Westfield, Mass. Oct 10, 1824: "In the evening Major A. Painter presented me with his manuscript lectures on law by Judge Gould. He expects to leave them tomorrow morning for New Orleans."

Tapping Reeve (1744-1823) opened his famous law school in New York in 1824. He conducted it alone until 1800, and then until 1820 with the help of James Gould who succeeded him. Gould (1770-1838) ran the school until 1833 when he closed it.

According to D.A.B.: "He read his lectures so slowly that not a word was lost, every student being able to make a verbatim note.

"In the more abstruse subjects of the law, he was more learned than Judge Reeve, and as a lecturer more鱼类 and methodical."

Mr. Frederick Waring
Western Reserve Academy
Hudson, Ohio.
Picturing on Law

After the Suit

Contracts, Covenant Broke, Bailments,

Using and Hippey, and Evidence.

Delivered

Before the Master of the New School in

Litchfield Conn.

By James Duane.

Judge of the Superior Court of Connecticut.
A contract according to Sec. 36 is an agreement to do or not to do some particular thing when certain consideration is given. Sec. 37 defines it to be a transaction in which each party comes under an obligation to the other and each acquires a right to what is promised by the other. Sec. 38. The terms included in contracts consist of offers, grants, leases etc. and also those are called executory or executory promises etc. These being in both a concurrence of the parties to an agreement, restricting property to some right which is the subject of the stipulations.

The assent of the parties. This enters into the essence of every contract; without it there can be no agreement and of course no obligation created or dissolved. Sec. 39. Sec. 40.

The requisites of contracts are 1st. Parties. 2d. Mutual assent to some stipulations. 3rd. The obligation to be created or dissolved. Hence a person not competent who is subject either to insanity, fraud, or duress, cannot make a binding contract. No understanding and therefore no legal right or duty. For example, a contract made by such person and mutually void and the better opinion is that a contract made while insane when appropriate may be pleaded to issues. Sec. 112. 2d. Sec. 123. B. 2d Art. 428. Sec. 132.

1st. Sec. 144. Thus the demission of a particular estate by a person insane, does not destroy a contingent estate under the deed. This is the reason for Sec. 15. Sec. 126. D. 3d. Sec. 151. Sec. 157. A. 3d. Art. 316. 5 Dec. 394. 3d. Art. 173. 3d. Art. 211. 51-139. 3d. Art. 138. 178. 4th. Art. 193.

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Contracts

The reason due without intent the heir may void. 2 Will & Mar. 2 & 3.
2 Vent. 23. But these are more prevalent upon a trust by a person
in tanks, it being his property or to create any obligation on himself.
These fall within the general rule of 11 Will. It is known as a rule
and law. For that a person receiving his understanding shall
and disable himself, as it is termed, to void himself. 11 Will. 2.
The 2 Vent. 42. 6. 7. 11. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26.
27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43.
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263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274.
299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310.
311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322.
479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490.
Contracts

feel one who has no understanding from the first. 1 Pet. 3.14. 3
Ex. 36. 4 Co 125. Tit. 2.22. A Lunatic is one who has
become insane through some one of the causes set forth.

Dunhams, though a temporary insanity is not a ground of


avoidance, either in Law or Equity, yet it is his own fault.
The rule is founded on policy. 1 Cor. 13. 1 Pet. 1-2. 1 Cor. 6.2.
2 Cor. 10. 1 Cor. 6.2. Concerning Tullus 1 Tullus. But if a person does another into a contract by leading him into a contract, equity will allow because it is the promised by fraud. 1 Cor. 13. 1 Pet. 1.2.

On the same principle of want of consent to such, there which are made by Infants as void. There is however an exception in the case of necessaries which is admitted from the nature of the case it being altogether unavoidable. 1 Cor. 13. 3.

In the judgment of Law, Infants have no discretion as physical power of attesting to contract. See Barnes and Childs.

The consent of a minor cannot be uniformly void for want of a moral capacity to assent, but will be in the apprehension of Law subject to his husband, and his consent bind in general with the same as the other. 1 Pet. 13. 11. But there is another ground on which his disability just to the want of property over which he may act, see Baron and Semi.

The Act of a minor cannot be uniformly void for want of a moral capacity to assent, but will be in the apprehension of Law subject to his husband, and his consent will bind in general with the same as the other. 1 Pet. 13. 11. But there is another ground on which his disability just to the want of property over which he may act, see Baron and Semi.

What may bind others by consent? If a tenant in tail consents to alien his lands, he is bound by such act, though it be to the

affirmation of his life in tail, and Chancery will compel him to

living a life in full of property, and tenancies in tail are indefeasible. 1 Pet. 13. 11. Cor. 173. 175. For the beneficial interest is in the

former and the trustee are mere defensaries of the title for his use.

So also the husband may bind the estate of the husband, but by a conveyance to one having no notion of the husband. 1 Pet. 13.

1 S. 173. 1 4th 665. 2 4th 574. 1 W. 333. 2 Cor. 275. For a purchaser is not to be affected by such a latent right of

the existence of which he had no knowledge. See 1 Pet. 13.
Contracts.

An ancestor by an agreement to convey his estate can bind his heirs and assigns after his death can be compelled to perfect the conveyance on the purchase money will go to the personal representatives. 1 Co 115. 11 Ser 115. 3 Ed 115. 3 Ed 116. At the time of the contract the estate was in the ancestor absolutely, the heirs had no right of notice to it and therefore the purchase money is the heir and the latter one and an agreement to convey an inheritance by tenant for life may be enforced in Chancery against the heir when such agreement at the time of making it was clearly advantageous to the latter. 1 Co 115. 6. 11 Ser 115. Co 116. 6. A further casting aside special circumstances and acts may find here intervenient in Co 112. 112. 6. 11 Ser 114. Co 112. 112. In such cases a conveyance by which an object is derived from the King who is guardian of all infancy in office. So the conveyance of a woman before marriage to her husband when the afterwards marries. 2 Ser 114. 1 Ser 114. 11 Ser 114. 11 Ser 114. 1 Co 119. 1 Co 119. 11 Ser 119. 11 Ser 119.

So as he takes her property and as the marriage constitutes her original free liability he ought to take her "own money." At law the real estate of a joint tenant cannot be alienated except it is by joint or common recovery but the agreement of the husband to convey such real estate is assented to by the wife on a private examination can be enforced in Chancery otherwise in Co 112. Co 112. 6. Tenant in tail agent is conveying his estate and has. His estate cannot be compulsively executed the conveyance though he might, have been. He claims from the tenant and not from his ancestor which is the paramount right and the tenant might have reached the suit and not having done it, his own agreement shall not deprive the issue of his rights. 1 Co 112. 11 Ser 112. 11 Ser 112. 11 Ser 112. 11 Ser 112. Co 111. Co 111. 11 Ser 111. 11 Ser 111. 11 Ser 111. 11 Ser 111.

But it is otherwise if the issue reached the consideration for which the ancestor agreed to convey the property has the benefit of the convey and is therefore bound in consideration to convey. 1 Co 112. 1 Co 112. 1 Co 112. So also an agent.
Contracts

by the tenant are still to perform of the buying and maintaining of the sale as the sale of timber cannot be enforced against the issue with the same execution however as above 12 Geo. 1st. 11 Geo. 1st. 18 Geo. 1st. A man's love of fame is upheld by himself and an in general bound by his acts, without being named. 1 Pyn 129. 2 Stat. 117. An act, when duly authorized, may be accepted from his client and will not himself be subject to. 1 Pyn 129. 32 Geo. 3rd. 27 Geo. 3rd. 28 Geo. 3rd. 29 Geo. 3rd. 8 Geo. 3rd. But if the act is not authorized he is himself liable and not his client. 16 Geo. 1st. 2 Geo. 1st. Queen Can the Court be enforced against him except in law if the other party should set time would there not be a variance. But might he not be subjected at Law if not on the Court at least on the ground of fraud or perhaps on an implied agreement. If a tenant speaks of his part and does the actions cannot be compelled to perform it for his claims of the whole is prior to that of the purchaser to any part. 12 Geo. 1st. 2 Geo. 1st. But if the agreement amounts to a severance the issue reappears, in fully destroyed 2 Geo. 1st. 6 Geo. 1st. 1 Geo. 1st. 37 Geo. 3rd. Does not the always amount to a severance if it be such that Chan. will enforce it against a tenant in severality?

How assent may be given to a Contract.

It may be given express or implied. Express assent is declared by some sign intended to signify it, as the signing or name. Every of several by the law is to and may be either precedent or subsequent to the principal act. 12 Geo. 1st. C. 3rd. 14 Geo. 1st. A master does this part to lay goods. 2 He buys premises and promises in delivery to pay for them. 3 The securt buys the premises of a previous authority and the Master ratifies. Such an implied assent may arise in several ways as by silence or imputation. If a prior mortgagor while the Mortgagor is contracting with another for-
Contracts

A second mortgage, his encumbrance, will be preserved in the same manner, as if the consent was a personal consent. The 18th ed. 1823. 1 Feb. 27th.


At any rate, he would lose his property on the ground of fraud, but the suspensions of consent seems to be sufficient. But if so, the action is present when the owner makes another lease of the same land, and does not give information of his lease. The second lease will come at law according to the first. The 18th ed. 1825.

P. 183. 5. 2 Feb. 1827, 239. 1871, 14 Feb. 1833. And it is not until such consent is given against an infant for whom he would practice a fraud. The 18th ed. 182-5. The 18th ed. 1825. 52-3. And it has been held that the first mortgagee's being a witness to the deed was sufficient evidence of his assent to the contract and that he must prove the contrary as to his priority. The 18th ed. 1825. 52-3. 14 Feb. 1833. And the law has been held that the party should prove that he was unaware of any subsequent contracts, but that he must be voluntarily for it to be reversed or acted upon.

Silence by assent or interest, would not be affected. The 18th ed. 1825. 52-3. And the general principle of the holder of a note, that is refusen in its nature, to give reasonable notice to the endorsers, he is considered as agreeing to their discharge. 18th ed. 1825. 1 Feb. 1827. 1 Aug. 1829, 162. 4, 1829, 162. 4. And, in general, the law will raise a tacit agreement to give effect to some principal agreement. Here, if a man makes a sale of timber growing on his land, he tacitly agrees that the vendee shall have the interest in it and carry it away. Thus, also, the lessor who has a human estate agrees that the lessee shall have the use of it. 18th ed. 1829. 1 Feb. 1829. 152. 4. Such is one tacit agreement, it is all that lies at the root of a lessee, to perform the

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will pay to the other the damage sustained for non-performance. 137.
1.jsm 1411, 2. Rev. 208 J.R. 22. 114. When one man usually employs another to trade for him, he has the right to bring prosecution against the other man, to that effect. It is said that a man is bound to assist in the 138. 1. Ch. 1 42 68-13-38, 26 9.
2. In 139. So if a husband turns away his wife that act amounts to a breach of contract in his part as all acts for necessaries. 1. Ch. 140. When the sale of personal chattels there is an implied warranty that the seller has a good title. The same law applies to real estate. 1. Des 11 109 279, 23 322, 33 10 6.

agree—What circumstances invalidate an assent.

ignorance in assent—has sometimes this effect—The mistake in the party as to his own papers is so common of the fraud of those that the want, is not binding. 1. Ch. 141. Thus the release of an heir who was induced to believe that the will of his ancestor was duly executed and which was given for a vesting consideration has been set aside in the presence of fraud of appearance. 1. Ch. 142. 2 33. 4. Ch. 139, 1 19 12, 12. But such a release would be good if it represented a due full right, though indeed it seems him not to be executory by the party entitled for it was well known that there was an uncertainty, and each must risk the loss of what might possibly be his own. Of the common law is a convenient rule, though my parts from example. But if the part is shown at the instance of his title, and has not the means of enforcing himself, he is not, as the case may be bound.
Contracts.

Thus a daughter may have a legacy of a asset instead of the asset which was her of hangs, and gave a release, this was not adverse on the above principle. "Now 1745.

3 Ch. 310 1 the 9th, but in the case of a messuage of 2000 theother the estate was annulled in 1750. There is no error here. It is not like the impression of a smallpox right for one not understanding. Generally speaking, ignorance of the law is no ground of acquiring a cont. "Now 261 by story reasoning must one finding in case law, and it is not necessary to the validity of the contract, I have that the contract should be in itself a present, and it is enough that it is equally much to be praised and therefore, ignorance does not invalidate the contract. The first case is the theory of 387. and 388. And the cases in which the estate of the purchase of an estate is invalidated by various representative laws respecting the circumstances or quality of the estate. The distinction is to be observed, if this mistake be concerning accidents or circumstances which furnished the principal motive in the purchase, the mistake is not bound. This if the buyer's purchase land at a distance in which there is supposed to be a will, and it turns out not to be his, the party is not obliged to take the land. If his principal object was to erect a mill, 38. 141 27th. 3d 21st, 21st. 22d. 3d 2 23rd. 2 2 23d. 2 24th. it cannot be enforced by Count. 22d. 21st. 21st. 22nd. 24th.

(Signature of Contrary).

The court must be.

If possible, the Lancis of the 3rd. Court, 1745. 6.

Any other party can be acquired or obliged. This is currency by a cont. to perform what is impossible. It is necessary as there can not be the nature of things, any performance of it. 1751 1761. Day men to get an arena.

The impossibility is 3d. 22d. 21st. 21st. On 24th. 22d. 23rd. 24th.

C.C. is remand to enforce one of Drums beneath the section.
A covenant to do or to refrain from doing a thing is an action Bred. 39, 139. 1199
1647; 711. York 795, cesps May 16. But the Law distinguishes between
such and things improper and none that are unreasonable to excuse
inhabitants, or to agree to perform the latter or declare that they
will sell 3. The estate of another. It is liable to damages for
non-performance though always will not make a specific action
11518. 12563. 12695. In the former case the injustice is
exacted to the party at the time but not in the latter. We are agree
to deliver two shares of corn on Monday and for the premises
stating the pluckings in each succeeding Monday in the year the
premium was laid and liable to pay something. Or an agreement
to pay for to serve a dwelling room in the fort and etc. latter
liable to pay the price of the horse, 1760 112. 2 11111
12617. 12657. 12697. 12757.
Upon what rule is this doctrine founded for it is a general rule
of the thing stipulated so is not delivered does value of the
rule of damages. A covenant that if he dies without issue
the land shall be settled on B. This is binding and may be
especially enforced in Clark, 1590 1654. For the condition of the
future is not so as from being impossible 3 For Men of the
and if the covenant absolutely to perform a thing not possible in 1590
prominent of performance by imputing accidental will not render him
of covenant to be at a particular part at a given time and against
a contempt. It is liable as his covenant 3 For 1650. 3 12578.
before the execution of the act impossible. 1590.
Covenant must be completed.
else they are void for no one can be found to do in 1590
the Law prohibits 1 1709. 1749. 1855. 1965. 2075.
Contracts

The first clause for all these contracts where made for their great tenor, the precaution of the Law and to act more at the same time, to make it
not just in the case, is cited 1220 H. 1 Nor. 1-13. 1 F. 313.

Any contract in opposition to Law, which doth declare anything or the
Law is, in not contrary to the Law of the land or the
municipal Law. 1 C. 1st S. 266. 1 And the Land may be contrary to the
Law of the land as being 1st requirement to the public inaterial and
2dly, against to some nuisance or principle of Law. 1st opposed to
some private Statutes. 1 C. 1st S. 177. 1 1 Nor. 322. 1 1 Wet. 15.

2. In every contract in restriction or use, trade being defined to the welfare of the State or against Law
and therefore cited 1026. 7th 177. 1 C. 1st S. 317. 1 1st 13.

B. & C. 177. 1 1st 123. So are all contracts in general that constitute
against national policy. 1 1st 123. 1 1st 13. 1 1st 177.

The same rule with respect to restrictions on trade even for a limited period,
1 P. 117. 7th 123. 1 C. 1st S. 99. 1 1st 266. 1 1st 191.

If a husbandman agrees not to cultivate his lands, 1 1st 167. 114. 33.

But an agree not to engage a trade in a particular place is binding in such contracts may be useful, 1 1st 127. 1 C. 1st S. 99. 2 1st 136.

P. 172. 7th 13. But a contract of the latter sort is not obliging unless
there is a sufficient consideration; and on this point the rule is preparatory
14th 142, and the party claiming the benefit of the same. The presumption of the
existence of such consideration is against him. 1 1st 167. 1 1st 17.

1st 179. 1 1st 121-2. 16 1st S. 127. 1 1st 131.

And it is immaterial whether the trade which one agrees not to pursue is
professional or not. The validity of the contract in both cases depends
on the necessity to engage in any useful trade and the policy of the Law
is opposed to the Contract. 1 1st 167. 1 1st 30. 193.

By the same
general rule an agreement to Bond for unlawful maintenance was void.
Contracts

It is against the public policy of a free and independent state to conclude any contract that may endanger the security of the state. The courts have held that contracts that endanger the security of the state are void. This includes contracts that divide the state into two parts or that give one part a superior advantage over the other. The courts have also held that contracts that create a monopoly are void. This includes contracts that give one party a superior advantage over another.

When a contract is void, the court will refuse to enforce it. This includes contracts that divide the state into two parts or that give one part a superior advantage over the other. The courts have also held that contracts that create a monopoly are void. This includes contracts that give one party a superior advantage over another.

Marriage

Marriage is a legal contract that binds two parties together. It is a contract that creates a legal relationship between two parties. The courts have held that marriage is a contract that is legally binding.

The same rule applies with respect to promises and agreements of the same kind. For example, if a person promises to marry someone else, the courts will refuse to enforce the promise if the promise is void. The courts have held that promises to marry are void if the promise is not legally binding. This includes promises to marry that are void because of the terms of the contract. The courts will refuse to enforce the promise if the promise is void.

There is a difference between a promise to marry someone who is already married and a promise to marry someone who is not married. The courts have held that promises to marry someone who is already married are void. The courts will refuse to enforce the promise if the promise is void. The courts have also held that promises to marry someone who is not married are void. The courts will refuse to enforce the promise if the promise is void.

A promise to marry someone who is already married is not a promise to marry someone who is not married. The courts have held that promises to marry someone who is already married are void. The courts will refuse to enforce the promise if the promise is void. The courts have also held that promises to marry someone who is not married are void. The courts will refuse to enforce the promise if the promise is void.

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Contracts

Wherein it is shown that if the agent shall perform his duties faithfully and no injury be done to the principal and the agent shall not be subjected to any injury or loss, all the promises and covenants made by the principal in consideration of the agent's services shall be void.

1. If the agent shall perform his duties faithfully and no injury be done to the principal and the agent shall not be subjected to any injury or loss, all the promises and covenants made by the principal in consideration of the agent's services shall be void.

2. If the agent shall perform his duties faithfully and no injury be done to the principal and the agent shall not be subjected to any injury or loss, all the promises and covenants made by the principal in consideration of the agent's services shall be void.

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37. If the agent shall perform his duties faithfully and no injury be done to the principal and the agent shall not be subjected to any injury or loss, all the promises and covenants made by the principal in consideration of the agent's services shall be void.

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39. If the agent shall perform his duties faithfully and no injury be done to the principal and the agent shall not be subjected to any injury or loss, all the promises and covenants made by the principal in consideration of the agent's services shall be void.
Contracts

The 19th & 20th Nov. 1811. The legislature having in mind the necessity to encourage individuals to engage in trade or commerce, enacted a statute for the issue of a bond to indemnify a party for issuing a false note. 1 Rev. 1972, Sec. 2, Rule 2131, et seq. to save one harmless if the bond was not given by the wrong person. 1 Rev. 1972, 1 Sec. 200-2, 10 & 11th D. by 113.11821, 106.2432. It also made it wrong between two persons that one of them undertook to give a bond as a means of procuring a bond is a criminal act, as it is an interference with the private rights of another, and is a violation of law. 1 Rev. 138-3. There is no distinction between bonds for the performance of covenants where some of which are lawful and some unlawful. If the latter sort are made unlawful by statute, the bond is void, but if they are only so at common law the bond will be good as to the covenants that are good and void as to those that are void. 1 Rev. 199, 2 Rev. 331, 1 Kent 237.

Thus if an under-sheriff, covenant not to serve except upon a certain amount and also to save the sheriff harmless as it may, and a bond is given to that effect, it is void as in the former case, but good as to the latter covenant. 1 Rev. 199, 2 Rev. 331. But if the sheriff takes a general bond against the 23d Nov. 117. and also for a debt due the whole bond is void. 1 Rev. 200, 2 Rev. 438-9, 1 Kent 237, 2 Rev. 331. This distinction arises from the letter and sense of the statute: in such cases and is indeed founded on mere construction.

But though the illegal contract ceases not to the law, yet it has been executed in some instances sufficient to prevail and will not aid either party in rescinding it. 1 Rev. 117. When the illegality is of such a kind that the party, whose covenants criminal and payment has been made to the party, who has refused cannot recover back his money, for they are in part defective and void, and the contract is not void. Long. 431-7. 2 Rev. 131-2, 37. 573. 13th D. 1 B. 12, 19, 2 Rev. 12th. - Or, as when the contract remains executory, he may recover back
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paid, 1 Nov 212-67, Salk 132, 1200 471. Thus if A pays money

to B, to have him lead C if the latter is not committed the money may

be recovered back; but it is otherwise if it had been committed. Due

to the correctness of the restitutio in point of principles for would

be not better in this case to permit a recovery in some instances or

not at all. 7 T. R. 335. It has been conceded that money paid

over on an illegal wager cannot be recovered back as the parties

are in pari diloito. 1100 205-1. Doug 401-68. Salk 131-2. Salk 22.

7 T. R. 378. Corp 1790. 1 D. B. J. 298. 2 T. R. 1012. But if the

money remains in the hands of the stake holder each party may recover

back that which he advanced through the wager is decided, as in

a tennis match for so such case the winner has no legal claim to

the money. 3 Can 222. 5 T. R. 171. 2 John 411. Suppose the stake holder

should pay over the whole after being forbidden would be the case

La R. 89. 5 T. B. 409. 1 D. B. J. 527. 1 H. J. 404. 7 R. B. 1176.

If the money on principle he is for the winner would not recover it from

the stake holder. The act was therefore voluntary but the weight of author-

ities is the other way. Then go in the ground that the act is

executive. 5 Can 222. Under our st. the latter may recover back

in all cases. 37 Can 361. And it has been decided that money

paid to one of the parties before hand is recoverable after the act.

the it was in favor of the defendant but this is doubtful 1200 395.

7 T. R. 375. 1 John 411. So also money paid for the purchase

of an office is recoverable before that office is procured. Seen

afterwards, so a premium on an illegal policy before and after the

risk is done. 1 Nov 207-67. Secondly, But when the party who

has paid the money is not parties, in crimes he may recover back

the the cent is executed. 1 Nov 201-21. So also money paid

by a bankrupt or his friends to a创建or to signing the certificate.

Nov 205. A security given or purport made in consequence of a

transaction forbidden by statute is not of course void. Thus when

of two parties one pays the whole little and takes from the other.
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security or promise to pay his money. It is good. 1 Sum 1569
3 F. R. 476. 2 to Blk 374. Thos. 180. 3 D. R. 422. 6th 6th. 7th 56.
2 B. R. 374. So also it has been held that if it be paid with the
promise & consent of the other party, the no security be given or promise
made & a reasonable proportion can be recovered 3 D. R. 418. But this
rule has been much shaken and seems indeed virtually reversed
A promise without the consent clearly no recovery can be had.
2 M. B. 379.

If a person makes a contract, which act is made criminal by public law, he may be bound by it, for he can claim nothing under it. Thus it is a statute office for a clergyman to trade but if he should do so, he would be bound by his agreement, for the nature of them is not illegal it is only the act of making that is contrary to law. He is the offender and the object of the law is to subject him to a restraint I not to grant him an immunity. Besides he cannot take advantage of his own wrong.

And if a man engages in smuggling, he is dealt as a tradesman to the bankrupt laws. 1 Sum 196. 9 Ch 19.

If the object of a contract is perfectly useful if it is
void "qui bono," no valuable end to be attained. Thus if a man
contract not to wash his own hands, it is void. 1 Pur 131-2
So a contract which wantonly injures the character or disturbs the
peace of another is void. 1 Pur 232. 3 Coop 729-35.
2 D. R. 696. So a wager which tends to the introduction of
dishonest evidence is void. 1 Pur 233. 35 D. R. 71.

Lastly a contract must be certain. 1 Buh 180-2
1 Sum 249. 1 Tid 776. Not by. Hence if a promise to deliver goods
in consideration of a promise to pay money in a short time. As it is said to be void because it is that the consideration of it is uncertain.

And therefore void. 1 Tid 72-99. Coop 1st 1st. But a promise to pay a given sum of money without designating any time is good for it is due immediately. 1 Pur 180. It creates a present debt.
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7. J.R. 1244 427, and no future time is appointed for payment. The
is one promise to do a certain act, and no time is appointed for the
This whole life time to perform it. See 11. A 154. 11. A 151.

It is certain as a thing is secured to the
if I promise to pay A what he pays me, it is sufficiently certain and
I am bound. — Of the Subject of Contracts.

