to understand that the master parent or guar-
dian is discharged to the inability of the minor,
they are not, but the creditor may recover in delin.

It is much for the benefit of the infant,
that he himself is liable that he may not
suffer for the want of necessaries, and his par-
to shall not therefore be discharged from their
ability for those necessaries which they ought to have
provided. In the infant would not be able to ob-
tain credit if he were not liable himself in such
cases, as his parents guardians, he might not be known.

But the articles must not only be necessaries, as
necessary to him, but he will be bound and for their
value, and not to the extent of his contract. So
if he purchases a coat worth 1 dollars and for
5, the coat was necessary, as said, he will be
bound to pay two dollars and five cents. But if he
purchases cloth altogether unnecessary to him, he will
be bound to pay the price, unless, the case, that he is not bound at
all, other way that he should be bound to the
extent of the value of the thing to him, which
appears to preserve the law most perfectly.
Contracts by Infants.

It is apparent from the rule that the acts of an infant will not bind him without looking into the consideration of the contract and the capacity of the infant to enter into it. It appears to me incorrect to say that an infant is liable upon his contract, for in such cases as those last mentioned, the infant is not liable to the contract made by him but only to an implied contract for what he receives to him. The real liability arises from the equity of the case, not his express contract.

It is laid down in the books that if an infant without parent or in want of necessaries should borrow money from and expend it in necessaries, that he is liable in equity but not in law. This is absurd, for if he is liable in equity he should be liable in law. In the equity of

penny to be paid and as deemed to preserve the peace.

which the law of New York provided.

sale. The vendor of the goods in CH is covenanted with the purchaser with the goods at the place of the vendor, and can recover 18 U. 583.

no more of the infant than the vendor (as the case may be) would be able to recover.

While the infant is liable in such cases, he may give an instrument on which he will not be liable. As his liability for the articles purchased still remains. As if the infant gave a bond for payment, the vendor cannot recover on the bond unless the infant is still liable to him for the value of the articles.
Contracts by Infants.

Whenever the instrument is of such a nature that the consideration cannot be looked into, the infant is not bound by it. But otherwise the infant would be exposed to imposition. And the principle that he is bound only for necessity would be destroyed. So that he is not bound but according to a rule.

An infant is not bound by a payable note, as it has not been negotiated, for here the consideration cannot be ascertained.

But if the note remains in the hands of the promisee or is not negotiable, he is bound by it. For here the consideration may be ascertained.

It is an infant bound by a bill of exchange, he is not. The consideration cannot be ascertained.

Some make the objection that an infant could not be bound by a single bill upon the principle, but it is decided that an infant is liable on such a bill. But this and to have the consideration cannot be ascertained in it. So this rule may be answered that this was not formerly made, and the matter why the infant was bound was that the consideration of a single bill could furnished be looked into to see it cannot now, and therefore the law respecting parents' child in their respects should have been altered to keep pace with the cure.

But if they have preserved the law that an infant is bound by a single bill, they do it on interpolation of principles.
Another objection is that in suitable is not bound by an in suitable contract yet the consideration is void which may be required rule. But the consideration may be required into yet be considered incapable of making up an account. But further when the law on this subject was framed, the consideration of an in suitable contract could not be required into until the first reason is sufficient for the present rule regarding infants' liability, it ought to conform to this principle.

In about we have a statute on this subject, a question her arises, whether this statute is an accord of the O.L. or not.

It seems to be a prevailing opinion here, that the statute allows the O.L. is that an infant who has a parent guardian is (under his care) is the language of the statute) can never be liable for his contract. It appears that it never was the design of our law to alter the O.L. All these states contain a clause that the parent himself shall be bound by all contracts which he allows his children to be made, this was the object of making the statute. I conceive that the statute, on mere in adherance of the O.L. in respect to the infant's liability, the contrary doctrine received the sanction of the act of Congress.

A decision upon a similar point in New Hampshire was otherwise. Surely where a minor is out of the reach of his parent so he cannot be considered as under his protection.
Parents and Child.

Contracts by Infants.

The rule that the assent must be proven in the case, that the minor must be married, to the infant, purchase must be strictly adhered to. Many times, new actions may arise without notice of the parties, and if such is the case the infant is not bound to the contract.

A minor is liable for necessities for his wife and children if married, for by law he is the master of his wife.

He is also liable for the debts of his wife, that of all if she be an adult or bound, he is bound also, provides the debts be collected during ownership.

He had that the
Under the necessities must be suitable to the
purchase, a question always arises what is necessary.

Thus if a minor's protector of a tyrannous bangs, wants a liberal education, he will be bound by a contract for it. The fact it is said that there are
some points of learning not necessary to any one or
dance to live and settle in society, the state of society will render these things necessary which were not so before, at least as far necessary that the
infant should be bound by the contracts for them.

Certain contracts, which minors are allowed
to enter into not concerning necessities, and certain acts, which they are capable to do.

Now suppose a minor to enter into such contracts in doing such acts, he may be compelled to
pay, to take action in some cases. If the contract
Contracts by Infants.

As unequal to the infant he was accused, but if not he is bound by it. But it cannot appear to be or he cannot have this privilege.

Suppose an infant joint tenant, tenant in common to make promises to be bound by it? He is compellable to do it in both, one of the cases and it is not dishonest in an infant to him, he is bound by the promise.

What an infant is compellable to do in the business of his own accord lends him strength and not a disadvantage to him.

The infant's mortgage on the premises, the mortgage money is compellable in CH. The security the mortgaged premises, and if he was thus voluntarily, his resources will be as valid and bind him as much as it has ever made be manslaughter.

If an infant acts both times, he is bound by it. If he does it purposely, he is for he is bound both a times already to the contract. But if he has made an actious injustice disadvantageous to him, be more against his privilege, it will not be dishonorable to him.

An actious may be a trustee. For a CH of the will compell him to fulfill the trust.

lie on other case that this we all note. But if the infant is can.

able to CH to do an actious and he does it and accordingly and recklessly, he is bound by it.
grant, and Child

Support an executiue sale of a debt discharge

debt he would be liable for the debt as effects, an
and would be bound by his discharge. But, as an infant, it
would not be bound to his discharge, and
therefore liable for the debt as effects, but of he has
received the money on discharge, he would be bound
by the discharge.

Another class of cases is that

An infant can enter into a contract of marriage at any early period, a male at 14, and female
at twelve. If such a contract be entered into before
that age, it may be rescinded, since the infant is
not bound to the contract, to receive the marriage.

The more settled or when made by minors,
if they are reasonale will be enforced. They are
accordance to the principal contract, i.e., the marriage
of the Chancellor is considered as guaranty to
all the minors in the kingdom, where it is supposed
to take such care of their as his discretion dictates
independant of the principles of the law.

As definite rules can be laid down upon
this subject,

'In the three cases just quoted there was
the consent of the parent-a guaranty. And when
attainde were perfect, it is reasonable.

But if a female infant was bound by a covenant
to settle her estate as a marriage settlement, but, in
that case a conditional marriage. In her marriage
A female minor may enter into a contract, this is undoubted. Now it would seem from these cases that a female infant could be bound by an agreement to settle her estate, where the transaction was reasonable and the consent of the parents was not wanting. But there are some cases which throw some doubts on this conclusion. Dr. Hardwicke says it is going a great way. Dr. Thurlow says in some cases that the real estate of a female is not bound by the kind of charge and the agreement as to take possession of the property involved in the conveyance was made settlement, and that the conveyance is made by the infant.

The fact is true that infant minors are held in some cases. In this, I do not hold these laws to be the same principle always.

I cannot conceive any difference between the cases of a male and female infant, in these cases, but this infant is less obvious. Relative to the kind of charge in the latter.

This is a decision. Part of a male infant living for him in which it is said that there is no decision, male

Dr. Thurlow as an infant is bound can bind his real estate by marriage settlement.

An infant can dispose of his personal property by will, but he cannot his real. Thurlow as he cannot do either is not determinate, settled. Some are at 12, others at 15, others 16 or 18. This is certain. But these have been decided respecting all these.
Contracts or infants.

There is no doubt that the may at 6 and that the
animals under 10 by the civil laws persons are capri-
site, and I take this to be the true state.

Under the rule of an infant the making of will
their questions arise. An infant may, his will is
directed his debts to be paid, are the executor bound
to pay those debts they not being for necessaries.

I have determined that they should be considered as
agencies and therefore paid.

At 12 a minor can elect a guardian at
16 years of age. That is a guardian, however, who is
to take care of estates and I give that is the
will have a male may elect at 14 a female at
12. I take this now to be the 6 1 and we have
a start adopting these provisions.

A minor's contract is generally void, but
if, as he arrives at full age and promises to ful-
fill it, he is harmed by it. He has thus obtained
a contract which was originally invalid. A action
may be brought upon the first or last promise.

Great perplexity arises in this subject
by the observations of the reporter.

If the original contract is void no suit
of the original contract or void can be maintained upon it, but the action must
be brought upon the subsequent promise, and can
only extend to the amount then specified.

The original contract no suit may 97 be
an agreement consideration for the subsequent
promise.
Suppose an infant leases his land, and the
owner of the same leases the rent, this act speaks an
obscene language as no person could, and he will
be bound in the least. So if he be a lessee and pay
the rent he is not bound.

In all these contracts by a minor, he
can always have the benefit of nullity if at his own
and sometimes may have his election to treat it as
void or revocable, as he pleases.

Suppose a minor to make a lease against 180 a year.
The lease which will subject him to a penalty, he who
may treat it as void absolutely.

A poor girl made a contract to let a
man cut off her hair, she then brought an action
of assault & battery, and if the man allowed to
consider the contract as utterly void or else she
would not have asserted her privilege.

This is a class of cases in which the minor will
be bound in the by his contract, or if a minor who is
capable of doing, makes use of his privilege as a minor
much to one of our actions in which he could not
without being bound, and then it uses his privilege as
an argument even in a record of a suit of definite, he
shall be bound by contract, thus make whether they
be for particulars or not.

A father was about to settle his estate
and his eldest son took him to understand whether he
would not also settle his estate that let him be descended to him.
Contract by minors.

he was 12 years of age when he signed the contract to sell a property on the terms of the estate to which he was entitled as the heir of his father. At the time of the signing, he was considered to be of minority age, and the court declared that he had not the legal capacity to enter into the contract. He was to receive the proceeds of the sale to remit the contract.

The real question is whether the act of the minor is valid. The test is, whether he acted with the knowledge and understanding of his act.

The court determined that an infant shall not absolve the plaintiff from the duty of payment, as he has no knowledge of the contract. After all, there are instances where an infant, under the circumstances, has been compelled to execute contracts, which were beneficial, to the infant, and had knowledge of the contract. The rule has been well established that the infant can, if he can, and can be held to have knowledge.

If an infant cannot be contracted with, and the infant does not have the consequence of his act, he cannot be held to the contract.

The rules as laid down in the elementary writers relative to the requirements of contracts by minors have appeared to be unexceptionable, viz. that when a minor signs a contract, he may still have all the benefit.
which he first derived from it: the proposition is however
unsupportable by authority.

Although minors are not bound by their con-
tracts with others, the adults are bound by their
contracts with them. And it is no plea for the
adult to say that he is not bound to his con-
tract, for he is an infant, and could not, at the time
he entered the contract, do that which he accepted
by to make a good contract was wanting.

As this has always been held that if a minor
or adult promises to a minor to marry her, she would
not be bound. As I think she should be bound
for the ir of age to make a marriage contract at
the early age of twelve.

This may be the case if the contract
of the minor was absolutely void: in such case
the adult could not be bound by it, as it is only
contingent.

In such cases, if the minor refuses to ful-
fill her contract, the adult is discharged from his
contract with her.

If an infant before should marry the adult,
then void from the hand, the latter would not be
bound by the contract.

Whenever the contract is avoided, things are
reduced to the same former state, the same as if there
had been no contract.

So long as the contract exists, the adult is bound
but if the minor marries, it then is as the case
above.
Contract by Minor.

In all such cases the infant shall not receive benefit from rescinding his contract to the prejudice of the other contractee.

As long as such contract remains executory, the infant does not render to the adult any benefit, but if it is rescinded ruin or damage, and it is altogether incompatible with their future interest, that the adult should not recover of the minor rescinding the contract after it has been performed on the part of the adult.

If some hold an opinion among learned writers that if the adult has performed his part of the contract, and the minor then refuse to perform his part, that the former has no remedy. The reason is no one is in any danger that it is considered a gift to the minor. But this principle is opposed to common sense. So that if a minor should contract to buy a horse and pay for him, & if he should choose to rescind the contract could recover both the money and return the horse, consider it as a gift to the minor. This is the amount of the doctrine which appears to me to be opposed to justice and unsupported by authorities.

But I think that when the contract is rescinded the parties are to be in the same situation as if they had never as contract. And I take it to be an uncontestable maxim, that an infant shall save his privilege and as a child.
and not as an offensive action.

And what is to be done if the court deems
the nature of the minor's interest so
trivial? The property which, in reality, shall
have to be recovered, is the minor's interest.
The minor is not liable to an action for
remedy of the property interest. If it is
said, this is true, that he is not liable to
this action, for an action, and that he is liable to
be punished on a bond or a suit of court. For
the major is liable for a tort, and the minor is
not for this action, nor may it be brought as well as
any other. In such a objection can exist against it.

Sanctions and reparation on this shall in deny
the basis. If it can be shown that if the adult
makes the minor to be a major, then he could
not recover property given to the infant on a contract, has
the latter received, but that he could, if he did not know it.

The rule in this case is then the following:

If the minor is not liable for goods deliv-
ered to him by an adult or a contract, then it
is as you know, that in relation to the rule that if
he knew the minor to be a minor, then he could
not recover, but that was a more curious question
and had nothing to do with the case. And the minor
therefore explicitly states that if the adult knew that
the minor was a minor, he could recover. Hence
the case from the other end goes to prove
that in all, in this case their maximum.
Contracts by Minors.

These cases have nothing to do with the principle before us. They merely prove that the infant is not liable for a false affirmation.

As to the principle that an adult shall not recover as a suitor of a decision in a contract with him knowing him to be such, furnished the main receives advantage from it, it appears to me absurd, and is not supported by any direct opinion given currant in Judges.

There can be established the principle that if an infant before take land and in replevin it will not deny that he will be liable for the rent on the contract made.

I think the infant could plead his contract. Observe the infant could recover as a suitor on the ground of another question. I should suppose that he might recover of the infant upon a quantum warrant. But it is going too far to say that he is liable on the contract as such.

A parcel promise is called a former payable contract by an infant after coming to age, makes him liable on the original contract, and unless the language of the writing on the bond, if the infant is not liable and the action is always brought on the instrument as the first contract.
Contracts of minors with respect to their legal capacity and moral capacity.

In respect to the mental capacity of the minor, the courts have determined that minors are not capable of contract.

I will state what I consider the correct doctrine and to which all the authorities seem to subscribe.

Contracts are divided into executed, executory, and void. The correct doctrine as to contracts executed by a minor, which take effect by manual delivery, such as gifts wanting personal assent as well as real, are admissible only if there is held to take effect by manual delivery or written.

The opinion of Dr. B. in the case cited from the speeches of the writer on this subject.

If a minor makes a gift which is an actual delivery, they are always held to be valid, whether done in the name of the minor as the testator, or by the minor himself in his own name, as in the case of a minor who sold a horse.

If the infant cannot have the full benefit of his privilege, he may consider the contract invalid.

Suppose a minor sells a horse and does not deliver him, and the seller takes the horse, he is a trespasser for there being no delivery the contract is void. So in the case cited, if the minor makes a gift and makes said legal delivery, the contract...
Contracts by minors.

Voluntary acts under the name cannot be valid acts of the principal unless expressly authorized. If not, in such case, not void and cannot be used. But if there be no delivery of no void.

By a minor:

When there is an instrument used or a conveyance of property, it is voidable only, but if the instrument is delivered, and the property is used as the delivery, as a power of attorney, by an infant, there no property conveyed, of which it therefore void.

All these you observe were executed contracts to the minor. The contract.

Where the property is the conveyance is voidable only. But the rule that on such contracts in which there is an apparent benefit to the minor are voidable only.

To a power of attorney to a minor as only voidable, but the minor is here as used.

From which cases the EL writes have concluded the rule that the minor is bound in such contracts as are beneficial to him, but that applies to those cases in which he is cleared, in many others it cannot apply.

There is a rule in the EL writes which I cannot signefied and which the author writes are wrong, but it is that contracts in a minor, where there is no semblance of benefit are voided by the proposition to be unenforceable.

It is the general rule if no judicial authority to support the proposition that void.
Contracts by minors.

Opposite the principal that a base would be made of the care and rate of a base, and it is only valuable. 28th of the 29th of the 30th of the 31st. 29th of the 30th. 31st of the 32nd. 32nd of the 33rd. 33rd of the 34th. 34th of the 35th. 35th of the 36th. 36th of the 37th. 37th of the 38th. 38th of the 39th. 39th of the 40th. 40th of the 41st. 41st of the 42nd. 42nd of the 43rd. 43rd of the 44th. 44th of the 45th. 45th of the 46th. 46th of the 47th. 47th of the 48th. 48th of the 49th. 49th of the 50th. 50th of the 51st. 51st of the 52nd. 52nd of the 53rd. 53rd of the 54th. 54th of the 55th. 55th of the 56th. 56th of the 57th. 57th of the 58th. 58th of the 59th. 59th of the 60th. 60th of the 61st. 61st of the 62nd. 62nd of the 63rd. 63rd of the 64th. 64th of the 65th. 65th of the 66th. 66th of the 67th. 67th of the 68th. 68th of the 69th. 69th of the 70th. 70th of the 71st. 71st of the 72nd. 72nd of the 73rd. 73rd of the 74th. 74th of the 75th. 75th of the 76th. 76th of the 77th. 77th of the 78th. 78th of the 79th. 79th of the 80th. 80th of the 81st. 81st of the 82nd. 82nd of the 83rd. 83rd of the 84th. 84th of the 85th. 85th of the 86th. 86th of the 87th. 87th of the 88th. 88th of the 89th. 89th of the 90th. 90th of the 91st. 91st of the 92nd. 92nd of the 93rd. 93rd of the 94th. 94th of the 95th. 95th of the 96th. 96th of the 97th. 97th of the 98th. 98th of the 99th. 99th of the 100th.

I know that it is laid down in the rule which I am opposing, that a person cannot be bound of consent, yet there is no decision that the bond is void, they state as a reason that it is a penal bond, that he can rescind it at pleasure, and therefore cannot rescind it. This is a contract under an executory act and is void in a minor who may rescind, and who he cannot be made to pay, I apprehend that it is not because it is void.

Then we decline it on that which prove that such a bond is not binding mind it. 7th of the 8th of the 9th of the 10th of the 11th of the 12th of the 13th of the 14th of the 15th of the 16th of the 17th of the 18th of the 19th of the 20th of the 21st of the 22nd of the 23rd of the 24th of the 25th of the 26th of the 27th of the 28th of the 29th of the 30th of the 31st of the 32nd of the 33rd of the 34th of the 35th of the 36th of the 37th of the 38th of the 39th of the 40th of the 41st of the 42nd of the 43rd of the 44th of the 45th of the 46th of the 47th of the 48th of the 49th of the 50th of the 51st of the 52nd of the 53rd of the 54th of the 55th of the 56th of the 57th of the 58th of the 59th of the 60th of the 61st of the 62nd of the 63rd of the 64th of the 65th of the 66th of the 67th of the 68th of the 69th of the 70th of the 71st of the 72nd of the 73rd of the 74th of the 75th of the 76th of the 77th of the 78th of the 79th of the 80th of the 81st of the 82nd of the 83rd of the 84th of the 85th of the 86th of the 87th of the 88th of the 89th of the 90th of the 91st of the 92nd of the 93rd of the 94th of the 95th of the 96th of the 97th of the 98th of the 99th of the 100th.

These are illegal contracts that are entirely by law and can never be executed in a minor who can rescind that is void in which he may rescind any may be.

When a minor is sued after a bond, the plea is always "infant," and "non est factum," and the case with a false writ.

The minor had in mind that the infant must be a minor and otherwise avoid himself of his privilege treat the contract as void.
Parent and Child

Contract by Minors.

An infant...

executor contracts are all voidable, except in cases of... (omitted)

For instance, when executor contracts which are... (omitted)

It is a general rule that these contracts may be avoided during infancy or after infancy.

So, these contracts respecting personal property... (omitted)

But essentially, the rule requires that the... (omitted)

The rule is this: that all contracts respecting personal property are voidable both before and after attaining the... (omitted)

The reason given for this rule is that... (omitted)

The reason given for this rule is that... (omitted)
Contracts by Minors

Infants. Why then could he not convey to another? Of an infant being a slave or he may avoid it during minority by a will at law. This conveyance is void by the same law.

A conveyance to give recovery by an infant to turn out to be a want of sound mind. This must be found to during minority. But we have no such conveyance. The reason why he cannot avoid it after full age.

If an infant will void himself of his recovery, when made, when it goes to contract he must find his escape.

An infant is often made a defendant as in the case of parties to, upon application, an infant is made a defendant against the grantee of the fee simple. But he has no remedy after coming to age to unmask the decease. This is the case when he is dead, but if he is alive, he is as much bound as one adult unless his guardian so has acted unfaithfully.
Liability of infants for crimes is inviolate in law.

The whole law of infancy is entirely based on the ground of incapacity of knowledge. And when they arrive at certain such a degree as to be incapable of knowledge, they cannot be held to answer. Between the age of seven and fourteen, they are capable of committing crimes amounting to their capacity. Before seven, they are considered incapable of crime, and cannot be held to answer. At fourteen, they are considered capable of committing crimes, the knowledge on the part of the person, not amounting to discretion, but their nature and special circumstances. In the case between seven and fourteen, according to the rule, the presumption will be in favor of the infant; and so it is held between seven and a half to fourteen, the presumption will be against him. In cases the same principle was not taken in those cases.

The infant, however, should not be taken as adopted, but as the infant was in the English law.

However, infants who have passed the age of 13 do not stand on the same ground with adults, but enjoy certain privileges. It is the same with minors, the infant to render them liable to the punishment of such acts, as much as adults, if they are named in them, in some cases, where they are not.

If a child is made to commit a higher felony, as in crime, than was indicated by the act, then infants are not permitted, if the child commits it. If a higher crime than 13 years old, the infant is liable to all crimes as an adult.
Infants' liability for crimes &c. &c. &c.

This is the case when the offence is made a crime different from what it was at first.

Most if the offences are punishable on account which was no offence at all, if the infant is called it liable, and otherwise, he is not.

Suppose a theft punished an offence which was one before, the not punished at all, then the infant is not liable, which means nothing in the case.

Here the offence has not made any greater than it was before.

The nature is liable after a certain age, and all offence at all. But if a theft is made that is not an offence which was not at all instants, and mentioned at the time, infants are not liable. And if the act indicates the punishment, instants altering the nature of the crime, then infants are not liable unless mentioned in the act. What if the crime is render greater than it was at all? If the theft is the same, infants are liable the act mentioned.

This relates to provide acts, but the law contains no act more lenient, unless the infant neglect to be theft, which the law requires. In the former case, it is liable in the manner stated, but for non-punishment, he is not liable to corporal pain.

It is only mentioned in the theft.
Infants of liability to torts.

In cases of omissions made by infants with the hope of avoiding punishment, they well generally be considered, but not universally, unless this relation is to be supposed in such cases.

Liability of torts.

It must here be remembered, that for a tort by force and arms, the minor cannot be at all times liable in all such cases. But this does not mean that the infant is always liable in all such cases, for there may be cases in which he is not, but the subject is considered as Regard. The age of seven years is not sufficient in this case, an infant must been six liable at six.

It is not for every tort, however, that an infant is liable, for there are may in which the wrong done must be caused, dolus, nec it not for the infant alone, we should see that the infant was liable for such torts as the age of 11, but they say that a person is liable for slander in which we should unless that there must be the age. There is one case on other subject in which the minor is nearly year of age, but it cannot be inferred from that care that that is the earlier age. I am satisfied that this case will not support the proposition. I should say then that he was liable at 12, if any other date which is presumed to be the case without age.
Master and Servant. Cases and Others

Infants' liability for torts.

As laid down in the old writers, infants, in the 13th and 14th centuries, are not liable for breach of contract. This doctrine has been established by the common

law writers, but no authority exists for the proposition, that it was ever, in the 13th and 14th centuries, held that infants were liable for breach of contract.

If it be true, as the doctrine of 13th and 14th centuries, that infants are not liable for breach of contract, it would seem to follow, that the doctrine of 13th and 14th centuries, that infants are not liable for breach of contract, must be incorrect.

And if it be true, as the doctrine of 13th and 14th centuries, that infants are not liable for breach of contract, it is difficult to see why a minor cannot be liable civilly, as for a breach of contract.

Further, an infant is liable to an indirect

suffer for a breach of contract, and if he is 7 years old, he is liable criminally. But if the breach is settled, he cannot settle it, but it has not been always settled.

If two or another have agreed to go, on the

occasion that it is said loose.
And as a later judge in the case cited to Mansfield, dismisses great disguise to the principle and to Dr. Steere, said the latter affected, an infant would be liable to an action, conveying an interest in the contract, and out of occasion, instances of solicitation, because the infant is liable for that. With the consent of such respectable as Parker I will hazard the opinion that it is still a question within, the there are no signs of a

According to the advice,

The rule laid down in the case cited is that an infant is not liable in an action arising out of an act assent to a contract. The question was whether the court was such as would render the infant liable. This was not a case of a fruit of the contract but not committed after the contract. The infant was not liable for the contract. The case does not touch the principle in view which is the infant's liability to be a fruit of the contract.

A minor may be a grantee of an estate and of an office. The note on officiate office, but a ministerial office, must. In that case if there is a condition that he shall perform his office on the hearing of the said note. In case of breach of it, he will forfeit the office. But if there is also a

[Handwritten notes and corrections are present throughout the page.]
All officers granted to an infant in any written
or mad research with diligence and skill. But if
such an implied contract, and he is not liable in
damages for the breach of such contract, but will
bail in his office.

Suppose there is a condition annexed to
the office, which the breach of which he is to
be bound, and that condition implies in the breach
of it to return all the estate to his child as much
as he will do. Still he breaches the condition not
in a test, but by such acts as would make an
estate perfect and estate, still the minor would
not profit it. Thus a conveyance of lands is
considered by an adult in a good title in name
only, and the minor would not profit it.

If a minor enters into a contract for an
estate, he is not bound to the contract as
subject to penalties. But here is an implied
contract that he will faithfully execute the
neglect he is not liable for damages. Still he will
take his estate in case he fails.

He holds an estate which he perfects to
the community of certain motions acts, but he has
the privilege of not profiting it in certain acts, which
would make a good title to an adult.
Parent and Child.

Infants unable to execute powers.

Infants are bound by the rules of law as much as adults, although their rights are saved in the stead.

I have already observed that an infant can hold no judicial title, but in a ministerial office if need be assigned. That is the reason that he cannot be an attorney, or even be required in that case.

There are some cases in which an infant may be entitled to an office, which he has not discretion to perform.

And where a minor can execute an office, he is as much bound by his official acts as an adult.

In all cases where there is not sufficient discretion to perform an office to which the infant is entitled, the Chancellor in Chancery, and the guardian of minors in this country generally, or of Mobile, must appoint a deputy.

There are cases in which a minor may execute a power over real and personal estate.

In some cases, the infant can never execute.

In other cases, the infant cannot execute in his own name, but the power must be exercised by the guardian.
Parent and Child.

Of suits in which an infant is engaged
When he is under

Whenever an action was brought at law in favor of an infant, he was under the next of kin by his guardian. But by the statute

probably the term is used to mean certain cases by his guardian alone. The suit by guardian

and can never now be brought except in cases of necessity, unless admitted by the guardian.

The statute was reissued in long hand and is more unusual as the in this country.

To permit the infant to sue by his

father's name at bar, it would be to deprive the guardian of the power which he should have.

... I apprehend that can only be by his

father's name in cases of necessity. And he

may sue, but when his guardian admits it, it will determine interface for recovery.

The reason why the guardian can, and

will so his name is, that of the law which has the
care of infants should judge the suit an un-
proper one if he had left his name he would

be liable for the costs.

When an infant commences a suit, whatever
the guardian when he has no such a, whether to
be by guardian alone or not, the defendant may
act himself as the guardian of the infant, and
in absentia at the suit, he is not only
ever have that effect, nor the infant
be without a guardian, but it cannot proceed.
When the infant is 14.

I know that it has been questioned, as well as been decided, that in those states which have not adopted the usual rule, as in England, the infant can sue in his own name. But the proper inquiry is whether the infant is one; a minor, and a minor under the age of 14; whether it was ever the case that an infant under 14 had any personal rights which he could enforce.

This question is one which must all be brought into consideration. It is a question of the quality of the person who brings the suit. It may be conclusively tried of the estate of the infant, by the laws which are applicable to the infant, and not of the persons who brought the suit. There are some actions other than the contract which are brought by the infant which the suit may be brought in the name of the infant.

A different practice prevails in some of the states where the action is brought by the executor. Since a minor, the executor, against his estate is not his case. But if the minor's estate is said to have been seized, and the infant is under 14, there is no infant under 14.
When the minor is of age.

Suppose a guardian or next friend being a stranger and comes in touch, the Act will come into force and the minor shall be bound to obey orders.

If the minor is under guardianship, he is bound to appear before the court at the time of the appearance of the guardian, the Act to take effect at the appearance of the minor.

There is one case where the minor does not appear by guardian, but an order is made and the minor is joined with others who are adults or executors, but it is to be noted that in such a case the minor is bound to appear by guardian.

When the infant is of age, he must not be liable to executors.

