Lectures on Law
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Lectures on Law

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Lectures

In Six Volumes

Volume I

Contents

Municipal Law
Baron and Feme,
Parent and Child
Guardian and Ward
Master and Servant
Municipal Law
Municipal Law.

Law is its most extensive and general sense, is a rule of action or conduct.

Municipal Law is defined to be "a Rule of Civil Conduct" prescribed by the legislative power as a Ruling Commanding what is right and Prohibiting what is wrong. In general, it is the power of the State to enact laws to command what is right or prohibit what is wrong. Every Judge must enforce the Law as right. The rule is to be understood only in its reference to the Constitution of the State itself; and then it is enforced.

It is a rule and is understood as a "permanently uniform and universal." It must be "permanent" and that every Law must be "perpetuated" only that it must not be suspended in its operation or obligation during the time for which it is imposed to be enforced. Now a Law may be made for only two years, but it must be perpetual during that time for which it is enacted.
Municipal Law

It must be "uniform and undivided" i.e. so far as it extends it must be general and
13th of 14th not preserve within its own limits whatever
provinces are. Thus in England there are

Municipal Law affected from national
and in that the latter is a rule of moral
Conduct, the former is Civil, this is their

"Prescribed" i.e. the rule is to be made
known before those who are to be governed
before they are to affect it by its observance.

"Free as the wind" ought to have a return
for observation. It is probable unjust to make
an unlawful compound an act completed today
when it is lawful.

There is a difference between a rule
and an "et post factum" law.

A "restitutive" is one that operates on any
on things passed. An "et post factum" law is
a "restitutive" law that has a restitutive operation.
A "restitutive" law is a genus of which an
"et post factum" is a species. - The Constitution
of this State prohibits all "et post factum" laws
while all restitutive laws.
This rule is to be "prescribed by the Supreme
+ason," which has always the force
of making Law. See Allston's case
and opinion of the facts to be noted in
the instruction of cases, 

The words of the Law are to be
understood, according to their usual
word, usage and popular acceptation.- 1 Bal. 647
Both terms of art are to be understood ac-
cording to the learned acceptation of them. 

II. Where the words are not one of them.
It is not to overturn the context, — and this
foreword this approach of the Law may be
referred to for the case before, so that
Laws "in fact matricled," may be referred to
for the meaning of that.

So if a word or phrase is ambiguous, it
is to be understood according to the subject mat-
ter. — And when any Law may have a different
construction, new one must be had to the
effects and consequences.

And the most important rule is that
the reason and object of the Law must be
consulted—this is the great Cardozo rule in
every Law. — The reason of the Law "say Lord
Coke," is the Law itself. Every Law is found
in one reason, and when the true reason can be come at, then Law be so similarly in the
application.
Hence arises the Equity of the Law.

The Equity of the Law is derived from a Code

and divided into two kinds, viz. the "Leg. now existing" and the "Leg. existing."

The code, or law, includes the Code, Law, and the Code of the Codes. In particular places, the laws are divided into different codes, and laws, and laws founded on customs.

When it is asked, are they called written? Because they are not found in books, the writer in which they are found is called a Code. The Code of the Law; its original institution is not lost, although it is not written. Where the Code exists, it is itself the Law.

The Code exists in force and authority from immemorial ages. It having once received and established time immemorial.

The fourth branch consists of what is called the Common Law. This is a Gen.
Customs extending throughout the whole realm as foundation in Custom. The time of legal memory is dated back to the action of English and French courts, and to the memory of Custom itself. Customs must extend back beyond this accession. This rule is true in theory, but incorrect in practice. The part of the law merchant is Con. Law. Yet this has altogether missed since the time of those actions.

Both of the Dees is unwritten, where is its to be found? It is to be found in books, manuscripts, or printed, in books of Reports, Records of Cases decided, and in the minds of the Judges. Thus it is unwritten because the will of the Crown constituted the law. Deed of 1770 said—then the law is old. If we are only evidence of those, there is nothing to account overheard former one. And as follows told if the decision of a Judge itself constituted a law, it could never be obtained by a subsequent Judge.

As in attending to the unwritten law you are constantly referred to precedents as it is expedient to have a Council idea of a Precedent.

A Precedent is a former judicial decision on the point in question, and is only “prima facie” evidence of what the law is.
And now I am a President's ordinary — I take
all laws to be that a President is always to
be followed unless it is utterly absurd or unjust.
Presidents are not to be overruled simply because
there is no reason why they should be revised. If
a President has always done the work of the
people's peace — and if the peace of the
people is a President's peace — then the
people's peace is a President's peace. The
people's peace is the only peace of the
people. Any President who takes
the work of the President.

Book 4:28
President is the very life of Customary
law, and "habit使用" is one of the
most important sentences in English as
law.

Book 4:27 This Law came into ex-
istence as it was always been in use always.
It was built up by the Court of
ordinary.

However, perfect a State Law may
be, it is impossible for that alone to give
relief to the people's injury.

Hence at Court-law built up the Court.

But how can it be said to be in use?
— (2) Modern decisions are only taken as
evidence of what the Court has always had.
The principles of this modern law existed before the time of Edward 1st., as much as they existed. And the decisions of the Court are evidence of what these principles have always been.

2nd Particular Customs.

In enforcing these particular Customs the case is very different from that and in enforcing the First, said.

Particular Customs must be specially pleaded and proved to the Priti, and his declaration or plea with the bill sufficient to particular Customs in as Judges as such.

No do nothing of particular Customs, but at times. Open Customs must not be pleaded of their being.
The pleading are bound to be taken notice of as "in fact"—and the Priti is bound only to state those facts which are giving the case with the rules of the Court.

There is an exception to this rule in the case of Gardiner and Throgmorth English Customs—like the party. Therefore prove that the case comes within the Customs. The reason may be that these Customs are victorious. Detailed importance.
The S. Merchant is very improper called a *particular Cut-Off; it is the
3rd. 8th. 22d. 26th. 4th. 5th.
 Very confined to particular Subjects but
extends throughout the realm fo both
Kinds of Subjects and is not confined to
Particular Local limits.

The Law Merchant need not be

at the next day.

The S. Merchant is not like a particular Cut-
Off to be tried by a Jury and proved by
Writings by law. But if they had had an
exception to this said whose new Cases
were. But if any time and it is no more
necessary of the law than there is in English
Cases, by the C. S. Books and the testimony
of learned or experienced men may be

25th May 1752

26th May 1752

27th May 1752

28th May 1752

The S. Merchant or C. S. is but only to prove facts
or the meaning of particular Words in an
instrument. But he may require a Book
or Account to establish the meaning of
Words in any Language in order that he
can determine himself what the Principle
is. The S. Merchant can never be
introduced to prove any principles of C. S. took
matter of fact only, on particular local Cas-

28th May 1752
Every Custom to be good must have certain qualities of

1. It must be uniformed.

2. It must have been continued or up-casted by an interpretation of its expense in a public or private hand, and the shortest interpretation of the right does convey an.

3. It must have been peaceably acquired.

4. It must be reasonable, or estabished 1669-5.

5. It must be certain, if it is not (Col. 55).

vague, or uncertain, too much so for precise interpretation. It must be used.

6. It must be compulsory. These customs so far as they extend from rules of conduct, which are always compulsory.

7. They must be consistent with each other.

So if A in an action of trespass claims a right to have his window unobstructed, and B claims that he has a right to obstruct them when he pleases. This would be bad.

Particular Custom in derogation of the C. Band are to be continued.

Strictly, i.e., they are not to be extended as according to what is called the equity of the Band 1867/187.
3. Certain Particular Laws. These consist of the Civil, & Canon Laws. They are known only in certain parishes, or judicial circuits, and in this they differ from the Common Law.

Those laws from particular customs, and as such are not enforced or legal in their application. They are in their administration.

These particular laws are binding only in certain places and courts. They have no general application. They are a part of the unwritten law.

The English Law both Common and Civil, so far as it is binding in Courts, receives its authority from precedent and common usage. It is a law that is applicable to this Country and where the English Law is not there applied or enforced, it is not binding in this Country or in England, and our Courts are not at liberty to apply it so far as it is applicable, but more than the Act of Westminster Hall. To this end some Judges have no application to us, nor are they enforced or have no binding force upon us.

I think they may be safely laid down that the CC of England is binding here.
excised to this County—Born in England before the land of Rhode Island was a country—This is also attended to by reason, or rather by necessity of subsistence, it is good reason to, at least, long and generous without the labour of a citizen, many experience in the nature of a good country.

2. The Second branch of Amicable Sawed is the "Leg Scripture," or that Sawed by the State, and contains the acts of the Legislature. Here we have evidence of the Legislature in the Sawd itself, and not merely the evidence of it.

I would here observe that the ancient English Statutes are binding in this Country, as

From the same reason as the English Count to

The land reason is given by the

Thus, the English Statutes are binding in this Country, as they are not much of the English Count to, as they are in this Country.

There are two kinds of Statutes, one

Public and Private, or General, and Specific, one which regards...
The State Community.

A Privat State is one which is over a private business or individual transactions.

I cannot give a better definition but this is not perfect. The ordinary question is relating to a class of persons all called public. The rule is the class of persons to whom the State relates is a genus. If it relates to all, it is a public State. But if it relates only to a species, it is a private State.

If the class of persons to which the State applies is divided into species, it is then a public State. If the mean division covers the part of the class into individuals, it is a private State.

Thus suppose a Statute applicable to all mechanics. This is a Public State, for they constitute a genus of which Tailors, Shoemakers, Blacksmiths, &c. are species.

But suppose a Statute was relating to all Tailors, or all Blacksmiths. This is a Private State. This distinction is important.

A Statute relating to all public Offices is a Public Statute, but one relating to all Sheriffs is a Private one. A Statute relating to all persons qualified to draw public funds is a Public one. Any a Statute relating to individuals by name, however numerous,
In England every Stat Concerining the thing in Public, P. I tend to respect this, viz. The Governor of a State is a Public State, and one relating to Public Concerns by name is a Public State.

And it seems to be a General Rule that a Stat Concerning the Public Revenue is of Course a Public Stat.

A Stat may be Public or Privat. as is often the Case.

2° A Second division of Stats is into those that are declaratory of the Past Law or remedial of defects in it. This is a general Stat, divided with the one above and not a subordinate one. A remedial Stat may be either Public or Private.

Most Stats are remedial, making some need rule of Conduct or of Right.

Again all Stats are either Penal or Remedial, or as Dr. Coke says Beneficial.

A Stat inflicting a Penalty or Punish, amount of any Kind, is called originally a Penalty Stat.

Thus Statutory law giving higher con-

rule that public acquire of Public. But

that Stat, they are not treated to in the English Book.
Not a warrant a penalty a punishment, unless of any kind the beneficiary or remedial.

States giving costs have always in England been Letters to the grand jury. for the way costs are entirely unknown at common law. Hence they are now considered the nature of costs. Costs were first allowed by the statute Edward I. in the Act of Gloucester.

And that a State inflicting a penalty of any kind is a penalty it is yet an object is an individual of his own right to recover the penalty in a civic action. The form of the proof determines whether the prosecution is civil or criminal.

Finally all State are affirmative or negative, but this is a distinction of very little practice, in point of fact, it is more a rule of construction.

In England every State consists of an item of an act of that description of the act of which the State is the act unless some other time is pointed out which indeed is often done. The whole act of the act is considered as that one day.

And according to this rule it is unsafe that acts of the act of that day in many cases be retrospective.
And on this ground that there is no
findament upon this subject, the decision is
has been held that if two plots are made on
the same subject during the same session
neither shall preclude the other if paying costs
to each other, both plots repeat each other
within even taken effect. The better opinion
is known notwithstanding this section of law
that the first in point of fact is to stand.

This section has now been added in
Constitution a law is not to have effect until
two acts of the legislature have had the means of
taking informing the as a new rule it is held
by the law. Of that, it shall not operate
enables the representation had that time to
return from the Assembly to notify their
constituents.

Construction of Statutes

by this word is meant the result and to
become the word of the legislature for that
itself is the law.

The Construction of existing laws especial
by new acts, interpuncts are to be considered
by the old law. The result of the remedy
being the new law. And the new with
such a construction ought to be made
as will tend to support the law and forward the
under...
The act of construction will regard to Law in Gen. apply as well to the Constitution
and to Statute Law, as well to both.

Real Statis are to be construed strictly. 8 Feb. 370
is according to the letter. If one party states
for the event that the Act of Causa is not to be literally, therefore the rule as agreed. 107
said cause is enacted. 1 The Rule 178
is penal. Statis are to be construed literally.

The subject and strict as against Law. 5 Feb. 576
is if the ocean is to be constructed. In the operation 178
of the Statute must the is within the letter. 176
And the said subject is within the letter by
the Statute. It is said to be punished unless it is within the reason and object of the Law.
The construction is in both cases. favourable
to the subject. Hence it is certain is found that
much he is within both the letter and object of
the Law. 189

Bad misuse of strict construction
and as against the subject. That in a few
instances broad relaxes in antient and modern
Cases.

The consequence of the rule of the reper-
tission of an offense inures as increased punish-
ishment, the offender is said to be subjected to
the increased punishment unless he had been
convinced of the prior offense before the Court
meets to declare offense.
And on the behalf of cases last mentioned, judgment cannot be had for the second offense unless it be committed in the first place. The word shall not be subject to the increased punishment until judgment be had on the first commission. The second may have been had."

"Be that case as it may, in the location of the court, to wit, the criminal cases of one state, shall be wholly regarded in any other sovereign state, to wit, to have any effect.

On the same principle, if an offense committed in one county, cannot be assessed in another.

These things prevailed in courts, a practice which I cannot think to be law. If a person is accused in one county and brought into that court, the offense may be prosecuted there. Suppose they are tried in another county and charged the goods into the same county, and carried the goods into the same county, it is no disrespect to them. The court are sovereign in the latter case, and this 2d sentence, the third sentence, the 3d sentence, be the foreman, the foreman, be in effect.

The Penal Law of every state and locality and the state injured, act as itself by its own laws. But at the same time, among you nearly that the taking of the person, in
in the State of New York is an offence against the laws of that State or State as is punishable as is stealing in this State. If upon that punishment to be different in the different States, in New York a fine and in some a fine and imprisonment should he also have been an act of justice passed only to a fine be charged for coming into this State? Indeed if the fraud had been committed he ought to be punished for the same offence in every State in the union: the judges in one State are not bound to take notice of a conviction and punishment in another. A conviction in one State is not to be any bar to a prosecution in another a like offense or the ground that the same had on which he is again accused. That once once satisfied.

But the the general laws of one State can not be noticed to as to affect the subject of another State. And they apply to all persons born within their jurisdiction. Whether obvious aliens, natives or foreigners, for while in the States they are subjects to its laws and owe a temporary allegiance.

It has been determined in some States that when a person is convicted in another the sentenced if he is said that the of the sentence shall be punished for only the time allotted at the time. This if true is also the case.
The words of an explanatory Statute are never to be extended by Construction.

Where a Statute has a Party and Party, and is void in C. or B., it is to be void in A. and D., and the part which is void in C. or B., is void in A. and D.

And it is a very material Rule in the Construction of a Statute that such a Construction should be given to it that the Whole Statute may be possible always, and be understood with a Saving Reserve or exception totally inapplicable to the Substance of the Statute as it is said...
Where two Acts are repugnant to each other, the latter prevails. As the former acts upon the Repugnancy Act, it is a kind of presumption that the last declared will of the Legislature is Law.

So if there is any inconsistency between the fiirst and the latter Law, the former is so far abrogated, because the latter is the latter.

On this view, Principles is a repugnancy between two different Acts of the same Stat. the latter shall express the former, because it is the last effective wise of the Legislature.

Even that it is in its nature irrevocable. If the Legislature cannot abrogate a Law, the act of the Sovereign Power. for that principle a Clause in a Stat. providing that it shall not be affected or void. For this would be abridging the power of the subsequent Legislature, and has the same right to make Laws as the former.

Therefore a General Act that all Legislature acts in derogation of the Power. If a subsequent Legislature are void.

With regard to the principle of Stat. the Repugnancy...
At the suit of Construction.

Contended that an affirmative Stat. does not imply the C.E. but in reality it makes no difference whether the Stat. is couched in affirmative or negative terms which is the only difference between these two kinds of Stat. In fact, the C.E. has been in how appealed by affirmative or negative Stat. The rule is altogether arbitrary and unsafe.

Any Stat. with which the C.E. is inconsistent, repeals the C.E. and

There are many cases in which Stat. is affirmative or negative both alike into the C.E. in relation to the same subject. Both stand, and there are three concurrent remedies. In such cases the Stat. remedy is called "accumulative," and the party may avail itself of the Stat. or C.E. remedy. When the Stat. does not repeal the C.E., it gives another remedy, as in action of assumpsit or slander in ejectment.

But if no statute Stat. is enacted to punish the Stat. it is prescribed by the Code of 352 C.E., the C.E. is repealed on that subject.
Yet if the Statute reflects a higher grade of wrong than the CB, then the CB, if it ever is not repeated, but the remedy is concurrent.

But if a Statute reflects either a higher or lesser punishment, which is prevented by a prior Statute, the prior Statute is repeated. The reason for their diversity I suppose to be that as two Statutes made "in said material" are combined or said Statute is understood to include in suppressing the same law and deed in the same Statute, inflict two different punishments for one act of the same offence.

WEIS agrees to affirmative and negation Statutes, it is said, again, that an affir-
memorial Statute does not repeal an affirmed Statute. May this be so true here as in this rule. As it is. It would if it consistent with the otherwise it would not.

Finally the intent of the Statute is to make it. The Statute is usual.
The above rules are not intended to apply where there is no express clause of repeal.

If a Statute repealing a former one is itself repealed, the former Statute is revived. The former Statute is repealed only by a different of the repealing Statute, when that is taken away. Of course the former one is revived.
Book of one Part is repealed by two others, and one only of the third existing Acts is repealed; the third repealing Statute continued. The repeal of the first...

Now on the other hand of a Statute, which has been once repealed as enacted, the repealing Statute is itself repealed...

It is said in Bacon, in reply to which is one Part I cannot give our opinion that when a Statute is declared void and void acts done under it which it exists on it is now too late to...

I cannot find that one legislature can declare that the acts of a former legislature are void — they may repeal or abrogate, but not make void. Jenkins also says — the law that is repealed, yet acts done under it are void for want of a]...
You shall not now Dine, and therefore you P

Can't be undenied on YP. The Councill would

the said Dine because it would be an A

You shall Dine which by the Constitution

is unlawful.

Tened if the repealing Act?

Contains a Clause declaring the Old Debt and

sume as to all acts Constituted under it, as

is now Councill them to Dine be punished

for the Gowern. Etc. The same doctrine

was recognized in the Case of the U. S.

v. U. S. 196. Head v. w.

And when it is said a Ref. Councill

have a repetitions question, it is wise to

Distinguish.

If one Councill to do an act

dlawful at the time but which a future

government shall make unlawful, the Councill

is annulled:

So on the other hand if one Councill

not to do what it is afterward made

his duty to do, the Councill is annulled —

That is an Unlawful Councill to Continued

with his elected. So long, but a Public

Law makes his military duties null

on the Councill is void.

P B P these rules are not in violation

Our Constitution indeed provides that no law shall be made to impair the obligation of a contract. Yet the meaning of the law is that no law shall be so made as to impair the obligation, for the sole purpose to have this effect. But if the Legislature, without any such purpose, makes a law to prohibit that which was in truth and fact Consequent on and essential to the Contract, such as are not vitally good but by no means unconstitutional.

I take the point of distinction to be this: a law made purposely to destroy or impair contracts, is unconstitutional. But a law made on a proper subject of legislation, but in its wording or effect Consequent on and essential to the Contract, is not and shall not mean unconstitutional.

If one Covenantant not to do an unlawful act and a Subsequent Act made that act lawful, shall that Act void a new Contract or renew the Covenant? If the law is not and shall not mean unconstitutional.

If a Contract declared illegal in State B is made while the State is in force, a subsequent repeal of the State shall not make the Contract good. The Contract was "abreided" void, and therefore must be avoided.
If complete performance of an agreement is made illegal by Stat. law, if it can be partly executed, it may be. It will be enforced in Equity and I believe at Law.

And the lawsuit is the same whenever this complete performance is deemed impossible by the act of God or an insurable accident.

The 2d of 35 prohibited all "by part fact" laws and all laws impairing the obligations of contracts.

And "by part fact" laws are not retaliated against. A contract is a contract made to enforce the obligations of a contract and signed for that purpose.

A law requiring what is physically impossible is of course void. "See more against ad impossibilita" is an important maxim in the English Common Law.

It is laid down by Dr. Hobart, that laws contrary to nature are void. To say:

Judge Blackstone, in one place, that Law.

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It is laid down by Dr. Hobart, that laws contrary to nature are void. To say:

Judge Blackstone, in one place, that Law.
on the principle, which would be of very
8 Coke 118: dangerous consequence. And I think the whole
Book 879: most of the Law on that Dower and the Law of
17 Coke 245.

And God are both equally undeclared. And
17 Coke 245: differ in opinion as to what the Law of God is

The married and the Law of the land must
21. and judges have no power to, although

a man thereof. Because unreasonable doctrine.

Whether State or bond to a written
Constitution are valid or not is totally a dif-

ferent question. This can be answered by that
Law, whether to the Constitution are totally void.

The Constitution is a part of the Civil and
of paramount authority. The other Law or
Law is made to regulate the Rights and
Hence of the Legislature. Have a
right to alter or infringe upon its enact and
principles, a Constitution is a perfect
nullity.

Hence, the Constitution and the acts under it are
Coke 245: the written Law of the Country and
Pare 293: the former is paramount in authority. Hence
of supreme, the Constitution is the Power.

The judges must determine the Constitution of God, and do to have been determined and set-

ted out every State in the Union.

As is seen once that when a State en-
cables, a & 6 to be a matter of justice between

Persons
persons, the CP is bound to do it, and the par
may claim it as a matter of right. This
and in some limited cases, may be
equivalent to "must" or "shall".

If a State makes a new law, concerning
an old offence, and designates Particular
Codes of Property and of other Crimes to
be executed, one of Constitutes a new
jurisdiction, and the CP of ordinary jurisdiction
are not bound to its jurisdiction. Because it is
a rule that CPs are not to be bound of their
jurisdiction by implication.

On the other hand, if a State creates a new
offence, it establishes a new jurisdiction for
the trial of CP. I take the belief that the
CPs of ordinary Criminal jurisdiction
are not bound. Because they never had jurisdic-
tion.

Whenever a State passes an
act, upon certain individuals, which, when
enforced, affect the rights of other. The act
must be evidently intended to be
acted on the authority must take every precau-
tion to see that the actual case from
the facts of which were written proceeds to
the end, they are unsatisfactory.

If a State enables a body of men to act
by a majority of the votes. It is a question whether a majority of the judges of the supreme court must be a majority of the court itself. If so, it will be clear that the decision of the court is final.

The authority of a judge is not vested in any individual. The authority of judges is vested in the judges themselves. The authority of one judge does not extend to the others. Whatever authority is vested in a judge by the law of succession.

In the case of a corporation, the act of the majority of the judges is final. If a corporation has the power to decide a case, it will be the power of the corporation to decide the case.

In the construction of statutes, it is used. The word "void" is often considered as voidable, in the construction of a contract. If a contract is declared void, the statute would be rejected, unless the word "void" was construed in its strict sense.
It to be so construed, if it would not be
refused in, if the mischief intended to be
prevented in the Stat., may be prevented
without Const., to absolutely void, it is
then to be Const. "voidable" only.

The rule of Const. St. 18 Car. II, 31 El. 2
in Co. 1, 239, is of S. 9, ss. 4381
noted one of different, but that the reverse of, S. 9, 4381
Construction are equally binding on both Jud.

Section

Of Reading, &c., and the more of

Reading, Copying

or else, and Reciting, St. &c., or different things

Reading, &c., is nothing more nothing,

than, noting the facts without being the
Case or action without the Case. 25th Oct.

Where, as in 2d inhom. of 1, mentioned in the 2d, of

what the hat is from without 2d, without any express reference to the hat of

limitations.

Counting, when a Stat. Consists

of an expres. referred to it by the words

"Contd., form. and Statute," is such Case

made and provided on "in virtue of the Stat."

Perhaps a Stat. is merely quoted, the

contents of P. R. gen., is wholly unnecessary in.
When it becomes to read Statutes,

And first of all the Judge and

officers...take notice of the Public State. But

decrees in private States: on the other hand, the Judge

share of him who...the doubt...1

of public States are the deans of the State; but

private ones are the more evidence or mini-

mum of private rights, and the judges are

as more bound to know those things than they are

— to know the content of a private deed.

But under the State of pleading in Coke

such a State may be given in evidence ex officio;

of itself, unless the Geo. office...then do

This is a learned usage. But it must

be read here as well as in England, and as in

England the State Shall be the foundation of the

action, must be declared when and where

because it is not part of the Geo. Law at the Law.

If private States show when pleads.

Coke, 104, must he erected literally or substantially.

10 Coke, 547, Public State and not Personal.

The minority of a Public State is

when to 96, in some cases shaded even after death.

Coke, 1146.

It is laid down in a case in Crofted

famous the minority of a Public State is...
...is not faulted of the negligence in \( \frac{1}{3} \) of an
inmaterial fault. — I take this not to be the true rule. The true rule I take to be,
that, whether it be a material or in-
material fault on the part of the party himself,
not in the form of the fault as stated by
words of reference to it, as stated in "R. & R.
acts." But if the fault is not by way of
words of reference to the fault, as stated in the
hearsay, nor the fault mentioned in,
inmaterial, the party is not bound by it.

But the negligence of a private fault can
never be faulted after verdict, because it is a
mere matter of private opinion and may
be objected to or taken advantage of, and
the fault of its negligence don't affect the
record, and the judge cannot know it after
officers, as judicially, as just, as the mistake was,
which the Court, as judgment, regard and rule.

Neither is a fraud recoverable by award
the fault is neglected, yet the party may claim
the fault is pleaded may take advantage of
by pleading by way of pleading in the
...
So the vacancy may be pleaded specially.

In England, by C. 4. even a Publick Stat. in England by C. 4. even a Publick Stat. which is used for the purpose of defeating or destroying, or to be specially pleaded in the Case of Merry v. Brown. It is specially pleaded, and the Statute is highly of 2 D. 12. Wherever the Statute is not specially pleaded, this day the Statute is not the true reason.

The latter rule is raised in State in Court, and if the Statute is not the Statute, and given the Statute in evidence, and in the Court. And,

In declaring on a Private Stat. the P.P. must not the Statute specially.

When a Statute is made Publick and to make a Private, the clause never applies, whether the Private be a Private, or a Publick. Provision. See in the.

It is never necessary to refer to the Titled.

It is never necessary to refer to the Titled.

But it has been held that the mis

R., instead of the Titled of a Publick Stat. or demand.
To declaración on a Privee Stat. "No, is the 38.\\nthe acced." may be pleased, but when a Rule
is enuoked, the Ct. ou to etermine whether there is such a Rule, and "No, the
ceed," can't be pleased.

In pleading "Public Stat. its an enu-
Although is Gen. To enuoke, or ask them out, or
enoue it to them, its insurance to pleased the facts which bring the case within the.
"No," To this Gen. rule there are 20.\r
7. If an action is not, creed of CT, or at CT, or on the Stat. is best at CT, or on the Stat. But, if
pleaded day the Ct. ou, or as the matter is,
action is best at CT, or on the Stat. at CT.

3. In an action creed of a Public Stat. the Stat. must be enuoked, after, whether it is a public or a private, one. I know of no
reason for this rule day MG oued.

Since enuoked otherwise by D Holt.

B. Where a Public Stat. gives a new
action, it is a mixture of action unknown at. 19 Nov. 1804.

C B.
...so necessary to Count upon it, if not necessary to write it
The right in this case may have
center at OB the action only being need
or the other hand from the Stock extend
an old remedy to a new Case the party need
not Count upon it.

And in actions founded on Stock take market or by title. By so if a Stock creates a right in my name
and gives me damages and must
punish for the violation of the right or
neglect of the party. There is no need of,
Counting upon the Stock.

And if one party Stock want Print.
Page 333 in an act and enacted ainstrument,
a penalty both must be Counted on.

Where the remedy is permanent the
Page 32-33 since may be laid it's one deposition. The,
Page 285 in the Count as being in violation of
both the Cen and Stock Gold. The Count must
be distinct and if one fails that does not
destroy the other.
If that there was no offence at C.S., id. 1 Cor. 5:04.

made the law of God, and the mode of procedure.

pointed out by the Stat., that mode then pointed

out in the case made, all others being expunged.

There is no C.S. applicable to such a case.

This is not to be taken with such

as Lord Coke in the Clauses of Cases, "vi
does not the mode of procedure is pro-

scribed by the prohibitory on enacting Clauses

of the Statute.

20 When there is a prohibitory Clause in

the Statute, whoever does this and

shall be punished to such an. In this place we have the

mode of procedure is incorporated with the

resentment of the offence.

Both on the other hand if the mode of

procedure is pointed out as a particular

substantive Clause then the C. E. id. may

applied to the case may be pursued.

And if any time which was before

nullable C.S. is prohibited by Stat., and some

particular mode of procedure is pointed, C. E. 58:03

out by the Stat. and in this enacting Clause

shall the C.S. under may be punished. -- The

Statute is Cumulative.

If a Statute merely creates a right or pro. Rom. 5:04.

subits an offence and gives no express remedy 5:29:0.
on punishment, at and the O P will tend to it. 
C. 53. 1. 4353. As enforced by the Act 1, 10 Coke, 753. "Wherefore no person shall export wool from England to the W. S. without defect in its". He who violates, 
the Act is punishable for a misdemeanor. 

To also to obtain the execution of law, 
C. 53. 4353, or printed by State is an offence punishable of the State. 

Who may prosecute on a furnace State 
It is the State of a furnace State that a pub. 

tic offence could be prosecuted by any individual 
C. 53. 201, and his own private rights. A C. 53. 2. 203. The prosecution must be according to all the 
analogies of the law, in the nature and on the 
part of the party injured. But if the public 
wrong must also be civil in its injury to him. He 
may for that prosecution, but not for the pub- 
tic, defended as such. The party aggrieved must 
delate the remedy. tod the Publics

Beach. 1925
C. 23. 9. 331. In England insider private persons do— 
C. 23. 57. 2. A person to be brought by the 

name of the King. 
We don't allow any private person to 
be allowed to conduct a prosecution in the 
name of the State.
There is however a division of united 
prosecution, first public and then private.
Called a 'Quir In Odd,' but in behalf both of
the individual presenting and of the Public.
It stems its name from the word "Quir-
und,' which shows that there are two grounds
of prosecution. The individual is the Complainant.

These "Quir Und" presentations may be either,
by action or Information. A "Quir Und"
action is conducted by Civil process, a "Quir-
und" Information, by Criminal process.

If then you find a "Quir Und," presentation, you ascertain whether it is an action or by Information, or determining the form in which it is conducted.

The action brought by an individual in his own right, is a Civil action; even the same is a "Quir Und." It is this distinction between a Civil and a Peace action is very important in practice. In England, a husband may affirm in a Civil, but not in a Criminal action. So in a Civil action, the party may appear by Attorney, but in the Information he must appear personally.

"Quir Und" actions are General and are often

...
A *popular action* is one given to anyone who will sue for a penalty incurred by the violation of some peace tint to be called known. The right of action is given to any one who will prosecute. Sometimes the whole penalty and sometimes only a part of it is given to the prosecutor.

A *popular action* and a "Quirit" action are not specifically the same. In any a popular action in almost always a "Quiet suit" and it may not be; and a "Quiet suit" must not be a popular action.

Because the whole penalty may be given to the prosecutor, the defendant is not necessary to join the thing or the public, as they have no part in the suit of the prosecutor.

And a "Quiet suit" may not be a popular action, for the right of suing may sometimes be confined to the party injured by the offence.

We have as much at the expense, $50 of this kind, yet as the penalty is to be divided between the party injured and the public it is a "Quiet suit". *NB.* a "Quiet suit" is paid only of the penalty goes to the subject, and a part of the thing is a popular action. The whole penalty goes not subject prosecuting.

Bacon says it may be a "Quiet suit" and the whole penalty.
If an individual is civilly injured by an
offense prohibited by Stat. he may have his pu-

ted remedy by the Stat. of which he is made a

The remedy is by the Stat. for any injury de-

And if it is a generality that wherever a Stat.
prohibits or commands anything for the ad-

vantag of any individual generally he may, 36 C. 363,
have an action by the Stat. for any injury de-

the same as the former rule.

When a Stat. inflicts a penalty upon any one for
an offense or neglect of his own interest, and makes it a

ence, he who is injured and not the State
shall have the remedy.

From what has been said, we are prepared
to inquire in what cases a "qui tam" pros-

If for any offense immediately injurious
to the public, one a Stat. gives a "qui tam" and

As he who proceeds any person

If a Stat. for any offense inflicts a

fine or penalty and gives also a qui tam action, he

18 Oct. 70
406
2, 553
1867

36 C. 363
381

806

1857

1857
4. Code 13, to the Prosecutor an action of "true and actual" construction he is to recover the penalty, for the public, and damages for himself.

There are 2 cases: instigating penalties for injuries immediately injurious to the public, and particular only, but no individual. Cases in such cases, the whole or a part of the or a fine ordered is given to the individual prosecuting.

The reason of the distinction is manifest. In the one case, the individual has an interest in the other, he has no interest at all.

On the other hand, if a test of public or private injuries immediately injurious to and for the use of the public, he is entitled to a test or as to the public, he is entitled to a test or as to the public, he is entitled to a test or as to the public, he is entitled to a test.

These cases: "true and actual" action, not only a fine the State gives. Code 13, such the whole or part of the penalty are some. Code 13, such the public or damages but the whole, all, gives the public 3. All the may have a "false word" prosecution. 5. Thus, the State, instigating a private offense as a public offense, giving a penalty only to the public, the party injured may bring a "true word."

Concluded: Both of these 2 cases, penalty is allotted to the action of the party injured, no doubt, but he may maintain an action.

The fund to the public... 300) on the conviction of the offence in the civic... 636.0.

Thus the individual may sue in his own name. 390+ 390.

right in such... 390. This is a familiar proceeding at Common Law. 430. I have known it done in

practice.

As to the mode of proceeding, 48. 3. 683.

If no form of action is prescribed, the action of 7 Philam. 168;

Debt is the most proper and common action. 683. 2.

As action on the bond as it is called, will not

suffice. 683. 2. 11. 2.

And thus a penalty inflicted is all that may

to do the thing and pay to the government, and all

the thing may sue for and recover the whole, pro-

ably. 683. 2. 11. 2. 15. 129.

especially the statute in this County, and the

ment of it.

A bond sued... and as

tx. 2. 10. 2. 15. 129.

Infringement is a form to any other prosecution for

the same offence. 7 Philam. 683. 2. 11. 2. 15. 129.

The same... 15. 129.

The bond sued. 15. 129.

And the pecuniary... 15. 129.

tion, may be preceded by an abandonment of a suit, 15. 129. 15. 129.

denied. 15. 129.

The same... 15. 129.

This must be publicly known. 15. 129.

day. 15. 129.

15. 129. 15. 129.
A person claiming a penalty under a
false deed, has no rights attached to himself
until the commencement of the prosecution.

By a false deed the rate is otherwise
than the party has a right of action from the moment of the injury. And by con-
secuting the prosecution on a false deed,
the acquire an inchoate right which is con-
summated by judgment.

Hence is how a courted action is given in
common law. If a courted action be brought,
the issue may be held
private action, by releasing the penalty, or by
execution before the action is brought. After
the action is commenced the king can
receive only his part of the penalty.

After the potentiud action commenced the
king cannot in any way release the of-
gend and the penalty. But it is said,
the legislature can do this by the day, at the
time no more right to release the penalty,
and to depy demised of his property. The
may repeal the law.

But should a penalty or part of the
penalty be given to the party injured by the
offense. If the king cannot ever before
the action brought release the party of
feuding, since the party has a right commen-
cing with the offense, it is a remedy.
It is known that at O'Dee the prosecution
on a popular action might issue before the
death of the party. After conviction and
affirmation, no individual could prosecute again.
But if he could not appear before conviction, as he
had then no commutation, right, and a
release of an indicted right was not bad on
other actions, the he might act on all the rights
he had. The consequence of the above held
was, that offenders could, if they wished, the
punishment of the bad, as the friend of the offender
could commence the prosecution and release.

Hence it was enacted by Stat. 4 Th. 5th Comm. 1592.
Tyranny, that no obvious recovery on a
popular action should be a bar to a subse-
guent action to the best "bona fides," for the
subject of same offence. The same Stat. also enacted
that to cause proof by the PP. pending the
action, should aid the Def. to

Now I should think this Stat. was more urban in 1595
than an assurance of the O'Dee of Conwy.
The same Law, "provides against fraud.

But at any rate the Stat. has now
delimited the Land and it is occupied in this
country, or it was passed before settlement took place on July 4th.

The further city, as we have
mentioned, essentially it was enacted by Stat. 16th July, 18th
of Elizabeth, that the PP. in a popular action,
If the Defendant is a Person acting alone, or with
11 Coke 62, 63. Three offenses, or duties, are committed in such a case,
13 Coke 48. The cause may proceed in such action
1 Cock 162. The action is given to the party injured by the
offence. If the Defendant be, the Public prosecuted,
Coke 162. The party's right is to foreclose

If several joint offenders are convicted
on one particular action only, one penalty
is inflicted on that offender. But if such offenders
are convicted on a Public prosecution,
the entire penalty is inflicted on each.