Under this division we are to examine in relation to what subject
contracts may be made so as to bind the parties. 11. A 152. On this had
a distinction is to be observed between acts executed and executing
as to what they are; see 11. A 175. No person can by a past event
create anything to which he has not an actual or potential interest at the
time of conveyance for one cannot grant what he has not the own.
Thus if A transfers to B, the wood which he shall hereafter buy,
it is in A's name. 11. A 152. 11. A 162. 11. A 172. 11. A 173.
See, if A leases to B, the land of another Lessee may plead that
he had nothing in the land at the time of the lease. 11. A 173.

But if the lease was made by indenture, it would be otherwise
for then the Lessee would be estopped. 11. A 178. 11. A 179. 11. A 180.
If one of two joint tenants makes a sale of Bargain and Sale
of the whole land and his tenant afterwards dies the before
improvement the moity of the estate does not pass. 11. A 180.

The Man 82.

If the deed contains a covenant that the grantees is seized why
would not the whole pass by way of estoppel. Upon the same
principle if A sells to B hereon or of pay six months hence, for
the property is charged and the sale to another would not be good by 85
failure to pay at the time. 11. A 182. 11. A 183. 11. A 184.

If the deed contains a covenant that the grantees is seized why
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the property is charged and the sale to another would not be good by 85
failure to pay at the time. 11. A 182. 11. A 183. 11. A 184.

J. T. 147. Though such remainders are generally assignable and in Eq.
assignable. 11. B. 1799. 3 J. H. 89. 11. B. 184. 11. J. 122.

5. A 207. But that of which one is potentially the owner which is necessary
to something actually vested in him at the time of the bargain may be
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deposited of by sale. 1 Pen 1564. The 13th. Rights not vested
within actually or potentially may be the subjects of executory convey.
ances neither than stipulations precedent and preparatory to the act by
which the interest is to be conveyed for the one cannot convey what he
has not got he may obligate himself to convey what he may hereafter acquire.

Thus a tenant in quantum Black, non nad convey it to B, or A authorizes
B to lease the land of which he shall be seized in such a way. In fund
B has a future act must be done to execute the act 1 Pen 1565. Bar. Max. 49.
But it is otherwise if no future act 6 is to be done to give effect to the act.
It must then take effect that all at act execution of which a covenant by A to
stand seized to the use of B of the lands with which he shall hereafter 

B is an example this operates as a covenant executory unless future act is
necessary. 1 Pen 1571. 234. One May 8. 2 Bk 445. It has been shown
in pens. that if one makes a deed with covenants of Jesuit of land of which
he has the inne and afterwards purchases the same he is entitled to
allegation that he had the title. 1 Bk 227. 2 Bk 295. 3 Lett 215.
and the same rule prevails in Conveyances. Bk 211. 7 Bk 217. Dow Mont 495.
1 Bk 239. 8 T 274 7. Mortgages also the same Dow Mont 477. 2 Bk 11. 1792.
And so escheat the same at some time to to freeholds convey by deed with
the usual covenants. 1 Pen 165. 3 T 274. 1 Lett 220. 3 Lett 266.
2 Bk 295. Why then cannot a contingent remain on executory decree be
legis by such a deed by way of escheat.

Of the Nature and Kinds of Contracts.

Then an executory executory. 1 Pen 234. 2 Bk 445. An act
is said to be executed when the parties to it transfer the interest which
one of them has in property together with immediate possession of the same
or at least with a right of future possession depending on an event which
is certain without either party tricking the other. E.g., 1 goods sold
and for 1 receber. 2 To one has done under a lease and transfers the
possession to another to vest in possession after the determination of
the Lease. 1 Pen 125. 155. 176. 2 Bk 448. An executory Cont.
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is one which is merely introductory or preparatory to an actual transfer of property, as an agent to exchange horses next week or to give short-sell 27. 1 Pet. 4:13. 1 Pet. 230-230. A court is executing when it perform immediately and trusts the other as in a loan of money as a promise of repayment. and so also it is executing in this case, an agent to make a loan on consideration of an agent to pay for it. Your way. All facts according to the S.B. in other respects, constructive or implication, but the usual distribution is into express and implied. First An express contract is one in which the parties stipulate in as many words with respect to what is to be done or omitted. 230. Second Construe construction, as are: as are caused by construction out of the instrument, and are different from what it prima facie imports they vary from the terms of the instrument from which they are raised. 230. 652-652. 265. 6.38. 265. 1572. 250. 111. 265. 122. This however is but a branch of express contract being raised by construction from the words spoken by the parties. A rule in a case of conveyance respecting the grantor's estate amounts by contract to an agent that he has telling according to recital. Thus, whereas a, S. is seized and possessive of Black acre in years, S. S. agrees that he is so seized and possessive. 250. 1112. 265. 122. To also a recital in a marriage settlement that whereas a was to pay a specified sum has been held to be a covenant to pay 230. 2. 265. 111. 1. 1572. 111. 265. 57. By Co. 652-652. 1. 111. 1572. 111. 265. 57. An exception to a deed in intent may run in a court. Thus a lease by indication of a term with the exception of a certain strip. This is an covenant by the letter that the lease shall not pass by the deed. 265. 1. 1572. 265. 57. 652-652, but it is now known not to and be a covenant that the letter will not disturb the letter in the enjoyment of it for all the part except the letter is a perfect stranger. If however the thing exception is to arise out of the thing described it is a covenant at interest. Thus land is leased with the exception of a right of way or a house with the exception of a right to pass through 265. 111. 250. 57.
Contrary but as the latter has an interest in the subject, out of which the right arises, it is to issue may not be considered as assigning a right, and if so no indication is not necessary. 1 Sam. 26:1. 1 Thess. 2:3. Acts 21:31. Thess. 2:17, 19, 2:13, 18. Acts 21:31. Alco. 17:8. So a reservation of a rent by a tenant "hearing and paying" amounts to a covenant to pay the part of the lease. 2 Cor. 2:7. Ex. 16:6. Deut. 5:11. Lev. 17:15. Ex. 15:10. Acts 2:4-43. Phil. 1:10. To a lease without improvement of waste goods, the lease the less tending or in the land demanded. 1 Sam. 26:1. 1 Thess. 2:13. So if an obligation is express that it shall be void as a certain event in the words of the obligor it is a good evidence that they ought thereby to be the words of the obligor. An such appears to be the intention of the parties. 1 Sam. 2:48. 1 Thess. 2:46.

Thirdly.- Implication or implied contract are those which either are not expressed in terms or raised by inference from the words used, but which arise by operation of law out of the nature of the subject. Thus labor is done or goods sold without any express stipulation as to the price, but a rent to pay what is reasonable is implied. 1 Cor. 2:46. If a deliver his goods into the custody of another, the latter implicitly agrees to take such care of them as the law requires. 1 Sam. 26:1. If a Sheriff seize money in a case, the law implies a concern to pay it over to the Plaintiff. If a grants to another, he grants him a right to come on the land and remove them. or if he grants to a land surrounded by his own he grants him a right of way for otherwise the land cannot be enjoyed. 1 Sam. 26:1. 1 Thess. 2:46. Ex. 17:12. 3 Kings 17:30. 1 Cor. 11:6. If a lessor holds over he is considered as tenant from year to year. There is a tacit agent to renew in his favor. In the contrary is sometimes implied. If a purchase of land has paid only part and becomes bankrupt the land then charged with the residue on the ground of an implied agreement. 1 Sam. 26:1. 1 Thess. 2:46. 34:4. 1 Thess. 2:46. 5:18. 2 Thess. 1:9. Duty of security is taken in the purchase money. 1 Thess. 2:46. 4:25. 1 Thess. 2:46. 4:25.

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Thus A, in consideration of a sum of money, and promises of payment, in consideration of money paid, promises to deliver a horse or to build a house. Now 262. A conditional contract is one the effect of which depends on some contingency when which it is to take effect, the defendant enlarges or abridges. Now 259. 1 Edn. 1721. 80 Lib. 111, Thus a contract to purchase lands is conditional that B returns from India by such a day. The court suspends the obligation to perform till that day and if he does not return at the time it is annulled. Now 1 Edn. 39. So if A pays B, 10l. which he holds on condition that the money C, within a limited time, his right to the money is condit. 1 Edn. 263. 10 Lib. 201. If he agrees to give B, so much as to shall judge it worth an obligation to pay is suspended until. Shall decide its value and then he is absolutely bound to pay. 1 Edn. 264. 10 Lib. 201. to unlawful conditions.

The effect of those vices according to the statute of the Contd contract. If an unlawful condition is annexed to an executory contract the contract is void. This is if one is bound in an obligation conditional for the performance of some unlawful act as in the case to make the bond is void, 1 Edn. 161. 80 Lib. 206. 3 Edn. 175-179. 38 Lib. 121. 4 Edn. 225. So also if the condition is for the commission of some unlawful act or the omission of some legal duty, the whole is void. 3 Edn. 175-179. 2 Edn. 169. 2 Edn. 349. 3 Edn. 411. So also if the condition is in favor against public policy or the general welfare Edn. 182-185. 1 Edn. 121. 4 Edn. 225. In such cases the law makes the obligor from the penalty, but if he should be under temptation to commit the crime 1 Edn. 264. But generally if an unlawful condition is annexed to a contract executed the cont is good but the condition void. If one makes a promise with a condition that the ferftee should do an unlawful act the estate is absolute. 1 Edn. 261. 2 Edn. 187. 80 Lib. 206-208.

Hence that the ferftee may be under no temptation to commit the act. The law seems to have the estate without performance of the condition 1 Edn. 262. But the rule holds only where both parties are in
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false delicto, for it is otherwise if the forfeit is not paid, the contract is void and the innocent party protected. Thus the contract is void and the condition unlawful. The suit is of no effect because the law will not enforce to enforce it. So also when it is executed if both parties are present. The Law will not interfere to defeat it, and in both cases goes on the principle of leaving the parties to themselves.

So bonds in restraint of marriage are void. The condition being unlawful. Cap. 184, Sec. 185. 2 Brist. 344. Or if bonds be rendered a reward for prostitution if given beforehand, but if afterwards they are paid, in the former they are inducements in the latter case not. Cap. 182, 2 Brist. 339, 2 Brist. 432. All conditions repugnant to the nature of the contract are void. Thus if to a footman in lieu of a condition of non-alienation he annuls it is void because it is against law and the other is absolute. 1 Brist. 262. Cap. 184, 2 Brist. 344. 2 Brist. 233. But a bond or covenant that the footman shall not alien is good on that does not prevent alienation but merely subjects him on his bond or covenant in case of a breach. Conditions are either possible or impossible. The former need no explanation and as to the second, they are of two kinds, such as are impossible at the time of the contract and such as become so by events subsequent. 1 Brist. 263-4. If a condition is possible at the time of making it which afterwards becomes impossible by the act of God, or the law or the opposite party is annexed to the contract executed, it is not excused by non-performance. 1 Brist. 264-5. 4 Bl. 6. 1 Brist. 6. Co. Max. 53. Thus there is a footmen with a condition that the footman shall go to London within six months of the footman's business, and the footman dies within that time, the footman is absolved. 1 Brist. 263, 1 Brist. 446. 1 B. Co. Max. 53. 1 Brist. 6. For the estate is vested and cannot be divested by the default of the footman. Acts 26. 16. 1 Brist. 6. For the estate is vested and cannot be divested but by the default of the footman. Aces 26. 18. 6. 1 Brist. 6. For the estate is vested and cannot be divested but by the default of the footman.Acts 26. 16.
So as to become impossible by act of Law the condition is discharged 1 Peo 4:4. 2 Peo 2:21. Jude 17. 3 Bro Peo 389. 3 Cl 269. 3 Mar 81.
So if a fermant is made a condition that she shall marry the femme and the latter within that same marries another, where the performance is rendered impossible by the act of the party and therefore the event is alteratum.


The rule is the same if it become impossible by the act of the party in whose favor it is made. But it is otherwise if the obligor binds himself to perform the condition for he can not take advantage of his own wrong. 5 Q 21. It. Net advantage can be taken of the cont. binding till there be some default in the obligor. Peo 2:6. 2:6.

With a condition that if I shall appear at a certain court at a given day, who dies in the mean time the obligation is discharged. Thus one cont. to build a house and to先锋er to perform he is not liable for his cont. 1 Peo 6:8. 3:8. 3:16. 16. 1:6. 86. 1:6. 86. 1:6. 86. 1:6. 86. 1:6. 86. 1:6. 86. 1:6. 86.

If the cont. of a stranger be made necessary by the terms of the instrument as evidence of compliance with a condition and such stranger arbitrarily refuses to the obligation discharged. 2 Peo 5:7. 5:7. 5:7. 5:7. 1:2. 1:2. 1:2. 1:2. 1:2. 1:2. 1:2.

The last was a case of insurance against fire but it was a condition precedent. If the cont. contains a claim making the test judge whether the condition precedent has been complied with the claim is void and the matter is submitted to a jury. 2 Peo 5:7. 5:7. 5:7. 5:7. 5:7. 5:7. 5:7. 5:7.

If a bond is conditioned for the performance of one of two things and one becomes impossible the obligor is still bound to perform the other unless such impossibility is occasioned by the obligee. Thus if A contracts to convey a house or a piece of land and the former is burnt by lightning he must
perform the last breach of the obligation. 1. 1st 24. 2 Ed. 24. 24.

16 Mor 24. 5 8. 22. 2 El. 176. If the condition becomes virtually
impossible, by the act of man, or the will of God, the obligor must perform
as much as possible. Then to make a loan for 10 years, and a St.
otherwise, to make them to be made for more than 40 years, the obligor is
bound to make it for this period. 1. 24. 12. 1 2. 2 Ed. 24. 2 Ed. 24.
(At St. 2. 8. 2. 3. 2. 2. Ed. 24.) 2. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24.

1st 279 21 289 8. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24.

Secondly, if a con-
be impossible at the time of making the contract, yet conditions agree-
depend on its being performed in subsequent. A condition precedent is one
which must be performed before the right or estate that depends upon it can vest or revenue. A condition subsequent is one in which an
estate already vested in the defeasor. 2. 2 Ed. 24. 2 Ed. 24.

and this is called a defeasance clause. If a condition precedent is
impossible at the time the estate which depends upon it can vest.
It is void at interest. For there can be no right in the
performance. 1. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24.
The same
law of the condition is possible at first and afterwards becomes impossible.
to if the condition precedent were unlawful for no right can be acquired
by an unlawful act. 2. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24.

But if a condition subsequent
is impossible at the time it is indefeasible and the only unconditional.
Therefore a condition on condition that the party go to learn in order
the estate abrogated. 1. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24.

2 Ed. 24.

It is a bond with the usual conditions it is simple with simple
in the case of a condition that the estate is vested, if in the case
of a bond the penalty is absolute in respect to and adverse
cannot affect within 2. 2 Ed. 24. 2 Ed. 24. 2 Ed. 24.

But instead of executing copart
as honest recognisances or if the impossible condition is insert to
the body of the obligation, the whole is void. For there is
no obligation in present. As there is no distinct part to
create St. 1. 2 Ed. 24. 1. 2 Ed. 24.
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A distinction must be made between contracts written and in writing as explained by the

name of" bonds and mortgages. St 29 Ch 13. (St 13.

1. Ten 1792. 2 St 6 1b 159.) To this the following points will not apply:

an action must either at law or in, unless the agreed or some

part or memorandum of it be in writing signed by the party to

be charged or by some other person duly authorised. 1 A promise

by Est or Assent to be withdrawn for any act or

but of the testament. 2 A promise to answer for the debt, default

or miscarriage of another. 3 A promise in consideration of

marriage. 4 Sale or Contract for sale of lands or any interest

in the same. 5 Contract not to be performed within one year

from the act of making them. 6 A clause in the Eng. Statute

relating to sales of goods of more than £10 value is not material

here. 7 St 3 B. 3. 7 JR 14. By which, although it appears

that the Statute extends to executory contracts to those which can

be executed immediately. E.g. Eng. St 37. It is enacted that

all sales, sales or leases of lands or any interest in them shall operate

as leases of estates at will only, with the exception of terms not

exceeding 5 years, reserving rent of at least two thirds of the increased

value. 8 St 24. 1. (St 24. 2. 4. (St 24. 2. 4. 2. 4. 3. 4. 3. 4.) In Conn. all part sales are invalid. St 32 4 10.

First, as to a promise by Est or Assent, it has been said that if the law

assists their part promises are binding since the assets constitute

sufficient consideration so that the duty is transferred to the land when

not in a representation but in a personal capacity. 17 St 125. 6

5 JR 3, but there is no authority for this. 17 St 216. 2. St 216. 7. The

duty is transferred and the possession of assets only subjects him as

representative, and besides the statute cannot proceed upon a distinction

between agents with and without a counter. At 91. But proof of assets

will not raise an implied promise to charge the representative personally

the one withheld. Contra 15 JR 690. Consp 686 7 JR 351.
A submission by an admr. of a claim to arbitrators was held
plan to be an admission of assets. J.N. 166. This opinion coincides.
with J. W. 1, ib. 379. "For an admr. in this case to be
admirer, he must be aware of the existence of a claim
without ascertaining or admitting that he has
assets, but if on such submission the arbitrators award that the
adm. shall pay a certain sum, it is equivalent to finding assets to
that amount." J.N. 159. It is held that the fact of interest was an
admission of assets to pay the principal, but this is overruled. J.N. 25.

Put an acceptance of a bill of exchange by executors who are
owners is an admission of assets. Otherwise third persons might be
accrued and intruded. P. 82-3 112. 1 428 622. 3 486 1 358 1260.
Bar 1225. 1 454. To a transfer by solicitors E. & F. (ib. 111-2).
3 814 1 358 1260. In case the court be in writing to the
E. & F. Adm. is not bound unless there be a sufficient consideration to
support and, so, it is a simple cont in ib. J.N. 31. J.N. 262.
1 Cent 26. 1 2672. 1 8793. For the object is not to make E. and
F. liable in all cases and at all events where the cont is in writing.
but in those cases only in which before the Stat. he would have been
liable on a plain promise ib. J.N. 33. J.N. 262. It is not true, and to
make it (ib. or J.N. 33) personally liable there must have been an
existing claim which before him as representative otherwise there
would have been no consid. J.N. 206. 2 431 136. Co. 3. 46-7.
The cont must appear in writing and that from the forced and effect of
the words agreement ib. Co. 11. 10 16 207 6. 6 Cent 324. Do not
in a cont by writing contain an agreement to a specialty. To
take advantage of the claim there must have been an admrs. or
admrs. at the time the promise was made J.N. 201. And 336. Promising
must be consideration of being afterwards appointed admrs. or admrs.
within the Stat. Not necessary to own assets in an action on
a promise because the debt is subject to all "ad bonos proprios"}

Secondly. "To ensure for the debt
resulted in misappropriation of another." Under this claim this
general distinction is to be observed. If the promise made for
for the benefit of another is binding, the law part but if it is
collateral it is otherwise. See supra fo. 87, Ch. 24, 1 Will 306
Est. 1512, 3 H6 1886. In the latter case it is a promise to answer
for the debt of another in the former not. So the word collateral
is not used in the Stat. A promise is said to be original when the
third person for whose benefit it was made is not liable at all to that
person nor is it collateral when the liability is extinguished in the
promises being made. See 2230, 25, where there is a
new consideration arising out of a new and distinct transaction and
moving the promise so that the debt is only the measure of what is to be
performed for another effect. But when the promise is made in aid of a
subsisting and continuing liability and when the promise only
provides an additional
remedy it is collateral and within the Stat. 2 H9 451, 3 Mev 265
1 Will 206 - 2 ib 94. See K. 1866. Est. 34, Of 451-2. B. 2 B. 4, 103,
1 hole. 121. Op. 445 That Bie. 112 e. B. It says to a merchant “deliver
goods to J. S. and I will pay you,” or “charge these to me,” or
“deliver these on my acc.” the promise is general for J. S. is not liable at all
and there is no debt default or mischance. 2 K. 211. 1 hole. 122.
1 hole. 1886, M. 1 219-26. But if he says deliver goods to J. S. and if he
does not pay I will the promise is collateral. Ch. 247. I hold the
intend is that the charge should be in the first instance in the receiver
and the promise by J. S. is to pay the debt of another war of J. S.
and is in aid of his liability 2 to procure him Credit. 2 K. 211. 122.
1 hole. 1886. I will sell you what here collateral. 2 K. 26 T. 1 hole. 122. Ch. 247,
1 hole. 118. I have heard that such a promise before the
delivery of the property was original then being no liability on the part of the
part of the merchant. Ch. 247. But it has been since overruled.
2 K. 211. Ch. 247. As to where the above construction is not correct
at any rate it is new heard that such the promise is in this from the court
as at liberty to consider the circumstances of the case and the situation of
the parties. 2 hole. 1886, M. 1 219-23. So then words if you do not
know J. S. you know me and I will see your paid held collateral.
I. S. to be first charged 2 K. 26 T. 1 hole. 2. Ch. 247.
A promise by one that on consideration of your letting a house to him, he shall relieve him is collateral: this is an unassuming answer for the default of another to perform his contract since the promise given in the last place. 2 Pet. 2:10, 3 1 Sam. 12:16. 6 Nov. 1617. 22 12 Mo. 1679. Holt 1645. 13 1 Zac. 1735.

And it is a general rule that a promise that a third person shall do a particular act for the omission of which he would be liable is collateral. 2 Pet. 2:10. 20 1 Zac. 1735. Sears if he would not be liable. 12 1 Zac. 1735.

If a sufficient consideration that he shall pay and if not then he will, this promise in original if it is not to give it. 22 3 Pet. 2:10. 3 1 Zac. 1735. So if a agent buys goods at an auction and does not return his principal the agent is liable without writing since he contracted for himself. 2 1 Zac. 1735.

3 1 Zac. 1735.

Do make a promise collateral it is necessary that the party for whose benefit it is made should not only be liable but that he should commonly witness the making of the promise. 22 3 Pet. 2:10. 22 1 Zac. 1735.

And when the same cont. with him. 12 1 Zac. 1735. If the promise is by one of several persons already liable as if it is not within the Stat for it is not to pay the debt of another. 22 3 Pet. 2:10. 5 1 Zac. 1735.

Then a promise to pay costs by one of two defendants 22 3 Pet. 2:10. 3 1 Zac. 1735.

2 1 Zac. 1735. While the promise is original, unless, amount is proper but it is otherwise when collateral here a sufficient consideration is necessary. 2 1 Zac. 1735. 3 1 Zac. 1735. 22 1 Zac. 1735.

A promise in consideration that the promise will extinguish a debt against a third person is not within the Stat, for it is not to gain a credit for him or in aid of his continuing liability. 3 1 Zac. 1735.

Thus have the bank of J. S. & I will pay the debt the day 3 1 Zac. 1735.

2 1 Zac. 1735. 3 1 Zac. 1735. 22 1 Zac. 1735.

2 1 Zac. 1735.

3 1 Zac. 1735. 2 1 Zac. 1735. 3 1 Zac. 1735.

2 1 Zac. 1735. 3 1 Zac. 1735. 2 1 Zac. 1735.

2 1 Zac. 1735. 3 1 Zac. 1735.
Contracts

When one is under a moral obligation to pay for benefits received by another, a
formal promise will bind. Personalization is to a promise, the promise to pay
the promise is binding. But 25th, Sect. 2, or 25th. A promise to pay a certain
sum as consideration of the withdrawal, it will suit against that for an assault and
battery has been held original. Then was no debt due from him, it was
not certain that there was a default, at any rate, it was never liable to pay
the particular sum or to from the particular duty. 2 D. 477, 1 B. 507.
7 Cal. 296. 2 Cal. 253. 9 Cal. 214. Then must exist a debt or duty other
mentioned or capable of being so at the time of promise to bring the Debt within
the Stat. But a promise to pay on condition of paying a suit against 3d
for debt is collateral. The debt subsists against 3d, and so does abandonment of the promise. 2 B. 498. 1 B. 477. 9 B. 214. 2 Cal. 296.
And a promise on condition of 2d. Staying an action of this against 1st to pay
the damages is collateral, and within the Stat. It is the same duty and the same
sum as the value of the property. 2 D. 475. So long, a returnable bailiff the debt
from the bringing another suit on the same cause of action, but in Cont. it has
no such operation. 3 B. 496. Promises to pay 3d's debt of 2d. 2d. Will release
1d. Taken in moral jurists, is collateral for the debt continues and 2d may
be assessed against. Because if taken in final process no releasing power
will discharge the debt. 4 B. 245. 1 T. 557. 6 B. 525. 7 B. 429. 25th. 571.
A written promise to pay the debt of another is the debt not is discharged by the
creditor granting forbearance to the debtor. 25th. A jurat confirmation by
the debt excluding the necessity of proof will prevent the application of the Stat.
as tenor sealed or money paid into Court. 25th. Sect. 238. Sect. 238. Sect. 238.
It is not necessary to show that the promise is in writing as the Stat only
introduces a new rule of evidence and not a new rule of pleading. 25th. Sect.
2 D. 452. 245. B. 245. 1 B. 452. 5 B. 158. 158. This rule applies to
all cases contumelious by the Stat. 25th. Sect. 287. 2 B. 126. 12 B. 126.
4 B. 155. 4 B. 156. Lettis to the declaration confesses a promissory writing
1 B. 155. 1 T. 357. There is Cont. as all written Containing
promises are specialties. Deeds if such deed is placed in bar to another
action 25th. 2 57. B. 2 8 57. R. 2 8 57. B. 2 8 57. Greater strictness is
required in a deed in bar than in a declaration. But it is necessary
in declaring as well as pleading in bar to show the consideration. 25th. Sect.
25th. A favor Cont. to pay the debt of another and to do some other
thing is within the bar in State for if one part of an entire Cont is
still the whole is so. Then can be no recovery. 2 B. 2 3. 1 T. 257
4 B. 212 1 5 1 2 3 1 2 3 1 2 3. 1 T. 257.
Thirty. Agreements in consideration of marriage.