If the minor is not liable to executors, he is bound to appear by guardian.

In some cases where an infant may escape from a guardian, the infant must appear by guardian.

The Act will appoint one. There is one case in which an infant may escape from a guardian if no guardian can be appointed.

The power of appointing a guardian is incident to the act.

If the minor has a guardian, you must give notice to the guardian to appear on the suit.
When the minor is atd.
will fail, unless one is appointed

There are cases in which although the infant has
a guardian, the act may appear one for the benefit of
where the guardian is not of the soundness of

If a judgment is rendered against an infant
where he appears without a guardian, it is said
may be renewed by the same act which rendered it
it being an error of fact and not of law, which
latter would require the intervention of a superior
Court.

Here is manifestly a defect in the law
for which there is no remedy — suppose an in-
fant is sued and judgment rendered, then
hence a writ of error could not be

Suppose he has a guardian and notice is
issued to the guardian, the latter is not consid-
ered to appear. This is still a greater evil, and
I know no remedy for it. There is no provision in
law, but our Ct has determined that if the
guardian will not come that it is no error, if
he has been notified. But this is opposed to

The analogy of the Ct.

There is a statute that when an
infant appears by attorney and judgment is
rendered against him, that it shall not affect the
judgment will stand.
Parent and Child.

When the minor is defendant.

Another question on this - an infant as well as adult - and being - is considered - in all, and the infant appears in this case

The court in the long decisions is that it is done.

One as principal or as this rule - it is done as a part of a test - and not of a contract in which

one a judgment must be against all or none.

but it is a test on which the parties are all

which is not the test in a joint contract.

Our test has decided that the judge has

Reasons as to the infant and the test as to

the adult, which appears to be more consistent

with principle.

The principle upon which the case of

defined that the judgment in favor of the same

be reversed in part and not wholly.

but in a judgment on which contract the whole

the parties, that these judgments are

not always, but, joint judgments, for in cases of

the parties the judgment proportionate to the

offenders of the different offenders.
Parent and Child

Law with respect to legitimate and illegitimate Children.

A legitimate child is one born in lawful wedlock, a sin committed by the two. This is incorrect.

An illegitimate child is one born in unlawful and not wedlock.

The first definition is incorrect, for a child may be born in wedlock, and yet not legitimate, as if the husband could not have had access to the wife. The second definition is correct, for a child may be born after the husband's divorce, and be not a legitimate.

It was always contended that a child might be born in wedlock and yet be illegitimate, but the method of proof rendered it impossible to make a child illegitimate. If a man had been confined in a dungeon for years, it seemed no one but the jailer knew it, and yet it could not be said that the prisoner's practice was not done again.

If one of the husband was with his wife during her pregnancy, the child would have been called legitimate; but if she had been absent a month or more, and his wife was delivered of a child, and it was not noticed, it was not considered legitimate.

But all these exercises are now done away. To make illegitimacy was now done, as long as other facts. What the law formerly was, is what it is now, shall be seen by the authorities.
Legitimacy.

All marriages that are void ab initio by the law, renders the issue illegitimate. But all marriages are not void ab initio, that appears so.

Some marriages which are evidence will by a divorce be void. Marriages after the death of a parent, are void. In the case of marriage, the children are not bastard. The children are not bastard, unless the marriage is void ab initio, until a divorce is had. Now in almost all marriages within the several degrees are considered, as never having taken place, so that in fact they are bastard. Of course the children are illegitimate.

If a man marry a second wife, while the first is living, the children by the second being bastard, remain under his estate, if he has no issue by the first, his next relative will take the estate. This is productive of many errors.

A second marriage does not require a divorce to make it void being so absolute, ab initio.

There are some single rules of evidence relating to illegitimacy, which do not fall under the general rules of evidence.

A will is never a lawful witness to prove that her husband never had access to her. The reason given is that it is contrary to honor, nor is it liable to much evidence. The reason would be satisfactory, if the rules were consistent, but she is admitted to prove facts concerning his continuous, which she should support equally to her contraHonors proof.
Parent and Child

Legitimacy and legitimacy.

The wife is permitted to prove the time, a place of the child's birth, and thus execute to prove her innocence, or prove the illegitimacy of the child.

The civil law legitimizes the children born before marriage, the father afterwards in marriage. But the civil laws otherwise. Some of the states have adopted the civil laws in statute. Nor do I think that domestic absurdity would be interdicted to it. An objection that it would tend to the increase unlawful concurrence: double the fact is. But if it would be the adoption is powerful.

The declarations respecting of the parent respecting the legitimacy or illegitimacy of their children, was the fullest after their death, not whilst they are living.

No evidence of that they have given it birth, in which they have admitted the illegitimacy of their children, may be proved at an heir's death. This being in death is not liable.

The same objection is the admission of these first declarations.

A inscription on a tombstone would be admitted to prove the time of marriage, birth and so on.
Parent and Child

Legitimacy and Illegitimacy

A doctrine is hence used to settle the question, for it seems to be required that the child be born in such case, that if the presumption of fact, will be rebutted by evidence.

Support there is a voluntary separation by articles, if a child is born. The presumption is said to be that the child is legitimate, this seem to me absurd as a general rule — but it must be evident of justice, that the rule is thrown as many obstacles in the way as possible to prevent separation. But the presumption must be rebutted by contrary evidence.

In most countries, the civil laws have been adopted:

The rule with respect to the illegitima
cy of children born after marriage supplied is

If it is born after the usual term of gestation
il as a bastard, but which is generally consid-
ered as such, and some circumstances make it
so it longer. And the rule is subject to excep-
tions, when the civil great to make them, given

The opinion of medical men.

Thus small the rule should be revised.

And the child is legitimate of born, and that
Regulative and Fellows

time, so subject to equal inconvenience to others.

The wife marries unmarried after the death of the husband, and a child is born. According to the Code, according to the rules therei.

The rule laid down is that the wife may choose, which husband she will be the father. Another rule is that since a child is before time before marriage and is thus a bastard, and the father after marriage, he has a legitimate child. That if the bastard child is to upon the estate enjoy in a later time, the legal and the wife take in the sale after being dead, a legitimate child in the next can inherit of them, despite the location of the other.

An illegitimate child can neither a descent from any who. For a person in whom must be of his land, a bastard cannot be, he is nothing unless declared to no one. This means the whole extent that it will go is absurd.

A bastard can inherit a legacy from his father nor his mother. But it is introduced for many useful purposes. If you should be enrolled you shall grow in the taxable ought to have domestic bias advice, and to prevent illicit commerce. For a man should have an illegitimate child and then marry and have legitimate children, it would achieve great success...
Legitimacy and Illegitimacy

At birth, a child is either legitimate or illegitimate. A child born out of wedlock is illegal, or illegitimate, in order to segment illicit intercourse. To the parents it is illegitimate.

On these considerations none of the states have altered the act by state.

In the bastard's case, there is no child, nor are there any children, for according to the statute that he is a fallen miller, he has no other relations. To establish a relation, there must have been a common ancestor, but a bastard is considered as having none.

But his situation is a purchaser in some what different, for still wholly different from most of other persons. The case turns by his acquired name and not vice versa. As if an estate be given to the eldest son at the death you substitute, he cannot take, for there is no name, and he could not sue either to have a name or the subsistence. While the illegitimate child could not take it by the title of son, child, if you see. He must be maintained by his acquired name.

There was a contingent remainder here.
Parent and Child.

Legitimacy and illegitimacy.

It is no less nor less illegitimate to be born of a woman at all without a man.

The man takes at all the moment of his birth, but he has not at that time acquired a name by reputation, without which he cannot take.

It has been contended that such a name, to the child of a woman is good, because it is the name of the father, and she is the child of the son.

But there is another objection, that the name of the father and mother of her child. But this objection is an

On the case in hand, it is said that

a devise by the parents to an illegitimate child is

D. and the denomination children.

But Allen says it is not correctly stated, by

That it was about the same no matter to the. and
denomination children.

But I cannot see how this can be according to the common law. This is the case no more. In itself, because the will laws, they would take under the same children. Old

society, that the case, we believe would agree to this side, and it would be injurious to state.
Settlers of the Child

The reason that an adolescent child is placed under, is the consideration of the rule that the place of his birth is the place of his settlement.

Every person born in a country is settled there in and if he cannot be otherwise be moved to the latter part of his residence, that must not be against him.

Some of the states have determined to make the settlement of the mother, or the settler of the child. This has been the custom, without any law, and the decision is acquiesced in.

But in the case of the child there are exceptions.

If the mother is near and there is a jail, and the child is born there, the child is considered as having his settlement in the parish from which the mother was born, but not on the ground that it was the mother's settlement, but because the child is considered as having been born there. Otherwise, a burden would be thrown upon the church.

If the child has been placed in a place not belonging to the mother in another parish, in order that the child may be born there, the settlement of the child will be in the parish from which the mother was born. But the parents must be in the parish, or if done to an individual not let the church to will not have the effect.

Another salvation is, a woman should be no longer the child is settled where it is born.
Parent & Child

Settlement of the Child.

It is supposed under the law that the father is to send his child home when he needs his labor, and the child will have to earn his living. If he is found where the mother resides, he gets if she had stood at home the child would have been born there if so considered.

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that an illegit.

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The child during the infancy of nineteen weeks of age cannot be removed from its mother. If there the mother have a son born of a legitimate child and an illegitimate child, the child will not have a settlement. But the child will be according a settlement. The law is that if the child be born in the mother's house they will have a claim for the support which he was born.

The practice does not hold in cases of marriage within the level of degrees nor within the cases where the consent of parents is necessary.

A man may now marry his illegitimate mother than he can a legitimate one, nor marry an illegitimate child without distinction of race, sex, or age. The match of mulatto children extended thus these cases they would be absorbed. The ecclesiastical courts assimilate themselves by the civil law, which knows nothing of this marriage.
Parent and Child

Maintenance of the Child.

The principle of the civil law has been
incorporated into the law of jurisprudence by the
Continental States.

The putative father and mother are bound by statute to
provide for the maintenance of the child in England and
some states have been differently qualified and
enacted in the different States.

In the civil law, the mother cannot
compel the putative father to maintain the child
but this is always done by the parish officers.
If the child is a pauper, the public
must maintain it if the parents are able but
no mutual contribution to his support.

The present maintenance of the child
is incumbent on both, but the contingency of
his becoming a pauper must be provided against
by the father alone, he will be compelled
to render himself responsible for his future
maintenance if the child should become a pauper. This principle is carried into
execution in various manners, in England the
mother may compel the father to ensure
her against future inability, in other places
the selection or ancestor of the poor only
the principle is set forth.
The mode of proceeding is this: a woman who is pregnant with an illegitimate child, makes a complaint to a magistrate, who orders an oath, and some one to be the father—a witness above—and the magistrate determines whether there is any cause of action. If there is, it is referred to the court competent to try the case. On the trial, the plaintiff is heard in the prosecution, gives testimony, but such testimony is not conclusive; it is open to investigation, and the defendant may disprove the proof if criminal. The suit is criminal, and the court is a civil one, being for money.

It is objected that it subjects a man to great danger, but if there were no such right, the woman might often suffer greatly. The character is generally known.

In order to entitle her to recover, she must declare who the father is, and in what manner. This is provided by law, and indispensable, no evidence is held against the want of it, not even the affidavit of confession. She must also be sworn to her charge both before and after the birth.

The act also gives four years, and divides it into twelve periods, and by execution there, every quarter of the child dies in that time.
Parent and Child.

Maintenance of the Child

execution is stated. If the existence of the mainte-
nance of the child is increased, the
will continue the father as he excuses the
allowance. If the child is still born, or there
is none, the father is discharged.

If the mother having their right man
over, it has been a question whether her hus-
band could have the right enforced, but I do
not see how it could ever have been ques-
tioned, it is a right which she had by the
law of the land and she and her husband sus-
denly, may lose this right enforced.

And if the future time father is
discharged how will the child be maintai-
ed, since the mother is liable to support it
only half the time. The position I consider
altogether unsound.

If a mother of an illegitimate child
does not prosecute the putative father — in
such case he need not know that the parish
will be obliged to support the child, without
an indemnity — here the relation of the
parish is not one. The father rather compell-
d to reimburse the parish.

A question has been asked whether
on a conviction in the suprema, the mother
was compelling to give testimony, in Eng-
is was decided that she was no compelled.
Parent and Child.

The duty of parents to support minor children.

It is true on the ground that the rights of
the parent cannot not be attorneys enforced,
and, if satisfied with the decision, he
not feel satisfied that it is a matter of
so much importance to secure the continuance
rights of the parent. It may be productive of
great evil in disturbance domestic tranquility.

It is merely a question of policy, and I
think that there are stronger reasons against
than in favor of it.

The matter has said before the
majorate may be abrogated after his birth, as
the case the ancestors prosecute.

The duty of parents to support
Minor Children.

In the old law as said to be founded on
the law of nature. The law has of decided
the time to be until the child attains at
years of age. This is an indispensable duty
of the parents. It is the expression of that
period the parent is discharged from all ob-
ligation to support the child until he is able
to support himself.

The parent cannot discharge himself of
this obligation on the ground that the
child has property of his own sufficient.

He is never discharged but until he is
considered a major.
Parent and Child

Duty of parents to support minor children.

If the child be of the worth once named, money being put into contract for 5,000 d. in which he would be bound, the father is liable.

If the child is being able to support himself, it will not discharge the father from his duty to maintain him according to his rank.

A new law decided in favor of this effect, the child of a wealthy parent was driven from his father by cruelty, and received from another liberal education; the latter recovered from the father the whole expense thus incurred as far as possible.

If the child is in want, the parent is bound to support him, provided the child is made to support himself. This is a provision by which at least the cost is saved to those who have children at the university.

The laws that grandchildren shall support their grandparents exist in many of the states.

As it relates to the duty of parents to support their adult children, and children to support parents, it is general that they are to be observed.

In the construction of the state I have noticed that when the parent is able to support the child, he is to be called for from the grandparent - and when the child is able to support the parent, he is to be called for from the grandchild.

The parent, grandparents, children and grandchildren, must all support according to their
ability. The ability in the order of their birth, so that if one child has more prospects than the rest, but a much larger family, both will be taken into consideration.

The English law has been adopted with some variations in most of the states.

Some questions have arisen in cases of this kind, a man marries a wife having children. The mother is not bound to maintain them, as the father was formerly. The law says, 'the husband is under no obligation to do this,' if the husband is not, the husband takes upon himself the obligation to support them. But this obligation ceases with the marriage.

Drift. There seems to have been a received opinion, that if a man marries a wife having children, that he is bound to maintain them, even if the mother was able to maintain them. But it is incorrect. His obligation ends when children become more or less than her own, and even some children who are not liable to maintain them. The husband would not in such cases be bound.

I do not suppose that the husband is bound to support them when they cease to be minor.
Parent and Child

Children's duty to support their parents
All the children made a formal and binding agreement to abide by the laws of their parents according to the will of the parents. A daughter is held to this duty, mainly, it has been determined that her husband is not liable. So that the laws in place are not liable, it fails after all the rest of the sons and daughters. In

It is interesting to note that the principle that 2 Bulis 115:11 husband takes his wife even once, but it is founded on principles of domestic tranquility.

The nature of enforcing this duty being founded in state is different in the different states. The measure of the laws are those who may be to the evidence of their right, the rights, any one may use it. And the different places in the different states are founded in state.

The mode of proceeding must be nearly the same everywhere — all the parties are brought before the judge, and the judge should be unimpaired or to whom the party should be spoken. If the parties are unable to contribute they are discharged; and the appeal made as before may be often altered by a change of circumstances. In case they are declared not to be, execution upon a quarterly or similar proceeding to the state.

There is a general law which governs all at the state — if it becomes law — there are three

laws in D. W. To me it is not likely. I take no care of their gathering. It's that does not wish to take
Parent and Child

Miscellaneous rules

all the care of him, and is unwilling to adopt the bit to enforce the duty of his brother from
indolence of dislike, so, suppose then that some one else undertakes it
the father as parent has no right over
in the property of the child, but as natural guardian to carry home the care of it, and act in many
respects like any other guardian.

A minor is as capable of acquiring property
as any other person except by his services.

The want of the services of a child become to
the parent, so he can no more give to the child the
property which he has earned to the prejudice of
existence, than he can any other property at his own
The child in this case is regarded as the rent of
the parent.

When the infant is beaten, by which the
parent has lost his services, or been put to expense
he is entitled to an action for such services, amou-
 rant. The recovery for the pain inflicted to belong
to the minor, not to the parent. The expense incu-
 bated by the parent must be alleged in the a
declaration, as well as the loss of service, if
he wishes to recover that.

But a child is entitled away from the
Parents and Child.

Takers right to recover for the debauchery of his daughter, or for the service of the child, he may maintain an action for loss of service. I have no doubt myself that an action would lie in such case, without rendering loss of service. The parent is prevented from entering the duty of a parent from giving the child the education he wants.

A father is allowed to recover damages for debauchery of his daughter on the principle of loss of service. But the loss of service makes no difference, when the parties are brought before the court to be attempted to be proved. The real ground for damage is the disgrace of the family, the wounded feelings, which the debauchery has occasioned.

The place on which the whole rests is loss of service, however. Hence the mother, brothers or whose feelings have also been wounded, are not entitled to an action. The damages recovered are proportionate. 28th 4:23, due to the want of feeling of the family, not to the 28th 4:23 actual loss of service which has been remedied.

Service will always be presumed or not required to be proved.

And the father is entitled to an action after the daughter's minority has ceased, if she continues to live with him for she or then a want of fact. But in a case where the daughter did not live with the father, was not married, the father was holden not to be entitled to an action. But if this be met with a declaration, where the personal is was an alice, would endeavour to defend it at a court of justice - for I do not believe that like.
Parent and Child

The real ground of recovery. It is immaterial whether a minor child is living with her father or not. She is entitled to her services. — Supposing the daughter an apprentice bound out to a master. Can the said be maintained this action? The case. But if the part of the action is the loss of service he certainly. could not, for he was not entitled to her services.

The master to whom she was bound, could not unquestionably maintain an action for gross

If the parent is dead, I should apprehend that the person who stood in loco parentis was maintain

The action. When the father is living at the time the injury is committed she dies before action. brought, who is entitled to the action? Is one or two? This question is now depending before our Bench.

In this action the daughter having no interest in the event of the suit, is allowed to be a sub. for. Indeed, she was admitted before it was settled that interest in the event only, and interest in the quire. shall be excluded. She was then admitted as minor.

In any the form of this action has been trespass. in a minor. In Count case has generally been brought. Perhaps in the minor's doubtless will be taken. There has been a breach of the house of the father, the omission of the daughter's合肥 on was not aggravating. This case is more convenient than trespasses, for in the latter case, if the entry and the harm was the fault of.
Parent and Child.

Miscellaneous Rules.

The self-will is deducted. It has been said that the self-will is a terrible ab mole. This cannot be without the entry was intended. It is said when a license given by the laws was abused, that the self-will is to be considered a vestige of nature.

The father have an action at the Statute 18th 15, 939, in habeas corpus as did his children, who are not his heir. What means the reason why he cannot.

The son's are those to own the child and his name of the laws derivate the son as an agent in the father.

How far is the parent bound for the debts of contracts of his children. The whole law on this subject has been considered with the idea of master servant, in which relation Master child in this wise stand with regard to each other.

In the subject of Christian children, there has been a great deal of dispute and much scholastic argument, has been exercised. This common sense has arisen to some place of all the technical mistakes which were formerly adopted. As an infant in wetto no more is considered now as an able to receive a distributable share of his father's estate, to be an improvident because money committed as his inheritance to be an executor, that he 16th 44.

A person in able, when he arrives at the age of 21.
Settlement of Children.

To that end devise may by possibility not take effect until seven or a month or two from birth.

The act directs in regard to minors the several infants, viz. whether they were intended to take effect in respect to the decedent are now as an old age.

The 62 have now several determinations, that the court shall be the intention of the decedent, that the infant shall take before he is born.

It has now become very common for parents to care out of their estates, lands, etc., for a more particular younger children. If the heir pays these portions the latter is a town or an one.

Settlement of Children.

The subject of it is a great measure regarding the statute in the several states, as understanding, that it is necessary to be acquainted with the statute of 1843.

One person born in a country has a settlement somewhere. It was formerly doubted, as before the settlement, whether a child gained a settlement by birth in a state where the parents had none.

But it is now a rule that if the parents have no settlement within the U.S. the place of the child's birth is his settlement. And if the parents have a settlement, the settlement of the child follows that of its parent.

If parents from a place remove into another state, acquiring a settlement, etc., a child is born, the state of that child is his brother settlement in it.
Settlement of Children

Of the father has no settlement, the settlement of the mother is that of the child. The last no land of the same, the settlement of the estate.

If a woman marries a man who has a settlement the parties are by the marriage. But if the husband has none the wife does not gain any.

Would always give a settlement where the party others have none.

Persons who go to a place where they have no settlement are unable to be removed by the absence of the person where they are settled. This is the law said rule. But a foreigner who has no settlement in the country cannot be removed.

The husband’s wife cannot be removed from one another to remove one of them from country. Smith 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165. 165.
Settlement of Children

When children are maintained by their own property by the mother, gaining a new settlement gains none for them; and, moreover, to guard against gaining a settlement would gain one for his ward.

Suppose the mother marries again, suppose to her husband's place of settlement, the children by her first husband gain no settlement by the mother's marriage.

But if one of them are under 5 years of age, they cannot be adjudicated from their mother, but must be maintained in the house where she lives at the time of the birth, where they are settled.

If the husband of the woman is bound to maintain her children by a former marriage, notwithstanding they would gain a settlement in the place where the mother is settled. If the mother were able to maintain her younger children by her former husband, it was her duty to support them; a settle must be made at the time of her second marriage, as assumed by the second husband.

A minor child gains no settlement by living with a guardian, under the care of being with a master.

An old settlement is always lost by gaining a new one.

When children are born, arrived at the age of 5 years, can the father by gaining a new settlement in his own gain one for those children? This depends upon the capacity in which the children receive
Parent and Child

Settlement of Children.

With the father, if the child live with him or has lived near, or as boarder under a contract then to continue, or if they live with him as a child they do gaining.

Suppose a minor marries, whether the husband gains a new settlor for himself, the settlor of the child at the time of the marriage, continues to be his settlor. So if the child enlists in the army, 12 Ch. 34, 854. is withdrawn from the protection of authority, 5 El. 4, 282.

The parent, the gainor of a new settlor by the parent, gains none for his child. He then ceases to be the maintaining parent so —

It is not the duty of any particular town to be at the expense of maintaining an alien. But it is not the duty to provide the immediate relief for him, a present. The account is the legislature of the State, who are bound to bear the burden of his support.
Guardian & Ward.

There are a great variety of guardians, in the English law; some of them not being known to our law, it will not be necessary to notice. Of these cles are guardians in Chancery, whose office ceased with the abolition of military tenures by Act 10 & 11, so that they now no longer exist in England.

Guardianship in Scocage duties upon the next heir, or of an infant under 14, to whom the estate of the infant belongs, to which the guardian can never have any claim by descent. For as in this country all realties may be held by the heir as possessor and heir, there can be but one instance here of guardians in Scocage.

A guardian by will is the father or mother, or next of kin, or the heir, when the estate.

Guardianship by nurture can never exist here because for all children may be heirs, all are provided for, by Guardians by Natiue.

Testamentary Guardians are those, who are appointed by will under the act of distributions.

But our Act of Testate are not bound to follow the choice of the testator.

The judge of the estate here stands in the same situation with regard to minors, as the Chancellor in Eng.

A guardian is a person, who has legally the care of a minor, whose father is deceased. The infant is 18, male.

The description above. It is true that the father nom, since stands in the situation of guardian, it is liable to the duties of, but the definition given above is conformable to the usual acceptation of the term. Sometimes one
Guardian and Ward.

Pursue is guardian to the person, and another is the estate.

Guardianship to the person devolves on the mother.

In cases where two or more are guardians, there is no difference between the white and half blood. At several persons as sure of his mate, or father, to determine the eldest brother to the others. On all other cases, there is no preference, to who gets the minor into his hands as entitled. Guardian or Dower to guardian as well as the person as of the estate.

Guardian to person can never assign his guardianship.

At the guardianship ceases, or the infant to become his estate a charity another.

Guardianship in dower can rarely exist in this country, but it may in some instances, as in the State of New York under their act, by which estate can only descend to those, who are of the blood of the first Rushmore.

Guardianship, by nature, is much more extensive, and in the U.S. there is Dower. Only the heir apparent is entitled to the minor. Of this guardianship, I ask the daughter, if there is no son, because a posthumous son may be properly his heir.

The father, while living, is always guardian in nature; after his death, the mother, unless the next of kin.

In the U.S., all the children are heirs, a transfer of guardianship by nature extends to all.

When the child comes to the age of 14, if the
Guardian and Ward.

If the father is dead, the child has an election of the mother or dead; the next of kin is not entitled thereunder, but the
right of the later must appear to arise.

Guardianship by nature is one which is
extended to the younger children only, not the heir.

It has been asserted that the guardianship is nature.

Posthumous guardian, are those who are
allowed to be named in the last will of the father
or his guardian till the age of 21. It extends to
the person the estate. But that authorizing the father's election has been adopted in some of the statutes
of others.

It has been a question whether a minor child
or court by deed elect's guardian for his children, Prob. 13.

I have heard that in the deed, no, so to take effect.

If the title defense is, it will then be considered as a will.

This guardianship is in other cases, all others may
may be assigned to another.

This guardian like all others, liable to be
removed if he should become an improper person.

The minor may alter eck his guardian, Prob. 35. 9.

or where he has no other guardian and has arrived at
the age of 13.

Guardianship by nature does not prejudice
the infant's right of election. This election is made
before those O's, who have the management of testamentary
matters. The O's must exercise a sound discretion
as to the propriety of the choice.
Guardian and Ward.

A male infant can never elect till the age of 14; a female certainly never till twelve.

The power of a B of the respective guardians in Eng. is very great, is derived from the royal prerogative, by which the king in favor families of the kingdom. The powers of the English Chancellor are the representative of the guardian, become bankrupt, and are generally required of him to act with sedition.

The Guardian act in Eng. is authorized with the power of choosing a guardian, but only of selecting an improper choice, in that case than will appoint one. No may our Lord of Yoctile, if no choice of the infant is approved.

Guardian ad litem is where an infant is
male destitute who has no guardian, a new is appointed to act in such case by the B. In a criminal case the Ds are the guardians a more is appointed. In the State of New Jersey the Ds did appoint a guardian in such case to an infant.

It has been questioned whether a mother can
be removed from the guardianship of the person of
her daughter; but I know of no case which presents in
a the supreme court such a power was often by extreme
break in my mind. I apprehend the mother is
natural guardian without any right by the law of
Yoctile. So it is not more important to ascertain
whether the law does give the guardianship to the mother
with it.
without appointment

If the infant is under the age of 15, the Court in appointing a guardian for him do not summons the infant to appear - for he has no choice.

And infant ward having no choice shall cease.

May bind with his guardian again to settle. No. It would be otherwise if he lived with his father as guardian. He father cannot be removed from the guardianship of her children pursuant of his parent's agreement.

When the Court appoint a guardian for an infant under 16, he has his election at that age. Does the guardianship of the person appointed by the Court expire at that age? It does not until a new guardian is elected by the infant.

The guardian must always give bond, for the faithful discharge of his duties. Testamentary guardians no bond is actually required.

The guardian may be compelled to account from year to year before that Court which has the appointed suit of guardians.

At 52 the action of account was the re. 1888. 468. one referred to in those cases, but it is now subject to Secs. 199, 61, and by a Bill in Equity in all the States except in Court of 1873.

As at that may compel the production of books, papers, and plead the guardian in his said.

The action of account is rendered in Court by suit, as remedial as a bill in 1849.

The suit of Probate Law and the Equi open the power of personal to carry which means.
Guardian and Ward.

The guardian, or the trust which has been reposed in him, is not bound to maintain the ward at his own expense. It, therefore, is not bound to maintain the ward at his own expense. But if the ward has property, he must provide for his maintenance. The father, however, can never be reimbursed from his child's estate for expenses in the management of such property as he was able to furnish.

A Guardian can have compensation for any expenditures incurred so to which he has been put.

A mother who is guardian is not obliged to maintain her child if he has property.

We have no statute in England giving the guardian authority to recover mortgaged lands or goods by the mortgagee. A creditor has himself authority, or can make a valid conveyance in these cases if old enough to do the execution itself.

The guardian can reap no benefit from the use of the ward's-guardian money. This is at the election of the ward himself to take all the benefit, which may have been received from the use of his money.

If the ward has property in Bank, it is the guardian's only to put it out on good security.

He may lend the money himself and repay the minor the principal and interest. Suppose the guardian should pay; a debt due from the ward's estate three years hence at a discount, the minor has the loss.
Guardian and Ward.

Sir, at this discount. The presumption always is that the guardian has the ability to put out the money on good security at interest.

The guardian has no authority to purchase real estate in the ward's name with his money. If he does, the ward, on coming to full age may elect whether he will have the land on a return of the money with interest.

The guardian has no authority to purchase. If he refuses to accept the land, the ward is trustee of the legal title for the guardian.

Suppose the guardian should put the ward's money into trade. The ward may elect on coming to full age to take his money with the interest, or to receive the profits of the trade, deducting the expenses and troubles of the guardian.

If the ward should die without making his election, car his heir elect. This property in the hands of his guardian is personal estate in the ward's expectancy, who has the right of demanding the principal and interest. The heir cannot elect to have the debt or thus defeat the claims of creditors. He takes the title to the land next in the heir as a trustee.

Suppose personal property, not money, of the ward, comes into possession of the guardian. He ought to sell it at a price, the debts of the ward to stop the interest generally. But it is not usual to sell plate, watches, etc. Every thing of a personal nature ought certainly to be sold.
Guardian & Ward.