There is a material difference between the
debt on a Public Statute, and a
Public prosecution, by a Public Officer.
It is said that in one case it is in nature
of a satisfaction, and in the other of punishment.
in the form of the action, one is that of Debt. But when a criminal person is sued there is indeed no fiction in the case, each individual is liable for the whole offence: times are severall but Debt one joind.

It was formerly observed that there was a great difference between the act prohibited by Law, and the offence growing out of that act. One act may constitute different offences, Chapter 640, are punishable for the lower offence is no bar to the prosecution for the higher.

In private actions in England, the prosecutor is entitled to no costs unless expressly given by Stat.

But the party injured by prosecuting becomes entitled to Costs as in other actions.

But in Court the prosecutor always recovers Costs, when he gets his Cause.
Private Relations
Barow and Yeme

June 17th
May 1812

The rights which the Husband acquires by Marrying over the Personal Property of the Wife.

Personal Property is of three kinds:
1. Property in Possession and Money
   Called: 1. Money in hand, or 2. Money in Action, as right to
   recoverable, 3. Estate in Lands which the Wife has for Years.

The Husband by marrying acquires an absolute right over the Property of the Wife in Possession, and the rights of entirely removed. This and other rights injurious to the creditors of the Wife, if at 21st March 1816, the the Husband is liable for her debt as 300 - 409

being the Covenant. He is not after that as 500 - 452

at an end. Sold and Alienated the 17th March 1816.

10,000$ Esterland, and she dies before her debt, July 7th, 1818.

Let Collect these Bills. They are then obtained nothing. Both if the Husband die, she is

still liable, although she may have spent all

the property she received from her.
The husband's liability extends even from her having received the property, but because the lord supports them to take her with all her circumstances.

Debts on the Estates of the Wife and 
not from it was injured by the loss of 
I mean, for if the husband received 
no property by the Wife, he is liable during 
the marriage for all her debts, and when the 
wife dies, he is not liable to the extent 
of that property only, but for the whole amount. 
He is not liable on the ground 
of her care received property, and that in the Cons 
Estate, the Title but she is the ground of her being sued, and he also. 
She it shall be order that if she died before 
and must be sued. She sued may survive 
against her, for she is the real Title. The 
ground on which the husband is due is a mat 
er of paying as providence for the Wife at 
the house of her own living Considered. 
It would be easy story to lead her alone for 
the oath to be instanced without her husband, 
and she discharged him without discharging 
her in any Civil Case whatsoever. So 
the law is that the privilege and estate she 
must be discharged. There is one Case to 
the contrary, also should be where a wife is con 
medi
Commenced at a free of man of his wife
The said wife being a married woman, and
in her maiden name. The said page 104
being on the back of this bond was for the
benefit of the wife, and not a valid note.

2. In the husband's right to choses in action
(whick and Not Bonds, Contracts, Damaged,
for injuries to, is not to extend as that no Persona.
Properties in possession (and when
the chose in action can be reduced to posses-
sion the right is the same in both

And that has a right during continuance to
reduce the chose in action to possession
but if the does not before the or her death.
Then in the first case they will come to
the wife, and in the second they will go to
her naked or free or legal representatives ac-
cording to the provisions of the Code Law.

But if the husband assigns his chose
in action, 4 years or his own property, excepting
that he may give his own away but when he
causes a gift, only for a recompense and value
able consideration. If that be a bond, it's
assigned and not as mere elasticity to give the
wife her right. The will be bound in the as-

assignment. — Judge Roder Coneris, 44th
the Contract should not be inquired into, to the value of the article.

CASE the Husband records the Shares in Action.

If, except, he has lien as Purchaser of them, which happens in Equity, then he makes a
complete Settlement on them and not a fixed

2 Rev. 5th, 1871, which can be sued down before it

In this Case, if the Husband were, without any

inaction to give bond or assignment for

a valuable Consideration, - Allowance cores

done out of his several advantages, if he

affirms there to be no Purchaser of a Share,
in which a Settlement's never part done

in, the Purchaser the Chosen in Action.

Since the introduce of os of Ch. 2, it
is very common for one Person to have
right to profits of which another was

owed and 1800, &c., he joins to joint Stock for the

use of his Wife Sally. Where the Wife has prof-

its of this kind that the Husband claims

R? - he must account the Trustee to pay if the

and is of a Share in Action to collect Ch for

lands; if the Trustee is paid this husband may

compl. land to let himself stay where the Trustee

was, by applying to a CP of Ch. which

will not lend its aid unless the Husband shall

have made a Complete Settlement or the Wife.

It does not however go to exact those of

the
the 500l. a year in Ch. and owed the settle-
makers but owed it of course that the receiv-
er was voluntary or the wife or indeed to pro-
cure family income, etc. or for a similar pur-
pose. Ch. owed still great a settlement.

Shone the trustees income paid up the
would after removed the Ch. of Ch. and the
income a settlement. But the trustees was as the
price of their compliance and the settlement had
be good.

And the Ch. of Ch. and the trustees from paying to the husband if they feared
the principal or interest or even costs. Its
influence is only discretionary, and it may
exacts any condition on the place of settlement.

Ch. will however sometimes order that the
trustee to pay the husband the interest even with-
out the settlement as a provision for the sup-
port of the common family. But if the
husband has already received a fortune with the wife
and has made no settlement Ch. will let the
interest accumulated with the principal in
the hands of the trustee for the benefit of the
wife.

The signature of a Bankrupt Cannotis with 200l.
claims for refund of the 700l. any more 200l. 88.
and owed the husband himself without making pre. Ven. 7. 1758.
A question of much magnitude has come out of this law. The husband under existing laws is administering of his estates, to which he is entitled to distribute the surplus to the next of kind, and which is the rule of the husband as head of the house. What this law changes is that the husband is not required to divide it among his children. In cases where the husband is entitled to divide the surplus among his children, he can do so. But it is contended that in some of the states where he is entitled to the surplus, the husband, and by the word 'husband' is intended, his children among his children, like Judge Pease, 'if he be so entitled, is entitled to the surplus, but from an English law. Such is adopted in some few of the states.

Yet where there was until this time no question but the English law has as binding force here, it would be wise after the emigration of our ancestors, in order to that it be said the law is in the same sense of the common law, and here is the question: from there I resign.
I will now give a short account of some

situation, which being historically and

some light on the subject

1. The Administration must pay the Debts.

and by the Stat. 29. Charles 1st. Art. 11

the remainder of estate. As a Codicil 331,

provided the Administrators must pay over the

Suffucus to the Husband, and a Stranger Card No. 2, page 209

the Administers when the Husband refused.

Every State in the union has a Statute of

that of 29 of the 2d of Charles 1st. referring to

the several states, and many others. Under this

Statute the question whether the Husband was

called to the Surplus, without aid in order to do

the latter amongst other things was made the Stat

29. of Charles 2d. This is based on the principles

of the Code of 209, relating to Administrators.

The fine as "Parent of the Estate" was entitled

to administration. The Wife is that Coward, a

entitled to the "rationalist ward," which was one

third, and the Children another third, nor cause

the Husband divided these of this by his will,

to the remaining third the Husband might

dispose of it of the payment of Debts

But suppose the Husband made no

Wills, should it not be done with the surplus?

This was to be applied for the benefit of the dead

of the deceased and as the Slaves were continued.
at the next faster persons for Beasts of Blood, properly who acted on the feast of the King, and were made with no more right than the King, they received it and after professed it to disbelieve they called priests for the discharge of this trust they were accountable only to God and their own Conscience. To guard therefore of a breach of trust the Bishop and Archbishops and Chaldons were deposed of their right as well as civil as their due, and to be without possibility of remedy. At length the legislature began to feel the kind of abuse and found the right of the King to give an act of obedience against the Bishop, who was the obligator to pay the debts of the deceased.

By a Statute of Edward III.

the Clergy are directed to appoint an Administrator, because it was more convenient to find that the Clergy, the Administrators must be the next friends of the deceased and the husbands being so to the Wife, which of blood not being meant that was generally appointed in such cases. Since the blood of the husband acquired right of administering after the Wife, but with the Bishop, having an equal right with the Bishop.

Afterward by Statute of Henry IV. commenced that was to be committed to the Wife and next of kin. This however was not constant.
constitute to bow the husband of his rights of
administration upon the estate of the wife.
The wife and maid then distributed the estate
as the clergy ought to have done. In some
cases however they claimed to be exempt from
any liability. It is said as were the clergy with
whose rights they were invested.

A defence if required was at length ob-
tained to the surmise of every one that they
were not liable. If the husband was there-
fore no more liable than the wife.

After the termination of the civil war
a sta8 of Charles II. became the con-
duct as distribution by the administrator.
From the view of the subject it
manifested that the sta8 gave no right or
power to distribute by any other administrator.

But by sta3. the cha8. or he in promissory
words do set aside this wife for charges in behalf of
the payments of debts.

Thus it is clear that judge single. is clearly
not in affirmance of the C. 8. but after it
the gentlemen stated there is no such sta8.
or sta3. of Charles 8. and the judge for the reason
above mentioned is not lending to the will.
I apprehend therefor that in these States, of which Massachusetts is one, the Husband must distribute the Inheritance to the Wife's next of kin. In the cases in which I have
just spoken has been no decision in Massachusetts. The law it self has for the convenience on which the Husband good the two thirds it would have been needed that he was bound to distribute.

I uphold and hold and thereunto with respect to the Wife's Children and Children of an Ancestry, the point that before
marriage a joint and concurrent decease is the first and last division of it
of any kind, because it is not Personal but Real Property. Both the various types
accord success to the extent of Belonging to head, a Husband, and that which accord. Before Coverture are like any other Children in action in this Country. As in England it is good to bind absolutely the State of Estate of the not in favor of.

There is one specification of choice
in action which requires a separate consideration. The Wife Judgment in action in the case of his Wife named and instead of how it
before this is collected which becomes of the judgment.
Will it go to the Wife or not to the Wife?
It the died first, will it go to her wife, and all the other Chattels in Action? No, it becomes his estate, and he is not liable for it to pay the Debts in Administration. But the demand is this one, according to the Code and judgment. In the demand of "just accrued," because they are paid to an estate to his judgment and of cause. If the demand prevails it will go to the survivor. In some States the demand of "just accrued" is expected to be paid to the heir, and not to the estate. Which will become of the judgments in this State? in Court. Who is the wife, as before Collection? For the other States the Husband and Wife are tenants in common of the judgment. If the property is due of the widow and widow, she must account for it as Administrator, and consequently must collect it as tenants in common, and then she can have no more of it than she has a real interest in, which is only to the amount of his estate. For this is the right to inure to such a tenant in common is entitled.

3d of the Wife, Chattels Real.
There and personal Estates in Land, or chattels or Chattel interest, in Land, which is.
The right of the Husband in her estate in 1st. that he may dispose of them as chosen. 2nd. that he may deliver them to her commoner. Any one of his debts. They are also subject to pay his debts. In relation which Chosen was sold. To the widow and those own married they could do, being mere committee of debts. If they are not disposed of by her. Cor. 1st. 2nd. Chosen was sold to his wife the Chosen. In Cst. 419, both if she did first she go to the Husband: 1st. 2nd. Abdullah and not as chosen which go to had Chosen 3d. mends her in her distressed.

Book of this name a question which I wrote notice. If the Husband sold me the Wife, how as he mayDoing he can, dispose of it, and the wife she sold it to the admired. For the difference between Chosen, and Chosen she said, there is no other reason than that is in thus written. The Books say, they deliver to the Husband as points, but not. If do allow joint tenancy does not prevail, they will go to have any Chosen in actual. The being the minors, related.

Judge Reid thinks that principle of
Great Tenancy, endorsed because it is not


to constitute it that the title is on the

same kind. Such is not the fact, in this case

above the title of Joint Tenancy arises from

the act of the party, and not the operation

of legal as the title annexed, the Husband,

also in Joint Tenancy, the parties must have

the same kind, and quantity of estate, which

is not the case between Husband and Wife, in

this Chalybly held. She is entitled in her own right

during the term. Whereas the Husband, by

only 1st entitled during coverture, or when from

divorce, one of the qualities of joint Tenancy

can't be made.

The Husband's rights to the

Wigtown Chalybly Road. in England does not go

beyond one Joint Tenancy, and therefore may

depend her on. where Joint Tenancy does not pro-

vide. This is well settled in this Country.

As the Husband can't derive another

Chose in action neither can he in that Chat. Just

told above; he may however make a descent of

them to another after his Death, but in

order to take her homestead to her Conveyance

for is valuable consideration, because this Con-

veyance benefits the family.

Support the Husband, and the Wife.

Greed and Plot to王某 is the only to be acted.
The term would go to the wife, but if it did not, the
Codicil 285. Rule to the Executors. The rule is the same
Res. 8 if he leave the interest for part of the land.
Res. 3443, because this is a disposition of estate, and
Res. 351 the husband has a right to dispose of his
Res. 344. land; the rule does not follow the exception.
Res. 4381 from as it proceeds from.

If the wife is in possession of a land,
for years and yearns and treaty, the owner D
Res. 10, Nov. 1800
res. 29.6, and the land, and the land of the land
forbid her having any interest in land.

She has (presumably a great question whether
a land in trust for the wife, and in her name,
and disposed of, it is granted by the landowner.
Res. 29.75, whether the husband has the same rights
Res. 178 to it as if the wife had the estate. Tolstoy,
Res. 351. The case is now established that she has and
Res. 351, it appears that she was disposed for her separate
Res. 360. unless or instead as a provision for her after
her death.

A wife before marriage Conveyed
her estate in trust for her and C as to land,
and separate, and the husband did not inter
Res. 82, for he took the rents and took all
lands for the profit. Did this go to the hus-
wife? or to the Administration, or in his own right?
Res. 360. In his own rights, and if so, albeit this cannot
Res. 360. as shown above holding a contingency factured.
There is a species of Choses which may be Kast. 839
Leased on for the Husband's debts, and that is absolutely
Mortgaged.

If a husband have Chattel Real and
is disposed of them before marriage, or the
Husband join as a partner of the business
being continued, they will go to hand as it is
intended, and not in his own right.

Judge Read the foregoing this 26th day of
Dec, 1812. 2d Sher. 3d

3d.

The transmission of Chattel in the 18th of
Jan, 1813.

State cannot define a property without
being defined as in England; and the same,
and being insufficient, In some of the States,
that doctrine of Property is actually
refuted by Statutes, and in others, is simply
The difference between the laws of
Property in England and the laws of
property in England is sufficient, and defines
Property in the States.

If the Wife be Dispossessed of Chattel Real
der an Executor, the Husband is not enti-
ated to them at all.

The real consideration in what right
the Husband to the Real Estate to
his Wife.

Author's Note: The handwriting on the page is quite illegible, and the text is difficult to transcribe accurately. The page appears to discuss the conveyance of property and the rights of the husband and wife regarding estate claims. The text includes references to legal dates and other dates, but the specifics are hard to discern due to the handwriting. The content suggests a discussion of property law, particularly related to marriage and estate management.
The rule is the same as to respects last. right whether the Estate is in the husband, in the wife, or for life. — Of these he has the residuary during coverture at least. This is an Estate for life because it near Co. 361 lasts during life, and has no determinate period. The Wife still has the life as before coverture. Therefore an injury done to the residuary will entitle the Wife to an action, but one done to the possession will entitle the Husband alone to an action.

On the death of the Husband the Wife is again entitled to her share property. The Husband and Wife is entitled to the land, one of three, one or one.

If the Wife is first, the Estate before she died was of the interest; right to take possession, away in the time period during the life of the Husband. If the head of Child is first, then of her that would have constituted the Estate. This interest being the life of old events is called his coverture.

The Child must be such as one as would have inherited the Estate, this will always be the case when the Estate is one in ten-ships, and where in ten-ships there are the only ten otherwise.
The wife too must have been actually second at O.S. being Confidence; but in this County in many States, I never, is not necessary; ownership alone being sufficient.

There is a term in England called "Gavelkind," in which it is necessary that the child should be born, I

In Court by Charter all Land. and "Gavelkind," but here females take and do as much. But Courtery has not to end all men from which it was in England. Yet it has been settled on that O.S. that if it is to be used, it shall be, in a certain way. To Judge Princ. thinly: At too 3.8. , 38. to go. Does R. and. and support the birth of a Child necessary. Under resistance 2.2. By ing the Doorways of Gavelkind,

It has been a question in England of a vessel, a new vessel be taken by the Court, of a Trust Estate, to which all Court the several authorities say, yet that is if. November 2.8. a Trust Estate not to be so for sure. and

If a woman leaves her husband for Rent, and her survivor the husband is entitled to the land in lieu of the reversion if he did leave it in a manner shown. Court are I. O. D. to his Administration.
The end in manner occurring before
Contiud. is the only Chores in action,
which he must at his end to prosecute
running.

But in England at the
of Henry 8th prior to absolute to the Husband,
which the male Chores in action also go to his
Executors after his death.

Of the interest which the Wife acquired
in the Husband as property in marriage.
She can acquire nothing during Contiud.
but what will revert to her Husband.

She may however hold property to the
date of her marriage, but this is only
in operation of her.

On the death of the Husband,
the Dow makes provision for her end of her
Estate. If the Husband did not make the
entitled to one third of his personal property
after the payment of debts. If the Husband
have no issue she is entitled to one third.
These provisions depend on the Stat of Dis-
tributions, which is added in terms in
most of the States.

The Husband may devise away his
whole personal property of the sold.

For
for her right to depend upon his dying con

sideration of some of his property at least.

Paraphernalia

There are of two kinds

1st. The Wife, Bedding, and Clothing suitable
to her condition in life, and that is absolute
by her which can neither be taken for the
Debt of the Husband nor be bequeathed away
from her by him.

2nd. jewels and ornaments of any kind,
dedicated to her condition in life. This
kind is considered the property of the Husband
in some respects—they may be ranked under
his Debts, and be unity of sorts of those de-
clined Cumulative, but the Creditor cannot
use them on her death on that event it vested
her "Suo modo."

The Executor may take
them to pay Debts but not until all the
personal property is exhausted. This kind
of Paraphernalia forms no part of her
property under the State of Disposition.

The Wife has no more right to take them
than a stranger to the Wife a stranger to
them. They belong to the first occupant.
The Wife holds them in exclusion of every
Not intended. A husband (as Regale) and of the same
name a creditor to her husband in respect
of the Pothecarneal. I suppose the
husband mortgage to the creditor of
absolutely if not even and the Wifes right
is indeed defeant, but this is not the case
and the mortage of the property of which she
is entitled to as Pothecarneal of the Husband
Purse of funds

I suppose third to have estate
secured for the payment of debt. The Contra
tued in England as the usual and disappurts
of it. This back would be the fund
and be exhausted. If the wife foreclosed
be taken for this purpose. She will hold the
same right to work to those funds be revided to be
sold. As being or being in Chancery that the
creditor would have void and as a deficiency of fifty
so she is credited to the fund for the return
of the Pothecarneal thus taken from her.

The case is the same. She had Personal
property is
conveyed in trust for the payments of debt.
This fund be conveyed to the creditor of debtor.
She is a creditor against the husband and in this
case as in the family against the estate.

In England I especially creditor may record
interest the debt devised before the payment.

(')
of Debts. In the Case of the Creditor resort to the Person of the Surety and rebrand B, and the Wife Pacsbeaivalced is inted for the Pagues of Tempeh Contracts. She has the same rights to resort to the Sure and the Creditor in the first instance. She can resort to the Sure and take in the amount of the Pacsbeavalced if the Specialty creditor could have resorted to stand for the sum, she stands in the place of such creditor. In many of the States, Real property is a fund for the Payment of all the Debts. And so it is. But even in the Person of that is joint to be taken. Where a real may be owed it is in England the Law does here. only that it must be appropriated first in a real. None of the former fund failure in a real goes to the Creditor's health in his account or to the estate. Where a person is called Esquire. The first Estate call the Pacsbeavalced he takes the fund before both funds are exhausted. The laying place on the same footing only one fund is left.

If one fund is left the Pacsbeavalced is to be settled with the funds first as pointed by Law is exhausted. When both is the Case no question but they may be taken.

Thus far of the Personal Estate.
Of the Real Property.

Deemed to be the real estate of the husband and wife, in common, excepting to one-third of the husband's real estate, of which he died intestate. The caveat of the heir to the estate is on file. The caveat was served as from her. She claims her right to take the property as deed in which she was included by the county court of Cheshire county, which she was entitled to. By law, it is equal to the entire estate in the property.

The real estate is owned by her father if she had any right to inherit. The lease is not clear in which the wife was to be included, unless he was Lord of the said property. It is not necessary that the wife show good title to inherit the property, as a satisfactory title, the husband and wife.

The court held that the wife is entitled to power of such estate only as that in which the husband died intestate. The heirs of the estate are entitled to the wife's claim. However, it is necessary for the wife to join the husband in court.
Conveying Lands — The Count had ordered his wife to give the Wife of the Deed $200 in money. Conveyance in the nature of an assignment. A deed of assignment to make it a deathbed deed. Deeds — By the Count assigned to the assignee as on. The deed to the assignee as a deathbed deed. The assignee is entitled to have the deed assigned by the Deed $200 in money or a reasonable time, and the way coated here to do it. —

In Concl. the C.P. of Probate appoints that forever to assign these Writings. The deed to the assignee as a deathbed deed. By certain words bound to the assignee, having nothing to do with this assignment. This assignment is confirmed by the C.P. with a right of assignment to the C.P. —

It is said the Wife of one thing can't be inquired into for a new thousand, and done, for that it is an act. Isn't that? And after it is found, and consequently this is nothing of which the Cow can be accused.

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82. The Wife which is a Contract between Husband and Wife before marriage to have
Dwells.

Which is a Contract of the new
2d. It must be of Real Rights only and not Personal. 3d. It must be of
Invisible, land or for Life. 3d. It must
be created in such a manner as that the
Wife shall have entitled to the enjoyment of it
immediately after his Death. 4. It must
be a Contingent Limited of which the CP
and she are to judge. 5. It is for the
purpose of the husband in jointure and Claims
her Dowry. 6. The CP above one of the
and return. The wife not to be hindered of
the use made of the present. Contracted
The wife is "Dow" Joint. See she intended
into it. This results from the Case which
the Dow better of has interest in an Interest
name of this jointure nuture. Then it is
not influenced for people to be influenced and
of it must be made to the Wife, and
not to another person in trust for her.
1d., and lastly it must be declared in the
Instrument to the wife of Dow and on it
will not be the Dow's jointure if widow be entitled to both, thus such settlement
would be to undo all of the Contract nuture.
A jointure is sometimes settled on the Wife after Marriage. If it be done in pursuance of articles entered into before marriage it would be illegal; otherwise it may be such as to give the Wife possession of the property in such a manner that she could have both the jointure and her Dowry.

There was actually a method of endowing the Wife of a married partner with another dwelling, which property was absolutely her Wife's, but this mode is long since at law abolished, to be done by done the State now unknown.

If the Husband devises land to his Wife "as Dowry," requiring it to be "in lieu of Dowry," the Wife may take with it the land have both.

Part of the devise "and shall be for his said Estate to last during Wife's life but does not say "in lieu of Dowry." Can the said both if Judge Rice knows not how it would be construed but the thinks on principle he ought to have both, except the Husband made the Devise with the understanding that the Devise was necessary to entitle her to said land.

However the to hold on land has been to disregard the Wife and shot off her Dwelling as if no Devise had been made.
If the Debtor were of a certain parcel or 50 acres be, the amount there be settled to both and if the wife, if she thinks just to be given, the Wife in such case or cases only, two or three

Whether the Husband Convey his lands absolutely or in mortgage, only the Wife, Deed to not cancel and say Case until he paid in the Deed of Conveyance to hold in the Mortgage, or she may recover by buying the Mortgage money, if the Wife, must only to pay 3D. — Then as the number of the 5D. only the third. But if the third neglects to redeem, the whole sum in which case the Case retained and the Case unless the 50 years or 50 years and third of the sum. She has already. When she does this is bound to pay, then that amount 50 years to cause the rest of the land, which the Wife, has been is equivalent to the interest.

Such is the English Law and probably days of it. The land of the States General. And the law unto that, whoever has a life estate, be estate greater or otherwise may to his choice of a lady, life must pay and which part of the sum can only the amount of the Mortgage.
If the husband mortgaged the wife
jointured with her Convey the way aban-
don sued jointured and returned to her. Binding
of the return her jointured the way rec end
and, and sold it would the bound remaining
her for the whole land. And on her death
her & she may hold she own her the money he
subscribe to vento the fund paid by the mortgage
allogation for the bound of the husband to
reinstate her rights as they were before the
mortgage was issued

There is one case of the English law
justified against the words of the
Chancellor, should to woot. No, the words 1682 90
is too well established to be got out of the 1680
the simple court to end of an Equity of
redemption. If the bond is around 1682 and 1687
to follow that the wife of the mortgaged
might be without the certainty equal. Then
there is land not subject to power. This
has been much disputed.

Sir Joseph Chitty determined that
the wife might be end of an Equity of
redemption, but the power was not
provided. Corned 1682, and it is now otherwise
settled, to the extent of all lawyers and judges.
This is acknowledged to bound 1682, a much advanced

To a strictly decided that has described the Wife of Drooz in as Equity of Redemption.

Notwithstanding that the Husband may have Content in a Equity of Redemption.

Now says Judge Reed, when he applies that the English Judges are dissatisfied with the decision No. May it be found by them, and such. Case of things that when the question is examined he should be justifi'd as so far as from them and adhering to principles. I think therefore that we and old would, and that the Wife may be innocent of the claim, and Equity of Redemption. Because it is concluded by the decision. Therefore, for principle, it would require that I should as declared in this County, except that is in Court. Deciding the Wife may be innocent of the Equity of Redemption.

The Wife was once said to be compact, a Mortgage, interest; but the real when loaded 100. Mortgage, and supposed to transfer the legal title to the Mortgage.

The Husband's right to Property according to the Covenants, and also his right to damages for injuries done to the Person of the Wife during Covenants.

To Read.
To Read: Property he acquiresthe same right and no other; that the world had acquired if she
had left it before marriage.

If a Legacy be given to the Wife, without
any trust deeds, that the Debtor gave it to
her separate use, or if the wording was found
under the Stat. of Distributions; or Personal
property, he gave to her and any other way as
both noted, etc., or those belonging to her
business absolutely and not as Administration,
they would per her Chosen, uncertainty on
her Death, and if his heirs they go to his Ch.

Third rules however are questioned, and it
stood by some that they go like any other non-
registered Chosen, in action, if it was 
recorded prior to the Death of the Co-heir, 
and by some it is agreed on all hands, that the
husband is entitled to use his own name to recover
due Chosen as annex to the Wife's own Character,
both it is admitted that he comes from due
alone for such Chosen in action belonging to the 
Wife before marriage.

Yet the cases in support of the
Opinions that there Chosen will be divided to the
Wife on the death of the Husband without
Collection on his part. Also,

Just as Reid, 2d mill. 2d hand, etc. decided.
and a low church authority, but it was evidently a misapprehension in the Chancellor, and the cases he cites will not afford proof.

For the other opinions which judge these cases

The first is evidently to be the true one. The second, where the cases are cited, is—If the wife

Besides, the husband had a concubine. The third, and the other cases in action against the

Then the husband was in possession of the property at the death of the first wife.

Note that in a question about the subject of the death of the husband, the judge cited the

Page 142

The next is also another reason in support of this doctrine, which is that the husband may recover his own goods in action, in his own name and in the name of his wife, and that he may pay the wife for services rendered by her. It is

The same is the same if it could be proved to good. The reason is, that the husband is in the same

The next is, that if the husband is in the hands of the wife.

The next reason is, that the judge cited the cases in action against the husband.
tending only to mislead. I mean that the husband and wife are one. Therefore the first is alone. But it's judge shall if both forms but one person and to one of whom thou art as against that the wife's existence is suspended and be during coverture, but if that be the case, a promise made to the alone, could not be sued in court by the husband because the promise was in the eye of the law made to nobody. There are numerous exceptions, tending to mislead.

Now will be considered the right which the husband has to damages accruing from injuries done to the wife both before and after marriage, as by beating, thus persons standing the reputation of the.

The husband in this case must join his wife with him in the action whether the injury was done before or after marriage. He has damages accruing to her from injuries done after marriage. The husband is entitled to, and if the husband then during coverture, the death of the husband. They will be survived. If the injury is done during coverture, the wife is the husband. And then the death.

As to the manner of a wife who does not survive the husband. That is a thing of which it does not survive the husband. That is a thing of which...
This Day I am agreed to answer to you, 

The Wife is entitled to damages money, because for injuries of this kind is done to her person, and also for old letters to the Husband, in her own name, for the damages he has sustained in the cost of his Wives Company and Services. 

(Acts 154) called the action of Trespass. "For good cause, bev- 

ries 140, found a receipt, ordered the petition and pub- 

E. 201, 244, 

(Acts 538) 

be may have heard and is undeniable in this. 

Fig. 91. 

+Fig. 91. 

Acted. 

The Husband is also entitled to all the property, which his Wife obtains by means of her labour or gifts, as any gift or gift which the acquire proceeds. Therefore for that the interest in the labour and property of his Wife, and of any body else who takes her away, from him that has an interest in such foo- 

tod to recover damages for the injury he has sustained. 

But as on the other hand the Wife has 

eight to the services of the Husband, and cost 

understand one action for the loss of them. 

Ned wil he considered the Injury.
and remedy in Cases of Crime Committed
as mad, wife.

The action to be brought in such
cases is trespass to annoy the wife
committed because the wife is considered so bad
as to spoil her own. Yet in truth it is an
action on the case for damages for the
ruin or the wife, and the reason for damages are
the alienation of the wife's affections. -

2. The indulgent, to whom are the husband,
3. The tendency to improve on kind of party.

Formerly it was held that there must be a
recovery at law events to it. It has lately been
decided that if the husband is going with the
wife, or gives her a joint to do nothing can be
recovered.

If the husband and wife agree to 
love separable and actives of agreement are 
expressed and agreed to. The husband cannot
maintain no action for adultery committed
after the separation, for he has restored all
rights to his person. - There Queens emancipation
defends dressing. Thus, one case to lose the dam-
ages, such as the wife's former, is known and de-
be recovered. Character takes in this case in order to
entitle him to damages. The husband must prove
the marriage as restored. The court if necessary as in all other
Cases, is it.
It is uncertain whether a man can consent to a Rapprochement with his wife, when living separately, under advice of a lawyer. Judge Biscoe thinks he can, but Mr. Gould thinks he cannot.

of his power over her Person.

And it is no little rule as to what this Power is, at the present day. Surely he had the same Power over her that he exercised over his servants.

But during the reigns of Charles II. & W., began to be considered as too much of Unsafe treatment, and lead to a more tender and respectful manner. The lower Class of People in England now claimed the rights of Children under Wives. — this was followed by the Carol among any Class of Citizens in the W.O.A.

And it is settled that if the Wife's debts were with

out Cause or the Husband were not in her and being her home. And it is said that the wife impeached her to prevent her going away with or her friends, and also to prevent her from destroying her property, as if she is insane.

If she is the husband have not treated his wife, the Court does not take her from her friends, to whom she has fled for protection.

The Husband's liability to pay the Debts of the Wife.

By Marriage.
By Marriage, the Husband is liable for the
Debt of the Wife provided that they are Collate 3D. 8th. 300
and during Coverture, and his whether he receives 3D. 301.
any thing by the Wife or not, if the Wife 3d. Nov. 1805
does without any Choice before the Debt is Colle. Vol. 64. 173.
to the Credit or is outside this right. But
of the Husband over the Wife's state remains
liable to the share as property.

The Debt of the Cowed Wife is not Considered
as transferred to the Husband by marrying her,
where such the Case the Husband would contend it was
6th. after her Death, and it would not go any
more to join the Wife in the Suit. Neither is
her capability to pay the prayers of his liabilities.

For then she would remain discharged, cocked
after her death, should she do not. The
reason is very just, because she cannot
be imprisoned, without her land, as her Estate
belongs to the domains of her Husband, she
leaving nothing to pay with much gone to

If the Cow was taken without the Husband
Eg. where The Sheriff is looking for costs and
then the Wife fair was or was not, and he
and for the Husband this is allowed to, but
and if the Husband has got off entirely
the Wife must be released. Where they are both
on the way considered and the Husband is bound.

[Handwritten text with illegible dates and numbers]
The case is with a woman and a man, and in this case, God said, "I will make you male and female: and I will multiply your number, and fill the earth with you," Gen. 1:27. The man and woman are to be husband and wife. But the case is not to be imprisonment.

The God, you helped this is what the Wife is not to be imprisoned without her Husband's consent, and as a bond when they are looking for the Husband. They may take the Wife and the bond can find her. When the Husband breaks the bond, they may take and wish the Wife needed they may look for kind. But if they can't find kind, they must let her go.

When a woman marries a man and after judgment, the may be taken alone. But when the Husband, 1st Cor. 12:3, is there is a Case which appears to be contrary, that the Husband is not liable to after the bond is for the Debtor of the Wife. That is when the wife can bind and a judgment is entered. A rule, but the Wife is in 1st Cor. 12:3, before execution the Husband may not have the bond, but this is no exception to the rule. Because the facts in this case by the judgment the Debt has been paid by the Husband, and is paid.

The Husband's liability for his wife's debts committed before marriage.
A man marries a Woman who has committed a trespass. He becomes liable for the damages of Collectors amounting to £200. (7) Lord. 12. E. Lord. 12. But if the trespass is such that damages are recoverable. It may be a question whether he is liable as Administrator. 12. Luna 312. The son, if not, without more. If there is no Administrator for it is a personal tort, and it is with the person who committed it. "Action personally

Her Wongs. or Torts committed after marriage. — If she commits a wrong after marriage by her order or direction. The husband. It is caused to having done it upon the ground of presumed concourses. of the Tort, the husband will not have surviving a child for the Tort. Only is liable in his own right. This is a solitary instance. (i.e., a husband drowned her wife. If occasion existing a Tort. For if a Master commanded his Servant to commit a Tort, they are both liable, and it is not, County of Essex, 12 P. that occasion is no excuse. If the woman commanded by the wife, to ask the husband preserved, but against his will she is liable.
and she must be fined with the loss incurred during Coverture. But after Coverture, the alms is asked, quietly after a Debtor and by the before married.

The Wife's Offences against Society.

Where the punishment for the offence is nothing more than death. the Husband is in such case liable as if it had been a Debt of hers. The Property is in fact civil.

Part of the Offence is subject to indirecmt ownership or Confined Punishment. She alone is liable to be prosecuted & punished without the Husband.

If the Wife be fined for a Debt, her self or any other offence where she is punished in all the discretion of the Ct. The Husband will not be compelled to pay that fine.

The discretion is without penalty and
For a Penalty is when a fine is in

110, 698, 1708 granted by Law, it is fined at the discretion of the Court, it is the Fund Case he is liable in this last Case he is not, and the may be Confined in Prison alone for the fine.

A Person Presents that the Husband is

able to perform their duties which were
incumbent on the Widows own marriage. Thus an A W. is bound to maintain her Children, if the head is dead, so is the aforesaid married husband is still bound to maintain them. But if the Children are Deaf, and maintained by the Widow, he is not obliged to maintain them. For here the Widow was under no obligation to maintain them, being unable. If the Children had property of their own, but the widow maintained them spontaneously out of her own pocket, she is not compelled to maintain them.

There is an exception to this rule of maintaining which is expressed between xap. 292 parents and Children. "No that sons in Law are not obliged to maintain their Parents in Law. Nor the Bride is obliged to maintain them. Being their Children."

I suppose the ground of the exception to be the preservation of domestic tranquility. 15th Dig. 19th, by, for the Husband bound yet owed and thred. This is her teeth!! I discover as such reason.

A Case in Foot Notes 118, is stated a Husband was obliged to maintain his Wife, Child by a former marriage. The Case determined he was not on the Authority of strong persuasion, that he was not bound to maintain.
maintain his Wife, Parents or Children. If there be no doubt in the application of this Case to the one in P. Ref. I think it cannot be an authority for this Case if the Child has properly the duties of the Case is good, both if it has not been if able to maintain it, and not principal to the Child, I think the case in P. Ref. is not Good because it is a great rule that the Father must discharge the duties incumbent on the Wife before marriage. It was incumbent on the Wife at Common Law to maintain the Children but not to maintain her Parents. This liability was imposed on her by Statute. The common duty of the Wife was partly to go to the Husband by Marriage and of at least a single cohabitation. She is excused from this only imposed by marriage, only by reason of the policy before mentioned.

In the 15th Ed. 1143 this is a Case in which it was resolved that the Husband must maintain the Wife's Grand Child after her death. This is a Solidary Case. He was certainly on the principle of the law of Cohabitation, but this Case says he must provide for it after her death. It is therefore an exact Case to the rule.
If the wife commits murder, she is responsible as anybody else, but the law is set up to protect husbands. But when the offense is murder, the evidence must be strong.

If the offense be against property and be done by the husband, the husband is liable. But if the husband be proved guilty, the husband will be guilty.

There is one case, however, where the wife is punished. That is, under Coram Nisi, they both keep as brother and sister.

The wife can be an accessory after the fact where her husband was committed a felony, that the maintenance, service, and friendship to create the inculpation of guilt. But if the way was discovered before the fact.