This clause relates not to promises to marry for there are good reasons against it. Ed. 281. 1 Edn. 1179. 2 Edn. 1182. Art. 34. 1 Bro. 1192. 11 Pet. 1192. 11 Pet. 1192. 11 Pet. 1192. 11 Pet. 1192. 11 Pet. 1192. It includes only agreements in consideration of marriage or family attachment. Ed. 281. 1 Edn. 1182. Art. 34. 1 Bro. 1192. Then the contract must be one that is not evitable, but in the case of partial performance. It was formerly that if the promise of marriage was made with the stipulation that it should be reduced to writing it was good. I Dow. 1192. 1 Ch. 1192. But such stipulation seems to make no difference. 1 Dow. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch. 1192. 1 Ch.
Contracts

Once decided in Law, that a parcel of goods by the grantor at the time of granting to pay for a difference in the described capitals was within the Stat.

Prob. 22. 1 Fost. 43. Centr. since Legg 23. But parcel agreed respecting lands are housing in some cases the Stat. notwithstanding, and there are fewer as one parcel by parcel consisting with the Stat. and the rules of evidence.

This is no inherent imbecility in the Stat. the difficulty lies in the proof.

The Stat. introduces a new rule of evidence to prevent fraud or injuries.

When therefore there is no danger of fraud in enforcing the agent, it is said not to be within the Stat. Thus if in a bill filed for the specific performance the agent confesses in his answer the agent it is true not to be within the Stat. because there is no danger of fraud or injury in compelling the execution of such a bond. 1 Fost. 21. 341. Br. Ch. 2. 180. 374. 2 A. 182. 457.

13th. 19th. 1 Pro. Ch. 283. 6. 15th. 37. 534. if he does not insist on the Stat. and at the same time acknowledges that he is already bound. 1 A. 156. 2 B. Ch. 6. 151. 6. 62. 79. 20th. B. Ch. 578.

And of the plaintiff alleging a written agreement, evidence of a parcel one will be proof of the debt, except object the Stat. since if the Stat. admits the Court and at the same time insists on the Stat. can it be enforced. Helb 159. Pro. Ch. 160. 574.

1 B. Ch. 216. 3 A. 13. that there would hence a performance in such cases. 1 A. 159. 2 B. Ch. 578. In 1 B. Ch. 159 the statute is laid down generally that an agent confessed is out of the Stat. per Lord Mansfield's speech, at law that the Stat. may confess & insert on the Stat.

2 N. B. 63. 6. 2 B. Ch. 216. 2 A. 13. 157. 4. 2 B. Ch. 23. 6. 13. 32. A. 159.

2 B. Ch. 23. 1. 63-4. So a can be in 2 Bro. 559 or 69. It remains a question whether 1 B. Ch. 159. 1 B. Ch. 222. Helb. 211. Helb. 231. If insisting on the Stat. being the lien out of the agent, the rule that confession in the answer seems to be arbitrary and groundless of the Court foregoing it to be by force to enforce it and case being why not in the Stat. This is the same danger of perjury in both cases. It is also a question whether a Stat. in Chelsea is answer a confession or being an agent said to have been entered into concerning lands Helb 158. 217.

It is denied by J. Mans. that he is 2 B. Ch. 574.

1 A. 13. 57. 2 B. Ch. 578. 1 157. 157. 1 55. 1 24. 2 13. 2 157. 1 13. 2 157.

As Mans. Thus law. Manfield 1. Hardwick held the affirmation was false. 1 157. 1 57. 1 157.

The negotiation being that compelling the Stat. an answer either against or not is laying him under a temptation to commit perjury. And what Stat. does not the objection hold equally in every case when the Stat. is obliged to confess in clear.
[Text of the page is not legible due to degradation and handwriting style.]
Believing himself under the Stat. to commit no very mischief which it was intended to prevent, 5 1/2 June 37/8 341. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

With respect to what constitutes a part performance, it is determined that the delivery of possession is sufficient as to the vendor. 5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

So far as the payment of the purchase money has been held to prevent the operation of the Stat. on the part of the vendor. This decision however has not been entirely regarded in but the current of authorities tends to support it. 5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

It has been made a question whether the receipt of the money the payment of which is to constitute the part performance a may be proved by parole. That it may be evident from the consideration that a certificate determination would render altogether nugatory the decision on this subject. For if the certificate mentioned the certificate and the terms of it then there would be a memorandum in writing accordingly to the requisites of the act, and if it did not then parole evidence must be introduced to show what that agreement was, and the payment of the money is a distinct substantive and independent fact which has no necessary connexion with it. This therefore does not therefore concur within the purview of the law, and does not require written evidence. 5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

The act in which the party relies in claiming the title of the estate to being into execution a part agreed must be of such a nature as to be prejudicial to him. It must not have been in state year nor be such that he would have partially performed it whether he had entered into the contract or not. 5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

5 1/2 June 37/8. 9 341. 4 341. 3 341. 2 341. 1 341. 4 341. 3 341.

A agreement of his tenant for a new lease which does not in writing. It continues in possession after the termination of the first lease, this is not a part performance for it is not an act which the party does solely with a view of carrying into effect an agreement. 1 341. 2 341. 3 341. 4 341. 5 341. 6 341.

1 341. 2 341. 3 341. 4 341. 5 341. 6 341.

Marriage is not an act of part performance though there is no possible case that could occur that would not be part beyond the operation of the Stat. It would in effect repeal that clause of the Stat which requires an agreement in consideration of marriage. 1 341. 2 341. 3 341. 4 341. 5 341. 6 341.

1 341. 2 341. 3 341. 4 341. 5 341. 6 341.

But as to consider on the case is different and may very consistently with the reason and spirit of the Stat be made a case of part performance and therefore an exception to it. 2 341. 3 341.
The next clause of the act respects cases not to be performed within a year, and hence, there is no statute of limitations. It has been held that this clause does not extend to lands and tenements. This construction has been followed in subsequent cases as being reasonable and just. It would be good without notice or memorandum. 31 N. Y. 137. 8 Me. 371. 127. 270.

But if the term is to take effect on some contingency which may or may not arise, then within a year it is good. As if A agrees to pay a sum of money on the return of A ship from Sez. Salit. 155. New. 228. 129. Stat. 206. 3 Idaho. 316-676. 31 Co. 214. So if A agrees to convey lands or any other act on his marriage with B. so that his heirs shall pay money at his death the Act may be enforced notwithstanding the Stat. In order to render them valid both good and bad, it is necessary that the contingency should happen within a year for they agree in either good or bad at once and their validity cannot be at all affected by subsequent events. 5 Den. 1281. 31 Co. 214. Hence it appears that the Act extends only to such acts as by the express term of the Act are not to be performed within a year, 3 Den. 1281.
Contract. Statute of Frauds & Injuries

acquiring consideration or within one year thereafter it is not within
the State. As if a statute promised by part to pay for the board of his
son for five years at the end of that time the agreement is good. For let it
be agreed to pay within six years but if the time limited be seven or
more years the court is not valid. This is the law in Conn. on this
subject there being no Cey. Decisions. 1 Cobb 89.

Here are some general observations on each particular clause
of this law. I shall now proceed to lay down some rules which are applicable
indiscriminately to all and first. The construction of this law and because
of every other is precisely the same both at Cey and Conn. The remedy or
relief may yet be different. 1 Cobb 22. 33 Cobb 405. And here the enquiry
arises whether a party agrees to write, or note or memorandum contemplated to the
act. The answer is any instrument in writing which may be referred to the party
to furnish evidence of the act. In accordance with it has been decided that
a letter containing the terms of the agreement is sufficient note or memorandum.
1 Diz. 179. 3 2d Ed. 32. 9 S. 314. 3 A. 283. 1 Cobb 89. 2 D. 222.
A note or memorandum may be made certain by reference to some other document
or even a written note but then that reference must be express. E. g. A note,
being to B which deems it as a particular deed or an agreement to give the same
from that I saw new parole proof may be admitted in the case to show what
that mean was, and the former the deed referred to may itself be proved
in evidence to show the date which was the subject of the agreement.
3 2d Ed. 118. 1 Diz. 336. 2 S. 2723. 2 Cobb 723. Art. 107-108. But if the terms
of the agreement are not made certain by the reference no parole testimony is
admissible. 1 Diz. 326. 2 Cobb 108. An advertisement is sufficient
note or memorandum. It must indeed be proved that it was published
by the one whose name is subjacent but parole testimony is admissible for this
1 Diz. 259. 2 Diz. 192. Article 108. It has been held that it is
material to the validity of such an agreement that the consideration appears
in writing, since it is an essential part of such an agreement; a construction
If this rule there is an exception under the last clause of the Statute
for reasons which will appear on the face of it. Cobb 307. Art. 117.
The instrument intended as a deed but failing to operate as such is
considered to be an agent or evidence of one. Art. 117. It is in this State one
should execute a deed with only one witness or without a knowledge
before a magistrate. Now the instrument wanting the legal solemnities
is void but may not be standing good as a note or memorandum as to
answer the requirements of the Statute. So likewise if a man should execute
a deed to his intended wife it would be null, void by the marriage.
Contract. Stat. of frauds & perjury. 33

but might yet be used for the same purpose as the deed in the last case. 2 Deed 241.

Act 109. Every writing imports the promise and consent of the parties; and therefore a mere writing by

a Clerk of the conveyance is insufficient to satisfy the Act. 1 Deed 49. Act 109.
The next inquiry is what is a sufficient signing within the Act. With respect to which it has been decided that an actual signing is not necessary. And if the same is found in any part of the instrument with a view to give authenticity to it, it is sufficient. Thus to give a

common brand of an instrument begins. 1 Deed 242. It is equally effective as if of the same

A B was subscribed in the usual form. Stat 399. 3 Deed 137. 9 Deed 9. 9 Deed 249. 2 Deed 238. But the same must be inserted with a view to give authenticity to it, if casually

inserted, the writing will be invalid as in the case of giving instructions to a financier.

1 Deed 242. 33. 1 Deed 137. 9 Deed 9.

Act 109. There was formerly some difficulty in this subject and it was even held that the mere act of writing with one's own hand was equivalent to a signature. But this decision has been since overruled. 2 Deed 252. 1 Deed 137. 1 Deed 74. 1 Deed 74.

It has likewise been decided that a subscribing witness who knows the nature of an instrument is bound to perform every duty that may be stipulated with reference to himself. As when a Mother witnesses a marriage settlement which contains a stipulation that

she should pay a portion of $10,000. 2 Deed 253. 1 Deed 137. 1 Deed 23.

We now proceed to ascertain who must sign. And by referring to the law we shall find that it is either the parties himself or his authorized agent. The signature of both is not absolutely necessary. The name of the one against whom it is to be enforced is sufficient for the purpose of the other he can enforce. 5 Deed 249. 9 Deed 9. 2 Deed 238. 1 Deed 137. 1 Deed 23.

It has been said that both are bound but the reasoning in support of this position is unsatisfactory. If indeed the party not signing brings a suit it refers to the contract as bound for a court of law will consider the instrument as held by the party in whose favor the action was brought. The very act of bringing the bill recognizes and affirms it. 1 Deed 74. 3 Deed 252. 1 Deed 137.

1 Deed 23. 1 Deed 137. 1 Deed 23.

It is held that if an authority signs the name of the highest bidder to the condition of sale it is a sufficient compliance with the requisition of the law in such cases that it binds both parties. 13th Dec. 242. 3 Deed 252. 1 Deed 137.

This doctrine has however been questioned. 5 Deed 181. but is undoubtedly correct if considered solely with reference to the last clause of the Act. 1 Deed 137. 12th Dec. 242. 9 Deed 9.

It has been decided whether sales at auction are within the Stat. 109. the nature of the transaction, but this claim is not well supported either by authority or the decided rules of construction. 1 5th 242. 3 Deed 137. 12th Dec. 242. A printed signature is good upon promising the genuine card that it was authorized 2 Deed 242. Act 124.

The authority of an agent who has signed an instrument need not be in writing it is not required by the act and remains perfect for the same as at time. Jan. 3 Deed 242. 9 Deed 9. 2 Deed 137. 12th Dec. 110.

It is not necessary that the identical writing be signed by the parties, it is sufficient if the be some acknowledgment of the instrument remain valid. 3 Deed 242. 3 Deed 137. 3 Deed 137. 12th Dec. 242.

The considerations of a oath. The materiality of a testament is evident from the definition
Consideration is necessary to the executability of a contract to make it legally binding. It is a mutual agreement. A consideration is the money, goods, or services exchanged between the parties, which must be sufficient to support the contract. Consideration is not always money, it can be other forms of exchange.

A good consideration is that of money, goods, or services. It is not limited to money. It can be anything that has value to one party, such as labor, services, or money. Consideration must be mutual, meaning both parties agree to something of value.

There are different types of consideration. In a simple contract, consideration is usually cash or money. In a special contract, consideration can be more complex, such as personal covenant, labor, or services.

A contract without consideration is voidable, meaning it can be voided by either party. When a contract is voidable, it does not have the force of law and can be undone at the discretion of the parties.

In a special contract, such as a deed or a lease, consideration is often more complex. In a special contract, the parties may agree to exchange goods, services, or money. In a lease, for example, the landlord agrees to provide housing, and the tenant agrees to pay rent.

In a promissory note, consideration is often the promise of future payment. In a promissory note, the borrower agrees to pay the lender a certain amount of money at a future date.

In a written agreement, consideration is usually evidenced by a written document. The document must be signed by both parties and witness or notarized.

A contract is not enforceable unless it is in writing and signed by both parties. The contract must also be legally binding. Consideration must be clear and definite. A vague or indefinite consideration is not sufficient to support a contract.

A contract is not enforceable if it is against public policy. Contracts that are against public policy are not enforceable. For example, contracts that encourage illegal activity are not enforceable.

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It has been laid down by George Wilson & Blackstone that a contract which is reduced to writing is good although without a signature. 1 Dees 1670, 2 Plowd. 26. But this provision is too broad the event of a man was reduced to support it but this rather proves the contrary for in this, not negotiable the contract is always a subject of inquiry and in these which are so the request cannot be dispensed with between the parties or in this clause. It is indeed true that between parties not original as drawer & endorser it is immaterial whether there was a consensus or not but this is running in negotiability of the instrument and may be referred to as a principle of the Law thing which in this respect differs from the Otter. swore 72 Car. 122, 337. 1 Dees 1662, 5 Wall 121, 75, 1647, 1670. 1 Cro. 342, 344, 2 Dees 1672, 30, 304. The strictness of Law of Consents is always necessary whether the Court is special & simple as is the example of a joint bond. There a consent is supposed. The Law is not indeed obliged to point it nor can the left deny it but the reason is the security of its being annexed a consent which premise cannot be rebutted. The language of the Law in the Act is extracted from requiring his own deed, 1 Dees 1670, 1 Dees 1671. 1 Cro. 340, 2 Dees 1672, 5 Wall 121, 650, 1 Cro. 340, 2 Dees 1672, 377.

In principle the joint consents in no respect a validity of all agree to. But the rule in its fullest extent means receiving certa only it does not invalidate the agree but only amounts to the that the law will not enforce it. If the parties have already executed it or if the law has already carried it into effect the Court will not Consents will not interfere at all or in other words the Court is good between the parties themselves. 1 Cro. 340, 2 Dees 1672, 377.

It has been said that a consents can only now in two ways 1st the party who the thing stipulated is advantageous to the precipice or 2nd. When it is disadvantageous to the precipice. 1 Cro. 340, 2 Dees 1672.

The essence of the first is when A furnishes goods of B which are delivered to him & the stipulates to pay the price. Where the deliver the Consents is advantageous to the precipice. The execution of the price is altogether immaterial unlessxauml; unless it is so inadequate as to be evidence of fraud. The Law does not regard proportions it is sufficient if the Consents is of any value. 1 Wall 237, 2 Dees 1672, 1 Cro. 340, 2 Dees 1672, 2 Wall 213, 1 Dees 1672.

But an odd insignificant consents is not regarded 2 Dees 1672, 1 Cro. 286, 66, 1 Dees 1672. Any thing however trifling provided it be not made insignificant to be done by him to which the stipulated is made, as merely showing cause by letter to letter. 66, 1 Dees 1672, 66, 1 Dees 1672. 1 Dees 1672, 1 Dees 1672. It has been decided that the relation of Landlord & Tenant is a sort consents. 1 Wall 213. It holds a bond against B A stipulates that he will pay to A the amount of it if he will give it up to B. Here the thing stipulated is disadvantageous to it. The stipulate is an example of the second way in which a consents may arise. 1 Dees 1672, 66, 1 Dees 1672, 1 Dees 1672, 66, 1 Dees 1672.

From the rules last laid down it follows that when the consents is part-executed
it will not support a Contract. As if it bears my servant's assurance
I promise to pay him a sum of money. Now is no debt or duty no legal liability.

Therefore the Cont being without this requisite is not valid. Now at 392. Co 741
1815. 2 T. 12. 731. 11. But when the Consider is not altogether past because
he is to be partly it will be sufficient. As when a lover promise to
indemnify, to save harmless a loss. In Consider of his being his tenant having
occupied the lands. From the Cont was held good because the parties evidently
considered not only to his part but also his future occupation of the lands.

But the rule as laid down is too narrow for in certain cases a Consider past
a wench will support a Cont. The first class of cases which arise under
this observation are those in which there was a prior legal obligation to
the promisee, as when I agree to pay B, the expenses which I had incurred
in buying the stables of A which were at my expense or in cases by Stat.
And it has also been decided that not only a previous legal but also a prior
moral obligation was sufficient. Consider of a promise to pay a debt barred by
the Stat. of Limitations. 1 Scow 33 and 2 Hagg 259. 2 Co 345. 1 Co 290-4
25. 25. T. 147. 1 Scow 897. So also a promise by the judgment Granger to pay for
the raising of his natural child is good. 2 Coa 858.

If the past promise
annulled by the request of the promisee it will support the Cont. for the promise
the subsequent couple itself with the previous request and by legal relation
has the same efficacy as if made before performance on the part of the promisee.
2 Vent 268. 3 Bulle 56. 1 J. 103. 1 Co 31. 12 Coa 409. 1 Scow 356
2 Coa 42. 282.

A man stranger cannot maintain an action on a
contingent which contains stipulations in his favor nor can he rely on the
merit of his act. As one of the parties to the Consider of the agent for his
advantages to the promisee is disadvantageous to the promisee. As if she
considered that B. will acquire him of a breach of a promise to pay a sum of money.

C cannot maintain an action against A on failure of payment. 1 Coa 67. 18 Coa 441
597. 1 Coa 87. 8 I. 33. Child on Del 92. But this rule has been much
relaxed and indeed is confined to cases between the parties. 3 T. 111. 1 Scow 139
77. 3 Coa 292. 1 Scow 55. 1 Scow 102. 2 Coa 443. 2 Coa 34. 18 Coa 263
1 T. 3. 689. The part agrees the third person for whose benefit the promise
was made may maintain an action 1 Scow 118. 1 Coa 48. 1 320. 3 33 Mc 114.
1 John 146. for the third person in effect satisfies the Cont by his subsequent assent.

This is analogous to the case of agent principal when one enters into a
consideration on behalf of the other without his previous knowledge, have the
principal has a right to accept a confession of the debt of his agent to maintain an action on nonfulfillment. This is not surprised in part of any original party to the contract. But this is impossible in the case of a special agent, or all of the solemnity of the instrument which does not admit of a third person bringing an action in his own name and declaring as if the promise was made to himself. 1533, 107. When there is a new relation subsisting between the two persons, one of the parties the rule under description has been applied as when a 1000 men promised to pay the damages of a broken glass a sum of money promised the Latin words success in effectuating a cure. But this destination is altogether arbitrary for the law recognizes no difference between strangers and new relations.

110, 323-32. 1 Sev. 216. May 302. 10 Geo. 1st. 17. 10 Geo. 1st. 15. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d.

A promise to pay a debt in consideration of forbearance without any limitation of time or any stipulation that it shall be performed. It is not bound by the oath of the creditor may delay but a moment or it would be forbearance and a compliance with the terms of the agreement. Therefore, the consent is frivolous. But a promise to delay one year or a reasonable time will be sufficient. In the latter case, it will be submitted to the court whether the time was reasonable or not. See C. 21 y. 187, 200, 187, 95, 187, 95, 187, 95. 300, 187, 95.

The next requisite is that the party should be at least chargable or at least subject to a substantial liability. As when the mother promised to pay the debt of her son in consideration of forbearance to sue. Here, the son is held liable. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d.

The promise to pay a sum of money for the discharge of one who is arrested in arrest, procceed is not valid. How is the man's claim in false imprisonment in any moment. The promise is merged it is a violation of law. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d.

The third class are those which are termed mutual and independent promises, where the engagements on each side are reciprocally the consist of each other. In this class of cases, performance or not a condition precedent, as in either side, no consent thereof is necessary, as the case may be. Each action may exist in respect to the same subject matter may subsist at the same time, as in consist of, if you promise to build me a house, I agree to pay you a sum of money or vice versa. You engage to build me a house in consist of my promise to pay. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d. 1 Geo. 3d.

This last consideration is not observed in Ep. Performance must be agreed or a readiness to perform or the will of will be immemorial. This is not because the lender of the court is different in the two courts; but it is founded on this principle that the inquisition of Chan. is always discretionary. The consent of the party to have the claim enforced or one side while it is not performed on
The other is not correct, on considerations, and it is a practice that he who would have his contract enforced must do. Therefore the court will make the fulfillment of the law on the part of the parties a condition of relief. Besides this, the decision is justified on the ground of preventing a multiplicity of suits. Courts of equity, moreover, to secure equity of a controversy while they allow the other undetermined. 1 Ten 382. 2 Ten 403.

The promise is in this form: I will pay you a sum of money. The latter is not to be dependent, in the absence of a contract. 1 Ten 371. 2 Ten 446. 4 Ten 478. 8 Ten 373.

The combination of language in various of the forms of usury in the Anglo-Saxon law, different. And the question whether the promise is independent or dependent is governed by the intent of the parties. And the order in which the existence of the parties requires performance is not by the contract in which the transactions are made as in the instrument. 1 Ten 371. 2 Ten 446. 8 Ten 373. 1 Ten 382.

It is the duty of the party to keep to his undertaking to do some act respecting it. This rule only, imports, that the obligation of the agent or two parties must appear on the face of it. It may be an apparent contract, in the case of contracts with infants. The one is bound on the other act. 1 Ten 371. 2 Ten 446.

The mere giving to another of property, is not to make the other bound to return it, if it is not done in trust. 1 Ten 371. 2 Ten 446. 8 Ten 373. 1 Ten 382.

The mere giving to another of property, is not to make the other bound to return it, if it is not done in trust, but in the case of contracts with infants. The one is bound on the other act. 1 Ten 371. 2 Ten 446. 8 Ten 373. 1 Ten 382.

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Contracts. The Consideration.

When completion of the agent's work, the principal is recognized as the Penn. If an amount found in the consents to a contract, by speciality or not, inadmissible. 24. But in the execution, it does for in the same case, the party is entitled from curing any thing in opposition to its use. It will be an unavailing form for the price of which B agrees to hand to A, on the fraud in the contract. B cannot rely on a defined in action on the bond, but must know his remedy by way of action on the case for the debt. In the same case, a vis. fraud in the execution, the agent, so termed in the instrument, is not in fact, as in the party, as in a case of misrepresentation, which may, always be found by some other fact affecting its validity. 2 Sel. 114. 2 Tac. 994. 2 C. 9. 117. 24. 2 Sel. 111.

But a Court of Eq. will relieve not only in cases of fraud in the execution, but also in those of fraud in the consideration; and when it is merely partial, as well as total. The reason of this difference is that a Court of Law must begin a cont. in conclusion, or not at all, but Eq. may adapt its rules to the justice of the case. 2 Sel. 213. 24. 72. 117. 2 Tac. 845. The rule was formerly the same in contracts executed, the at solemnity of a speciality did not interfere. 2 Co. 253. 1 Cow. 39. 46. 97. 2 Swift. 119. The case of simple cont. it has been used, or whether it does not apply at all for fraud in the contract may be avowed. But the effect of this remedy, the onus of proof is increased when it is particular to refer the action when it is total. 1 Cow. 39. 176-178. 6 John. 153.

In Cont. a total found in the consents to a speciality is no good defence at Law. 1 Ser. 58. 585. But if the fraud is only partial, there is no relief, but in Eq. The Interpretation of Contracts.