When the minor was nearly of age, and a farm well stocked had accrued to him, the guardian refused to sell, the act held that he was justified in not doing so.

The guardian has often power to forbid the marriage of the ward; but of this will often an act which will proceed without the guardian's consent.

If of this consider themselves as paramount guardians.

If a female ward marry, the guardian's power must cease. Suppose she marry a minor. The minor allowed by law to marry has as much right over her person and property as any other husband, the guardian having further control.

Suppose a male minor marry. The law contracts a relation wholly inconsistent with the guardianship of his person. But the marriage does not disturb the relation of guardian and ward as far as his property is concerned. The power of the guardian is extended to the property received from the wife.

Addenda.

20th 39.

A testamentary guardian in re said cannot make a lease of the ward's lands. Neither can a natural guardian.

29th 519.

A mother cannot appoint by will a guardian, for her child, for the statute extends only to fathers.
Guardian and Ward.

Application was made to appoint a guardian to dispose of a female infant after marriage. But they refused, as guardian may dispose lands with the permission of the Judge, and more without it.

If a guardian commit waste, an application by procuration will warrant an injunction.

The Court at nisi prius have considered it a contempt for any person to marry a ward without the consent of a guardian of their appoint.

If one is sued as guardian, and mother to deny her having been one, he may plead it either in abatement or n non bis in idem. If he ever had been guardian, she must state his name & that he fully accounted; or was discharged as such acted as guardian above or a person was one before that might appoint so.
This rule would be better enforced if it were held no
original jurisdiction out of the one county.
Sheriffs and Officers.

The word sheriff is derived from the
same word given to our English ancestors
with the governor or huntsman of the county, by a
sheriff it meant then the governor of the county.

By the law (§ 23-254) it is provided
that the sheriff shall hold his office for one year only,
but it is often said that he may hold his
office during the pleasure of the king.

In short, the sheriff is appointed for each
county by the governor on council of the state, and
holds his office during their pleasure. His
office then is determined only by death, removal,
or resignation.

Every sheriff must reside in the county over
which he is appointed—otherwise he has no jurisdiction out of that county.

The general rule is that the sheriff
has no authority out of his county, but if the
he be in the county, he has all the
authority of the county. If he be out of his county, he has authority nowhere.

The sheriff's authority in the
county of a sheriff extends into the county of another, but
a sheriff has no authority in the county of another.

And so of many other cases.

From this you will see, that the exercise
does extend, out of his county, is to give effect
to those acts which he began in his own.
Sheriffs and Jailer.

County.

Every sheriff may at his discretion appoint deputies and under-deputies, who may execute all ministerial offices.

All ministerial offices are to be performed by deputies.

And in time of need, the sheriff cannot absent a regular deputy without the written consent of the county court. But a sheriff of one county may absent the sheriff of another county in time of need without the consent of such county.

Deputies are the mere agents or servants of the sheriff and removable at the latter's discretion. But while he remains in office, his powers cannot be abridged by the sheriff.

As while the deputy remains in office the law requires that he should perform all the duties appertaining to that office.

Under the state laws of the County, the sheriff or any person holding the office of sheriff, may give bonds in-forever discharging a deputy thereof.

In lieu, the deputy acts solely and in the name of the sheriff, so that upon the death of a sheriff a bond in his name, but not in the name of the sheriff, because to be effectual. The deputy is not regarded as a known public officer, but as servant of the sheriff.
Deputy is under

To bind on the absent hand, the sheriff's
deputy is regarded as a known public officer and
his official acts are done in his own name a
not in that of the sheriff.

But it has been determined that if Stirling
a writ was directed to the sheriff only, the defen-
ty may execute it in his own name.

A warrant by the deputy sheriff with
the sheriff, not to execute it as a certain
description is void. It is the duty of the
defputy to execute all the duties of his office.

The deputy sheriff being himself, but a
servant cannot dedicate his authority to another.

Nor is it a general rule that delegated
authority cannot be delegated once.

It follows then, that a deputy can exer-
cise his authority in person and — This rule how-
ever does not prevent him from demanding or
requiring attendance to execute his authority.

A deputy may empower another to do
take a particular act in his presence — the mean-
ing of the rule is that he cannot make over
an instrument of him power.

I find it laid down in that an ar-
crest by the assiduity of the deputy sheriff, is not
good, but I understand that the arrest was
made to the assiduity in the absence
of the deputy sheriff.
Of the sheriff directs a warrant to two persons, either of them alone may execute the writ. The reason is that the authority here is of a public nature.

I take it to be a general rule that, when the authority is of a private nature, if it is conferred on two or more persons, it is exercisable by them jointly or not separately, but that if the authority is of a public nature, all concerned when two or more persons, either of them may execute it separately, in the way before it pointed. If a deputy sheriff is guilty of any neglect of duty, the sheriff may maintain his suit at the bar against him. The reason is that the sheriff is himself liable once in the first place, and in the second, it is a violation of an implied contract on the part of the deputy. — Behold all this that now be come said, — is being the general practice in the sheriff to take it away from his deputy for the faithful performance of his duty, so that the remedy is now ineffectually in an action when the harm is done.

The judge in every county is also a member of the sheriff's department and removable. He must be here. The sheriff, being set aside, the keeper of the jail, the sheriff has no right regularly to confine his prisoners, in any other place.
For the common good. In a general case then if he consents that in any other place he would be taken,
of the power of any one in the line without that which is proper in committed to the common good talk 165.

As one have an Estate that one Prison.
in a County, it has been determined that a a sheriff is the keeper of the jail in that case. 3 Lor 34, 17 67. he cannot be committed to prison in a civil case — he cannot be arrested.

I make the rule in this — be that the 1 Mical 34, 4 17 67.

sherriff may be arrested and committed to any Amos 14, 17 7 71. of which he is not sheriff. Amos 14, 17 7 71.

What then it to be done is a criminal case — I make the rule here to be that the sheriff may be taken to the prison of another county at request and — that they cannot be done in a civil case for these opinion there is no direct authority.

As for the sheriff is liable for the acts and defaults of his deputy.

The deputy being helt a hearth of the sherriff, the latter is an agent case held for the acts and defaults of his deputy. Hence the 2 10 58. sherriff is allowed to take security from the deputy for the faithful discharge of his duty. 1 Tim 5 8 59. As to the content of the sherriff’s bail by 1 Th 3 6 73.

As for the default the rule is — the official acts of the deputy are to all civil purposes the acts of the sheriff, and when they are
Sheriff and Deputy

Inquiries to another, the latter at civilly liable, but he is never liable criminally for the acts of his deputy. The civil wrong is attributed to the sheriff, the criminal nature of the, for the rule is that no man can be considered criminal, unless he is the mind concurren in the act, but this is not necessary to render him liable in a civil case. This rule however does not apply the sheriff for the private acts of the deputy, nor not being official acts, and therefore not committed by the command of the sheriff's express or implied. But if in executing a legal process for such the deputy acts unceremonially, the sheriff is liable, but here the deputy acts under color of his office.

There arises the question whether if the deputy law in an execution against a on the goods of a wrong, the sheriff is liable to {\text{821}} in the sheriff act under a writ under \{\text{822}\} legal process committed to him by the sheriff.

The act must be considered the act of the sheriff; this is not a wrongful act, but the act was done for the purpose of executing a legal process. This has been so decided and also that the sheriff is liable in case of this sort and the reason given is that the sheriff and all his deputies are considered as one officer. This seems departing

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There is no record of parties and suits as the parties and suits are
held only of the past in the case.

For the defendant's mere neglect of duty, the rule is, the party
is only liable to the party injured and the court.

The rules are laid down in the book, as wrong and incorrect, but
are as ill by their
down.

Why is not the defect, liable himself?
he is not a known public official — the

But for a statute prospective and
mitted by the defendant in discharge of a duty — Est. Di 120.
the statute is not made to penalize

Where there is a positive tort the official
capacity gives rise to the action — he may
be considered as liable as a private person.

But for the defect or acts of a special Est. Di 120.
defendant, associated with the injury, the
he is not liable to the party injured.

This distinction is not between the liability
of the defendant in case of mere neglect and mis-
guarantee, but not known at first, for her
a deputy is liable himself; for neglect or such as the misfeasance— for here the deputy is a known public officer—and the want of this character in the cause of his non-liability at all, the existence of it here will consequently render him liable.

After the death of the sheriff, and before a successor is appointed, the prisoner escapes, no one is liable, for when the death of the authority of the jailer ceases. The only remedy then is to appoint a successor to sustain the functions.

It should be remembered that the difficulty in mental prophecy, it is true that when the death of the authority of the jailer ceases, and the public would certainly indemnify him; again, if an injury has been sustained, retaining the prisoner is expedient.

If a sheriff has begun execution by sending a process, when an execution, and is remedied, for the process is complete— he must complete the process, at the execution is one act, and execution, if one certain thing, and therefore considered as done from the time of the commencement. The same rule holds in loans as to contracts. They must be paid annually, their authority expires at the end of a year. But acts begun by them before removal must be completed.
In any the sheriff is a judicial as well as an executive and ministerial officer. In both he has no judicial authority whatsoever.

I shall next state of the sheriff out as an executive officer, and as a conservator of the peace, in which latter character he is strictly an executive officer.

A ministerial officer Blake to be one who executes the law and obedience to the command of some superior officer.

An executive officer is one who executes the law without any such command of a superior officer, when he executes it executed.

In the first place then I consider the sheriff as keeper or conservator of the peace—12 T 265. In this character he is the first executive of the laws of the county—and as a general rule has a right to command the assistance of all others.

The sheriff has by law a right to command, upon all who break the peace or attempt to break it, and may bind them to perfect the peace. He is also an officer to apprehend and commit all delinquent persons to prison, and he is bound to defend the county against public enemies.

The for the proper function of executing all or any of these duties he may command the most constant of the county, which is

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Sheriffs and Jailer

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a 200 acre deed, property even the愿意, and after the arrest or surrender he must show. He must show his right to claim his act as a public office, that he has the power to act in this manner.

But a special deputy or bailiff must show his right to act. The arrest must be made in public on the public act. He must not be improperly arrested. The arrest is that it is not a known public officer.

Such a special officer must act as authorized by the law and must be shown his right unless it is demanded.

The sheriff in the capacity of minister of the county, and his deputies may demand the assistance of the county.

The state of law provides that in case of great opposition made or expected to the execution of a process, the sheriff with the advice of an attorney or justice of the peace may call the militia of the county to his aid. And the sheriff is bound to obey him, and he cannot return that he is unable to lay ex parte the evidence. This is in reality, conferring upon the sheriff greater power than he had at common law.

It is true that he could command the assistance of all the individuals, but as individuals, whereas he can command them as an organized body of men.
To ascertain how far a sheriff may lawfully act in breaking an unlawful escape or removing of a man from house or life, whether on their real
or personal estate. 1. In case of an unlawful,
violent, or illegal escape, no arrest can be made on Sunday, and if it
be so excused, it is void; consequently, no
death is in such case subject to arrest. No
officer for felony imprisonment. But if a
prisoner escapes he may be taken on Sunday
or any other continuance of the officer's
custody.

2. And in case of no illegal arrest on
Sunday, the sheriff will discharge the prisoner
on motion.

The subject of arrest is to intimately lead.
and allure the escapee that I shall assume
them both under this title.

Whenever a person being under lawful
arrest or detainer of his liberty, either violently
or privily escapes, he is restrained before delivery
by due course of law, he is said to have made
an escape. The evasion of lawful custody is
an escape. You will perceive from this definition
that it is essential to an escape that there be
a previous legal arrest. There being no wrong
in evading an unlawful restraint, and this
is implied in all. The doctrine of escape
then always implies a wrong in the escapee, being an
evasion of legal restraint.
Every arrest to be in itself lawful must be made by lawful authority. An arrest without lawful authority is void. But an arrest may be lawful sometimes by lawful authority without a writ or warrant.

When an arrest is made in pursuance of a writ or warrant, the general rule of it is, that if the Ct from which the writ issues has jurisdiction over the subject matter of the writ, the arrest is lawful. So that if after such an arrest the sheriff permits the prisoner to go at large, the sheriff is guilty of an escape. And thus it is true, the sheriff cannot be guilty of an escape, unless the sheriff permits the prisoner to go at large.

If the process is void however, he may not let the prisoner go at large, for he ought not to have arrested him. Of which a writ issues from the Ct of LC M, to the sheriff to make arrest on a plea of trespass, if the sheriff makes the arrest and the process be erroneous, still he may not let the prisoner go at large, for if the Ct has jurisdiction over trespass, which it would be otherwise were the writ issued where a plea or writ except the Ct had no jurisdiction for here it is the sheriff makes the arrest, he is not guilty of an escape by letting the prisoner go at large, for he had no right to arrest the man, and consequently
Sheriffs and Bailies

more to return issue here.

In favour of the sheriff makes an arrest upon a process which is absolute, void, it is not liable here to the court and the, unless the
suit arises upon the face of it. That is not so.

If it appears upon the face of the process that it is void the sheriff is not liable to the suit he is not.

In the above cases I have gone upon the
suppositio that there was no suit or anything to the
execute the process. For if the process avoide the
answer is void. For if a suit is returnable
at a more distant time of the court is necessary, the suit is void. The writ is returnable upon the subject matter of the suit.

The time in between in England is the
eighteen days, suppose the suit then to be made
returnable in the three or fourth or fifth
term, the suit is void for the same reason as
made returnable later than the suit already in
notwithstanding the suit has jurisdiction over
the subject and the suit.

It is absolutely necessary for the accru
suit of the debt that the suit such a suit
should be void. For if it were merely erroneous
it could not be set aside until the suit end
and if so he might of he could not become suit
to its point, until the time for the suit is
Sheriffs and Jails.

be returned. So that a malicious plea might have the effect confined to any person by time without any prejudice to the debt, delivery, or toll the act arrived at of which the suit was returnable, and then he could recover nothing for such imprisonment.

To apply the distinction above mentioned to the practice of county some distinctions are to be made. On county sewer proof over returnable from the act to which it is returnable.

In court of the county as fixed by a proper authority and the suit returnable to a court having jurisdiction of the subject matter after an arrest under it is lawful.

On the other hand if process is issued without competent authority and is not returnable to a court having jurisdiction over the subject matter, the process is void and an arrest would consequently be void.

This amounts to some principle to the same thing as the rule of the English law.

At O2, a sheriff having made an arrest, or process returnable, cannot adjudge to a stranger the liberty of the prisoner in his absence. So that if he have him in custody of a trespass he is guilty of an escape. So if he release him, he is also liable.
Sheriffs and Salaried

I believe however that the question is con-
trols different from this rule.

I observed that to make an arrest
by force legal that it must be made by persons authorized
that it. I further observed that the arrest must be
actually made before there can be any escape
Without both these circumstances there
there can be no escape

In the first place there can be no
escape without a formal arrest — that
then constitutes an arrest? Parer words never
must constitute an arrest — but there must be
Becoming an actual touching of the body of the party
that is to be arrested, or person of immediate to which
withdraw of the party, or submission to that person on the
part of the person arrested.

But actual touching is not essential
if the party immediately submits to the arrest
may even be told that he is arrested there being in
what is tantamount to as actual possession.

Of a man is arrested at the time what
while he receives a writ or power of the
is delivered to the police, the night is considered
in law to be in custody on the arrest of the person

60.84

Of course if after the writ is found at the
night or delivered, the sheriff permits the prisoner to
go to large he is guilty of an escape as
well as.
heres and garcias

and doubt whether he will then generally take down will hold as a precedent to be as a
principle, there being a difference from the practice here to that of england, but i respect goes not only
amount the person but against the city and

for the arrest must not be actual only
but must also be regularly made - otherwise

must be generally unlawful

is in all civil cases an arrest must be regularly
made with a writ or warrant - otherwise it
is unlawful.

and the arrest must be made by an

agent of that officer to whom the writ was

made as directed. this does not operate that the

arrest must be made by the hand of the officer, but

may be by his assistant. all that it means is,

that he must be in company by the person,

making the arrest unless his authority.

again, the rule requiring that the

sheriff must be in company of the fellow

and at the time of the arrest must be the case of

may not require that he should be in

right of the fellow, but he must be in the

same object.

in arrest as the sabbatt being unto sabbath.

the officer by reason that the power to go at

large is not guilty of an escape.
Sheriff and Officers

If the officer has an authority to arrest
2. May 22, the deft. refuses to arrest him, the officer is
No. 321 entirely under the arrest, the officer is liable
10. May 22 to the deft. or an action on the case but not
not guilt of an escape. So if an officer made an
518. 334 arrest by breaking the door or window of a
602.2.27 man's house, he is not guilty of an escape.
In breaching the house it is at large
Of the right of the sheriff to break
an outer door or windows.

A sheriff or other officer may not
break the outer door or windows of a dwelling
house to arrest the person in take his goods.

A reason assigned is that his house is his
castle. A reason alleged in the old books is
that the family would be exposed to great
danger from exposure to violence from the
doors being opened by the sheriff.

The trial reason is of general action,
and the doctrine appears to be right, above.

It is said because in Rome at the old

were given books that the execution of the process was
d per part. The the officer is liable as a trespasser. These
always attended the man on strange inconvenience.
in this instance it varying at one and the
same time that the man is lawful and the
person making it at the same time liable
to the suit, interested and to an indemni-

for breach of the peace. It would seem much more 
consistent with principle that the act should be 
behave - and taken on the actors on to 
establish their crimes.

The cases on this subject do not

decide what constitutes a breach. It
not requisite it necessary that the blame and

windows should be opened in order to make an

act a breach, but I imagine that taking

a latch or opening a door without permission
to be a breach. But in modern times our

principle of castle has been construed strict.

ly and extends only to the outer door or

windows of the house. The window may break into

one person's own house but cannot break into the house of

he may not do this without. But must first

obstruct that it be afraid.

Again the privilege of the outer door

and windows extends to the owner and fami-

ly dwelling in it, and not to a stranger. Of 1693 it

is in the house of Mr, and the sheriff must defy a

suit against. He report it to give them up

and to refuse the sheriff may break the door

to also of the goods of 1693 were their.

In the case of criminal process

this privilege is not allowed at all. The

sherriff might first to make entrance to his

self and demand assistance and then he

may enter by violence, if needs.
Sheriffs and Jailer.

In the case of the v. a person in the view of a crime.

In the peace or good behaviour their jurisdiction does not hold, for the trial of the nature of criminal process. To this end, one person when convicted, is subject to punishment without war.

2. Bankrupt, whether by a private person or an officer.

The privilege does not hold.

And when the house of a person is broken on suspicion that the owner has committed a felony the sheriff is answerable for it. But if the owner is known to have committed the felony no blame attaches to the sheriff.

If an affray takes place in a dwelling house, the house may be broken open to quell the mischief.

A house may be broken to prevent a breach of the peace likely to take place with persons and persons for an affray, their persons are no protection.

If an officer has a right of habeas, fascia, and is proficient to take the house, he may be made subject to be let down by the warrant of taking possession.

To be civil except the case of a banknote.

Cite 573. Persons the house may be broken, and the same rules I trust apply to all other houses or those not adjoining the house.

In case occurred in which the sheriff being having entered the house lawfully,
Sheriffs and Juries

was asked to keep out the sheriff, the latter was duly or held himself in breach of the door to release him.

a person (assisted at a civil process) entered into his house. The sheriff has a right to enter into the house to repossess his claiming a continuance at his curtesy.

but if a person illegally arrested by the breaking of an order took in his house. He is charged with another process in favor of another person. The latter arresting could proceed to the same collusion between the parties or selfs. except as determined by the law as of 1814.

rules voluntary and mandatory.

Every person committed to prison to be held in safe and civil custody of them the judge 2844. making the trinity to have the same number 2822.

for a moment he is made to an escape.

A voluntary escape is one that takes place 2822. 242, with the consent of the judge or officer having the person.

A negligent escape is one without such consent.

Voluntary Escapes.

If a sheriff is under duty to bail a person who is not to have available to him as 5844. of a voluntary cause. And if he prevents the defendant to go beyond the limits of the house, then 5806 for a moment he must the surety of a man. He is guilty of a voluntary escape for the law.
Sheriffs and Jails

June 1st, 1828. Commenced the court in the county. The time of the same as last against an order on execution, that he has not been committed to prison.

Sheriffs, commended on criminal persons are by law principally, if any one required to be confined within the walls of the prison. Those confined on civil process, if owing money to have the sheriff's hands, may have the liberty at the sheriff's order.

The sheriff if he is selling the property out of the hands of no estate, but to whatever decided on his bid a sheriff's sale, everything has a proceeding for a bond of bail, also and bail bond giving of a voluntary escape from the jurisdiction, and has never been denied to the law.

If an officer being him a person on a writ of habeas corpus grants demurr any necessary way or unreasonable delay, he is guilty of a voluntary escape. The sheriff being the person to bid at a commitment, time and in the most convenient way. This in a salable sale, and an office having made an arrest on some process having commuted his income with it. It is a condition that if he does not he is guilty of a voluntary escape. To all he foreground

Sheriffs are liable and subject to a deben.
Sheriffs and Jailer.

And as no man can continue his liberty without the liberty of a sheriff, and a man committed or executed by a sheriff is justly guilty of a voluntary escape.

If a person having the liberty of the goods shows a determination to escape us by a ransom, or by any other means, and he does not, he is guilty of a voluntary escape. If the sheriff, without any act of authority, escapes the sheriff, he is guilty of a voluntary escape.

And with regard to the liberty of the goods, we must observe that the sheriff is not bound to grant it in any case—he may lawfully do so—but he is always discretionary with him. And after he has granted the liberty he may retract it at pleasure.

By Negligence, Escape.

A negligent escape is one that happens without the consent of the officer. He is in the custody of the person, but if the escape be without his knowledge, it is a negligent escape. If it be in his custody, it cannot be a negligent escape.
Of the difference between an escape on mere and one on final process.

There is in some respects a very material difference between an escape on mere process and one on final process — and also in the consequences.

That which will constitute an escape on final process will not always be one in a mere process. The liability of the officer for an escape on final process is often different from his liability in a mere process.

If a person arrested on final process

39th. 421. is permitted to go at large even for a moment,

the officer is guilty of an escape.

But if a person arrested on mere process

and not committed may be permitted to go at

24th. 135. large if the warrant is false or the officer

47th. 415. will

29th. 295. if he be forthcoming at the return of the

sall. 128. writ. And in both the officer will not be

37th. 155.

sent to be subjugated if he be forthcoming during the

20th. 207.

life of the execution.

But if the person arrested on

mere process and permitted to go at large, be

2 Mac. 22. not forth coming at the time, the officer then

52 Wall. 99.

becomes liable for a negligent escape.

So that whether the permitting the person to go at large be an escape dependent upon a contingency,

62 Wall. 99.

I take this distinction, that a person arrested or committed on final process, if

2 Wall. 395.

he escape subjects the officer to liability. En
Hereford and Jailer's

an escape, but that if he be arrested upon some process that he may be permitted to go at large without undergoing the suffers liable to all other
his escape, to the confusion in the strongest
of the law
reason. In the whole end it answered in both
cases. In the civil process it is of a compulsive
nature—to induce the defendant to answer the just demands of the plaintiff. But if
he was permitted to go at large the whole object of it
would be defeated.

But the same process is only to have him that
come to answer to the accusation.

But if a person arrested in a felony has been
committed to prison, the jailer's permit, that says
the right to go at large and to do for a short period
be quickly at an escape. Do that at the commis-
and the instruction cases. But why is this the
case? — After a man is committed to prison
the law does not provide bail — he ravens his
an opportunity according to law to go out bail
and after hearing failed to take advantage of
it, he must be confined.

If in this case he is committed to go at large the escape is voluntary, 2206, 291,
and even the action of the prisoner into his
self will not bar the plaintiff's claim against
the sheriff in a voluntary escape. But the 2206, 291
the plaintiff should proceed to judgment against the
pluton — yet this would not be a main.
of his claim against the sheriff.

There is also a distinction in the consequences of an escape on summary and one on final process.

If one asserted an excuse for the escape, the plaintiff’s remedy against the sheriff is by an action in the case. The damages are merely pecuniary, and the sheriff cannot recover at the sheriff against the sheriff. Should the sheriff assert a local claim against the escaped?

In this case, the prisoner’s acknowledgeable right is his right to the life, or goods.

Evidences against the sheriff, in the case of the plaintiff against him for the escape. For no such acknowledgment would have entitled the plaintiff to recover from the prisoner, if it is but fair that it should be valid against the sheriff, and whose fault the plaintiff has lost the means to obtain justice from the prisoner.

For escape on final process, the plaintiff may have an action on the case against the sheriff at E. D., or by the statute 21 Geo. 2 of debt, at his election.

If the plaintiff bring an action on the case against theid the jury may give either the whole demand against the escapee or a

labour.
Thieves and Jailer.

If however the party give against the sheriff or damage, the whole demand against the prisoner, the plaintiff cannot recover against the prisoner. But if they do not give the whole demand the plaintiff may recover of the off. debtor.

But if the plaintiff bring debt against the sheriff, the party may recover by law to give the plaintiff the whole sum charged in excess of the debt.

One statute in Ron seems to require that in case of a voluntary escape malefactors upon arrest on notice or final, a subsequent the law of 560, 565 of action may be, the plaintiff may recover of the officer the whole amount. And I apprehend that the statute gives the same rule as all voluntary escapes from prison, or if taken in any one on an action for debt, or an action on legal process.

If a person arrested on some other is before committed, the officer is required the officer is not liable for the escape. But if the officer on final notice arrested the officer is liable for the escape to have sufficiency force to prevent his escape it is said. I do not see the reason of the statute on this text for why should he not have a sufficient force to prevent the escape in one case as well as the other. But how has he more time to raise the force commutative in one case than in the other.
Sheriffs and Sheriffs.

And after a debtor arrested or some persons and committed to prison, when no arrest was made by public enemies, by some rule in a bond, the sheriff is no excuse. The law will not admit the exception that any issue is made in that of the sheriff on his own name, except that of public enemies.

There is good reason why the sheriff should be liable for a rescue from prison. It is thought he have a priser sufficiently strong, and then it would not generally a sufficient case easily obtained, and he was always pleased a second round be if he were.

On those cases in which the sheriff is liable for a rescue the plea in the process was the sheriff or the rescuer at his election. And if the plea the rescuer, it seems an instance that he rescuer his claim against the sheriff.

The sheriff, how could one arrest be the sheriff answer his remedy against the sheriff, if he were the rescuer? If the rescuer to be that by bringing his action against the rescuer, he reduces the sheriff if I were, the rescuer against the rescuer, it did not seem so done in the book. The sheriff is liable, if the rescuer may be by an action ad hotam or trespass on the case. This I neither to be considered law, but I do
not think it founded on principles for the false
assumptions no more, at the best he makes only
a consequential damage, and his burden there-
by should be action on the case.

If the bill brings an action against the
recurso the king may give what dammi-
ger the plea, either wholly or in part, of the
original demand. It may however be assumed
what a rule will not give is that in the whole
of the rule quintessence, the whole
demand, the bill may lose the part recovered,
but not of the part given against the recur-
sa whole demand.

If an action be brought against the share-
st of an estate or more proceeds - his return
assumes in conclusion and defeats the action.
and his action cannot be contradicted. Sib. 4. a. 46. 2
less than the sheriff to return a return when
there was none. The plaintiff's remedy is
to sue him for that false return. Now the rea-
son why the bill cannot resort to an action
for a false return, instead of contradiction is
that the law will not permit such an of-
cicial act to be contradicted unless by pleading
omitting it directly on issue. And I do not
know whether there will still hold in Court, for
in some cases, if you have been able to satisfy
the return, without of a plea in abatement.
Where a prisoner is taken from the sheriff, and the latter has borne his costs, against the
rescuer, but I suppose that the rule applies only where he is liable over to the sheriff.
He has no interest in retaining the prisoner otherwise than that it is his duty.

And it is an established rule that if a sheriff keeps up a prison, on a false report, rescue is no excuse.
After a person arrested even on unsure evidence is committed, nothing but the actual
Grievous or public enemies will excuse the sheriff in case of an escape.

And hence it is a rule that such occasions do by anything else than lightning, is no excuse.
Now cases of this kind might occur very great hardships to the sheriff, and he might sometimes according to principles of
abstract justice he might, in such circumstances, but
the police of the land could not receive less.
And the legislature can interpose in extreme
cases, as they did in the case of the great fire
at London or the mob raised by Sir George Gordon.
Difference of the consequences of a voluntary and negligent escape.

It was formerly held that in case of a voluntary escape, an original process that the liability of the escapee was transferred to the sheriff, so that the platt remedy was against the sheriff only. This rule was established in order to operate finally upon the sheriff. But it is a very settled fact that this is not true, and it is settled that the platt may have a new action against the party creating, or upon a new execution, and may even have a new execution upon the old execution.

And if, when a person is committed for bail, on a new process, the sheriff permits a new execution, the escapee may have an action against the old execution.

But the officer, suffering the motion, escape cannot relate the proceedings, nor may any action against him, being part of an escape.
Sheriffs and Jails

is against C2. ex delo male mors naturae actio

But the debt, for he has sued and recovered, the sheriff may still take, and

But if unsecured it, the sheriff, may still take, and

For 8. 5th. Depl. 675.6, the prisoner, provided he recovered all the sheriffs debts, than the whole demand. But if he recovered less than the sheriff it will be considered in the light of special damages, and his demand ag

ainst the prisoner will remain the same.

But if the escapers be negligent, the sheriff may detaine the prisoner, or he may

Act 161. immediately bring his action against him for an escape. But if the sheriff has taken a bond at indemnity, he must resort to an action on

that.