This exception from being accessory after the fact extends to other cases. If the husband is not guilty for committing the act, after the fact, to get him away, and indeed, the husband may be an accessory after the fact for an offense committed by the wife. Indeed, the husband may be an accomplice from the wife. The husband had its influence in instituting this point.
There are several Contracts entered into by the Wife which bind the Husband. 1

It is an indisputable rule that the Wife may act as Attorney to the Husband, and if her power acts as an Attorney in binding the Husband, this is the first object of Cost.

The Second is when the Wife Contracts concerning those things which she has a right to dispose of, and to dispose of by sale. She acts as his substitute and his substitute in any kind of business to which he had power. Of this opinion she should be of it.

In the Third place, when a Wife acts in the usage of the Country, but to what extent is not clear. The Husband is bound by her, as when a Wife purchases at a Markman, behind herself or children. Those articles must be adapted to her station in life, not extravagant or sumptuous. But all these purchases which are meant to be such if I am Customer for Women to buy the Husband at, with care. If she has been in the habit of buying things in reasonable measure and quality, this is not contrary to the rule of this economic policy. He says for the Seller is justified in demanding the Consent of her Husband. It depends on some measure of this kind in life.
Youthly: The Husband is bound by any contract of his Wife, no matter of what kind. If such child be born of any bastardy of his and another, no matter whether his contract was prior or not, the wife will be bound by the contract, even if the good was more than the thing was worth. The judge can not be annull'd by the husband, but he can only direct the judge to reverse the act. All that is meant by the contract is a liability for taking the benefit of the purchase.

Thus far, another ground on which he is bound. It is that which he is unable to disavow, so as to prevent himself from contracting himself. The contract of the Wife will stand forth from necessity, as when the Husband is absent out of the world, or if he be drunken, or sick. Indeed, in such cases, the Wife must conduct the affairs of the family, and the Husband Concerns, and in such case, a contract for any thing that is necessary to the Husband Concerns, binds him.

Feithly: The Husband is bound for the rent during the such articles on his necessary expenses, for the support and defense. He is not to have the power to spend unless he is ready to do so. He must be ready to provide for his, and not for
The wife of a man or woman and the wife trust -
ing him or crediting him with good ground for doing (as above), he must pray for mourning. The Bishop inquires if:

But as a wife, and the husband is only bound to maintain his wife at home, and to give her a sufficient reason to quit. So that if the cause here be not ground, the is not obliged to maintain her, unless he refuses to receive her again. But when he thus receives her, she does not "see facts" re -

sumed and the previous right of the wife, for he may, partly, consider to let his will at his will.

If the eldest with an at all, she is not liable to maintain her, even if she offers to return and he refuses his application. But if he does receive her, the court has the right to bend him by her contracts for support.

This is one case on this subject in which I think is not laid. Which says: — That if the wife, eldest with an at all, and contracts for support of the eldest, the husband is not liable for such contracts. This is an anomalous case. The analogy contradicts it. For when a servant "cheats" without pardon, the master is not bound to be bound by such contracts.
Servants being turned away, the Master will be 
liable. By the case above is decided to this, 
and I think it cannot be supported. The 
objections against it are strong, and the prob 
ability is that it was a bad joke.

The fact of a widow alone widows not 
charge the husband if he continues to live with 
her wife. But if she be a kind or strongly of 
love, the Pelleau and Boyauquez, 120, 
which is a case on this subject of this kind, big 

A wife lived in a state of adultery, and 
instead of her clothing, she clothe and left her in 
her bound, after her escape to the continued 
into another and took another in trust. 

The question was whether he was bound with 
the old put it upon the point whether the Eff 
living of her manner of living, that his hus 
band had clothe the, which showing no differ 
ence between his gone off and his going off, 
Noble who paid here in either case. But the 
proper notice given he is liable.

I had before mentioned that if an adultery 
was clothe, she forfeits her Dower, but if she 
receives him again and her right to Dower it below.

It is common in England for husband 
and wife to separate upon mutual agreement. As the husband in early 
\(\text{By}\)
by her Contract for necessaries. I presuppose a mere separation without articles is not meant, as that will not be long allowed, but there are articles. It is a great question whether the Husband is liable. Where the is provided for by a separate maintenance the Husband is discharged, if the separation is a matter of necessity. See Marshall's 43. Botto, 7th Ed. Reports, here he is liable.

So I said that a Husband can when a Wife lives with him, and yet forced as you 25th June 263, licensed there from treating her, he can be forced every body, and when owing to the prohibition. The Courts provide, itself. Since this prohibition is void.

I will here mention a case which has been a matter of much dispute, is it is said in some authorities that where the Wife takes all necessities and sells them, the Husband is not liable for them. Just as Reckman thinks, as punished he ought to be punished. He would be a hard Case to be the cause of his losing the article to the Wife. If the Husband had

...
it would be so good. but the fact is he is liable upon this ground. The Wife was authorized when she signed this to make the contract. She was therefore liable. Then the contract was made, and as subsequent and equal, 118, proper conduct of the Wife ought to be allowed the same. as it is not the duty of the Seller to say if the Wife do or does not as the confined judgment in such by the Husband. If the Vendors knew the intention of the Wife then she as the Husband ought not to be bound.

The Wife can't bind her Husband and have authority and duty to do so, as to a contract which she is responsible to make. The Husband would be said the he would still be liable.

There is another question. Where the Wife borrows money to purchase necessary and actually make buy there. This is a case in which the Husband is not bound at least to pay the debt. the he is not guilty. If he is liable in one case ought to be liable the other.

There is one case where the Husband is not bound to provide necessary for his Wife, but where she is committed to.

Wife for a Friend
I shall now notice one Debt, and one to the Wife from the Husband before marriage, or payable after marriage payable after his death.

As to Debts which may or do become due during the coverture, or due before marriage from the Husband to the Wife should affect the same footing as they are due and called by the husband, i.e., they both belong to the husband; in the marriage contract they are called to professions, and become hers, i.e., they are as much owed to professions as the Can did at the time.

But a question is further as to Debts the evidence of which remains entangled after the death of the husband, exhibit.

... But the question must here arise, from an idea that the Note or Bond had not been paid to professions, but I conceive as such pressures upon the wife for the payment of the obligations. It is purely and evidence of payment.

But of the Debt was not to become due and after his death, it becomes a more interesting question. Equally has always...
considered such a Bond as a marriage settlement, and was in our judgment
in the Hands of the Father at Law. The suit of so much - The Wife is at last, now
at Law, looked up as a Creditor of the Estate, as much as any other period. The
objection was that this marriage was not
fully discharged the Bond because the Husband and Wife,

If it is laid down in the Report that in such cases, in
the Wife must go to Equity, as Law and Equity,
receive, but on his opinion it is found

If in the two Cases refused to in the next,
just the two Chief Justices, Ed. Holt and W. H. 
Hale. Ps. 110.

And, if the thought was that this bond was discharged
at Law by the marriage, but the refusing
Judge, W. H. Hale, did not differ from the
Norm. 480. 

And it was finding against the Husband. Ed. 
So that it stood remained a question, 210.

In the above Case Ed. Holt Combatted
the opinion. But in a Case in 5 T. R. 381 the
question was at length settled and it
was entirely at rest that such Bond could be found.

That Ed. Holt always looked upon an
obligation as a Debt of a husband
was void, that in reality it was not paid before in other Debt.
We see that a wife who chooses to be
A mother, loses her Doe, and her rights
to maintenance.

But a settlement made before mar-
riage, which is in the husband will be
handed upon him in Oth. The only fo-
ral. Such right to maintenance of the law
not expressly granted for her, and there must
be the father.

Of Coverture to the Wife by the
Husband.

A Coverture of Personae
properly to the wife, known to be nega-
batory, because by marriage he has a right to
the possession of the absolutely, and the
assail of the Contract or Conveyance, it is
not, absolutely in himself.

But a coverture to two of Personae
properly is good because she can hold them
in her own rights, as to freedom to dispose of
and two distinct persons, which coverture
would then not be good before marriage.

But the Convey by Doe to each
other after marriage, is ordinarily, becaus
days the marriage they were and perfect in the
eye of the Law, and I view Covery to
Father.
himself. But the reason is bad though the maxim is true for they are evidently Cap- able to Convoy two persons for many purposes for the Wife can take the Land by Conveyance from any other person. and such as it is said the party instead took the Land but no more.

But the fact is that they are both capable to receive, and that the reason why the Wife should not Convey to the Husband is just (being no earned under Convey) yet there is no reason why the Husband should not Convey with to the Wife. for the Law demands it to be done then the involved form of a third person and I see no reason in the evaul... the issue of Offspring a Conveyance to the Wife of Cons Law Darly two Died the Husband first Conveying to a third person who immediately Conveyed to the Wife. But was denied the title of Nee in England it is denied one Dead by Conveyance to a third person as the use of the Wife when the title immediately vests the legat in the two Deeds.

Some of those States have a Statue similar to this in England. But in those States, which have no such Statute the Conveyance must still be by those Deeds
Property either Real or Personal may be given to the Wife as the end, and I wish it to be left to her sole and separate use, but these words are not necessary to be used and it is implied in the conveyance that I wish to leave to her sole and separate use, will be sufficient.

I will observe further as to the Contract between Husband and Wife, that since the Husband purpoted his Wife to take a share in the proceeds of certain articles the share which he gives her is recognized in Ch. 357.

It remakable case in the 357th Ref. establishes the doctrine that the Husband may at his own pleasure convey personal property to the Wife. The Husband paid to the Wife and the Coward made from butter and eggs, on his farm, and by this means the accumulated $100. and lent to the Husband, on his death, it was ordered to be paid to her by his Executor.

The case of Ch. 357, however, will never occur, the performance of an executory contract.

On articles of agreement to live separately, good for this doctrine may be received in this Country. I do not know that it must at some time be a leading topic.
When they only agree to part by the sale of the goods, the goods belong to the person who sells them; and either may cancel the other.

And unless the articles of agreement between them, which are generally made through the intervention of Trustee, are executed as to end the right to recover the settlement made upon them, she could not recover immediately from the Trustee. When the Trustee conveys to two separately, he is bound to the extent of his agreements, but it extends to what ever of the residue right it may be. If he renounces his right to the person, then bring an action for an injury done to him, of forcible

crime. Co. v. B. If he renounced her property, the Court rule on contrary to his former

time by the trust to the first claim of this conveyance. Had ever extended and as further. If the only conveyance to end defeasible, the only renounced right to his person, and to any necessity which she may acquire by her personal service, but she does not renounce his right to her property generally.

In a case in the S. of M. D. third new articles of separation, and it was said that there must be dissolved before they could establish.

A settlement of property on the
wife in articles of separation is merely vol-
untary, and do not affect the interest of credit-
or of the husband, and they may take it.
But they cannot take settlements made
upon the wife before marriage, for mar-
riage is a valuable consideration, and
when made afterwards, it is like any other
voluntary conveyance.

If the husband con-
tracts to let the wife's land, any expenses re-
curring to her during continuance, the land
renders to the exclusion of his right.

So if he contracts to renounce the redi-
owned of his own free property, the new con-
veyance. Such a conveyance is void without joining
the wife. And this is indeed
upon substantial reason, for no reason can
be given why the husband should join after
he has no interest in the thing sold.

3. 2d. 14. 14 A series of decisions confirmed the doctrine
Publ. 12. 12. A above in the 8th edition. Since it was held
D. 42g. that the articles should be void both for
Par. 432. until both agree to rescind the contract
D. 427. 542. and she may be sued to pay the main
Kent. 380. tenant a term he has contracted to allow her.

3d. 253. Again in a modern case it was held
2d. 317. that a purchase made in consideration
2d. 503. of a particular is binding.
This case was a matter of enquiry. What
such Contracts. Should be enforced through
or an Act on that subject. There are disjoint
longage or both sides of the question. It has
a tendency to promote self-control. And
inclined to think that the doctrine ought to
be enforced in this country for the many
objections may be found against that prac-
ticed. Yet the doctrine finds no inno-
and wife, against the extravagances and
peculity of the husband more than counteracted
the evils resulting from it.

In the 2 Black 384 "Bullo" gives us
his opinion on this subject. The doctrine
that if it be found that the wife may be sued
alone after the articles (and it would seem the
may) the wife may be considered in a de
redress (and there being again, as is said
sole. Where the articles is that of
the husband to marry his wife discharged
from his liability, to pay that settlement
very little. That of the husband, a money of
the father, to receive the actual, may be to be

Of Contracts by which the wife may bind
herself.

It is agreed that no one that the may bind
herself by such contracts. Hence, Sept. 16
Mansfield went out of Court, his decisions have been contradicted. But the decisions of Lord Mansfield I think introduced no new rule or law as Kenny尹 says, but only applied to new cases. But Lord Mansfield's decisions were not contradicted by anything judicial or judicial and not decisions. The idea of their being overturned would have the mistake of attributing wrong grounds to Lord decisions. It is the "司法 权威". It seems also that when co-judicial of this was done if the Ct and Eq and immediately divided.

It is a general rule indeed, that a wife cannot bind herself, and the ground upon which the cause is not true. The right of the husband, to the person of the wife, subject be void, and if the husband bind himself to go into prison. It may be said, that any contract that is invalid which may be void, the Wife is not bound. The Wif and power to bind the husband and act in the person of the husband, and therefore do not have any account. It will not be too bound by such Contracts. If she should we cannot.

There are grounds. I contend the wrong made herself liable, and if the contract is void, she is not void in the possession of her husband. She is bound. We have said only to bring the case.
Cases are to be found in the Books where the Wife was bound for the Contracts during Confinement. As the Wine, 1633, and with the Day. The Title is... in not for. See, 1738, (want of discretion, but because she is under the Power, Concluded). Thus if the Husband be lawfully bound what the Reason the Wife may be bound by the Contracts. This has always been admitted to be done and I think demonstrably that was urged in itself is no disability. I know that it is said by some teachers that the Wife is "created weak," but I think we deny this reasoning, for if she was considered dead and the Wife might never again, yet it is suggested that in this Case the Case was once a practice that a man who had escaped to a Church and abjured the realm might go off. So where the Wife is the Wife of law, then owning in both Case, the Wife might find herself by two Contracts, this last is an instance of the Power of the Crown, in whose Cause the Wife (by permission) without more to our Conclu...
We are come to the cases which have been
generally at the bar of the
Court, and in that the
guiding mind under 1. Separate maintenance
may be decided on. I refer to the case of
Patmore in 1 East. On this question there is
a great diversity of opinion, and many con-
vincing that the courts would have to adduced
animal evidence among the least of lawyers.

It is said to be a question in subsequent
decisions. But opinions on both sides as to
the case of "Hals v. Levy."

But I say "Hals v. Levy."
if we examined
the case in 1 East, I think we
were forced to the conclusion that it was not a
recoverable case, but the nature was consistent
with the rule that for the Husband
regardless whether or not it was
inflicted at all
as the Rueda test did not apply. Hence the Court
did not award the husband Conviction.

As a new case to consider what its principles are

Some lawyers have contended that this
accused in 1 East was not the ground of the
wife's leaving a separation maintenance but
in the case was rightly said to the
a wrong ground. But, under the articles of
separation, constitute the true ground of the
Conviction for such case the Husband

[Further text not legible due to wear and tear]
was renounced all right to her property.

Had there been no articles of separation without any deliberate maintenance, the woman would have been the same and this is proved by the case itself; for if the defendant
maintenance had been the ground of the dispute she would have been liable to no more than the amount of the separate maintenance and the case had been limited to the amount of
her separate and over the separate maintenance.

I consider it yet a question of enquiry whether the above doctrine or Court, in which it was not be unpunished by the said to ex-
riuce whether and now for "previous said Sub.
sequent Cases" to that of "Baron Portal" are in
consistent with the said Court.

The facts are stated to the "case in the case of Portal," in the case of "Case of R. & R. 1671 and Bradley." A married woman was sued.
She pleaded "D-runner." She stated an elopement from her husband that she had signed and appealed to that she Articles were furnished her with new amounts. She replied in an 1123, 1187, 172, how was her old and the said by "Courtland" for
vain. The elopement from the said "husband" was not a destination of her unbridled sight. She may reclaim her when she pleased. She
8 Viner Reports 546. There is 6 great Cases on which much anxiety is placed, and which they do overthrow the Cases of felony. That I contend that this Case does not overthrow that Case, but that the
65. &c. it is not a Case with Case or rather, one Case not another, and there too divided by some of the greatest
66. Danger in England. I only wish to prove that the question is not yet settled; that it is settled, or if I contend it ought to be,
67. But to judge whether this Case is not altogether to stand or which I say. If indeed there
68. were divided on the Broadway of Separate
69. maintenance this is opposed to others, but if we believed on the Articles of Separation
70. this Case may stand with the same the Case was
71. the Husband and Wife Separated, and
72. the Husband Covenanted to allow her a Daily
73. maintenance. Still she lived separate from him, but either had a right to put an
74. end to this Covenant of Separation when the two
75. there was here no Covenant which was ratified, also the want of rights and the effect of the
76. Settlement was to free him from his duty for
77. her Conduct. Nevertheless after retention
78. to concide we in this Country are at liberty to
dwell on the question, as is desired.
And now consider the great exceptions
to the general rule that a Wife can bind herself.

The exceptions is that the may join with
the Husband in the conveyance of her Real
Property. Only one person need be added to
such a conveyance. Thus, where a Wife has

In England the Wife can only Convey
by Joinder and Recovery but she cannot bind
herself by joining her Husband in a Deed.

But this is different from the law as it now is, to such extent as
Conveyances, and a Wife may Convey by join-
ing her Husband in a Deed.

The Stat. of Hen. 8th has enlarged on
the Conveyance, by following the Husband's
conveyance, and then to join it making a Deed for three
lives or 21 years.

But a question is whether
when a Son Join vice joins her Husband, is
so validly and sufficiently in a Deed will bind. It is
the Wife. It was said that she is bound as the
Warranty, as the other side is bound to the
Conveyance, by the Wife.

Another question is whether, Articles of
Agreement to Convey will bind the Wife?

In the 2 Vernon, SS. It was said that the
Widow, Mrs. 2d Mrs. is bound to Convey according to the Articles,
So also and the Conveyance
Errors.
But if the Husband does not join her in the conveyance, the conveyance is void.

If he does not join her in it, and it is

Nov. 3, 1750, be a good conveyance, and wild land.

Whether for if it were an absolute conveyance it would

2 Bom. 203. Observe here of the conveyance to the third Cases

of Land as otherwise is presumed, but the only

question is of his joint rights, or effect.

Why is it that they are joined as the Conveyance of the Wife, but as if the husband

is, probably, make a friend in our city.

The Husband does not join to convey the

Yes, because he does not own it, to all to Con-
y

vey the husband, and his right to the husband.

The joint to convey this land, because it is

the Land.

Indeed these Cases that husband

cannot be more, because his interest is af-
fected, but which is right of his conveyed

question, is a great loss, asotherwise stronger than that of our friends.

When the Husband

presumes his right, she can do as she pleases.

But if the Husband is not, it is not the

ground of the Wife's validity, why rise we not find in this

acts frequent subject to the Wife's marriage, to

have effect after the husband's death is dis-

barred? The reason says fifty years is a

must be fifteen years of Land, and a husband can-

be more to Command it future. — Benson
Another objection is, if at Court she be not yet in a present estate, it may be said that her attainted estate is not a præterium and might not be conveyed by her. The reason is, that by the law of the land, the husband ceased to exist as an estate at the time of the marriage. Thus, the conveyance is subsequent to the marriage, and therefore invalid.

Several States in the Union have abolished the notion of a husband's estate being a præterium, and therefore the law of the land, and a question arises. Where the marriage estate removes, can the conveyance be valid? If the husband died without the wife, could the wife convey the estate to another? If so, it would be valid. If not, it would be invalid. Therefore, if no præterium existed, the marriage estate removed, and the argument is invalid. But if the case comes, for the husband's estate is not the conveying, as to the conveyance of real property.
There is another point on this subject.

Says a Husband should defect from the Wife receiving a 70 and 20, doth this not induce 70 to defect. This is the defect given to Courts. The Wife needs to stand as 70. Where this question was first put. And I thought many Cases might be found on the Subject. Dayt 1946. But after going through the matter I find nothing but the General Principle 'that the Estate coming to my dower, was in the Wife.'

But this the question remains, would a defect serve it. If the maker an actual purchase in the commonwealth, it would be an Estate, as the Case here would be a good reason why the Husband should be allowed to defend from a purchase made as an Estate, for his married wife may be affected in Case of Case - So be it not. This is also sufficient. Since it is beyond all - Beyond what became the non-dispersion of a Contract and the non-dispersion of a Contract. It is consistent with the principles before laid that he should have liberty to defend for in Case of a Courts he may continue to defend. Because the Wife cannot affect the rights of the husband in any one Contract.

If the Wife executing a power of att

[Partial text is unclear]
There is no question but the way in which it is
unanimously endorsed at the Court, and in
Which it is a mere naked authority, the way
so it is. That there has been a question whether
the cause is entered a power over land, rested
in the to be executed on a Contingency, where
there is something more than a naked authority.

Where a Writ is a mere Trespass, the way
exercised a Writ in performance of the trust
whether the way in other cases is not.

It has been said that if land be given to
her to dispose of to whom she pleases, she
may as well dispose of her life and so our
land - but this is false. The Writ in Contemplation
of nothing but that the land is sold by naked
authority, that is given before or after marriage,
those without the
consent of her Husband.

But it has been a question whether
she can execute a trust to convey land on
a Contingency. - 
'Accordingly the annulment
of, the on the day of the death or
in Contemplation of the Conveyance, then
when the Contingent happens, even though she
should be married in the interval between the
Conveyance and the happening of the Contingency,
the Husband Monday can give no power to her to.
and this, that would if she publish this Monday.
One of the Consent of the Husband was ne-
ecessary, a Ct of Clty, Court Comitee tend to join in the
Conveyance as he has never made any Contract
nor has he any Interest in the Land.

I say as many as I am informed, that a
Wife Trustee may convey without the Consent
of her Husband, No injury can possibly accrue
to the Husband, as we know, that in questions
where no act is under vested authority where
an interest is vested, - But they say, before she
becomes a vested Trustee, she has an interest
either the performance of the condition.

But what difference does it make that the Husband has
an interest while she becomes in effect a vested
Trustee?

Of the Conveyances of her Real
Property by the Husband.

I shall now consider what will
be the situation of a Conveyance by the Husband
of the Wife's Real Property. - The Husband,
Cannot Convey his Wife's Estate in her by the Con-
veyance if not absolutely void. It will tend
his own interest, because "omne majus
continebatur in se minus." the more abased
the more is it made, the more in England The, not in this Country
she who abased her mind in the Conveyance, is received to mind by Some.
Wife and Husband is conveyed to Husband and Wife a mine of benefit. But this death the law disallows and voids the contract. But if the wife does convey it is nothing.

So if a deed is made to Husband and Wife and the Husband revokes and dies the Wife may dissolve it. She can recover the money committed by him. If the Wife joins with the Husband in this conveyance she is bound. But in England she cannot be by any conveyance. But such some of death after the Husband dies will break the conveyance. The doctrine holds that a conveyance with a life is void, which are found in the Books so often mentioned. For such conveyances are not valid, as she has the power of revoking the conveyance. But there is no such conveyance unless upon and the conveyance will be void by the acceptance of the husband.

But if she joins in a lease held Wife's land. and she revokes the conveyance after his death. if there is any real land above 6 belong to the Wife and not to the Husband. However, this appears inconsistent. But if the Husband had left it to her, she.
representations would be entitled to the Port.

It must be said on the ground of being a party to the lease, and this when the title
existed joint tenancy. This is &c.

Portentous as it seems to the States have abol-
ished joint tenancy, altogether, and in that
the Wife would not be entitled to the rent but
the Husband &c.

If the Wife, agree to a

Conveyance made to Husband and Wife, &c.

Pledge of Conveyance the maker himself covert for
and the incumbrances and rents &c as above.

If the Wife takes a Share when she sees
manes and the Husband neglects to pay
the rent and out of all the the lessee.

This is a principle under

which occurs as above else in the English Law.

Debts &c the Debt for Rent is transformed to the Husband.

After his death the Bl. of the Husband
is liable and the Wife in her own and her re-

deemed herself from the necessity of paying
the Debt and the estate had been allotted even
at her Consent to change her Debts. This
is a principle in force in the Law.

This is undoubtedly justified by P. B. and
I am not modifies the singular of the prin-
ciples.
That power over her qualified Party.

Where there be a Consent of the Wild to take effect, after the Covenant is determined, the Lady releases the Contract. As she released the Contract to ye as a married Woman. If 1000 of the death of the Husband, she cannot release this for she has no interest in the Controversey. The wild is not dispute. To show the Wife knows an interest. Tho the Husband has a right to the property of that land to create release as alleged. The Lady declared by timebound 100 of 100.

If an Estate is proved to a woman whose condition is the Husband neglect to perform the condition, her Estate is lost, it is lost and lost. It makes no difference whether the Estate is given before or after marriage.

But where the condition is not agreeable by the parties, but is a condition, the Law. This subject will not preclude the right as an Estate upon condition (an opinion) that the Tenant should serve as proper an Office to —

Now will this alienation in fee of his Wife, create amount to a forfeiture, the tabled a great error therefor one is entitled to in generally a forfeiture.

In what Cases, the much suit with his Wife, and what not so.
The case is not exactly tally but one. If the husband means to recover anything that will accrue to the wife, he must join her. Wherever she is the executrix of the estate, she may join her so as to pass the剩余决定 for two reasons or the entailments of the estate. Both effects her her joining the action. So in the one case as to the other, she is entitled. If she dods before the will is collected, it will accrue to the wife. But if she preends on her estate warrs the executrix of the estate, she may not join her own wife, but her neighbor. Wherever the action will survive to the wife, as an action for her charge, he must join in the suit. And where the cause would survive against the wife, he must be joined as deft in the suit.

Where the husband must join his wife and where he may or may not by election, and also where they must be sued jointly. The general rule is wherever the cause of action will accrue to the wife, he must be joined in the action. So if husband and wife is ejected from lands belonging to the wife.
Wife, both must join in the action to recover, because it will survive to her on his death.

Any demand made to the Wife before marriage must be sued upon in her name of both, and Bell on Note, after any injury done to her property before records, as if she was her Lady. Bring to her personal property. Writ on or repugnance, as all other Cases. Miles 864.

Wife must join in the action because she has all property. Demand in Bell, &c. And no injury done in Bell, 1199 to her person, or repugnance upon Cost. District 1864. Will survive to her, and have full, as must 1375, 1405 join. The court had laid down 120 cases. Miles 800 as anything, and inadmissible. So that the, see Cost, 501 hand in Stiff Cases. Cannot sue alone, as. Do 588.

Some inaccurate Writs, 500. Thousand, and cases 1864. Judge good and well the action that, and disad

Where the Wife joined or proceeded with malicious or causes of action, although the action be this exclusively yet she may join the Wife on her alone as 37, 120, 109 of a Will of power to the Wife, during Contumely. She may sue alone, but the writ must be served, with the Writ, 146, 149. To join her as. 10, 120, 109, 109, 120, 109, 120, 109.

The premise of it advanced is that the Husband can never sue alone. When she action will survive to the Wife. When, properly.
The case in 2 Lev. 107 is a case cited to prove that the husband may sue alone in any case, and to allow it in another case. But all the cases are where the debt arose during the coverture. In 2 of these it alone days the day joined the wife which enforces that he may sue alone.

The case in 2 Lev. 107 is a case cited to prove that where the wife before marriage was 107, and converted after, the husband may sue alone, because the conversion was not to the property of the husband.

In 117 Lev. 309 is a case cited to prove that the husband may sue alone for debt due to the wife before marriage. But this man was a case of an legacy given to her during coverture.

In 213 Lev. 317 is a case cited but it never works unless there was a direct allegation to the husband.

The case of Gregson 316 is added in 41. It was cited in 43 of the forementioned.
This is to prove that he did survive his wife, and that he must join suit in such case to recover choses in action, and not to recover choses in case of suit. The issue is, that the Chancellor Lord, wrongfully taking the wife, sought to recover the estate in suit. The issue is, that the husband may sued alone on this case. This is true, but the case not if it would survive to the wife. As to the cause, which accrued after marriage, the case in suit that it is proper to set aside, and that the husband sued his wife whether to join the wife or not in the suit. Why is it that Sir George Covert cannot sue alone to recover his choses? All agreed the cause not, but that the suit is proper to set aside, and that the husband sued his wife. Some say that the suit not proper to set aside, but this is meant not that whereas the cause not, if the suit over the remainder of the estate was void, and that she has no right to receive. For if she had not, the judgment would be void. This suit over her would not affect the husband.

I agree that she might not be sued for recovery. But if she be sued, she is entitled to the money, or the goods. But if the husband
...anywhere from the Debt would belong to her and to it would have the
Husband joined in the suit and before
Collectors. If the Wife had no legal residu
the executed case, if a Husband being
agreed, Wife could not be supported. Bead of
the and one the Husband Could not be
alone. Some day the Conturier is so dis-
glaufication. This is the Principle I wish
to Combat. It is wort to Conturier and not
be pleased in abatement, but might be
taken advantage of at any time. They
day also that the extension is not bounded
by the Overture, but the Conturier of that is
showed in a multiplication of Cases.

The true reason of that it would be un-
just to any the Defendant with a claim by
a person unable to respond as can she the
defective, for she has no interest of her own,
and the Court is incapable of it and thus fair
and so this would be an infringement of
her unattached rights. The Husband must
also be liable when she is to cause its order
to get the Wife that the Husband must
be taken also. Her agency is taken for the
Debt not her for the Husband, and the laws
and include one could not he taken upon

Expection a Judge given to the Wife, alone
for the rest of a balance who died 327
When the or the minister or cause of the action and an express personal to warrant a suit and may be joined in the suit and the acts for the cause means in those cases, when the

lead implies a promise.

To which an inquiry is done to the place of the deed of the estate and all the words are

found; he is not obliged to join any the owner of the choice.

But if the deed lots in the

may by digging he must join he.

If the wife had not the lands before

marriage, but the marriage, the lands belong
to the husband in lieu of the usufruct, and

then the wife may sue as a tenant for

right, and may join as Wife if he chooses. To which

they both leave her estate (with or with) she is

not bound to the marry join her in a suit

for the debt.

There is one case when she was

she alone to answer a debt and before it had

married. Viz. a case in Court James, 208, in other

Sedberi; fairly that the husband

may sue alone for the rent accruing

before Court and the. He would serve to the

Wife. But we must observe that he does

the compensation of a debt of Henry 8 which

gives him such rent.

When the


When the Personal Estate of the Wife is

(12th Section, 4238) the Cause of Action Generally (excepting after

Adoption) is the same, join her in the Action,

The consequence of the Husband joining

the Wife when he is not obliged to, is to put

her the Judgment in Sequestration, etc. and

the fees after Judgment and before Execution

or Collection. It is said that she can have in

the "real account," of joint tenancy, if so

then when there is no right of Survival, as in

some of the States, a Husband acquires nothing

she would have this Judgment absolutely, or as

trusted for the Husband, etc. 2.

When the real account is revived

I think that the Wife would take on

that ground, and that where it is abolished

I think there is still another ground on which

she may claim it by right, that the Husband

should have etc. 2. Can conceive

as no third person should in case the Husband

to joint his Wife, but that he writes the

Should have the benefit of the first in Case

of his debts, before Judgment, Collected, then

it may be considered as a voluntary gift and

the Wife would not be compelled to account

to the Husband. This voluntary gift however would

be void only against the third and not against

the creditors of the Husband.
There are cases where the husband can join the wife. This is the mentioned case of absurd & he must not alone report the 1793, 340. Co. 12, 301. 19th, 208. 1793, 340. Co. 12, 301. 19th, 208.

If injury be done, according to law, as for the murder of the wife. If no good, desertion, или 1801, as for desertion, the wife, when the action is absolutely her.

But it is said that there is no case where the husband has joined the wife, upon any instant I promise, as for her services or as a court to be sure and for an instant, there being without the husband only. It then says, Judge Powell, to the other. One case says he cannot, but the law as pounds for the decided.

In the case in 2 Hals. 272, there was a difference of opinions among the judges. And what is in what has been said? The husband can join the husband in an action of injured claimant against the wife, and so on. And the converse? I think the case proves that a case is not a case. What was done in these case? The general idea is that if the injury is done to the wife, the wife must be joined, but if done to the husband, the husband may be joined alone, or joined the wife as the chooser.

Can any thing that belongs absolutely to the husband, be joined with the wife? It seems to the Judge Powell, or to those who think so, opinions enough.
for the Husband is dead at all only to take
advantage of the Claim. Such a marriage has
established against law. As such the Lands
of the Wife are Concerned. In General restate.
and or for the Debtor died from her estate.
Right to Common law, and if the 3rd in Last
Hour, during 1st
Land, or Administration, will be laid in the
Common Law for an interest, etc.
Where the Common Law is like wise in the
Company of the Husband he alone must be
Sued. But if she is by herself they must both
be joined. as it will survive as it is.

Support the Husband and Wife are both
Located. The Court joined as a libel for where
fathers death and the survivor has their
Hand, this includes rights to damages belongs
both Wife, and would have survived to the
Husband, must sue alone for his own benefit, and
they must join for their change to the Wife.

Regard to damages, are governed by the land
principle utterly as any Other as Action,

If the Husband, and Wife Common law joint
Debts, and are jointly sued if the Husband
be acquitted, the Wife must be discharged
the 3rd in Last Hour against her Husband.
Sued.
Some difficulties that doth will to go over, and to come that this is not the correct way of bringing the action. The action should have been that as the husband and all the law and Wife for the barley done by the World for in due Care to bring this be taken for the Wife to take of the Verdict was against him and the law. Husband be acquitted for that committed by him.

It is said that an action was by Husband and Wife for a barley of both, as well in, and if the Baffs be faulty and guilty a load on him of the Husband. But look at

West. 328. to the Wife's interest may go against him.

If so Read days he knows not that there is any objection to this on principles that the deed might have been in that when they jointed hand for a joint to agree.

Of the Wife's power to Deed to

Under this head I shall include all sorts of Deed to. The ease is how laid down as to Contodes will illustrate this branch of the subject. If the property is partly the consequent to Danish property, what is affected the other property, or these any thing in Denmark to disable the from division should be. Well I?

We are not to look for any authority in
The English Law on this subject is of course
by Stat. 34 of Henry 8th. "He is hereby
forbidden to demand Land Possedy. 33 & 34
Conn. She is expressly authorized to aven
by Stat 28 & 29 and 30 and others of the States.
The Stat. of Henry 8th. is adopted, and here
therefor there can be no question.

That as some of the States then in no
Statuted and the Conn Law powers. The only
question there is on the Statutes of Wils
as an appearance of the Conn Law 33 & 34
as ab Conn Law, — — I think there is
nothing in the Conn Law to forbid land evi-
ding the Wils, and that as those States
the Law so is. We will consider this ques-
tion first on the ground of the Conn Law as
on premises and worthy of authority.

The result will be Poughkeepsie 1728.
that the Law stand here and prevent no land
Possedy that was no real estate of the first
Grantee affected. This is the Principle that
seems universal.

I formerly heard counsel to
that the Deviser of Land is Wills precedent.
This war not allowed all Conn Law, but only
of certain under some circumstances of the New
customs. — Yet in our old times some Courts
would deny the Precedent WW if such the

held independent of her Husband. Read Preston is not alleged to be so one in third say Case made that she's property.
The point that the Case against two Persons property which she held independent of her Husband is clearly settled in the Books, and this is as firmly established on any principle of Law — BUT Casl the Fourth Read
Decree 3. The Causas in England the
Sect 4 Henry 8. and the Sect of Wills is to
prevent a gift as to prevent such Cases
appearing in the English Books.
The principle has been much elaborated in Cons. Now as unto Sect of Wills at that time existed. In the first Case here
the Peribole said that the Court devised
in substitute the Supremes Court devised that the
Court not. But this decision was reversed by
the Ct of Errors. And some time it was
considered settled that the Court, when a Case
needed in the Supremes Ct. by which they
revers, their own former decision, approached
to remove all doubt for the Judges then
stated that the Court was settled on that point
by which the Court devised yet afterwards.
The Ct of Errors indeed that the Court not
adding to a Peribole was enacted supposing
ing not to record as such dotted the question
We will first consider it of principle only, disregarding authority.

Some contend that at O.S. at whose birth the wife had presence which was capable of being devoted to, and which the recruit of the husband would not be affected. The weight derives in other day, marriage is a contract of life, and no judgment of God is nothing in this world of damnation to make as the pope asserts, in any way, to improve the understanding. The issue of this day some of them believe that the is inextension of solitude. But this is abandoned for an engagement of her hand presently. Consent is necessary to validate the agreement.

Agreed, they say the place of Will, the two engage together as they are to converse and a Crime. It is also urged that in 

...
the Devise made by her other in health.

It may be said that in years be the

and when it appears but in her Devise it does not; but then it is found, as if she had made the same by such nature would confirm such

to join in as she desired. It is certain, enough to give and her Person to properly to the 

also the ought to hand if had her power to re

and such relations as had created them with

and not suffer it to go to any undue use.

I should make no observations as to the end

agency guard of the Church, as to examine

the wants to value a law the convey, for this

can be no knowledge of nearly for this

why she was she and devise as well as convey

at least with the consent of his husband.