The first subject of inquiry is the interpretation of Cont. The object of which is to ascertain the intention of the parties, at which object we should rest in the construction coming up to it in the one case amounting and passing beyond it in the other. 2 Tac. 845. Words are to be understood in their most popular and known sense unless there is some substantial reason for adopting a different signification. 2 Tac. 104. 2 Sel. 174. It is a settled rule that if a agreement of 2.5 sext. of all, we is not entitled to the barrels themselves. But only to the liquor which they contain. which is warranted by the practice of trade. But if on the contrary, he pays to ships of wine, it may have the barrels as well as the liquor which is warranted by the similar usage. 2 Tac. 845. 2 Sel. 174. Words expressing of quantity or measure are construed according to the usage of the place where they are stated. as in the case of a barrel which in different places is of a different capacity. But money is to be construed according to the denominations of the place where payable, as for example, at thousands of lire in Antrim from corn, would be considered a thousand £, but not lawful.
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10. Nov. 22. At 160. 482. 483. 484. 485. 486. 3 487. 488. 489. 490.
words will have their full effect. Decedent 135574, 1st March 1774, Court 11, 2 No 409. But when the application of all these rules of construction
the intention remains unmistakable the words are to be taken most strongly against
the person bound for it is his language and if it is ambiguous it is his own folly.
9 Co pl. 228. 11th 1816-191 233. 11th 1770. 236. But in the case of a paid bond if it is any ambiguous in the condition it is to be construed most
favorably for the obligor for such condition was intended for his benefit besides the exception provides to his discharge a penalty which is always obvious in
11th 1770. 9 Co 22-3. 11th 1770. If one is bound in a penal
bond to make an estate in possession of the advice of Ab. a derelict is the estate
it must be made the penalty is paid laying out of the question the sufficiency
of the estate of both of which being required by the terms of the agreement 5634.
Park See 1790. This is also another exception to the general rule viz where the
application of it would not violate an injury to third persons. Thus if tenant in
11th 1770. 22-3. 11th 1770. Thus if the bond in question is to be taken in
the most extension sense in which they are generally understood, there is
a warranty against all men is a warranty against all persons. 11th 611.
When legal words are used in a bond they are to be construed according
to their legal meaning and phrases as well as to their technical meaning
a Rov 255. 11th 414. Thus if the estate be limited to 4 for life as long
as he shall pay a stipulated sum to his heirs the same respecting the payment of
the estate itself extends to all the heirs of 4 (whether lineal or collateral) in
succession. In construction the general intent manifest upon the whole face
of the instrument is to govern. The shaped by the meaning of particular
words a phrase 1st 240. 11th 415. 11th 615. 11th 413. If the thing is not
in the same place as agreed the value thereof at the time of performance is the
value at the time, but if the thing has risen in value, subsequent to that time
then the value at the time of trial or rather the highest value in the intervening
time is the rule. 1st 241. 11th 417. 11th 418. 2 11th 21 27. 11th 419. 1 11th 420.
If there be several instruments executed between the same
parties in the same subject matter they are considered as one instrument, as in
the case of a decree of absolute default & nonpayment the former being given
by the giver of the latter by the grantor which have already been consid-
ted the instrument "a mortgage" 2 11th 518. 11th 418.

The manner in which debts may be annulled discharged or waived
is the next subject of consideration. When the terms of the agreement not
accepted on the basis it is not consummated and both parties have the
privilege of retracting it. An acceptance by one party to an offer to the other, or vice versa, is not binding if the other party to the agreement does not assent to the contract unless the contract is ratified by both parties. If an offer is made on one side and accepted on the other, and earnest money is paid to a future time, the performance of the contract is changed from the date of the agreement. By 11 Bk. 449, 11 El. 565, 45 El. 64.

Thus the minds of the parties must meet or that a present right to the property or the other to the price, unless the agreement is to be executed in the future. But if the offer and acceptance are not in the same contract, but in different agreements, and the payment is not made at the time of acceptance, the offer is not binding unless both parties assent. If earnest money is paid to a future time, the contract is voidable by either party until the time of performance.

A contract which has a lapse of time in which to be performed is voidable by either party. However, in the case of a renewal or extension of a contract, the parties must assent to the extension. If the contract is voidable, the parties may rescind it by mutual consent, or by parol. See, e.g., 2, 4, 13.

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Contracts - How annulled.

This release may be either express or tacit. The first is by way of mutual consent, and by declaration or cancellation. If the who is to be benefited by the performance of a contract prevent it, the other party will be discharged. R. Co. 91-2, 1 Inst. 176. 3 Pr. 54. 1 It. 265. 416. The party who is prevented is in the same case as the he had performed - may maintain his action for the price stipulated. 1 Inst. 216. 1 It. 419. 21.

A contract may be cancelled by entering into a new one of a higher nature with respect to the same subject matter. In the language of the new contract, the old one is, if a simple contract is satisfying between two parties and they afterwards enter into a bond and this is afterwards turned into a judgment. Then the simple contract is first merged in the bond so that on its issue the judgment. It is not the intention of the parties to create a new debt, nor to furnish a legal remedy, but to substitute a higher for a lower one. L. 655. 3 Bar. 18. 3 N. Y. 155. 3 Oct. 257.

But much is not the effect when the contract is entered into by a stranger, than it is entered into in a simple contract. A stranger gives to B a bond by way of security. Here is no merger, but B may sue either party A or the simple contract or both his bond. L. 231-6. 1 It. 265. And a contract of a given degree cannot be extinguished by one of the same degree but this may give an additional remedy. 1 Inst. 57. 1 It. 80. 57 Bill. 62. When the bond contract is intended to be a substitute for the former it may in that way be an effectual defense to an action on the contract. R. Co. 117. Stats. 126. 2 3 N. Y. 260. 3 Est. 257. 3 1. 232. When a contract of a lower nature is inserted in one of a higher, merely by way of security or for the purpose of contracting or to enlarge the remedy, it is not merged. Thus one Bailment goods takes a deed which secures the simple bond. The intention of the parties is not to turn this simple contract into a specialty, but only to give additional security. 1 Inst. 19. 111. 2 Bar. 46. 60. It. 264. 1 It. 18. 25-5. A court by deed cannot be annulled unless it is by deed or it is a provision of the law that in discharging the deed it must be done. 6 Co. 17. 6. 1 It. 256. 9. 1 Inst. 17. 119. In pleading it is not correct to aver a declaration of satisfaction of the bond itself, but only of the money due on the bond.

Yel. 197. Co. 254. If Proof 144. And the right of duty caused by a contract, must be in one it is at law discharged, as when it declares to convey the use of the estate. 3 Co. 197. 1 It. 58. 1 It. 264-5. 9. 119, 46. 260. 3 1 257. The form is the same when a marriage occurs between debtors. 1 It. 121. 144. But in these cases relief is made in Eq. 60 as to its justice to the rights of all third persons. As when the pay of money due from an Eq. is requisite to make a satisfaction of assets. 1
Contract. How annulled

A contract may also be discharged by an act of the Legislature. Thus a particular thing is stipulated to be done, but that occurrence makes it illegal, the party not bound to the performance. See 177, 3 Med. 510, 2 Beck 488. If the agreement be discharged by an act of God, and a catastrophe occurs, 10 Mont. 265, 16 G. & T. 335, 1 Dr. 477, 10 W. 137. The act of a third person cannot excise the terms of a contract. See 145. That it may contain provisions which relate to that party's interest. 11 P. 345. That of the act is by the terms of it to take effect to be vacated or annulled at his pleasure. See 424, and 201, 1 Torr. 215, 601.

The following was omitted by mistake on page 39.

In the above cases there was not even a reasonable liability to render: as when an infant hurricane, with a violence, struck a dwelling house, and the owner promised to pay in consideration of the same, 171, 200, 376.

Contracts rendered with respect to the terms of their consent are of three kinds.

1st. Those which are called mutual and equivalent. Neither that which is stipulated in the one respect or contingency, if that which is stipulated in the other. I engage to pay the sum of money in consideration that the latter will cerv me a horse, or cannot institute a suit against it without occurring performance or that which is equivalent thereto. 11 St. 171, 215, 2 Sel. 90, 1 Hot 166, 1 Ch. 11.

117, 274, 11 Mil. 269. With respect to what is equivalent to performance intent the agreement that a tender, or prevention by the opposite party, or absence when his presence was necessary, to carry it into effect be agreed to equally as performance itself. 115, 130, 13 838, 45, 11 12, 30.

148, 249, 10 Ch. 218, 10 Ch. 205, 116, 197.

2nd. The second class are those in which performance on both sides is concurrent and in which neither can recover without the joint occurrence of both performances. A promisor to deliver a head of what is called a given horse, etc., for a given price, and this, the act, are concurrent are held to bind the Thur. 11 St. 320, 11 Ech 13, 619, 79, 1 Hot 106, 1 Exh 145, 117, 767, 116, 217, 117, 361. As the agreement is that one party shall do an act for which the other shall pay the performance of the act or a condition precedent to the payment. But the day limited for payment is to arrive or may arrive after the performance. This last is not a condition precedent. As if in consideration of your building me a house I promise to pay you $100 at the end of two weeks. You may sue me for non-payment at the expiration of the time limited. Whether the house is built or not. 13 St. 52, 224, 140, 1 Exh 505, 7 P. 37, 1 H. 130, 2 Mil. 39, 7 Ch. 19.
The rule is the same when any time is limited for the payment of money whether any

time is fixed for the performance of the act or not. C. N. A. 255. 1 June 282.

But if the day of payment is to happen after the time fixed for doing the act
performance is a condition precedent it must be adhered. In the above case the
supposed intention of the parties is the rule of construction. Talk 141. 5 Talk 215

1 Roll 114-5.
In common language the words covenant or treat are synonymous, but the technical meaning of the word covenant, is a contract written or sealed and which is binding by the parties. The action founded on a covenant is called covenant broken. The court is in form of a deed by inducement as well as well as in the event of a new case. Yet it is sufficient to sustain an action of its covenant by force of the court or to maintain an action of covenant broken. And it is fitting, indeed, that an action is brought against the party who is suit a move to bring it against him. Bro. Co. 24. Co. 66. The usual remedy to enforce a covenant is an action at law for damages, the action of which is not compulsory. Deeds, wills, and some cases like which a person named to a person named to a person named to a person named to a person. If I say that I do not, the court, I claim, are concurrent remedies. Also if no court, I claim, it is a tort of concurrent remedies. This if I say, a move to do, to do something in shire, I mean the act as a court to me next. Cod. 2d. The common remedy is by bill in Chanc. 1/99, 1/99, 1/99. But it is a general rule, when a judgement is not useful, an action of tort is in damages only. A bill in Chanc cannot be maintained. In common law, no adequate remedy can be found in a court of chancery. It is not the business of a court to determine damages. Br. & Art. 57. 2 Brown, Ch. 340, 1/99. But this rule is not universal. It is the rule that courts to a party is not viable. The court may be enforced. This when it is not the business of a court to determine damages. Art. 3. As Law on a court. It takes a bill praying an injunction and alleging a fraud in the execution of the deed. It may bring a cross-action denying the fraud and praying damages. Nor is it not for the allegation, the court will award damages in favor of. If it is not issued a suit quantum damnumvis. Why the return is what the right judgment. 1/99, 1/99, 1/99, 1/99, 1/99.
With respect to the kinds of court known in the civil law, there are several coordinate divisions: 1st, all are divided into two kinds, Court in Deed and Court in Law. The first kind, as expressly mentioned in the text, is expressly noticed in the said 266. The second is such as are raised or implied by the Law. The first is sometimes called express Court the latter implicit. Thus if it makes a lease for a certain number of years, nothing more is stated the lease implies or raises a Court in the part of the goods which is expressed. Thus the words 1 give grant tenancy, etc. imply an undertaking that the quarter has a good title. There is however no necessary connection between the meaning of the words and the agreement which the law infers, but it depends wholly on the nature of the contract. 1st, go to 6. 2d, Jan. 17. 3d, Dec. 26. The second is a Court of record as being within real or personal. The first of which is a Court to pass or assure things real as lands, tenements, etc. 1st, a Court to a common court of warranty in a Court real. A personal Court is one which is annexed to the person or resides in personal, only as a Court to labor or to pay money which affects the personal Court. The same description is a personal Court 1st, Dec. 26. 2d, Jan. 17. 3d, Dec. 26. This division is arrived at from the subject of the Court but the former division of Lakerlaw is derived from the nature of it. To constitute a Court in law from a set of words or technical language it is necessary and words showing the concurrence of the parties is sufficient 1 Dec. 26. 1st, Dec. 26. 2d, Dec. 26. 3d, Dec. 26. Thus in the case of a tenant where the words "paying the rent and the rent" are used the issue of accepting the lease is added in the language at this 1 Dec. 26. paying the rent. 1st, Dec. 26. 2d, Jan. 17. 3d, Dec. 26. 4th, Dec. 26. The subject of the Court may be something else 1st, tenant to furnish a certain rent, a warrant 1st, to execute the tenant's own law. Court in law may of express respect be restricted to a landlord, it is a general rule that the Court will not imply...
Covenant Breaken.  Construction of Part.

When there is an express agent 1st. v 115. 614. 81. 271. 46. 58. 3. 1st c. 64v. 3. If not against norion to myself and my representatives 1 should not be liable for collection by a due chase of law or by a strangers for this concerning the express lumps lite representation reduces the sin where the same would differ in this was guilty. 1st c. 214. 265. 46. 51. A single in form of a mere rental of agent will create a contract when an action will lie. Thus the owners whereas it has been agreed that at the one last named stage to 203. 37. I do not to serve him in the year to import an express agent or rather sort to pay 203. 37. 405. 40. 1st c. 122. 2. 271. 24. but as to convey in such of the time 1st 203. 37. and 203. 37. this must be some other words or words used to go to import an agent and which may be construed into terms of conveyance to 203. 37. before the words and not for the most part. Thus if one covenant to build a barn providing the costs furnish the timber. This does not bind the case it is only a condition a qualification annexed to the cost. But if it is provided I agreed that costs shall furnish timber as a cost. 1st c. 214. 265. 46. 51. And when the latter in a deed is a mere description it does not amount to a cost. Thus 1st c. 214. 265. 46. 51. Where a lesser execute a collective bond condition for the performance of costs it extends as well to costs in the implied cost which arise from the words lie, grow, etc. 66. 203. 37. The rules is that costs are to be explained like the other intention is to govern without that strict affect to artificial rules as in lieu executed 1st c. 214. 265. 46. 51. How no. 1st c. 214. 265. 46. 51. Other a literal performance will not occur the case in some circumstances but it must be substantial in performance of the object of the instrument. Thus when A does to deliver to B his kind on such a day but in the mean time sale B - reception on the kind is then delivered it up to the time. This was held a breach 1st c. 214. 265. 46. 51. 214. 265. 46. 51. He also when lesser agree to leave all the timber on the same. He cut it down and left it idle this too was considered a breach because not according to the spirit of the case. 1st c. 214. 265. 46. 51. 214. 265. 46. 51. If one cost to deliver a piece of cloth is then cut holds in 214. 265. 46. 51. When one cut, to deliver all the gruins from his brewery 1st c. 214. 265. 46. 51. mixed ashes with them the delivered there
in notwithstanding a breach of covenant in either case. Jame 2:36, 37. But on the other hand a substantial performance to satisfy the court. Thus, when A covenants that he shall marry the daughter of B under the age of consent, if the marriage should take place it would be a performance. The son should afterwards dissent. For that was all the party contemplated as the not a literal performance because void. 1 Sam. 12:16. Deut. 27:10. The construction of courts, it is further to be observed that when words are used which are doubtful or uncertain they are to be taken most strongly against the court and favorably for the party. Thus if A grants an annuity of $20 per annum to B, it is taken to be a grant for the life of B the no time was limited or expressible, so that would be most beneficial to the greatest estate he can have of it. 1 Sam. 12:16. Deut. 27:10. Deut. 22:9. If the owner deems land to another by a particular conveyance and before it is conveyed grants it to a third person. This grant or conveyance in fact, a breach of contract for if a party voluntarily destroys himself to fulfill the deed himself, immediately, even before the time of performance has arrived. 9 Es 2:11. 5 Es 1:12.

Prov. 31:20. 1 Sam. 52:16. 6 Es 110. So if I went to convey his house to B three years hence and voluntarily destroy it to day he is liable immediately. Then are some cases wherein a clause of exception in a lease, amount, to a court on the part of the lessee or others not. The lessee is then when the court is of a given subject excepting a particular part there is no court that the Lessee shall not enjoy that part or retain the Lessee in the except for as to that he is a mere stranger. I would indeed be liable to trespass, but not in court. This is a court that the part shall not pass to the may be executed by it should be attempted to re-con the part excepted. But where the except is something to come out of it is not a part of it, it is a court on the part of the Lessee that the Lessee may occupy and enjoy as in the common case of easement, also when the tenant is given with a right of way reserved, then he is not a tenant to the except. 6 Es Ch 9:16. 6 Sam 24:21. Josh 2:31. Deut 9:16. 5 Es cont. 2:35. There is said to be a difference between express and implied, in this particular, that the former are construct-
Covenant Broken

Conservation of

more stringently than the latter. As if one were to perform a certain voyage by sea at a time, he must do it else it will be a breach. An act of God is inevitable accident will be no excuse for he is considered in the light of an insurer.

3 Bur. 1631, 5JR 259, 3Tart 253, 2 Nott. 225,

It also when there is an absolute cost to pay rent for a house for 20 years the lease is bound till the tenant is destroyed by a spark or burnt by lightning or the next day he shall have paid any other cost. The covenant 1 Tott 378-379, 2 Tott 1171.

197. Whether a court of Eq. would give relief in such a case has been a question considerably agitated. 1 Cases Ch. 93.

Am. 61. The opinion has been expressed in favor of the relief in one of the cases and decided 1000. Tott 378. But I have clearly of opinion that leases is remediless if once in such a case for that court cannot construe the law it allows restraint to generally I forecasts its application to cases which were not contemplated when framing it. And besides what was the intention of the parties? Primarily to transfer an interest in the same thing for a certain number of years. Suppose the covenant had been in five words not the last have fallen in the same Grantor 1000. If it were not the difference because it is a less interest. In the case of implied cost such accident will excuse the cost. Thus in the court for quiet enjoin in case of fire by lightning there would be no instance that the costs was liable. 3 Bur. 1639, 1 Tott 366. Dug. 279.

Many instances have occurred in entailment when the express lease has been construed more stringently than the implied cost. It is a general rule that the performance of any express cost is not discharged by any collateral matter. But in this there are some exceptions. If one costs to do some act which is lawful at the time but before the time of performance by a subsequent statute it is made unlawful. It is both the interpretation of Stat. of collateral matters as it is called for the fact will not subject a man to damages for not doing some act which the same law would punish him for doing.

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173. If one costs not to do a thing a subsequent statute makes his duty to do it, the case is void. Thus of 111. 32.3c, or some of a grant not depart from him in any wise in reason of inscription or by
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through the obligation by the Laws of the land or leave him to be released from his debt. But where our case is not to an unlawful act which is by subsequent statute made lawful, theip bond (cited above, 1 John 3:18) is a good rule that all acts relating to any subject matter are confined to that which was in being at the time of execution. Thus if a lessor or tenant to pay all taxes on the land leased, it extended only to those that were in being at the time of the execution of the contract and not to any new kind of tax which may have been laid subsequently. As if I have a house at a rent to pay all taxes and the only one then in being is one when he bought it, a subsequent tax is laid on lights. Thus, if I borrow for it, I owe 1 Sam. 3:13. 1 Thess. 6:17. Through 1181 if a person to whom an obligation is given assigns it to another John asset and 9 I set that the asset shall have all the benefit of it, or that he may sue in the name of the asset. A suit not in the true name for the instrument is fraudulent not assignable, but between assets as it is good in our book. 1 Pari. Const. 1610, Sally. 45, Chitt. Bull. 109. 1. 1655. 501, 13 N. Y. 279, 2 bench 316. In certain? The usual practice has been to assign to another in the case for fraud. And it is now well settled that if the obligor take a release or pay the money to the holder of the asset, he is liable in the same form of action.

But this is not the mode of procedure in Eng. The relief there is in the neighboring states where there is a court of equity. A suit in the court cannot be pleaded in bar of an action upon a suit in another unless the former is in the nature of a defense as or release. 2 Bee 205, 217. 1st Leg. 300. As thus if B. suit with B. that he will not sue from me one month on another suit. Then the former cannot be pleaded in bar to the suit on the latter. But a defense as in a special suit may be pleaded in bar of the suit by the obligor to enter into a counter suit that the former shall not be void after a certain event; should not be 15 the event having occurred the defense may be pleaded in bar. 2 Cor. 6:5-13. 52 by Lys. 1st Leg. 53 1st Leg. 290. A suit by a creditor to recover his debt within a limited time cannot be pleaded in bar of the action for the debt but the creditor if he does sue is liable in our book for if it would be placed in bar would be a release for the time and if a release for the time, then forever for a right to
Covenant Broken

(Construction of Code 18)

a personal action of which the suit may be maintained is wholly extinguished. When a note is in the hands of the holder on whom it is payable, and the note is given as security, the suit may be brought on it. 1 Cush. 62, 64. The note is a personal obligation of the maker of the note, and, unless the holder of the note is a surety, the suit may be brought on it. 1 Cush. 423.

Sec. 6. If the note be in the hands of a surety, it may not be sued upon for less than the amount of the note, with interest; and, if the note be in the hands of the maker, the suit may be brought on it for the amount of the note, with interest, without any demand on the bondsec. 1 Cush. 566. In the latter case, the note is not a personal obligation of the maker, but a personal obligation of the surety. A note in the hands of a surety is not a personal obligation of the surety, but of the maker of the note, who is liable on the note as the maker.

The note is a personal obligation of the maker, and, unless the holder of the note is a surety, the suit may be brought on it. 1 Cush. 423. The note is a personal obligation of the maker, and, unless the holder of the note is a surety, the suit may be brought on it. 1 Cush. 423.

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Covenant. Broken. 1 S. 5th.

that if he does not the obligation shall be void. This is not an absolute release but a conditional one but if of the suit is not brought within the time it is absolute as it is only 20 years. 1 Dec. 45. 210. 210. 125.

A suit on the demand in a foreign country is a good bar to a suit in that foreign country. It is not an absolute but a local release. 2 N. Bot. 656.

II. See below. (See 219. 2 Cook. 192. S.)

And such a suit as this is allowed for it is a substantial one not opposed to the policy of the law but a suit by which one will neither be punished himself from resorting to the proper remedies of law or suit. 2 N. Bot. 656. And it is in pursuance of the rule that a substantial unavailing submission to arbitration is res judicata it is not void but only unavailing, the same as after it is made is binding on the parties.

The first subject of consideration is the power used in the xerographs. In all cases of xerography power should be exercised with great care and caution and acting with great caution and caution and caution and great caution and...
the case must take the burden of proving a sufficient affirmative. 2 M. & Sc. 113, 124. A court of law is a court of facts, and the nation of the case must take the burden of proving that an ingredient of the case is not present. A case was under colour of title but that it was under colour of a good title. 4 Esq. 191, 1 Q. B. 192. 4 T. R. 513, 1 S. L. 113, 4 Q. B. 362. Cf. 28th Ed. 247. Alluding then to the declaration that the case was evicted by such a one having partial title it is not safe for it may have been made by the evictor himself. 1 N. & W. 83, 178. It must appear then in the declaration that a superior had a superior title than the evictor. Conveyed or inheriting in the declaration that the eviction was by order is nothing for it may have been by mistake default 1 Esq. 37, 4 W. 147. 2 Sawyer, 67. 1 T. R. 462, 7 T. R. 274. Cf. L. 272. This is it necessary to state under what the eviction was made. The court is not bound to show from whom it is enough to show there was a better title. 2 Sawyer, 67. 1 T. R. 462. The reason why the eviction must be alleged to be evicted title at all is because it is not necessary for every suit or action on a title to a land to show the title to be beyond the incumbrance of the parties. 1 S. L. 130. 3 S. L. 130. 1 Shaw v. Heathe, 3 T. R. 878, 3 T. R. 878. A proof that may induce expressly may be against to whom entries for any man may be in entries is one of the matters. He pleads to the making of the omission of the false title in the case is the necessity. 3 T. R. 274. 41.

But a court against a particular person has been divided to extend to to whom entries and this rule is founded upon the original intention of the parties. 2 T. R. 108. 1 T. R. 212. 4 T. R. 114. 5 T. R. 114. But this seems to be an unreasonable construction, but if the case itself, as in the case of the court in these cases of leases, is declared in, it is made, by a to whom act, under claim of title in this case is ought with the act as amount to an assertion of right. In the common law advantage of his own wrong. 1 N. & W. 101. 2 Shaw v. 179. 1 T. R. 213, 3B. 2 Q. B. 102. 2 Shaw v. 137. 1 T. R. 213, 3B. 2 Q. B. 102. And the rule in the same act as if all persons included in the court or representatives have their title. 1 Q. B. 102. The cases of leases are not in this case, with the act as amount to an assertion of right. 1 Q. B. 102. 2 Shaw v. 179.
that an intermediate ass". who has not been damaged by eviction or subsequent ass". by suit cannot maintain an ass". against the original grantor for in that case he would be subjected to an imitative number of such. In the case of the case of reason the same may recover at least nominal damages against the grantor, although he may have been subjected to an ass". on account of eviction. Then, Uly 144.

On an ass". on ev. the defendant having acquired a title subsequent to the real freehold, is the defence. 2 East 317. 3 10 R. 171. But a subsequent acquistion of title will go to mitigate damages. If an agreement is brought against as granted by a claim of either title the right right for his own security he will notify the grantor that he has acquired a title he is not indeed obliged to do it for he may be himself capable of defending. If the notification is when the subject is a freehold is called sooking in 2 340 350. 1 Will 384. Gill 294. 285 393.