But the sheriff’s bailiff cannot act C2. have an action against the escaper, even. The

Act 346. sheriff may have an action against him.

Ex. 53. because he is not liable, it is said at law, do not have a known public office, but is liable

to the sheriff, only as his private contract

with him. This reason seems a very artificial one.

A party escaping may be taken by an escape warrant in a State different from

in which the escape took place.

A question is whether a special bail may relate his principal in another State. I think, he has a right. And the Chief of Virginia.
decided that he had no right. But here it was decided that he had, and a similar decision also took place in New York.

My opinion is that an escape warrant went as a writ in any of the States; the right to take prisoners exists without the escape warrant. If a person arrested on criminal process, prison [223] 125 escape he is punishable for the escape in point of [126] 125 imprisonment. If he escapes to escape a. prison, it is the fact to guilt of felony. I conclude that these rules did not believe in them, because there has been no escape of this kind in Connecticut, and those have been never carried out because officers will after an arrest of a felon suffer a more negligent escape or punishable by fine.

An officer voluntarily permitting the escape of a felon is guilty of felony, but he cannot be punished for felony unless the person has been convicted of it. But he may be punished for a misdemeanor and subjected to fine or imprisonment. As the prisoner should not have been rendered a one convicted.
Sheriffs and bailiffs

In the case of a negligent escape, the sheriff has been obliged to try the theft, he may use doublets, maintain against the owner and indicted before a grand jury for money laid and recovered for his use. In this rule there is no doubt nor contra dict of admission. The sheriff is guilty of no fault.

The same point has been twice decided at Westmore, where the escape was voluntary on the part of the prisoner, and the last descent was decided to that rule. To that it must now be considered doubted there is not much to declare, and have always been neglected in favor of the same

in decisions. If the sheriff himself had permitted the escape, he could not recover being particeps venenis, but when the fault proceeds without his knowledge, he is not particeps venenis. It seems to me that the only of practical objection is that the sheriff, as much of offense, but here the sheriff is not guilty of an offense, and he cannot be indicted, for he is guilty of no crime.

Had a negligent escape the sheriff

relates to person, a petit jury before any an

latter brought against himself, his liability to

265

who may commit other such relating bar.
Sheriffs and Jailers.

the plaintiff's action against the sheriff, the reason I take to be that the prisoner being now in safe custody, the plaintiff has sustained no damage. But Act 6, 965 why should it not defeat the action after it is commenced? The plaintiff has at the time of the suit a right to commence it, and no act of the other party can defeat it. So at the same time the action of the prisoner will make the damages nearly nominal.

And a voluntary return of a prisoner, 23, 3, 125 in due custody, before action brought against 39, 6, 182 the sheriff, will have the same effect as a voluntary escape of great merit.

But in case of a voluntary escape, 24, 2, 394 no excuse for the sheriff for he must 39, 2, 374 no right to relate the prisoner. And as a recapitulation in such a case will not save the sheriff, no weather will a voluntary return of the prisoner.

If the sheriff permits the prisoner to go at large with the consent of the sheriff, the sheriff cannot have an action against him. But after a valid voluntary escape has been permitted by the sheriff, the absence of the plaintiff will not determine the right of his agent in action against the sheriff.

After a negligent escape the sheriff may relate the prisoner for his own security, even after an action brought against himself,
Sheriffs and jailers.

A sheriff has no right to discharge the prisoner committed or executed, upon paying to himself all the contents of the execution, and if he does, he is guilty of a voluntary escape. As upon the return of the execution he ceases to act as returning to the jail, and is merely a keeper of the prisoner.

I have observed that when a negligence create the sheriff must relate to the prisoner for his own security. But if after a negligent create the jailer in the process discharges the escape from his demand against him, yet the sheriff cannot relate the prisoner for the payment of his prison fees. On to his own he could have lost his lien on the person, but he could have retained him for that purpose.

A prisoner having the liberty of the said escape. The sheriff a prisoner has at much expedit to relate him as if he had escaped from the walls of course a recollection on presentation of a warrant in return saves the sheriff. But notwithstanding the sheriff is not himself liable, he may still recover on the bond of indemnity given him. As he can have no action on the case. For the condition of the bond is broken. As is true that the sheriff having murthered no real damage, can recover only nominal damages.
Sheriff and Jurors

...after such an escape, neither the. [Text unclear]...his baissant can compel the sheriff to come him again.

And after the sheriff's liability. [Text unclear]...of the debt, the he is liable for some damages.

Now the liability of the sheriff under our law, I believe to be two years.

But the sheriff cannot recover the debt of the baissant, he may recover special damages on the bond.

Suppose then that before the debt is paid, against the sheriff is barred, that the latter has recovered of the baissant the whole debt, and that at the mean time the debt's claim is barred by the statute, our Court decided that the baissant should be relieved as an innocent querela.

The rule as to declaring in an action for an escape is somewhat analogous. There are two kinds of escapes voluntary and negligent: different in their nature and consequence, and in the declaration whether the escape be voluntary or negligent. The consequence is that under a count for a voluntary escape the plaintiff must give in evidence a negligent escape, that would support the count. But how can this be? To this gives an answer when he says, that it...
It is, in my opinion, to denominate the escape in the declaration.

It is like pleading the plea before you come to the trial. If the event is a voluntary escape, the plea of recantation is never allowed, because it is the plea of a voluntary escape. Now then, if the plea is to be a voluntary escape, he states it to be on his application, this is to be by way of negation. This is now the common mode of pleading.

I have observed that for a voluntary escape to be a voluntary escape, the sheriff and excise are both liable, but for a negligent escape, the sheriff only. If the neglect is to the under collector, it seems that the sheriff is discharged; this is reasonable, the Excise act no authority.

After an action brought against the sheriff for an escape on final judgment, and before the العلي, the original judgment is reversed, the sheriff is discharged, so he may now plead and plead. But the original judgment being reversed it is not an appeal, so that the plea cannot support his action, not being able to have the matter of record on which he acted.

And is founded. But if after judgment reversed...
False Returns. 

If the sheriff makes a false return, he is liable to an action on the case for it, to the party aggrieved or demansted by it. And the defendant is liable to the amount of the damage sustained. In Court, the sheriff may deny the return or admit it. If the cause is done at O'clock, the return is done at O'clock. If then it is true, the return should stand. 

The sheriff must bring the returning party, and the false return. And both by the 6th and 8th of July, 1829, the sheriff should make a false return to the cause. This being an action to the sheriff, he will have a right to the action against the sheriff.

We have in Court certain rules introduced by Statute respecting escalator from persons different from those of the Court.

In Court, it is the duty of the sheriff to build, equip the common part in his court. In Court, however, this is the duty of the court. It follows therefrom that in every Act of the private, whenever the same occurs in the Court, the
Sheriffs and Sheriffs

...and not the remedy is likely upon that... The remedy against the county, not the petition of the court, is... if the negligence... The court. In general, however, the liability of... if the county has... of the county has... generally... in general... if the escape... it is, in... the... if the county has... if he cannot... if he has... if he cannot... if the escape... if the escape... the... if the... if the... if the... if the... if the... the... if the... the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if the... if...
This act I consider as declaratory of the
L 2, 1st for the reasons above mentioned in
from the wording of the act.
A bond by a pursuer to the sheriff
contending that the obligee shall remain a con-
tinue pursuer I have said is void. And a bond
that he will pay made a sine condition pro-
until the execut is satisfied is also good.

But a bond that the obligee shall re-
made a sine condition until the debt forein
fees, and interest in part as whole, ever. So that
what says the b whole bond shall be void.

Now the doctrine that under a con-
tract if declared void in part C, so that it
shall be void is deserving consideration.

Why should the bond be void further
in the above case than as to the fees and
board, the first bond being lawful. It being
legal by if to avoid all part of a bond that
remotest the rest is remain valid. The differ-
ence is founded I apprehend in this reason, the
act declare the obligation the security, in
which such illegal condition is continued to
be void, utterly void. So that the whole secu-
ity is void, and not void and, as to the
illegal contents.

Our acts 8c't to seem however to have 1885
thought that the bonds as such came, would in
not and guard the bond.
Sheriff and Gaoler

All prisoners are to be required to such work themselves except scholar &c. &c. The latter having dedicated all their property to the king, are to be supported by the public.

By the 1st law of Chatell, a debtor com-

muter to receive on any sentence, it is to bear his own charges and the expenses of commitment, if he has estate sufficient, and his estate, will be liable to them.

In the 2d place however, these expenses are to be paid out of the State or some treasurer. The prisoner is ultimately liable.

If a public receiver, a recent year.

2d. He is allowed by law, he is liable for the injury, and to a fine to the

3d. Under our 3d law there is a proceeding which has now become very common, and

which serves him from bearing his own ex-

penses. The amount of the estate is that he has not an estate at the value of 15 dollars, and

3d. 55.

Of a subject amount to discharge his debts,

when insolvent, thrown off, or by his estate.

An additional to this rule he is to be charged from the prison, unless, the follow-

ers with his weekly maintenance.
Here are a few miscellaneous rules mixed

1. If a creditor voluntarily discharges a
2. promise, asserts an executo whether committed
3. or not, he can never again relate him, nor can
4. any judge or court order him. The judge
5. as the rule requires, to say that the keeping of
6. the promise being deemed a discharge
7. for the debt, by relating him, he is convicted
8. as discharging the debt.

And that the discharge of the promise
9. should be in consideration of a new promise by
10. him to pay the debt, of the promise be broken, the
11. rule as heretofore is the same.

By hence the discharge here in can not
12. be the condition of the new promise, the pledge
13. must remain, a new trust must arise.

The judgment is completed, satisfied by
14. the discharge of the debtor, even the he promises
15. be repeated by some pledge.

And if a creditor given to the pledge
16. can not be conditioned for a reparation, in execution by
17. the debt, it
18. said.

If there be such a discharge the
19. debtor gives the pledge and is bound himself
20. upon the executo to the bond in void. On it
21. is neither more nor less than a ground given to
22. affect a false understanding, the having told his
23. lies on the promise.
Sherrifs and Jueces

It has been once determined in this book that such a bond would be safe but it is a departure from the City laws. Do not think that this rule will hold.

If two joint debtors, be released by acceptance of a release of one of them as the other, a release of the whole debtor. I speak here of a release from credit.

I suppose however it would make no difference whether the superior contract on which the said was made should be a general, which is not, or not even required in a suit against both the before joint debtors.

It was formerly decided in Court that if two debtors, a sole debt instrument be executed, both debtors shall be discharged, that the debt would be extinguished. The general ground of the rule, is that the defeasance created his highest remedy ought to be binding upon the party who had the defeasance executed. It should not be an absolute right. The same rule is true as to the death of one who has taken the highest benefit, or in default of his own, lose his whole estate, but that estate cannot be lost.

As of one or two joint debtors, died the debt of both, and as to the other were held not to be discharged.

But now in short 21 F. 4 the Court says one of these two rules is altered.

That statute provides that if the debt is in pursuance that the relief may be for a new execution against the estate of the deceased debtor.
And the prisoner be their debtor; or he have or sustain a mortgage, or estate, will be liable to the debt. If
before he is admitted to this until eleven o'clock, unless of some days' notice, must be given to the credi-
tor, to show any objections to it.
if the application of the prisoner is not received, he cannot make another at the
except to the chief justice of the court of Ch. Ill. or two justices one of whom must be of the
And if he is admitted to the debt, the it
judget may apply to the chief justice or two
which to determine the proceedings.
But the expense of his support, which
paid by the creditor is to be reimbursed, paid to
the prisoner, who if the credit will continue un
his to support the prisoner, the latter can,
never come out until he has discharged both
the debt and the expenses.
It is a rule of the 5 Lords oneائر
that debtors who from are not to be confined in
the same room. And if they are under
our that the debtors may recover treble damages.
Under our state of any county be the, but
state of a state, a prisoner required to be con-
mitted to prison, may be confined in the
state of any other county.
In Canada the counties last have an
authority to inquire into crime. A conferences.
Sheriffs and Jailors

Prisoners committed by debt court must be kept where the commitment is from the judge or if the sheriff, they must do it, he is limited for a voluntary escape. This authority does not extend to cases where the judge does not exceed seventeen dollars.
Husband's power over the wife's personal property.

On the subject of burden: same as perfect tenancy

shall consider the right which the husband acquires in the personal property of the wife.

This power may be either in reversion or in the nature of remedy in action.

As to personal property of which the wife is the owner, the husband acquires an absolute title in the same manner as if it has been acquired in some by grant.

In the death, the property goes to her. suit, is never reverts to her.

From this principle, it is apparent.

the executor of the wife may make. The husband is only liable for the debts of the wife during co-

situation. After her death, the liability is terminated.

and of the husband, even if the husband continues her personal property to be his own at the disposal.

This is the only case in which property is


due in an act of law.

in the opinion of mediators.

The liability of the husband does not

at all mean the circumstance of his receiving

any property from his wife, or leave his being

considered as the

wife in circumstance as the

suit. When her death, the obligation survives against the

The husband is joint with the wife for two reasons. The is distinct by the marriage of the
Baron and Dein

Human rights to the wife’s choses in action, personal property, and would therefore be liable to imprisonment if the action could be sustained against her. The law will not bar or to the benefit of the husband, and will therefore never render her as a
misappropriated without her. The marital rights of the husband, under the paramount to the rights of any other person whatever.

Right of the husband to the wife’s choses in action.
The choses in action, I intend her bonds notes or, and with these in附 with her right to damages for an injury.

The husband’s rights over there are not to constitute an over her personal property or professorship. If the PL, the husband may reduce the wife’s choses in action to possession, with make them absolutely her. But if he does without doing this, the will belong to her; and if she dies before he choses all actions are reduced to effecting, they go to her nearest

When a contract is made with a man before marriage by which she is entitled to a man.

Nothing can be of money on the death of the husband, her is

If the husband’s attorney receives the money on the wife’s choses in action, it is a receipt of her and more in the family.

The husband’s name before the wife’s choses in

actions... is a man and...
Wife's choice in actions.

In this respect it is a limited one. She must make the assignment on a valuable consideration, or it will not bind her.

Although by marriage the personal property of the wife is at the husband's disposal; yet of the marriage, he agrees to settle lands, at all time upon the wife, and not until that is done, the personal property of the wife shall rest in some other person; and he owes without making the settlement or leaving property, in which she may choose a specific performance, it has been decided that the husband's executors shall be answerable for the personal property of the wife, until a settlement is made, upon an assignment to an agent.

The husband can also direct over the choses in action of the wife; but on his death if not a discharge the choses to her or her issue.

When the husband becomes a bankrupt, the choses in action of the wife are by operation of law transferred to the bankrupt. The principle is that he is as much liable as her debtor at the time of the commission, and for his own debt, and her debts as discharge to the commission.

The husband may prevent these choses in action in making a competent settlement on the wife. This must not however be a settlement of a mere nature in lieu of dower, there must be an agreement express or implied, made before marriage.
Marion and Men.

Under chancellor in action.

Articles of agreement to settle an estate upon
the wife, have been also obtained to be a purchase of
the wife's choses in action. On these articles
would be declared to be executed in Ohio.

It may happen that the husband cannot
execute at law, nor in common law to go to Ch. to col-
duct the wife's choses in action, as where they are
held in others in trust to the wife. Ch. of Ohio
will never compelling the trustee to give up the
lands, etc., unless the husband will make a claim to
make a common settlement on the wife. This may
be however generally waived by the wife.

It is common however for Ch. to allow the
husband to receive the income to be made on
settlement. This is in the maintenance of his family.
Ch. of Ohio will exercise discretion in such case.

The assignee of a bankrupt are in a case
compelled to the same situation as the husband.

They must make a provision for the wife, if she
would claim the aid of Ch. to give the beneficial
interest. But is it otherwise if the husband con-
not for a valuable consideration, these choses in the
charges. If none to the wife is some inconveni-
ence in these decisions with the principle of the
other cases. As here in a circumspect manner, the
husband is allowed to avoid himself of the prob-
ess of property, which otherwise he could settle
without making a suitable provision for her.
Wife's actions in action.

Assuming the trustee is willing to pay, or defer, give up the claim in action to the husband, by will or by letter, interest to prevent that. They only interfere when the parties are compelled to apply to them.

It has been determined in one case, that money (not the separate property) in the hands of the trustee for the benefit of the wife on her death belongs to her estate.

It is difficult to perceive the principle on which this decision rests. It appears to me that the money could go to the estate of her husband, if it were to make a mistake on account for the wife. The estate must have considered that as a money in action, which is certainly incorrect. That if the same time the decision would reasonably have been confirmed.

The rule which I have been considering, is the rule of the Court Law. Those who have been heretofore by that will be noticed.

It is now settled that the husband is the rightful administrator of the wife, and in that capacity receiver the married woman's action or estate. After he has administered or paid off the estate, it would be obliged to account to the husband to her estate of her. But by the statute of the he is made entitled to the recovery, he being liable only to account.

Now in cases of the State where is such statute as the ag ill? the question then arises, whether he is obliged in those States to ac-
Baron and Dame

Husband's right, as administered in the remedy of the wife's joint property, is not as between husband and wife as at Common Law, or when a husband as in Eng under the Stat. entitled to the

or the other was compromised without a divorce. I believe it is still depending in Virginia.

The question is that the husband has no right to take the residue, but when there is no trust, it

accountable like any other administrator.

under the Stat. of Distribution.

The most ancient doctrine on the silence of intestacy was this—that where a person died

intestate, the heir as parens patriae held the legal title to his personal property in trust as

two widows, for the relations of the deceased. The other widow was to be disinherited for the ben-

dit of his soul. As the heir could not as parens patriae execute this trust, it was given to the clergy

most proper persons. They applied the proceeds to what they called priest users and being

accountable only to God, defrauded the creditors and widows and orphans.

4 nec 55. 35.

The best check arises to this abuse was

by stat. of 1752, which gave an action to every

has against bishops to recover their acts.

4 nec 55. 35.


Baron and Fane

Husband

... and to the residue of the wife's share. And afterwards the state of Odo's enabled them (as the bishops) to appoint administrators, who were to be the next H. 23, 23, 24.

... The estates which formerly belonged to the H. 24, 22.

... Then this estate the husband was held to be entitled to the administration of his wife's estate. By a subsequent stat of H. 8. "The administrator was given to the widow as part of her..."

... But even in the practice of appointing the deceased's diminution to his wife, was consideration.

... The administrator claims, as before the death, so were not compatible to reckoning a husband to be the receiver of the deceased, then not superior to the same in immediacy. And this was to decide, so that husbands as well as dominating lives and residue, the residue, which was left in their hands.

... In remedy of this evil, the H. 24 Stat. was enacted confining the administrator in dealing with to the residu of heir of the deceased. From this view it appears that no new obligation was imposed by this stat, but only a remedy given for enforcing, what before ought to have been done. So that the subsequent statute respecting husbands' from accounting, was not an effect of the new law.

... in some of the States. Here is no statute...
Brasson and seine.

After leaving the view.

Suppose therefore that if the declaration were made in the court, there can be no question, but that the husband must distribute the entire amount.

The separate property of the deceased will by force of the same law go to the husband or administrator in the same manner as her other property. In the case cited the Chancellor may, in conclusively say, the husband took all on account of his wife. This is certainly not true. He takes under the statute.

Suppose an annuity is granted to a true wife, who afterwards marries, or after annuity. Now assume there arises whether the annuity belongs to the husband or the co-widow are given to the husband by the statute. The is entitled to receive security after co-widow by the common law, they being the equivalent of real property, to which the husband was always entitled. It not being in the case where the immigation of one successor, it would seem was brought with them to this country.

Right of the husband in the wife's judgment, her chattels real and her real property, during co-widow who a husband.

When a judgment has been recovered in the name of the husband and wife, for debts due to the wife, if the husband, before the judgment is collected, the defendant over to him, but if he dies before, the judgment still belongs to her and her heirs.
Husband's interest over the wife's property, &c. &c. &c.

This latter part of the rule is analogous to the law of

Bacon's Time in other cases of Choses in action mentioned

above.

Any what principle is it that the husband becomes

entitled absolutely on the death of the wife to an

uncollected instrument given on a debt due to her?

She takes it unencumbered, by the jurisprudence

of the case point. To be, a joint owner of the same?

This is certain; no other principle on which he

can receive any absolute title. In some of the States

the jurisprudence is exploded, & in those States if

the symmetry of the law is preserved, the husband

must account for such a judgment, as for other

chose in action uncollected by the husband.

If he isAward to the wife it will be of

the debts in his hands, & where the debt at

the face he must distribute it with the under tow:

in other cases, his principle has been so en-

acted and is in. Down

Suppose a husband pursuant to a claim of

his wife's arbitration, an award is made that

the money be paid to him, & he dies before the

award is paid, is entitled to it. If he could

owe in a Ch. without joining his wife the sum

owed, then in the same. The award amounting

the to duty to the wife, creates a res judicata to the husband.

The husband has a power to enforce all
Wife's chattels real.

The owner is action at the will during existence.

But if the will bear an annuity to her, the
husband releases that to the grantor (the
annuity
P. 572.
being real property) that release will not render
husband insolvent after death from recovering it,
husband's recovery over her Chattels Real.

Any marriage the husband becomes entitled to possession of the wife's chattels real as of her choice in action. The wife's chattels real may be taken on execution against a judgment for recovery against the husband, the her choice in action could not be.

If the husband dies without having
P. 572.
executed or the wife's chattels real, then belong
P. 572.
to the wife; but if the dies first then go to
P. 263.
the husband. In what principles do Chattels
real on the death of the wife go to the hus-
bands, by the law is different with regard to
her choicer in action.

It has been make a question whether this
law exists in those states, where the use accres-
cence is not in force. The elementary writer tells
us, that the cause of the husband, taking the
wife's chattels real is that the husband's wife
are in the condition of joint tenants, will re-
spect to her chattels real. Must I apprehend that
this portion is wholly suspended and that the
husband's wife cannot be joint tenants.
grant tenancy requires an unity of time, and that the estate be created by the act of the parties: and there must be also an unity of interest. But here the title of the wife accords before that of the husband, her right accrues by act of law, and it's extent is subject to her, since she has the fee. The truth then is, the common law provision must apply, to as much as is to.

The husband may, for a valuable consideration, a conveyance of the wife's chattel real by

The conveyance of voluntary dedication must be by deed. Wills 321, 322.

But if the lease the term for a valuable consideration. Even in such, the rent is to be paid to the widow.

The husband married a wife, who had a lease for 20 years, to make a lease for 30 years, for a certain sum payable to him and his executors. In the case cited, it seemed to be very much favorable to determine, to whom the rent was to be paid. According to the rule I have laid down, the husband's case would be entitled to it. I cannot account for their decision.

One of the justices determined that the rent was gone proceeding on the same ground, that the lessors' interest as the term was real property, and payable to nobody. The other justice, with his more correctness, held that the wife was entitled to the rent, for the remainders of the husband's lease.
Baron and Teme.

Under Chattels Real.

If a person possesses of a term moves or dies, he acquires no right to dispose of it.

The husband has the same power over the hus-

band of a term belonging to a wife (not to her

separate use) as over the legal estate.

The if the term is settled upon the

wife, for her maintenance after her husband's

death, he has no control over it.

The only reason why the wife's choses

in action cannot be lived upon is that they

cannot be sold. If of the husband abounds,

apprehend they may be taken by foreign Attachment

in Connecticut.

The wife was disposed before

marriage, and during cohabitation without ob-

taining actual possession, in law, the husband
could not be entitled to it. A mere possessor

has been placed upon the same footing. They

were Mes could not be her laws, as we only

require ownership a not tenure.

The husband has no power over a chattel

real holder by the wife or executrix,

The husband has no power over the sep-

arate property of the wife, whether her

interest is a chattel or a leasehold.
Baron and Dame.

What are the husband’s rights in the wife’s Real Estate?

The husband by the marriage acquires a right to the remainder of the wife’s estate of income. 

1. The husband acquires a freehold during the coverture. He has then a freehold estate on the land which may continue on his life. The law continues the freehold on the land.

2. The remainder is the wife as before. On any renewal (by cutting down trees, etc.) which is an injury to the husband, the wife must be joined in the action. But in an injury to the remainder, the husband alone must bring the action.

A wife being, like a life, the life afterwards made another lease for life in the name of the husband. The husband and wife – Did the wife waive her first lease? No! She could not contract being under eviction of her husband. The second lease does not then make the husband a joint tenant.

On the death of the husband, the land, the wife, his estate, takes nothing, but the remainder. The wife’s name is taken out of the land. To take these he has a right to enter. In the death of the wife, what ever having been born alive – the husband has no sinister title to the estate.

Husband’s wife holding lands in right of the wife are divided. If the dowerer dies, the husband’s right of entry is taken away. But if the wife survives her husband, is her right of entry taken away? It is not.

But that it is not. Suppose the dowerer was before the marriage, is after the marriage, the dowerer dies, the wife of dower is taken away as well as that of her...
Husband and Wife

Husband rights are the wife's real estate. In the event that the husband may have entered before marriage, the law of limitations has not begun to run, it never does.

Gavelkind lands do not require the birth of a child, to entitle the husband to beauty. In fact, our lands were all held originally under the charter as gavelkind, and the tenant as first altered in this respect, acts to the contrary. As to the statute, it is to be stated perhaps it is now too late to raise the question, after an assurance for so long a time, whether the birth of time must be necessary.

The husband shall have certain "the wife"

Equity of Redemption, in any trust estate or inheritance, once more in the wife.

If a lease be upon marriage, the husband is entitled to the rent, which comes in place of the remainder.

It is said Watson in Palmer that a part may to the rent does not discharge the whole, even if he has no notice of the marriage. And if apprehensive cannot be reconciled with the principles in similar cases.

Rent in arrear which accrues before eviction is like any other chose in action, which belongs to the wife, until restored to possession.

For the C.C. no action is impugnable to a wife to her interest in lands demanded to be dividing cotenancy. But if there be a condition annexed to the grant, on the non-performance of which the estate is to be void, or of no effect - if the condition is
Rights acquired by the wife as point of property.

In point of property, the wife is entitled to the estate in an end. This is the doctrine that prevails in all cases.

If an estate is given to husband and wife as joint-tenants, if the husband die, before the crop has been reaped, who is entitled to the emblement? The answer is that the heir are contradictory. But I think the governing is the principle in the cases of emblement to decide the question, if the crop is reaped prior to the death of the husband. Who was entitled to the emblement? The wife, without doubt.

If a farm were sold in fee simple, and the husband die before reaping the crop grown, the widow is entitled to the emblement.

Rights acquired by the wife as point of property by marriage.

The wife by marriage obtains during coverture of the husband only a right to maintenance (in point of property) and upon the death of the husband intestate, she is entitled to one third of the remainder of his personal estate, if he left children, one half of if he left no children. This right is founded upon the general of domicilium, which has been universally approved in this country.

But there is one species of property called her personal estate, which consists of her clothing, jewels, ornaments, personal jewels, watch, etc. which are necessary for her own support, and if seized, are strictly her own and not liable to be taken, during coverture, for the husband's debts or execution.
Baron and Exemee

Rights acquired by the wife in property.

But as to the latter, the rule is different. Then if it is true cannot be devised away by the husband, but still he may deprive her of them, during coverture. But if he dies they vest in the wife, liable on failure of other assets to be devoted, or taken by the executors to pay debts. She is preferred however to legatees or any voluntary.

These are less even above her children.

The wife is often viewed as executor to her husband, in respect to her paraphernalia taken in her during coverture, and pledged for payment of her debts. She is preferred to all others in much a case.

Where lands are charged for the payment of debts and on the failure of the personal goods. The wife's paraphernalia are taken. She shall be allowed, until to stand in the place of the creditors, recove upon the lands to the value of her paraphernalia.

So too where the personal estate has been, all taken by the specially executor and her paraphernalia are taken. She may stand in the place of specially executor, come on the lands.

Of the same in such cases gone so far as to give injunctions to preserve the value of the wife's paraphernalia.

If the wife should never take her paraphernalia herself, the executor is not entitled to same, but when the death they will go to the next of kin.
Norton and Tenne

Rights acquired by the wife on the death of her husband.

If one of the united real estate is made a

trust in the hands of the issue after the personal goods
are exhausted by payment of debts. Suppose in any of our
States the personal debt is exhausted, can the equitable
value of the real estate be taken below both kinds are exhausted? This
may be a question which will make some trouble in
and England.

Rights acquired by the wife on the death of her husband.

By the death of the husband, the wife becomes
the remainderman entitled to one-third of all the eq-

due to them, of which the husband married
during coverture. In this case the common law did not
require actual proof because the husband could pro-
cure that at any time.

This estate the husband cannot devise the
wife of by devise or by any alienation, for which she has not joined.
The estate must be such as one
as if she had had a child, that child could have inher-
ted it, this is not necessary that a child should
be born.

Alterations in the common law, have been made
by Statute.

The husband after marriage lives for a term of
years all his estates of inheritance — till the wife
on his death shall be enfranchised of it. This creates a
question in Court. Here the wife is only entitled to
issues in an estate of which the husband died seized.
Wife's right of Dower.
Notwithstanding the lease the husband has and power, but the words of the statute are "of which he was possessed." But I apprehend that the husband's possession would be considered as his possession.

The heir is compelled to resign Dower to the widow within a reasonable time.
The wife may be bound of her power to alienate, even after age, by stipulation with an adulterer. This however will not discharge the husband from the performance of any settlement on marriage articles.

The most usual mode of conveying Dower is the settlement of a pointure upon the wife before marriage.
This security must be real property, i.e., an estate of inheritance or for life of the wife in lands.
It must be so created that the wife co-inherits on the death of the husband and immediately enters upon possession. It must be a competent settlement in a lease estate made directly to her, not through the intervention of any trustee.