But if I can and the main devise without such

Consent — the reason after the other cannot own

without the consent of the husband. This right

would be affected of the same convey and

present — and the convey convey it future

on by way of remainder for reasons before

mentioned. All the way devise a Conveyed

in future, and therefore the Devise would be

subject to the uncertain rights and could

not in any way defeat them.
Lest we now examine the subject on legal
found, and look to the Authorities. [Page 319]

If the Revived the Husband's Personal Profi
or in a will his Consent the Devise is good. In

A right seems mere force because the Property is Black Devil,

This also and such devised to be good. 319

Glance at, and know, two of the worst and
best writers, lay it down that the Will of the
Wife generally is not good, because it is their

This, and good Counsel would be 91 pages. That property
and the interest of the Husband would be affected. 320

This is certainly reasonable, and the
reason must be noticed, as if it had been
her own. This Counsel would not have been suf-

2. Know the other that, it was usual
for the Wife to devise away her property,
the the Husband did not give his Consent.Conse, 9

This was considered her own property, and mentions
It and excepted to his good will, and the reason
of such was not more exceptions, was that the
Wife at that time devised had property of her
own. But afterwards, when the Wife was in, where 103

to be endowed of personal property, at least

This doctrine was laid down by the Judges about 318
of it. It seems in the time of Black Devil the late. 319
that she may desire which belongs to her and complaint that it was attempted to be done away contrary to said.

Supposed as a later period the most eminent Civilian of this land says said the same conduct and seems to indicate that any one should deny that the wife cannot be in her own possession what was deposited as the Dower an extended exclusive. it proceeded to observe that the only objection urged by the conductants of this statute was that she had no possessed of her own.

The wife cannot own the estate. property if it is used without the consent of the say with D. in modern times it is customary for wives to hand disabled property on Fottemarks. Ed D. and with reason signify Wemy 1000 this statute that of concern to and such that in said cases a wife may dispose of her own

1 Sam. 343. professing faith during the life of the wife.
180g. 214. The same conduct was as above in "E."
281. 7 of 132. The law in said cases a wife may dispose of her
180g. 120. property as well as is known to the Hinton by wife.
162. 16. or otherwise.

She is therefore no longer contend in England that considered alienated in interfamily.

D. D. 1701.
But it is objected that there are old Chancery cases and contracts which are of such weight and importance that preservation is required. If so, how many and upon what foundation are maintained? Further, if such cases have never been found in the records, ask the proper questions and discover the truth.

In the case of 1 W. 190, a woman desired both the Rees and Deacon property. The desire of the Rees and Deacon property was allowed but that of the Deacon was rejected. This accounts for the statute of the 8th of Henry 8th. Why was this decided? because she was entitled from receiving lands in that, and therefore could not exclude the other part of the war en both from receiving personal property. At Ed. Chancellor Court, 2a. Daker v. 2nd, for a party Com. Deacon is at St. John of the St. 206. When the law said the inequality between the two? A clearly implied that they thought no such inequality existed at Cow. Bow.

In the 2 W. 190 it is laid, Bow as this case about the land and Heredi, personal property, with the consent of the husband and heirs of the husband take title on account of Encumbrance. The consent of the husband would not have been able to satisfy. If for the consent bowe remove the first title. Consider also the title of the statute of the 8th of Henry 8th.
With respect to the chancery action.

If the husband owed the estate entitled to her, the wife would stand as secure creditors, not as security for her, as was said. And it was engaged in "Pinto's case" that the wife could not pledge the estate without the husband's consent.

Whether the wife has been taken from her estate by the Statute 3 Will. 3rd, the wife would have no right to discharge it. On the contrary, the wife could not take the estate for the benefit of her husband. Whereas the wife had not personally.

A very interesting case in which the wife received a deed without the husband's consent. The husband being in eminently free state. If any element of the case be what the husband was, another right, as is found that the case.

The wife's estate of personal property.

The wife's estate of personal property.

It cannot be that the wife was entitled to it. The isolated estate of the husband is the wife's interest. The husband's estate is vested in the wife, and the husband's estate is vested in the wife. The husband's estate is vested in the wife.

The husband's estate is vested in the wife. It cannot be that the wife was entitled to it. The isolated estate of the husband is the wife's interest. The husband's estate is vested in the wife, and the husband's estate is vested in the wife. The husband's estate is vested in the wife.
Our Saxon ancestors certainly were accused of having read the precept of the Lord's Church and the Lord's Church to that effect. It is certain, reasonable to conclude that the Saxons, having learned the art of reading, received the written form of doctrine through the Romans, having before the Christian church worshipping of Christ.

But there is something more that conjecture and the priests. The Saxon Church, under the influence of the Church, was guided by its written instructions, and before the days of Henry VIII, the master of the Church, it had already a married woman, neither wholly free nor a wife, and this woman was of good use. It was an established custom that a woman who was married to a husband might have a husband of her own, whether or not she had a husband. It was expected that the husband would be good, and no other, as in the case of Barbeau, who was the husband of the Countess.
In 1677 there was a piece of legislation passed which stated that if a husband died, the widow was entitled to the wife's estate. This idea was challenged by the Church, who argued that the concept of the Church's ownership of property was in question. This led to a debate on the rights of widows, and the Church's ownership of land was questioned. The Church argued that the Church had always been the owner of these lands, and that the widow should not be allowed to inherit them.

However, it was argued that the Church's ownership was not absolute, and that the widow should be allowed to inherit the land. This debate continued, with both sides presenting arguments.

Another argument was that the Church did not have the right to control the land, as it was owned by the widow. The Church argued that the land was owned by the Church, and that the widow had no right to inherit it. However, it was argued that the Church had no right to control the land, as it was owned by the widow.

In the end, the Church's ownership of the land was questioned, and the widow was allowed to inherit the land. This led to a debate on the rights of widows, and the Church's ownership of land was questioned. The Church argued that the Church had always been the owner of these lands, and that the widow should not be allowed to inherit them.

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occasion, and there was no necessity of resuming a new will. Now if the will had been
literally void this cause not have been the case. no subsequent consent could remove it.
Besides the Stat of Wills also provided woman made a will during coverture of her
own lands, such wills is not good, and it was held by the Cts. that the disability was created
by the Stat. of Henry 8th. and was void in
its creation for if the disability was not placed
on this ground there are two previous cases
peculiarly depend to each other but if it was
placed on the Stat. these cases are contrasted. Therefore it was coming to the disability cre
ated by Stat. that the will was void. I

Ther is no 2d Law or custom likewise
that a silver covert may descend her lands to
her Husband.

In Behold. Deed in First Book 123, it
that a former covert can descend her lands, when 3 year Book of
lands are devolved by custom, it was only Coq. Edward S
lead to that she could not devolved to her Husband. because her conceal would be preserved.

In third State how a true there is no
Stat. forbidding a silver covert to devolve her
lands to the day of it. The reason of the
forbearance of covert in the English Books has
been shown.
An argument has been urged from the
Statut of Henry 8th that the ancient Statut
of England made before the emigration of our
ancsors are binding upon us and that
therefore the Statut of Henry 8th is tying upon us. But the
6th be tied that generally the English Statut done so
as a good quid is tied upon us to the Const Law.
the exception must always be suppose. That is
here our Statut are not departed from the Eng-
lish, either directly or by implication there is no
field to Statut done
Now every Statut has such a Statut as the
3d of Henry 8th &c. if differ from the Eng-
lish and does not check the inequality of
Wife. The Statut of Crown is declared
Copy of that of Henry 6th excepts one clause
vibrating a Crown Courts to debris.
I am aware that the conclusion fairly
follows that in these Statuts. And the Statut
not expressly disabled the Wife from divorce.
It must be admitted to have been those in an-
tend to give show the power and it is remark-
able that many of them Shall upon Devices
almost entireQ. If that of Henry 8th excepts
into James Crown. Why then were they left out
when its would have been so easy to insert them in ex-
cently with the intention of leaving them to
the operation of the Crown Law.
annulled to the Wife, that it should be void on such a contingency.

31st of April 1800 makes a Wife of bread, pastury, and their meanness; and therefore her Husband. Such a Division I should consider not good, as it would be unreasonable to cause that Wife to operate, or the One make woman during Court to a drinker. Her own Child, and she ought to have the liberty of revoking the Division when the motives for the particular division are removed, or the time would be in the course of time. Generally, then, it is good policy to make the warden safe to the Wife, but in some cases I apprehend the Warden is good. and ought to be treated with affection and policy. It ought to be assisted and revoking only in those cases, where the property would be found by the Wife, as those persons who are not the nearest to the in course of affection.

If a Woman be Such safe at the husband, marking a Wife, I cannot do any improvement marriage alone, should amount to a deed.

Of the Separate Property of the Wife.

It is now well understood that the nearer have such property both in Real and Personal Estate, or may be joined to her by the Husband.
asked money or granted to any other person
for such use either before or after her husband and the
husband had no interest in the property, and the
company was always to continue for the sole and
absolute use, and the wife might convey away as
her own of her property, as the above terms of it
was provided in that instrument, that the tenant
must join after.

Of late years it is common to join
the estate immediately to the wife without the
intervention of the husband. Such conveyance was entered
before John Boyl Scull cotton was overrated
and it is used. Compendio.

The common words used are "to have sold
and disposed of," but these are not need
ably, any words which may vest and inference
be given to be paid sold and disposed into with to
sufficient.

In a case in "Board," a lady was
paid to lend it that had a great debt discharge
the executor, this was held to amount to an intention
to give it to lend sold and disposed of. Without,
the creditor in such a case wants to recover
as injured by it is unlawful as she.

Where the proceeds of goods to the wife without
the intervention of trustees, it is settled that the
creditor of the husband cannot take the man
of the husband was the done. Trustees though they
might take it unto trustees were sufficient
When such Legacy is owned and sold two Hus. 5178 2nd were paid that as two Shares. This was $187. 2nd due to the Care in Burnaby and 3d.
Dn 15th of July 1899 and as the abode Care a Gift 200 or £90 from the Husband immediately to his Wife was good or not? And this, not £90. One dollar.
The Father of the Husband on the wedding
Dn 15th 1899, might make the Wife a present of a money
Dn 15th 1899. The question was asked. This was part of
The Parthubianick in the detached Properti.
The of decided that it was the own of
The property.

A Slander of agreement untruth
was done with three and defects not good
The idea of this is confirmed in the will.
Separate words are necessary to convey to
Separation and, any. Considerations attending
The Gift by which such an estate can be executed one of sufficient
If the
Dn 15th 1899. Separate property can be reached by Buxton
it could be made to bed for his Contingent
made during Courtship. But the person
cant be taken as the Husband right cannot
be enfringed upon. Unless allowed. Under the mar-
ners and other plans during the duration of the
With as much as the deficiencies
Property. She is located as to some date never
or Testament with the Husband right.
Where the Wife advances her separate property to relieve her Husband from encumbrances or mortgages if she takes as receipt from him and they will stand as a record with the place of the mortgage, but if she does not take as receipt she will be looked upon as a gift from her to the Husband. If it appears from evidence that the Husband recognized it as a loan from her she will be a creditor of his Estate.

It is no uncommon thing for a Wif to advance her Owm and continue the Trustee to a sign her separate property to the Husband but if there is any ground for presuming Censure the Red will not induce a judge. In one Williams case, it was agreed before marriage that the Husband should assign the mortgage due to him to Trustee for the debt and the same receive, any code as done and they receive. He received the interest for 10 years, and died without any enquiry made by the respective trustees. It was held that she was not entitled to receive from the Executor the interest so received.
Decided to have this must be continued as 1st Ed.
But that I cannot subscribe to for the will be
have intended to make her heirs and to make him to stand on as 2d Ed.

If the Wife has a separate Property, only the way disposed of by 1st Ed.
But 1st Ed. to be heard to Gesture her and can she claim the also $7000 or
for her and can she claim that under but this is
found only for her own, but for the Can cannot the Master to do if that time is no longer to claim her personal property.

When the Wife dies in 2nd Ed. for separate
property she may die in the name of her
Husband. Out of the estate she can sue in her own name and as he is liable for both.
But she may not sue as false claims were!

2nd Ed. can sue the money so recovered
to his hand over to the Wife. When the Wife
is sued alone, judgment goes against but Can
Can sue only her her separate property.

Of the Husband's gets her disposed of in
respect to his property and the way and how
in 2nd Ed. by 2nd Ed. standing age of

Of marriage Contract by Minors.
Minors under age 21 to contract
was married at 14 and remained 13 yrs of 850.
Manumitted Settlements or Contracts made by minors at this age are set down as goods, but they are not really so. But v. 3. p. 2. (Ecc.) and witness a deed to the estate they are pressed and to consider.

If a deed or settlement be made and as mentioned he has without Counsel to parents as if they are good in Equity if the settlement be a reasonable one. Though the deficiency in persons naming their considerable to a penalty. Then such estate is to be had.

The wife had an estate in choses and received a settlement from the husband but greatly inadequately to her choses and the husband dying the estate that the wife was entitled to her choses again. Generally we know a settlement forakes choses that as they are minors the court may hear choses. But if the persons to whom the choses are to be said. And that they are complications the new track would leave this bidding.

Contracts entered into before marriage that the wife shall have to her estate and separate and whatsoever property in or owned to her being conveyed are binding to the husband and equity.

Of marriage Settlements.
and in consideration thereof make a new
settlement. It will be good as ago.

So the land proceeds in the hands of the
trustees to be sold and at the Court House
in the county of N.C., on the 1st day of
April, 1823, it was sold for 250 dollars,
which we make this acknowledgment of settlement.

Marriage Settlements made after marriage, and attended with the preceding Circumstances, are void against old creditors. For they are merely voluntary Consideration, and not by law. The wife herself is not bound by them in any respect.

Settlements made on the Wife on articles of separation, for her maintenance.

Articles of separation or separate maintenance court and should be made the same footing as marriage settlement. It is settled in English that such settlements are binding on the parties, and the said will probably obtain in the U.S. At the time that land is dividend of settlement on this subject as some domains gentlemen have said that such settlements made in 1821, become will not be recognized in this Country, as inconsistent with the Constitution of such

I think that this will be so.
The Court of Error have recognized separate maintenance.

We are told the object of such settlement in England is to discharge the Husband from all liability for the Wife's Contracting NEW COVENANT. But I doubt the necessity of the separate allowance, and am as little disposed to think that a separate maintenance is necessary to free him from responsibility.

The separation is in itself a provision for the Wife's maintenance, and I think that articles of Separation are void if the separations are not for the Wife's maintenance voluntarily and with known necessity.

So if the Wife having spent her money, and was supported by the separate maintenance becomes a paupier, the Husband is not discharged but is liable to the Board for its agreed aid and hands that he is discharged only as to those persons as to whom the voluntary trust was. He is not therefore on the ground of separate maintenance, that he is discharged but because other hands were to trust him and it is sufficient to say that if they chose to trust her, (and without separate maintenance) on her own credit knowing her circumstances, that the Husband ought to the discharge of the money owed to her to the poor. Because a man is with obligation with
until the husband become fault to main maintain her
away from home.

In this case if the husband agrees how to live away from home, she is justified in doing it with the same rights as one courted by a woman who had respected the rights more in kind, and when they are living together.

He is bound to abide with nothing which the
law and agreed to in the articles which he signed
and of which the has not resigned anything.

There is a difference between settle-
mint for a separated main and main-
ing settlements in that the first are liable to the demands of creditors of the main get paid otherwise. But the cash are not.

If the wife cloths, she is not obliged to main
and nor. And I think it is not possible for her to get paid as more are not so that had where the least is made articles any from from her by included agreement, and
without any separate maintenance.

Agreed, when a woman comes into her
from any marriage settlement. She take her
year of the separate in. But the land is not
lands or real property settled in kind for her.
Separated main (and) for she not in kind
...the authorities are not to suppose that it will bind the bond. If she is a wife, and the authorities favor both sides of the question, it depends on the old action of marital rights. If she is bound as a consequence, the whole total bond is to be conveyed to convey.

Case 41

When the wife has mortgaged her estate to help her husband, but the money is not paid, it is in practice whether of the husband borrow more money upon the Goods of the land. The wife is bound by this bond unless it was this a new question.

I should think that the bond ought not to be secure for both sums, without the consideration of the wife. But the authorities have decided that it is, and held that the estate of the mortgagee is equal to that of the wife.

After the death of the husband, his personal estate must be determined. The wife, having mortgaged estate, is subject to this, anticipating that it is personal estate is wanted for other creditors, the court deems it so.

But this right of the wife to be considered a creditor must be rebutted by showing in some evidence that she did not consider it so. —
A power to sell Husband's

But remember that the operation of this

power is merely to a Bank or Equitable Trust - New York.

And if not required by the husband of the instrument (which cannot be void).

At the wife mortgage her estate to free

her husband from it, a mortgage shall stand in the same place with the or-

iginal mortgage, and shall have the estate

incumbered until she shall be indemnified.

If the wife is a mortgagee it is look-

ed upon as personal property exactly like

the money advanced by her. Then this mort-

gage was made at marriage settlement

and purchased this among her other choses.

But if the husband consents away the

land without having paid the money, to

dispose this allegation will not hold.

Of the Wife's Settlement

If the power may be a right to a settle-

ment and may be a lien. Can't show more

than one at B. Since - The marriage the

Wife obtains a settlement in the place,

which her husband lives, but if she lives
He was born in England. He gained a
and a cause of law was not to be had.
When a person has no settlement, the
town in which he lives must provide for
the necessities, and they become creditors to
the State to that amount. If the wife

should be sent to her own settlement. During
Conversely, if they become common citizen,
the wife can be separated from her husband
by the courts, and leave him.

Justice 324. Judge Read thinks the case can be removed to the
principles of settlements, but the authorities are
contradictory.

A marriage before the 26 of
Gei. 22 was legal, but it had been celebrated
in any way, but done with the knowledge
the marriage ceremony with the prescribed
form. It is used to be in good and purposes
and consequences, since the wife no settlement.
But it is held that long cohabitation is
evidence of the legality of the marriage.

Of their being witnessed for each other,
the General is that they can be witnesses
of each other, for each other's interest. They are
different in this respect from all other rela-
tions as parent's child may be witnesses to

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Since that Case George Read says he does not know that this Principled has to end condemned. He was expected to as a danger but the answer was that she must be admitted from the necessity of the Case from want of other Testimony.

The right of Husband and Wife to commit a Battery in defense of each other.

The need is that either party may be for the other, what she or her friend can do for him or herself. In the Husband may help his Wife when she has a right by law to help herself. That the Husband may kill a man attempting to violate the charity of his Wife. But he is not justified in killing a man when he finds his adultery with her Wife. Since she herself has as right to do it.

Of duly Celebrating Marriages.

In all well regulated Communities some form is made necessary to give efficacy to the Contract. This marriage must be celebrated as renewed notoriety. I don't mean that it is necessary to its validity but that the Celebration be done.
according to the form prescribed by God. This is the great question about which so much difference of opinion has been called
tained. Previous to the Reformation by Henry 8th, marriage was considered an ex
celestial contract, and was celebrated
only by the clergy. At the Reformation
the doctrine of the being a sacrament was
rejected by the Protestants, who considered it as
knowing the ceremony. The clergy, however,
were considered able to perform the
rites under a civil capacity.

At the revolution they were taken
from the clergy and given to justices of the
peace. But at the restoration of 1660,
they were again given to the clergy

And now, by 26th of Geo. 2nd, all
marriages not performed according to the
forms prescribed by the State, are absolutely
void. Before this State, the only Case
we expect to find evidence of the C Law

We have no such State in Const as the
25th of Geo. 2nd. We have a State which
provides that justice of the peace may marry
sufficiently armed, and a person authorized
married, who is not qualified by law, in
its void, at the same Barley, &c.
One thing is clear, that the power of the government being vested in the rulers without being authorized, and is liable to go amiss. But the great law is whether the marriage itself is valid. In England it is said, 'God I think that a marriage can be celebrated by persons who are not the first, they are good.' 

In Acts of Parliament, it is said, 'the ground of avoiding the marriage, in several cases, is when the clergyman is absent from the place where it is to be done.'

Thus of a clergyman in one county, celebrating a marriage between two persons who live in two different counties, the marriage would be good. 

And in England a marriage by a clergyman in the presence of the congregation was good for the children were admitted to the house, and the husband was entitled to the rights of marriage was conveyed to the clergy.

During the Revolution of 1642, a clergyman married two women last justices of the Peace were qualified and yet the marriage was binding good.

So Sheriff's Lists fixed a marriage in 1643, and one of them married again.
the second marriage was dissolved and he was convicted for bigamy.

These cases and many others which took place before the seat of Geo. W. above mentioned afford conclusive proof that such marriages were not void in C.D.

There is only one case of making it, and that was decided by the Ecclesiastical Court, 

"A Debt upon a Bond given to the Wife Court, 4/43, before marriage be. It appears that there was a marriage but not according to law. The court made the marriage legal. The court was qualified to, and the form used previous to the 26th. 4/31."

"There is nothing probably in the American Statute that of Geo. W. avoiding marriages. The law of 1769 is not found in the marriage act 4/47. 346. 346. It is without such consent, or without publication and yet they are to be void according to the Apostolic tradition."

"That is necessary to constitute a valid marriage. In 1769 the President is the agent of the parties. Due evidence in addition to Contract. The age of consent at that defined statute is 12 in females 14 in males. 31/3."
They may receive money at any age but it must be invested in such manner until the age of consent is reached. If stocks are owned so method.

There is one thing more that is strangely involved in the duties of the land of Flanders. A marriage is solemnized
by a priest. If the woman is not so old as to become legally bound as good others said. It is astonishing says Judge Peace. The
this must be licensed by the superintendent of the town and be repeated by a priest. Then every other
piece of Coetoub is. It looks so slight it is to be said. So it is said and I spoke it bound by marriage
with I cannot express.

Of Divorce:

The Statute of Henry 8th declares that all Marriages are to be put into 3 classes. A piece of "Cautory to God Law." said.

The question is what are the duties of" free. This rule is unchangeable. But when ever by the Consolation of the Civic Law, a period is within the need to said. It is unchangeable to every. That is now seen in every his need. But he may marry his

Never Daughter. First Cousins may marry according to his mode of Constitution.
A Court of Justice has said that "God said, was meant this: that the Law forbid taking a second Wife to the first living."

That where there was no prior Contract but that idea is expressed. That in Case of incestuity the Law operates.

Third marriage and except the second are never valid. All such cases of Divorce may be obtained. So is not marriage in case of a second marriage.

The second divorce includes affinity as well as Consanguinity but blood relation of the Husband and such blood relation of the Wife and therefore such marriages are said.

In any of these Cases a Divorce is given. If the mother was, would be claimed from the Ecclesiastical or. This Divorce is for some Preexisting Cause.

But Divorces of married persons are for Unfruitful Causes such as Walking, Beating, etc. to kill be to be.

And the Courts of Law and are leased into after Divorce but never before are can they lie after the Parents death.

In Court Divorces and Divorcee maliciously are added for Unfruitful Causes of Court the State is not considered for the
married itself was legal.

When the ad Divorced "a Nuncio residente" 

monitir" is vised for superintendant causes the 

Legislatuor may law grant it. 

Ind Divorci "a menio of there," the 

Courts have a rights to grant the Wife alimentary 

for his maincained.

The consequences of ad Divorced "a menio of there" is that it only discharges the Husband 

of all rights to her property, but one other residua 

ities right is retained

When the Wife is divorced in sun 

"a Nuncio matrimonii." For her own adultery 

she is no entitled to her Board. Otherwise if 

the Kidney on Caus of Divorce be as the 

part of the Husband.

For no is main is authorized to marry 

by within the Divided species in one Cask 

and that is the sister of the deceased Wife.

She has been decided that a man may 

not marry his illegitimate Siter, but this 

page 270, of Cantina to Edris Lewis or by if she in 

Edris judgments."
Parent and Child

Guardian & Ward
Parent and Child

Concerning the relation

Guardian and Ward

by J. Grose Esq. 1817

The infant or minor, by the Cons. Law of England is any person male or female under 7 years, 11 months, and 18 days. The period of full age, section 104, is not the same as also Cantuaries, by the Cons. Law of 1807, 3rd December, which is the 40th week of pregnancy in the present French Calculus. As it was in ancient Rome.

I shall first treat of the

Privileges and Disabilities of Infants.

1st. the 1st contract.

2nd. the 2nd contract.

3rd. the 3rd contract.

By the Cons. Law of England and our own, an infant under the age of 7 years, cannot contract and cannot be sued. He may, however, be sued, but not punished. By 23, 3d of the Crown, he is more than 7 years old. He is deemed to have reached a capacity to determine between right and wrong by reason of 14 years. At 14, a person is punished in the same manner as an adult. Between the ages of 7 and 14, the infant's liability is fixed in this.
The "Dole Capax" if he is not "Doli Capax" he is not punishable for any offense for any deed. If God he is incapable of committing this offense. Consequently he is punishable whether or not he is able to discriminate between right and wrong.

It is said in some of the Books that between 7 and 10½ the "presumption" is 13th 7th. 20. 12. 30. 20. 20. From this "presumption" he is not 25th 6th 7th. Thus the "Doli Capax" is 10th 10th 14th. The 4th 4th 4th "presumption" is not found and he must this 42nd 28th 5th. Thinks it found that the "presumption" of God is in favor of the infant until 14. Because of the "presumption" he is not found from 10½. Therefore it is nugatory that such until 14. For liability do not 42nd 28th 5th. 7th. It is said in some of the Books that infants are punished after 14 for some offenses they are not at what is the 35th 15th. "Doli of Caesam" shall not God presume the execution is confined to Caes of mens. I find from the examples around which are confided to Caes of mens. I find for what the reason 42nd 28th 5th. I find it is not that the infant has not the command of this property and person and to submit next to hand the means of preserving.
performing the act.

With regard to an infant

under the age of 6, being capable of understanding

nothing of his actions, he shall be convicted of the presumption of

having done so, as a presumption of his, and, on

failing to do so, he shall be convicted of the presumption of

having failed to do so, as a presumption of his. The

infant, being under the age of 14 years,

cannot be punished. Between the age of 14 and

18, as a minor, he shall not be held guilty that

he was "de facto." And hence I would

reach that, in consequence of this inadequacy of knowledge

which the law always demands of us, that

a person under 14 years of age shall not

to some extent be held guilty for his

acts. For this reason, the infant is not

convicted without great caution.

At a later date, it is a case of this kind

decided that the child is not liable to the

penalty of "de facto guilt,"

while the adult is liable to the penalty of "de

facto guilt," as a charge of theft, and that he should, under the laws of the

State, be held liable for his fault, as a charge of

theft. This was decided on the ground that he should be held

liable for his fault, as a charge of theft. (See also

preceding. It might be parallel to that case of

several cases, as shown by the cases.)

The rule is that for fraud, the

infant is not held liable. (See also the Code. Law.)

With regard to some statutes there is no

distinction. (See the Books here of course)

As is difficult to lay down a definite rule.

Geneva
General Power of Stat in Holden Corporal Punishments sometimes called Infants though they are not expressly included in the term of Infants in other cases they do extend to Infants unless they are admitted. I had made myself as little trouble to join in Concord &c. in discrimination as the State &c. and State in naming Corporal Punishments in York the line of Discretion of the right erected by Stat is made such as is given as it Confessed by punished at Concord &c. offends one included in the State that is named &c. If a Stat P. o. Supreme Court is that which showed obedience to the highest Part 249 should be guilty of felony and punishable with 20 - 357 death of the part in the dead as any other ground shown in any act is such as Offence at 1777 punishable at Concord. But if a Stat P. o. a &c. act is such Corporal Punishments &c. act does not constitute the fact and offence as if Corporal is punishable at Concord the Infants in no punishable unless named &c. it has always been here that the Infants is not Corporal but within the Stat of possible only and obtained the State over which named &c. and they are not punishable at Concord. The Stat has some cases attached to Concord Offenses to a Wave &c. or that &c. others in the Constituents such will amount to Offenders in itself. The Books mention the Infants
remained of actions suitas "ex delicto," and particularly proceed injuncted committed with force, where it is likely to result but not criminally at any age. The infant would be liable for wrongs, because it is found in conscience which always suffers a portion reassured. The ordinary rule on infants is liable in this case is that whenever wrongs are committed by force the intention of the wrongdoer is never regarded to make him responsible to the person injured. Law is to be good to all, and actions where no third person is involved. It is to be sufficient to entitle a person to recovery, if he has been injured that he can the question as a whole whether done with violence or not. Thus there is an exception made where a plaintiff was maintained after a 4-year-old infant for scratching and a man aged 25 years on the other hand. I affirm the same decision that the author of the injury should be preferred to the injured party.

In Criminal actions the intention is always necessary to constitute the Crime. The maxim is: "Virtue is the proof of innocence." Because good intentions lead to negligence, the Crime that "in Cited Cases" damages are recovered.
asked repeatedly that are not so mentioned.

But several instances have arisen where it is
injustices committed with force. The question
is, therefore, "Who done this injustice?"

And it is said that, not long ago,
any age for all acts, the law was held to
a man at 17. For example, and it was said,
not before that the only authority is in May 3. 1806.

But it was then determined that a child
was 17 years old, and an action would lie. It is
frequently objected by many that an action
in that case would not lie before 17, but this
is certainly a "not debatable," and is not sup-
ported by the case. The question has been asked if
an Infant of 17 can be liable? Certainly not, says
the law. The Infant Cant be liable. The case was that
he is 17; he is not. Because this is not an injury
committed by force, it requires malice to constitute
the offence is punishable for exemplary.

words without a malicious intent are not? And
if, with a malicious intent? At 14, as the
17 is liable. It is somewhat remarkable
that in our system of law, what has been
done centuries ago is not so without some time.
A person is liable; 14 is the presumption age of
maturity, as he is then of mature age at that
age is an action on the case. He is liable to, or
being called of mature.
It is laid down in and Book 1, generally that an Infant is liable to be punished as a
Common Cheat, tho' he is said he is not liable
in a civil action for fraud or deceit.

Book beamer of that position I think require
g qualification. If 6 months or 6 years old he is
punishable and punishable he is only liable
to be so punished if "dei Capax". For the other
hand it is said no infant is liable Civita
for a fraud in Cheque; this I confess I seem to
agree entirely opposed to the Case. This principle
for why should he not be liable in an action
of fraud? the Plaintiff should be liable Civita
to have "dei Capax", Dr. Mansfield and Wengard in
3. Burn. 1802, the Case of Knoehl and Razr. 3 Barn. Bred, p. 177. sec. 238. post, this idea as the former held the punishment
of an Infant should be a shield and not a sword,
whence two great names appear to the division
w Petit at least render the proposition questionable
which is my own opinion is certainly sub-Laud.
(sec. 239. reprinted 3. D. (Stirling vs. Brown, in error,

But the as Infant at any age is liable
for his tort committed by foul and I think
can for fraud when "dei Capax", yet he in
3. 3. 3. 3. 3. 3.
never liable for a tort arising "in Contracter",

Because of the cause he can be liable to be pun-
ishing the form of action. This process does not
the remedy being, as when as foregoing look
an Infant or Heir who incurred fraud, to which he was solidly charged, either with fraud or wrong, he was not liable for a fraud or contrivance, and that was only in breach of trust, of the donee.

It was once stated in the time of Ed. Heath, that by himself and by Parker and Friends, the laws of an Infant took upon himself to breed an heir at all, he was liable and proved of id - Nov 20, 1753, fancy should not be admitted. This fancy is not then considered as done, if warred and taught, whereas the personal estate removed the subject into which the law has imposed upon him.

An adult may waive a rule provided for himself, but an Infant cannot. Supreme Court has said if warred a contract to be void by and Infant to prevent a fraud of this sort, the question may be asked what cases? I mean that I well know no class of cases in which it will interfere, and from the nature of equitable interference, it is almost impossible to separate those cases by any general rule. The Chancellor promised a seat in such cases, which is referred to in another court occasion, the Court interposed and those cases are void of the authority of Quaestiones parvulae, to all infants in the kingdom. The Act of Lord Cockburn without breach of trust, an infant's estate was vested of his authority as Guardian and par

[Signature]

[Date]
Equity, as far as what is applicable to the Infant, and Case as to the Party contracting what is done to injure the Infant. Nor shall the Infant be in any other respect in the same kind of Equity, as to their authority or obligations. 2. If, therefore, the Infant was at any time, in their judgment, to be so done as not to affect their rights, or the determination of the Chancellor, it is also that it may be so done as to be good for that purpose. 3. If the law of Equity did not so. At any rate, an infant would be in the Court. Law is absolutely void, it is considered as nearly voidable; the first is as the it had never existed, and therefore the Chancellor would have the same idea. What necessity exist, a voidable one is good unless avoided as state said. There is another reason, that the real in Case of one absolutely void, which Case the no consideration paid out. It all because the contract being void, the determination of the Infant, could be by the Chancellor, or be found under another law.

I shall now consider the principles of principles, of Infants of more, and nature, before it next, which on affecting their Contract.

In England the age for Choosing Guardians, any such for males and females, is 14 years old. 2. If an Infant may be at any time, in any age, over 14, and receive so more, that he can't act, as if not until

17. 170.
5° 1. 7°"
he to 17, and during his minority under 17, unless minister be appointed, must be ... 5th May 335.

But if not, can be an administrator until 21 because he must give bond. Such an Est. 5th May 335.

In 17, 21, or 335, but is doubt. In 17, 21, or 335, but is doubt. In 17, 21, or 335, but is doubt.

The age of Condon & Maurice is together 6th May 335.

The better opinion is that the age of 21 or 335.

Para. 89. Para. 104.

or 21, 1800. or 3180.

By the 1st Law of Cond. the age for is 8th May 42.

The above age is completed on the
Of the Infant's Contract. It aged
rule as prevails under the age of 18 ye Can bind
himself by Contract. Such Contracts are called
Valid  i. e. binding.

An Infant and an Adult-
Contract with an Adult is void and the Infant is at
issue in favour of an Adult. But if the Adult
bears the Infant is not. He is the debtor
of the Adult.

The Proceeds of Incomes is aged
and will not descend to an Oral-Contracting Party.

The Child holds as to a Contract of
aged beyond an Adult and an Adult is for
more is bound the other is not. This rule is
different when the Party is not in the age of
Conduct as above said but differs absolutely void.

And the same rule holds in Equity: the
Infant may obtain a specified purpose and when
the Adult could not have obtained and age. The
Infant they however do it is such as manum
as not to deprive the Adult of the benefits of that
part of the Contract. The Adult being
bound unless the Infant is not is not incomp.
inconsistent with the rule that in Contracts both
must be bound or neither. This only means that
by the terms of the Contract (if it is lawful to be bound
as neither, as if to be bound to B but it is bound
to do as not as he pleases, in this case neither is bound by such Contract) you have done his no Consideration for it promised. But the
rule that the Adult is bound. Then the Infant
is not. does not have in Contracts strictly void,
because such an Agreement is a legal void only.
and because the Infant is bound is not as a de-
dication for the Adult promise.

While only validable the Contract is to
make avoid as the rule of the Good Law is
that of an Infant avoid a Contract with an Adult
and recover back what he has paid or transfe-
red to the Adult yet he is not liable to re-und-
der what he himself has received. It is considered as
a gift. It is impossible to all good conscience that
regard that rule. without violating the principle
of Infancy, this is not a breach but a
probation. As it is well of itself and not neces-
sary to do if the avoidance of a Contract was a
found the cause of his payments void in every
Adult case no need liable for fraud, and that need
be the same as no need is liable on the Contract
itself. As of itself, how the rule of damages would be
much the same, the law of Infant is altered that paid
age case is still avoid, indicated and the payment.
of relief would give force and effect to the claim. It was necessary, therefore, to adopt a plan where the wrong was not justifiable, and where the parties were at fault. The Court might, without rendering the infant liable, require that the infant should be prevented from doing any act of mischief or damage. But to bring a case within

Local Law 1101.

This exception to the act of manslaughter, as the infant is at the time of committing the act, it is to be understood, is determined by the Court, and the Court will decide whether the infant was at the time, having into consideration all the circumstances of the infant, including fortune and situation. It is very proper for any child in care to be placed at a common School Education.

Art 1801

And on the fifth day to determine as to the facts of the act, the infant being removed for the infant.
As it is sufficient for the Wife to state that her husband made promise to the Infant and he was 4Bao 17 not set them forth on the word specifically, or he would have some if the OP were to determine them.

An Infant is bound for necessary items for himself as he is for those of his Wife and

Edwards

As Infant is bound by all the things Contract before attaining the age of the

Hanley was bound for or established with a Woman the Husband takes had come or sold

But the rule that an Infant may


call himself for necessary items to another with a qualification: he can bind himself Title 38 of he have under the care of a Parent Guardian or Master. The sufficiently provided necessary for kind. The Parent is under with much precision in determining what is necessary to

An Infant need only bind himself only in three cases 1. Where he has no Parent Guardian or Master. 2. Where he has stock where he is out of the way to furnish kind. 3. Where such Parent Guardian or Master neglect to furnish kind with sufficient necessity.

So the two cases where the Parent is in


219
He was a Stat De Facto that as Spurred under the Law of a Parent Martin a Guardian was made a Contract to bind him himself as shown by the Court as mentioned in the Title of a Master & Servant. This is also the rule of the Court Law. This shows that if Guardian or Tenant does not prevent such Infants from binding himself or necessities.

But the Stat De Facto actually opened a new Case unknown to the Court Law, to the Parent Martin or Guardian himself being bound. The rule is that if they are bound to any person the Infant is bound to that person without such added Endowment in several memorandum Cases. As if a Parent required his Child to become a Tenant, he will be bound by all the Contract of the Infant.

I have already observed the Case where an Infant's Contract there is no exception as to the necessities for which he may Contract. Just as if the Infant in not himself bound in this Contract for Necessaries by the Example Contract, but only by one which the Stat De Facto, he is not bound to pay the same later price if more than the value, but only what the necessities were actually worth. Whether it is an Added Contract for which the law which the goods are worth he must pay.