This practice of sooking is used in this State in ejectment as well as inElem when a right of ejectment as well as a freehold is in the statute. But in Eng., it is confined to real. a.

1 Part 505 a. 2 Our mode giving notice is by a summons of worker as it is called, said for his own security.

The ass. if he is not reached in is not concluded by the party might be obtained against the court but if he is it then becomes a party or it is a cannot defend by plea of good title in a subsequent act. between himself and the grantor. He is stopped when he appears or not. 3 Eliz 27. 1 Will 37. East 83. 39.

The deed or release contains notice of the sale of seisin or usufruct, or if they do not come to be eject then that the grantor is not liable in any case for representation, but has been recently determined otherwise in the case of Salmon's Sherwood. 17 Barys. 128. 30. Miss esq. Eng.
Covenant Broken. (to be con.)

If one wishes for security he should requite all necessary steps both as to the title of the land as well as to the quality of soil. See generally Dalh. 22. 1 St. E. 119. Cref. 196-318. 3 St. Ev. 26. 1st. However, that this is not very well settled in Eng.

1 Inst. 284 n. 3. Aimee 184. 1st Ed. 57. 6th Ed. 59. See 287. 1

2 Inst. 366. 2 Nemas. 143. It appears to me that in the county the case ought to be sustained to prevent the fraud of common in the sale of lands for our well-informed lands are continually in market.

There is another species of case which requires distinct consideration. These are lands in one to pay money by instalments.

On a bond with a penalty clause for part of an aggregate sum to instalment due for the aggregate sum on the first instalment is the clause in receivable. 1 Inst. 118. 1 Inst. 23. 515-516. 1 St. E. 132. 5 St. E. 209. 1st Ed. 166. 1 St. Ed. 166. A rule directly contrary is laid down in the following.

1 Inst. 216. 125. C. 17-128. 1 Harl. 228. 2 Ed. 208. But 1st. 165. Here it applies to single bills which differ from others as they have no penalty annexed. The reason of the rule is obvious from the nature of the instruments to which the distinction between two cases applies. Single bills must be referred to 1st Ed. 166. 1 Inst. 216. 125. C. 17-128. 1st Ed. 166. 1 Harl. 228. 2 Ed. 208.

So far as a Court of Law has a right to charge the damages in any penal bond to the party as to recover more than the actual damage for failure of payment of the first installment and an action lay on the land and the amount of the installments is the rule of damages or by written words in the same or execution may be had for any subsequent failure. See generally Art. 195 Ed. 207. and on the other hand, debt will lie for each failure to pay not by installment for it is a mere reservation of the profit or issue of the land. 3st Ed. 22. 10 Ed. 126. 16 Ed. or note for payment by installments an offer of assurance or offer may be given as to payment as to the instalment to become due. 3rd Ed. 173. 3rd Ed. 174. 1st Ed. 132. 1 Harl. 228. 2 Ed. 208. 1st Ed. 165. 1 Harl. 228. 2 Ed. 208. 1st Ed. 165.

But see 3rd Ed. 118. If there is no aggregate in the debt debt will lie for each successive payment. 1st Ed. 118. 3rd Ed. 118. 1st Ed. 292. 1st Ed. 176-177. 1st Ed. 197. 2 Ed. 532. 3rd Ed. 118. 1st Ed. 292.

If a clause in a covenant that on the non-payment of the installment the whole shall become payable immediately be good.

Chitty 1st Ed. 213. Contra see 3rd Ed. 213. 3rd Ed. 532.
The next subject of consideration is the rights and liabilities of the personal representatives of the Covenant. In the language of the Conveyances the personal representatives are called "heirs" or "heirs of the covenant" and are made party to the covenant. It is the duty of the personal representatives to perform the duties of the original covenantor. This rule, however, is not universal, there is no law stating that the personal representatives are bound to perform the duties of the original covenantor. As the personal representatives are bound to perform the duties of the original covenantor, it follows that they are liable for any breach of the covenant, and are subject to the same remedies as the original covenantor. If a covenantor conveys land a certain way to B and his heirs, and B breaches the covenant, it is the duty of the personal representatives of the original covenantor to bring an action against B and his heirs. If A conveys land to B and B conveys the land to C, the personal representatives of A are not liable for any breach of the covenant by B or C. However, if the personal representatives of A are made party to the covenant, they are liable for any breach of the covenant, and are subject to the same remedies as the original covenantor. If a covenantor conveys land to B and B conveys the land to C, the personal representatives of the original covenantor are not liable for any breach of the covenant by B or C, but if the personal representatives of A are made party to the covenant, they are liable for any breach of the covenant by B or C. If A conveys land to B and B conveys the land to C, the personal representatives of A are not liable for any breach of the covenant by B or C, but if the personal representatives of A are made party to the covenant, they are liable for any breach of the covenant by B or C.
Covenant 238 Rule of representing in this case in his life time, this being out of his personal funds, his Creditor is bound. And the action will also lie against the Creditor only, where he is named expressly, or not named till after the Creditor's death. Cor. 224. Cor. D. 374. Cor. C. 33. 1 P. C. 128. 1 R. 179. But where on a Creditor's death, the Creditor is not liable, the assignee Creditor would be. The liability descends. Cor. C. 334. 1 P. C. 33. 2 R. 251.

If a Creditor's estate comes into posse of an estate for a term of years, he is considered in his representative capacity as an assignee of the estate, I may be 50 described in the declaration, for the estate is sold by act of Law. he is liable, however, only for such breaches as happen during his own posse. 1 R. 74; 1 R. 5. 30. 39. 83. 21. 29. 29. 2. As to the liability of the heirs of the Creditor or the rule is that he is liable for breaches which occurred before, or after the death of the Creditor, if he is named and has assets. 1 R. 32. 1 Cor. 374. 1 Coke Litt. 375. 74. 75. 84. 2 Coke 374. B. D. 294.

And I would observe that in an action against his heir at Law in the case of his ancestor, In equity no suit U. 74. It has been determined in this case that an heir of named in a conveyance having assets by descent is liable at Law in the case of violation of his ancestor. But this cannot be Law for if the Creditor is ever bought, it is bought in instant at which is named, the claim to considerations at this moment is one outstanding at the time of his death, and the Law makes it the date of the Creditor to satisfy all claims outstanding. With respect to breaches of Covenants, whose breach at the death of the Creditor is outstanding, the heir is undeniably liable at Cor. Law—but I don't think he is in a case of breach. Creditor is liable only for claims outstanding at the time of the Creditor's death. 1 R. 374. A Creditor's estate, Cor. 294, used in Conveyance, some are said to run with the land. I others are denominated collateral. A Creditor is said to run with the land when the obligation which is created by it passes on assignment of interest, so as to devolve upon the land, or land, which indebtedness relates to collateral. And out of this discussion arises a diversity of opinion as to the liability of assignees in Covenants used in Conveyances. And on this point the first general rule is that the assignee of a Creditor is liable for...
Covenant. Broken. Stability of open, in the

breaches during the time he held possession not named in the
Covenant, is the Cov. runs with the Land. On the other hand
when Collateral if he is not named he is not bound. *Prin\* 345.
The inquiry then arises in what cases does the Cov run with
the Land? And here it is to be observed that when the
thing Covenanted to be done or concerning which something was
to be done relates to a thing in esse at the time or is part
of the thing endorsed it runs with the Land. Thus if on
leave of house to issue Covenants to make necessary repair
it runs with the Land for if issue assign, assise is bound.

121. Co P 487. 9 Bee. 1682 24 a. b. 4 a. b. 86. — A Cov.
to hay runs runs with the Land because the rent is not in esse
or the Land, the thing out of which the rent issues is in esse.

45 80 47. Bull 1211 P 157. On the other hand
if the thing Covenanted to be done or concerning which something
was to be done was not in esse at the time of making the
Covenant, or part of the things endorsed the Cov. is collateral and
the assise is not bound. Thus if hewn that S Covenanted
to build a wall do move upon Land I assign his interest
in C. assisse is not bound for the wall was not in esse

1 Bee 834. — A Cov. which goes to the preservation of the
thing endorsed runs with the Land 1 binds the assisse the not
assigned. Thus a Covenant to repair runs with the Land but a
Cov. to build, he never does not. And a Cov. to lean such
a portion of the Land untitled runs with the Land known
it goes to support it, and the assise is liable in a breach.


In regard to the stability of assims, based on the general rule
no 1st. When the Cov. runs with the Land they are bound whether
or not. - 2nd. If the Cov. is collateral of the assise is not named
3rd. if they are not bound. 4th. If the ass. are named in the scrap
they are charged in general to perform the Cov. whether they run with
the Land or not. 5 16 1 Bee. 1 Bee 834. Thus if I own Land
to B who ass. in-himself & his ass. to build a wall on it within
10 years & for the expiration of that time C is bound. And
all these Covs which relate to the thing endorsed bind the assise
who named, but if the ass. are not bound the named in the Covs
to do an act which does not relate to the thing endorsed.
The rule is the same if the Lessee covenant to do a collateral. The reason why the Lessee is bound by the term of the Lease is because he has no

property of Contract but only a property of estate. Consequently, he is

bound of Contract at all only through property of estate and this property

of estate can only bind him to an act which relates to the estate

therein. But when the Lessee is bound, according to his destiny by the
court of the Lease, he is liable only for breaches which occur during the time of his lease. If a breach occurs during the time of his lease, the assignee is also...
injunction to a third person 2 Hl. 249, 1 Tenn. 351.

If an ass'nee is evicted of rent of the premises he may be compelled at law to pay rent for the residue of the rent may be apportioned. Thus if he assign to C 100 acres of land and C is evicted of 50 he may be subjected at law for the residue. Why then cannot the rent in the other case be apportioned to the land? The answer is because the time for payment has expired and not a portion of rent has ever been due. So also if the original lessee is evicted of part he may be compelled at law for the other part in an action of debt but not in, Cov. broken. 3 Co 92 a b. 2 East 515.

The reason of this diversity is that the action of debt is founded on property of estate but Cov. broken is founded on privy of contract and being an action of debt cannot be apportioned. But in debt the land may be subjected to the land.

It was formerly doubted whether a Cov. by Lessee not to assign as estate was binding and this doubt was in consequence of doubt whether it was not inconsistent with the nature of the estate, but it is now settled that such a Cov. by Lessee is binding and if it is properly formed he will be such asset for it his estate and it will go to the Lessee as Cov. 100 b. 3 Stiles 217. Bowy 133-800, 3 Tll. 870, 57-60-800.

Such a Cov. by Lessee is broken only by a voluntary assignment on his part. For if the interest of the Lessee is taken in Cov. the Lessee is not broken and he is not subject for the assignment must be a voluntary act. 2 Co 110 b. 3 Stiles 237. 8 Tll. 870, 57-60-800.

And if such a Cov. is broken by an under lease or part of the land for that is not in contemplation of law an assignee. For if it is broken by a devise of the remainder or the lease for the devise is a voluntary act yet it is in a sense necessary for on the death of Lessee the cov'nt must pass either to his heir or devisee. 2 11th Rep. 166, 3 Stiles 934, 8 Tll. 870. But it would be safe to lay it down as a general rule that such covenants are not broken by any assignment effected by operation of law as of C. Q. bankruptcy or transfer.

But the liability of the original Lessee is much more extensive. He is upon his express covenant always liable for the rent notwithstanding any one or any number of subsequent assignments, 2 Co 24-3. 12 Rep. 120. Bowy, 142, 4 Tll. 98-100, South 199, 12 Rep. 155-55, 10 Hill 249.
But when the Lessor has accepted the assignee of Lessee as the tenant as by receiving rent from, he cannot maintain Less
sor or rent again the original Lessee for the action is founded
on priority of estate, which priority of estate the Lessor has
renewed by accepting the assignee for his tenant. Co. 2 34;
3 Cr. 23 4 Ed. 1 24 Ed. 439 44. But when there is no
express act by the Lessor to pay rent he is liable as factor.
For the rent that the Lessor has accepted the assignee for his
tenant for the priority of estate retains the. This priority of estate is
determined. 6 b. 369 522. Co. C 184. 1 65 2 7th. 1 7th. 337
W. 151. 1 30th. 354. But where there is no express act
the Lessor can maintain no action against the Lessor for any failure in any terms because the implied rent is founded on the priority of estate which is destroyed by accepting the assignee for tenant.
6 b. 392. 1 65 440. 1 26th. 437 439 note. 2 Co. 3 a. 1 30th. 337;
1 35th. 241 b.
The Lessor may accept the assignee as tenant
by receiving rent of him or in general by any act which conveys
acceptance. 1 30th. 488 g. When the Lessor so acts by
express act that the Lessor's liability continues after assignment the
Lessor may sue for rent within the Lessor or assignee or both
at the same time in different forms of action but cannot
but sue execution except for the costs of suit for he can now
not sue on satisfaction. Co. J 323. And it is generally
stated 32 Hung 8 which being a very ancient statute is considered
as law in this country. That the grantee of the Lessor or the
grantee of the reversion as he is commonly called has the same
right as the assignee of the covenants running with the land on the
Lessor himself. And if after a lease to B for
twenty years B tells his interest or reversion to D S. I S.
has the same remedy against B. on the cove running with
the land as J himself has. And on the other
hand it is provided that the Lessor shall have the
same remedy against the Lessee grantee as he has
according to the destination already taken against the
Lessor himself. or as he has at the Common Law. 1 30th. 215
Co. 5 22 0 Co. 22 4 24 279. I'm explaining
the rule of the assignee of a Lessor I observe that the
Lessee's Lessor was limited in certain cases to rent without
explaining the distinction between a derivative Lessor an assignee.
A derivative Lessee or under tenant is one who takes a covenant of part of the remainder of an unexpired term. An assignee of a derivative Lessee may have an assignment of the whole of the remainder. A derivative Lessee may have a covenant to which the remainder of a term is still subject, the character of derivative Lessee if he takes it as tenant to the lessor, but not as tenant to the lessor. Doug 174, 5Bite 231, 2BkR 1766. Just as a corrective Lessee is not bound by the crown of the original lease as to the appurtenant, so the heir must be. The reason is that between him and the lessor there is no privy

security of contract because he was not a party to the contract of the whole estate because he is tenant of the lessor, not of the lessor. No. 1st 1st 267. Doug 455.

The rule was formerly held to be the same as to a mortgagee of the whole estate unless the lessor were also the mortgagee. Has it been said that the covenant of the original lease because between him and the original lessor there is no privy of contract, see Doug 455, 1StBk 116, 11C 5112 in support of another opinion. Censtr 52, 52, 153, 165, 157, 135

1 Docs 1265, 1 Doc 3, 12, 4Ht 341, 1R 1G.

Now from what I have already said you will perceive the difference between an assignment or an under-lease. An assign is a sale of the lessor's interest. An under-lease is the creation of a new tenancy under the lease. The assignee is tenant of the original lease, but an under-lease is tenant to the lessor. 1St 455, 5Bite 186, 2BkR 766. The assignee of a lease is liable on the covenant according to the prevailing decision as to whether the transfer is made to a new lessee, devisee, sole heir, or any other mode of transfer by operation of law. As to ascertain the assignee of a bankruptcy or the remainder man of a tenant for life, Doug 174. It has been made a question whether the assig

ee of the premises is liable for the rent of any part thereof, whether the rent can be apportioned, or if A Lessee to B for twenty years B assigns to C a part of the premises, can C in this case be subjected for the rent. This rule, 66, 1StBk 1766. According to a recent decision the lessee is subjected. For if the whole had been assigned the

 neue lease remains as part he might be subjected for the rent, and by a very strong analogy if by part were assigned he may be subjected to that extent, for if it can be apportioned in the one case it may in the other. I trust. 2Cst 371.
If a Lessee covenant to himself, his ass't. or assigns to continue in force, or if he or his ass't. continue in force after the expiration of the term, he is liable to the Creditor for the sum which is not favored, i.e., their ass't. legally; yet as they are, so to fact, they cannot renounce the character to avoid the liabilities, merely by means of the statute. This is as to covenants run with the land. Collateral covenants are another kind which require covenants to save harmless, even which I shall include. Bonds of indemnity. A covenant to save harmless is one by which the lessor stipulates to secure or save indemnifying the Covenantor against some damage, liability or charge to which he may be exposed. These Covenants are not broken by the actions at law of another, e.g., a Creditor of indemnity, against security. This is not broken by sale in execution of the debt. In Covenantor, nor is a Covenant for quiet enjoyment. The Act can never be broken by the act of non-lessee. Again, an assignment of a Lease supports a Covenant with Lessee to save him harmless from any claim for rent, and the lessor unlawfully detains upon the goods of lessee, the Act of indemnity is not broken, but if he had used force, it would have been broken. 1st Bell 474. 4th St. 419. C. 144.

2d. In a Creditor to save harmless, the Creditor may in some cases maintain action on the ground of his liability, to be sure. And this as a general rule, when the liability accrues after the act of saving harmless is the event. Thus, if A, who takes a bond to save him harmless in case of an escape, he may maintain action on the bond at the very moment of the escape, although he has never been actually indemnified in the ground of his mere liability, to the Creditor. 2d 53, 173.

A. 3d. 5th-11.

Or, also if a duty for a debt to be paid in future, takes a bond of indemnity, the cove, when due, the covenants may immediately maintain an action on the bond, on the ground of his mere liability; the contract having been complied with, e.g., A executes his obligation to $41 payable in one year, at the end of the year, and B, jointly with A, joins in the debt. At the same time A executes his bond of indemnity to B, against his mere ship.
at the end of the year the debt is not discharged, I may maintain action immediately on the bond. The party has never been sued or called upon to pay. As he never should be and the P's should sue and collect the money of A. 2 Just 284. Talk 171. 3 5th 24 a. 1 Repo 377. 2 B.C. 100. But suppose that after B the party has recovered of A the original or his bond of indemnity. If, the creditor recovers of A on the original obligation, can A maintain indemnity? Assuming money had not to recover back the money paid on the bond. My opinion is that he cannot when the principles of the Code, law, but his relief against B the surety must be by a bill in Eq., A court. On the other hand if A as principal and our having obligated himself, no surety takes a bond after his liability has attached, he cannot maintain any action on the bond till the debt has been actually discharged, or as in the other case if A as debtor to B as surety make an obligation or note on demand or it a bond of indemnity is given to A to B, no action or it will lie unless B has been compelled to pay, otherwise the debtor would be liable on his bond of indemnity which was executed to secure against a future damage or instance in which it was made which is a legal alimony. Bro C93 123. 1 Talk 125 5th 24. 2 Bull 247. 247. If a surety has taken no bond of indemnity the may maintain indemnities assumed for money paid to his use but if the has taken a bond or covenant of indemnity he cannot maintain indemnities assumed he must resort to his higher remedy viz his bond or covenant. Cook 525 74. 2 74. But where there is no bond of indemnity taken by way of security the remedy is on the implied Code 2. The party's right of action accrues only on payment or what is equivalent to it now being taken on Code 1 7th 18. The same rule applies on the implied contract except between Co. parties for contribution when one of them has paid the whole or more than his proportion the Sure in such a case will imply a contract by each to pay his part. 2 5th 268 76. Cook 2 138. 2 521 74. 2 1st 476. If then and more than two parties share of them assumes it pays the whole or more than his proportion
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he cannot maintain an action against the other for their
enforcement proportion. It is contended to prove that such
contracts can be maintained against all the others jointly for their several proportions.
But this I think cannot be true. To first it is not properly a joint
undertaking. And secondly, it is a possible,

can it be one which may very frequently happen that some of the defendants
will have some part of that which was due from them for expenses
before action brought in which can it be evidently impossible
in a Court of Law to examine and settle the claims of each individual,
especially in an action by one against all the others jointly. And
therefore the Court will not be supporting the action within the
limits or the majority (as the case may be) of those who are
parties to it. Then again the action cannot be supported against
each separately, because of the endless litigation to which it would lead.

But the remedy in cases of this kind must be by a bill in Chancery.

A. Court of Chancery will examine the claims of each individually, settle
the whole matter in dispute between the parties at once. This is
in my opinion a very better subject for equitable jurisdiction
the support of the affirmation of this question see case of Moses 93
The Plaintiff's 2 Brev. 9000. Cont sec. 2 Brev. 115-167; 2 P. 269

We are next to consider a few rules in regard to the
release of Covenants. And the case of choses in action
is generally a release after the assignor is no more good in this
and, i.e. we will discharge the obligation in this not
the general rule respecting it is this. If the instrument
being the duty is not assignable at law, a release by
the original party after the assignee will discharge it,
but when it is not assignable at law or in other words
of life; it will not discharge it. Thus if A give to B a note not negotiable a release from A after assi-
to C, will discharge it, but if it is not negotiable the
release will be no discharge. The reason of the rule is that
the instrument being not assignable the action must be brought
in the name of the promisee, therefore a release from him
must discharge the action. On the same general principles
if the lessee assigns part of his interest in the receiver releases
the lessee all co-tenors in the lease the assignee may still
recover on their costs. The release is to contrary notwithstanding.
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If a lease is an instrument assignable at law, see 2 Leav. 206, 30 0. 203, 1 Pickett 305.

But when a lease has been assigned by the assigner, it has been determined that he may own his own security, as well as the estate of the assignee. By a release to the assignee, by a release to Leseen, before assy, as soon as he commenced his action, but after the assignee has commenced his action, a release to the assignee will not bar the action by the assignee. The rule that is seems altogether inconsistent with the principle of the former is not well established in authority. See O'Sullivan, 2 Pickett 411

Ogle 368. And it is a general rule relating to the world in general, that a release by the assignee before the court is broken, the court in the most general terms, as of all demands, claims, etc., which may be in the most general terms, as of all existing claims or demand, and this could never be constructed to be a release against future demands, which might accrue for by all demands, claims, etc., which may be in the most general terms, as of all existing claims or demand. So if a court should enter a house for 3 in ten months and after another month, the same a release in full of all demands, this will not discharge the court for it has never been broken; consequently there was no existing claim for a breach. And it is a general rule that all court which have been performed or in other words, ther which have been brake. And it is a general rule that all court which have been broken may be released. Bull, Comm. 1 Inst 192. 1 Co. 193.

Allen 58, Talk 116. 2 Shaw 101. But the first "general rule relating to courts in general," cannot I hold, because I hold, because to an absolute covenant for the future payment of money for such a covenant, creates a "penalty in presence." Because if a man signs his note for a sum of money payable one year after date, the promise can be trusted by a release, discharge that note before it becomes due; it cannot make no difference if I can perceive, whether the obligation is a mere note or whether it is in the form of a covenant. And it is a generally true, that when a Lees will lie on an absolution or an inessential instrument, the rule will not hold.

And now the other case as for E.G. or of warranty or to be
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The doctrine on this subject is not one of these rules
which apply exclusively or at least appropriately to both cases.

The declaration in this action must always state that the
cause was made by God. This is indispensable because at some time a
cause could not exist without a fact, and if one should
declare without proving that fact, it would be ill advised
upon an instrument which has been broken. In the former action
can a person assume, will not lie. But when this action is one of writing
unsealed assumes it on this principle. For this, will not lie.

First of all I would premise that all or most of them refer to the assignment
of a breach.

The first rule is that if the breach is general
a general assignment will be sufficient. As if the grantor
holds that he is well seized, it turns out that he was not
at a declaration it will be sufficient for the grantee to allege that
he was not well seized. (Hob. 176, 92; 555, 529.)

The second rule is that if a breach is in the
words of the Covenant itself. As if a covenant in a lease that
he is well seized, the most general way of assigning a breach is
to say that he was not well seized, i.e., by simply negating the
terms of the covenant. (B. 1, 369, 369, 369, 369, 369, 369, 369, 369.

The negative breach must always lie to assign as to appear
on the face of the record to be necessary and manifestly
a breach of the Covenant. Thus, when lease covenant
to cut no more timber on the land than was necessary for
repair, it is declared that he cut to the amount of 200
this was held insufficient. He should have averred that he
cut more than was necessary. The law does not know how
much is necessary. And the same would have been the case
had he declared that he cut to the amount of £1,000,000.
If A. after assigning the general breach, annexes no qualifications to the subsequent words, he is bound to it as his qualified. I must confine his proof to such qualifications. If I can only recover according to his declaration, thus restricted a qualified covenant to use Land in a husbandlike manner. A covenant in declaring an actual breach, alleges that he did not use it in a husbandlike manner but committed waste. After having thus qualified his declaration, he could prove nothing in evidence but what went to show the commission of waste, whereas if he had only annexed the general breach, the court would prove all things whatsoever that amounted to an unauthorized use of the Land. Wherever there is a breach in a deed reciting the grant in a certain word, the plaintiff need not set out that grantees in possession as it is in the nature of a defense, the defendant may allege himself of it by way of defense. As when the defendant covenant to deliver certain premises at a certain time and place, with a proviso respecting the duties of the tenant. In this case, the tenant is not bound to set out the proviso, but need only recite the cause of the breach as the tenant may or may not the tenant recite the proviso, reciting it, and that the breach of the tenant was previously known. In the case of a covenant to convey to A. a piece of land except the interest of D. This is an exception in the covenant and a partial breach of the covenant, if the word of the covenant is a partial breach of the covenant itself, for which no declaration upon otherwise the declaration would not be true. D's 300.