It must be declared in the instrument which can agree to be in lieu of Dower. Else it will be considered merely a marriage settlement.
If it should happen that the title to the lands given to pointure is defective, the wife has a lien on the other lands of the person who settled it.

When the settlement was settled after marriage, the wife's performance of articles entailed into the fact, it is an option of the wife on the death
wife right to Dover—
of her husband to take the present or want to her own.

The wife may after marriage join with her husband in buying a house to bar her of her marriage rights. She shall make a voluntary settlement of land on her daughter, and then marry a second wife and settle her name on her as a presenture. She shall hold them for she is preferred over to executor.

Of a man by will gives property to the wife, shall the wife, in case of divorce, she may exercise her choice, whether she will accept of it or not instead of her dower. Her dower, in case of acceptance, shall not abate with the others, on a deficiency, of assets.

A practice has grown up of giving a third of the estate, mostly of giving in a man's last will one third of his estate to his wife, three fourths of the rest. These wills are made by ignorant men; no mention is made of the wife taking the third devised to her in her of Dover. On strict principles, would not the widow be entitled to her dower, besides the third devised to her?

A covenant to settle a presenture is not a voluntary covenant.

It was determined by Chancellor Dear that a lease given for a sum of money is trust for the wife's livelihood, was a bar of Dover. But the question of her election a natural did not arise in the case. The question is, in the estate of the prorater, and claims the better of the three.
Wife's right to Dower.

Without exception, it is collected from the case that she could not be entitled to both.

It has been made a question whether a joint-"wife" can be a dower or a will as an infant, will for her dower? The question is that infants are not to be bound by their contracts. But a joint-"wife" cannot be considered as the nature of a contract, it is a provision made by the husband for his wife. 

Appeared, but if it is to be considered a contract, that the wife, as an infant, ought to be bound by it. For if the law allowed her to make the principal contract, or the marriage, it would seem reasonable, that she should be bound by those acts which are incidental to it.

Whatever is given to the wife without mentioning that it is for her dower, is considered as a gratificatory gift, not a contract.

The wife has a right of dower in all the mortgaged estates of her husband. And if they were mortgaged during coverture, without her consent, she need not ascend in order to entitle her to dower.

If the estate were mortgaged before coverture or after with her consent, she need be obliged to redeem, if she wished to be entitled to it.

If she pays the whole amount of the mortgage, she will be entitled to hold the estate until three fourths of the mortgage money are paid to her. But on this as she has the remainder of the estate in interest is to be paid her.
Marson and

Title right to Dower.

If the husband is convicted of treason, the wife is also as not entitled.

If lands are settled on the wife by way of gift, she may mortgage without her consent, she may receive the purchase a resort to her Dower. If the acceptor of the mortgagee rescives, the heir must redeem the estate, she will take it unencumbered.

If a man leases an estate for life, she marries and dies, the wife is not entitled to Dower in it.

It has been a question whether the wife shall be entitled as an equity of redemption, under the mortgage made before the marriage. Sir Joseph Pink 21 U. 252. Yet decided that she should, but that opinion has since been overruled. The Supreme Court of Court have unanimously decides that the wife is endurable at such an equity.

The wife of mortgagee can never be endurable of the mortgagee premises. She is the legal owner, but she holds the legal title merely as a security for the money lent. In reality, she is personal property. The mortgagee is trustee for the mortgagee. And the wife of a trustee estate can never be endurable of the trust estate.

This principle will not, however, be admitted to cover deed.

Estates often devise lands to pay debts and legacies, or then to another person or to. If the devisee dies before the debts or legacies are paid she is said never
Ward and Denver.

Husband's right to property, according to the wife during coverture.

It has been said that the law considers him as being never immediately on the death of the husband, t. the wife will have done, in the reserve after the trust is fulfilled.

Of the husband pays his land and dies, where he a
his wife and spectators, who having a right to done

takes the enclined and the Denver.

Husband's right to property according to the wife during coverture.

If personal property is given to the wife, not to the sole & separate use during coverture, the husband takes it absolutely. If he dies before it is paid, it goes to his executors.

If a loan is given to the wife during coverture, the husband may sue upon it, without joining his wife. And if the husband dies without collecting it, it is paid in fees that it goes to the wife.

Doughty lay down the rule (as I think correctly) that when the husband may sue alone to recover a loan, it goes to his executors, and as to property accruing during coverture, the husband need not join his wife, at an action to recover it.

The law always allows the wife to join in an action to recover on a claim of which she is the ministering cause.
Damages for injuries to the wife's person, or property. These belong to the wife, not to the husband, whether he is joined with her or not.

If the husband dies before or after judgment they belong to the wife, since she must be joined in the suit. If she dies after judgment they go to the husband. 12 Mod. 620.

In case of assault and battery, the wife may bring an action for maim, money, and the husband an action of trespass for true servitude amount. Whatever is acquired by the servant of the wife belongs to the husband.

In case of slander, the husband may sue alone. 3 D.R. 637. In such case, the action is in name, trespass in fact; and virtually, it is an action on the case. The wife is considered as having no will. The husband sues alone. If he commisses in the adultery he is entitled to no action.

This action can never be maintained, when the husband and wife live separately. The husband further, if the injury is to the person of the wife, or to her servants.

She has by the articles renewed her rights to her person and therefore receives no remedy from her relation.

The remainder of his marital rights binds him as far as the articles extend. If he renounces his right to her property, he can bring no action concerning that.

The damages recovered in an action at common law are to be proportioned to the previous character of the wife, and other parties.

The marriage must be proved.
Power of the husband over the wife's person.

It was formerly thought that the husband had the same power to chastise his wife, which the master has to chastise his apprentice. But this has been otherwise decided in Court.

The action can be maintained by husband & wife against each other, but if one is injured by the other, the remedy must be sought by a public prosecution.

When the wife departs from her husband, he may sue her in her home. And if she is a runaway and destroys his property, he may imprison her. But when she is admitted and endorses to her friends, the law justifies them in protecting her.

Husband's liability for the debts of the wife, &c.

I have already noticed the husband's liability for the debts of the wife. The subject will now be more fully considered, together with his obligations to perform her duties, and his liability for her heirs and executors, and how far she is exonerated for her crimes.

This liability for her debts:

For here the husband is liable during coverture whether he received any property with her or not. If a judgment is obtained against him, during coverture, for a debt due from her before marriage, he is bound to answer this judgment at all events. If the judge of the court transfers it to him.
Husband's liability for her debts.

The husband is not liable on the ground that he has received property by his wife, for then he would be liable after the execution determines. And he never could on the ground be liable greater than to the extent of the property received in the wife marriage. But the debt survives against the wife after the death of the husband, the property does not revert to her. This is the only instance, where property is transferred by law so as to survive executory.

If the wife over the her husband her receiv'd engaged her personal property so he is not liable to pay her debts.

The true ground of the husband's liability is not the probably of the wife, or his receipt of property by her but he is made liable, because the wife can be no civil must be taken in execution, or imprisoned without her husband. Were she imprisoned she would have no means of establishing herself, but would be absolutely dependant on the caprice of her husband. He must therefore be joined with his wife, that execution may issue against both, and that they may not by imprisonment be separated from each other.

If the husband is discharged or escapes, the wife must also be discharged. For the law will not suffer her to be imprisoned alone. If the wife is joined taken in execution she cannot be retained an executive any longer than for a reasonable time to make search for her husband.
Husband's Liability for the Wife's Debts.

If both are taken, the husband promises bail for himself, and the bail must be discharged on common bail. If the wife procures substantial bail for herself, she may be discharged without him.

If the husband is acquitted, and the wife is not liable by the verdict as judgment against her, she is not liable. If the wife cannot be recovered without her husband, and this is the true ground of his liability for her debt.

When this reason ceases, his liability ceases. His death discharges his representatives, and his death discharges him.

But it is said there is a late case, where a married woman who lived on separate maintenance, was discharged on common bail, who the husband had renounced his right to her person. But the case cited does not afford the grounds of his liability for her debts (supra). The only reason why the husband has an claim on the person of his wife, living on separate maintenance, is to be found in the articles of agreement. But in this case there was no covenant renouncing his right to her person. He might therefore have claimed it at any time.

There is one case, where the wife may sue civil process be impressed alone. This is where the suit is commenced before marriage against her, judgment obtained afterwards. Great may here be filed against her alone, and her body taken in custodia.
Baron and Dene

Husband's liability for the wife's debts.

In the case cited at the margin from 1 Adams 109, the action was brought against husband and wife for a slander by the wife. The husband died, and the suit was revived against the wife alone. She married a second husband, and it is alleged to the opinion that the suit against the wife abated. But this is opposed to principle, and to the current of authorities. The debt here, by her own act abated, the defendant met.

It may be said that in one case, the husband's liability for his wife's debt is not discharged by the covenants being determined. It is admitted that if judgment is obtained against the husband and wife during coverture for a debt due from her, the husband is liable after her death. But the rule in this case is not broken. The reason of his liability in that the debt has been transferred to the judgment to the husband.

A woman while sole bought articles, and gave her note for the value. They came to the use of the husband, and must after her death compelled him to pay the note, though it was not collected during coverture. The wife's debts due before coverture are discharged by the husband's bankruptcy. This is a proviso made in favor of the wife, since her chance of having any property from her husband is gone.

Indeed her chances in action are transferred to her assignees under the commission.
General. Husbands liability to suit comes next to the wife before securment.

The husband is liable for all acts committed before securment by his wife, if the damages are collected during securment. But the wife must be joined with him, for she is liable, and her liability survives after the determination of the securment.

Of the husband dies his representative is not liable, for a deo personalis mortuis cura persona.

So acts committed during securment are the presence of the husband, the wife is not liable. The husband is liable alone. It is said she is under his coercion. So if the commits the tort by his direction, the not in his presence the rule is the same.

This is true of no other relations in society but that of husband and wife. All other agents are liable for their torts, as committed by command of another.

But for acts committed by the wife not in the presence of the husband, she by his direction not present, she is liable with her husband who must be joined in the suit. And if they are not suit during the securment, the right of action survives against the husband.

Once is a query suggested by the estate of Farmer's estate, whether the husband is bound by a contract made by the wife, under pretext that he was a donee. Such a contract, of itself, does not bind him. But if the goods purchased come to
Baron and Done.

On the wife's offences against the law of the land, his wife, he may be made liable. But his liability does not arise on the ground of a contract by the wife. Hence by denying the certainty he ceased to act as his wife. But the husband is liable with her on another ground. This contract of the wife is not liable to a suit, for which both are liable during coverture.

For the wife's offences against the law of the land.

Thus the husband is a general, the husband is not liable. But where imperative a capital punishment is inflicted she alone is liable. If the wife is found in a nest, her husband is not liable.

Generally the Duties due from the wife before marriage must be performed by the husband after marriage. As if the wife has children which she is bound to maintain, the husband must maintain them during coverture. If the wife was not bound to maintain them before marriage, the husband is not bound to do it afterwards.

In the case cited from Darmorp it was held that the husband is not bound to maintain a child of the wife in a former marriage. This is laid down as a general rule. But so far as it goes to excuse him from the maintenance of children, when she was before bound to maintain, it is clear, I think, a violation of the principles of Baron & DONE.

But there is a well established exception to the rule that the husband must perform the duties incumbent on the wife before coverture.

He is not obliged to maintain her parents if she was liable before coverture. This rule was not
suppose adopted for the purpose of maintaining its.

maintaining its peace. But it has always been explained that it is the duty of the husband to maintain the peace of the family. If a man married a woman who had a large personal estate and she died leaving a large personal estate, the estate held by the husband liable. This is an immutable rule.

If husband and wife commit an offence together, which is malum prohibendum merely, there is no offence of the wife.

All offence against property only, however, previous committed in the manner, stands on the same ground.

That this rule does not apply to acts of malice or crime as would have been carried on in a state of nature. Do the rule as it relates to malum prohibendum, there is one exception viz. Reason for which the wife is liable, the committed together with her husband.

Which is the case, in which the wife is holden liable, that she may be presumed to act under the coercion of her husband. This is where she has a back home. The law supposes I conclude a willingness on her part.

The wife cannot be an accessory after the fact, where the husband committed a felony, but she may be an accessory before the fact.
Baron and Teme.

Contracts of the wife which bind her husband but not herself.

The wife may act as attorney for the husband, and when she acts in that capacity, she is bound.

There are two grounds on which the husband is liable for the wife's contracts. 1st. The agent of the husband either before or after the contract is made. 2d. Where there is not agent. It is just that the husband should be bound.

The husband will be bound by all such contracts of the wife, as she has been in the habit of making, he of ratifying.

To be will be bound by all such contracts as will be unless in the country unless made. It 1828/129.

It makes no difference what the contract is. If the husband, wife, purchases articles for the use of the family, in this country, the husband would be bound by the contract.

Whenever the fruits of the contract come to the use of the husband, and are voluntarily received by him, he is bound, whether the wife has any authority or had been accustomed to make such contracts or not.

The law raises an implied promise in such case, that the husband shall do what justice requires. There is indeed no agent in this case. But in contracts of present lies in many cases, where there is no on.

The presumption against, as where money is obtained by force or violence, or also the husband may be the agent for the contracts of his wife, on the grounds of the peculiar situation of his family, or where he has left
Henry's Contracts.

The contracts of the husband and the wife, the husband and the family, or the husband and the wife, are to be performed by the husband. In the case of the husband, the wife, or the husband and the wife, it is to be remarked, there can be no agent.

The husband is also bound by the wife's contracts for necessaries for herself, when she refuses or requests to provide for her. This is on the ground of his duty, not of his agent. He is bound by such contracts even if he turned her out of doors, and could not provide all the necessaries for herself.

If the husband or wife leaves her without reasonable cause, he must pay for the necessaries. The court will, on petition of the wife, in such case allow her a separate maintenance suitable to her rank, to the portion she brought to, and the husband has then no further liable than to the cost of the maintenance.

If the husband offers to be reconciled, the court will suspend the payment to the wife until she agrees the money to be paid into court. If he uses her well, it will be returned to him; if not, she will have none in again.

If the wife escapes with an outlaw, the husband is not bound to maintain her, nor is he obliged again to receive her. By such an escape, her Dower is barred, it is said.
Baron and Baron.
Wife's Contracts.

And a jointure would not be barreled, and that he
think it doubtful whether he should be. It is
laid down in the books that if the wife sitter with
an husband, and receive credit for necessaries to him.

And as an instance of the rule here, the husband
indefinite. This rule the well established does not appear to me
to accord with principle. When master and servitute
their connexion, the rule is otherwise.

If an adulteress lives with her husband, he is liable to,
be her contract for necessaries. It was taken where
the husband of an adulteress went away, that he in his
house with the samuel that a creditor, who knew of
his manner of living could not recover of the husband
on a contract current into be his, for necessaries during
his absence. This case on point, of principle is subject
to the last rule.

When a debt which the husband was bound
to perform in the wife, is discharged by another, the
husband is obligated to pay for it. As if the wife dies
and a third person buries her.

Though by an elopement with an adulteress the wife cannot
infect her dower, yet if her husband receive her again
as it is written.

The husband is not bound by the contracts of
the wife, for necessaries, while she lives separate from
him with a reasonable maintenance allotted to her pro.

With the separation as a matter of notoriety. Instead of the 215.
no separate maintenance is allotted her, the husband
is liable.


Wife's Contracts.

It was decided in one case by Lord Hope, when the husband and wife agreed to live separately, that no separate maintenance was allowed her, that the husband was not liable. The husband in this case had no profit, but he consumed his wages in his personal services. If she became unable to work, she would have been liable on his contract. If the public are compelled to support the wife, she may resort to the husband in all cases.

If the husband prohibits a particular person from suturing the wife for necessities he is not bound by her contracts with that person.

It has been held in one case that if the wife contracts for necessities, and before the same is paid, the husband dissolves the marriage, he is not liable to pay the cost of the occasion. The courts of Europe have since been opposed to it. It is not the only ground of the husband's liability, that the necessity came to his use, the wife's bonds to cancel, but he is liable on other grounds. She becomes liable at the time the contract was made, and no subsequent act of the wife ought to discharge him.

A wife cannot bind her husband by deed unless she has a special authority to do it. But if she had such power to make the contract the husband is still bound. The security for the bonds is paid when the money is loaned to the wife to purchase necessaries, and she does purchase necessaries with it. In all the husband is not bound at last to repay.
Debts due from the husband to the wife at the time of marriage.

But 620 of Ch. 18 provides that, to be liable, any obligation to them, the creditor will obtain complete recovery.

Suppose the wife is imprisoned for the com.

If the husband is trustful, or if the wife is not bound to the debt, to furnish her with necessaries, the public must do it.

Debts owing from the husband to the wife at the time of marriage.

The rule is the same as all debts which become due during coverture.

But if the evidence of the debt remains, it does not survive against the husband's executors, as if a bond or note was given her before marriage to suit an entrance after his death. It is to be said that it does not survive to her.

But when the contract was made previous to the marriage, the debt was not to be performed until after the determination of the coverture, and was always held, despite equity, to be void unless declared to be so at law, if it was made prior to and after the determination of the coverture. It makes no difference in what form the contract appears. The debt can on the point of a coverture, was there held that the action might be
Debts due from husband to wife at time of marriage must be at law, against the wife. But the question was decided in favor of applications were then made. But the point was determined in favor of the wife. The same point was determined in favor of the wife. The point was determined in favor of the wife. The same point was determined in favor of the wife. The point was determined in favor of the wife.

It was however a bond given by the husband to the wife before marriage, conditioned that he will make a settlement upon her if it should be settled, the marriage was a settlement. But such bond is good evidence of an agreement to make a settlement, which will be enforced in a court. If it was considered a good bond it was money would be recovered. That was not the object of the marriage. It was merely a bond to a settlement.

Where the husband before marriage made a provision for his wife, leaving his estate to pay her a sum of money, a release by him during condition to his death with the obligation to pay that money was held not to be void.

A husband who had made a provision for his wife, agreed after marriage to buy out her portion in the inheritance of lands to be settled upon her; and it was held that this was not such a voluntary agreement as would be set aside in favor of creditors, the agreement being for a marriage provision in order to get possession of her portion.

Where a husband who had given the wife a bond to leave her in sum of money if she survived
Conveyances by the husband to the wife before and after marriage, and articles of agreement to live separately.

In some cases, unless the demand has been contingent at the time of going the obligation (as a determinant), the wife has been required, and the wife is said on the part of the wife to go the money from going into the hands of the officers in order to you. This latter, but in that case the bottom money bond the ship was returned at the time, so that the demand the at first contingent was now certain.

Conveyances by the husband to the wife before and after marriage, and articles of agreement to live separately.

Where separate property is provided by the wife before marriage by evidence and the clothes and lines 904.25 with an additional will on application to 60.7 they will remove the articles.

Where a contract respecting personal property, not before marriage, between the husband and wife, if belong, by the marriage to the husband, unless it appears that it was meant for her use a separate use.

Where real estates conveyed by the husband to the wife before marriage stands on the same ground as the other real property.

The maxims of the 6th is that the husband and wife cannot contract together. This position is generally correct.
Conveyances by the husband to the wife.

But the reason given for it is that they are one person, a
unit, and certainly are not one person, even in legal contemplation, to all purposes, for the wife may
hold real property by descent in her own.

But at 4th, a conveyance of land between her
husband and wife is not valid, the reason being the heir for the
purpose to be under his exercise. This reason likewise
does not apply to conveyances by the husband to the
wife. Such a conveyance is not in itself illegal, for it
may be made executively through the intermediate of
the son or son-in-law, so that what is done
does become executively and more than so can directly.

But the want of the husband's and wife's
consent where both parties have, for example, to the
conveyance, the consent of one or the signature of one
alone. The husband marries, convey his property
indirectly, to his wife, but over to her husband, so
directly, the wife would be of no avail unless it
was immediately, to her again.

It has long been settled in England that the wife
may hold real and personal property to her separate use.

It was formerly supposed that she could not receive
this from her husband. It is now, however, settled that he
can give property titles to her separate use.

There is a case in Miss Williams, where the wife
went to her husband, which she had received
from sales of property, and he sued, on
account of it. But a voluntary conveyance by the hus-
band to the wife is not good against creditors.
agreements to live separately

If necessary, agreement by the husband to convey property to the wife does not bind him.

She may agree with the husband to sell her lands, for which she was to receive part of the money to be separate use. She hired a farm and her part of the money was put into the hands of trustees to her sole and separate use — and it was held to belong to her, so that the creditors of her husband could not take it. But before the husband carried the agreement into execution she could not have entered it.

agreement to live separately

Whatever may be thought in this country of articles of agreement to live separately, they are binding in 2 modes. And the husband is bound to the exact extent of the covenant contained in the articles.

She may agree to live separate from her husband and to renounce her right to her person — or that all property which descends to her or is derived to her shall be her sole property. Or also she may renounce the use of her real property, and then all may convey it by the ordinary mode of conveyance.

If the husband agrees to allow the wife on separation a sum of money for her support, he is bound by this agreement.

If the husband, after renouncing his right to her person, again attempts to take her, she may be libeled by a writ of habeas corpus. And if after this he still pursues her is guilty of a contempt.
Agreements to live separately.

Real property is sometimes settled on the wife by these articles. 

But such agreements, as to the husband's property, are not good against creditors, the law cannot take it into consideration if they have other means of soliciting their debts; and the husband, being, legally and lawfully agreed to pay them.

If the land is not wanted by the creditors, the husband has no right to the property, and if the wife owns any thing out of the property, then savings she may dispose of by will; but the land itself does not belong to her.

It was formerly held in some cases that the husband and wife agree to live separate. This would decree a separate maintenance, and when there were no actions to make one. And these decisions have been shaken by later opinions.

At grant of property to the wife by will does not secure the ward, to the wife and separate use, or order to entitle her to it. Any words from which the intention may be inferred are sufficient. If a conveyance by the husband in the articles announcing his right in the real property enables him to converse it. This is reasonable, for she is not under his coercion, and his rights are not affected by it. If he renounces his right to the person, he can then have no control over it.

An agreement that a proviso should be made if it should become necessary, to the husband and wife to
Agreements to live separately.

Marriage and Demise

Separate was held to be binding in Eng. This decision was about 214.

much disapproved of. So it was said to be impolitic that

it does encourage a separation of husband and wife.

This agreement was used in the case in Brown, but the

point was considered as settled by the case in Brown.

Once the husband gave the wife a note which was to

be paid in case he again abused her. They afterward

agreed that the note be destroyed. I am not

convinced with this decision, for it may preserve an

unjust and inhuman wife from being abused by a vicious

husband, a depraved husband.

If there is an agreement to live separate the 9th of April

husband is not discharged from his covenants to con-

sent to receive the wife again. This can only be

done by a mutual agreement.

In the case from New York the question arose whether

no wife could dispose of property settled upon her

by articles of separation. The 8th had that these property will

belonged to the husband & that she was only entitled to

the use of it, and even then she cannot take to the

possession of Auditor.

If the wife in such case becomes a pauper

& the husband is liable to support her, and for her

deposits or lands she is liable with her.

But he is not liable for her contracts, if he

will give her a maintenance. She cannot in this case

be sued unless she has renounced his right to her per-

son, for else his rights might be injured. In 1770.
Contracts in which a Wife may bind herself.

As a general rule I have before observed, that the contract of the wife do not bind her. If the husband's rights might be affected besides she is presumed to be under the coercion of her husband.

But the case in some cases binds herself.

And I apprehend this is always true where neither of the above mentioned reasons exist. This I conceive agrees with all the cases.

Where the husband has committed a crime, for which he has been banished from the realm, the wife is bound by her contracts. Here she is under no coercion and has no right to affect; being in the language of the case cited 'indulgent' minutes.

But his estate cannot in such case be dispossessed, and the marriage is not dissolved.

So when the husband has injured the realm the wife is bound.

And the law is not difficult in giving them a precise, that the wife of an absentee, might bind herself.

Again it has been held, that a transportation for such crime of the husband enables the wife to bind herself. But in both these last cases, the husband's rights might probably be affected.

In the case of D'Anvers v. Belzile, it is held the wife to be bound by the contracts, when she lived separate from her husband on articles of agreement. The elementary writers suppose that she was bound on the ground of the separate maintenance, allowed her
Contracts by which the wife may bind herself.

But I think it was on the ground that the husband had the agreement to live separately, announcing his right to the person. This was a sufficient reason for the decree, in his right of his contract, and she was not under his coercion.

And there is no case which overrules his decision, if it proceeded on the ground, which I suppose it did, it did not introduce a new principle, but merely applied an old principle to a new case.

I would notice the cases, which it is contended, override the decision in Forbot & Cochard, but which I apprehend have not had the intended effect. As far as I can understand, the opinion of the judges was opposed to that of Shaw & Co. in Forbot & Cochard, but the cases which were decided did not call for an expression of it. There was a case of decision previous to the case of Baron H—n, and on the same ground, and which are cited in that case. In that case, no material rights of husband or wife could be affected in her contracts, while being separate from him as another, nor could she be adjudged to be under his coercion. The wife was not liable on the ground of her separate maintenance.

This would only excuse the husband from obligation, as if she were bound it would only be to the amount of her maintenance.

If the maintenance was the ground of the wife's liability, subsequent decisions have overcome that in the case of Baron H—n. The wife was then liable on the ground of the articles of separation.
Baron and Gern.

Contracts by which the wife may bind herself.

In the case cited from 2 D.R. the wife being

had pleaded in)urture. The application admitted the

succeeded in her but

wife, hired separate from him, and that the articles

were furnished for her then on her own behalf. Then there

were no articles enunciating the husband's right to her

person, the application was denied, held bad.

The case cited from 4 D.R. was a suit for

goodwill, to which Donehew was pleaded. The application

admitted the comptroller and stated that the debt

had been guilty of adultery, in consequence of which

her husband paid all the debt, being thus alone con-

tracted. The application was never properly held to be bad.

In the case cited from 5 D.R. there were no articles, it

has no resemblance therefore to the case of Sadler v.

Stanhope. Lawrence? Here takes the true ground.

In the case cited from 6 D.R. the wife carried

on the business of a baker. She died leaving prop-

erty. There were no articles of separation or and therefore

the property belonged to the husband.

In the case cited from 8 D.R. it was manifestly

the intention of the P. to overthrow the decision in the case of Sadler v. Stanhope. But the case required no such decision. If the ground of the decision in Sad-

ler v. Stanhope, was the separate maintenance, then this is opposed to it, otherwise, it is not. In this case.
Husband and Wife

Contracts by which the wife may bind herself.

There were no articles to live separately, it was therefore rightly decided.

The queen of England may be sued alone, because she has separate property. But she could not, if apprehended, be imprisoned alone.

There is a case in the 11 East which is thought by some to be opposed to that, which I am endeavouring to support. It was an action of trespass brought by the wife for entering her house, and taking her goods.

The defendant pleaded the conveyance of the suit. The plaintiff replied that the husband had devise to her for four years and were gone to America. The replication was held to be ill, but there were here no articles to live separately.

The wife in Eng. may however transfer her property by one mode of conveyance. But there is no proved intention in that case. The mode I allude to is by a fine or reversion. But the wife could not with such case contract to live with her husband. To convey away her rights the husband must be joined with the wife in the Fine.

Where a wife joins in a lease of her land with her husband, the lease is not void, but merely voidable. I know the rule laid down is, that the wife's contracts are void. But this is not true, when applied to her real property. Here her are merely voidable.

In the case at hand, it is said, the wife is quasi-feme sole; and it is said to be proved by a re...
Contracts by which the wife may bind herself.

As in the case that the wife is not married. In that there is neither power nor truth. The & to examine her to know if she acts truly, as to all the amount of the controversy. The husband & wife bind a fine of the wife's lands, or even brought on account of the omission of the wife, it was set aside, and the & to the transaction, even where in time, not only as it respects the wife's but as to the husband's interest also.

The suit of Henry &c. gives the wife power with her husband to make a lease for their lives.

If a wife bares a fine, with covenants of warranty, she is bound by the covenants.

The agreement of a fine cannot be bought a fine of the lands, but is raised against her & her estate.

This was for a considerable time a question before.

2. Saunders it was determined that if a fine

2. Saunders covers a fine, the land passes, and she is bound by her covenants.

It has been decided in County that the wife is bound by an executory contract to convey. If she is bound by her covenant in her conveyance, she is competent to make an agreement to convey.

In the case if a wife devises a fine of her lands without her husband, she and her heirs are bound, if her husband does not desire so much of her property. He may however dispose of it as he choose. In the case in 2. &c. the wife conveyed alone, but the husband had articles made to intercede with her real property.
Pash and Teme.

Concealed, he where the wife may bind herself, and the wife was held to be bound. The right of the husband was affected, so that he could not defeat it.

If a freehold comes by lands, to another on condition that the geooffo begeojoff her, under the husband's demand of it, and the does demand it after covenant, the condition is broken, if the land is not reconveyed. The husband did not join in the conveyance, nor did he object.

The husband forms in a conveyance of his wife's freehold estate, for the purpose of transferring his right to the unfruit. But if he has no right which can be affected, the wife may Perfect it convey, without the possibility of the husband's preventing it. Why then do not married women make conveyances to commence after the husband's right shall cease? Because a freehold estate cannot be created to commence in future, and such an estate cannot be limited by way of remainder, for a remainder must be created at the same time with the particular estate, but the husband's life estate commences with the marriage.

In this state I suppose a freehold may be created to commence in future. In statute in acts Matt no estate of freehold shall be created to need a will, unless it be to some person in being or his immediate descendants. Here then I suppose that a will can make when no marital right is affected, one convey to the immediate descendants of some person.
Wife, contracts by which she may bind herself.

This is no case which allows the husband
to defraud the wife’s receiving real property by de-
cent. But if she acquires it in purchase (in the limi-
ted sense of the word) he may defect.