And thus—
And this remark brings me to consider, that
a bond by which an infant may bind himself
for necessities by some contract he is bound by, hath
not, as in adult cases bind himself by a
Promissory note for necessities

But 2dly, By a single bond in an obligation with
out a penalty thereto bind himself for necessities,
you will find, Biddle 3d, 2d and 3d
By a Negotiable Note can give for
necessities, the infant is not bound. If so the Note
is negotiable;

4th, By a Note not negotiable, as a
Negotiable Note, the infant is actually bound. He owes
for necessities he is bound. By a Note not nego-
tiable he is clearly bound not in the case of a
negligible Note not actually negotiated it was
he is

5th, By a Bill of Exchange for necessities,
not negotiated, the infant is bound. If it is actually nego-
tiated he is not bound.

6th, and lastly, he is not bound by an L/C
stated. To the extent of the L/C may be taken to
be for necessities.

These constitute all the material distinctions.

As to the bonds by, which an infant can bind
himself for necessities, I have not given you the
done and try to distinguish between them all.

The bond by a Promissory Bond it is said
should the penalty be presumed to lie on them.

Biddle 134
...
in attand, in Case of a single Bond or Bill, I
was steadily explaine what a single Bond is.
It is in form exactly the same as the first
part of a promissory Bond.

As to the 3d and 4th Cases in a negotiable
Note actually negotiated, an Infant is not bound.
Guarantor after it, Note is negotiated. The Contra Eq. Bill 18th
instead cannot be enquired into, or disputed. Of North 76
settled or to its equivalent or amount. It would be as the 13th Oct 31
nunject its interest. Both of the Note is not
Deo. 341
negotiated he is bound. (So if not negotiable) 19th 403
for three to admit of examination. -- This is 19th 443
bound by a negotiable Note entitled negotiated. Only notice
but not when negotiated, for then the Law pre
enforces no equity into it, third correspond with.
The leading principles laid down

A Bill of Exchange stands upon the
same footing with a Negotiable Note, the power
ceded to the Infant and the authorities thereof. In the
place of before it is negotiated but not after it.
Considered may the enquired into

Lastly an Infant is not bound by an Eq.
status for Mechanics, -- the reason of the rule
has ceased to exist. But here it is a rule of law
for when the rule was settled the items were not
examinable, then an Infant could not bind him

Del.
Secondly, but it is otherwise made for claims may be examined. There is another reason assigned for this to the agreeable to a new rental Factor that the Infant's only real title is the stockholder of the Co. and he is in absolute to the incapable of properly stating an account, thus is a balanced attempt to subject a rule if Law established by a council which would probably refuse those members with a rule. I suspect that the rule existed though the record has failed. As to the last reason a judge by "Tobin, See 1 Pintz on Contracts 56"

In examining these various Cases of Law as will be found it should be that there is a perfected freedom in the Law. Suppose one of past actual contracts for purposes and execute a new bond. He is absolutely not bound upon the bond while but it be found in a simple contract which the Law would indorse for thus N.Y. cases 3 - this regards upon the question whether the bond is evidentiary or absolute or not. if void, he is bound by the simple contract, but if utter liberty of which said is a legend, new entity, if only voidable he is not liable on the Simple Contract but that the original contracts could be merged.

Whether a Bond is void or not, strictly said, I shall consider to the needs...
Declar. It  is very hard and perhaps in the 3d Part 1078.

Enrto note (the Judges were done and satisfied) CoP. 2019.

That it is strictly said. Not 490. C. 1756. 60.

Note that it is. Not to try the two Victoria acts

by way of analogy. I would put one or two acts

That I should show that he is bound when the docu-

ment is void.

If a single Bill is given it even

merge the Several Contracts for it is neither CoP. 2019.

not even negotiable at the rate new hands, but CoP. 118.

the rate of carriage to be fusing this CoP. 2019.

same. as in the original Contracts. The CoP. 2019.


labour on the single Bill. and due on the Lead-

copy Contract.

By the Law of Contract a promis-

sory Note not negotiable. and negotiated, is Con-

dire as a Specie. The Lead is considered only

nothing in the CoP. 2019. The only objection to the

true in Contract is that it encroaches upon the CoP. 2019.

This rule has answered the ques-

tion at all, as the Lead is bound by 370. CoP. 2019.

Note in Contract. and the Lead which all the

Note was void or negotiable? — One

Declar. have gone all around the Contract in

what the Lead is from which I have all the Count.

mention. Seven or Cases which had been recog-

ned in Contract is none of them Cases. CoP. 2019.
With respect to Contests said and scalable
the difference is; the first is not to be in any
way enforced. The money lent, we in fact
lost guard at all, because it not a need
sary, unless actually paid out in the purchase
of Neophytes. As Concord the infant is
not liable to the lender unless the lender actually
sells, 279 by laid it out for Neophytes; the reason is that
D. & 88D in the Contest of lending, must be good at the
10 Mar. 1st time, and Can't be under a law called up
54D $800 Park sale. There is need for money Can never to
devise that a good Contest with an infant. For Gen.
Money lent is not recoverable; but if the second
taken always, it well. The Harby is the manner
of letting the infant, and he may recover it
used, not as money lent but as a Sale of Neophytes.

Money lent is and regarded as Neophytes, as
Concord to infant is thrown for money lend pres-
cepted to himself actually lays it out for neophytes.
the infant at any rate by the lender, the kind
Value of the Neophytes. This was sometimes
suffered 1444 that not to be so much as the money lend, but it could
never be worse than the debt lends.

I will only remark that an infant is not
bound for money lent to support his guard the,
It was formerly askew to incline such articles
under the clear description of Neophytes. E. &
A. Steward Cousen Money to purchase of Bid.
...Procter, hath, for purchase from the County, both obliged to pay, for land and rent, or how are lease removes. The township's right to land is intimated by land for the entire municipality, and for no other purpose whatever. While these necessities are defined to be by law fully explained yesterday.

Neither is in a notebook bound by a contract to pay for repairing buildings because this does not come under the legal definition of necessities; it does not come under any of the chapters.

But it has been stated that if an infant takes a lease of a house and renders it into rent, and the rent is paid above the $20, one of its rights is limited to pay in and instead of paying Debt. I am unable to say what that right is, but it is found in the returns. The $20 weight of the note is obliged to pay for the same reasons that the infant pays for sitting, but this is incorrect for it is wrong to suppose that an infant of land would have the same effects.

This called rule as to real of Thomas's land is in reality applied to the essay in rules that you can that it led that I should think it so very questionable one.

The man now determined that another. The County, and Bland himself, live in Convent, for £100, and in singing and dancing, but of lands.
Nightly was come within the term of marriage; Education and she would be bound of Stock End; Colonel was suit to the rack: So Mr. Smith had mentioned in Case of this fruit that the Law must change with times and manners.

The Gow rate in that our Infants is only come by a Contract for twenty years. That of the 24th of May last, which the Law has to do by Law, or by some damage for damages of which the Act would not bind him. Thust if an Infant is a joint-heir of a Joint in Common, and makes Partition as an equal to an heir, he is as much bound for 25 as if he were a boy.

And of such an Estate as an Estate in which he is bound to pay debts and the Estate is transmitted to his son an Infant and he pays debts, he can succeed although he be a boy, he is bound to pay the.

So if an Infant lives at Law, when he is a joint-heir to a Mortgaged estate, and the debt is paid by the Landlord to his joint he, and he makes a recognizance for paying the money, then the Landlord is bound to pay the debts and in all these cases the Court of the Session must decide.

The Law at this time, as the were only Constitution of Eq...
This case seems to be the only class in which an infant is bound at law except for necessity. An infant in equity is bound for a debt in equity and, except that he is bound to deliver six months after attaining full age to indemnify the decree for errors or frauds, to this time in equity law his day 7. The court decided that because he was an infant, but only for fraud proved on matters of error.

But as infants, they are so much bound by a decree in equity as in fact until he can show fraud or gross neglect in his maker, whether his father or uncle, the court has held that he could recover the other party, at least, the court, and the fraud: he is not allowed his day to 6 months, as when he is Deferred.

Such acts of an infant are not acts of an infant in equity but acts of the guardian, by authority, and the exercise of which he is vested with. With this, in the case of an infant, if he receive a payment and do to the bank the payment is good, and cannot be demanded because he was infant. He can act as an officer, which he was, except as to payment of his own as a father.

This case is not regularly bound but it is a statute, and the court has decided it, to put it in a
Contract was made in his infancy, he is bound

The said contract was absolutely void; for there was no consideration for such a subsequent promise.

And of the original Parol Contract, made during infancy, was voidable and a

security in writing be afterward given strictly.

But on the other hand of the

security, when one under age, the above promise made to the infant, at five age is not voiding the Parol Contract, being merged in the security by the void by the void of

demand being given. All of promise of each security issues to be affirmed by the subsequent promise, and the latter might be substituted to the bond or Note as instrumented proved and in this action the promise after five age might be relied to as a plea of infancy.

But when a promise after attaining five age, makes a promise for a Consideration.
during infancy, he is bound only to the extent of the new promise, and the old contract is not affected "pro tanto," only as the new one affects it.

The new promise is the measure of the promise. 

The infant is bound according to his capacity. Thus if an infant promises to pay £100, and at some age makes a new promise to pay £50, he is only bound to pay £50. 

So if it is payable in two years, and at that age he promises to pay in three years, he is only bound to pay in three years. Let us analyze this.

Gilbert, 2nd of Cheshire, under the First of Limitation.

When the debt is due in infancy, the infant, unless he promises after the debt is due, is not bound. If he does promise, he is only bound until the debt is due. 

This is further in accordance with the Selwyn, 141, subsequent promises, and the infant must prove that he was under age.

It has been determined in the case of Bar. 228, that the debt of an infant is void, and if it is not discharged in some manner, the infant is entitled to a Court of action.

An infant is a good party, and defending, he is not to be discharged in a manner of his own motion. 

I am next to consider what Contracts made by infants are not considered valid and here...
and here I would premise, that even Contracts in which no Subject is not bound or entitled to
some

As if further proof of this, our incline to consider the Contracts of Infants,

...which must bind them as necessarily only and...

...not void absolutely, this is more advantageous to the Infant, else, because what he obtains
...ago he may take advantage of the Contract and satisfy it, or make the pleader—

Now for the sake of example of above two, Infant enters into a Contract to purchase a

...the money to be paid at full age, etc. —

...if this Contract be only separable, no man at full age agrees to it, etc. etc. It is otherwise

...so to make Contracts and be declared

...annulled by any one. It is therefore in

...the best place at a rule of discrimination.

...Contracts of an Infant in which

...and is an absolute benefit or remuneration to

...to the Subject are only Notable — but

...otherwise where there is no advantageous benefit or remuneration to the Subject. Contracts in this

...case are absolutely void.

I have no doubt that the former part of the rule is a, which makes Contracts void

...strictly entitled; but the latter part is questionable. Under the first part of the rule
The Purposes of an Infant's Contract are: 
and where its purchase is not absolute for 
cause, supposed to be for his benefit. But surely 
even purchase cannot necessarily be beneficial 
why should it be more to their slave? And 
that for the reason assigned is not a true end 
the, as it respects the first spring of the rule, its 
could lead to the same result as the true rule.

Where this principle is laid to Rest 
Aforesaid, an Infant's purchase 
be an Executed because its is 
for his benefit. The rule is lived however save 
the reason may be.

To all this has been recently determined that 
and nature being an Infant's place to service, 1908 
the Charitable to a default is only Voidable. 

On the other hand, as to the latter branch, 12, the 10th 
of the distinction. That all Contracts which provide 165 
have no foundation of beneficial to the Infant and 310 
Said, the institute a Slave by an Infant made 337 
slave, but it is not said it said in the rule goes further. The 130. 
if a default to remove such cannot be the cause whatever 1092 
all values is it novelty. Whereat if it be an equal. 164. 731.
stable, then its is only Voidable.

But with regard to this need, that an Infant's 
only, completely or otherwise its is 1908 opinion 
in this opinion. As to this, there has never been a 
380. 380. 1800.
judicial opinion on this point. To restore
and upon the opinion and that this cannot easily be avoided
renovate and the same.

[illegible text]

But in the words of the

in the case of F. and the case of

Pardons — unequivocally defines this to be

and settled to and forgiven the debt.

This is with
to Common Law, in the case

that the infant, may leave without the

for the purpose of buying his title in

But a record, instead of opinion, is that

as infant, forfeit, and, in no case, avoid the

and the ground of the infant's being so.

false: And this amounts to a full denial

section, that a bond is not irrevocable and not void.

page 232241 if it were void any one might have advantage

of it.

As was before said and as it would be called when the determination of things invi-
nable are absolutely void. In Gen. It is certain

of more advantage to the infant as considered

this Contract may be voided and not absolutely

void. And reason assigned by Blackstone to

prove that a bond is absolutely void and that

the infant cannot set aside, new or old, under

and therefore it is void: but this part of his

defence is nugatory; that this part of his

argument depends on the assumption of a

right. It is incorrect because a child of attorney.
It is said, as in fact, the Infant could not understand the word, "factum". It is

No, it is not, said in said

Book; that a Peace Bond issued by an Infant is absolutely void on the ground that there is no

absolute breach so that the bond is not of benefit in an assurance which might be subject to

penalty, I could have no thought of the

time obtained. Now, what is the authority

was held on both sides, it was all about a

question as to what the law is. Therefore we must

proceed to consider. Whether it isvoid or Voidable.

As the Infant is a minor aurum and can avoid

the contract, which voided only his promise

cannot be affected by leaving an executor

and the void, it would be that generally a void

bad time voided the Infant without his will, and therefore

it could be of no disadvantage to have it as

under voided or voided the same as executor of

the contract to be perfectly safe and useful in

which could be absolutely void. I consider

it as advantageous to this Infant to be only

voidable.

I observe in the fact that it is

said, as the Infant could void the contract or

because it is void, the word "factum" does not

extent to a bond. But this is not

considered, as be, as it is not

because it is a good word that was constitut

may
may be plead to a Bond strictly void.

That in the second place we have the

authority of Art of Equity that a Bond

issued by, an infant, is only voidable at

will; indeed if it were to be regarded as

void, it would be impossible for a CP of

Equity to sue to perform it.

After the example yesterday given I think

there is no authority to observe that the

issue of a Bond by an infant, whose

there is no apparent breach of

duties takes on that bond are void, is very ques-
tionable, not only because it is declared Contracts

void, but that it is too indefinite, it seems an

terms, no is not supported by any principle of Law, and is its conditions to be paid.

The first branch referring to Contracts void

also may relate to Purchases and Deeds Conveys

but as to the last branch relating to "Sales"-

Conveyance, Leases and "Obligations" made by

an infant, it requires more explanation. I

leaving alone the former branch then, I add you

need to consider those Cases that come under the

latter branch of the rules, and here I conclude

that it stands on that is that any "Gifts, Grants, "Sales" Deeds, or "Obligations" made without manual

delivery, by an infant, are strictly void. it is other

wise with those that do take effect by manual

delivery.
delivery, they are also bidable. The judge is said, Exch. 10.

To deliver, or by others who do not understand.

It is difficult to lay down a rule of how
criminalized, and not Confined as formerly
rather the effect of the rule. Wells, if not therefore
to this called breach of the rule, involving the whole
Great Subjects of Law and Obligation, Particularly in Thode 1804.3
is difficult.

Thus a Testament by an Insane,
and not bid as bid or bidable, the rule is that
is bidable only because there is a renunciation
by which the Testament takes effect.

If a void of an Infants Contract to sell,

A House is delivered, and the Contract is only void
able because there is a renunciation of it:

But if he makes an executory Contract, and
and delivers land, the Contract is absolutely Void.

For there is no renunciation alone.

But the question here seems what is the
principle on which this — distinction is
founded? I think that it is unfounded that
some of our Books give the reason of this dis-
tinction. I believe it founded upon this, viz.
Where the Contract does not take effect in mass
and deliver. the other party, supposes, unless the
Infant 'tree,' and this is regarded in the law.
as nothing, he may convey it by power where there is no needed delivery. It is otherwise, he cannot convey it by this act. So it changes its very property of the thing, and so object must.

Said 1814, and as such this act applied. This is the only

Concerns with the probable reason, and there is a little technical

New words that take effect in this.

Now the words "by delivery" are an essential part of

doing 1814, the words "by delivery," are an essential part of

The rule, "by delivery," makes a difference between a

Substood 1860. Be it which conveys an interest, and that which

only delineates a power. Thus is 1860 by 1860

made by 1860, and 1860, so a release is only possible

because they take effect only by delivery.

But on the other hand a power of attorney

executed by an Infant is said, to this effect.

was taken effect within the meaning of the

rule, "by delivery." it is only 1860 to
gather of a power, and 1860 passing of an interest.

There is no 1860 subject to this latter rule

and this is the Case mentioned yesterday.

Where a power of attorney is said to be

3d 1818. Indeed of 1818. this is only 1818 because

the power is not to the subject of the rule.

It has a semblance of being fitted to the 1818

I would here observe that 1860, since

the difference, believe there that convey and

interests, and there which to under without, now

are as deliver to the 1860, this said of discrimination

but gives no reason to be divided.
That after the rules laid down by Lord Mansfield in the case in Deere and Haddon that laid down in "Pettiford" it is to today that this rule is general. We must establish some principles, and the Law appears to me to be counsel to us the unity of these two rules think I have good grounds to believe, one of them being of benefit to the law and all cases rendered whether the contract in question is valid or voidable.

But after the whole this law under this head seems to be included under the first branch of the first great rule of yesterday and the second great rule of today. I do feel obliged to consider the latter branch of the first rule to be said.

The consequence of all these distinctions is that when the infant is only voidable the courts within this first to be. The void law to void. Needs to be. The point can be said that they are void will void them. They are void. If they do not take effect by delivery they are absolutely void. But Lord Mansfield qualified the first branch of the rule by saying that if a child voided 130.

When void where considering the contracts only voidable would be injured to the infant and for that reason it might be considered void. The interest of the infant not only voided but also the contract which would absolutely void. So, it took effect by manual delivery.
There is no particular example, and that one
Aside: in which a Contract is said to be invalid, or where delivery was declared void. In the
Example: case of the Parisian who contracted with
3 Feb. 1719
5 yr. £. £ to supply some large
She agreed to advanced knowledge how much it would
take, and to the heads of the heads that of
Come took effect from delay, but it was intended
in great alarm. The cause was that it would take
much it would take that she did not. The
This was the Contract declared void, and determined that
Enquiries and Balley would be.

I can afford another case in which a
Contract is said, - Suppose a Bankrupt's indent
agrees an indent, and agrees with him for
the time to refund upon the Bankrupt for payment
She of the Contract was very kindness he would
have to bring there, one to take to expense, and
Good before he could recover - but if it is ab-
olutely void, he might go and take the House,
whenever the Crowns and time,

When the (privilege) cannot be supported without
the Contract's taking effect by means of delivery
be considered absolutely void, it is to be considered
that, otherwise it would be invalid only, Notable

The Contracts of a sort it have treated except

that of a Crown there are Contracts executed, and
with regard to them, executed by Ignatius
They are not now receivable. To the March 6th, 1773,
second of March, to exchange, so a single bill, of the
given by an infant, are only receivable to the 10th of
This is considered most beneficial to the infant.
where this is refused there is no controversy.
And upon this ground a contract by an
infant to subdivide his or her possession with
the same.

The distinction between a contract void
and one merely voidable, is very important as to
its consequences. I hinted at this before, but now
come to speak of it more particularly.

If a contract is absolutely void, either party
may take advantage of it. And so may a third
person whose interests are affected by it. Thus an
unauthorized conveyance to third parties may be
void. All of these are fraudulent. Con
beyond B. For the purpose of deceiving
C. But a contract is only voidable, no
advantage can be taken of it. But it may, if
the third party or his representatives from whom it derives
That is voidable equally with

As a voidable conveyance it is to
read: Entitled to the estate, and that there is
advantage of it. It is the original party, and the
power of blood is the original party, and the
80
17. 245.
Another distinction between an able and
handsome, or that a handsomely act may be satisfied
by an infant, after the attains full age, and this
satisfaction may be either express or implied.

It is implied when after full age the acts
under the contract continue the benefit of
its, that whereas a minor is mayor to an infant
and after the attains full age he continues to
then and pay rent, this is an implied contract
to. So also if he make a bond and receive
that after full age.

And here it may be laid down as a general,
rule that any act done by him after full age,
cannot be satisfied, if it is a mistake, nothing can

On the other hand a contract absolutely
made now be satisfied, if it is a mistake, nothing can

All cases of infancy the re-
consideration might be done on the old Consideration,
because they will be argued in a new Contract or
in one (handsome)
There is a distinction between the time a child can avoid a Necessity to Contract

An action cannot be brought for recovery by an infant if he would avoid the contract by means to its invalidation, nor after this is a judicial Consequence by means of which this is to be avoided, if by "frail of error". This cannot be brought before the attains full age: and the second is that he must be tried by instruction of the judge, and as the Consequences be recorded to be annulled, no answerable age shall pass. The infant cannot void the Consequence after he attains full age.

With regard to Consequences in Debt, no such rule exists. Dued is by its nature Dued, and if called to account for a debt, he must either before or after he attains a full age: this is not Consequence. The same is held with regard to Necessity and the law the Consequence cannot be avoided until after he attains full age: because his avoiding it before full age would be indecent and unlawful.

The rule is the same as to a claim for years: he can avoid it merely after he attains full age, which are several eminent opinions.

Cont'd
afford to bind. But this is not the rule as settled by Lord Hardwicke. Manufacturers and
merchants, as well as others, are liable to be sued in Equity, and as such, they must defend their
actions. In the case of infants, it is to be understood that the bonds of
affection which bind them to the Court of Equity, the Court of Equity, and the
Court of Equity.

Under the head of Contracts, there remains

an action regarded as 'in Equity.'

Marriage settlements and agreements made by infants with creditors of parents, or guardians,
are considered cases coming into Equity, and they are decided in the Court of Equity. With Equity, the
agreements of the Court, if it believes that
agreements could be enforced in Equity, they
must be enforced "in toto," unconditionally, and
this might be injurious to the infant, but it is different in Equity. There it may be enforced
provisionally, according to the exigencies of the

Bank. It may be acted by Bank authority,
Board's Act. 417. Court of Equity can enforce these Contracts.

For the sake of simplicity, I observe that the Court of Equity is,
Grants 164, a Court of Equity, and as such, it
can enforce agreements. Thus it has been so,
yielding 104, determined that the interests of an infant
in a money loan were bound by an agree-
ment entered into with her husband, for
making...
making an Marriage Settlement.

Against the certain, I state that a
demease infant may be her right of Dowry. But if
or by purchase under a Marriage Settlement, as in
whole is right of Dowry, and that the

In case only of her issue, providing husband was
aw this case must go with evidence of Dowry.

As whether to make infant coheiress
himself, in the same manner a female can

do (as by Marriage Settlement, is said to that
blameful, not to be willed, 4th. Chr. 100. 8. 411.
be evidence at the issue to new settled. It has
been said to that others as eldest male should have
a Beard and River and with consent of Parents
mead as a settlement in Consideration of other
rights, as from his Wife, that he was bound by it.
And there is a good Deal of controversy on that sub-
ject and no is difficult to pronounce. To

As her land shown by Mackinfield:

That of a female Infant Find in Lee, Cons
cut on marriage, in consideration of suffi-
cient Settlement and with Council of Parents. to
grant this to her Husband she is bound by this
Covenant. But Lord Berkeley, which this to
be Land also Woodland and Cool. So to the
issue as laid down by Mackinfield, to be in 

Covenant, I add where the issue is not to be Considered
as Land.
The any estate it has there always agreed that such

3:18:150

contains must have been dealt before the

marriage.

But what it may be the opinion

2:8:133

as it is stated in last power to bind his estate.

1:7:150

so before he cannot. I leave a case when a state

4:1:179

infant upon marriage with an infant previous

ly to the marriage covenants to carry my two

3:18:123

God to certain uses, he is bound by his

and cannot claim the use of such estate.

And further, in more of the case with the

agreement made by the infant he can fund

though its appears to the Cts. that the agree-

ment was fair and reasonable and to God,

without it is no an equitable consideration.

If an infant capable of making a Will

became the personal property for the payment of

3:18:230

Debt the Cts. is bound in Equity to pay them.

4:18:234

also the infant himself could not have been

3:18:127

compelled to pay them, this again is a rule

5:18:127

of Equity. It is hard an infant make a bargain

1:18:127

of a county it was allowed to be paid. So it was

1:18:127

to be performed more expeditiously. When the object

of die is to do justice for the decision is that a

more shown to jusd. before he is generous.

I have observed in a former practice that an

infant's capable may be ratified to law after it

is attain'd.
What power an infant may execute.

By a power is here understood a delegated authority. The enquiry is what delegated authorities an infant may execute?

As a general rule he could execute a general power, over real estate, for the mere purpose of rent 364.

This is the idea in the case of discretion. Thus if a minor should devise his property to an infant to do with it as he pleased, he could not revoke that power, or lack of discretion.

But an infant may execute a power, so he has no interest of his own, created after 18-14.

The power is special, and requires a discretion that 352.

to be exercised. And the infant is no ward in fact. He has no interest to be affected and made discretion. E.g. A power to make gifts to an infant to convey any property and subject to any fund, and such as was mentioned in re Collector, as it points out the manner.
and as the act is to be read he may as well execute it as any other Power, a

But an Infant cannot execute a Power and his own judgement, because if he could do this, he might avoid the disability the Law imposes upon him, so he said before.

I would here take the opportunity of advising all the

10th. that in leaving Care is Athen, the 10th. the

22d. that an Infant had never been allowed to execute a Power over a Great Estate. He cannot by mere suit to Give Power.

And the 'surer already, gives it follow that

21d. as Infants where estates be not affected by the

of those given their may execute as Power over their

of such estate to be discharged.

The may execute a Great Power. and

4th. any Power provided he is old enough to-

21d. according Power, provided by M'Killops this is

25th. the right to be reasonable and Consistent. (The Infant

may a Power of Power, provided by M'Killops at 17 or

some day at 16.)

And where an Infant who was forced for

22d. to Power to make a Jointure in possession

of their Power Commanded to make a Settlement on

4th. for his parent's estate it was instead good this

years.
What Office an Infant may execute.

To a Pet. into an Infant may hold a
Ministerial Office which requires only oath and
oath, but he cannot be a Judge.

Thus, he may hold the Office of Sheriff of a Town.
The Sheriff, Deputy Sheriff, and those Offices
are ministerial and not judicial.

The reason assigned why he may hold a ministerial Office is, that if he be incapable of
being 

The reason assigned why he may hold a ministerial Office is, that if he be incapable of

Bec or an Office according to the principles of the
Constitution, may be as State, if there is an
Office devoted before the Infant, and he is incapable of executing it, he may have it done by
Deputy.

And to convey the Gto. Pet. to be
that an Infant can execute as if he were
able, then he can be executed by Deputy. This is
injurious to the reason given for not holding a
ministerial Office. And to confer the right to
an office devoted before an Infant of the State,
if the Gto. Pet. execute it by Deputy, the Connc
and Court do it all.

It is difficult to say
what the Law of God may be on this sub-
ject; there is no instance of its being done.
...and Infant has held an Office. We have no
suits that are transmissible, and it is otherwise,
in England, third there are Suits which are
transmissible. Now I would presume that
our Case was intended to be an Infant be a
Sheriff at the Sheriff's Office may be executed by
Defendants. I believe we have not the care to
show that can be executed by Defendant.

The 2d Cond. Said an Infant be an
Attorney, and the second assigned to that he
may hold the Book of Office, and he be a
2d Case. 120 jurors Grand as Justice. Whether the reason is a kind
2 is a Child. The I mean ask, and what then
may be the reason, he certainly can't as an At-
torney or Juror.

3d. To 2d. An Infant executing such an Office as
120, he may hold in charge his official acts.
In 3d. to 3d. 200 said of Court is as liable for neglect and do-
shall be performing his duty as an Adult.
that an Infant shall be liable to for an escape.

The rule is upon a principle derived from
the which regulates his Conduct, four of the
2d, and Office for his care, date under the
government; he must on the other hand be led-
ble for a present discharge, and answerable for
as breads of only, for the providing save. That
much with regard to the other, he may execute.
There are now distinctions to be observed between the performance and non-performance of conditions annexed to his estate.

We will first enquire how an infant is affected by a non-performance of the conditions annexed to his estate. Any such condition as an infant is regularly bound to as an adult. Any such condition is specified in the instrument creating the estate. § 100, 44, or 48. If there be infant's goods, an estate, 2 Nov. 353, to which there is an adult condition annexed 2 Nov. 353, involving a forfeiture, he forfeits the estate by Dec. 343; and non-performance of such goods would bind the infant. The infant is bound, and if he does not pay the goods, he is liable to forfeit his goods. 3 Nov. 29.

There is an exception to this rule: that is, where the condition imposes a penalty, distinct from the loss of the estate. Here the infant is not bound to pay the extra penalty. 1 Nov. 43, to forfeit the penalty the infant can believe 2 Nov. 200, as well as an adult. Whereas in the estate he may be bound 2 Nov. 43, benefited. The part of the condition imposing a penalty is void, as if no non-payment had ever taken place. So he is to forfeit the estate and £1000, here he is not bound to pay the £1000. 2 Nov.
3d. Infants that are Complain'd of the Goods are to be only of the civil suits.

This distinction relates to express Conditions that are also implied Conditions. Lord Coke, remarks that 'third implied Conditions are either found to arise from the Confession of Offense or found as part of the Confession. The first found as part of the Confession are annexed to some Office. The second found as part of the Confession are annexed to Estates.'

8 Co. 42, 6; 1 Inst. 233. Need of the facts which are regularly annexed to Offices or Estates of Lands for Newpo.

There is a distinction to be observed on the Goods by the Ecclesiastics as distinctions implied by the Sale. The proof is where a Statute gives a recovery agist the General for Wards or other Seamen's Cases in the Prerogative.
True, but an infant is bound by its own act. Stat. 304.
for Want 350 of the infant's fault. Whether voluntary, 178a. 54
or不慎, the State of New York gives an act. The right to recover not only the thing wasted, but
also treble damages.

I would here observe that by the Corp Law
there is no forfeiture for committing Waste, the
recovery is against the owner by way of only —
What the State Law gives merely an action.
Not recovery in an action for damages. The
notwithstanding of an inferred condition, the infant
is not bound by a breach of the inferred condition.

Now in England there are certain statutes in,
Mortmain, where that make alienation in Title.
And if an infant alienes in Mortmain here, and forfeits the Estate, but it is otherwise with
as Bunt.

There is no reason assigned for this.
Later rule that I can find, I would say it may
be this: in the former Case where the State gives
a right of action for Waste to recover the Estate,
It is not sufficiently backed away. But revert to the
Grantor. But in the later Case where the State
does the Lord may enter, the State does not so 
aggressively take away the Estate.

Perhaps the reason is that in the later Case
so wants less vested by mere implication, and the
earlier will not allow these rights to be affected by
implication.
Infants are also bound by the Law of Limitations without they are expressly excepted. The Law of Limitation as in this has been held to extend to infants too, so that there is almost always a saving. Because as to infants' friends, guardians, persons of good memory, &c.,

And if an infant's estate or estate is saved, one is due for the infant within the time prescribed by the Law of Limitation; the having a right to sue, the infant is barred in the suit. The exception notwithstanding, this requires explanation. It must be understood that the suit must be brought in the infant's own name, it is not to be understood that the right is in the infant, and suit must be brought in his name; the object of the suit being to guard against neglect to sue within the time. But good faith neglected the infant be are liable over to the infant.

Versus the above joined consider.

Now which manner Infants are to sue and be sued.

Those already bound of Infants, Rogers v. Bailey, here I shall treat of first, means for enforcing their rights and performing

1st Where Evidences hang an Infant

may sue or being injured. 2:35
By the ancient Civil Law, an Infant can only act as a party in a suit by a Guardian ad litem, and not by himself. This is also the rule of equity in suits of a similar nature. But in cases of necessity, the infant is allowed to act in his own right, even if he is under the age of majority. The cases in which this is allowed are few, and are generally those in which the infant is placed in a perilous situation, and it is necessary to act in his own behalf.
and his must not be by "Prescribed any," if the Court lets it not be by "Prescribed any," he must be "Prescribed any," for it is not unjust, for that is to say, that a Court should decide where the Guardian might Correct a breach of trust and violate his rights.

2. Where the fact is false, a false, and the Guardian the Committee to the Court, and if it is false, he must not appear for the infant. He must be "Prescribed any." The words "not be," "not be," "not appear" for the infant, and "not appear" for the infant, the infant cannot do at all, for the Guardian can appear and put an end to it.

3. The infant may be by his next friend, where he has no Guardian. You have might access to Care, where the infant might of office before a Guardian is appointed.

4. Where an infant having a legal guardian is in legal language, charged from birth.

In all other cases it takes to be, must be, by his Guardian only, according to some opinion, as an infant may not, and may be, in a Guardian, by "Prescribed any," which is as Correct at his own hand and his own execution without
and it seems to me unreasonable, for that the
Guardians, powes or taken away, and any ind. 15th Nov
dividends might be in suit. Calling them to under-stand.
Presuming any. 

Note if the Law puts all the law on the 8th
Infants estates under a person appointed for
his capability, and integrity, and yet allows any
other to do. It is Contradictory.

These rules relate to Infants in general,
but of Husband and Wife too. This being an
Infant only the case will appear by Guardians alone.
I have to say though he was appointed as Attorney
for both, she has nothing to do. the Husband
is considered as Guardian over her.

When an Infant dies Infants the
Guardian is considered liable for Estate and is 16th May 72
compel to give security for them; the rule is 8th 2
the same as to Prescribed Army. If cases are
not paid, proceedings are to be had against the
Guardian as the. He was in this Lord name.

But I would here observe that the Guar-
dian do not mean to say the Guardian of
this Estate; his disbursements are to be allowed
after settlement of this account out of the
Infants Estate. There is no opinion that the
Infant is to be held in the first instance. This
opinion was opposed to mine after it was
before Lord King; and this is in the last cited.

[Signature]
This Suffolk is not to bound by Act 3. and 4. Geo. 53. the part is analogous to the Court Sanpere.

The Suffolk was not originally liable to costs, the last of Clarendon fields gave thereof. But at the

18th of Dec. 130

the Suffolk was last originally liable for costs, the

18th of Dec. 130

he was liable to assessment. But also Clarendon

Act 26. which was a statute made for costs. I said the

this part to be done down by Lord King, that the

infant is never liable for costs. Nis. of Cen.

28th of Dec. 1377.

an act on the 29th an Infant Puff, the judgment in

Said 1393. unanimous. So is erased.

Section 8.

I observed that according to the context,

opinion as Suffolk puff is not liable to costs but an infant puff is always liable for costs in the

19th of Dec. 1317.

In Suffolk, the infant puff is liable to costs, but in

Richard 1.

Because where an infant puff is placed, is supposed

on the sever to manage his affairs to his Guardian

on his behalf, to do the same, the Puff, to

Judge, is in personal age and infallible puff he is always

to be in fault. Such cases generally

and, to wit, his Guardian does not assist him,

It is also certified in England to the Great

Act 3. 34.

Now as proved at, to be committed by the Ch.

20th 1790.

to assist, as by a Writs out of Chyf. The subject

20th 232

of the rule is to prevent the Infant interest,

25th 236

in that manner, by the English to adhere that

3. 1328

from being committed to injurious hands. As

I applaud on the, by the English to adhere that

be committed to persons by the Courts.
And the rule in this country as well as in England is that any one may bring as such as a friend into the court, may be carrying as much as he or she may bring without the consent of the infant, as he is Con. 10, 2, 1755, and therefore if the infant is incapable of giving his consent, he cannot be charged with the wrong done to him. Thus if he be at fault in his own conduct, and dealt with by his managers, the infant is bound to respect his right of recovery.

The result of the law is that any one may be sued for an infant, but it does not apply to the case of a minister who is well acquainted with the infant and is held to be responsible for the infant's acts. The act of 28 Geo. 3, 114, provides that if an infant and adult are jointly in business, the adult may be sued for the commission of fraud, and the infant's acts are to be taken into consideration. Also, the infant's acts are to be taken into consideration. A.B.D., Case No. 27, 18.
and why the being an Infant must appear by Guardian. This has two Husband & Wife duty and Business. I have had some doubts about this rule but I could find it any where revised.

Supposing this rule to be Law and duty, so as that it is perhaps a reason between the Case and where they sit & by whom a Wife also being an Infant & Wife, the reason where she finds is not as plain as why he cannot appoint a Guardian for both. So that an Infant, if no Guardian is appointed or found by Guardian, and the Child must appoint a Guardian for him. "Farewell, and he is called to Guardian. A child, and this appointment is usually, if the Infant is of the right together to appoint the Child. That the Child is an Infant and may a Guardian to be appointed, this Guardian to be by some Attorney to the Child.

But if the Infant has no Gee. Guardian appointed, if any 1854, the Old Court Appoints a Written Guardian. "A Stilts 288."
When an infant having a Guardian, it
land, the proof shoud be only two ages. The
infant out also apt the Guardian, that is today.
The Sheriff is to summon the Guardian to aid and
defend the said. And once prior to summar
may the Guardian be added, not about the
Guardian and practiced. But it is generally
charged one hand, by which hand is given to
the said Guardian to apply and allow.