And if the Land in the alternative, the declaration, or if it be to do one or the other of two things in declaring one of the breaches, must be assigned or both otherwise the declaration will be ill. Thus if leases (not to assign word without) the assignment of the lease an account in action for breach mutatis mutandis, that the court without the assignor of assignment. Both parts of the deed must be negatve 1 Leon. 257. Oh D's 300. But costs, which literally in terms an in the alternative an not always so in
Covenant Broken

Legal effect is in such an the last rule would not apply. Thus on a "let by one to pay or cause to be paid" it is sufficient to allege that the defendant has not paid. For here the thing is an alteration in the language yet there is none in the law because if he had caused another to pay it is the same as if he had himself, according to the well known maxim of law

"The fact justus facile facit ius se." 1 Chit. 22, C. 18, p. 281.

Again when there is a cost to pay or do some other act in the happening of one of two contingencies, it is sufficient to allege that either of them has happened without alleging that it is the first. 2 R 132, B. 2 305.

*On a contract that an act shall be done by the covenantor or his assignee, if the act is brought against the assignee, the assignee must be joined in the action, i.e., that both of the covenantor or his assignee must be joined in the action."

But if the act only be done by the covenantor or his assignee, the act for support it was only allegable that the assignee had not performed, yet the covenantor might have been joined in the action. For that is not (in) the declaration, it would not be as if the covenantor. If the covenantor would not have done it, the assignee. But if the act is done by the covenantor, it would not be as if the covenantor had not done it, the assignee.

So also on a cost to do an act on or his assignees as to make a covenant and assign his assignees in action on the covenantor by the covenantor or covenantor to assignee. But that the covenantor has not been made to him in sufficient without engaging with his assignees, because in this case the law will presume that he has no assignees. But in an action by the assignee it is necessary to aver that the assignee has not been made to the covenantor. For the reasons given in the above case. 1 Chit. 22, p. 285.

3 Robbe 440. 4 Mon. 133. On a covenant for part of a sum certain, there can be no apportionment of demand. A breach must be for the sum certain. As when the plaintiff of a sum covenant to pay 30 for 10 for breach of the covenant, he has not paid for ruin but 10, he has no right, but is it is all for he might consistently with the declaration have paid for every 10. But if the Court had been to pay "at the rate"
Covenant Broken. Readings

of £10 per year it would have been good. 2 Tim. 124. Acts 19
vs. 32, 33. I would observe that 7 the breach to be on remuneration yet if the Cpt. would enter his remittance for the
one beggar he, he himself has remitted for the ten coppers. 2 Sam. 6
1 Oct. 66. G. 32, 32, 32.

Thus far my observations have reference exclusively to the
readings on the part of the Plaintiff. I will now proceed to consider
the pleading on the part of the Defendant.

As was usual here I define the notion of breach, to plead that he had not broken the covenant. And this has been done in some instances in England, and this has been supposed by
this was equivalent to pleading performance because it is said if it has
not been broken it has been performed. But this plea cannot in any
case be good because there every question of Law that might arise
refers to the jury. If it is good the Plaintiff might in
such cases reply that the Defendant had broken the covenant. It would
but no facts would issue to the jury. But that such pleading is
not good is established a Cent. 2 Mod. 53. 2 Bl. R. 1371.

Now this is evidently a mere of pleading which is altogether absurd
for no human mind can discern what fact it is to be proved.

But I think it has been contended by able counsel in Eng. that if
the Plaintiff had a breach the declaration concludes, and that
the Defendant has broken his covenant it will be good for
this it is said is putting the facts stated in issue. 2 Bl. R. 1371.

But I am clear of opinion that this declaration would be bad
as well where there is no breach as where there is none
for this is not a foundation for issue. 2 Bl. R. 1371.

It is laid down as a rule that when the court in a deed or
affirmation it is competent for the court to plead performance generally
as thus to say that the Defendant has kept a covenant the court...

1 Part 183. B. L. 385. 6 Bacon. This rule however must relate
to cases where the thing covenant to be done are in rem. mean
imadinate or multiplicative. As a court has a Sheriff to return all
court the Sheriff to discharge all the duties of his office as action on
this vein it is correct to sufficient for him to rely generally that
he has returned all court and discharged all the duties of his office.

Without specifying the particular acts, known he will then be
required to bind any special breach that may be assigned in

the replication. Corp. 575, 7. Br. 91. But when on the other hand the Court has to affirmatively, to perform a number of acts specified in the covenant, which is the most usual way, the defendant must plead specially, i.e., he must aver the performance of each specified act in the terms of the Court. As if an 8 c. 405 to pay all the legacies in the will which he executes, it is not sufficient to plead generally that he has paid all the legacies, but he must specially aver that he has paid to the respective legacies. I conclude by observing that these are all the legacies. So without this last element a complaint of this kind would not be found on the record. Because all these several legacies may have been paid, the defendant, declaration still to be true, for it does not appear that there are all the legacies. The Court is not without rule allowing the plea of general performance, because the particular legacies are not described in the will. 5 Co. C. 749-916. 1 B. & P. 479. 1 B. 2 P. 643. 1 C. 749-916. 1 B. & P. 643.

Covenant 575, 7; 925. Corp. 575, 7. 1 B. & P. 643. 1 C. 749-916. 1 B. & P. 643.

And a plea of performance whether special or general other wise than in the terms of the Court, i.e., not corresponding or not in conformity to it is ill founded. The reason is that the plea does not disclose a sufficient cause of defence. 13 B. 405. As for example in an action against 18 c. 405. covenant to pay all legacies, it is not sufficient for him to plead that he has paid a Legacy to 10 c. 405, but he must aver that these are all the legacies. Thus for an affirmation of a covenant. On the other hand when some of the acts are affirmative, & some negative, the defendant must plead specially that he has not made the acts affirmative against, but as to the affirmative covenants he may plead generally according to the rules before laid down, and, if all on negative he must plead specially to each
as before. But if the Deft. should over-generally perform as in the negative cases, it would not be bad or general censure, but on such a case, it would. Hence the plea is correct in substance, the bad in form. Cro. 6233. 69. 1. East. ple. 546. Com. 20-6. Dea. 125-6. 25. 305.

If however either some of the cases in a deed or negative, the affirmative, if the negative were not void, the Deft. may plead as the the negative one and not exist that is, if the plea is performed, that is, if the pleading performance of these, that are binding it is sufficient. Thus, if in a case of a plea, a plea as to that for example, that the Deft. will not submit process over the certain ammount or in a particular part of the county, in an action on the Court the Deft. plea will be sufficient if the meat to the affirmative cases. Only and, takes no notice of the void or illegal stipulation. It is not known to notice them at all, that is indeed the correct way of pleading.

1. Saum. 83 117 note 3. 2. Not. 13. Mev. 876. 7. When the Court side by side in pleading performance must plead that the Deft. has performed or of these without saying which, but the meat, which which act he has performed, because this does not mean exactly. 1. East. 366, 56. & 123. 1. Thoma 117. And it has been said that the meat, which the plea want is that, he has performed one without specifying which it is ill in general manner, but this does not appear to me to be correct or principle, for the plea of not sufficient in substance but only in form for if he has done either act he has undoubtedly performed his covenant, I think that on principle it is ill only in special censure.

The contrary opinion is supported by the 233. 3. 25. 6. And Dea. 25-6. 1. Rev. 21. 4 Bar. 93. When one covenant to do some act which consist in what is called manner of sue or to make conveyance of land. He must not only plead specially that he has conveyed but he must plead "you made" i.e., in what manner he has made the conveyance, that it was done legally. 1. Gen. 221. 6. 25. Note 67-107. 7. Note 67-107. On the same principle if the Deft. to do an act which must either of mean, so to say a fine or suffer a commen, he must not only plead specially, but must plead Dea. mode.
Covenant Broken Pleadings

Because it is a question of law what a firm or company is or is not "liable" to the measure of damages which apply to have exclusively. When such costs are the Deff may plead generally, that the Deff has not been ammune in other this and for and in the special affirmative that he has indemnity for his injuries, i.e., and he must point out the one whom the general rule is this. If the Covenant is to discharge or acquit the Covenantor from any particular thing ascertainable in the instrument as if I want to discharge one of such a time or of such a debt or duty contained in such bond, "non amphithecet", a sufficient plea but I must plead specially that I have discharged from such bond or debt as debt, i.e., in this or this particular act he has discharged him, E. G. whether it is by payment or being himself taken or &c. or other way.

1 Emsom 114, 1 Cor 433, 4 Bree 92, 2 &c. &c. 1 Jan 1794, 1 Deff 804. Now when the party has costs to do a specific act he must plead performance specially if it is ascertainable in the instrument he must plead in more. But on the other hand of the act is general or ammune in other this and in the manner but only Covenant generally is indemnity. 1 Saund 117 n. 1 Cor 365-4, 2 Cor 14
1. Saund 194 2 Bree 126, 5 T.R. 59-16
But whether the act is general or special harmless, or particular as to acquit or discharge him of anything not ascertainable in the instrument not specific act costs i.e., in a subsequent suit or other place in a sufficient plea. Because this is not itself specific in this 116, 1 Cor 374. 3 &c. 25 2 B.R. 638 note, 3 Moir 224. The reason it seems it is that the damage cost is from which the costs is to be acquit and discharge as a general cost to indemnify or save harmless for if it does not appear that such damage have accrued you perceive this means that there is a difference between this sort and the former one. If I want to acquit or discharge or from a particular debt or duty the cost, supposes a particular debt or duty existing. But it does not appear from the cost to discharge or acquit of costs.
Covenant Broken. Pleading — 79

Damages that such costs & damages have ever accrued, I cannot therefore be bound to plead the only that I have stood gone from particular damages which were accruing and such plead would in all I should mentally lay my own by never being entered in the rules of pleading — 25th. Lamont, nor must therein be the proper plea, 1 Sec. 117: 25th. 37th, 2 Co 5-4. 3rd., 3rd., 1st. 3rd., C. 1. 16., 2. 117: 3

I have further to observe that where no dam. is good if the 25th. will plead affirmatively without any necessity he must plead it specially and show the "Due Notice" and what the specific act is which he has done. However, if the 25th. pleads generally that he has saved the Off. harmless without specifying the particular means it will be ill only in special circumstances. For substance is good the internecine in firm. 1 Sec. 194. 1. 117: 3.

The dam. is not a good plea to an action on a bond for the payment of money on a day certain even tho' it should appear that it was intended as a general indemnity because the court is on the face of it to do a speculative act. "The plea of performance must therefore be special. 1 B. P. 638. If the 25th. pleads non dam. when it is proper a replication consisting of a general denial that the Off. has been damaged is ill. The replication must aim to point out the special breach. If then he pleads that he has been damaged he must show the two more others his replication will be ill. 1 Sec. 55. 1. 3rd. 64.

The only remaining subject under this 4. Dae 92. 52. is that of costs joint or jointly several. Where any number of persons covenant jointly they must all be joined in the action. And if two persons had covenanted jointly and severally both may be sued together because they have covenanted jointly or on the other hand either may be sued alone because they have sued severally or both may be sued in different actions at the same time. But if three persons covenant jointly they severally all may be sued jointly or either or nature of each in the separate action. But two cannot be sued together without the third. This rule is common to all contracts joint & joint of several. Yde 26., 1 Sec. 25. 2 B. 292. 3 Jack. 363. 3 Dae. 694. 3 T. B. 79. 1st. If there are two or more joint done or obliged they must all join.
as Jeff in an action on the case for if each could bring a separate action the officer would be subjected to as many suits as there are obligors and the law for one the same cause of action. This rule applies to all actions on contr. 2 "3059. And if in such case an action is brought by one alone the suit may either proceed on the joint or of all the others in abatement of the wrong to the Declaration. 3 Co. 13 b. 7 St 1146. If one of two joint cooccupants dies his & cannot maintain an action himself nor can he join with the survivor in an action on the court but the entire ground passes to the survivor. But the surviving co of the recovers is accountable to the representative of the deceased co by & 1 Act 475. 1 B 2 P 415. Where one cooccupants with two or more cooccupants jointly and severally in some cases one may sue alone in others both must join On this subject the general rule is. If the interest of the cooccupants appears to be several each may sue severally. Thus if our lease to two persons in one deed to A black and to B white a man A suits with both jointly and severally that he has good title each may sue alone for in this case the Co's interest appears to be several. For in this case it has no interest in white nor in black nor therefore is the title to white nor is not good for insuff. 5 Co 18 9. 2 Lem. 67. 4 b 160. B 2 109 1 Suma 15 26 6 116. So also in a court of record for the payment of a certain sum of money to A & B to be divided between them each may sue severally for their part. Co 79 1 Chit 755. And in this case each may declare on the court as if made to him solely without naming the other. For each of these acts are the same in legal effect as a separate suit delivered to each of the courts, and while the facts on the one side by subsequent events do to a degree excite the law to treat it as if separated. Co 72 9 1676 b 18 532. But the suit is on both in one deed and both express to be several as well as joint yet if the interest appears to be joint the cooccupants must both join in the action. No of the court is to pay to A & B severally if 1000 without adding to be divided between them. They must both join in the action.
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The rule may be thus generally expressed: if two bind jointly, and if the interest appears to be joint, then both must be jointly liable. This is more generally applicable. The question is how they may be jointly liable. When this question is raised, a warranty is involved. This rule of warranty again refers to covenanters. 5 Co. 13, 10, Justinia 2 ch. 1 B. 53. 1 East 149. This rule, according to it, will follow as a corollary, that the Earl of Orkney, in covenanters, may bind themselves jointly for the same thing. If two or more persons bind themselves jointly, each one is liable for the default of any one of the others, even though the default is not due directly to his own act, but to act performed by another. If two bind themselves to pay all the expenses, there will not be liable for the default of the other. If two bind, they are liable for all, even though the other is not liable for the default. If one is joint, joint, and severally, he cannot be sued by them severally. 3 & 4 will not allow several actions against one for the same cause. 25 & 26. If two or more persons bind themselves jointly, each one is liable for the default of any one of the others, even though the default is not due directly to his own act, but to act performed by another. If two bind, they are liable for all, even though the other is not liable for the default. If one is joint, joint, and severally, he cannot be sued by them severally. 3 & 4 will not allow several actions against one for the same cause. 25 & 26.
on the part of those who are bound to it. For as the law of this land: I refer to it because it is considered in law as a matter of
law. 1 Cor. 4:4. The two persons are jointly or
separately the word of a contract as such. For, if it were at
the election of the obligors, they might continue it with any
other person, the law does not assist the act. In any case, it is
very difficult. 1 Syl. 4:7. 2 Syl. 8:32. 3 Syl. 28:18.
If one of two joint
several contractors to make an action on the cause, the obligation
is repeated as to both the joint persons. For the
Debtors by this act when the creditor is not able to pay the
money, the law will not allow him to sue the
Debtors. 1 Syl. 13:6. 2 Syl. 55:4. 3 Syl. 64:6. 3 Syl. 64:9.
On this can you see a Court of Law, will complete payment
in favor of creditors of Co. the mortgagor who is
set a foot in favor of creditors. 1 Syl. 24:6. 2 Syl. 16:5. 3 Syl. 3:3. 4 Syl. cont.
24:3. 1 New 62. The reason why a Court of Law, will compel
a payment in favor of creditors is that the debt is the bonds
of all co. and is held legally, and creditors are always be
required to make creditors, that is a man must in fact
in the future. But the debt cannot be paid just because the
appointment of a creditor as Co. is in fact giving a security
and is required also by the law. He may be sued alone on
it as if it were his own Covenant for the debt in question.
It is the, because he only has equitable title. 1 Syl. 32:3
2 Syl. 39:1. So also if an instrument<ref>retract</ref> that A.B. to C.
Covenanters on the one part. 1st. and C. did not execute, it
may be declared in as the it was only the court of A.B.
Law that it has been the custom to have that C. did not
execute. But I can see no necessity for this answer
2 I presume the declaration would be good without C.
1 Syl. 11:6. 2 Syl. 32:5. 3 Syl. 41:4. The law has no more
prejudice to itself in one obligation only a promise,
it is joint of course this the word, jointly and not a
valid until some words are used declaring a personal obligation.
As we A. B. promise to pay to C. $100. to A. they can
in words implying security. Nor is this word jointly and yet
the instrument is so joint of course, it is so prima facie
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(II Strange 1146.) 2 No. 31. Sa K 1200. 13 Hen Berk 236. 3 Barony.
But if a Court begins thus: Covenant &c and is rightly
by that it is joint and several, or several as well as joint.
15 R. 1544. S. Berk 2611.
Title of Ballot

Ballot is defined as a delivery of goods or a fact, express or implied, that they shall be returned to the owner or according to his directions when the purpose for which it is made shall be accomplished. The person who owns the goods is called the bailor, and he who receives them, the bailee. 2 Del. 167. See Bail. 3-67.

Every bail needs a qualified property in the bailor, i.e., the principle of whose application. It is not merely a person who possesses the qualified property but is every species of bailment indiscriminatly. The distinction which is recognized in some of the old books on this subject is not good law. 1 Inst. 148; 2 Inst. 119.

A mere lawful possession where it must a present right of possession includes itself as a qualified property, to which rule there is not an exception. 3 Inst. 127. According to the definition, the property is to be restored by the bailor to the bailee, when the purpose for which the bailment was made shall be accomplished. But this undertaking does not subject the bailee to sue for all the circumstances but of the bailor in the event of his default, he is not liable. 1 Inst. 135; Jones 8. But to determine when the bailor is in quasi reference to all to nature of the bailments or to the conduct of such bailor.

B. Under the present title the principal object is to examine to what degree of diligence the bailor is bound.

The most general rule is that in cases of general acceptance, the bailor is an ordinary degree of diligence proportioned to the nature of the bailment. With respect to the degree it will be sometimes greater and sometimes less than what is called ordinary care or diligence for the degree, an indefinitely various as will be more fully explained by and by.

As to acceptance there are two kinds. 1. General, where the degree of care is left by the two parties as large to be ascertained by law. Or, in such cases in which there is a particular object extending or qualifying the bailor's responsibility, all the rules laid down in this title are to consider as referable to general acceptance. Since the parties may by one that is special stipulate that the bailor shall not be under obligation to use any care, or to use extraordinary diligence, to either bailor, and bailee will be bound by this agent.

The standard is what is called ordinary diligence, and is that care which rational men in general use in their own concerns. 1 Inst. 9-11. The terms in each side of the standard are not distinguished by technical terms but are expressed by phrases as more than ordinary, less than ordinary, diligence or care. To every degree of care there is a corresponding degree of neglect or default. For the omission of ordinary care is called ordinary neglect, of extraordinary care less than ordinary, neglect. 1 Inst. 13-30-31. The omission of slight care is called gross neglect and is generally considered as
Inclusive evidence of fraud in the bailor which however is not universally true.

It is a mere presumption which may be rebutted. Thus if the bailor is guilty of

the same neglect of his own goods the presumption of fraud is excluded. 

Rob. 31: 55-64. We infer the bailor is bound to use such a degree of care

as the nature of the bailment requires to the application of which none other bailor can

necessarily. First. When the bailment is for the benefit of the bailor the

bailor is bound only to good faith to be liable only for gross neglect as it

is a matter that he who receives the benefit ought to run the risk.

Sec. 17, 915. 1 Jn. 247. Jn. 15: 32-37, 64. 101-102. In Southrons con

a contrary doctrine is maintained where it is said that the bailor is bound to

keep the goods at his peril but this has long since been exploded 6 Co 83.

The act, however must be general in order to a correct application of this

rule for the bailor may increase his liability to any extent 6 Co 83.612

Secondly. When the bailor alone is benefited

he is liable for slight neglect as he is bound to use extraordinary care for the

reason above specified. Thirdly. When the bailment is mutually

advantageous the bailor is bound to his ordinary care. The risk hangs on the

bailor's and is equally divided between them. 

Jn. 16: 12. 33-35. 101-102. According to the common bailments one of the risks which assume hereon

is not very logical. Therefore 22 IV. 903. has doubled them to five.

IV. Deposit or Deposition. Which is a delivery of goods to be kept for

the bailor without reward. There is nothing but the duty of caution incident
to it, then for it is called a naked bailment. 

Rob. 3: 87. 131. The 64

V. Consecration. This is a gratuitous loan of goods to be used by the bailor

for his own benefit. In England the proper term is loan for use. The bailor is
called a locatores or a bailee or borrower. 


This species refers from what is known in law by the name "mutuum." 

Which is a gratuitous loan for consumption not an act of to be paid in goods 
of the same kind and not specifically restored, as in the case of a loan of

money, of a hire of mow or any article of food. An absolute property

is transferred from the bailor to the bailor if the thing is destroyed

the latter must at all events sustain the loss. Indeed a mutuum

is not properly a bailment. 

Rob. 3: 87. 131. 132. 411.

III. Leasing et concurrent. Which is a delivery of goods to the bailor to

be used for him or under it its appropriation. Fig. time is "leasing to him"

The bailor is called locatores or the bailee and lessee 1 Jn. 50 199

Rob. 2: 57. IV. Loan which is the delivery of goods for the

security of a debt due from the bailor to the bailor. The one being called

suorum is the other风雨. 

Jn. 50. 104.
V. The most kind of bailments is a delivering of goods to a carrier for the purpose of transportation or to have some other act done respecting them for a reward, for which there is no technical denomination. This includes not only delivering to a common carrier but also to a private carrier and other bailors. 1 Am. 913-7.

VII. Mandate, which is a delivering as in the last case but without a reward, the labor is gratuitous and the bailee is called a mandate. 1 Am. 913-8. Dods 75. The new provision to apply the rules I above mentioned to the several species of bailment, is the first of Sport. This is solely advantageous to the bailor, if the bailee performs nothing more than good faith, and he is only liable for gross neglect which is presumptive evidence of fraud. 1 Tudge 169; 1 Mart. 929; 11 Tames 643; 1 Lea 415; 1 Moir 131; 2 Barr. 81; 1 Ves. 45; 2 Toms. 13; 1 M. 581; 16 Ves. 644. "The language in the authority on this subject is quite indefinite, but the only certain dictate is this. The depository is not liable at all for the neglect consistent in the abstract, it is merely sustained if found for which he is liable. Thus when a negligent man exposes his own goods as well as those of his bailee, the presumption is exclusion therefore he cannot be subjected. 1 Dods 159. 1899, Prud. l. a special agreement between the depository may subject himself to any degree of responsibility. 3 Am. 913; 916; 3 Hare's 214; 5 Ves. 694; 215; 10 Ves. 679. The opinion were formerly held at variance with this rule, especially in southern cases, a reasoning of which was that while the decision of the court was correct, good this reasoning was false. 11 Co. 33-4. 1 Inst. 74; 1 Mac. 246; 211; 1 Co. 391; 1 Lea 658; 511-12; 10 Cong. Rep. 190; 1 Black 91; 1 Ves. 50. Some have taken a distinction between a special agent to hold with or without as consignee. In the former case it is said the bailee is bound but not in the latter, but in more delivery of goods is a valuable consideration and the distinction above is now exploded. Also besides of a depository receiving a reward is a useful and legal absurdity. 1 Tare 24; 1 Mart. 929; 1 So. 129; 12 Mer. 187; 16 Ves. 670. 1 Ves. 215; 1 Ves. 694. It was said in such cases that if the bailee left a chest of goods with the depository but kept the key, the bailee is only liable for the neglect of the goods in case of a loss. This however is denied by 1 Lea 557 who said that the bailee has the same power to defend as the same qualified right in him whether he has the key or not. This reasoning seems conclusive when the contents of the chest are known to the party but if they are not known it seems doubtful. How far this liability can be extended 4 Co. 33-4; 3. 479; 1 Ed. 23 and 6. 4. The above questions on authority appear to be definitely settled, but we may safely conclude that if the
TALMUD

is guilty of gross neglect toward the ship itself he is liable for the

gains bestowed. A defecatory may defend or qualify his liability by com-

plain unsatisfactory undertaking does not at all events subject him as in

case of acts of God or unauthorized accident or open violence, of which

first robbery is an example, but in case of mere theft there is liable for a

keeper agreed he might have provided against it. 2 De Rob. 93

Decr. 128. 1 Plead 9. 1505. 1265. 1275. 1280.

According to the authority for imposition of fraud is necessary, to subject

the defecatory in case of an undertaking that is unqualified.

III. 9256. Commodation, which is a gratuitous loan of goods for

use is being beneficial only. 1 Rob. 1. 963. 971. 972. 973. 975.

This is a form of theft not involving acts of

frauds. The owner of goods on which the presumption against

the borrower is former to the responsibility. 926. 926. 926. 963. 963. 963.

But in case of acts of other sciences or neglecting the presumption is the other way as of the bailer,

of goods in rolled in the public highway the loss will fall on the bailor or lender.

But the bailer or borrower may make himself liable even in case of a robbery as

in case the loss on the highway and passes through by paths when robbers are

usual. 927. 927. 927. 927. 927. 927. 927. 927. 927.

But the bailer is not liable for losses which happen from

accidental accidents such as lightning storms, and fire etc., but the borrower

may make himself liable in those cases by a breach of contract or by that

careless injurious exposition of the property, danger. In the former case he is in

possession of the property, by a wrong full act, in the latter less act of borrower is

ultimately the act the immediate cause of the loss. Thus if at person borrows a

horse in one place to ride to another and is furnishing return and does not

return it at the time there is in both cases a breach of contract, the loss

will happen at which occur fall on the bailor. De Rob. 915-17. 929-03

1 Rob. 4. 926. 926. 926. 926. 926. 926.

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Bailments

It is known that the house is known to seize extraordinary cases it is liable for this highest neglect but this is putting him in the sam
framing as a borrower is in control to the analagous of this latter. From 17-18 it has been made a question whether the bailer is bound to repair any
article which is the subject of the bailment, but it has been conceded that

4. Mortgage. Pawn or pledge which is the delivery of goods for the purpose
of securing the payment of a debt. Jones 57-114. 2B May 113.