This is the greatest power exercised by the
husband over the wife. But even in these cases
the husband’s rights may be affected. If he accepted
the contract he would be liable to partakes. Or
if it was a life estate, he would be liable for waste.
It is right, therefore, that he should have the pow-
er to defect, and the reason is stronger, why he
should not be bound by a loan to the wife.

If a wife adopt a son, and delivers a
deed of the real property, and after fourteen de-
termined to deliver the deed she is bound.

The OT is the case cited seemed to proceed
on the ground that the delivery during coverture
was valid, but Faubl was not the signature and
the attestation void. I supposed the delivery and
execution were only voidable.
Wife's authority to execute powers.

The wife may execute powers as trustee without the assistance of her husband. If authorized, a power given her to convey land, unless the power is to her, she may convey it to her husband or any one else. Where it is a mere trustee, her husband, in trust, the husband's rights cannot be affected by her acts.

When lands are vested in the wife to be conveyed as a condition, she may convey them. This has been often disputed. The reason given by Ingraham was that, to be done so, that no right of the husband is affected. But once his consent necessary, his refusal might cause an injury to others.

It makes no difference, whether the power is vested in her before or after marriage. It will give rise of apportion, that the wife could not convey herself, unless the legal title was vested in her; but trustee to convey an absolute. In the case in 1822, the wife was guardian, and the question was, whether a court could be by her for money received was good—the bill held that it was.
Effect of a conveyance of the wife's real property by the husband.

Such conveyances may be made, but they operate only as conveyances of the husband's estate in the lands or life estate. The wife or her heirs may enter after the husband's death. And the rule would have been the same if the wife had joined, and it was to live to. This deed should be pleaded as a conveyance for life.

If an estate is conveyed to the wife during coverture, she, or her heirs, may after the husband's death, waive the conveyance, or confirm it at their pleasure.

If the wife joins with the husband in a conveyance of her real estate, she may after his death, waive or affirm it. Such a conveyance is merely voidable.

Has the wife a right to the arrears of rent due during the husband's life? The law was, that the husband had a right to the arrears, and the arrears, in fact, would have belonged to this executor. The reason is that the wife was joint owner of the rent with the husband, and therefore takes the arrears by survivorship.

But while the doctrine of survivorship is sustained, she could not take it. If the husband should leave the lands of his wife, in his own name, his executors would be entitled to the arrears on his death. If a lease be made to a husband and wife, the
MARRIAGE AND DIVORCE.

Effect of a conveyance of the wife's real estate by the husband.

Since the lease, debt, or against her, and it is raised. 8 Co. 36.

If the tenant in the same manner is liable for the rents, this 9 appr. 1761.

The principles of marriage and divorce. If a lease is held to be by the

lessor of lands (paying rent) a manner of rent occurs, during coverture, she is not liable for this. The husband having the profit, is alone liable for rent; so in the principle case, should he be on the same ground.

It is said in Roll 18 that if a lease is made to husband and wife, and rent is in arrear, that the action may be brought against both. But, conceiving, that the husband should be sued alone.

The husband can never release a contract made with the wife, which is to take effect after the determinations of the covenants. He has not power he can have one right in such a chose; and therefore is entitled to use control over it.

As also, the husband is entitled to the use of an annuity of the wife, but he cannot release it for it is real property.

If an estate is conveyed to the wife on condition, that condition she cannot fulfill, if the husband does not fulfill it, the estate is gone. This is where the condition is in the deed.

But if the condition is annexed by law, the wife cannot fulfill it, if the husband does not, the estate is not defeated. As if a demesne, or his tenant for life, marries, and his husband attempts
Baron and Some.

Cases where the husband must join the wife in an action and where he may do it, and not obliged.

to alien, in fee, the wife's estate is not defeasible to the
beach of the constitution annexed by a law to a life estate.

In this state such an act does not in any case work a bar. The grant is good for the life of the grantor.

Cases where the husband must join the wife in an action, and where he may join, and not obliged.

I take the rule to be universal, that if on the death of the husband, a cause of action would
survive to the wife, both must be joined in the suit.

If the action be to recover the lands of the wife,
or in a contract made with the wife before marriage;
or for any injury done to her person, before marriage;
or for any injury to her person, before or after marriage,
the wife must be joined with her husband; for in all
those cases, the action would survive to her.

If the husband should in those cases sue alone
and recover judgment and die, his heir would be enti-
 Acquired interest in the property of the deceased.

The Elementary writers say that the husband
may sue alone for the wife's choses in action before
marriage. Blackstone denies this. The husband may sue a-
alone for choses in action to the wife after marriage. This
preserves the principle entire. These all his. The ca-
mer case is to support the position of the Elementary
writers, one of the cases in this case in.
purpose. The wards of the Chancellor in that case are
that sustainer chosen in action come to the wife before or during coverture, and the husband dies in the life of
the wife without reducing them to profession, they
go to the wife; with this distinction, that for the
choicer that came to the wife after the marriage, the
husband may sue alone in his own name; so may
disagree to the interest of the wife. This proves clearly
that in those cases, before coverture, she must
be joined. For he has here no election to consider then
her own as to join the wife. She must be joined.

Where next was in error before marriage
the husband sustained the distress was erected. The
husband sued alone, as well he might, for by Stat
37 Eliz. this next was given to him.

Why may not the wife bring an action in her
own name for her chosen? The principles of Baron
Feme would not be violated, for when collected
it would go to him, if he died it would survive 30 & 627.
To be. Eminent writers say that coverture of
itself induces a disability to me. This I deny. If
it did the wife could not sue during the estate of
her husband. And if the wife sued alone, besides
here must be pleaded in abatement. But if coverture
were a disability, a judgment recovered in her name
would be enforc'd, and might be recovered as such.
But this cannot be done.

It is said to be absurd that the wife should
sue, for that husband and wife are one. This however
would prevent the husband from suing alone.
Maron and Seane.

The true reason is that the wife is unable to support any costs, if judgment should be rendered against her. And it is unreasonable that a man should be vexed with a suit to a person who is unable to pay costs. The surety a bondman would not enable her to do me, since his judgment a execution can arise against her, which would subject her to imprisonment alone.

According to some opinions of great weight, a chose accords to the wife during coverture will, if not collected service to be. And yet it is agreed on all hands, that the husband may sue alone. But I take Coops's opinion to be the correct one, that the wife has no such right.

When the cause of action does not accrue to the wife, or the husband's death, he need not join her in the action. But there are cases of this sort, in which he may join her. This is true, wherever the person in property is the mediating cause of action. Thus if a promise is made during coverture, to pay the wife for labor done to her, the surey be joined, tho the husband is not obliged to do it.

So if a hand is given to the wife during coverture, or if a trespass is committed on her land, and only the reenfruck is injured, the rule is the same. But if the freehold is injured by the trespass, the wife must be joined. For the action would survive to her.

Great becomes she, on a lease of the wife's land during coverture, the husband may sue none.
for it, for this rent belongs absolutely to him. The rule Poth. 21. 


1613. 348.

in all these cases, the husband may join the wife.

So this rule, however, there is one exception. 39. 286.

The husband cannot join the wife in an action for special damages to him, by an injury to the wife's person. In all other cases, where she is the moral cause of action, the wife may be joined in the action. This is the case where property is traced before marriage and converted afterwards.

If the husband & wife join in an action in which it may be done, & the husband dies, after the judgment is rendered, the judgment belongs solely to the wife on the principle of joint tenancy. Does she own the instrument in those States in which the joint tenancy is abolished? This is an interesting question.

So the trustee of this judgment, for her husband's executors, it may be contended, that she can, at any rate be entitled to but half.

If the wife had no right, which did not arise from her joint tenancy, I should be inclined to think that she would be a mere trustee, with the interest. But I conceive that the only object of joining the wife must have been to enable her to...
to the judgment if she survived the husband, and ought to be considered as a voluntary gift to her. It appears to me to stand on the same ground with a mortgage taken in the name of husband's wife, which if it settles will survive to her.

A contract made with the wife to enable the husband to join her in the action upon it must be expressly

If the promise is an implied one, the husband must sue alone. For the wife is the meritorious cause, the promise is implied to the husband.

It is said in the cases cited, that if an express promise is made to the wife to pay her for a certain use of the husband does not collect it, it survives in the wife. If so this is analogous to the modern decision respecting legacies, given to the wife during coverture not collected by the husband, which if it is said will survive.

In里t it is said that in such case the husband must join the wife in the action, this however is incorrect, and is denied in the case cited from Dr. J.

There is a case in D. in which an action against husband and wife for detaining the plaintiff's servant, was sustained a judgment recovered against both. Surely the wife could not be liable on account of a subsequent contract, if it was by tort it was committed by her in consort with the hus
and so she could not be legally be subjected.

Land was conveyed to her husband, and to her wife, for life and remainder to the heirs of his wife and issue of her husband, with remainder over to the husband. If the husband were to die, the property would revert to the wife. The wife would then be entitled to the property. This provision was doubtless correct, but the reason given for it is to be the life interest, not the remainder. The wife's interest would be inalienable, subject only to the life interest of her husband.

Husband and wife cannot join in an action for the marriage of both. The wife can not recover for the injury to her husband. For that she must sue alone.

Where husband and wife must be joined.

When defendants,

If the right of action would survive against the wife, on the death of the husband, she must be joined with him as defendant. Thus she must be joined in all actions, in contracts made by her during marriage, for debts committed by her during coverture, out of the presence of the husband, as for lease, sale, or to recover land, of which husband and wife are in joint tenancy, in her right.

But if the husband during coverture, desirous some person, in possession, claiming in right of his wife, this is a tort for which he alone must answer.
If the wife alone (out of the presence of her husband) commits a tort, she must be joined with him, when sued.

It is said, that if the wife enters with her husband and commits a tort, she is her husband, to which she is liable with him. The reason for this rule is rather an exception (if there is any), in that by this fiction the wife acquires an estate.

If husband's wife are sued for a battery, and the husband be acquitted, but the wife found guilty, no judgment can be rendered against her. Of the husband had been sued for the battery of their own wife, then if she were found guilty, judgment won't go against both. In this case it has been said, that if husband and wife had sued for a battery to both, and judgment was found in favor of the wife alone, execution might issue. This decision I think correct.

Power of a donee covert to devise at Common Law.

This subject has been fully considered under the title of Divers.

Is marriage a revocation of the wife's will make while able.

Marriage is laid down generally to be a revocation of the will of a donee sole. This case as laid down may be questioned. In most cases it does prevent the operation of the will, and so
Baron v. Feme.

Separate property of the wife.

As may be considered a recitation. But this will not always be true.

If the wife during personal property marriage this property belongs to the husband, so that the will cannot operate.

If the will be of real property, marriage is a recitation. For at the time of its consideration, she is incapable of making a will. But it appears that marriage of itself is not a recitation. The party making the devise, must have the power of处分, both at the time of its inception: and resumption must take in cases where the devise becons of non-compos. mater, after making his will. even in this respect the rule is described, dispensed of.

If I have considered the true grounds of marriage being a recitation of a will. It follows that, if a true devise, her choses in action is marriage, the husband dies without collecting them, her devise will be good. In these cases she can devise during coverture, as also her separate property.

A minority to arbitration, by a true sole is resolved by marriage, but the husband may con.

gain a lien, where the management of her concerns.

Separate property of the wife.

Then has been a necessity in many cases of the statute to assist in the full extent the English statute regarding the separate property of the wife.

But it should I think fairly prevail.
Separate property of the wife.

The English doctrine is, that the wife may have separate property, either personal or real, over which the husband has no control. This may be settled on her, to her sole or separate use by the marriage contract, or it may be given to her afterwards.

Formerly such estates were given to Trustees for the use of the wife, who then had the sole control over it. But according to the precedents, the trustee had no right to maintain an action. This doctrine has been altered otherwise in our system of equity. The wife may do as she pleases with her property, unless she is bound to have the consent of the husband. This is now settled.

Late years it has become usual to have the property directly to the wife.

No technical words are necessary in the words, though it is apparent from the separate property, there must however be some words manifesting this intention. The words "the wife's receipt to be a sufficient discharge of my executors" ought to be sufficient.

The gift of a legacy to be paid to the wife, with the will or by the creditors, does not convey a separate property. But it has been held, that the words "sole separate use" were not necessary.

It has been doubted, whether there was any way to enure the benefit of any gift or grant (such as the wife to her sole and separate use. If there were trustees, they might sue. It was
Separate property of the wife.

In the case cited from B.B., there was no way for the wife to recover such a bequest. But it is now settled that the husband is liable for the wife, even with her being the action, holding the mortgage with receivables. He has a separate site.

Whether she herself was? The may sometimes feel a bill in B.B. The reason why the wife must join the husband as a prothonotary is, that she if defeated, would be unable to respond to the costs.

The husband himself may give property to it. The wife to her separate use.

A gift of jewels on the wedding night, B.K. 932.

In the wife's father's law, has been held to be her separate property, not her praednestalia. This from the circumstances was thought to be the intention of the prayer.

So a gift of blankets by the husband, B.K. 1860. 321.

By a will, have been held to be her separate property. But there must be something manifestly an intention to give them to the wife for her own, and not as her praednestalia.

Where there were articles of agreement, and then there is a gift of property, it is clearly hers in a sense. Here the article furnished evidence of the intention.

In one case, the husband left his wife, with five small children, went abroad without offering any support for them. The wife in his absence had acquired some property, which she spends out, taking
Separate property of the wife.

The husband, after the birth of the child, returned, and took the house, in the name of the wife, under the assumption of the house, as her separate property. This is a case sui generis. It certainly partakes some degree of interest with the right of property, and if the wife cannot enforce the execution of the contract, she cannot procure the execution of the bond, nor is it possible at law to enjoin the separate proceeds of the wife, for execution against the bond, and cannot enforce against the property of the wife without her desire.

When the wife granted an annuity out of her separate property, for the benefit of her husband, she intended that the husband should enjoy the property, but the husband, if proper, should receive the annuity. The husband complained that she was under the coercion of the husband, but the wife proceeded on the ground, that there could be no execution of her, or, in regard to her separate property, if she has the benefit of it, she ought to be liable on the contract, as others are.
Baron v. Jenee.

Separate property of the wife.

If the wife advances her separate property 1st. 269.

to relieve her husband, in many cases she will be con-

sidered as a creditor in either not.

If it appears that the wife meant in

this manner to aid in supporting the family, she

is not a creditor. But if husband & wife treated

each other as debtor & creditor in regard to this trans-

action, then on his death she will be considered as

a creditor. This the rule of distinction in all cases.

Where the husband & wife agree that the

separate property shall be paid to the husband, this

will effect the account. So if the wife appears to

prorogue the trustees to pay the moneys to the

husband, the Ct. will compel them to do it.

Where the wife called in her separate personal

property, & put it out at interest in her husband's

name; if the husband died, it was shown that this

money belonged as a gift to the husband. I doubt

whether such an intention was apparent on

her part.

Where money (the wife's separate property) 1st. 76.

in hand of trustees, comes into possession of the

trustee, 30. 127.

husband with or without the consent of the wife, 1st. 159.

or is by him laid out in purchase of lands, this land

is not liable to the trust, unless that is expressed in

the deed, or unless the application of the purchase

money can be proved. So it was remarked by the

so that the same rule was applicable to any trust.

trustee.
Separate property of the wife.

Paul, point out notwithstanding the statute of frauds, he is required to show, that the deed belongs to the certain one trust. There is else, no way of discovering the fraud.

Whether the wife can dispose of the separate property, where there are trustees, without their joint signature is questionable. It is settled that the wife must dispose of the personal property of the husband where there are trustees, until not been her will, she may join an action and sue.

When a wife who has separate property or no trustee is sued, the fund must be sued for $1.00.

The wife by proceeding once may sue the husband in Ch. 7 where her separate property is concerned.

When the wife sues the husband for her separate maintenance, she must alone.

The wife in consequence of a quarrel been then left her husband, and went abroad. The husband in consideration of the marriage had conveyed property to raise an annuity for the separate use of the wife. The trustees brought an action against the husband to enforce an injunction.

It was proved that the husband ordered to live with his wife. And it was shown alone, without any criminal conduct of the wife, the Court refused to grant an injunction.
Baron and Feme

Settlements on issues by minors. —

The contracts of minors are not generally binding. But to this rule, there are exceptions. Contracts in

which husbands or wives before marriage, concerning a marriage settlement, have frequently been enforced. 18th, when

the husband is a minor.

These decisions are made on the grounds that

as infants are allowed to contract, i.e. the marriage,

they ought of course to be bound by the contract.

Still however these contracts are not enforce-

able as the contracts of minors. 5th, of 18th will not en-

force them, unless they are judicious. This rule applies

to all contracts, of minors, which they do not or can

not avoid.

It applies to minors who are executors and as

to parties made by them.

These contracts are usually made with

the consent i.e. under the direction of parents a guardian

but this is not the ground. If parties of their be-

ing exposed. If they are not judicious a reasonable 18th

will rescind them. i.e. if the wife be a minor, and the

settlement is entirely inadequate to the choice an adult

beheaves or land.

An infant wife is bound of course by a

jointure, in the same manner as an adult. In

either case is there any obligation, unless the set-

tlement be a competent.
Baron and Teme

Marriage settlements, before and after marriage.

A contract entered into before marriage by the husband for making a settlement on his wife, or for enabling her to receive any property or effects; will be enforced in equity.

These settlements will always be affected by the husband's interest, one thing equally beneficial to the wife. This is a fair and proper satisfaction. And the husband, when he has contracted to do so, particular thing, compell the wife to accept of another thing equally beneficial.

But if it does a thing equally beneficial to which the wife accords and receives the benefit of, this will not decree a performance of the original contract.

Settlement before marriage are not voluntary, so as to be fraudulent against creditors either prior or subsequent. For marriage is a valuable consideration.

Any voluntary consideration is not fraudulent against subsequent creditors, unless the grantor is indebted at the time of making it. But to make it fraudulently, it is not necessary that he should be a bankrupt or unable to pay his debts at the time of his conveyance.

But the marriage settlement must not be unreasonable or extravagant. If it is and the husband is indebted, the settlement is fraudulent as against the creditors.

Suppose I settle an estate to himself and his wife.
the wife for her lives remainder to the said James, this will be good on a marriage settle. But if the remainder had been given to any other relations than his wife it would have been.simple in their hands after her death. But in this case, it would have been good for the wife of the husband settle.

Where money is agreed by the marriage settle to be laid out in lands & settled as the wife and her sons, remainder to the heir of the wife & she dies without issue, it goes to her heir. Suppose it is her land & settled on her issue, with no further limitations, & she dies without issue, it will go to her heir. Had it been the husband's land, it would have gone to him, when the entitlement was spent. It is a maxim in Ch, that what is agreed to be done, shall be considered as done; therefore, money which is agreed to be laid out in lands & settled (not merely as agents in the hands of the husband's executor), but will go where the land would have gone, as it actually been purchased.

Settlements made after marriage in part on one or articles made before marriage, are as good as binding as if made before marriage. Ch. will declare a settlement after marriage is such case. 2 Ch. 620. 2 Ed. 255.

Ch. of Ch will consider a loan to settle a jointure one as an agreement to settle one, a decree a specific performance. And if an agreement to settle is found, prior to this, they will declare the rest.

If the husband after marriage makes a settlement, but not in pursuance of articles, this is
voluntary, precedent an agreement creditors, unless it is made in consideration of property received by her after coverture, or unless he is obliged to make the settlement or order to free the legal title from the burdens of the wife's property. And in these cases the settlement must not be unreasonable.

Settlements in contemplation of separation for the wife's separate maintenance:

Such settlements discharge the husband from all debts contracted after separation by the wife.

And if she becomes a pauper, a suit must be brought by her, if she is able. This is not true however, in cases where the contracts are with persons who know of her situation, voluntarily trust her.

It has been suggested, whether the husband is to be relieved, as distinguished from the contracts of the wife. It is said that this would make the wife a free agent and be entitled to proceeds of the same separate property. But this does not follow, unless the husband has by the acts of his wife exercised his right to such proceeds. There is no case which supports the doctrine, whether the husband is not liable for the wife's contracts after separation.

If such property is settled to the husband or the wife for her separate maintenance, only the use which passes to her, she has not any positive to alien
Baron & Term  
Continued.

To the she might oppose the money until after the term. 4th 2. 3.

When the husband promised to leave the wife any  
barren new, in consideration that she would sell her lands,  
&c. he was bound to be bound by this executory contract. But  
if in pursuance of this contract he gave a bond to a  
third person, for the bond, he is bound by it, but is not  
liable against creditors.

It was formerly uncertain whether a bond  
came into the wife's execution, but it is now 25th 2. 5. 1.  
settled to be good, as in the case of a lease.

A woman is not allowed to demand her hus-  
band, by making a settlement before marriage with her husband,  
her knowledge. Such a settlement would be fraudulent  
against them. But there are cases in which it is  
reasonable they have been held good.

When a woman before marriage, with con-  
sent of her husband conveyed all her property to trade, 25th 2. 3.  
in trustees, to enable her to carry on the trade for her  
separate use, it was held, that this property could  
not be taken, to the husband's debts. To show of this  
conveyance, the consent must have been unnecessary.

In 25th 2. it is said by Bell. 1. that no case has  
established the principle that every conveyance before  
marrige without the consent of the husband is fraudu-  

eyent or against him. It must be such a conveyance as  
decrees hold. The mere fact of the husband's ignorance  
does not constitute a fraud. Such conveyances for valuable  
consideration are never fraudulent.
Mortgages, to v. by husband v. wife, 1731. - There is a very common practice prevailing to the husband to take mortgages jointly, or in his own name, & that of his wife.

In cases of the death of the husband, the premises will belong to the wife on the principle of joint tenancy.

But to whom would they belong in those parts of this country, where there is no such custom? In cases of the husband's debt, the mortgage is held in the right of a voluntary conveyance to the wife. But the question here is, Would the wife be entitled to the money? I should conclude not unless it is to be considered as a gift to the wife.

It is also usual for the wife to join her husband, as a mortgage for her lands, or in a conveyance to him (or other lady, in this country). Formerly it was thought that a conveyance by husband & wife to any one was not binding at all. But such a conveyance is now held to be binding. It would most certainly be so considered, were it not that, as to this conveyance, she is considered as a mere sol. For she only agrees to do, what (as a mere sol) besides gives her has a right to do, legally to perform.

Suppose, the wife mortgage her land for her husband, and he afterwards takes by other means, is the land to be encumbered with this debt? It has been so decided. But it is certainly a hard case. I doubt the propriety of the decision.
Morgan & Son.

Mortgages to and by husband & wife.

If the wife mortgages her lands for her husband, if she dies, she has a right to call on the estate, after the debt is paid, to redeem the mortgage. Where it is ap. 23. Ch. 241. present from the transaction, shall it was intended that she should be a creditor, she is preferred to all subdivisors.

The wife pays in a mortgage of her lands the same money to purchase a commission in the army, 23. Ch. 249. on the death of her husband, before the commission was purchased, she was holder to be a creditor for the money. In all such cases they must be paid before all creditors but after ceditors.

J. item sole mortgage her estate a married;
the mortgage assigned to the husband agreed to pay the debt money, and died. This estate was holder not to be liable.

If the wife mortgages her estate to a man, 24. Ch. 243. on the husband's death she stands in the place of the mortgage, and is to be paid before other creditors. The heir must pay up the mortgage before they can have the land.

A mortgage being personal proper, the husband has the same power over the wife's mortgage, 23. Ch. 241. as she has over the husband's mortgage before they are due, the land.

But if the husband never reduces the mortgage, and forfeits his assignment of it, the wife will never bind the wife's estate to redeem the mortgage. The mortgage follows the debt, as this returns back to the wife, her secured to the mortgage, goes as it is.

Bond if for a consideration, the husband assigns the note of the mortgage, also pays.
Settlement gained to the wife by marriage.

The husband's estate may allow the wife's mortgage to pay their debts, this is considered, as a dedication to his property.

A donee as mortgagee marries, if the husband becomes bankrupt, the mortgage paid by all nation of law to the obligations under the common law.

Settlement which the wife gains by the marriage.

Every person born in a country has a settlement somewhere. If no other place of settlement is acquired, the place of one's birth is his settlement.

If a woman marries the obtains a settlement where her husband is settled, this without consanguinity. If her husband has no settlement, she the gains none by the marriage, still she was not born in old one.

She cannot however during a marriage be sent back to her maiden settlement. In husband's wife cannot be separated. As therefore she cannot be removed to the settlement she must remain with her.

It has been a question whether if the husband has absconded, has not been heard of, the wife may be removed to her old settlement. And it was decided that the may, as well as after his death. This follows from the principle on which the laws is based relating to this subject, which.
In witness for or against each other.

Previous to the 1st June 1827, a marriage not celebrated as the law directs was always held to be unjust to give the wife a settlement. By that statute such marriages were more made void in England to all intents and purposes. And as the statute has not been adopted in the country, the old rule still remains here. The Oldis long have committed long establishe,
such under the names of husband and wife as evidence of a marriage in accordance with the statute.

In point it has been the received opinion that a woman who marries a man having no settle,
but gains one by long residence. I know of no decisive on the point. Appropriation similarly situated do not gain a settlement under one state by residence.

Husband and wife cannot be witnesses for or against each other. 423, 673.

The principle on which this rule is founded is the preservation of domestic tranquility. The wife certainly, 3 March 54, 785, 591 can have no interest in her husband's real or personal estate, which (would indeed) exclude her. Persons who are excluded by interest may testify. 134, 577.

If the husband marry, consent to their separation. In such case would still be excluded. The husband is not admitted in questions regarding the separate property of the wife; yet he becomes entitled.

The wife cannot be termed to bastardise her issue, even, since the husband is dead. The rights of the husband's children would be affected by his.
Baron & Gene.

As witnesses for a, against each other.

If the general rule that husband and wife cannot testify for or against each other there are exceptions.

It is said that in case of treason to the husband, the wife may be permitted to testify against him.

In two the wife on a complaint by her against the husband to compel him to commit an offence alleged to her to be such that the punishment is a injustice.

But it is not the rule. The wife is in most settled, that is, the wife, on a complaint against the husband, for an offence of the husband to abuse to her may testify against him.

There are exceptions from necessity.

The law of the land is an opinion of the Spanish.

Also opposed to this, but it was not a judicial decision.

In an instance against the husband for a forcible marriage, the head man be a witness against him, for she is not his wife.

There is a case in Texas, which seems to sub
for the doctrine that the wife cannot testify in the absence since that to criminate the husband to a very great extent. This doctrine would prevent the wife from being a witness if the husband had been examined to prove a fact, at the happening of which both were present for she was an absent. Hence she could not criminate the husband. But I never think the law to keep, so.
Celebration of marriage.

All governments require that contracts to marry shall be celebrated in some way, otherwise no marital right can be acquired.

Before the Reformation, when marriage was considered as a sacrament, its celebration was of course taken into the hands of the highest clergy. But at the Reformation, this doctrine that marriage was a sacrament was exploded. It has, however, still the custom, among many, to celebrate the marriage by the clergy, that it still continues unaltered. During the pontificate of Innocent II, a statute was enacted to influence the clergy to perform this service, as well to the benefit of marriage, as to the benefit of the peace.

After the Restoration of the 12th century, the episcopal clergy were again authorized to marry, and in the 15th century was enacted regulation marriage, which gives consent, power to the justices of the peace, and makes void all other marriages than such as are celebrated in accordance with its provisions.

This statute has not been repealed in this country, but on this subject an important question has arisen, on which a great deal of opinion has been entertained. The question is whether a marriage that is not solemnized as the statute requires, but by a person who has no authority to make such a marriage, is legal or not. If this is not the case of all such marriages are considered. In England, a clergyman, in point of marriage, a clergyman.

Marr 1788.
Celebration of Marriage.

out of the limits of the county in which he resided, or the marriage was.

One's opinion is that such marriages are as binding as any others, but the Church has to declare the

...consent of everyone present was the general rule which the law imposes.

Marriage is a new civil contract, and was originally celebrated among the primitive Christians with no other solemnity than such as attended all

...the presence of three wise men. "And this person, for me, husband, wife...."

...the divorce of the parties, once marriage in the time of Pope Innocent III., continued to exist in...to the exclusion of others, till it was granted during the

...to the parties of the peace.

From that time until the restoration of that

...was considered for others, to marry. Yet so great

...the parties of the peace, his...to which

...long bodies held themselves...attached. And, further,

...the period of prohibition, many marriages were

...by the clergy. It is question that there is

...numerous cases, whether such marriages were binding,

...the husband to a wife, for a wife due to his wife below marriage, to the wife's relatives, with his death to a distin...in the public to a proven...for because it was at a subsequent

...it was hidden to all their care, but...
Age at which marriage may be contracted.

The age at which marriage, which will be lawful, may be contracted is in matters of reason.

Marriages may marry at any time, but when 18, 22, either of the parties attains the age which the law, 8, 45. in number, each has the power of disposing to the marriage. But if neither does, then there is no need of a new deliberation.

To decide whether one of them would establish such marriage.

There has been a discussion as to whether on the question, whether a marriage obtained by force, even if any of the time is limited, I can see no reason why the most important of all contracts should not be made void by force, as well as those of minor concern.

This is now belong in English to marry a woman of substance by force of Dues.

It is said in some of the books, that a marriage by an idiot is binding, this seems as natural as that marriage by Duces is binding. But it is more settled otherwise.

Lawful and unlawful marriages, and the consequences. Divorce and Alimony.

From the start 22, 22, 29, we have to learn who may marry by this state, "no prohibitions, God's law is sealed till we reach any marriage without the &c. which degree. " Marriage then, within the Levitical degree are not good. This circumstance: is a green man.
Sawful unlawful marriages are
made, or unlawful unions, are the three causes, for
which the law will punish a Deacon according to
man's, or to prove that they were not binding from
the beginning.