He is a judge of Condemnats and one
selected 38 and confirmed that it should be as its is in
223rd 218, and practiced and is presumed it is to the England

An Infant when due at the end of
seven, is judged as an adult. It is erroneous.
And erred in this case is an error in fact, not in
the original record. The result of error is to
Which it is Condemned, so is Condemned. Some of
the Books read it one way and some the other.
This usually in the saving of the said CD who judged
the original judge.

As also if one action be not agr. and
ought without building the Guardian and judge,
and without being official the Guardian and judge, it is erroneous.

Rexy 118 to say as it first. If agr. Lund when the address
by Attorney as Riff. to a said it is erroneous. To
fortify. X. and be to consider when he is
Riff. As to the Case of an Infant. Riff. add
in this Attorney and judge, 10 agr. Lund. E.
But it is erroneous, as in the Case and so at Cow. Oct. 10, 1841.

The English Sect. 21. If it be wrong for him it is good. It is more inadmissible of good and wrong.

To an Infant done with an Adult as

years by another and the damages so given

are the same, and though it is erroneous and it

was to lay Cow. Oct. 10, 1841.

the good and wrong and as to the Adult.

I think it is more to say that it is good

as to the Adult. I do not think it is erroneous as to the Infant. But the Adult is privileged. Four cases, but

good as to the Adult.

The rule is derived from analogy more than from any principle has
down on the reason of law and of the subject.

And to the point that says, the erroneous Cow.

Not as involved in Park v.

The in Cow. It has been determined that

where good, and good done to the Infant as

an innocent the infant damages are given.

But it is only said as to the Infant but good

as to the Adult. I do not think that

why this is not so just as to the Infant.

The action is to

 asynchronous each is limited for the acts of all.

In Cow. It has been determined that

where good, and good done to the Infant as

an innocent the infant damages are given.

But it is only said as to the Infant but good

as to the Adult. I do not think that

why this is not so just as to the Infant.

The action is to

asynchronous each is limited for the acts of all.
The whole might have been rescued at the
right time and no Complaint. But this
rule of ours is contrary to the Sacred Law
of England by an Act and an Infanta
accomplished in laying aside it is erroneous, or to the
Legal 3735 Infanta only for the interest of the two distinct
Case in 1138, the right of the name of a fault is merely
310* - 1340 a Common Affair and to be more
decided language, it is a false, executed by the matter
of record this fault within the law. But if there
an Infanta and an Adult join in Composition the
fault is known the said Infanta is not

My further what I had to say respecting the
matter of Infanta having and being said.

And next to Consider

How far the Case regards Infanta "in
Nothing vote more" which respects this subject
the said has undergone considerable change of
late year.

Infanta and voted for vote more
are to every purpose considered "id est". The said
Ribbons, 130th for all purposes, they are now considered "id
also, as to every purpose to which they formerly
were used.

The Killing of an Aboral Child is
also now considered as Murders but as a great
Ribbons, 190th intended, of some Misdeme. By misprision
17th in 1218. This meant the highest sorts of Misdeme
that is the limited Space of Misdeme.
which is to be understood at any thing short of Felony.

But if an unborn Infant receive a mortal wound in the womb, and is born alive, but dies of the wound within a year and a day from the time of the injury, it is to be regarded as if it had been wounded when the circumstances attending its injury are such as would constitute the death of a living person.

The unborn Infant may also inherit an Estate from an ancestor. On the death of the ancestor, the Estate reverts to the posthumous child. If it is defective, it may be defeated whenever a posthumous child is born. Thus, where an Estate reverts in a Daughter on the death of a Daughter, it was defeated by the birth of a posthumous Son.

So also the Law is now settled. Such an Infant may take by Devise or Legacy, as he may be either a Devisee or Legatee. It was formerly doubted whether the Estate would take by Devise, the Law being under consideration, and for the history of that rule see Tindal, Devident.

But we see that when the Estate reverts to the Infant in Venture for more than a year after the death of an ancestor, it can be defeated. Thus, if an Infant were born to a man who survived the

[Further text not fully legible]
will be necessary to enquire in Courts who are illegitimate and who are made legitimate because their rights and duties are different when referred to these two Classes.

1. Those who are legitimate and who are illegitimate in Pradesh, according to the definition given, a legitimate Child is one born in lawful wedlock, and within a convenient time after birth.

This definition however is not perfectly complete; it amounts to this, that a child born in lawful wedlock is legitimate. But it is not true universally that a Child born in lawful wedlock is legitimate. The id. Young and legitimate. But as a matter of fact a Child may be illegitimate the child is born in lawful wedlock.

An illegitimate Child is defined to be one illegitimate born and of lawful wedlock. In other words one not legitimate and born during wedlock.

The definition is incomplete for it allows the parents to marry before the birth of the Child, and the Father to die before the birth. This Child is legitimate. Also many cases with the definition of illegitimate. Born born in lawful wedlock. The definition I would give would be that an illegitimate Child is one neither legitimate nor born during lawful wedlock.
Weacke, as born within a Conception time afterward. The child indeed the Child's issue for which they were not married at the time of Conception nor the Husband died before birth. This Child was not legitimated and born in lawful wedlock and yet he is considered legitimate, and yet he might be born as the definition of illegitimate.

Accordingly as other proofs of illegitimacy was admitted where the Child was born during law and wedlock but such as rendered legitimacy absolutely impossible.

To such to prove it one of two ways

1st either by proving the incapability of youth

2nd or second by physical impossibility.

As to the mode of proving bastardy the only mode under the statute was the absence of the Husband after quickness ward from the time of Conception to the birth.

She is only considered legitimate if she were both in the realm. If if the Wife were not found id as Dunglow for 10 yrs old it is not considered legitimate.

Now the Consequence of that said was that if a Husband was able to be said 484. yea the Hand for any length of time, and so 1st Part 484. "d time. Before the Birth of the Child, the Child was not illegitimate but as 481.
Child and Considered legitimate!!!

As to the mode of proving illegitimacy.

We have no rule in Conn, that a child must be proved as if born there, or that was born abroad or related in England. For this reason we can use the proofs otherwise it may be done in any other way besides extra judicial proof. Without proving that the husband was absent abroad the fact that the wife had the child, or other proof in the same way that any thing could be proved to satisfy the jury.

Again, illegitimacy can not be proved by other evidence than was formerly admitted. E.g., an inquiry may now be made liberally into any fact that will prove the illegitimacy or remove the doubt.

Thus far I have heard the rule as to how to prove illegitimacy. But I have long after this cause, heard more or less realized, or other evidence was admitted to prove the case of illegitimacy, but now are approved in forgery. But of both these evidences may not be admitted to prove if, it is not and be proved on any other which shall not by whatever means contribute to remove or substantiate the charge. Thus if the legitimacy is questioned where the father was abroad, proof that the alleged child was with X.
Opus 484. with any other person is admissible. So also Opus 394. proof that the child is illegitimate or may be just the same name of another person. Or if the eldest of the sons or the wife of the third person is admissible.

Now you will perceive after comparing all the rules that I have laid down that there is a remarkable resolution. The ancient rule being that nothing but absolute physical impotency could be admitted now it does not amount to be proved impotency may not be presumed. But for as to legitimacy it is not to be illegitimate.

The effect of a marriage null and "ab initio" is illegitimate. So also if after a child is born the parties are divorced. A divorce made it is required the child is illegitimate, for the fourth at 41. reason is always when some cause that the marriage unlawful and null "ab initio." If such the marriage was null and void as the parents were divorced for cause before marriage which rendered it unlawful in both then that cause the issue is illegitimate.

But the legality of a marriage void ab initio has never been called into question except during the lives of the parties. The rules imposed on an ecclesiastical frame the proceeding in the Ecclesiastical Ops was considered.
consider'd as Hypothetical and "Post Scriptum"

When the case is found to remain that children are begotten after the death of either of the parents it's proper this clearly amounts to this that the legality of a marriage could be called in question after the death of either party. First suppose that the child was born in adultery while the wife there was no adultery Marriage

A child begotten and born after the death of either parent is termed "illegitimate" and then it is proved to be illegal in point of fact. The illegitimate child sometimes in both the presumptions is such if it is illegitimate it can be proved that the law will support the husband and wife conformable to the sentence of Sup. Ct. 249 section which must be proved. But if the law 328 separate voluntarily the issue should be tried at Rep. 1239 legitimate into the contrary he proved the law will support except unless the negative be proved.

It may be proved legitimate or illegitimate. When the question as to legitimacy depends on mere proof the wife is not permitted to prove more than the issue may be entirely disinterested. This is not founded on the ordinary rules of testimony be on decency and therefore no difficulty. and yet the wife has been admitted to prove her own incompetency from the necessity of the case. 94
as no other person should be found, but he is otherwise as to now appear. In case he should
be a different man, and therefore the wife shall not be permitted after marriage to
remarry, say that they had no connection.

I would remark by this way that since the times of Dr. Coke, the law has been so
special regard to marriage, and is will now proceed accordingly. "Coutts versus Brown."

Upon such a case the wife is a good
witness, to prove the time of the birth, or else
Coutts versus Young, to do is the husband—either of them,
as the case may be and as witness to prove
the birth or the fact of marriage.

And even the declaration of parents of
these left times, the act of Dr. Coke to the Bishop,
being good and based before or after marriage,
may be utilized in evidence after this fact,
because they being dead cannot prove it themselves.
The Credit of such declarations are
imputed if it must be left to the law to pass
so this is used in establishing the fact.

And an act in Ch. 30, by either of the pastors
in the former case leading to take the time
when the child was born. As good evidence.
"To also read tradition. Common report."
... as certain it is as family Bible, an indenture.

... no specific time is given. The claim to be a child of the family was based on the belief of the family history. The legitimacy of the claim was further supported by the fact that the child was born in England.

By the Civil and Canon Law of Rome, a child born before marriage, is not considered legitimate. The recognition of a child as legitimate is a legal process.

The definition of a legitimate child requires it to be "born within marriage," in a confident period after marriage. This is supported by the Bible. The Bible states that the child is legitimate, much like how some of the first children were born. This is confirmed by various sources of legal and Church records.

New evidence in the Confident Law mentioned in the past that the child was not illegitimate and the claim of illegitimacy of the past belongs to another period. It is as if "he invented the graving of Law." In this case, as God's Will, the Law is not to be altered. The evidence that this child was born in the year 1654 is not altered by "he invented it."

And according to some opinions of 1820.
I. Twelve months and 10 days (at 30 days it would be legitimate). But averaging 30 months it would be 2,8 days; the old rule is 28 days, or 4. Weeks.

2. In the case of presentation for bastardy, the rule is that if a child born in the usual course of gestation is legitimate, but this may be rebutted.

3. As the other hand, if a child not born in the usual course of gestation is presumed illegitimate, etc., the rule is that it may be rebutted that it was born a great length of time after the usual course in which it should be rebutted.

Thus it has been determined that a child born in 9 calendar months and 10 days and another in 9 calendar months and 30 days was legitimate under special circumstances.

There is a rule in our Books, that if a woman after the death of her first husband marries another immediately and the child is after—

4. Nature is not made by the Court of

...
It is also a note that as Francis the prede-
tor illegitimate, and the bastardized child of his first wife, 
and his second wife, that this boy only as be-
coming an illegitimate child born before the intermarriage of his parents, and the legit-
imate issue of a married couple.

A line is added before the text: "This line is blank"

And after this line: "after marriage, 5th of May 1824."

And after the text: "...after marriage; 5th of May 1824."

The text continues: "...after marriage; 5th of May 1824."
he is made of flesh to any one and except his own.

And this rules is too broad. this reason of the

case that he is "natural father." Does not Holdar

[Note: 1687 is added in pen.]

say that he is "natural father." Does not Holdar

sited 1687 to say "father" here is good and certainly other relation.

2 Beay. 88, that he is created, thus he is considered as within

[Note: 308 is added in pen.]

the statute prohibiting marriage within the

[Note: 388 is added in pen.]

comity. 2d. beaten and illegitimate cannot marry

[Note: 185 is added in pen.]

his illegitimate child. As old illegitimate or a child of the

[Note: 185 is added in pen.]

illegitimate child, the cannot marry the father.

[Note: 185 is added in pen.]

the case any near blood relation for this would be incest.

[Note: 185 is added in pen.]

the third and other upon

[Note: 185 is added in pen.]

the law recognizes the relation between parent

[Note: 185 is added in pen.]

and illegitimate children.

Now in this great mass of corrections and

[Note: 185 is added in pen.]

judges to the provisions of the last law that

[Note: 185 is added in pen.]

require the consent of parents to the validity

[Note: 185 is added in pen.]

of an infant marriage. If an illegitimate

[Note: 185 is added in pen.]

infant may marry without publication

[Note: 185 is added in pen.]

of bond or without the consent of the mother

[Note: 185 is added in pen.]

or of the father if the situation is proved this

[Note: 185 is added in pen.]

marriage is not false.

I read this law, considering that he is

[Note: 185 is added in pen.]

"Natural father" of the only and one of inheritance.

[Note: 185 is added in pen.]

Is it really laid down by ancient writers, that in

[Note: 185 is added in pen.]

this and in "natural father" because he can "natural father?"

[Note: 185 is added in pen.]

It is found that this reason is found

[Note: 185 is added in pen.]

"natural" says he is granted. "Natural father, be-

cause he can't inherit."
And if the surname of the mother or illegitimate child has not been given by Inhabitance, then he may acquire one by reputation, but the same Rhoads, if he is otherwise not to legitimate children, they take the name of their parents.

And if the surname acquired by the relation can only be acquired by Continuance of 5 years, he can not acquire a name by being called by it with the reputed son of John Rhoads. (p. 18)

But this reputation must be continued for 5 years before he can be said to acquire his surname of John Rhoads.

And having acquired a surname by reputation, he may make a purchaser of Land. (p. 18)

Therefore in Pennsylvania, a purchaser may be made by him. Whether the description is to A B or to A B, or to "A B" at 10, 12, or 10, the son of John Rhoads, and this reputed name, from the date of 1838?

The description is good, thus after he has an 5, (p. 18)

quired by reputation, the name of Rhoads, to a Deed to Thomas Rhoads, son of John Rhoads, he may take.

That an illegitimate child can never take under such a description as this:

"Eye to the house of John Rhoads," the wood being the reason is that the word "eye" is synonymous to the word "head of the body," and an illegitimate cannot.
take as head to any one. I think there is nothing
The word "head" in legal effects is
The word "branch" is synonymous to "head of the body." It is used
of explanation, and an illegitimate child taken
as head of the body. "Head" as "head and "head
of the body" are sometimes used as words of
it should not be considered.

An illegitimate was acquired a surname
only by continuance of time. Hence it is said
that if a child is conceived to the "eldest
born son of Stiles Stiles"—whether legitimate or
illegitimate—it having some bond at the time
and he afterwards bears one that is illegitimate.
It is said he does take, because it takes the
name of Stiles, and is it not
known whether he was with the bond it is said the
contingency is too remote. or in the language of
the law, "repotential remittititum."

It is said known that if such a tenant,
was not made to the eldest son of "Jane
Stiles," whether legitimate or illegitimate, and the
afterwards has an illegitimate one, it will come
for his benefit, for he acquires the reputation by
being born of "Jane Stiles," and is so recognized
after his birth.

Both branches of this distinction
are
Seem questionable, and it is hard to ascertain whether either of these is due to the first limitation to the unborn unbore son of Jef, whether legitimate or illegitimate, as to the first limitation to the unborn unbore son of Jacob Selle. Whether legitimate or illegitimate, its may take effect.

Now if uncertainty of proof is the reason why

remains indubitable if that be the only reason, there is no more reason, than to be sure he may take a limitation to hand through the adopted, as the uncertainty of proof do not exist. It does

remains indubitable whether both are with a remuneration too remote or condition. But I think there are other reasons. Justice Blackstone, says that the truth itself is too remote, to support such a limitation. Wharf of and toward its exceptions, the day he will leave it to the learned preachers to decide; there are so many authorities on both sides, it must therefore, be settled by the greater number of authorities.

I am inclined to think the true rule is, that a limitation to the unborn illegitimate child, whether it be that the father is adopting is valid.

I think the law of England adverse to any future provided for illegitimate children. The French thinks it just as humane, and therefore their such a limitation. Causes are the offsprings, on the principles of the Common Law.
As illegitimate Child Can have no heirs except of his own body, all other heirs must be traced.

3. To an ancestred. An illegitimate has no ancestors.

4. 31st, as no ancestor is no found where read entitled.

Another consequence of this almand, that a Bastard is entitled entured in that heir entitled
meekly as the parties where he was born. Legitimate children are entitled with their parents. He is otherwise as to illegitimate for

they first require any derivacent. Settlements, they derivacent settlements are in the nature of inheritance. Derivation is always between present and children.

If shall the father of an illegitimate. lives in the parish of A. the child lives in B. and the child is born in C. the parish of B. is his to the place of settlement.

And in each of these the child for the sake of nature must live with the mother. In her parish, yet the parish in which he was born must not at the expense of its support.

in the parish in which the mother lives, the duty of the parish is secondary the parents in the first place must do what it is able to do. You are not to understand that the child is to be

taken away from its mother immediately. It remains with...
with her mother 7 years old

But the said is Gen., that the Child must be brought to the parish where it was born, yet there is no exception to that rule. 

The Child is born in a parish and there is any found in the Mother or in the parish to send it away, the Child will be sent back to the parish where the Mother Settlement is; thus are all the page 340. children of the Poor. And a Woman, after all, in every parish another Parish to have her Child, the Child is to be substantial where the event from, as it was Task 1731. as found in the Parish. So also in the Act done 1745.

And where a Mother goes, says, to bring & has a Child, out of the parish, the Parish of settlement with her, because otherwise it could do giving effect to an act in violation of public Law.

The rule that an illegitimate Child, cannot inherit from its Parents is the same in Court, as in England. With one exception. We have no State. She has several times been united with an illegitimate Child, but it has never had. 

The Child taken from her Mother, but it has never been judicially married, I take the rule that in the page 341. of Tenor, no title, to be the same except in this:

one particular. If under the law of Court, the Settlements of the Mother is of course the Settlements of the Child; the marriage is another, but it has been lived with. This has been no State, but only a rule of our Court.

The only
The duty of parents towards their bastard child now requires consideration by itself. This duty consists chiefly in their obligations to maintain their bastard child. The English law does not extend the same protection to bastard children as to legitimate children. However, bastard children are recognized between parents and illegitimate children in their duties towards each other, just as to some natural duties, it is.

Our law is the same as to that regard only as the English law. In both, as in England, the father is charged with the duty to support the child. But the mode of enforcing it is different. We have a fixed rule of evidence different from the English law. To prove bastardy in Court here, it is necessary to give in evidence that given to the mother as well as to the father; it is not merely given to the father. The only evidence given in England is to the parents. The mode of proof existing in Court is that the mother is authorized to make complaint to a magistrate. Stating whom father is, the father is, he issues a warrant to have the father apprehended; to take him in person. The party complained of in this way before the magistrate, who acts as a Ct of inquisition. Finding no issue, does not find him guilty or not guilty, but merely uncertain whether the issue is in

[...]
It is proposed that it is reasonable to find the
man out; this is altogether a startling proof of the
truth, and the matter put to the strictest test. If the
jury do not believe the Magistrate and finds that the
accused had a hand to hold them over
in hand, he finds him guilty with sufficient surety.

And the rule to regulate the direction of
the Magistrate is that he must be held over,
_283_
namely: the change in the ground, the
shall vary if or not.

sometimes, as that the he has evidently been
_said_ to be guilty of lying, as is contradictory to the theory.

as this case is his duty to discharge the party,
whether it is his duty to bind him over or to appear
at the next County Court.

On the general head
the Magistrate is allowed to testify from the

The erroneous proof of the
Magistrate is termed a "false thesis.

The false of the proof is examined but the object
is clear that he will support the State.

The Journals are a very great error in the
case of the treated of the County, generally, that
the Magistrate should make both before the Court,
but that is a mere error; it is not so.

The evidence of the Magistrate is not conclusive, but
it is prima facie evidence of the truth, that
the Magistrate is allowed to testify from the

The general inconstancy so that he can ask
of what the matter is to be, he has the same opportunity
of attacking the character of


He did.
This is also allowed to testify. Our Lord having put such a tremendous power in the hands of the Woman, it is an indispensable duty that she being examined upon oath, be put to the discovery of the truth in the time of her travail, in the execution of the laws. She must have two witnesses and a Constant in the accusation.

Most 10 of the same individual. There are requirements.

Blackfrith 10th December, the rights of the State. If a person is found guilty of such a crime as he had at the commencement, there must then be a supplement that she was afterwards 'put to the discovery of the truth in the time of her travail.'

But the one fact of the discovery in the time of travail, does not take away the rights to prosecute for the Town. The Town must confine itself to the discovery and should not lose their rights. The care that they have neglected God may assist them. It is otherwise with such a matter and accusation. The case of the Town. Is the case of such a person. If he is not the one who must do it in the time of travail. This distinction is very important between the Essex and the Towns.

If a trial before the County Court, the country is found guilty, the judgment is not that he pay a fine of 20 d. but that he find 100 d. for the slander as judged against him and also of necessaries that he paid to the forms.
Food or pecunia where such child is born freed from charge for its maintenance and the said
ask may commute to pecunia such debts. That
until he paid two ducats for the chape. Then 18th
in England is called an act of situation.
The damages occasioned to our quarter are
usually estimated by what it would take to help
feed the child for 10 years. For the recovery of
these damages execution issues quarterly, which
will be for 10 parts of the damages during the
term of 10 years and if the child dies before the
time the subsequent executions are stayed.
If the sum paid should exceed the damages
allowed he is chargeable for the excess and
when any one of the quarterly executions are to be
paid upon application to the court they will
put this order in:
To the child be made, Schedule I.
born at the rising of the sun to which that party July 23rd 1813
is bound to keep; the bond is to be continued
to the two years, and the ok may pay as a pre
servoir of his bond, which he may do for the
coming to the child is born, but the
now that perhaps the child may never be born 1813.

It is a rule of the English Law as well as
of ours and that if the attached did so many
of their actio that the party bound he is discharged
By the recognizance taken by the
Magistrates, the party is to appear at the C of
the suit at the time, and State the cause and
reason of their appearance.

We have a Statute that the court
may proceed. Can he be had a year after
the suit? The court may proceed. In the last part of the damage is not to be
paid, by a year at the rate of the deed, and the
Chancellor, in one year, the party shall have the
value of the land allowed. But the Statute of
Limitations is to be thus understood in the case
that if the deeds were for one year from the time
the last quarterly payment becomes due.

The deed was not to conclude the select men of the Town may prosecute in this
suit on behalf. The order in both cases is that the
party give security to save the Town harmless.
The Town reserves merely for indemnity to do and
themselves harmless. And if the Town after due
notice and due suit, the select men of the Town may proceed on the suit.
The proceedings in to prevent collision between the
father and mother. And if a person to do
not find security for the quarterly payment, he
give security to the Town to and their
harmless. He is committed to prison as a Crim
inal. So is a rule of Evidence in gear
edency of the kind that what the mother has
written.
of whom before the magistrates is good evidence after the death. It may happen that the same 373 die before final Justi. This rule of Evidence in the same in England.

The has bred made a question in Court whether in a 7o or 8o sentence by the seelsh now the mother is bound to consent to the Father it? It has been said that the Court not be forced to 120, as it would show her own crime; but in this Court a law is made for her crime is already known. It is see 146. 11. 12. A jury and has been determine what repaid Court, and of the seelsh now she is Confessable to day who the Father is.

It has also breed made a question whether in the mother in a preparatory to herself is com possible to answer questions a she has ever concent and in that it has been determined that she must. She is the Perceptor and she is the Mother to be considered kind and if she has voluntary the must answer the questions put to her.

The die in Court originally was asked is by the C and not by the Jury. I think he would be entitled to a Jury if he so act, claim it, but the ipno joined is universally bid by the C. It has also been determined that Depositions in writing are admissible in Trials of this kind. The 1556 of Truro Criminal 1850.
it has been thus settled that the
proceeding

is in form Criminal; yet its object is Civil.

And yet the proceeding is to be considered Synthetic: one that it comes within our Statute

for it forbids an appeal, this is an anomalous Case.

Our OI have established that for the

sake of committing Depositions, the Proceeding is to be Considered Civil. (For avoiding to lose

practise Depositions in writing, can be committed in no other but a Civil Case.) But for the

sake of forbidding an appeal the Proceeding is to be Considered Criminal.

The reciprocal Rights and Duties of

Parents and legitimate Children.

The Duties of Parents towards legitimate

Children, consist in three particular "Vis"


The Duty of maintenance is said to be founded

on Nature, said that consists chiefly in

providing the Children with Necessaries.

The obligation of Parents to support their

infant Children, when they are able to support

the same as well as their own. For an infant in

Judge of Law is never able to support himself.

This.
This duty is imposed on England by Sect. 148 of 13 & 14 Geo. 2
Elizabeth and is one by a Stat. of our own. 16 Geo. 2

And this obligation extends as well to Grand
parents as Parents. It is not indeed to absolutely
unconditional in Grand Parents as Parents, but 13 & 14 Geo. 2
in Cases of necessity it is binding. And in neither Sect. 148
Case does this duty cease with the Infancy of the Sect. 149.
Child. So by both Sects any Children that are
"good or innocent or are not to the want
of understanding, lego or informity to support
themselves. Shall be supported by their Parents
and Grand Parents. if of ability. Our Sect.
I mean to have been learnt so from the 423 of
Elizabeth.

But Parents and Grand Parents are
not bound to support them with Children or
Grand Children. if they are able by labour or
other means to support themselves: if they are
not able to do it themselves. the duty re-
maines. And Infants is always of course in Rome,
and unable to support himself. But as to
an able to do it the question is always, after it is
able to do it for himself? 2.

And upon the other hand the same obli-
gations are imposed the Children and Grand-
Children to do that their Parents and Grand-
Parents did. when they are unable to do it for themselves.
as the Children or Grand-Children are able to do, and to support them. Why should a Parent or Grand-
Parent, when able, be unable to support themselves, and the Children in the first place, or the Grand-Children in the second, are able, they are bound to support them with their property.

In England also, the 43rd of Eliz., 26th, Children are to support their Parents or Grand-Parents, but as Grand-Parents are not mentioned, the duty does not seem to be considered precisely: this being opinion is that they are
not bound to support their Grand-Parents.

There are two Acts in England, one makes it the duty of Parents to support their Children, and the other makes it the duty of Grand-Parents to support their Grand-Children. Here either of them are Parties to the other Party for support, and the other Party is sufficient ability. The other makes it the duty of Grand-Parents, in Case of the inability of the Parents to support their Grand-Children, when they are Parties and they nothing about the Grand-Children supporting their Grand-Parents. And seems their that this obligation on the part of the Grand-Children is not binding, they are not bound to support their Grand-Parents.

It will be discovered from the facts now laid down, that the obligation of Founders, one of 20 of the Writ in England, to support them.

Pauling.
Prayers is very secondary, the principal one is on Parents and Grand Parents and Children and Grand Children if they are able. But if there be no such relations as by Law are bound to Support them, or if the head of all relations who are able to Support them, the Parish or Town must Support them, in no Case is the public Charged, but where the Prayers have no relations able to Support them.

But the Grand parents and Parents are to Support their Grand Children and Children yet the Parents are first bound, there is no obligations on Grand Parents to Support their Paws for Grand Children till the Parents are unable that to do so the other Lord Children are to Support their Parents in the Sixth place of above if able of not else than the Grand Children. The next line ad their is bound in the Sixth place.

If a Man marry a Woman that has Child from a former Husband it is an opinion in Court that there Children being Meros are to be supported by the Chief Father and he is entitled to their services, as long as he supports them in white Meros. But I think this is not Dearth.

2 Sib. 1054.
25 Rep. 119.
3 Harr. 1061.

England without any qualifications, that the Second Husband is not bound to Support his Wife Children by a former Husband - because D. 1830.
This is a handwritten page from a book, discussing the responsibilities of husbands towards their wives and children. The text is difficult to read due to the handwriting style and ink smudging. However, it appears to be discussing legal or ethical obligations of husbands to support their families. The text is partially legible and requires careful reading to understand the full context.

The page contains several references to page numbers and dates, which are not clearly legible. It seems to be part of a larger discussion on marital and familial responsibilities in a legal or moral context.

The text is written in a script style, typical of handwritten documents from the 18th or 19th century. The ink is dark, and the page shows signs of wear, indicating it may be an old or historical manuscript.
Back the men who calculate on supporting the
Parents they only became parents at old en-
tertained and as the degree of supporting them one
is constantly growing heavier. As the care
would of itself much it might possibly page 197
lead to domestic disturbances, and tend to dis
tray their tranquility.

It is also agreed that a man is under
called to support his own Wife after a Divorce
or removal to those which seems to indicate that
he must support her, if not divorced. This seems
to be just that the man support the own Wife Sept 1883.
For he is bound to protect the Son, if it is
accustomed to support himself and the Son and
his Wife cannot be ought not to be separated.

There is no difference in case that if I find no
more laid down to enable us to said so he
must be at the expense of support it is this.
Whether a provision must be substituted by the Distress
Parent or the Child? - It is contended that of
them must do it. It seems to me that both of
the must contribute equally. This makes no power
where the relations are no equal to see
If find no case or the price.

As to be observed that the only 2 the Father
would the Child was not called to deny a
Parent the privilege of discarding his Child.

298
The way perfectly our inheritor shown the pleases while he is living the want of support his infant Child and if he is able. But it is otherwise as to a subscribing them. The certain way a strange of all his effects as he pleases.

There is little danger of this need for a Pauper upon his death and would scarcely be inherited as they without good reason. and it is impossible to leave this power away from a Pauper to leave his property by Will to whom he pleases without creating such every provision of law upon the subject.

St. Chon. 384.
F. 265, 2. End
1. Chon. 4289

We have one particular that providing that a minor dies without leaving a Will and who is unable to support herself and has no relatives bound by law to support her the Collector relations are bound to support her. The Estate is their number is bound for her support.

The mode of enforcing this duty of Ministers and Child are generally is said of either in England as well as in Ireland.

But there is a difference to extend support our Adult Children it is and the manner of supporting them. In Ireland the mode is established by a deed of our own.

If minors are mentioned as minor Child in a will or the will is left to us the Father for the value.
But when the obligation is to support or assist perish; it is done by application in the form of a petition to the County, or where the party, if 90 lives, it cannot be supported at home. The 2d. 1681 express, could not be distributed. It must become in the sound of a petition, and this Or unless their residence as act as City.

This application may be made by any of the relative mentioned in the Stat. Parents, Kinder of Grand, or Great Parents. Children or Grand Children only the Select men of the Town to attach the wanted being.

On this unmade all the parties who are bound are bound before the Prince and expenses is distributed among them according to their respective abilities, as soon, as inquiry is made as to what they got out of the estate originally, and finally the ultimate forms - St. and 383. rig is for the CH after applying their propositions to take laid from each is security that they will abide by and perform the desired, and if he not acquitted with 2d. 1284

Lecture 12

I come now to consider the second head, viz. Protection. The duty of protecting Children is founded in Natural Law. That the duty thus prescribed can hardly be said to be cognized as enforced by any municipal Law.
A Father ought to be compelled to provide and defend his child from outrages & to from the nature of the case. But a protection by the Parent is permitted by the Manuscript Law. Thus a Parent is permitted to cohabit with Child in a Law suit without incurring the guilt of mainaining

Maintained is as offered ag' to public justice encouraging acts and incentives by helping to bear the expenses of th' deed. And this permission between Parent and Child is specific especially as a Parent may maintain a Child in a Law suit to "lived torta">

A Parent may also justify an Assault and Battery in defence of the Persons of his Children, and do "vice versa".

But as the Law rather permits than enjoins the protection there are very few rules in the Books to be found on this subject.

3. In the third place. Parents are bound to provide for their Children so far as to Education, as this is said to be our duty as is a natural one.

There is no provision in England to enforce this duty except that poor children when past this age of nurturance are taken out of the hands of their parents by the State for & being given to poor Children, and are placed in such as may render them able to earn their
endeavor station of the greatest advantages to the Commonwealth, and that a Child is not to be sent beyond the Seas, either to prevent its good education in England or to enter into any private College, or to be instructed persuaded or strengthened in the Popish Religion.

There are all the more spending on the Parents by, Cornold, in the nature of the Case it is one that this is hard to ensure by any municipal regulations, etc., it is left to the feelings of the parent, it is very seldom that Parents will not educate their Children in any Civice County, there is no great mixture of those who are born in England the Core does not enforce this, or the two Statute Here mentioned.

For Children that go further, it provides that all Bishops of Certain Churches shall by themselves or their Vicars and instead or others to be taught and instructed all such of Core 1563. Children as are under third Core, and Government Section 1 according to their abilities to read the English tongue well, and to know the Lord's Ait, have Offences, and if unable to do so much, at least to learn them some Short without Calculus without books. So as to be able to answer such questions and also be prepared to answer and of such Calculus. (Now guard what)  

of Calculus is this, and only answer VOG
There is one provision more important to be made, that is the select men of the town shall find three Persons or Masters aggins to the business of the aforesaid coloured men and women, to see that they are well dressed, clothed, and furnished with such things as shall be suitable to their employment and service.

The duties of children to their parents, consist in obeying them and being subject to them. But in infancy, to support them if of ability, when they become 70 years old to support them when necessary, the duty prescribed is merely permitted and enjoined.

I have found it necessary to consider the duties of Parents and Children and have to consider the rights and powers of Parents over their Children.

An Infant is subject by Law to the Guise of Controld of the Parent. and the duty of the Parent is to maintain, and educate his Child, so he cannot have a right to enfranchise the Child, nor can the right be transferred from this duty. And he may lawfully
Concerning Child in a reasonable manner.

For breach of duty when under age.

Yet the Common Law of England allows a Parent only to correct a Child in a reasonable manner. To commit his children, and to sit only, this is for the benefit of the Community. But if the Parent greatly abuses the Child or the Community is endangered, as shown from the malicious motives. The Child may sue as a co-will of defendant and Breach of age. Saved by the Poor Child's Act. I don't know of an instance which this has been done but as to breach of Duty from the preceding ruling a Child may have this action.

But the authority of the Parent being of common discretion, the Child is liable for some slight offenses, rendering the Process limited. Therefore, as in the case, this weight of family Government. For the authority of the Parent. He must have been guilty of atrocious Conduct, a great change of the rule, and a bad motive.

How for a father is liable in the event of killing his Child, in Common Law of Homicide. Well, I will only use Gen. as a word, probably.

That of a Father kills a Child it may come under one of the three Classes of Homicide, according to the circumstances of the case.
The process of guardianship in the present may be delegated by him to a Master, but the Master cannot delegate it to another. The Master is required to keep an "in loco Parentis" and may, like the Court, amend and arrest and bind the Court and delegate his power. Thus he has an authority to delegate to him who has been transferred to him who was his.
But the law required the profits arising from the child's services to be paid to the child as if he were of age.

And so, if a minor child is entitled to all the property he acquires otherwise than by his labour or personal service, that is precisely what an infant is at present. But as the scene of a Deed or a Legacy is left to find,

But as the child of the father is entitled to the child's labour, or whatever he may acquire by labour, because the child is the servant of the father and if the child were a man, with or without the consent of the father, the father may compel the infant to pay the amount thereof. And these are rights of the father to the goods of the child, following the principle that the father is entitled to an account of the gross dividend earned, and the child, or another injured or infant, child, to an account of the dividends of the child.

But I must have drawn your attention that this action cannot arise out of the relation of parent and child, as such, but if the child is a master, servant, in the same manner as if the action arose from personal service or labour wherein occurs at Major's infancy, the child is relieved from the parent's service. And after this point is past, the father may maintain an action at law, for anyone who enters away his minor child, or the minors hands of his service.
And since I would observe that if an infant is injured in his person or property, &c. Corporeal harm, the action is to be by his parents, but the consequent damages by the loss of service are to be recovered in an action brought by the father. The parents may sue in a 'prescribed form of action'

And if in a case of a person in jury done to a minor child, the parent has in

Friday, 25th, March 1871, carried any actual expense as for instance the co-

And as the same principle of Parent,

Page 317.

And other the same principles of Parent,

And other the same principles of Parent,

And other the same principles of Parent,

And other the same principles of Parent,
the above, I do understand in the action on Dec. 18, 
where said actions for being caused, and granted 
with what? I believe the above is thus far, 
correct.

And in the action as in the former
one of assault,battery, any answer the Court Friday, is 
may issue being the decision of the defendant. As Dec. 18, 
may be recovered of the defendant said of the,
ground of damages

But the the only different
is indeed the gift of the action. As is by pro-
ounced the principal ground of the damages.
The and recover be enormous, and with
the Court has not met the said notice, it may
not lie 5 Cents or perhaps one Cent less. The
aggravated circumstances attaching the Case are
what may be considered the cause of the damages.

Thus I am incorporated in this rule. The rule
is in other times the said, as in other one should
not in another, but in a word should reacting,
but not the jury would find great damage
get the the corporal injury, one paid care in
a reasonable nothing paid in the insult offered.
I think the action is founded on the right found
at that this is not an anomalous Case.

I request then in the trespass that the
is not the ground of damages, that Ingram be,
afford the family and the injury done to the female
herself.
Firstly, are the just grounds of damage. No, the ground of action is nominal. It is not accepted 15 S. 108, that the damage should be on account of the cost of labour. Where an action was brought for 3 W. 1. 10, charging a Daughter 20 years old, it was alleged she was not a minor.