If goods are delivered in a box, the object of which is security which is
accompanied with a right of redemption it is a pawn whatever form it may assume
or even in usual the name in analogy to the manner in which a mortgage is mort
M.B. 111. But security is only liable for ordinary neglect unless there is the
same mutual accommodation in this as in the last case of bailment, the mortor securing
his debt at the pawn for long or extending his credit. 2D May 113.

Jones 115. The mortor can sue the box for damages but that
the pawn is entitled to repair the goods as his own from which it follows that he
would not be liable for gross neglect unless such neglect were akin to theft
but this is not Jones 115 Co. 6 258. 6 129. 16 179. 16 200. 14 201.

Jones 179. 16 201. 16 179. 14 201. 16 200. 16 129. 16 117.

5. Persons having a mortgage or a deed for security where there has been no breach of trust is no unnecessary expenditure
Jones 22. 2D May 113.

4. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129.

117. To Jones 121. 122. 123. 124. 125. 126. 127. 128. 129. 130.

The mortor has an option to hold the goods but the mortor remains
valued for the value of the goods in all cases of theft for he may
not be liable to have and ordinary care who has not sufficient regulated
to prevent their being stolen. But this is not true for theft may accumulate
in the most attention is diligent. Instead of the opinion for the took contractors
himself, it is a matter of fact to be submitted to the jury and the opinion
that ordinary care could have proceeded against theft is false. 2D May 117.

1 121. 1 122. 1 123. 1 124. 1 125. 1 126. 1 127. 1 128. 1 129. 1 130.

The mortgage is the bailer has

1 129. 1 130. 1 131. 1 132. 1 133. 1 134. 1 135. 1 136. 1 137. 1 138.

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The mortgage is the bailer has

1 129. 1 130. 1 131. 1 132. 1 133. 1 134. 1 135. 1 136. 1 137. 1 138.
elected to bring either an action for breach of trust or recovery as restoring
on the bill or breach of trust. The court sustained some of the
actions without a payment or tender of all that is lawfully due even in the
case of minor consideration. Both of the actions are equitable at all other
conditions on the case and 17 Cl. 126. It refused to enforce an action for breac
or an indictment against then Law which is an act of an enemy or an pursuanc
against a breach of private duty or a mere public offense. Talk 817
5 in 1987. (Cast. 747, 1 Roe 147, 9 Hare 278) but this is a mere
of pledging, for in the nature of things, this is not, extraordinary in the breach of
faith than in another it is for this resumption is no longer. It is
intended to implicate oppression but the power is usually strict and the means
which it necessitates. In some cases the power has a right to use the
pledge, so there is a right to be found in the powerer's consent
with express implied. The assumption of consent depends on the fact whether
the powerer pledged is made better or worse or not at all altered by the use.
It is difficult to give an example where the thing is made better but
the power has addressed to a remedy by which he is no
confined and whenever this is true the right is undoubtedly conferred. Thom.
And it is also argued that when the powerer is not injured the powerer may, and it
but at this same time he does it at his peril. He is liable to all costs and
even acts of violence as settling will exempt him. Courts are considered as cases
of this kind of pledge. Talk 922 in Roe 577, 137, 710, 1 Aitt. 385-473. 1808 58
In Roe 917. It is also considered that when the powerer is at expense in
keeping the powerer he may use it to reimburse that expense. Thus if a horse or
of goods are pledged he may use them as a compensation for their
loss. But if a powerer. In Roe 916, 14 Li. 625. Now it has been
questioned whether the powerer is entitled to a account with the powerer for
the benefit which he has received from the use but there is nothing in
the acts which goes to establish his liability. Thom. 113. Then the
powerer would be injured by the use. and the keeping it is not expressible. the
powerer is not from the nature of the case entitled to use it. As a
powerer of wearing apparel for the security of a debt. In Roe 916
14 li. 57, 1 Jones 113. As in this case he has no right to use if he
does so such loss is is for to a conversion and the powerer becomes
liable to an action of trespass. 1 Bae. 287-266. The powerer is not
obliged to wait unit the expiration of the time of past but may commence
his action at any time. The law in relation to powerer is applicable to
goods found but that is an inherent engagement in the fact of the tendency
on the powerer. Talk 917 in Roe 292.
That is a case on our law in which it is said that the finder is not liable for any negligence, however gross, but that a mere action of trespass is not allowed, see 3 Ed. c. 111; 4 Ed. c. 111, 116; 5 Ed. c. 116, 117; 9 Ed. c. 117; 10 Ed. c. 117; 11 Ed. c. 117; 12 Ed. c. 117. All these authorities support the same doctrine with the case in 6 Ed. c. 117.

The support of it is to insist that there is an analogy between the finder + depositing but there is a plain distinction between them: there is a mere voluntary the other not. The one comes into possession of the goods without the prior or consent of the owner, the other with it. In the one, he has not parted to confide in the other he has. There is therefore penalty in compelling the finder to use ordinary care. In either the finder is clearly liable for the omission of that degree of care as he would claim a compensation by Art. 965, 966.

In 6 Ed. c. 117 the maxim now that there would not lie against the found + negligence to the correctness of which I submit for them is founded on a test that is a miscarriage, it can not be sustained in an ease of disposal. 5 Ed. c. 117; 6 Ed. c. 117; 7 Ed. c. 117. It is well settled at law that the finder has no title in the goods found for trouble and expense of the refusal to deliver on demand + production of sufficient evidence. He is held in liens. 2 7 Ed. c. 117; 2 H. B. 234. 3 7 Ed. c. 117. But a different doctrine prevails with respect to documents of great interest at sea or in a state of abandonment, but this is a principle of the maritime law. See 7 Ed. c. 117; 2 H. B. 234. 5 7 Ed. c. 117.

He has long made a question at law whether the finder can maintain an action in any shape to recover a compensation for his trouble or a remuneration for expenses. The act is nothing more than a voluntary contribution + therefore there is no principle on which a recovery can be had. 3 7 Ed. c. 117; 3 7 Ed. c. 117; 4 7 Ed. c. 117. A refusal is not of course a reason why the claimant is bound to produce reasonable evidence of ownership. 2 7 Ed. c. 117; 2 7 Ed. c. 117.

It is found the goods of B. is a third person claims them + in refusal brings an action of trespass to recover their full value by false evidence. Subsequently he brings an action for the same goods. Then can he recover against B. or is the first recovery a bar to the second action. There is no decision in point on the subject but there are some analogies for which see 3 7 Ed. c. 117; 2 7 Ed. c. 117; 1 H. B. 668; 672. 2 7 Ed. c. 117; 1 H. B. 668. If upon tender + refusal the plaintiff has brought trespass + recovered the plaintiff may after demand of pay sustain an action for the recovery of his debt. 2 7 Ed. c. 117; 1 H. B. 668; 2 7 Ed. c. 117; 1 H. B. 668. If unfortu goods are found the owner does not lose his debt through depreciation or decay since the parties have mutual remedies and no one is the owner substitute for the debt. 1 H. B. c. 123; 1 H. B. 179; 2 7 Ed. c. 117; 2 7 Ed. c. 117.
A few of the laws remain unimpaired in the hands of the 'pawnee' he can sue for his debt & recover provided there be no agree to the Cont. at 119th. 1st Inst. 1864, p. 80. If the debt is not paid at the day the law becomes absolute in the hands of the 'pawnee' but the 'pawnor' has a right of redemption in Q. in accordance to the Law of mortgages. 1st Inst. 1864, 1st Inst. 1865, 2nd Inst. 1865, 3rd Inst. 1865. This right can only exist while the goods remain in the hands of the 'pawnor;' for if he should sell them absolutely the property of the purchase would by indefeasible. 1st Inst. 1865, 2nd Inst. 1865. 1st Inst. 1865. There is a difference between a 'pawn' & a mortgage of a 'pawnee's chattel' as in the latter case there is no eq. of redemption. 2nd Inst. 1865. In the case of a 'pawn' the right of redemption expires after the day of payt due. As was stated at the time of making the Cont., that on failure it should be considered void, and possession of the 'pawnor' once a 'pawn' always a 'pawn.' 2nd Inst. 1865, 3rd Inst. 1865. A factor cannot 'pawn' the goods of his principal so as to give the 'pawnee' any claim against the owner. For the law in this case is merely a personal right & cannot be transferred since the Cont. between factor & principal is fiduciary. And if the goods are 'pawned' the owner can obtain an action against the factor. 2nd Inst. 1865, 3rd Inst. 1865, 1st Inst. 1866. If the factor simply claimed to the goods. 2nd Inst. 1867.

On failure of payt at the day the 'pawnor' has a right to sell for the an absolute right to the goods is vested in him. 1st Inst. 1865. According to some opinions he has a right to sell & assign even before that time. 2nd Inst. 1864. 1st Inst. 1867. 1st Inst. 1867.

But these opinions cannot be very correct as every 'building' implies a Cont. thirty & twenty which is merely personal between factor & bailee. Besides a decision the reason of this is inseparable from cases state earlier. 1st Inst. 1864, 2nd Inst. 1864, 3rd Inst. 1864, 4th Inst. 1864.

The practical consequence of a decision on this point is important for if there can be no assignment the 'pawnor' cannot be obliged to make payt or demand to the assignee & besides the 'pawnor' would by such an act be guilty of a confession & further might be maintained against him.

Reasoning from analog it is evident that an assignment cannot be made before the day limited for it a 'pawn' cannot be an act of the 'pawnor' in perpetuity as treason or felony. But a man always does forfeit by these acts all that he can assign. It follows then that the 'pawn' is not assigned before the day of payt has expired. 1st Inst. 1864, 2nd Inst. 1864, 3rd Inst. 1864, 4th Inst. 1864. By Brooks also it is laid down that no 'pawn' cannot be assigned or aliened as he says, which see quoting 12th. 1864, 13th. 1864.

2nd. A 'pawn' cannot be taken in Q. for the debt of the 'pawnor'.
It cannot be assigned by operation of law which is a strong analogy to prove that it cannot be an act of the partes. 1. Bac. 259, 261. 2. D. 76. 6. 12. 14.

The above analogy as well as direct principles go to show that the pawnor acquires no right of assignment until the expiration of the term. If he could thus transfer this right, the pawnor would be subject to the danger of a loss, an idea which governs all fiduciary contracts, by instrument of the assignee. The case of mortgages is different, for the creditor cannot be excluded nor destroyed but at the enjoinment of the knower of the assigned. There is a case in 1. B. 49, 50, 51, 71, who would plead to prove a contrary act, but when investigated it will be found not to interfere with the opinion above expressed. On the other hand, the pawnor may perfect his interest in the pledge for he has a general not a qualified security but the king or public cannot take it without paying the pawnor all that may be due him. 1. Foss. 72. 2d. 29. 59.

It was formerly considered essential to the nature of a pawn that the delivery should take place at the time the debt arose, but since the time of delivery is alleged in securities. 1. Lea. 52. 1. Foss, 72. 2d. 29. 59. 1. Lea. 30. 2d. 29. 59. 1. Lea. 393. 1. Lea. 390. It was formerly doubted whether there could be any execution unless tender or pay was made during the joint lives of the parties when no day of pay was fixed. 2. B. 34. 3d. 59. 59. It has been raised a question whether whether of a pawn is assigned to 1. B. 39. 59. sale, for a valuable consideration and the pawnor dr. this kind of pay, must be made to the use of such pawned or to pay himself. The rectitude of this question depends upon the one interested in whether a pawn is assignable or not. 1. Lea. 391. 2d. 29. But when no time of pay is fixed it must be determined during the life of the pawnor. 3d. 59. The rule fixing the life of the pawnor as the period of redemption is positive, the reason for setting it is because some time must be designated in justice to the pawnor as for the sake of certainty a general convenience. But in none. There is also a right of redemption after the death of the pawnor, unless indeed the butcher have stipulations to the contrary for then is the right of C. when the time is fixed by the parties why not when limited. 1. Lea. 392. 2d. 29. 59. 1. B. 392. 59. 1. B. 392.

Pestment of the fifth kind is a delivery of goods to a person for the purpose of transportation to be home with their act and done concerning them for the sake of hire or reward. This is deemed to be a delivery to a private carrier or to a person to act as interpreter for a keeper at common carriage, or others exercising some lawful employment. 2. B. 117. 3d. 59. 1. B. 117. 3d. 59. 1. B. 117.
Tailments.

The first object is a delivery to persons who exercise some professional calling or do not as to a common carrier, a tailor, a factor or a common agent or clerk, 4th Ed. 328-9. A private bailiff is prima facie entitled for loss by setting with the same qualifications as before mentioned, 4th Ed. 328-9. The rule is the same as the rule with all private bailiffs whether they be bailors or shippers, see 4th Ed. 328-9. As 1st Ed. 162-3, Co 84.

And where a ship is wrecked or not according to his size or consent of ordinary, the presumption therefore is against him. 4th Ed. 186-191, 2nd Ed. 162-3.

If the property bailiff is detained by the Jas. Bayley. If the ship he is bailo for it is what if ordinary care not to have prevailed against 4th Ed. 162-3. 1st Ed. 162-3. and this rule is common to every bailor who receives any property to the time of its loss at least he must as in all similar cases for instance 4th Ed. 180, 1st Ed. Hence also the bailor that the bailor may use the silver for any other purpose returning an equal quantity of the same quality. The reason is assigned that the term of the property as it attended by finding that it can be distinguished or identified and if it cannot in payment of the specifically restored. 4th Ed. 180, 1st Ed. 162-3.

It seems difficult to deny this artificial view of the law but 4th Ed. 180, 1st Ed. 162-3. and not satisfied that it is not a case for suppose if one be identified and is lost or that it is lost before finding this reason to be the reason why the bailor should be liable to the lull if he has once the diligence required. The operation of this principle would in many cases be extremely rigorous. When the bailor is to do some professional business the law imposes a two fold 4th Ed. 180, 1st Ed. That he will use ordinary care in keeping and restoring the goods 4th Ed. 180, 1st Ed. That he will exercise a skill equal to the correct performance of his work. But if the act to be done is not professional the latter engage is never implied 4th Ed. 180, 1st Ed. and cannot be substituted for any defect in the work unless an express Cont. to that effect 4th Ed. 180, 1st Ed. 129-9. 4th Ed. 59-60. 4th Ed. 324. 324. 324. 60. 324. 128-9. 37-46. If the act to be done is so palpably at the time of the loss which has happened through the carelessness of the bailor then seems is the reason why he should be entitled to wages for what he has done for the bailor and not released any benefit from it and that too through the carelessness of the bailor 4th Ed. 1992-4. 84. 84.

A common carrier is who makes it his business to transport the goods of others for hire
as a Captain or a waggon, a hogman, a ferryman, and a master of a vessel.

Law 1798. 3 Geo. 3. S. 1. 117. 25th. 18th. 3.

It was formerly doubted whether any one but a carrier came within the description of a Comm. Car., but it is now well settled that it is immaterial whether the transportation be by land or water. 24th. 1798. 3 Geo. 3. 12 April. 48th.

The owners a very truly, the masters of vessels are Comm. Car., and the

sailors may as of a loss sustained in action against them. Salwine

11th. 1798. 3 Geo. 3. 23d. Capt. 62. 1. 1. 20. 117. 2. 14. 625.

In Egg, there is a Stat. which limits the liability of the owners to the

sum of the value of the ship and freight in case of loss. Through the

negligence of the master or mariner, but this is a new rule of regulation. If by common car the necessary convenience be being hindered,

his name refers to carry, it is liable a claim in the case, he is not, as in the,

he has engaged to accommodate the helmsman and cannot transfer. But he is

necessary to refer. 1. 1. 344. 1. 1. 344. 1. 117. 2. 344. 1. 117. 625.

But a Comm. Car. has a right to make an additional accommodation. If he may give notice that

the will not be responsible for any other valuable goods contained

in freight, unless he has notice. He is paid for the service. But he cannot

analyse any condition at his pleasure so that the will not be answerable for any

negligence of his first in, but the Conditions must be reasonable and consistent

with the public good. 1. 117. 344. 1. 117. 625.

At a late supreme Court of C. the owners of a Stage were subjected to a considerable amount of damage which arose from the negligence of their drivers to the comfort or persons of passengers. Since that with a view to remove this liability they have given notice that they will not be responsible for

the negligence of their drivers, but this may be of no avail.

The case in the case of Comm. Car. is beneficial to both parties, a saving

by the usual rule they would only be liable for ordinary negligence.
The usual rule is, that the owner is not liable for

the negligence of his crew. But this may be of no avail.
Railways

Of Carrier's

Carrs.

The law in the case of carriers is somewhat different from that in the case of other

Assumptions that are liable only for ordinary repairs. The act of God is something

which cannot happen through the intervention of human agency, so in

the case of a railway it is not liable, according to 1 Thes. iii. 21. 2113,

the case of a railway, does not come within the

description 1 Thes. iii. 21. 2113. It has been decided

that a com. Carr is liable for damage done by

waste which enters the ship through a hole made by a rat 1 Del. 281. 2113.

A com. Carr cannot excuse himself by alleging an act of a rat or

rodent which was not public enemies within the rule for piracy or robbery. The

waste is a good defense since it is an act of hostility to every community.

1 Thes. iii. 21. 2113. 1 Thes. iii. 21. 2113. If it becomes necessary through temptations

in the case of a railway the carrier is not liable for this necessity. In some

incidents, such as the case of a fire, the carrier is liable as if the fireman

should not be on a public service. The case is very complicated weather 1213.

This doctrine is recognized in a later case (Williams vs Grand.

The carrier is second when the goods suffer from the fault of the

carrier or when a person uses a ship of war in the act of pirating. The

carrier is liable. 2 Del. 76. 2113. 4 Del. 281. 2113. In the case of a

wreck, where the ship was full with the goods

fired by a person, the carrier is not liable. 2 Del. 76. 2113. 4 Del. 281.

In order to charge the carrier in any case

the goods must have been in his possession or under

his immediate control or of the owner sends his agent to take care

of them. They are not properly in the custody of a guarantee of the

cargo, unless necessary to his liability. Even in that case he may sometimes

be liable on account of some fault as when he fails to stop a ship which

is defective. 2 Del. 76. 2113. 4 Del. 281. 2113. 4 Del. 281.

But when the goods were delivered to the master or a passenger was

requested to take the oversight of them the carrier was held liable.
for his possession or control was not then returned away. 1 Nott 2, No. 7, 326.

The defendant, in default of the demand of the consignment, is liable, in
the case of a loss unless there be a special acceptance. 2 B. & C. 532. 4 B. & C. 545.

In the case of a depository, this rule was questioned at an opinion was expressed that he could not be prejudiced unless he was guilty of gross neglect towards the box itself, but in the present instance, it is well settled that his liability does not depend at all upon his care or diligence. In two cases it has been decided that the same is liable the misinforme of the contents of
of the box so long as that test was applicable and the test to be
Allen 37. 1 P. 386. 1 P. 306. 3 Web. 65. 3 B. & C. 643.

The state has however been decided in the case of the late 2
Manfield, on account of the fraud of the owner. 1 Nott 2, No. 7, 326.

In 283. 1 P. 386. 1 P. 306. 3 Web. 65. 3 B. & C. 643.

In order to make a special acceptance, personal communication is not necessary, a mere notice in the public papers is sufficient. It is not, however, a special agreement but merely evidence in the case of the owner, knowledge of the former procedure by the state, and of his absence from the
law. 1 Nott 2, No. 7, 326. 1 P. 306. 3 Web. 65.

If it appears that a common carrier is liable for the amount of goods he receives in ignorance what that amount may be. If however, there is positive fraud in the case
of the proprietor, a different doctrine prevails but under a qualified acceptance, his personal rights go no further. 1 Nott 2, No. 7, 326.

The state has given public notice that he would not be answerable at all for
the articles except on certain conditions with which the owner
in the case of the common carrier was held not liable for a loss which occurred not even for
the sum which was statute to be the value of the goods. The common carrier
is not answerable in this case, in the former, in the case he gives notice that he will not be liable at all unless he has been
in premeditation, and the other that his responsibility shall only extend to the same as his reward does. 1 H. B. 295.

The owner of a stage coach who receives pay for the passengers only
2 not for their baggage, is not liable as a common carrier. In the
1 Nott 2, No. 7, 326. 1 P. 306. 3 Web. 65.

On 95, 122, 14. 1 Shaw 1285. 1 B. & C. 344.
Tailments of Con Carus

And a con car is liable whether he has received his hire or not; a con without an express promise to pay for it, that can be made rely upon the express promise to bring a quittance mediate, 1595 892. He is not indeed obliged to carry without the pay in advance, but if he does, his liability is not affected but remains the same. In order to subject a consignor, it is not necessary that the goods should be lost in transit, but it is such that it take place at an inn and this appears to be the case of the course of business requires that he should deliver them to the consignee.

And the same if there be no established custom with respect to delivering or in every instance, he is prima facie liable at the time it happens, or when he knows it he is not liable, and the onus is the burden of proof in these cases lies with the consignor.

If the consignor agrees that he will in any way, or on any conditions, he is prima facie liable in such cases, there is no such rule. If the consignor is not the consignor, he is not liable. The consignor is not the consignor, the purchaser is not the consignor. The consignor is not liable.

But when the consignor receives his hire, the right of action is in him. Whatever is in duty to the consignor is subject to this rule. The consignor is the person who can maintain the action. The consignor does designate the case.

1596 893. 1596 894. 1596 895. 1596 896. 1596 897.

4 A con car a lost master is considered a con car. A lost master is such that, he is not a public officer, but since he has been invested with that character by Stat. 12 Car. 2. a contrary doctrine has prevailed. This is a mere creation of fiction made as a way of compensating wages from those who relieve him. Recall 11 1597 898. 1597 899. 1597 900. 1597 901.

4 1597 902. 1597 903. 1597 904. 1597 905. 1597 906.
...and in consequence of an act of omission by one of the keepers. This act of omission is a breach of the duties of the keepers to provide proper care for the animals in their charge, and it results in the animals suffering injury.

The question then arises, what is the liability of the keeper to the owner for such an act? The law provides that the keeper is liable for any injury caused by the animals in their care, whether the injury is caused by their own negligence or by the negligence of another person. The keeper is required to exercise reasonable care and diligence in the management of the animals, and any failure to do so renders him liable for any resulting damage.

In the case of In re the keeper of the horses (1853), the court held that the keeper was liable for the death of a horse when the horse escaped from his enclosure. The court reasoned that the keeper had a duty to ensure the safety of the animals in his care, and his failure to do so resulted in the injury to the horse.

Similarly, in the case of In re the keeper of the cows (1854), the court held that the keeper was liable for the death of a cow when the cow escaped from his enclosure. The court held that the keeper was required to take reasonable precautions to prevent the escape of the animals, and his failure to do so rendered him liable for any resulting injury.
Palmuly, by Jan Pinker, &c. Munday

He says indeed that there must be some default, with in the

Sheep's power in order to subject him but this confines his liability

only in cases where the loss has occurred through a want of ordinary

care and is purely negligent. &c. 8 Co 33r. 5 Th 7th Ed, 32.

In Jan. Keip's Case only for such goods as are expressly described

within the Cowan which insures not only the dwelling house but also

the Horse &c. Enn 32. 5Co 32. If damage is property is removed

at the request or by the direction of the owner the Inn. Keeper

is not liable for loss without notice default as if a thing

should move by force to pasture &c. it is stolen the Inn. K. is not liable

without actual default, but if the Horse escapes from a defect in the fence

he would be. But if the horse is put to pasture by the Inn. K. of persons

who he is liable because the loss may occur. 8Co 32. 6. Thol. 1

D. 22. 22. 13 Co 169.

VII. 1. 1. -- Pardemment of the last kind is what is called mandamus

or mandata. Which is a delivery of goods to be transported in

some other act done with them without rending or issue. It is

to sometimes improperly called acting by commission. The bailor is called

a mandator. 1 Th 37. 3. 40 R. 91.

The difference between mandamus & deposit is that the latter consists in mere

carrying the goods wholly in presence. The rule in regard to care

diligence in both cases is the same i.e. greater care is required

of the mandator than of the depositary in each case than is safe

to excuse them from the imposition of fraud. 40R. 90 to 99

1 N. Co. 205. 1 H. 156. 161.

This was the Queen's Brief which came under course in the case of eager &c. Farnham in which case

was restated the principle that when there was a special agent to move

all necessary care + the loss follows through the omission of such care

the mandator is liable the the cost to be done & gratuities, with butt

3 Th. 175. The agent to move all necessary care may be in

some cases implied but the subject matter of such implied contract

must be strictly professional. Thus if a tailor should undertake

to do a piece of work grants he would be bound to do it in a

workmanlike manner. It would be subject to damages on failure

3 Blk. 165. 6. 1 H. Blk. 158. 11 Co 340. 1 Saw. 324. Th. 139.

In the same case take a distinction between the duty of a depositary or

mandator when the thing is done his in person + when only in

strategy or transmission it requires a greater degree of care & there

in the former than in the latter 


But then seems to be no solid ground for this distinction for it places them on the same footing in the case attending to what bales are required to receive. 3 Port 165-6. 1 H. 156. In the case in 3 H. 154, 164, 165 L. Ed. it appears that when the agent is to do an act negligently, the omission of the act is gross neglect which is equivalent to fraud. Thus if a bail is not

unlawful to promise against promising it may be a loss from this source the law according to the opinion would pronounce it damage of gross neglect.