Relations by adoption are as strict within the de
nounced degrees as relations by consanguinity. The hus
band is related to all the blood relations of the wife
and the wife to all the blood relations of the husband.
The collateral degree embraces all relations in the
ascending seven degrees, and all within the third de
gree in the collateral, by the civil rule of consangu
inity.

It has been determined that a marriage by allegi
mate persons within those degrees is not binding. This
was decided in the Hebrew law at times, as conformant
to the principles of the civil law, by which a bastard
is considered as illicitus, unless.

Marriage with the wife's sister was lawful
for that rule, the parties being within the third
degree. Yet we find neither in the hebrew law
which says anything against marrying a wife's
sister, unless in the like line of the first wife.

Polygamy was not at that time forbidden,
which is marrying of such relation, by one of the
same sexes.

By the civil law, liberty is given to a widow
in remarriage as sister of his former wife. There is the
same degree of affinity. A question may arise.
whether the same law would not annul a marriage
with the wife's sister's daughter, she is within the six
weights degree for her nearly related as her mother.
A reconstituted, without a proper celebration, will
not render a subsequent marriage valid at present,
either here or in Eng.

Marriage is made a marriage, unless invalid,
and must exist at the time of the marriage.

For all these reasons the marriage may be annulled
in Eng., and the parties released a vinculo matrimonii.

But if the husband or wife dies without being
divorced, the marriage can never afterwards be impugned.

There may also be divorce in Eng. for super-
numerous causes. But these causes in Eng. are on a grand
only for a divorce a mensa et thoro, in the Spiritual Pt. 6, ch. 4.
Parliament for these causes sometimes gives a divorce. Where a
vinculo matrimonii, these causes are adultery and
insoluble ill usage with a well grounded loss of
husband. This species of divorce does not destroy the
marriage. It separates the parties and gives the hus.
and his right to the person of his wife.

In one case (2) prevented the husband when so
divorced, from selling his wife's term in years. But in
generally, the right of the husband to the property of
the wife remains as before.

When there has been such a divorce, salutary
allowed the wife she may sue alone for a personal
jury.
Divorce &c.

When a man or woman has been deserted by their husband, or if the husband or wife has deserted the other, then there are available remedies to allow one to seek damages. However, the remedies available depend on the circumstances and the laws of the jurisdiction.

The Ecclesiastical Act in England grants divorce in cases where a person has been deserted, either after a grant of divorce, or the wife may sue her husband to recover.

Our system regarding divorce is very different and more complex. The ecclesiastical rulings on the subject of divorce are regulated by the Act.

In the Act, one party may sue the other for divorce due to desertion, adultery, or desertion with intent to marry another, and presence of children. These grounds must be proven in court by evidence presented by both parties, and the court can then decide whether to grant a divorce.

The fraud which will warrant a divorce is not limited to the desertion of one party or corporate misconduct. The desertion of one party or corporate misconduct is sufficient. In cases where the organization of the present Act of divorce, a case of this description came before the Act, it was held that no fraud could warrant a divorce except that of不尽, adultery, and that no other was intended by the Statute. The decision was entirely to continue the practice of the Superior Court, which had already been found acceptable. The legislature could not have given such a decision if the term fraud was not the

The word "fraud" in our state is meant any
 illicit connection of a married person with another, whether married or single. This is the Rom Law Adultery, as distinguished from what is called Prostitution Adultery which can only be committed with a married woman.

The three years' willful absence must be with an intention to the person to leave him or her family. If the husband leave the wife out of doors, so ill uses her that she cannot live with him, the man after an absence of three years acts a divorce.

The divorce granted by our law for these causes are a vincula matrimonii. But by such a divorce in their state the children are not bastardised.

Where the wife is the innocent party, she or may assign to her a part (not exceeding 1/3) of the husband's estate forever, but does not lose her right to divorce.

If the parties are within the levitical degrees as divorce is necessary.

For any other than the causes just mentioned application must be made to the legislature, as it strictly re. They divorce either a vincula matrimonii on a cause of those, and they may, allow alimony. But the parties are not to be injured by this.

In cases if there is a divorce a vincula matrimonii, money is to be paid, for the original separability to marry the Adultery, will's choice belong to be. But if they have been adjusted, then take the usual communication, they can...
Baron & Gene

When a wife erects a tenant in common the husband shall not be taken from the equity. Stil she knows the husband would be answerable for them to the wife.

In day after a divorce a matrimonial suit no Dower is allowed, for there was no lawful marriage.

A wife divorced, a mother of their is not entitled to its administration to her husband, or to have her share under the will of partition. For she has had her inheritance.

A husband who marries a former executrix, or administrator, acquires the same right to administer as the he married, or about in his unmarried.

If he administers he can send the widow to consent. But it is said in the description, even the widow, even if she may desire more interest. Which she holds as executrix. She if she make as will it will go to her administration.

If the done before marriage commits a divorce with the husband is liable during concubrine. But if both were guilty of a divorce during concubrine, he is not liable after his determination, while she retains marriage before obtained against him.

If husband or wife sue in right of the wife or executrix, the judgment shall not remain to the husband, but goes to the administrator de bonis non.

The precedents with regard to her former husband and the property are to be understood inconsistent.
Baron and Eene

Continued.

It is said by some that she may act with full power
the consent of her husband, while another maintains at Art. 697,
that his consent is not necessary. It is said that he,
the wife cannot take under seal the devisor of
the wife cannot take under seal the devisor of
the wife cannot take under seal the devisor of
the wife cannot take under seal the devisor of
the wife cannot take under seal the devisor of
the wife cannot take under seal the devisor of
the wife cannot take under seal the devisor of

And according to the more modern cases, it would
seem that she may administer without his consent.
Executors & Administrators

When a man dies his estate is disposed of either by will or when there is no will, in a particular method prescribed by Law.

I am to speak only of personal property. The real property vests at the death of the ancestor in the heir, both intestate & intestate actions & all actions are brought in his name.

The personal property vests in the heir. But he has over this more limited power than what the heir has over the real property, he holds it only as trustee for the creditors as of the deceased.

The personal property is a fund to pay all debts. The real property is reserved to pay only particular ones. In the real property, it is not liable to discharge the single contract debts, even tho' there be no informal personal property. It is therefore usual for the testator in that country where he knows there is no informal personal property, to discharge his debts, to devise his real property to the payment of his debts, & then his real property is equally liable with his personal.

The Roman Law still remains in force in those states where supposed states do not contradict it.

If there are single contract & bond creditors, the bond creditors may go either to the real or personal property, if they take their debts from the personal property, and by this means there is a discharge in the personal property to discharge the single contract debts. The single contract creditors may, in like manner, go to the real property to discharge the real contract debts.
Sound debts, which have been paid out of the personal property. This is called Marshalling Assets.

All debts are considered equal in OVR, and this is adopted in most of our States. There is however a preference in some of the States to some debts, as for example, judgment debts are sometimes preferred to others.

The volunteer will receive any thing until all the debts are paid. "A man must be just before he is generous."

The lots of debt in this province in the same manner as on law lots in this country. But when the debts are thus to his and equal divided among among the creditors, they are called equitable debts.

In one of a man claims real property to be sold to pay his debts, the personal fund is first to be examined and the real property taken to discharge the remaining debts. But in this country if a man devises that his real property shall first be taken, then the personal debts. The manner of the copy suit is needless tedious.

The execor has the legal title over the personal property, but in his first duty, to pay the debts, then following the directions of the testament in his will. If there is no will or administrator is appointed, when duties are the same except that he is to follow the directions of the law, instead of those of the will in the distribution.

There is no priority between the different legacies. If all debts are paid the paid & thus, shall remain a sum of money in the hands of the execor, without any other
In the will, how shall this be disposed of?

All of law hold that the excess shall remain with no other person can claim it as residuary legatee. Before it is said he passed, only the legal interest, he now has also the beneficial interest. All of this act because as to this residuum, the same as if there had been no will, they distribute it as if the testator had died intestate. They do this where a legacy has been left the effect. But if there has been made, left, then, they then follow the rules of law, and permit the excess to take it. A small legacy for a particular purpose will not deprive the excess of the remainder.

A specific legatee has no right to the legacy until all the debts are paid.

If a debtor is appointed excess, his debts are considered as apportioned to his hands, to be held not only to the creditors, but also to the legatee. But if both debts and legacies are paid, when debt remains, it shall be considered as a residuum in his hands. No person can legatee out of it. I think, however, this would be a question of a large legacy were left him by the testator. If there is a residuary legatee, the excess can not claim the property remaining in the after payment of debts and other legacies.

If a legatee dies, the legacy reverts into the residuum. The testator is considered as dying intestate as to this property.
Leagues

The executor is liable for the payment of debts to the extent of the assets (not just the value of the estate at the death of the decedent, but for what it will produce. There are cases instead of decedent) in which he is liable to the value of the estate.

The intention of the testator is the governing principle, when it is not contradictory to law. If it opposes law it is not to be regarded.

After payment of debts, it is the first duty of the executors to discharge the legacies.

A legacy is a gift by a deceased person, by testament; it never takes effect till the death of the testator.

The person to whom the legacy is given is called the legatee. This term is sometimes used when the property given is personal, if it is real the word is called the devisee; still the terms may be indiscriminately applied.

If the executors a creditor, he may pay himself first or before other creditors of the same class. But if he is a legatee he must pay the other legates before he discharges his own, that is to say it is always liable for them if there is sufficient property.

The right of a legatee is an indestructible right.

Leagues are of two kinds — Precinctary and Specific.

A precinctary Legacy is where money is given in these words: "gives legatees at 120 d. with money..."
may be granted as a specific legacy. This should grant it 100 shillings contained in a certain legate.

If there is a deficiency in the assets, the securing creditors are always first liable for the payment of debts.

If there are not assets, the pecuniary legacies exhausted, 2 parts of the specific legacies taken to discharge the debts remaining unpaid. An important question has arisen whether the specific legacies who have thus lost their legacies can compel the other to who take them to bear their proportion of the loss? Thus, the testator leaves a home to A, two apes to B, a three sheep to C — the assets and all the pecuniary legacies exhausted, the excess then takes its share, to discharge the remaining debts. He must bear the whole loss, or can he compel B to bear the loss with him. The question is still unsettled, the authorities are various, because you have the case would be of private testamentary and the nature of the matter.

The specific legacies are sometimes to be first taken from the estate of the testator. If the estate is not divided and the testator, B. It may be inferred to be his intention.

Legacies are vested or lapsed. A vested legacy is one vested within the legatee on his heir. A lapsed legacy is one that has failed thro' the death of the legatee, and it is in martile. It was 1830.

I. Whether he dies before or after the death of the testator,

If there is a surviving legatee he shall take the remainder, after the debts & other legacies are discharged.

But if there is no such legatee, then greats the remainder in the case, the last distributes it according to the testators.
of distributions. If the executors can prove that it was the
settlor's intention manifested by his declaration to
more
are around him, that the residue should belong to him,
ehimself will grant it to him.

A legacy that takes effect after the death of the testator.

This should the legacy depend upon a contingency, as
that it shall be given to the legatee provided he is a

settlor at a certain age or married, etc. If the

settlor dies before the

contingency happens, the legacy is lapsed. But if a lega-

try is given, it is given at all events of the testator dies while the lega-

try is living, such legacy is a vested one and belongs either
to him or his representatives.

Even a vested legacy may lapse if the legatee dies
before the day of payment. In that case, it is the case only

where the legacy is to be paid out of real property.

The heir who takes the estate is a stranger to the law.

I cannot therefore think the exception will hold good

in this country, where there is no partiality of the

kind.

Once again, a lapsed legacy may sometimes take

effect. Thus should a legacy be given to A to be paid at

a future time, the lender at the mean time drawing

interest. The practice determined that the vendor

should have the fee and that the legatee's interest, is sufficient

evidence of the settlor's intention to grant a vested legacy
to the legatee.

If the legacy is to be paid out of a certain

fund, which yields an annual interest, this too a

lapsed becomes a vested legacy as it draws interest con-

tinually.
The legatee has a right to demand his legacy within a year and a day. If he omits to demand it within this time, the legacy lapses and falls into the residuum.

There is sometimes a proviso in the grant of a legacy, that if the legatee die before a certain time after the death of the testator, that it shall go to another person. The right of making this proviso has been disputed, but I believe it is now settled.

Conditional Legacies.

If there is an unreasonable condition annexed to a legacy — the non-performance of it by the legatee shall not work a forfeiture of it. Thus a legacy of 20,000l. was left to certain persons provided they did not dissent from the will. They did dissent, and the legatees omitted it in the will, yet the legatees were not forfeited, for there was a probability caused for their objecting to the will.

There was a case in which the condition was, that the legacy was held good if the testator lived to wear a beard. This — the father had a large family — 20 children. He gave his will a large legacy to his wife provided she did not acquire marriage. It was determined by the Court that a breach of this condition forfeited the legacy. It was so determined and made the point from the particular circumstances of the case. Yet, I can not but think that the decision in all such cases would be the same.
Here are restrictions upon enfranchisement before a "reasonable age," which we good.

Conditions of sound policy are void. Whenever the condition is held out in tenor, it is void. This a condition that the legatee shall not marry without the consent of a particular person or void. All the above conditions were held out in tenor.

The form of granting a legacy.

Here is no particular form of granting a legacy.

No technical words are necessary. Why then, shewing the intent of the testator so difficult?

A gift "to my children," when the grant is bonâ... or grand children, will be a good gift to them.

If a grant be made "to my children," a question has arisen, whether this grant is confined to such child. A grant, 212, even as were in use at the time the grant was made or to all the children he might have when the testator dies. The following distinction has been taken. If the grant is by the latter, it will extend to all his children who were born after. If by a stranger, the grant will come to the benefit of those children only who were in age when the will was made. This distinction is founded in the duty of the parent, who is bound to support all his children. The duty does not extend to strangers.

This supposes only the "my children," or "my. The grant was without doubt, be made by the father, 405, to extend only to his children at age, when the will is made."
But the intention must be supposed.
A grant be made to the children of A & B; their
children take per capita equally. If the grant be made
to the children of A, still having no children.

If a grant be made to the children of A to have children, at the time the grant was made. But
before the death of the testator, all A's children are dead
the he has grand children, can they take by the will?
I think they cannot and it is now thus settled. If
there had been no children at the time the grant was
made, the grand children would have taken.

I.S. devises a library of books to A for life, 2 after his
death, remainder to the heirs of B. B was the heir of A,
at the time the devise was made. C died before A.

D then became B's heir. Shall D take as heir to B?
This is a question of considerable merit -- it is one
of intention. Is the word heir a descriptive person?
I think he who is the heir of A at the death of
the testator will take by the grant.

If property is given to a man's relations, it
will go by that devise to all the relations, who
would take by the start of distributions and it will
be distributed as the will directs. If there are no di-
rections in the will, the property will be distribu-
ted according to the start of distributions.

A man may by will devise a power to a
mother to distribute according to his discretion, and the law exp.
It will not interfere with this power, unless the distribution is manifestly unreasonable or unjust.

A difficulty sometimes arises as to the property intended to be perfected by the will. Thus a man supposing himself at his death has made his will granting all his escheats to A, the receiver lives many years and at his death has no one in profession. What effect has the will?

Again, a man makes a grant of his coach to B, and lives sometime after full at length dies. When no coach is to be found. What is the effect of the grant? The question is still undecided. The speculators where the subject is makes no difference.

These are questions entirely of intention and many circumstances as the situation of the family in will generally show this intention.

A decemtion.

A legacy is said to be abrogated where any thing has happened subsequently to the will, which has destroyed or taken away the legacy from the legatee.

Here two things are attempted: a testator to satisfy the testator the testator is the principal thing to be sought after. This should be done by will to be altered to sell him for necessity. This sale would be no abrogation of the legacy. In the testator was compelled to sell the horse, yet he still wished to benefit the legatee. Abrogation by the testator is the testator's from which a number is so abrogated, is no abrogation.
If a legacy is lost, it is not thereby abrogated.

If a debt is given to the legatee, and it is collected by the testator with an intention of retaining the devise of it, it will be abrogated. But if the debtor voluntarily pays the debt, a receipt is given for it. This receipt is an abrogation of the legacy.

If a legacy as lost or destroyed by the act of God, it is thereby abrogated.

The value of the article granted, when it has been abrogated by the testator (unless with the intention of abrogation) is to be returned to the legatee by the executors.

There are cases in which the legacy may be abrogated by some other act of the testator, as where a legatee will have his son $400 to build him a house when he marries. His son married during his life; he then gave him $100 to build him a house. This was considered an abrogation of the legacy.

Again, a gentleman, being dying, on his death bed, gave a legacy of $200 to his son. He recovered and afterwards bought a commission for him in the army. The price of the commission was considered an abrogation pro tanto of the legacy.

In both these cases these sums given were such as the father gave his son or his death bed, and were the preposterous he would give whilst providing for all his children.

It was formerly a principle in the law that if the testator bequeathed a legacy equal or greater than the debt, it should be given in satisfaction of the debt — as if it were.
of the debts, and in subsequent decisions, the cases
which have been taken, have nearly overthrown
the principle

1st. It was held, that to constitute a satisfaction
it must be in specie generis, otherwise both debt and
legacy should be paid.

2d. It was held, that if the legacy was not gen-
sible as soon as the debt, it should not be consid-
ered a satisfaction of it, the or great or greater in
specie generis.

3d. It was held, that if the claim "after paying
my just debts, I give to devise" was inserted in the
will, the intention was clear, that the legacy should
not be taken as a satisfaction of this just debt.

4th. When the bequest was to an illegitimate child, the
legacy made an exception to the general rule, and al-
lowed both debt and legacy to be recovered.

And finally it has been determined, that the legacy
shall not be considered satisfaction of the debt
unless it is expressly to be by the testator.

This is certainly reasonable, for it leaves the
the option of the estate to choose whether he will
take the legacy in satisfaction, or take his remedy
for the debt.

This rule, does not apply to cases where legacies
are left, to make provision for a settled said
rule to be made during the life of the testator.
Such legacies if accepted are a satisfaction of the
agent. The legacy legatee cannot claim both posses-
sion and moiety of a legacy.
Abating & Refunding Legacies

The executors are obliged to pay a legacy, unless they have security for refunding it, if there should be a deficiency of estate to pay debts after the expiration of the year.

If an executors should pay a legacy without taking security, and debts should afterwards arise, could he compel the legatee to refund? If the executors did not know of the debt, it is said that he can. Why should the executors in any case be compelled to pay the debts out of his own pocket? The legatee is not in. 2 Bl. 242, titled to his legacy, until the debts are paid. 2 Bl. 242, 3 Bl. 242.

It is said if the executors paid the money, the legatee, being the creditor, shall retain the money. It appears to me that the question is still open, the reversion of the executors perhaps is opposed to a recovery by the executors.

Suppose that after the legacies have been paid, debts are paid & the executors insolvent, it is agreed that the creditors can then compel a repayment from the legatees or any of them by a bill at Ch. after attempting ineffectually to enforce the recovery against the executors. Suppose the executors is not insolvent, may the creditors then recover of the legatees, as being in ignorance of the funds? It seems not.

It is a principle in equity that if the creditor has enforced the repayment of a legacy from one of the legatees, that legatee may rely on a bill at Ch. on
feel a contribution among the rest.

Upon a residuary legacy mentioned in the will due before the payment of the debts. If it is secured by some that the legacy is barred not being given to him until the debts are paid. But this is not the construction of the Cts. It is now settled his representatives will take it.

In other cases where a debt barred by the Statute of Limitations may be recovered under the executors. It could not of the testator. As if the will orders all the testator's debts to be paid. This is considered a waiver of the Statute, which bars a recovery, and it does not extinguish the debt. This proves that the Statute does not bar on the ground of a presumed payment. It gives a privilege to the debtor, which he may exercise or waive himself of at pleasure.

Suppose where there is no such order in the will the executor pays a debt barred by the Statute of Limitations, will it be answerable to the residuary legacy?

In this question there have been different opinions. In point of equity this was a debt which ought to have been paid. So there may evidence that the testator wished

20th 55.
Ct. 20. op. cit. Not bar paying mo. I think the executor has acted justly, so I ought not to be obliged to account with the residuary legacy.

20th. 45th.
It has been decided that legacies given to the executor must abate all deficiencies of debts from the other legacies.
We have already seen that a creditor can compel the legatees to refund on a deficiency of estate. Can a legatee in a similar case compel the other legatees to make up the deficiency in his legacy? It seems to be settled that he can, tho' the court has taken no bond, so that he has not a remedy of distress. But a legatee cannot take his whole legacy from any one legatee, but he can only claim an absolute, so as to have an equal proportion in the hands of each. In this respect it differs from a creditor, who can claim his whole debt from any one legatee. There is not state of limitations to bar all recovery of a legacy.

Payment of Legacies

It is very common in Law for the executors to obtain a decree in chancery, or have directions from the court of probate with regard to the payment of legacies of minors. I take the rule to be settled that the executors may in common cases safely pay legacies to the guardian of the minor except the father for he gives no bond for the performance of his trust. But the executors may if he choose keep the legacy in his own hands as trustee for the infant, till he arrives at the age of twenty one.

In a case in law where the executors paid the 10,000 to the father of the minor, who obtained his estate in partnership with his father and failed, the creditors were permitted to recover the whole of the legacy from the executors.
A legacy to a married woman (not to be special use) must be paid to her husband. If the husband lives separate from her on articles of agreement, it makes no difference, unless he has renounced all right to the legacies. If such legacy is paid to the wife, the husband can compel a second payment to him. The rule is the same if the husband is wife or divorced a mensa et thoro.

Time of payment.

If no time is specified for the payment of legacies, they are payable at the end of a year, which time is given to the grantor in the contract of debts or to the legatee if not paid at the end of the year, after it is demanded, it is again interest until paid.

Debts are immediately upon notice without demand.

2. Techn. 215.
1.2. 55.
2. 10.

To the rule regarding legacies not paid after the year three is the exception in the case of infants. Their legacies draw interest, without any demand being made.

It has been said that in case of adults, where no time is fixed for the payment of legacies, the rule above laid down is undoubtedly correct, but that unless a time is fixed for payment, the payment is paid. They draw interest, the interest and the principal being made.

2. 14. 54.
1. 55.

But this distinction is not warranted by modern authorities.

Thus are cases in which interest will be payable on legacies, that they are payable at a future time, as
to a minor for whose maintenance no other provision
is made by the testator, his parent, who was bound
by the testator to maintain him. But if the child had another concomitent
benefit provision, or if the legacy was given by a person
under an obligation to support him, it will not draw
interest, until the legacy becomes due.

Where a legacy was given to the testator’s
brother, who was an adult and not at sea, whence he died
not return until six years after. Interest must
be shown but not allowed by the act. For the lega-
cy had not been demanded. Demand having been
prevented by the misfortune of the legatee.

If a legacy is payable from a fund yielding in-
interest, the legatee will be entitled to interest, whether C. & P. 202.
a minor or adult. So if it is charged upon land to be
paid by the tenant. The legacy will draw interest.
Otherwise if the land is to be used for the payment
of the legacies, The intention when discernible is the
general principle in all these cases.

It has been said by some that whenever debts
are paid, the legacies all cease in proportion to the
amount of the debt, and that then a suit at law
4 Co. 29.
can be maintained. This is not true. The legal
title is still in the legacy it can be directed only
by his agent.

It is said by some of the old writers that contrary to
the principle, that I do not know that it has been
contradicted, that if the agent has refused to a legacy,
there can be no limitation to this agent.
How are Legacies Recoverable.

The legal title to every legacy is in the exec., till the time arrives when it is to be paid. If the exec. promises in writing to pay a legacy, it has been always recoverable in equity, as in a contract at law. If he does not pay, the action is upon the exec., as a promisor. If the promisor is a corporation, or if there is no promisor, the exec. has the legacy. But suppose the exec. promises in writing to pay a legacy, but the time since has not expired, he still holds the legacy. But suppose the exec. promises in writing to pay a legacy, and the time since has not expired, he still holds the legacy. But suppose the exec. promises in writing to pay a legacy, and the time since has not expired, he still holds the legacy. But suppose the exec. promises in writing to pay a legacy, and the time since has not expired, he still holds the legacy. But suppose the exec. promises in writing to pay a legacy, and the time since has not expired, he still holds the legacy.

With respect to real property charged with the legacy of Legacies, the land is somewhat different. If the devise of the land charged in trust, the land -- this acceptance is an implied promise to pay the legacy, and it can be enforced in Eq. the Rob. Laws, 21.

Consider the estate, given land to B, charged with the legacy of a larger legacy to C. If the devise of the land relates to accept it, what interest have C in the land? The question has been.
been depending on Mr. in Virginia. Now it is apparent
that no man can be compelled to accept a trust. But

this will not affect a trust to fail for want of a

trustee, when they can create one, but however they

have no power to give away the land charged to

any person. But they will order it to sell as much land

as will pay the legacy, and the residue will go where

the land would have gone, had it not been so

vested.

Remainder after a life estate in personal property.

It is settled that a remainder may be created by

will after a life estate in personal property, U.S. 4 W. 451,

is such kinds of personal property as not being bo-

misused by any person are susceptible of such limitation.

The first tenant is not accountable for the prop-

erty, if it is done, it ceases to exist. The first tenant

must make out an inventory, 1 give security, etc., etc., U.S. 4 W. 454.

Donatio causa mortis.

This is a gift by the testator on his death bed
to take effect if the donee dies, but to revert to him
should he recover. This is not included in the inventory.
The donee cannot give such a title to this property
as to defeat the right of those claims. And how
can they act aside? They may sue the expector as

expect of his own name. The true owner is not liable

as the property is not inventoried.

It has been a question whether a donee in

actions could be the subject of a donatio causa mortis. The only difficulty as to it now is that it is tech-
nical and the donee cannot sue on the land or in
his
his own name, or as one can see in the name of the original obligee, but his representatives after his death.

If the same consent is given as no difficulty in securing or on the bond. But if he refuses the difficulty may
appear to be surmounted by enabling the donee to use the executors name on leasos by him to reflect indemnity. And I should suppose it of the would exercise
this power.

Lands devised to pay debts.

When lands were devised to pay debts, and the personal fund was exhausted to pay them, the ques-
 tion arose whether the legatees should come upon
the land in place of the creditors. The plain construction
of a devise for payment of debts is that if the person-
al fund is insufficient, the land shall not be sold. If the
land could have been sold in the first instance
for the payment of debts (as in Ens. 20) there could
be no defect, but that the legatees would stand in
the place of the creditors, who exhausted the person-
al fund. The plain test allowed the legatees to come
upon the land on the ground that such an inten-
tion was discoverable from the circumstances of
the devise.

The executors right to the residuum.

We have formerly observed that in Esp. the exec-
ator is not entitled to the residuum, if a legacy is at the
same time given him. But this point may be rebutted
by oral testimony, which restores the legal con-
struon. But oral testimony can never be intended
ted to defeat the legal construction of an instrument.
Bonds is made to some of the states that the bond shall be paid for his trouble. In those states he has no claim to the estate...He stands in the place of an administrator.

Voluntary bonds.

If a voluntary bond is given by the testator to one of his children, it is considered as a legacy, and is postponed to simple contract debts, for this is not a debt. Yet after the debts are paid this takes priority of all other voluntary bonds. To allow it to be considered as a debt would be to give effect to a fraudulent conveyance. This claim ought not to be rejected by commissioners except conditionally.

Stat. of Distributions.

As I before considered the last duty of an executor, I shall now consider the last duty of an administrator. The distribution of the residuary after the payment of the debts, as the distribution of real property has been already considered, I shall confine myself to the distribution of personal property.

In considering this subject, the Stat. of Charles will be our principal guide. This statute provides that the personal property of the intestate shall be distributed, one third to the wife, and the other two thirds to the issue. If there are children they will take to the exclusion of all other relations. If there are no children one half of the estate goes to the wife, or the other half to the next of kin, and their representatives. And the rest of the will exclude all others who are remote, excepting...
where there are legal representatives. There is no representation allowed beyond brother's & sister's children.
Males are not preferred in this state to females. No children of the whole to those of the half blood.
A posthumous child takes under this state equally with those born in the life time of the intestate.
The descending line however remote will exclude the ascending collateral line.
In the descending line the children if they are all living take equally. If some of them are living, and others
are dead, the living children, their children, and their descendants take in the place of their parents. I take what they would have taken respectively. If all the children are dead leaving if
none - at A leaving 1 B 8 and C 5. These grand-children
each take per capita an equal share with the others.
If some of the parents are living others dead, their children take per stirpes but if all the parents are
dead the children take per capita. So if none of the
grand children are dead & others living, the children
of those who are dead take per stirpes at success. The
rule then is that where all the claimants are in equal degree they take per capita. If not - per stirpes.
In the descending line representation goes on in
succession. But in the collateral line it extends only to the third degree or never beyond brother's and
sister's children.

Of there is no issue - the widow takes one
half if the other half goes to the next of kin, and
their legal representatives. How are the next of
kin to be ascertained. In the descending line there is
in the Act of James was degraded to the rank of both
23 Edw. 3d.
1 Stat. 2d.
2 Vinc. 7d.
3 Stat. 2d.

He shall be considered as one of the
old stock still surviving. The descendants of the other
must according to the established rule take per stirpes.
The legal interest in the distributable share

rests instantly on the death of the testator, in the
person who is entitled to it, 2. On his death before
the distribution will go to his representatives, ev-
even to a child in minority as well.

There has been a great dispute whether a lega-
year left to the wife is cancelled by her husband in his
life time, belongs to her like her choses in action? Sup-
posed that it belongs to the representatives of
her husband, as does other property acquired by her

during coverture.