Now it is perfectly clear that an action will lie for rendering a young child who never was of any service to the father. A Daughter of a Peer of England, is not supposed to do any work for her father, on the contrary is a privilege, as 17. 58, she is an expense and acts as a benefit. This is at all times must be actual service. If it there be no to raising, or to in her Father's Crown Court once as much. But its need not be alleged that a minor child is of service.

If one that holds of service is not the fund, what ground of damage, is evident from this. The quantum of the damage is in a great 15 S. 108, Daughter: if her character for Charity was bad. But if the injury done to the family is less, if she was proved to have been very negligent, the Father can only recover nominal damages, and it can be proved that she had Commissary with others it could mitigate the damages.

So as to where the mischief has happened this. 11d.
this indentured Servant of the Father himself, he can
in God, answer both manner damages, and as the
Case may be come to it also. Inasmuch is so loud (Rev. 3:41
to the letter). Thus where a Father, encouraged in
acquaintances which he knew was infallible and
would tend to the destruction of his Daughter, he
ought to preserve, for in that Case the Father is
condemned as the false and weak object of the Family.

Also in the action of Crime, Cor, the
Master can enforce, with Remissions or destroy (Ps. 16:8)
the power of damages.

Those observed that where the Female is
a minor Child, it must not be proved that she
actually served the Parch. it is not sufficient that the (Ps. 13:5)
lie in the Family, that is true saved by Lord O. 233
Hence, without limiting its omission only,
that I take that note, it may be said in "Father"
not to consider as where the Child is a Minor.

This is not the case with an Adult, it is
definitely necessary to prove some actual,
acts or Omissions of service so that the may be
Considered by the Father. When a minor Child-
Comes of age, the obligation passes to the Father
but if the Continue is in the Capacity of assistance,
the Father still has the Continueovahed.

The age of the Daughter is not mentioned.
of the law acting as servant to the parent. Hence an act has been maintained for one who was 23 years of age and another who was 30 years.

It is said that a daughter is under age, she is considered as servant to her father, and if the latter does not wish to serve her without wages or to be sued by her she is not under the Contours to her Father for wages, she owes nothing, and is, the wages are the cost. The person from whom the money comes from whom the wages may maintain an action. There is indeed in this Digest p. 145 that he maintained this action. The daughter must be present in the father's house at the time of the injury done and he cites the 3 Park. 1878. But the present support is not to be paid.

And again, in this Digest p. 195 states that in Ireland it is true that the daughter must be a minor. It is astonishing to understand any mean could make such a blunder as in the same case another does in the same case method to insufficient any other judge in England find any such thing. The case in the 3 Park. 1878 gives no ground or foundation for either of these assertions.
...he is not however that, when a Former Child - Pr Rep. 53... evolv'd with an aunt, she only maintain an action of this kind as the was "in her parents"... 

...New ic. in action of this kind the Daughter is a Conjoint Widow? The action is brought by the Father for loss of services. She has no into 3M day 18, by in the event of the suits therefore she is a Conjoint Widow.

I do not know how it happens that in England the form of the action in this case has always been Trespass, and not Trespass on the Case. I cannot Conceive how this could be if a man 1. eats my wheat. So that there is a 3M 18. but Palling Committee, no. the 1st. action is entitled to a 3M 18. action for the 40 years' rent, any remedy is 2E Rep. 4, twenty Trespass on the Case. And the action of Pr Rep. 53 Trespass on the Case is best. Where there is no 0. - 246. found, or where the damage are Consequent. 2M Rep. 1788 but Trespass except in this case has always been suits for. I think the Father's action in Trespass on the Case. is in principle. I proceed in Bunting and Pallett, 's. New Rep. a very bad opinion. which of them the 3M 18. 153. I am ready to observe that. It specifies our opinion. And the Judge Bullen says nearly the same thing.

...where the Dft. has illegally entered...
The P iff, for no fault of injury. Theorem continued.

Said the P iff may sue head in Freskab. to lay the
action 202, particular injury. So then I declared he shall agree
Qu. 642, instead of the former or as proof of consequential
damage, or recover in full. This I say vpon
a matter that if proper it is found of prejudice.

The established practice in England is to bring
Freskab in both cases. I observed that I could
not tell how the action could be Freskab in the
former case, because there is no hulph.

Where there was actual unlawful commission, this
 certainly was the form of action and as this was
the form where he entered the house without due
cause the form was continued, I apprehend, when
he was licensed. The, where defendant was traced,
the action might be Freskab on the oath of
ever one of the breach of the warrant is merely the
indictment to the oath of service.

Where the P iff, due for Freskab, was unlawful
by breaking and entering the house, and Laos.
If the defendant is again an aggravation of it
and the Defendant loves that he had permission to
enter, that will defeat the action. Freskab for
housebreaking will not lie. Licensed to enter
will be a bar to the action if plead but C an't
be gained in evidence under the Gen. Cruz.

If for example the Defend entered the P iff house
as look this warrant, and he brings an action.
The, it seems to me extraordinary how it can be made a question whether a father will lie for taking away his infant child from his father's hand, to keep it in the care of a servant. I think the case is subject to which the artificial rules of law can never doubt. A certain, it will lie. If this be the case, a right to command his child to do his will and to have his custody of him, the certain thing is a right to a remedy, and consideration. Converse to give a remedy. In humanity, they can.

360. The law in England it was since stated that no one, 380. The law would lie for taking away the mind of a free and competent to do it, except for one of the 384. If the younger child can, was doubtful, they formed 384. The rule for taking away the free and heir 384. And the law of sheriffs. I think the rules will lie, without alleging a right of service in court, or without a court of service.

The authority of the said law seven the child accord the age of 11 years, which is the 1563, period of life, and above 100 years, and no person 1563, and enfranchised by reason of age, of direction.

It is said in Brown's Code Law, that the father and such a power over his child to it, this must be when the father and is living it is not intended to embrace this case of a person, who certainly has a personal condition.
oversaw Childen). And so attached may prove her Childen while the Husband is alive. And I suppose the theory of the Law would say it was with the part of the Husband, That this rule amounts to very little. For in the first place it applies to a Husband who is dead; and in the second place she is allowed to be what she will, to do as she is disposed by the part of the Husband.

Now this rule taken with the qualification these annexed to it is a very proper one: the rule merely from the Father. Paramount authority, which is necessary in a family, the Father may Command at the Father may Countermand. Third case be no fact there as a Republican Government is a family. It must be a Monarchy. It is not indicative of that principle in the case of a division in Sentiments one must yield, and the Husband must have the Paramount authority.

These were the rules to lay down then. (For a Plant is looked for the care of his own Children.)

1st A Father is looked for his Children, by his minor Children in the same manner that a Master is looked for the care of his Servants. (as he told Master and Servants.)

For minor Children are his Servants. For

2nd He is no otherwise looked for than.

Contrary.
Contrary to what is contained in the Law, the master is liable for the servants' actions, as they are agents of the master. The master is bound to pay the wages of the servants, and is responsible for any unpaid wages. If the master does not provide for the necessities of the servants, the master is liable for the servants' necessities.

There is another exception made in the Law regarding children. If a minor child is allowed to contract, it is allowed by the parent, but in most cases, it is found in Christian Law that minors are not allowed to contract.

In certain cases, under the Law, the master is liable to pay fines, inflicted on the master's behalf. These fines are for neglecting to do their duty, such as keeping the highways clean, and for neglect of doing what is required by the Statute, not by the Common Law.

I was about to consider the different kinds of guardians and their rights and duties. I will first proceed to that which is set forth in the Law in which there is more confusion in the English Books than this.

Mr. Bourgeois and his Notes on Cooke's Littleton has...
has made a pretty considerable Diversification in our knowledge about the care that we need. I shall therefore prefer to keep very frequently. A Guardian is a

1. The Child under the Guardianship of a Person or Executors, is called a Ward. In England, the Guardian has the charge of the Ward, but this is to be exercised with an explanation. The Person, and Executors, of the Ward must be under some Guardian, but they may be under different Guardians. Sometimes, when the Person is under one and the Executors under another Guardian...

And here I would observe that the manner in which it is said down in Bloom, is not to misunderstand. He says that the Guardian by the English Law, supervises the five books of the Tutor, and Curator, of the Roman Law. the former of whom had the charge of the maintenance and education of the child, the latter the care of his Heredity, or according to the language of the Act of 1671, the Tutor was the Commander of the Person, and the Curator the Committee of the Estate, or the three were two distinct Officers, in England yet frequently. When you are in the Civil Law, the English C.D., need not be different from the Civil Law in practice,
...There are Guardians by Common Law, by Statute, and by Custom. I will not enter into a discussion of the different kinds of Guardians, by Common Law, which are of usual... 

The first is what is called Guardianship in

The second kind is called Guardianship by Nature, i.e., when the person is minors, the natural mother is Guardian, unless, according to some Books, it is confined to

...But the Father shall have, or any other person may have, no other interest than what was given to Common Law be Guarded by Nature. The Father has the first right, he may exclude any other, the Mother has the second right, and so on the order of stock. If there be two ancestors of equal rank, as when the Child is heir appropos to both, the Grandparents, priority in succession gives them the rights of the Guardianship. There is one more word about the nature of

...This kind of Guardianship extends to the person only, not to the Estate. There is a provision for Administration and Continuing till the Ward attains the age of

...21 years. It only binds the Ward to...
appeared at Corne Law, set to the younger Children as it was pointed out whether it was extend to or
him presuming, Guardianship by Nature extends only to this Person. But I must grow in saying
and such usage, misuse, misuse, misuse, that I observe that it extends only to the Person: by this you are not to
consider that Guardianship extends not extend to the
Creeds; it may be in the sound of person. Again when it is said that the Father can only be Guardians to his,
their appointment, it is not to be understood that he can be Guardians over his younger Children for he may be
under another Species of Guardianship. — I have observed in Corne that all the Children are their age
parents, and therefore the Father according to the said limitation of the rule is Natural Guardian to them all, 1763, 88, 112.
The Father in England has ever many of inference 89 note, and others in being Guardian by appointment or
Statutory Guardianship, and so the 17th of Child, B. —
Year for the Power of the neighbouring States,
authority for the appointment of Statutory Guardians
I know, but we have no such Statute here. —
That the, at Corne Law the Father or other are
set to be the Natural Guardian only to the
Child appointed yet in England he is stated natural
Guardian to all his Children, but here it is not meant
what he is Guardian by Corne Law to it by the Law of that 88 to 12
Nature, as he seems to be the most proper one, so
that which third is more appointed the Chancellor with little
in the Father, and in case of his death on the extent,
benefit of the Lord and the defunct, Acts 17, 28, 42. 

Hence, the care of the poor is particularly for the protection of the Word.

This species of guardianship renewables when the ward attains the age of 14 years. The Ward may then out the Guardian if he is presumed to have discretion to choose his own Guardian. The Guardian is bound to provide the ward when he comes of age, and to make an account of all he has been called on his behalf, or the profits of the estate, and must answer for all losses by theft, default, or neglect, but he is allowed a reasonable compensation for taking care of it. But this species of guardianship like all others may be dissolved, that's 13th by the appointment of a Testamentary Guardian, and its cause of itself at the age of 14.

The fourth and last species of guardianship, that is for Nurturing, this takes place only where there is no other. The Guardian, in this case, is the child of the ward who are not heirs of parents. It extends to third persons and not to third estates, and hence the guardianship is secured when the ward attains the age of 14 years. And this guardianship can only be received by the father or mother. No other person can be Guardian for Nurturing.

There are different species of guardianship, known at common.
There is in England Guardianship by Statute. There observe before that a father may appoint Testamentary Guardians, to all his children under the Statute. Ch. 2, § 2, Ch. 24, the way so do it either by Will or Deed, attested by two witnesses, whether he is under age or of sound mind, and this appointment he may make for all his children, or for infants, and unremarried.

And, in the end it is stated, for any period of time, before the decease. This species of Guardianship extends to the person and all the estate, and one important feature in it is that it embraces all other species of G. 20.

And this leads to all other species of G. A. 50, unless G. 20 in Ochsen is not assignable. It appears in Mr. 14, that Guardians Court apply for G. 20, for the father. And the appointment being confirmed conferenced in hand.

There is another species of Guardians occur under the Statute, but they are not named, and there are also Special Guardians by Custom, in England in different places. But they are particular exceptions and are not done under the Statute. I shall therefore go up from there.

There are also certain Species of Guardians as mentioned by ancient writers. Which I saw
The 17th is 9th by the election of the Lord's end, this again takes place where there is no guardian appointed, either by law or by the father. If any appointment of the infant's guardian is made, the court will extend to such the power to appoint, and if the infant has no legal guardian by

knights' service, or if there be no guardian in

Chancery, but this office to be held by

knights' service is abolished, I suppose he has no Lord's

interest by strange tenure, there was then to be no

Guardian by strange. If he has no Lord's interest, there was then

by strange tenure, and is about 14 years of age. Do 179, 115.

the infant has no guardian by strange. And if he is about 14 years of age, the infant has no guardian by

knights' service. As if the infant has no Lord's interest by

Guardian by strange. There was then to be no

This office is certainly of modern origin. It was first known about the year 1680, the time of the Restoration. This election is frequently made by the infant before a Judge on the

Circuit. The Law prescribes no particular form, whether it shall be by Decree or by Decree nisi

et al., Lord Baltimore at the age of 14

made his election by Decree, etc.
The age for choosing the Guardian is fixed in England to be 14 but event that was not found to be certain, for there are instances of the Child being made before and after that age. Indeed at the time of the Restoration the Child

born 1493, was usually made before 14. Mr. Justice Both

D. 496 days the age is 14 for males and females. But

Mr. Hargrave says they have chosen before 14 and when this spirit of 1770 first came into use they were it before 14. I conclude there is no age better to that the judge may suffer the Child to be made as he thinks proper.

A second species relates to the Crown and is that by appointment of the 2nd Chancellor, this is also of modern date. It seems that the

Chancellor, to gain to exercise this power, more than a Century ago, as far as can be learned it was a ground about the time of William 3d and it has been exercised without any opposition ever since. Indeed at the beginning of the

Reign of King George, the King is Guardian over— now, and over all the Infant in the kingdom, and exercises it by the Guardian, that is, the

Chancellor, and therefore the Chancellor is Guardian over all the infants, it is not to be understood that he exercises all the minute duties of a Guardian, but he has the supervision.
The may be removed for incapacity whether from intemperance or any other cause, he may be removed for his private Obscurity or any other cause, if he be a Drunkard or he may be removed for any reason in the management of the child's estate, indeed he may be removed by our Court of Probate, for any cause that is their opinion, reasonable and sufficient reason.

If an Infant is Confirmed as Guardian or Master, it is the duty of the Ct. of Probate to as point a Guardian. Where there is a Father there is no need of appointing a Guardian, the Mother may be.

If the Infant is of the age for choosing it is the duty of the Ct. of Probate to summon him to appear and choose a Guardian, but this choice does not extend the Ct. of there are any obvious objections to it, or the best effect of this, S 162 42d.

The right of the Infant is the right of nominating Do 373.

Under our Court State, the age for choosing is 14 in Mense and 13 in Decem.

If the Infant neglects or refuses to make such choice the Ct. makes an appointment of a Guardian for such infant according to their discretion.

If a male under the age for choosing is without a Guardian up 373 without a father.
The full text is not fully legible due to the condition of the document. However, it appears to discuss legal or administrative matters, possibly involving the appointment of a guardian for an infant or the probate of estates, given the context and the style of writing. The text seems to address the need for an appointed guardian and the legal implications thereof. Due to the handwriting and condition of the page, a more precise transcription is not possible.
But the Guardian is not liable to be sued by his Ward, to account while the Ward is under the Act of Probate. This Act 51 B.C. states that the Guardian may not be sued by a person Ward. If the Act does not require the Ward to account until the Ward is 16, age.

This is England or in court the Guardian is liable to account for the property of the Ward in his hands. And as to other Guardians except those in militia, are bound to account. The usual remedy for the Ward to recover against his Guardian is by a Bill in Chancery for an account. This Bill is made 16 Ann. 88, c. 9. Extensive had an action at Common Law. This 29 Geo. 3. was in Law. As of Chancery, he was of late a former D. - 667. The exclusive process of making Guardians answer. The action of account might be as cited in England or in court but the action may be as cited in Chancery.

But it is not uncommon in England for the Ct of Chancery to make the Guardians an account before the Ward attains the age. And they frequently do so annually.

In court, the usual cause is by an action of account. A Law, it being about as good a remedy as a bill in Chancery in England.
If the Ward's Estate is in danger from the
Guardian's carelessness, as stated from what
Do. 250. Cause it may arise he may be made to
account at any time, and to whatever it is
depended on a Ct. of Chancery in England or a Ct. of
Probate in Conn., the Ct. may make him liable.

In England if the Guardian is guilty of
any misconduct toward the Ward, the Ct. may
order him to obtain security, and in case he
refuses to give security, or on second
appearance is any reasonable proof to ap-
proach of misconduct, the Ct. may cause him
Do. 1090 to give security to . The Chancery
Writs 4122, 1090, 1830, 1830.

No Guardian except the Heirs of the
Ward is bound to maintain him at his own
expense; any Guardian there who is not bound
to the Ward, may apply the Ward's Estate to
maintain him. But the Owner must
maintain the Ward if they are able to
have abundant property to maintain himself.
That if the Ward has property, and the
Father is unable to maintain him, he may
obtain leave from the Ct. of Chancery in England
or Probate how to apply the Ward's property.
To his maintenance, the Ct. may order a Ct. of
Inns. of Chancery.
Now by virtue of the said authority, the Chancery makes an appointment from the names, but he never exercises this authority, when the Infant has a proper Guardian under the Act, 18 Geo. 1, 59. 10.

This authority of the Chancellor in Derby extends as well to the removal as to the appointment of Guardians of the child, a Guardian who is not qualified the way may remove and the way may remove a Testamentary Guardian for at the, a Testamentary Guardian during all other, the Chancellor as Guardian and a proper Guardian may remove him and appoint another in his place. In short the Chancellor has no such power.

A third species of Guardianship not recognized by the Court Law is that by appointment of the Ecclesiastical Ct. Which has the authority that lately has been, the Court is therefore not fully settled. The Court assume the power of appointing a Guardian for the person and for the personal Estate.

But as to this Part of it has always been done in the Courts, and lately decided as to the personal Estate, I expect the opinion of the Judges in England universally is that the Ecclesiastical Ct. has no such authority, & Office. I presume it has no other power but to appoint a Guardian as a like, which all other Ct. have.
The last species known to the Law of England is "Guardians ad Litem." A Guardian ad Litem is a person who represents a particular suit when an infant is sued, and has no Grant Guardian. Now as I observed before in Infant Difficult always appears by Guardian, and if he has had a sole appoint he cannot have one hero appointee of Guardian ad Litem, the suit (Book 33) could not go on. The point is that a Guardian-Devis is a suit, and may be appointed in any suit to alter 2/10th, to any suit in which a Guardian may be appointed in Coram is any other (the same in 2/10 of Justice of the Peace), you will observe that this appointment is a suit there is no other Guardian in England the King may be Litem to appoint a Guardian ad Litem to alter in all suits. But this is second zone.

I have now gone into the different Guardians known to the Law of England. As I would here remark that there is a variety of confusion in the Books on account of the reason of Guardianship terminating at different periods and the appointment to any made for different purposes. But it will be found that there is no incoherency in the Law.

Every Species.
Every species has its particular rights, and
pursuants and fraud examinators with the rule.
I have said so. You will find that there is a
perfect system.

So God there is no such
thing as Guardian by Chivalry, by Grace, or
as Testamentary Guardian. Because we have no-
that authority by the appointment of them.
We
have no Custody Guardians. We have none of
pointed by authority of the Chancellor toward
it is delegated to another. Or we have none
by appointment of the Chancellor, Court.

The only kinds here are Natural Guardians.
Guardians appointed by Robbery, and Guards
as "et cetera," Guardians for Nurturing in
the Commonwealth of the same. Each exist
in Cord. and I assume for the same rea-
son. Each exist in any other State in the U.S.,
it extends only to that Children who are neither
enrolled, and in this County and the Children
are theirs enrolled, and the Guardianship by
Guardians, can exist only where there is no well-
were Guardians. But here the Parents and
Guardians by Nature to all their Children
Guardianship by Nature, here extends to
all the minor Children as well to third
property as to third persons, and continued in
England until this War arrives at the age
of 18 years. The right to receive this 2-3 above 1st to 2nd,
father, or any his bonds to the Mother.
Common right but must always obtain previous permission to do it from the Court.

In England the account was with the King's Councillor and the land was protected. The Court was to have the account with the King's Councillor and the land was protected.

But a widow having married a second husband is not allowed to take from her husband's land. She can only take what she has been given by her husband.

The widow has the absolute property of this Wife on the use of it, and why should she not take it from her and she was obliged to do so as long as the necessity was refused.

Now if this necessity were here the Camer almighty to the Clarence, to take it from her and she was obliged to do it, and that the way apply their Estate to their

maintenance.
Yours for B. [missing text]

...re...any thing more than the ordinary expenses of Necessaries and Education, it shall be allowed that the Plaintiff may be allowed to take the Child's Estate for the first five years Necessaries and ordinary Education, but if the copy...very this, there for think this the

22nd May 333
2 Nov 138

Q in 233. Guardian. The Act of 34
denotes also a

3d

2d

3d

4th

5d

6th

7d

8th

9d

10th

11th

12th

13th

14th

15th

16th

...the other hand, if the Child is able to bear the expenses of an extraordinary Education, the Father is not allowed to have it repaid out of the Child's Estate, if he have a sufficient Estate.

It is provided by the Act of 34 that where the interest of an Infant Mortgage is assured by a Ct of Equity to be accounted for, it shall be shown it ought to be recovered, the Guardian is empowered to make such recovery, and he may be compelled to do it by a

...if the Plaintiff has not been Guardian appointed, the Guardian to delegate...
encompassed to do it, and may be concluded to do it as any other Guardian is. In England at 1794, Subscriber breathe to Infants themselves, may make it, &c. a valid reason and in such case. Page 228

And by our Statute, in 1794 the Guard brants, or worthy heirs to foundxants to Grants in Coroner, are fully encompassed with the of distance of such Persons as the Act of Probate & Conveyance shall now that an appeal to what proportion an occasion of the case, with the discovered Partners or Tenants as fully as the original Partners or Tenants can have done.

In England thus may be done by the Law, Statute, Chapter 3, according to the 1794 Page 228, and second that where an Infant was a minor in 1801 Act voluntarily which he may be by Law and will do, the act to be feared.

And cannot the order of the Court, or an order, or an act interfere with the Law. It is laid down in the 19th Amendment, that the Guardians or Partners may be held, and the 2nd Basset B30d. 23d, 684.

whether this is Law or the Infant is en- dowed to do it himself, or to hire an Infant in over- 000 to do a thing himself, there is no "prohibi-"
A guardian is never allowed to make an advantageous speculation for his own benefit with the property of the ward, yet this rule holds for the ward suffers no injury by the speculation. The ward's credit is reduced and his conscience with the guardian accorded to this time, that is actually due, the infant and not the guardian is allowed the benefit of this credit. He has no right to make a speculation of this kind for himself.

The guardian is confirmed in this ascd in the ward, and as far as it is that a branch will oblige him to account with the ward. This is a well-known rule that if a stranger has any interest upon any infant's estate and takes the profit, he may be compelled to account in Chy. with that infant asGuardian or Guardian. This is on account of the infant's incredibility. He is liable to incapable of acting as an adult and adult. In addition, the infant, due here in Chy as an infant away, but must bring
being Equivocal title. The Infant may Con-
dom the Stranger as he Trusted or a Striped
and due him as a Stranger, if he risks but the
cred in this great way as Contaminated it to be
And, or Incurable, and due him as only to be
may three Courted hands to make a deposing or
(book of all the great he has received.

And in this Case of the wrongs, the
Continued four years after the Infant attains
fall age, he is shown to accord with the
Infant as Guardian not only for what he rec
ceived before the attained fall age, and also for
what he received after the attained fall age, as
the wrong was committed when he was an In-
fant and it is one continued as

A Guardian having a Wards money in
his hands which he accounts with land and
allows him interest for it, unless he proves that
it could not be turned on interest, which is
difficult to do for money 600. But he leaned
on interest. And it may profess by the fact that
he has the safety leaned on in one of a good
trend to when no person would wish to take it.

And if the Guardian has money or pro-
dence property in his hands he should apply
it to discharge the Debts of the Wards as should
not allow them to run on Interest.
Now is a Guardian accused to pay a Debt with his own money and the charge interest, it if he has the estate or PERSONAL property of the Infant to do so with; for it would be the same thing as if he could not pay the Debt.

And if the Ward's Credit is in Mortgage it is the Guardians duty to apply the proceeds of the Debt to the Principal till it is paid, but if it could remove more than pay the interest I should take from it ought to be applied to the payment of the Principal of the Debt.

The Guardian has no authority to sell his Ward's money and Lands to extinguish his personal property out of the Ward's estate, selling sales and may either take the Land or remove the money from the Guardian.

This is no breach of trust in the Guardian the thing is perfect both as to himself and the Infant takes the money he is bound to recover the Land and may be compelled to do it.

If in this Case the Ward dies without executing the Estate having no election, he could not sell the Money, and Part into the Land for the election is personal and not mans in fact co to his personal rights.

The Guardian in accounting with the Ward.
Word is only bound to God to pray the principal... to the Lord. But if the Word
money was spent by the Father in the O.
be led out in a preliminary way, as to the post
in the principal funds, and the Guardian is accred
this is another way, as in an advantage
in the hands of the Judge for his own advantage. The word
the same page 268. 
edge as the other. I mention that the word
mentioned for his own advantage at the word
money. The word mentioned to a word for the
deed of the word, but not for himself. He
separates from his instructions at his own risk.

It is to the marriage of Word the Lord.
Chancellor in England exercise a power not known to any of our O. because the Chancellor exercises the power as representative of the thing. That the marriage is a marriage without consent of Guardian and any power depending, and nothing is annulling it unless Guardian gives consent. And if the Guardian gives
This consent to an equal match, which
it unites, he may divide it and pass it to the Guardian and all others depending.

You proceed from this that the consent
an authority not only encompassing through the Guardian.
Guardianship authority is actually Controversy for me. He may exercise any, if he has authority, as if there is only one, as a reception of the words being used to his disparagement. By any, see his orders to his Guardian to disallow the act to have the person of the Ward involved.

I cannot find any example where this authority has been exercised where either of the Councils, the Guardian, or the Chamber, were in any authority, the act exercised it in extreme cases. And sometimes a Guardian may be so very weak it's proper for a Guardian to take it as very high authority, but I expect it may be exercised.

According to our prayer the councils, may be bound not as podemos or any other jurisdiction, but I do not know whether this is to be binding. I am of the opinion that it is not. If this Council sues the Council, or the Chamber in any other cases, the Council has been practised. I do not know whether there was in justice done here, on no questions raised before nor of do not know.

A Guardianship of a young infant is determined by his marriage, I think that

this cannot be where theabove

the I am not certain. For this is on the point
circumstances I presumed that this has been done

51982
If a child is under the Guards of a man, and if the
was not of age he cannot be Guards or
more than the was capable of being Guards
over herself. The man can extend third
five or six in the duty to third cases where
the Guards is an Adults. Two and the
other hand a male Guardianship is not so
denned by this Marriage, in as the property
is not emancipated. His property is not freed.
Now it should be strong if the husband
not altogether emancipated. Could be Guards
broad to this Wife, while the child remains a
Ward. This fortified me in my belief — If
a Male Infallible and Adult the Con-
tinues under his Guardian — She cannot be his
Guardian.

The only remaining division of this Title,
relate to the Settlement of Infants.

Before I treat of the Law of Settlements
in England. I will consider those regulations
respecting the acquisition of original settle-
ment of persons in the ground right under
the Statute Law of Coin. The acquisition
of Settlements of this kind may be resumed to
three rules.

1. Under and Stat. any person who
is not an Inhabitant of this State, or of

any of the W.S. can gain a legal settle-
mant in any Town in this State. Where he
should come to reside unless he is admitted by
Not of the Inhabitants of such Town, or by
Consent of the Civil Authority in, and Belonging
in such Town, unless he shall be ap-
pointed to execute some public Office, this
Office may be Constable, or any thing of the kind.
This book you will perhaps declare is such
as are called Foreigners, and Citizens of the U.S.

2° No person who is an Inhabitant of
any of the U.S. (this Article shall go
in legal Settlement in any Town in this State,
where he may come to reside unless he has
been one of the foregoing enumerated in the
Section 2 preceding Article, or unless he shall have giving in his own right or title of a Real
Estate of the Value of $334. The said Estate
must be in the Town where he would gain a
Settlement. He has one privilege you will
desire more than a Foreigner; that he may
acquire a Settlement by possessing Real Estate
in said Town to the amount of $334 Daily.

3° No Inhabitant of any Town in this
State shall gain a legal Settlement in any
other Town, unless he has some one of his
inhabitants.
Annulls enumerated, in the first row above mentioned, or not. The said land or field of 500 acres, is to be made in his own right in fee of a REAR. Tullus B. Esquire of the value of $100 or thereabouts himself for the term of 5 years, and unless the same term in the Town, and paid and also this Fayer, as to the next land or person coming from one Town to reside in another and become a prisoner, is to be supported by the said cited Testator.

But there are certain other means by acquiring as Settlement known to the Land of England as well as we can

1st. A Settlement may be acquired by Birth — the person here a Child is First Born, then one to be a "prima facie" its Settlement Cast 483. By this it is meant that the place of his birth at 384 is presumed to be his Settlement into another. 385. The word is located in the province of 387. 50% of $ in England or Town of $ in Conn. This is "prima facie," his Settlement into another as shown.

Hence the place where an illegitimate Child is born is regularly the place of his Settlement. For as the place of the birth is "prima facie"—evident if follow is the 134th clause of the English Law, that they place.
The Settlement of Legitimate Children is not emancipated regularly by the Settlement of their Parents. But as it has already been observed in Case 1, p. 169, the Settlement of legitimate Children is acquired by Settlement from their Parents, and is in the same point of view called "derivative." Because the Settlement is not acquired by any act of the party himself, but is acquired by a Settlement by the Father, and is therefore called "derivative." In this Case, the Settlement of legitimate Children is not acquired by the Settlement of their Parents, but by the Settlement of the Father, and is immediately communicated to all of them, who are not emancipated, until they may be emancipated in certain cases.
This case is of a derivative settlement acquired from the mother in England to an Englishwoman. She marries a second husband, and the settlement does not follow her. Because neither the husband nor herself are bound to discharge the debts of the former, the children are under the age of 7 years, and such time they reside remaindered with the first husband. 

The case of a derivative settlement being acquired first from the father and then from the mother, proceeds from the family government and maintenance. Thus the policy of the Lord requires that the settlement of the children should follow that of the parents. To at once widow a young woman again is not bound to discharge to support her former husband and the reason for their acquiring her settlement. Cerro well as I mentioned above, they be under the age of 7 years, and such time they must remain with the first husband.

According to the law, a wife gains no settlement by living with her husband. Because she acquires no settlement without his appurtenant to himself. Our law requires that she should have remained 6 years, and have supported herself. She must have lived to be able of discharged funds. See page 289, helps in the meaning of and. And acquires no settlement in this manner.
A settlement once acquired can be lost in no other way than by acquiring a new one. For by acquiring a new settlement the grant is lost. Present Courts have two settlements at one time and more than one. Philosophy being can lead in two plans at one and the same time. We can lose it in both ways. No law was decreed more the Public can derive kind of it.

And while I am on this point I will take without delay to explain to you our Law. Now you will observe that our Judges do not need Read properly as the amount of $100. Before the man and a settlement. He may have he is partly perhaps in every Town in the State. Yet the Law have a settlement to have one Town and the same person in that Town, and when he has the qualification for a settlement in another Town. He may argue that settlement by removing there. The holding property in another Town is what may be called in Law a settlement or (DPLD) and in (DPLD) he has it but potentially not actually. The removal and settling there.

A question was here asked. If there is Chirey in Town on the beach where would be its settlement? If you mean says "McCoat" independent of State. For the Town in England State providing for each of this kind, then 60
be spoken, & must be laid to the State to which the Ship belongs.

And In cases where some circumstances arise as settlement of which the children, as when he acquires that his derivative settlement is lost. This in England & Affirms with may gain a settlement by residing with his Master, to wit our Law is different. Commonly the Law gives to a settlement by an Act precluded. The General principle of our Law and the Law of England is different.

And wherever an infant gains a settlement, he is "nato facto" emancipated, i.e., he is no longer servant of his Father. After a Child is emancipated he cannot be a servant, and afterwards is the Father's family. The Child takes the benefits of any new settlement, acquired by the Father; for he is not dependent to have in the Father's Family.

Now the emancipated, a Child may, be affected in either of four ways. viz.,

First, by attaining full age, the Father has
been settled
Horatio Dunsinane
Case 210, a Stranger. For he is emancipated,

Second, a Child under age becomes emancipated.
enfranchised by marriage, the reason is that as the child has now contracted a new relation and has incurred new duties inconsistent with his State of servitude, the child thereby no longer subject just to his father, and upon this ground it is that marriage occasions the emancipation of the infant child.

Third. The infant child may be enfranchised by acquiring a settlement of his own. The acquiring of an original settlement is vital to an emancipation, as is the case of an illegitimate person in Ireland where he acquires a settlement by Conveyance. He is enfranchised from being a servant to his father, for it would be inconsistent that he should remain a subordinate to his father, and at the same time be under the Government of his master. Illegitimate child where enfranchised can gain a settlement. So at the other hand when the moment he acquires a settlement he is enfranchised.

Fourth. The infant child may be enfranchised by acquiring any relation inconsistent with the remaining a subordinate member of his father's family. The second branch being that of marriage, ought to once and at this head, but it is always treated by itself. Thus a person enfranchised and the liberty and becoming...
A Settlement may be acquired by Marriage. Thus a woman marrying a man who has no Settlement in another Place, by the 1st Sec. 544, the Hope and Settlement is immediately conveyed to the Wife, and goes to her. This is from the same Principle as that where the Children of Settlement follow that of the Parent, when he acquires a new Settlement, they are one Family she has not forsworn the Reversion.
of Husband and Wife, she is said to Controled.

He then a Woman settled in & married 27th 1784
Husband settled in 1763, his Settlement in 1763, 1st June 3rd 1763

Bare to settle becomes Kerf and the "pro facts" later has married

Settlement

And it has formerly been received in 29 July 1744
and that of the Husband has no Settlement. 26th 1766 - 38th
Settlement of the Wife is considered during the 28th Substitution, tho. it will receive on the death of the Present Wife

Husband and this rule is not now considered as

Law. Where this rule a Was made the following "Verse"

A Woman having no settlement

Married so may with wrong

The question was the bringing

If that the had was gone ?

And so it is that the right of the settlement

if attached to the remain.

Living the Husband, but times to end

It both revived again.

Chorus of the Princes' Judges

Living the Husband, to whom read

It both revived again.

But it seems now established by late authors

that if a Husband having no Settlement seeking

Bare to settle a Wife who has paid and he does not remain in the

receiver as being in the realm or her not even with

and of a third law. The settlement is continued co.

id.
It is not suspended, as a Word of the Lord more
has solemnly. Concerning Cæcina, and in this
Case the Children are delivered with her. It is
not suspended as to her; and the legitimate Child
now have a right to it. The other Child's
arrears I had to make as the present filler.
Master and Servant
Master and Servant

by James Gould Esq.
May 1872.

A servant is one who is subject to the personal authority of another. A master is one who exercises that authority.

To constitute this relation, the authority must be personal, one subject to, and authority is such properly a servant, for it is but subjectness he said.

The authority exercised by a master is real, in virtue of a contract with the servant or his guardian, the real authority.

In Court there are 6 Kinds of Servants:
1st Slaves, 2nd Apprentices, 3rd Tenants.
Servants: 4th Daughters, 5th Agents, 6th any kind of Indians assigned and Servants.
when the head of Court.

Add 2d the 1st and 5th are unknown.

As C.S.

It has been doubted by many whether slavery was ever legalized in Court for any self. I have no doubt it has been. — J. Gould Esq.
Of the uncertainty of Slavery I am not
about to speak. I only refer it to a notion
that it is obviously immoral.

If Slavery has been required in Courts,
it must be either by Natural Law as the
CE of England, or our own local Law.

I am told to say in legal by Natural
or moral Law.

Be Careful there is no such thing as
the 1661 private slavery of our kind. But instead
the 1702. I mean a long established opinion in England
that the Lords of another Country can be.

Therefore a foreign

The 665 slave on landing in England becomes free
1702. He is protected in his rights of personal
liberty and property.

94. Here were in England, under the Feudal

89. In this kingdom, what were called Villainy that were
154. Or some to a certain degree. The rest of the

89. There is that was as a feudal slave or

89. For example when slaves were established by Statut 15 of

89. Chapter 2.

By our own local Laws a qual-
ified slavery has been legally established.
The Judge Thinks otherwise. It must
indeed be sanctioned, not only by any statute, but
either here or any which else the inhabitants,
States, Courts, or Slavery, which recognized
it as existing and unknown to the law.

There have been no judicial decisions
expressly authorizing Slavery. Each judge
have frequently expressed doubts and perplexed,
Affirmations that Slavery was Legal here.
Decisions have been given in Courts
that recognized the rights of the Master to
hold, and to transfer a Slave to

Such absolute slavery has never been
authorized in Courts. The Master has no
right to take the liberty of his Slave, and the
Delict to killing a Slave is as much
punishable as the killing of any other person.
The Master has no right to abuse his
Slave, and is liable to an action brought
against his Master.