If the mother a grandfather are living, to
whom does the estate belong? To the mother alone.
She is only degraded by the Act of James to possess
her entire preference to the brothers and sisters, no
was place her on an equality with other relations
of the same degree.

Suppose the wife dies leaving choices in action
uncollectable by the husband, the Act. 2d Ch. seems to
have taken no notice of a case of this sort. In
the principles of common law they go to the next of
kin. The 2d Ch. has given them to her husband as
described, to pay her debts, 2. If there is a surplus, the
Act. gives that to the husband without being able to account. In those states where the Act. 2d
Ch. has not been adopted, it may become an impor-
tant question to whom this surplus shall be distribu-

Feb. I apprehend however that in those states, the husband will be no more entitled to it than any stranger, to rul$ he also stands in relation of next of kin.

See this whole subject considered with reference to the rules of the several states under the title of Real Property.

Advancement

It may happen that some of those, who would be entitled to a share in the intestate's estate, have received advancement in the life time of the deceased. In these cases according to the copy rule the property thus received is brought into hotchpot and divided among them all. According to our rule the money thus advanced is never brought into hotchpot, but the person who has received it who will have a share of the intestate's property proportionally, etc.

What is meant by an advancement? It is not a gift of a packet—money to—but a permanent provision made by the father for the child. If the provision was received from an uncle or from the mother the person receiving it will still be entitled to an equal distributable share with the rest.

It is a rule of the English law that money spent in the education of a child is no advancement. In Conn. the rule is different. He furnishing a child with a liberal education, if found charged on the books of the parent, is always considered as a provision for
Diversity of our Law to the English.
This is no difference in several respects between our law and the Eng. concerning the settlement of estates.
1. The real property is always with us liable for all the debts of the deceased.
2. In Eng., real property is liable in the hands of the execor, not of the heir, in whom the title vests. If the
  Eng. can give power of sale, it is then effects.
3. The effects are all equitable effects, and all debts are paid from paper, with preference only to the debts
   contracted in alman's last illness. With respect to these
   there is no question in Eng. regarding the construction
   of our will. The words of the Stat. are general includ-
   ing sickness debts contracted at any time without
   any particular preference to the last sickness. But
   it is in my opinion the proper construction to al-
   low preference to debts contracted in one sickness;
   that the Eng. of probate have in this State, generally
   preferred last sickness debts. The Eng. Stat. refers
   only to last sickness debts.
4. By our Law, the execor is always bound to give bonds
   for the faithful discharge of his trust. By the Eng.
   Law, he is not bound unless insolvent or in danger of
   bankruptcy, &c.
5. If the estate is found insolvent, it must be so
   represented which stops all suits. Commissioners are ap-
   pointed to allow, or reject the debts. The Ct then orders
   a sale of the property, and an average struck. If the
expect disparts a debt, which the commissiours have allowed, it is successful, another merely is to be struck. And also if any estate has by accident, been left out of the inventory, the rule is the same.

But law does not take away any lien which a man may have procured by his diligence on the estate of this debtor. But the law创建s no lien.

In case of a voluntary bond, the suree files a bill in Ch. 2: calls in all the ends who are concerned to contest the right of the voluntary oblige, who together with him by the rightt under our law there may be some difficulty, with respect to this subject. Suppose this bond is for no great a sum, as to make it estate insolvent. What is to be done by the commissiours? If they reject the bond, it is gone altogether; if they accept it, the estate will be insolvent. The true way for them is to admit it, a state that it is a voluntary bond, and then the estate will order payment to the other creditors first.

executors or administratos first duties considered.

If a will is made and an execq appointed who refuses to serve, or none is appointed, the C of testament will appoint an admr cum testamento assizes and the will is to be his rule as much as it is the rule of an execq in ordinary cases.

An admr can do nothing without having first taken out letters of admr. But many things may be done by an execq. The may collect debts,
may commence an action or is liable to be sued.

And he cannot plead that he has not obtained probate of the will after having acted as executors.

Wills were made very anciently, the granting letters of admittance comparatively of near makers, date. In case of the death of a person intestate, the executors hold the estate as trustees to employ the property in gaining uses. They being answerable only to God, demanded credit of their claims and applied the property to their own emolument. A statute was made giving credit a right to recover their debts out of the estate. And the Stat. 31 Eliz. was never an act which required the bishops to appoint the next friends of the deceased. And by a subsequent statute, it was made their duty to appoint the widow or next of kin.

The lot of probate always exercises a discretion as power under the statute, giving admittance to the widow or next of kin, or where several are entitled to whichever is thought proper. It is not necessary that admittance should be granted to one person only; several may be entitled.

The descending line has always been preferred when there is one so that capable of administering. There is no difference between males and females, nor between the whole and half blood.

When a female who is entitled marries, she is excluded.

A minor cannot act as admittance until he arrives at the age of 21. In such case an admittance
during a minority is appointed. This latter person need not be selected from the rest of her.

An heir cannot act if it is said until 21, because he cannot give a bond for faithful discharge of it. But he may act as executor, because an infant need not give bonds. If this is the true reason, in those states where the stat. requires a bond from the exec. it is said that an infant cannot act as exec. But I apprehend that where an infant has power to act in a particular capacity, he has power to enter into every contract so incident to the principal trust.

If none of the relations of the deceased will accept of adm. on the estate, the ct. should appoint a cust. of the deceased, or on failure of him any discreet person.

If the exec. dies before completing the adm. his exec. if he has one will be after 1 Mol 90, de bonis non set the first estate. If there is no exec. and adm. de bonis non is appointed.

Duty of Executors & Administrators

An adm. must always give bonds for faithful performance. An exec. does not melt under special circumstances. If it is otherwise under our stat.

The adm. must always make an inventory of all the estate of the deceased, & exhibit it at a certain time to the ct. of probate, and then administer the estate according to said. He must make a true acc. of all his administration charges.
All the personal estate which comes into his hands in effect, he is liable to the extent of effects in that extent of the real proceeds of the property inventories. The object of the inventory is to make it appear to the court what the property inventories was which came to the hands of the donee.

If by any negligence or misconduct of the donee or admr. there is a deficiency of effects, he is still liable in that capacity only to the extent of them. But he may be answerable de bonis propriorum for a deventant.

Can an action be maintained on the bond of the donee by a creditor for his debt? No. Bring an action for the debt at his own. If he has effects he will then be liable. If there are no effects and the deficiency is owing to a deventant, sue him for a deventant.

[Text continues]
A right of recovery in most cases, where the decedent was entitled to become liable in the manner to be sued by the executor, is neither entitled to a recovery. 9 B. 1. 29.

It is a matter of law that a testator's personal was an estate in personam. The operation of this maxim is very much limited in modern times.

The executor can generally sue on all contracts. But he can be maintain an action for torts committed upon the testator? Formerly he could not in any case. By an old statute, the decedent's averter, the last person became liable to the executor for taking away timber trees from the land of the testator.

Firstly, on an equitable construction, the estate was extended to the taking away any goods. This is at present statute 3 it is in force in this country. It is laid down as a rule that where the estate has been injured immediately by the actions of the executor, the estate is entitled to compensation. But for beating the decedent is for standing him, the decedent's personal estate of property may have been sustained. The estate can stand as action. As it was decided in Black, that an action for malicious prosecution does not survive to the executor.

By a late B. 2. statute, which has been enacted in most of our States, it is provided that if the testator has commenced an action, which could have
survived by the execs, the execs may enter on the death of the testator, & proceed with it, without bringing a new action. So if the testator is off, the plaintiff may proceed on the execs or admin., as giving notice to them to come & defend.

The execs or admin. is liable to be sued for all contracts entered into by the testator with or exception which will be hereafter noticed. And for all torts committed by the testator, by which the subjects have been benefited.

The execs is not then the owner answerable in a mere personal injury committed by the testator on the case of a third person, nor for any malicious injury to the property of another, by which the testator is benefited; was not benefited. Originally the execs was not liable at all, not even on the contracts of the testator, and the remedy has not yet been extended to all cases of injury to which on principle it ought. It will be seen that there is not an entire reciprocity in regard to the execs right to sue and liability to be sued. If the testator's property has been destroyed, the execs has a right of action. But if the testator has destroyed the property of another, the execs is not liable.

Suppose the testator took in his life estate the property of another, what latter remedy has the lastee of the execs? Can you bring those actions? Letter 158. He was not guilty of trespass. He would then be obliged to plead that the testator was not guilty of trespass. But it is a maxim of law, that the guilt or innocence of a man is not to be tried after his death.
This subject is well discussed in the case in Causer.

The Bt. there sustained an action on the case of the executors; all the circumstances of the case are set out in the opinion.

The right of the executors extends to contracts respecting real property. If they are broken, he has a claim for damages, which belong to the personal fund. So on the covenants of reises, the executors have a right of action for a breach.

The executors may sue for rent in arrear, but for unpaid rents on a lease after the testator's death, the executors have no right to sue. The rent belongs to the heir to whom the land descends, on the testator's death.

The reason why the executors may recover for rent in arrear is, that if collected in the life time of the testator, it would have belonged to the personal fund to which damages accrued on breach of contract.

There is an exception to the general rule that the executors is liable on the contracts of the deceased. The rule of discrimination is this: Whenever the consideration of the contract moves from the person contracting with the testator, the executors is liable on the contract, but when the consideration arises from the performance of the act itself, or non-performance of which damages are claimed, the executors is not liable. Is to the failure of a sheriff to collect duties who receives his fee from the person of whom he collects duties.

The suit against Mary gives the executors a right to enter. And also gives the right to an action against the testator.
a right to call in the exec. by a seisin facsim, is a sine

un stat. Suppose in the last case, the plaintiff does not
wish to call in the exec. but is willing it because, may the exec. have a right to enter as the
to save the costs? The exec. makes no provision for a
case of this sort. Yet there are many cases in which
it would be reasonable that the exec. should be
permitted to enter. It is strange that this subject is the
stat. has never been reached.

The exec. deducts are trustees for those, who are entitled
to the personal estate of the deceased. Hence arises the in

duction of the over the estate.

What may be either real or personal lands are upset
in the hands of the heir.

Upset may also be legal or equitable. Legal rights
such as come to the heir or deduct in the course of the
administration. Equitable rights are those to obtain
which the interposition of a bit of the is or may be
necessary. As in case of land devoted to pay debts.

If one dies leaving lands not mentioned in the
will, and which of course go to the heir, and has devised
away others in his will, the lands descending to
the heir are liable for debts before those devised away.

If the devisee changes the heir with the repledged
debts and is refused, the will compells a sale of the
lands. But if such creditors went to the personal
fund, those who would have been entitled to the
remainder of the personal estate, if the other
debts had been paid by the heir, have a demand on
the heir for their amount.
The execu'te is bound by the testator's contract, he who
not named, it is a tenant in the heir.

If not a tenant by the heir, the executor
possess the estate in the hands of the exec. If
not the heir, the lands are extended, all out of the
profits the debts can be paid. This is the Eq'ue, no
was the only case in which by the Eq'ue could
be taken.

If he had sold the lands, he was not liable per
atively, neither was the land for purchaser. This de
fect was remedied by an Eq'ue, which made the
heir liable personally, and also subjected the the lands
in the hands of a devisee. Which the Eq'ue, has
not been adopted in this country. These distinctions
must still prevail.

Lands derived to pay debts cannot be taken by
the court of law, but are equitable assets.

Who may be an Executhe?

Almost all persons may be executors. The spirit
uals claimed that certain persons from their char
acter could not be execs. But now it is settled that
whomever is in the confidence of the testator even
an infa' re sea mere may be an exec. And as
appointed

At seventeen a minor can act as exec. and is bound
by his acts, provided he does not do that, which in
another would amount to a de cument. As by
discharge of a debt not paid. Here his privilege pro
tects him. He is not bound by any act, which is
to his prejudice. If he should accept to a legacy, when

Page 339
340. 8th. Ca. 230. He had not affords enough to pay debts, his affair would not bind him.


2 Pet. 3:11. As the subject of a form cannot be once more and much confusion in the books. A form must be as a special act such. But the special did exist.

2 Pet. 3:3. 1 Prop. 235. As that she could be executor unless the husband wished it or lest. This was denied to the Cornivility of the will issue a prohibition if the practical to should enforce the proceedings with the consent of the husband.

2 Pet. 3:8. Shall the husband cannot, the wife spend is not necessary, she cannot be compensated to be cost.

2 Pet. 3:11. Because the husband has demonstrated when there is no evidence of the wife's spending if there is no evidence of deposit on her part, his event it valid. So if the wife should not when his deposit is not proved his acts will be valid.

1 Rolls 912. 2 Do. 680. 2 Anno. 92 implies.

2 Pet. 2:11. 2 Rolls 658. Can a form pervert even create an event to administer the estate after his death? Yes.

Corporations cannot be executors. An event must take an oath, which a corporation cannot do. By doing give that reason. Because having no soul they cannot be communicators for their dead. Is communicative person as. By could stand to see it.
An Alien friend may be an exec. or admt. as well as any other person. They may hold personal prop. in a City and act as exec. in the City of another.

Can an alien enemy maintain actions as exec? In this subject there has been a dispute. That an alien enemy's effect is not to be denied. But whether he can draw property from the country has been doubted. Debts due from inhabitants of one belligerent power to the citizen of another are not extinguished by the declaration of war. The right of recovery merely is suspended and the interest stops. Questions on alien enemy's right to recover and for debt to exist in the same kingdom.

States' Sundries cannot be exec. But a man is not be excluded merely because he is a alien man. But however will compel such persons to give bond for faithful performance, either if they are given a bond.

Who may be an Administrator.

No one can act as dom. until age 21.

Covenants do not disable a person from being either an exec or bond. Covenant is no disqualification. But persons cannot are generally postponed to others in equal degree.

The husband is liable for the debts of a wife or his wife during coverture. But his liability ceases with the coverture. In a divorce committed by a wife, coverture begins marriage the husband's liability during coverture, and after coverture for some cases.
as where the devastate committed by the wife in
her marriage was an embarrsment of protest, when
she brought to her husband. In such case the creditors
had a right to pursue the debtor whenever he could
find them. So while both husband and wife are dead, and
the debts embarrased by her has gone to his execu-
tee, the latter is liable.

May legates a mort of the pursue their effect
in the same manner? I think they may.

Exem. 2 were known to the executors. Heere are
created by that of the deceased left no will, the
wife was entitled to her notability grant, and
the clergy took the next to devote to benefices.

This authority of the clergy being allowed the or-
stric. 13 Exem. was decided in which decided a
soldier, the action of the debt. Alter. 15 Exped. 13 it was concede that in case of morta-
ey, the ordinary should assign to the next of kin
of the deceased to administer the estate. By this Act
mort 14 were created. In this Act held met before distrib-
uate the revenue able to deduct debts, those about to
determine to return all the debts. This conduct gave
rise to the state, of Ch. 2 relating to the distribution
of creditor's estate.

The construction given to next of kin lawful credit-
ors in the state was that the right of heir was always
intended unless there was a bust of the dead. A sub-
sequent state requires that the ordinary should give ac-
cept to the widows in respect of heirs. The interpretation is by the
civil law. There is always distinction in the ordinary.
to appoint whom he will, of those who stand in equal
degree.

By the Caput 20, Charles the first is entitled to the
sum of all pensions due, without being of age,
and being bound to account with the royal.

If the heir does not choose to administer, the next
must administer, and the next
must administer under the express. the admin.
act and with him.

The 29 have power to grant the sums of disher all,
and money, or property, to different persons. But general
is, to each one.

Females are equally, well entitled with males, 1605, 1606.

The heir may not, generally, be well qualified.

This is no test of representation in regard to
be worth of adm. part of kind of the language of the

If the rest of his, do not choose to administer, 1581.
and each is usually appointed, being a suitable person.

When the exec sues the residuary, located is usually
appointed, and it is a question whether the ordinary can
appoint another.

A man cannot be compelled to be an exec. 2 Bac. 278.

If the exec dies before the estate is administered, his
exec is the exec of the last executor. And if an Adm. 215,
dies before an Adm. is completed, an Adm. de Louis must
be appointed.

If one of two executors dies having an exec, the last
has nothing to do with the estate, the whole survives
to the surviving exec, and on his death, his exec
alone shall administer.
If two are appointed executors, and one refuses, still he may apply to the court to be sworn in, the same as in Bond. The law, or rule requires also that no
suits should be brought in the name of both, and that he who refuses shall be summoned and
it is otherwise with us.

Administration is always granted in unities. It cannot be created by grant.

In all cases the ordinary or that probate must be taken.
2 B. & C. 22. sufficeth, Adminstration is often granted to two
or more.

Jointly, it is considered as in the nature of an office
or survivors on the death of one.

Adm. is sometimes granted pendent lite, when
the validity of a will is disputed, so where the exec.

2 B. & C. 22, refuses to administer, or dies before probate, or after han
ning partly administered, Adm. is granted cum testament.

Suppose before the death of the executors, he had rec
creditors in the

2 B. & C. 22.

The debtor, or the assignee of the original executor, is entitled to a share of the

6 Mod. 169, the debtor, or the assignee of the original executor, is entitled to a share of the

122, 281, 172.
Witnessee, the property, can be identified at will, 1812 308
pay to the second adminstr. of deceased.

If the exec. has not arrived at the age of 18, an adult
responsible adult is to be appointed. If an adult
and an adult are appointed, the adult can han
take the business for both.

Testified de son fort.

When a person without any authority does
such acts as belong to the executors and admin.
parent by claims to powers over the estate, he is an
execut of his own doing. But if it is clear that he
has merely done a neighbourly act, without any
appearance of claim, this does not constitute him
as exec of son fort.

No person who receives property without
authority from such intermediaries, person will be ob-
blackened as exec of son fort.

No deceased person can give away his property
on his death bed, so as to defeat the claims of execs.
If he does, the execs may be treated as execs de
son fort. But then be alimonies can be mortis.
A substantial gift by the deceased is good of his execs.
But not of his creditors. In curve, we have permitted the
(6) 2, 177. 2d. 577, were in head to me such dominant ones for the pur-
pose of saying the debts of the deceased. They are con-
sidered as trustees for the creditors.

And acts which may be accounted for on other
suppositions than that of a claim of authority, do
not make one an exactor de non extra, as taking care
of the property. Repairing a case of mortals to
What acts are sufficient to make one an exactor
de non extra as a question of law. The pure must furnish
the rule of discrimination. This in the reported ca-
ces is often kept out of view, and hence they are
misunderstood.

The rules above apply only to those cases where
1d. 996.
2 Me. 588.
5 Co. 34.
4 Me. 291.

1d. 996.
2 Me. 588.
5 Co. 34.
2 Me. 291.
1d. 996.
4 Me. 291.
5 Co. 34.

The ground on which the creditor may sue the
1d. 996.
2 Me. 588.
5 Co. 34.
2 Me. 291.
1d. 996.
4 Me. 291.
5 Co. 34.

1d. 996.
2 Me. 588.
5 Co. 34.
2 Me. 291.
1d. 996.
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1d. 996.
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1d. 996.
2 Me. 588.
5 Co. 34.
2 Me. 291.
1d. 996.
4 Me. 291.
5 Co. 34.
Thus is an ease in which an exempt debtor may make himself chargeable with the whole demand. As if he should plead that he never was exempt, and that it is found against him. He should have demurred at the complaint, and he had received, and denied it to the court. It has been also said that the exempt debtor, in this case, could have relief in equity—namely, quorum.

I do not think there can be an exempt debtor in some cases if the estate is insolvent. For it is a principle in such cases, that the creditors shall share alike, yet if creditors were allowed to sue an exempt debtor and obtain more than his share, there is no such thing as pleading prior administration. The exempt must pay the whole debt, or the average shares, if there was a deficiency.
Letters of administration may be rejected. If not, they must be repeated when a will is subsequently discovered, as if they have been granted to one the mistake so to one who is not part of the will, when the estate of his men not disqualified.

When the above has been obtained by fraud, etc. by the above has become a fraud. The above}

Consequences of repealing letters of admittance?

The mode of repealing is this. The persons interested appeal before the court. The court gives a citation to the court to appear so. If they fail, then the court disallow the objections, and the court appeal lies to the legislature...

A repeal in some cases renders every thing which has been done totally void. In other cases it has not this effect. If the same be done in void debts, they must be paid once again to the right full amount.

When the venue is that adnent was given to a wrong person, and it is repealed an action all the intermediate acts of the first action are valid. The court in the same manner as if he had been the rightful adnent. But if such an action should give away the property, the court may sue the persons into whose hands the property has gone. If he had been a rightful adnent, the remedy would have been to him. The rule is the same when adnent has been repealed for matter in part.
Whenever the case was repeated by citation because you
had no incompetent authority, the whole of the proce-
sings under it are void. Where the will was placed
in a deed quitted under it, the acts done were held to
in such deeds, for the will had jurisdiction in the
will only.

But after a citation it is said that
the will is all the acts done by the person. Now the
will does not hold, where there was in reality a will
left in the deceased. Because the will, when there was
in the will the necessary words, no authority can amend
the will of the persons who are party to the will. Every
Probate will have all words the same when the will
ceased not in the body. And as to the person who
created a will before the will, it ceases as to the will.
But I think the modern
determination by F. Babb. will principally prevent, that
the
39th part of a will. Deed interests does not take a case.
out of the jurisdiction of the 2d Probate, if the subject
matter is within their jurisdiction. As long as the
agreement to make the deeds, acts done by the persons
are binding.

A case, a man left two wills, the former being re-
ved by the latter, which was not commenced until
with probate given of the first. In the subsequent
will, were the acts done by the first executors or
by the second? This question depends upon precisely the
same principles as the last.

Suppose on citation the first judge is affirmed
and on an appeal the latter of them is reversed,

What are the consequences of such a result? When
There is a judgment in an action, it seems, from that judgment that we have all sorts of the sort to be rendered. But his judgment, the act between the limits of action and the judgment of respect we have all the acts which have been done in the sort, make none in the main. That is a question of opinion on this question. By the authority it seems to be settled that when the action is upon an act, the acts which have been done by the sort are those of which. What is the consequence of this?

Why then shall the act be considered as a strange one, and only made, as acts of his own wrong, who was wronged by the plaintiff himself by taking his own wrong, and the act to the amount of the effect which he has received? The right, but the acts have to show that the extra is made, but he was made, and no harm done, if the first about the joint devotion with the other, and done,

Albeit the act may, and that dominion extant upon shall pass, and the right eye may have thereof and the right man shall be made, and no harm done, and the right acts have. And therefore it has been held that the acts of which he has said the former done in the same, and that of the first part of the sort to the right man, and no harm done.
Wills of Personal Property.

A will is the declaration of the estate, intention to give by a will, and the effect of the testator after his death. A will is usually made in writing. It is a will that contains a statement of intention in regard to the disposition of his real estate.

No person, who dies without living, is incapable of making a will. I have known the will of a person to be of such a nature that it was considered invalid because the testator was not valid to his wills, and was invalid.

The will must be made to the testator, if he is incapable of writing it. The will of a minor or of a person cannot be made. The will of each party to the marriage is to be of such a nature that it is valid under the marriage of the testament.

The will of a minor child will be considered valid if he is reasonable in the disposition of his estate.

The kind of will at which is considered to be valid where the testator is on a sick bed is sufficiently to set aside a will. But such will may be the words contained in the testator, if he recovers and does not choose to alter it.

In regard to any there seems to be a variety of opinion. But the civil law will, in most cases, would make a will under the age of fourteen, and still make the same according to the circumstances.
A husband cannot dispose of his wife's dower in action by will, nor of her chattels, unless non-vested.

In some respects, however, joint tenancy can not be disposed of by will. Yet the testator in all these cases might have disposed of the property to his wife for life.

In some of the states in this country, it is said a man may dispose of all his estate by will. In those states certainly estates held in joint tenancy might be disposed of, in this instance.

In a will, a life estate in a lease for years may be disposed of "with remainder" over to another, 258, 316, 32. Shewing any other personal property, which done, 221, 40, 41.

Whatever is susceptible of such limitation. But neither of these can be divested, the first donee would take the whole. I think the true construction of my will should be to give the first donee an estate in life with remainder over to the next donee.

In the last part of such wills of personal property, it must be given to do another, I regard the residuary, and it is not subject to such a limitation.

The testator should be understood as the holder of the will. Or as the one to whom it may vest in the event of the next, with remainder over to the residuary.

There are still other opinions on the question, whether of a wife, or joint occupancy for the lifetime.
Law of succession: estates and duties. In the case of a will or wills not to be made for the sake of the person, the intestate estate; the intestate, if one;

or the residuary beneficiaries, unless otherwise provided by the testator, any

delegation to another, for example, under the will of Mr. Smith, the residuary beneficiaries will be entitled to share equal parts, both as to estate. I trust that the other

will to the counties has established a sound part of our own. The reasons for allowing anonymous

will formely had been since 1764.

Other duties of intestate's heirs

The first will be an inventory of the estate, for which these are accountable to the estate. The inventories the inventory are to be appraisable, the will should be appraised of the above-mentioned value, the cause is not liable for the whole. If the property exceeds the amount and is not equal to the whole. The value of the property, if the deconsists

should choose to take it in lieu of their heriages. It is always prudently evidence of the worth of the property.

When judgment is obtained against the estate, it is by payment of the estate.

After the property, that made his inventory, he must collect the proceeds a time at such money.
regard here to persons in the same station, and they may be entitled for 'a reasonable damages' to the loss the
same that was the fault of the party, and perhaps
lives at all and sufficient to fill the B. 9. 222.
bequeath legacies. If he has other property, sufficient for the
must always appear. For circumstances, by the Es.
downed the chargers must be paid unto the ex-
juice of losing the event; their rights now to the
thing, as the case things of the depository of the
Mandate, contract to, debts an inad
bequeathed.

In both cases, there is no residue except in
case of death due to the public funeral charges and
last relations debts. These debts are certain, since en-
titlement than the law.

This is the analogy to this, when the relations
of equal degree, the upper rank, any which he claims,
only he cannot prefer a declaration for personal
clue in lieu of an residents in personal.

If the event should pay a debt of inferior degree
first, and then should come a deficiency to ap. till be
cannot defend himself in an action by, being of a
higher rank, he continues personally liable himself.

For the most express voluntary bonds, as the 19. 4. 452.
creditor may always make into the consideration
of a bond.

Suppose there is a debt due the party, but
the payer should deliver goods to the payment of it.
Suppose he is not aware of it, after having

When the case shall have passed all the stages necessary, the said judge shall administer to all the damages.

Sometimes assessees are in their own names, and sometime in the names of the testator only, 684.

In spring, when the action is for an injury, which happened after the testator's death. But may be in their own names, thus they can be liable for costs, otherwise they are paid by C.L.

The party is not obliged to meet himself of the sum of indemnities, generally he is obliged to meet himself of the absolute, or as constant, but if is sufficient whether to it thus compels it when the claim is reasonable. Suppose the contract is infected with error, is the error obvious to meet himself of the absolute, or a constant, that it is sufficient whether to it that compulsory.
General property is after the death of the owner.

In the event of a trust, the trust shall be terminated and all

other property do not go to the heir. That if any

of them are taken, they shall go to the heir.

The annual rent of the land after the death of the

owner, the ground rent, and the income in their favor in the

trust. This is the bearer taking the same without it was a

rental or for rent. But the rent relief is a lease

of which to an as the light goes to the heir.

Continental law sometimes have to deal with

cases in property. When one makes a deed of lease

or a rent, the subsequent heirs with the land.

Most of trust cases will regard our personal prop-

erty, go to the heir, on the death of the trust.

In between the acres, and fee in abatement are always

personal.

If will regard to the heir. Although in the land

the heir has been in under the bond in the

writ that the title transfer. It was formerly said that 1864 in

the gift to the trustee, the present will prevents such

will go to the heir. But now whenever the trust can be

reversed, without the surety, it is possible for goes

to the week.

Inheritances are Equities of Reversion are

real estate.

Most cases in the hands of the court.

property is personal property, and will hold in a will

without being attached by the substantial contract.
either continue it till the value is as the next in

1. must be a

in a year or two.

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Appendix

Question. — If a sheriff breaks open an outer door and
becomes liable as a trespasser, and to an inhabitant beyond the breach of the house, and arrests the old man, is the arrest legal or not?

In the alternative. — At an execution levied on goods after such breach is lawful and good, although the sheriff would be liable at trespass for the breach; and this latter case is one of the same kind as the above cited on page 18, supra. — 5 H. & C. 170; 2 Bagg. 228. — 2 Taft 471. — 3 To Remain's case. — 7 H. 6; 8 To Rem's case. — 2 Taft 471.

And as it is well settled that an arrest is legal after entrance and as the remedy given by law at 1520, the sheriff must be authorized adequate to rescind in respect, there seems to be no reason why the rule

regards to the arrest should not be held.

See 1 Taft 471, where it is said a sheriff must be a trespasser, but the execution is good. — Bacall. Exp. 999. Contra. — It seems to be agreed, policy that to admit a tenant at
a house expired does good the benefit of a breach of the law. On the same principlo the sheriff might take a动力 in the premises on Sunday and therein keep them all Monday and levy his execution which caused to ratios. — If it appears from the case in Bow. 470 that there has been a revolution in settlement with the sheriff's right to take. — 2 Taft 471. And the whole force of the

reasoning to show that the breach was at

inner door than an outer one. And if the point contended was lawful it would surely be unwise for
the sheriff to arrest in the execution, and then

been void against the statute would have been

entitled to his action on the part of the breach.

The argument that the outer sheriff hence benefited him own more apples here very strongly

See 1 Taft 471. And immediately following 1

let to 471, from the same book, type Exp. 599.

Also see 5 Taft 471, note 1, 3 H. & C. Rep. 5823.
Appendix
In Massachusetts personal estate