It has always been held, in Courts
by the Judge, that the Marriage of a
Slave with Consent of his Master, without
emanicipation, on the ground that the mar-
riage state is inconsistent with a Slave.
236. 236

11 of 11 or 12th part of his Master.
12611. 7. 8236. On the same principles in the lawful
marriage of an infant he is free from the
parental control of his Parent.

s. 77. 11. 81 17
218. 11. 81. 93-4. In the second Section a Slave's
female slave, was not emancipated by
marriage with a Citizen, though it does
not appear that there was any Consent of
the Emitter.

But if a Slave received a
17. 11. 25. 25.
7. 7. 136. 7.
7. 13. 7. Freedom he was emancipated during the
19. 7. 9. 1 12.
21. 7. 9. 9-7. Condemned and if she remained her Child was
emancipated forever.

The law has also been made a difficulty,
question whether an illegitimate Child
can be a Slave by birth. While the
2186. 93-4. meaning of the English law "Partus sequitur
Nativem" obtains it may be a Slave, and if
in our Land or rather anywhere in the
domain was that the Child followed the Con-
dition of the Father, it could not be a Slave
because a bastard having Father in Con-
ddition of Law.

Slavery is now almost
totally abolished in Great Britain. The Slave
trade has been long prohibited under sever
Seven Penalties.

(Handwritten text on the page is not legible.)
8. 2. 1. 3. 7. 9. by the Act of 163. 7. but the intention of the
B. 5. 3. 3. 4. Parties must clearly appear.

All other Servants may be retained
by Parole, for this no record appears in
the Books. And the record of the different
Documents is that it appears acted by
Parole. Laid considered a much more strict kind
of Service than any other.

In England the Officers of 10. 4. 2. 6. may
be found out by the overseer of the Poor, with
the Consent of the Justices. And those to whom
they are offered are bound to take them.

We have a similar Law in Const.
except that there is no Constitution. To
bind them. Females are to serve one
and they are 10. 2. 1. and others 10. 2. 1. —

Sedum.

Apprentices are required entitled to
no wages for their Service. In there is no
proper end up to the trade of the Master to
pay them. However there is an express
Command for wages the Master must be ad
set for.

All other servants except.
are entitled to wages for their Service. If
18. 3. 4. 12. there is no express Command the Lord intends
an agreement on the part of the Master to,
To pay which the Services are reasonably worth, for which the Servants may recover an Action of Indebitatus Adbellitatis.

In England the wages of Servants in their stead is settled and the Sheriff of the County or the Collector of the same is obliged to disburse the wages of other Servants not settled by written contract.

In such cases the wages of Servants are settled by written receipt as created.

In England, by the Act of Elizabeth, the Servants may bind themselves by indentures to apprenticeship. He is liable bound by the Creda, and Consequently is subject to an action for the breach of his contract. The Servants are bound to continue to do their services and duties of an Apprentice. He is entitled to all the privileges and rights of an Apprentice.

If the Father or Guardian joins the indenture as a co-Indenter, they are bound not only to the Covenant which they sign, but also to take care of the Apprentice and perform all the duties of parents as required by law.

We have an Order to Hacker Hall by Elizabeth, a Manor and several hundred pounds by an Indenture.
The statute is cited from above as an example and is dated in the 19th century. It describes the situation where a master is discharged or arrested, he may lawfully return to serve. This is an excerpted section.

The Apprehended Court is to be in the facts of Apprehension and the Duty, or in what is called Discharge of the Offender.

In the case of the Apprehender's Mandate, it was agreed to the Judge by the Master that after [date] a parcel of merchandise by the Master he could afterwards sue and act against his Parent for breach of Contract.

But under the State law of Conn. it is provided that upon purchase, may be discharged by the County Court, but after a bond of the Master & the bond of said bond; and all of the Offender to be sued, its Parent.

The same may be done by the Revised Statutes, or Judges of the Board of England and the Offender is bound only by them.

Is a rule of the Court that a Master, being assigned over his Apprentice to another, became
because the Contract is founded on and in trust confided in hand to the ground of land personae Confirmed in that and to the extent of the estate and is therefore not assignable.

Upon this principle if a subsequent assignment is made of deficiencies of Leg 120 41, 67, 68, 69, to assign the appraiser is void.

The, be 0S an assignments is not one between the estate and appraised for 120, 68, 69, the person of assignments the Master right 120, 68, 69, is in the appraiser. Yet this is not as a Co-Done 120, 68, 69, and sealed between the appraiser and assigned to the assignee and maintained in aid of the original indenture.

So the said void not allow the estate 120, 68, 69, to pass to the appraiser abroad unless by agreements of the parties or the nature of the business requires it.

To the death of the estate the estate or Administration, say, sold the appraised and is not assigned to the known trust.

But it has been 406 in one case that the estate if found to be me and the appraiser and the sale which he was bound to cease this in not one said.
It has been a question, whether on the death of the master, the apprentice is found to furnish the apprentice with means.

So in 3820, if the master, the current of opinions have been in 3821, in favour of the punished. This rule in 3823, seems liable to be unreasonable, as the master can never be benefited from the apprentice, and has no continued interest from the

...may at any time leave and find himself to another who ought to support him.

It is not uncommon both in England and in the United States, for the parent to pay a certain amount for the expenses of the master in educating the apprentice. In the period of the apprenticeship, the master has been paid a certain sum, and the master has been paid a certain sum, as a part of the premium, which is to be paid to the master. And in one case, the master has been paid a larger sum than the other. And there was stipulated, in the bond, that

So where the master has been away, or the master, or the master, or the master, or the master, the master has been paid a certain amount of part of the premium. The same has been done. And in another case, the master has been paid a certain sum because of a discharge of the apprentice.
Justices have authority to order a bond in a case, instead of a surety. If they have paid or to discharge.

Whether the Appellant earns by his labour belongs specifically to his employer.

This rule does not apply to any other kind of service except to him. The master's remedy in the above case is by action on the Case for Damages, or by action on the wrecks for a breach of contract.

Property of any kind earned by the servant or Appellant during the period of service. The Appellant's service may be recovered by the master in any proper form of action. Such wages of labour were with or without the consent of the master.

But the master has a right only to such pecuniary as the Appellant earned by his labour. Such pecuniary coming to his descendant, deed binding to the master.

If a servant is entitled under a contract to receive such services is leased to an action on the Case for damages, page 415.
of the Servants or Servants' estates taken away
by force the Parish action against Servant,
being a instead of Trellabhaut of the old
witness action on the Care.

In England an apprenticed gains
a settlement in the Parish where he served
the last 40 days and on his Indenture.

Laid in Court is very different;

Viz. one year's of an apprentice or
any other Servants 15 years old or under
awaits his Master's Service. He is liable
to serve relief the time of his absence
after the expiration of his original time
of Service.

Lecture 3

The Third Class of Servants are Mental
Servants, or Domestic, so called because the
are employed "intra mensa"—and with
regard to them there are hardly any rules,
which do not apply equally to every other
species of Servants.

In England if the time of service is
subsequently fixed, the Service is considered
and Service for a year. We have no such rule in Engla

In England by Statut. 15 of Elizabeth
19.6.1625 the Servant can leave his Master's Service
now the Master's disposal the Servant at the
end of a year without 3 months previous notice. No law so much as in Court.

The fourth. Clerks & Secretaries are Day Servitors. There are no grievances which apply exclusively to this class. A Statute provides that those who have an evitable livelihood may be had out.

The fifth. Clerks & Secretaries are Agents. There are various kinds, all Court 1880, 427. Attorneys, one Class of Secretaries, as Factors. 1890, 457. Solicitors are masters. Those masters & their Subsidiary Attorneys, &c. there are Secretaries in such cases 297-82 may be agents. The duties of these executives are only considered as at a State of Subsidies. The master has all the same General Concerned over there as other Secretaries. With the one bound to act according to their instructions.

Every Agent is bound strictly to pursue his Commission to be faithful in under a trust but delegated to his Contractor and his own discretion, for if he deviates, he is liable for all his consequences.

A Factor is a foreign Commercial Agent.
A factor may retain the goods of his principal in his own hands to balance his accounts. But if he does not give them into the hands of a responsible person, he may require the principal to bring his account and pay for the goods delivered. If the factor has a lien on the goods, he may retain them until paid. A construction of such a provision might be that the factor held the goods in charge of the principal.

If a factor gives more or less of the time committed to him, he may be discharged.

However, the quality of the goods committed by the principal is important to the extent of the commission.
If a factor sells for less than the Com.

If a factor sells for less than her Com.

If a factor sells for less than her Com.

It is true that a factor has a right to

It is a principle of Roman

It is a principle of Roman

It is a principle of Roman

The reason given in the Books is that a

The reason given in the Books is that a

The reason given in the Books is that a

A factor may sell in his own name under

A factor may sell in his own name under

A factor may sell in his own name under

The reason given is that he has a bene

The reason given is that he has a bene

The reason given is that he has a bene

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.

The law will apply equally to... Park 408.
The action may be brought in the name of the
Principal.

The auctioneer is not liable for del- 
lying goods to the highest bidder that it before
a lower price had been tendered by the principal.

Because the act of selling is an act of sale, the

bidders, and that the highest bidder shall have then
acquired the instructions of the Principal are

inconsistent with this implied contract and

said:

Both of the Principles instruct the

Auctioneer to put them up at a Gestast

Carga 3%, seven, and no one sale to be taken

the lowest price he is liable. Here no implied con-

tract intervenes.

Attorneys have a lien on the money

and funds of their clients for their fees,

and may forbear the advance paid by the

party to the client, and if he does not

receive the money to the client, and if the cash

received by the client, and if the cash

received by the client.

The client is bound by the receipt to any third

person asked of the adverse party against the client.

If the client who executes an instrument

for his principal may find it in his prince-

It is useful, else the attorney himself only will

be bound.
The present form is not materia.

And agents each had his own free by Deed without authority given by Deed, until it was done in the presence of the Devisors.

See Stilts by Deed.

There is this diversity between Public and Private agents. Do either a Public agents contract for the Public or in their own name. I hold personally responsible, that the Public is liable.

The said restricting Public agents can make no contract without written authority; but the said restricting Public agents contracting with individuals is found in Municipal Law. The money of the persons engaged is always at the Public.

The last Class of Servants of Creditors and Debtors assigned and secured.

Thus are unknown to the Common Law. By our State a Debtor may be assigned with Corruptions or Debt. If the debt on the Commonwealth's Estate to Satisfy that Debtor. Here the Creditors demand it and the Court thinks it reasonable.

The assignment is usually made to the Creditors, but may be to any inhabitant of the State. The power of the assignment is retained.
The debtor and creditor of the property of the debtor, or landlord, the value of the labor, it to be estimated by the creditor and the assignee made, for so long a time as is to satisfy the execution. The assignee is to be authorized, on the recommendation of the creditor, and subject to the inspection of the assignee. The assignment is to be made to a man for hire, and a sign is made. As numerous objections are usual to such assignments, such as the ill health, the family, the character, &c., by this, they are not very early made.

Rules applicable to Masters and Servants.

To what extent the Master is bound by, and extra, the may take advantage of the Bills of Sale. Servants.

It is a Gen. Opin. that thos. acts of which are done by the Servants at the Command of the Master, in the course of his office, or under his authority, and are in legal Contemplation the acts of the Master himself.

Regularly all acts done by the Servants are the Master's, and are understood to be done at his express or implied command, as it is a maxim that "qui facit, facit ab imo factura".
that this is not necessary to support the action
"Mr. Good," which the servant is called to cease, the
demanding
servant has a qualified privilege in the goods, and
the goods belong to the agent and not the persons that the
servant, his right of possession is itself a good
"juris" interest, and the thing continued and the situation
was not a Condemned Depositary.

Matt. 18, 18. Seeing the servant in Can of Hodding incase
the Ed. 63, led to his Master (as the Can may be).

A former recovery against the Master with the
Sack. 14, 7, Servant in a Can to the action of the agent, and
Sack. 14, 10, indeed the same Commencement of the action.

by one. 64. 65. the other.

The servant, when he shall declare a good
Sack. 13, 7, the good, or his own possession, and the Master issues
Sack. 14, 8, so, for he in the case of his own or his persons.
Sack. 14, 3, made his Master, and so of all Parties, and this was
confirmed and admitted of, and without restriction,
the grounds of the Servants rights to die at any.

But if the servant is robbed of his Master
Sack. 14, 13, good in the presence of his Master, the tainting
Sack. 14, 12, may maintain this action, because the servant is
Sack. 14, 3, supposed not to have a sufficient possession in the
action proposed in such case is considered to bind
the Master.

If the money of the Master be paid
page 587. to the servant by any Bargain Contract of Goods
she
the master may recover as if it had been taken from himself by any illegal contract.

But if the servant overpays the master away his master's money there being no fraud or illegality practiced upon him and the servant and receiving it to be his money, he shall return it and the other has no remedy for if one of two innocent persons must suffer by the wrongful act of the other, the other suffers where injury was.

If any housekeeper shall make his master drunk, the master should be liable, the id was done without his knowledge and not his wish.

This is not the case with the servants of the master. For traveling or of necessity obliged to play a confidence in housekeepers, the law has therefore placed them under the obligations to provide faithful servants.

So if an housekeeper sells unwholesome liquors by which no damage is done, the master shall be liable. This rule is founded in public policy.

But it is said that the law throw the cost to the housekeeper, because the master ordered the liquor to be permitted. Because the act of the servant was against the command of the master.
But say old Good - the reason was no Precedent at all; the fault is very questionable, or very innocent. I submit as a Servant should good and great wrongs, he ought clearly to be punished if he does so wilfully. This is indeed a strong case but if he is liable to in such cases, he it liable in this, and the like on the same degree.

It is also said that a Servant is bound to obey only such Commands of his Master as are lawful, and lawful to be done. Here a Servant does an unlawful act by the Command of his Master he both are liable.

But it is said that if a Servant did obedience to the Commands of his Master ignorantly, over and unlawful act he is not liable. If the Master confines a man in a room and delivers the key to his Servant under this not to permit the Door to be opened, the Servant is not liable. for two the act itself wronged with any other Circumstance is not an unlawful.

That if such were an unlawful with force the Servant is clearly liable. For such the act is forcible. The law does not consider the intent of the act in determining who shall bear the injury resulting from such acts. In the Servant is liable in the first instance to the party injured. The Law here remedy that.
the master by whom unlawful command. he does
the unlawful act, and he is liable civilly. for
all the consequences. - But the servant-command
as remedy, e.g. the master if he knew he was do-
ing wrong, apt. if not, if he was doing
the unlawful act and is afterward 
he has the remedy, e.g. the master. Etc. of his
default sends child into another, lot to cut two
two telling kind it was his own, and he is fined for
a trespass, his remedy is apt. the master.

On the other hand, where acts of the son,
acts not done by the command of the master,
either expressly or implied are not deemed regular
any acts of the master.

This is a very not correct that the either.
Seth's 2380
he is liable for all acts of the servant and a 1640.427.
Father for kind of his child. But in 2380. 2583
Servant voids an act without the command of the master.
Master or father and not in the discharge of the
master or master's employ. Where the servant
is entailed to hand the master is not liable.
If the servant a child in a lord's contract,
for 406th of hand the master is not held
and he afterward, it goes to the contract.

It has been lately noticed that at least in
Servant actually discharged in his servant
enough willfully does not require to another.

18:166.
37:427.
1:441.
the Master is not liable.

Woodward deposes as follows: 'as defendant drove his carriage, the case of an accident occurred, the said吃得 is not liable. In this respect it was said in furtherance of the Master hence.

No warranty granted by the plaintiff that the Master did not in fact cause the omission, or any fund decided in Court. That the Wilcox act of the servant was his own act.

It is said it is settled that if a servant in the performance of his master's business
should, 100. commit then negligence or want of skill, or 120. improper injury to a third person, the Master is liable, 63d. and satisfied that this is restrained to 63d. 048, 123 lines, 431, where the two cases is just. In the first instance it is not the act of the Master, but 6D. 441, cause it is wilfully in the service and as 69th. 439, done immediately in the service of the Master, 148. 405. But if it is done with or from want of skill + 364., and in his service it is unquestionably his 364. act. the Master must be found, and that fund demands as respects other persons. so also it is at his peril.

So if a Sergeons assistant in:

as the wound of a patient, this neglect or want of skill the Master is liable.
So also if an appearance to a Blacksmith injured a Horse and damaging land this Master 1800 1843 laid.

The direction to such a well at and neglected fort. The horse who had the damage settled.

The first case is the kind of a saw miller without driving his clearing coach agt another. And the direction was made only agt the found of lodging that it is ought to have been asphalt instead of case because the injury was incurred to. And the opinion was right viz. that asphalt would support yet the reason given was wrong. No action whatever could not be sustained.

The judge was an action of asphalt for an injury and the OP decided that it ought to have been case and that asphalt could not be sustained.

In 1800 came up the case. Case of an action of asphalt for a well at driving and Salt 1841 injuring a person to the former decision and it was held that no action whatever could be agt the cleared.

In any case the cleared is liable for a negligence intended 1800 1843 or done by his servants without his direction. 2 North 1840. The plaintiff action in asphalt on the case 1800.
and ask yourself "how can it arrive" for the lawful to be liable on the ground of negligence in osoods. I asked afterwards.

But if in such case the act of the servant who was his action in consideration and where it is said that the acts of the servant are the acts of the master. Is it only necessary that it is so considered.

It has lately been determined that if a servant employed another in his master's business which lacked the negligence of which a third may be another. But to the Master and Servant are liable, and with the intermediate Servant.

In this case of such kind has lately occurred. It was required to build a house at a certain stipulated price. It employed C

1804 to do the labor, and C promised D to get the materials. D left some sand in such a situation as that D Carriage was overturned by C and located. It was here that it was liable for the damages and the ground of the resolution was that the sand was leftthird in the carriage of D.

And this sand has lately been carried to the third or fourth Servant. Mr. Jones thinks this is questionable, as one sound friend said, you may be willing to employ A to do any work you send the fee may also.
In all cases where the and several in
termediary agents, the action must be either
and the & the intermediate agents are neither able
nor bound to repair any injury.

When the act is of the 
amount to the violation of a contract between
the master and the party injured the master
is liable on the ground of having prior to the
contract; but if he is not guilty of the con-
tractual breach he is not liable.

The master of no authority de-
able to prevent, but its appears to one held
over the law, and on the same principle it is
that if the servant of a blacksmith self-will
comes to yours the master is liable on the
ground of an implied contract that he has
degenerate care and skill shall be used.

As the same principle the Sheriff is to
also for the 
default of his deputy done
or undoed Sheriff.

As such approximation of duty
the Sheriff only is liable as the 
order to direct to one, as long as Execution
the action lies only against the Sheriff for the
of it, and the Sheriff is not known as any
to any

398
Liability of the Master upon the Contracts of the Servant

For a General authoriz'd to be bound by, or enter into, any Contract made by, a Servant for him, is likewise, since the Servant acts within the Scope of the Authority, delegated to him by his Master, and this Authority may be either General or Special, express or implied.

A General authority is one which is not confined to a particular Contract, but extends to Contracts general, or to all Contracts up to a certain kind or description.

A Special authority is one which is confined to one or more specified individual Contracts or transactions, as if one employed another to buy, sell, or lend, and be the express authority under no description.

A General authority may be inferred from the nature of, or frequent practice, as where the servant is employed to purchase necessaries.

A Special authority may also be inferred from the nature of the business, as if a Steward makes a Contract in the presence of his Master, and expenses for him, and the
Aug. 25, iniled, but in a particular case, the sev- and certain obligations, and the servant properly performs the articles.

This question you remember unsettled in the book, and about which there has been much doubt. But I believe it is "unwritten" that there are rules already established sufficient to establish this question. I am of the opinion that, in such a case, the servant is not liable.

In other cases, the articles come to the servant, and the servant is upon the ground of a subsequent mistake by the master, that in the presence of the master is by the sufficiency ignorant of the servant.

And now it is more apparent why he is ignorant of [writes illegibly] - he does not know of such a rule. Contrary, then, and the servant is more supposed that the servant a great deal to the

The fault is negligence. The servant the hired, and not upon the master. So he did not intend to give the servant credit with the merchant, and it was necessary in the merchant to trust the servant, and the new case is that is one of the innocent persons much stuffed by the rich of another, the rich shares what he

Page 387
But tho. as stated has permitted a Servant to trade in his name, and he may in charge himself from future liability by forwarding such merchant to trade for Servant on his account, and if the Credit of the Servant has been proved he may discharge himself by advertisement.

But the cleared Bank Countermand the Servants authority to Contract for any thing. Known only between the cleared & Servant as a proper discharge of the Servants. and with the cleared be discharged from liability as to Contracts made after the last dissolution of the relation of Master & Servant until such dissolution be actually known to the Merchant who issued the Servant as well as later the Said be a Listed or Published/notarized. The need in such cases is that the pro- subit end to trade or the nature of the dissolution should be an published as the Credit be for given to the Servant.

If a Servant in dealing articles without the scope of his authority, dealt to bind by the Merchants, said makes an irregularity as to the quality of such
articles as are sold by bond the said is bound to pay by such warranty, which the said expressly
preserves andstyled making such warranty, by giving authority to the he implicitly authorized
under the usual stipulations.

And when the servant is making as bond of warranty, is not within the scope of a gen-
authority and any abuse is or prohibited, to the servant not made known to the yard
board or the public will not discharge the mas-
less liability.

But when the servant is made as a special authority, if the servant offends by
prohibits, the servant does not making a
warranty then the master will not be liable on the warranty.

But it is said what if
scandal does it make to the purchaser, who does and knows whether the servant be authorized
to make warranty or not?

Suppose the servant of the arrows of a spy,
our stable, whose ordinary business is to buy
the said arrows, so he did, and so at the
should arrows where agt. the entered Con-
mand of fire his entered into the cleared side is liable because he acts within the scope of a
Gen. Authority.

Sam. Safford
But I suppose one authority could hold a par-licened hand with express instruction not to warrant. Here is no clear authority. The Purchaser had no reason to believe that the freed slave had authority to warrant.

But if the Servant in fact had no authority to sell, the Purchaser can now hold the freed by as of the Master. The Purchaser takes the risk upon himself, "as foreign, he takes the risk of the Servant's right to warrant and all actions with it as of the Master, and such warrant. This new "I said. Go off" is found to be the best reason, did I wish to scopes.

On these principles it appears to me that the leading case of Southard in Hough, laid down in Clarke's Cases 109, is of very questionable authority. The Act has never been revised express to the law yet it appears to be inconsistent with many of our modern decisions. The clearest is that Card knew the freed slave was Counterselled and did not purchase as warranty and it is well established principle of Card that the concealment of a known defect amounts to a warranty.

Another case laid down is the case of the Books Mr. Southard thinks is equally questionable. Poplaw's 143 authority. His Word to Servants sold as warranted. The word. To sum up, it was said that the
The Master was not liable unless he directed the Servant to dele to a particular person.

I cannot say we could persuade myself that this is so easy lost. Dow I saw the regulation in the rule and could see any difference between selling the Servant to a particular person and selling him to any person who will buy.

Yeld's laygo. In the rule that where the Master wants is not enforced for making or receiving what is said is not liable. It is here understood that the prohibition must be read humdrum 5th, 12th, 17th,

How far the Servant himself is liable for his acts and defaults as to the Servant, and his Master.

The Servant himself is liable for the acts and defaults as to the Servant, and his Master is bound to act within the scope of his authority.

But if the Servant takes explicitly into account the responsibility he incurs and may be subjected to such Contracts, then he does thus in fact to himself the responsibility he does not act in the capacity of a Servant but independently of his Master.

Saravco
In all Cases where the Servant makes Con- 
tracts even in his Master's name if done with 
out the Master's Consent or direction either, 
though or inflicted the Servant only is liable.

Any Person who acts for another in 
presence of authority vested in him is to be 
considered "Pro eo nobis." His Servant

By this principle it is that the Wife 
Contracts to and the Husband, for the Said Wife

in trust by reason of Coverture. So if a 
Maid makes a Contract for his Master the Fa-
thed is bound to be.

We have a Statute making an end of 
all actions new sworn on this Subject. If any Person
of good name and quality shall demand the government of a Servant or another
in pages 220. 12. to Contracts even for himself the Master
is liable. If he is not authorized the Con.
tract is void.

I think that this Statute will not
avert the commission of frauds from fathers and Masters.

The question was never settled till the
time of the Massachusetts. Whether the Master was
liable for injuries furnished the Servant in

operations. The question is that he is not.

So he paid all. No Privilege decided that he is.
But it has been said in Com. Plag.

that the master is not liable. The decision was based

in the main on the terms so that I don't see but

they extend to apprentices

This is contrary to our usage in this State.

The great Gw. decision as before land (Bomar 131)

concerning the third act of the servant which Shirem 238

are done by the master. Commanded too ref. (193, 392)

in that the master is liable.

And third acts of the servant are done

by such command of the master, either through

instructions, are not binding upon the master, but

on the servant only.

No acts of the servant made in the discharge of the master's business, or with his aid

thereby are not required to be done by the master's

commands are therefore not binding upon

the master.

From which it follows that they are regularly bound

the servant.

This principle extends to these cases (fall. 18)

(18 L. 295.

(10 Ed. 454.

(39 Ed. 405.

Cor. Ed. 175.

This was spoken of, of widespread forms.

Then are some cases where a master

injured by the act of the servant may have

his remedy either a. the master as the

servant or his employer — or to third cases

I refer my reader from analogy. I asked

the master to do this. If the servant did the
The performance of this Master Business, one
[Illegible text]
who is liable to any one called the business.

The Master is not liable to the person injured, provided the
transaction in which the servant was engaged was not found to
have been committed between the Master and the party injured. The
authorities cited and not cited in point.

Every person committing a trespass is liable to the
defendant to whom the injury was done. The
Land of Trespass. The court regards the case
to which the act is done against the party
injured.

But if the transaction in which the servant was engaged at the time
of the negligent injury was found to have been committed
between the Master and the party injured. Mr. Cooper thinks that
the Master could be liable. In such cases it is the same as if the
chained performed it himself.

The negative part of the rule that
the servant is not liable. Mr. Cooper says,
[Illegible text] in the Book, but appears to the
Court that an affirmation to a Blacksmith negligent in
hitting a Horse, the master only in
[Illegible text].
The servant is not to be accounted to own a master
on that cause the servant is of the age.
he has the lawful possession.
The injury done has ought to come
place of action the judge, consisting in the
breach of the indemnied bill, to those the
home owed, the parties of contract, and
looked out of the ground, and the servants
can be no party to the contract. Hence it
follows that the master is liable.

To this rule there is however one excep-
tion, the reasons of which will be the
rule just said round, "He who
master is liable as well as the owner. For any
damage occasioned by this negligence of the master
master, even the freight is found. But freight
ed on the contract between the owner and
the freight only.

This rule is founded on law. "The

convenience, and policy, the owner and freight
in one of the subject of different thing, and
wholly unknown to each other. The mas-
ter being both parties, and in this case is
rather an officer than a servant, he is liable
just to the rules of master and servant.

But if a servant commits a wilful
deed, he is liable in all cases to the pa-
ty.
Partly injured to the transaction was founded on a contract between the Master and partly injurer, i.e., if he is liable to any of its attendants to a violation of the contract or not, and the master is also liable if it amounts to a violation of the contract.

The action of a vessel owner or shipowner is not to lie against an officer of the Revenue for an overpayment, but application must be made to the Government whose act it is, for the Government will act for himself.

But an action will lie against any public officer for an injury illegally committed, and as individuals. For here it evidently will be for himself, by his own act and will, and he shall be liable as well as any other person.

If an attorney knowing that there was a release of the claim of A against B, knowing being released B, was to act, at the request of his client, C, the release B is not liable for damages because of any the law, B is B's business, he is a servant, but the law leaves it is to the attorney whether the release due to error or not, but the attorney is to act and

The mark
Thus said, as to the liability of servants to third persons.

I shall now consider what the servant is liable to the master for injuries done to third persons.

Thus he is regularly liable for all wrongful injuries, &c.

He is laid down in the books that when a man beats another servant so that he dies the master must reward the said injury. 13 Car. 2, 1670.

But says Judge Bray that the said injury is the result of an act of the master, and the action should be against the master, and therefore it would appear that he might maintain an action.

But the same principle is in the servant cases. 1 Co. 2354.
Goods which are detached before the master and sold, &c.
they became infected. It was ordered that the
amount of the goods. Thus, the loss
was not as severe as expected, but the servants were liable for the con-
sequent injury to the Master.

No action will lie against the Tenant for
sum of the injury sustained. Neither will an
action lie against the Tenant for the
injury sustained by the Master for there are grounds
of consideration.

That if the servant doing or neglecting to do any lawful Command of the
Master, or any damage occurs in Consequence thereof, the Master may have an action
brought against the servants, and the servants will be liable to the
whole amount of damages sustained.

And the same is the same which is
...
...vide I subject line. The open rule is that the
Seward [illegible] undated for [illegible]
...regularly and regularly for profit
...all. Hence the Seward is not liable for
described for his conduct. He is now
...to execute the commands of the master. He
...regular and fidelity, and ad
ded to this always to his profit.

There is however one exception to this
case in the case of professional business.
For which the Seward is employed in this
usual business. He undertakes to act with
the master as well as faithfully and fidelity,
and to observe all regulations and directions as
what the contract is.

On the ground that the Seward [illegible]
...for diligence and fidelity only. He is not
...in case of Robbery. But if he had
...fully agreed the Seward would have been liable.

And this case is a case where the Seward
is not liable. For there is power, occasioned by
accidents by which ordinary diligence add
fidelity, are act as sufficient good.

At the Seward is liable to the master.
for any act immediately injurious to the Master. And God, the Seward, is liable to the Master. Which he has been determined to do. For any injury to a third person occasioned by the negligence of the servants, in this ordinary conduct.

This rule, however, does not

Hold 104. Hold, where the Master has actually given a

STTP 180. Power to the master committed to the servant.

Held 110. In their cases, both the fraud and negligence, said

They both, each agent, that power is liable to for the whole wrong done. The trespasser Court maid and the court and his Cothepaid, for his negligence, of the damage received.

This is a rule of Policy, for "at malo
gere now ould aider".

The Master's authority over his Servant

Chap. 117. It is laid down generally in the Books, that a Master has a right by Law to Chartard his Servant for any breach of duty, as negligence, misconduct, insubordination, or discontent, in what manner.

This right of the Master is nothing more than, a right unprofitably incidental to his relation, as right which every father familiar must possess for the subjection of domestic go-

government. No action in these Cases. Cash has maintained any of the Seward's.
But this Commission to be justifiable, must be reasonable; this reasonablenss is, generally a question of fact, sometimes of law.

This rule, if meant to apply to all classes of servants is certainly ineffectual and I find no limitation in any of the Books.

The fifth class of servants surely cannot be § 182 of 1850 included into it, as prescribes the Rule 1 can only extend to those servants that belong to the Master's family and are used in his domestical Government. The Master has undoubtedly a right to chastise his Slave so likewise his Affluents, his Menial Servants and his Dwellers in Cont. Delegory assigned is forced

But to lay labourous this rule I suppose was not upon Cow. Law Prinicipal extend, and if a Master beat his Menial Servant off full age it is good cause of de- parture.

The Master cannot justify a wounding much left a Mayhend. With the Servant signify his action for assault bat- ting and woundings so mayhend, the Master Cant justify the woundings so mayhend in his free of if he does hurt. it is all bad, he shamed plead not guilty or to that.

It is strange that the Books shone
nowhere defined what in law amounts to a
"wounding" but I take it must be some
laceration or incision which occasions a Con-
morbid.

And in England by the Statute of 33 Geo.
if murder the Master is sued for
384 and where the Master is sued for
39 Geo. 57
beating the Servant he is allowed to plead
criminal neglect of the "wound" and justly
as to part of the "wound" - not so in Cons.
Where a Master would
justly a beating whereas his Servant be
charged with the "wound" and the place where
the "wound" was inflicted for those facts are all
impeachable.

The Master cannot delegate his authority
to another to correct he for the contracted
over 370
reducing and found on a person as trust
and confidence reposed in the Master only.

A School Master's person is not delegated
but its original says "judge Reeve". The
punishment his Deputy must for the breach
of duty owed to the Master, but for that
owed to himself.

If a Master in correcting his
Servant happening to bite him he is guilty of
executed Homicide, Manslaughter or Poisons.
according to the circumstances of the Case, at Justice 26th
5th May 1867.

In the Service, may in Certain Cases
place himself in his Master's stead (as well
be shown hereafter). This is ruled that a Servant
may avoid a Deed given to a third person by
Purchaser of the Master, or a Deed given by him
self, to preserve the release of his debts from
Debtors. As to proving this Deed, he is Considered
as a Stranger, for it is a part of his Duty
to his Master.

The Master's remedy against third persons
for damage sustained by himself in
Consequence of an Injury done to his
Servants.

As Gaw, the Master has a right
to remove any persons, for any tortious
act done to the Servant in Consequence of
which he has sustained a loss.

Thus if a man enters away the Servant, Cozzens 567
of another. The Master may have an action 5th Mol. 1825
against him for the loss of Service. The action
being laid with 1000 good in the action it Salt 350.
Cod. 174, and the good given is the good of the action
being no otherwise injurious to the Master.

Thus his loss of Service.
28 Dec. 1639

And one servant is taken as an "undoed man" by another, the master being

in court. The action of rescission, 'Receiv'd with a per quod,' alleging

incurable damage, and this is the proper form of action.

Page 379. So, if without fault the action is primiparous, it

should lie as the case, as the injury is only

Consequent.

If a servant without entertainment

Nov. 10. leaves his service, served without fault.

Oct. 16. He was employed by another, and hence

the service of the former obtained new

circumstances to bring action for loss of service,

with his age, the latter master.

Ref. 389

But, if the case of entertainment retained, the

case 1348. a recovery has for full satisfaction, as the

Page 418. servant. Place bar to an action. at the

Minutes 380

12 Oct. 1751

22 Oct. 1751

Wile 7 May 12

Wile 9 Coke 113

1 Satt. 1753

Wile 1641, therefore the injury is a personal one, and the

Wile 1985, servant only has a right to the action. But

page 502, if a loss sustained by the master may have

Wile 7 May 12.
At midnight Child is a Servant with Work.
These rules are so explicit Child or the Child may be seen if the master or the family of the master are members of the work, or the goods in the Court of the relation of Master and Servant, or in the standing and land property, may harm or act for injuries done to the Child or the property. This action under wholly out of the relation of Master and Servant, and not out of Right and Child. Loos of Service must always be alleged on the Cause of Action or ought to. But this action no means the only rule of damage, for the Service of Ransom in the United of the Master and Child.

If a Surgeon employed to Cure the wound of one Servant inflicted in error [Note (92)] by improper treatment the Master may be sued to. [Note (93)] If the injury be not inflicted on an act of Care the [Note (94)] not without the Master, then the child is no. [Note (95)] Court the Servant and no Maintained as [Note (96)]
on the case agt. the Surgeon. Who negligently
so far went of the D's injury that

The Court says Old Court, why the

recovery was not yet

The case came before Old Manuf.,

were there is a joint decrease. Cause to

recovery agt. one without a satisfaction
does not make an action agt. the other. But

sent in the case of joint Decrease. A case

recovery agt. one, is a case to one action agt.

sent severally, the, then in no satisfaction

But the present question is different from

Third, The servant and indenture are not

Joint. They are now joint, yet having the servant

indenture is here able to sow Cotton and the indenture

upon Easton.
I am inclined to think that a recovery as to the Servant, will lead the action agst the
entire, when there is no satisfaction. It can
be denied that the Servant participates in the
wrong by going away.

P. I cannot however consider Mr. Grays. But think it cannot be on
the other hand, whether a recovery may or
not, will lead the action agst the
Servant. Well damages for the ditto must
repay the damages for the breach of Contract
between the Master and Servant. It would
seem less probable that, that damages for
the breach of Contract, would repay the
damages for entrusting away the Servant.
And from this consideration it would be rea
sonable to suppose, that a recovery agst the
Servant, was not less as much as the
Servant, but no more than nominal damage.

What acts, Master and Servant may mutually justify in defence of
each other. By

A Com &c. are obliged
called "maintenance" for one to assist
and assist another in maintaining an action.
A steward may also justify a beating in 3 do. 32. in defence of his master, and he may beat 3 do. 32. the same force that his master would have 3 do. 32. done for the poor himself in the place of his master.

A steward may justify a beating in 3 do. 32. in defence of his master. For old men and women, the law states that a steward shall have 3 do. 32. power to prevent a breach of the peace.

A steward may justify a beating in defence of his master's wife. 3 do. 32. But clearly he can only do this if his master's wife requests it, with a right to extend it only to the person and each person of his wife.

Whether a master may justify in East. 3 do. 32. in defence of his steward is a question not yet settled. Some who defend the slave.

The case of the steward has been recently defended in the courts of service. This cause is being und--
The servant's services are as rights, they own properly. But yet, any man may justify a killing 22, 23, in defense of his goods, his personal rights, or Salk. 42.3.

The same case as a thing of mutability, and because 22, 23, 42.9, he may have the same as no treason, why he 18, 42, 342, may not justify a killing in defense of his laws, and therefore ought not to apply in 22, 24, and defense of his servant.

What settled opinions seem to be that a killing was justified a killing in defense of his servant. That is the opinion of judges Blackstone and others.

Finish