Thus confounds all distinction between different degrees of care among the whole of the system. The judge appears to go under the act that no bales can be subjected except to gross negligence, which is altogether unlimited for if the care or nature of the case requires it he may be responsible for ordinary or even slight neglect. And indeed there is no propriety in calling the neglect gross when the loss is measured by violence as in robbery. If the is the same as to say, that a man is
guilty of fraud who there. misfortune or unlawful to pay his debt.

Now 2 B. 175.

When there is no express agreement to use care or skill, the party is only liable for the party is liable for the entire species of neglect. Thus, if I agree to make the goods of J. at the custom house and, together with him, to pay for expeditious delivery, there is nothing in the proper terms of the goods of both are perfected. It was held not liable for the transaction excepting every idea of fraud in 4. Now 2 B. 175.

1 H. 197. With regard to the law that requires all persons to do the performance of an act which is professional for, it is gratuitous.

I would observe, that it is to be received with some limitations. It is strictly confined to the act stipulated it does not extend to any loss which originates in carelessness in the common act. This is a fault is bound to use skill in making a garment in terms of some act which is not obliged to provide against thefts and robberies on the preservation or custody of the goods is not part of his profession. In the last case the he is in the same situation as other mandataries and is only liable where he subjects himself to the imposition of frauds. When there is an express agreement to carry a thing safely, he is not liable for a loss in an incident accident or of course inevitable as robbery, but he only engaged to all necessary care to dispose of the goods is no part of his profession. In this last case then he is in the same situation as other mandataries and is only liable where he subjects himself to the imposition of frauds. When there is an express agreement to carry a thing safely, he is not liable for a loss in an incident accident or of course inevitable as robbery, but he only engaged to all necessary care to dispose of the goods is no part of his profession. In this last case then he is in the same situation as other mandataries and is only liable where he subjects himself to the imposition of frauds. When there is an express agreement to carry a thing safely, he is not liable for a loss in an incident accident or of course inevitable as robbery, but he only engaged to all necessary care to dispose of the goods is no part of his profession. In this last case then he is in the same situation as other mandataries and is only liable where he subjects himself to the imposition of frauds.
In the author's view, there is some uncertainty of opinion in regard to the
liability of the mandator in his contract with the agent. From thinking it
a mere personal affair without consideration, a theory of no force in itself, the
therefore placed his liability solely on the ground of fraud. But it appears
to be clear on principle that upon delivery he is bound by the contract,
for the delivery alone is a suf. consid. See R. 399-400.
If a person agrees to become a mandator of another that is to carry his
goods gratuitously and to return before delivering he may well rely on
a want of consent as a defence; but afterwards no such defence
can be made the nondischarge of the cont. i.e., the contract; it becomes
valid in the Court of Justice. 1 T.R. 113. & it is said by Sir W. H. B.
that delivery, if receipt of the goods is a sufficient consideration. See R. 396.
1 Plow. 241. 2 Plow. 129. 13 Moore, 4 S. 35. 4 T.R. 149. 8th. 1 P. Wms. 64.
(G. J. 64. Contra, 62. 18th. 9th. 6th.) It appears that where
a person revies special damage by a refusal to execute the agent,
he is liable the goods refused be before delivering, 5 Ch. 76. &c. A going
to 60 Y. Permits it to carry a letter but does not go on sustains loss.
According to the above principle it is liable for that loss.
But there appears to be no principle on which an action in such
case could be sustained. If there was a prior paid or any
agent is paying on an actual delivery or any fraud in the part
contracting he would indeed be liable. In the person injured
might rely on the cont. which is subject to be a valuable consid. in the
fact or the cont. or misapparances. in one of which as it is in a cont. or act
action must rest. But we exclude the loss or fraud by suggestion s as for
the cont. it must be good or bad originally s cannot be affected by regular
new cont. But it is agreed by Sir W. John that the
mandating will not subject him unless there is special damage,
which is a virtual admission that there was no cont. at all between
the parties originally. Now there are these special damages which even
at a subsequent period s have no necessary connection with the transaction
to have such an operation as to create an agent for the parties when
it is confessed they have not entered into one themselves. Dig. 90
450. 3 Est. 149. 159. 5 Est. 62.
It now remains to consider some miscellaneous rules applicable
in battlements in general and the first enquiry is in what cases
is the latter entitled to a lien against the latter which is an
encumbrance on some special interest being always accompanied
with possession of the same.
Bailments. Of Secn

One must be taken to distinguish it from a qualified property as the latter
may exist without the former, the former cannot without the latter.

The division of leases extends to bailers of the fourth and fifth classes only, embracing
all of the fourth and most of the fifth. The fourth class of bailers
it will be recollected is known to pledge in which a lien is created
by a delivery of the goods and in fact required by the very terms of
the Cont. The object of it is a security of a debt which cannot be
obtained in any other but by this lien of lien a thing that the bailor has
a right to hold the property in all cases until the debt is paid.

[Document content continues here]
it occasions. The grant is liable for the whole hire it is in the nature of a pledge, the Mill Keeper has his remedy in his own hands—and remains without the intervention of process of law. 6 New 229, 282, At 91, 3 Dec 1845. But in this as in all other cases the lien is lost by a voluntary relinquishment of the property for possession is absolutely necessary to its existence for to transfer a lien without such possession is a fraud on the insurer. 30 N.Y. 155, 495, 48, 1814,
8 Cr. 584.

Thirdly. The mechanics in general have a lien on the goods for the price of the labor which they have bestowed on them. 8 Co. 147. Yet, 9, 97, 1814. But then is not the same reason for the rule in the case of mechanics, so in the cases before mentioned as they in not obliged to receive the property. It is however a rule of policy & a condition annexed to the bailiff on behalf of trade & commerce, that a mechanic is not in the habit of mistrusting a particular employer & cannot assert this right against him without notice previously given. 46, 241.

An aquatic person who is a bailee of the 3rd class has no lien for he is not bound to receive for the 2nd class. No lien for he is not bound to receive for the 1st class. No lien for he is not bound to receive for the 3rd class. The principal or the personal credit of the owner, both where the latter have no personal communication nor ever knew them at the same time. 14th. 46, 69, 52. 3 Dec 1845, 52, 97. 8 New 486. 2 Dec 1846, 46, 97.

14th. If there is a special tenancy on which the bailee relies the law creates no lien, since a tenant contracted to leave a horse for a certain sum has no right to retain him if his lien, the most satisfactory reason for this is that when there is an express contract on the subject between the parties the law will not imply one, 2 De 68, 97, 52. 3 Dec 1845, 52, 97. 8 New 486. 2 Dec 1846, 46, 97.

9th. A factor or any commercial agent the general has a lien on the goods in his hands for the balance of accounts. 3 217, 97, 119, 8 New 486. 2 Dec 1846, 46, 97.

10th. A factor or any commercial agent the general has a lien on the goods in his hands for the balance of accounts. 3 217, 97, 119, 8 New 486. 2 Dec 1846, 46, 97.

11th. A factor or any commercial agent the general has a lien on the goods in his hands for the balance of accounts. 3 217, 97, 119, 8 New 486. 2 Dec 1846, 46, 97.

12th. A factor or any commercial agent the general has a lien on the goods in his hands for the balance of accounts. 3 217, 97, 119, 8 New 486. 2 Dec 1846, 46, 97.

13th. A factor or any commercial agent the general has a lien on the goods in his hands for the balance of accounts. 3 217, 97, 119, 8 New 486. 2 Dec 1846, 46, 97.

14th. A factor or any commercial agent the general has a lien on the goods in his hands for the balance of accounts. 3 217, 97, 119, 8 New 486. 2 Dec 1846, 46, 97.
The subject of inquiry is of is of great practical importance.

1. B. 1792. 1 Rol. Pit. 178. 1 Bux. 1792.

It is said that if one bailire property not his own the bailire must return the property to the bailire 2 see to the true owner for he is not capable of judging between the parties. 1 Rol. 606-7. 1 Bux. 387, 212.

But I apprehend that this rule means nothing more than that the bailire will be justified in redelivering the goods to the bailire 2 see that he may by that act discharge himself from the claims of the owner. The reason above designated cannot carry the rule to a greater extent and it does not certainly not run, if it is laid down in 1 Rol. 607 that if bailire returns the property to the bailire before or pending notice it will discharge him. 1 Bux. 242. Gethin 137.

If the real circumstances exhibit sufficient evidence of ownership the bailire ought not in principle to be subjected the same being analogous to that of a finder. 2 Le Ray 80, 84. 3 Le. 599.

According to the rule of law if the bailire should die and the goods come into possession of the goods he must deliver to the true owner at his peril no. If he has possession by sale is bound to restore them to the person who has by law the right, but this is taking the other extreme and appears to be altogether arbitrary. 1 Rol. 607. 1 Bux. 257.

The court enquiring into the credibility of the bailire or purchaser under him saw held the property against the bailire. 4 It is enacted by Act. 21. Sec. 14. 1975. 5 H. R. 89, 71, 255. 2 Wil. 67. 61. 1 Bux. 257. 1 Rol. 62.

It is decided by force of the Act 1580. 22 Eliz. 1 22nd. 1 Bux. saw the rights of creation are the same that they owe now as to goods originally belonging at the bankrupt of which he retains less after sale. That this is therefore added nothing to the security of creditors. In the event of goods the owner continuing in possession is the present precedent both by stat. 2 and Carn. 2 and Carn. 1 3 and Carn. 1 3 are considered a long or evidence of fraud which may possibly be rebutted. 1 Bux. 239. 5 Bux. 81. 1 Rol. 58, 95. 72 47. But it is to be observed that it is not true found between the personal vendor between the bailire bailire whence authorises the creditor to come upon the goods but it is.
Pecuniary, and the rights of strangers.

the last credit arrived from them to the extent of 1,350 which is in
the debt 1 1/2 50c. 63 74 110. Hence if the bailor should
receive in deduction the amount of goods it would be of no avail against
the creditor for this is not the ground of recovery, which is the gaiantry
derived from the acts of the bailor. 1 At 14B-3. 1 Ch 350a.

This is, of course,

is an assurance of that great principle of the common law that when one of two
innocent parties was injured by the act of a third person, he who occasioned
the act is made the first to do it whose fault, not the other. If it is in fact an assurance of the common law it is of importance that we are
at in this ease his possession, the construction there have
been unjustly adapted in common.

It will be remembered

that in a few places not posted to court, where one of the persons was
not a guardian, husband &c. the possession is given by the
act of the person by the person who carries on its business. 1 1 1109. 32 70. 157 71. 3 1v 606.

But it makes no difference to the mortgagee in the right of the person
as a mortgagee, husband &c. the possession is given by the
act of the person by the person who carries on its business. 1 1 1109. 32 70. 157 71. 3 1v 606.

Once more however it has been taken to assure the above from mortgagor of land
as in such cases can there be no valid credit., possession is not absolute
and instead of personal it is always to the idea to assure the title.

Whether the bailor does not intend to the sale of a thing at law force it
is impossible that there should be an immediate possession on
delivering the possession must be taken as soon as the arising, 1 1 1109. 32 70. 157 71. 3 1v 606.

They are the cases in which an actual manual delivery will be disputed
with and the creditor will hold against both purchasers & creditors.

A symbolic delivery will be sufficient in the case of the delivery of the
thing in a box where places the box under the hand of the bailor 2
1109. 157 71. 3 1v 606. "The proof of being a card
with the box marked as possessed by the bailor by his signature on an other words
in which the same is only the possession and also the delivery a possession if
there is delivered is the power to a factor of another merchant. 1 1 1109. 32 70. 157 71. 3 1v 606.

The person can the factor or company.
merchants, or persons from the nature of their employment, derive any benefit from the goods, he does not appear to be the owner but is merely an agent in disposing of the property of an employer. 1 Bl. 182, 1511, 179, 139, 57, 39, 51.

Almost purchasers redeem the bailee who supervises the goods to belong to them will hold them against the bailee in lieu of the creditors of the goods, 3��e. 189, 57, 39, 51. When goods have been purchased by the creditors, the vendor having paid the creditor, the subsequent purchaser for a valuable consideration will not be entitled to any preference. A mere sale would affect all as one of both, that debt must therefore be secured in the same 1512. 3��e. 189. 179, 57, 39, 51.

In the first of these cases when the bailee has not the order or disposition of the goods, or does not become a bankrupt, the goods can be held against both creditors and purchasers under the bailee. A subsequent purchaser with the single exception of a sale in market court. In support of this branch of the latter be clause, the third one, it is not a case within the act. But for without any law. I suppose the evidence would not be enough to hold the owner of the right. 1513. 189, 179, 39, 51.

Our next clause is a case of a deposit of a bag of jewels with a holder to hold the goods in trust. I suppose the evidence would not be enough to hold the owner of the right. 1514. 189, 57, 39, 51.

To hold the property the property, the right made in market court. 1515. 189, 57, 39, 51.

Thus if a deposit is to be held in such a case, then the bailee has no right to hold the goods in trust. The bailee is in the case. 1516. 189, 57, 39, 51.

This is a rule of policy it appears as the convenience of the commercial world. But in another case, a man's right to hold goods in trust. In the case of the bond, the bond of the goods in trust. The bailee in this case is in the possession of the owner of the property. The goods in trust, it is not in the case of the owner of the property. The bailee in this case is in the possession of the owner of the property.
Of the right of a mortgagor, purchaser, &c.

And now that these are settled, I am disposed to add a few more examples. Time of me and building should break his marriage; should learn it with a mechanic, or should leave a horse, I should trust him with an injunction to keep his property, as it may be taken over as a general rule that when the possession is temporary for a reasonable necessity, purpose (as in the cases above) the bailor may defend against the creditor or purchaser, but when the possession is permanent, the rule is that he must be such as to institute a distinct suit to set one who is peculiarly to rely on in giving credit. 

A man sells cattle to A by B who sells them to C when the court held that the new act of delivery was not sufficient evidence of ownership to warrant a purchaser. Therefore, the maxim "Caveat emptor" applies. Suffice it here to state to A as a get or a bull for three months when the condition of the cattle take this interest in execution. The sale of the same property of temporary nature it would therefore at first sight seem to show to the same feeling as other property & this is sanctioned by a doctrine of law.

Justice being done but I am clearly of opinion that it cannot be taken for the court is as in all cases of bailments strictly personal. We have already seen that a person cannot when he assigns by the hands or backs in this by his creditor. A also in the case of selling the cattle and transferring his qualified property to a mortgagee of the property. Person & a person, it cannot be taken in C & D, the party assigns it by his own voluntary act. And indeed if we consider the amount of a being allotted a man in relation to the subject matter if his assignee it does not impinge the lexikon in which I have been thus far & 11, 185, 186.
Preliminary

The action to which the question is

away of the builder may recover in trespass or wrong of &c byplying on the

constructive possession which a right of property in personal chattels always

bars with it. And this constructive possession is precisely as effective as

an actual one to support the above actions. 2 How 567.

A right of possession is a posture of that kind in case it is &c, or that which we call constructive unless some

justified hold an actual one under colour of adverse title. Thus in this case if I have a constructive possession he can demand &c, or some one of that pleasure &c if it will be remembered that first the actual or

constructive can necessary to sustain the action of trespass or &c.

The above is a case of departure.

Public works are built for &c, not upon a law as it was before

during the time a stranger wrongfully takes upon himself the question raises

over the builder's postage in actions against the wrong doer. The rule is follow-

F. K. 410. 7 E. C. 410. 1 Co. &c 495. 8 J. 452. 10 J. 658.

5 Barr. 392. 3. 10. &c. 27. There is no doubt but that the builder can maintain the action

but there can the builder can be yet to be determined. If the god

be taken away from a defendant or menacing the builder has a right of

action for the immediate recovery. This new forms in all cases when the

building is unassailable for one who does them up a plain case of

1 Bac. 263. 1st 7 8. 2d 214. 1st 2d 4. 3d 131 9. 39 2d 61. 7 8.

It is said that of the action gives the ground to a stranger the builder

cannot maintain times the act all now shown in the first instance a demand

being necessary, to the reason assigned is that there is no loss or mischief

in the act of such stranger. 2 How 276. 1 E. C. 187. 12 155 5. 257.

But according to a late case this doctrine would seem to be somewhat

questionable for the gift is a breach of trust, 

so it has been decided that if a factor is found the factor of his principle the owner may sustain

with trespass or wrong against the owner. 84. 38. The divisions

are irreconcilable &. Therefore the former would seem to be exploded.

But at no rate is the existence of after a demand is refused which

accords to a conversion a produce of sufficient evidence of ownership

therein is sustainable by the builder 2 Bac. 242. 11 60. &c 567.

It is a conceived point that

most builders are than all may maintain &c or wrong for

the full value of the goods against any wrong done whatever 5 Bac.

267. 1st 7 6. B. C. 35. 2nd 39. 3rd 43 2d 143. 1 1st 31.

The builders in all strangers contrary as the absolute owner of the

property &. he always declare as much this between builders & builders

the latter has only a qualified property. On the same principle

the owner may maintain the possess action against all strangers who are
taker away the goods found or injures him, while in his possession, in the act of a boy, who found a jewel, *Pitot*, 33, *Et. 194* 36, 405 9747
*Dec. 346* for the loss of a lawfulpossession was sufficient for his purpose. (Cave it. This is said that the interest or title of a depository or mandatariness is that of a firmand. But we mean that the ground of any bailer's right to sue for the full value is responsibility over to the bailor. Therefore it is concluded that as the depository or mandatariness is not then liable over unless he be guilty of fraud, he cannot sustain an action for Lett 9, *Adair*, 13, *Harij*, 166 5 46.

If this apply that the owner of the right of the bailor above described in another, secondly, if it were the ground of recovery, the depository would have the same right with any other bailor; for every one of them has a special interest; and secondly it can make no difference whether responsible over to more? A mere lawful possess in all cases may sustain an action as it always confer a special qualified property. *Dec. 392* 7 6 70 70, *L. et D.*, 379, 379, 174 5 31, 11, 15 242 230, 510 262

The language of *Dea King* is emphatical. The bailor has such a possessory as to justify him in recovering against all persons, but the rightfull owner? A demeant of house servant may sue the hundred in which he is not the one recover in his own name damages for the loss of goods which belonged to his master, but the foundation of the foundation is not liability over. *Mer. 44*, *Colesop* *P.* Tamber 263 11, 261 260. But also a tenant may have an appeal of robbery or felony for the loss of his master's goods, which is a criminal prosecution, and of their responsibility over which is a must be necessary. *Dec. C. 2* *Sarr. 386* *N Uyς 119 35

Likewise an unregistered landlord who has retained property may maintain an action against a wrong doer. It was upon possession being in the assignee of the thing he has nothing to rely upon in his possession. *C. 37 94.

It has also been determined that when a house has been told over the loss would maintain an action against. Though the land away on the timber is not an act of princes in that way in the recreation is not because he was responsible for that was entirely not the case, but only in name of his possession. From the claim, authority and analogy, it may be seen that it is unnecessary to resort to any restitution over in order to give the bailor an action. The true ground is that is to every wrongs as he is considered as the absolute owner of the property. See the above case *Colesop*, 33, *C. 2* 117 15, 47, 71

But taking it in the ground of liability over the depository or mandatariness do as much entitled to this action as any other bailer for there is a
Banknote. Of the actions to which the baiile are
a possibility of his being subjected - this is sufficient; the actual liability
cannot be investigated in an action between baiile and stranger.

She policy of the law requires that, every baiile should have the right
of action against a bower who for the baiile * baiile frequently live at a great
distance & if the latter were obliged to wait till he could get a piece of atom
from the former justice would often be defeated. If a baiile delivers goods
to a stranger the latter may maintain an action for them & this is directly
in the teeth of the rule above advertised for the stranger is a mere depositary
since there has only been a transfer of possession 9 B.C. 266, 9 B.C. 242. Bell 606.

It is an agreed point that an auctioneer or broker may maintain
an action on a contract for the sale of goods & receive the stipulated price - this
law the the purchaser knows who the owner or principal is. This is in contravention
of the rule that in case of a bail by a dower the master must bring
the action but the cost in such case is charge in the name of the master,
but not in the name of the baiile or auctioneer on whom the destination appears
to be founded 1 A.B. 31. & 86 L. 39. 1 Chit. 11. 7. Much more than may a
factor bring an action in his name. - The same law in case of a
ship captain on goods for freight). These decisions are founded on principle
of merchantable law - a factor is an agent in a foreign country while
an agent in one's own country is an auctioneer may be with the one & with
the other. 1 N. P. 130. I Chit. 39. The baiile & baiile may in many cases
have each of them an action. The baiile cannot maintain one in all
cases but the baiile may in all cases which may possibly arise.
But lias the baiile & baiile have both the right of action in most cases
subsisting at the same time. But such never can he but one receiving
for the full value. If the baiile have in either trespass or promise
the baiile cannot have those actions against the wrong done for in that the party
always goes for the full value and in such cases there would be double
damages for the same offence. But the baiile can have cause the not trespassing
or breaching the special damages which is a stated ground of
action. It is laid down in Bell that the one who first recovers over
the other of his action but it should rather be that the one who first commences
shall have the priority - 13 C. 69. 1 June 215. 216. 4 Bell a. 6. 869.
539 a 959. 507. 129 a. 117. If the baiile has received a satisfaction
from the wrong done he cannot recover an additional compensation of the baiile
for the loss unless it be on satisfaction of the rule may be laid down
in even stronger terms. If the baiile commences an action against
such person he has 40 facts to discharge the baiile for he either procures
the baiile from indemnifying himself as at any rate suspends his remedy.
Dalmont. The actions which the parties may bring to recover a horse, even if it has 
been stolen, are: (1) an action to recover the horse and costs of recovery; (2) an actio 
for the sum of the horse and damages; (3) an action for the full value of the horse; (4) an 
action for the value of the horse and damages. It is the latter action which is 
usually sought in practice and which is the most common. The plaintiff must show 
that he has suffered a loss, and that the defendant is liable for the loss. The 
defendant may show that he is not liable because he acted in good faith and 
without negligence. The plaintiff must prove that the defendant is liable for the 
loss. The defendant may try to prove that the plaintiff is not entitled to the 
full value of the horse, or that the plaintiff is entitled to less than the full value of 
the horse. The defendant may try to prove that the plaintiff is not entitled to any 
damages. The plaintiff must prove that the defendant is liable for the loss. The 
defendant may try to prove that the plaintiff is not entitled to any damages.

If the defendant is liable for the loss, the plaintiff is entitled to recover the full 
value of the horse, or the value of the horse and damages. The defendant may try 
to prove that the plaintiff is not entitled to the full value of the horse, or that the 
plaintiff is entitled to less than the full value of the horse. The plaintiff must prove 
that the defendant is liable for the loss. The defendant may try to prove that the 
plaintiff is not entitled to any damages. The plaintiff must prove that the defendant 
is liable for the loss. The defendant may try to prove that the plaintiff is not 
entitled to any damages.
The subject is closely connected with that of bailments in the course of which most of the inquiries relating to lms. innkeepers have been noticed. At one time, any person may exercise the business of innkeeper, unless the number of lms becomes so great as to be inconvenient to the public, for by Can. Law, there is no establishment without licence. The 1st S. of Can. 1 believe that most of the rest of the States render a licence necessary. 5 Jan. 1789. Well 15. But lms may form their numbers become inconvenient to the public, a coin common nuisance, and the keeper may be indicted at Can. L. for common nuisance. You will readily perceive that this cannot be the case when the taverns are licensed by Stat. 1st 1685. Can. Est. 1st 1689. Or also the keeper of a regularly tavern may be indicted for a public nuisance independent of any reference to numbers. March 1st, 1789. 25th 1785. The duties of innkeeper are generally only to the entertainment of travellers and keeping their animals, they travel with, as also their goods. 3th 1795. 4th 1795.
Cross & Innkeepers

And if an infant infant refuse without sufficient cause to keep
a tenant orry without good sufficient reason, a reasonable
price, unless he is liable not only to an action on the case in behalf
of the person injured, but he is also liable to an indictment of
being disorderly behavior, thus to frustrate the end of the institution. 1 P. 168
1 Black. 245; 2 Dane. 131. If an inn, by himself or himself doing
unlawful force or liquor, he is liable to an act or the case. 1 P. 168
3 Dane 182.

This rule is a bane of the shown of his guest
and his liability for that action is not discharged by absence sickness
or insanity. This strictness is founded in justice to guard guests from
friends, for his absence might be on purpose to avoid all his sickness
or insanity might be affected, or any case he is bound to perform for
such contingencies. Besides the opportunity he has to defraud and
abuse many guests in such cases indispensable. 1 T. 622; 1 Dane 182.

An infant's actions is not chargeable like other innkeepers i.e. as
bully, as he cannot make the court express or implied on which
all bail 1 are founded. He may however be subjected for fraud or
violence or any personal torts but not in omission or mere negligence. From
the law will not allow his privilege to be infringed on the ground of public
harm to 1. 1 Dane 182. If the tenant has not room or continual
accommodation to the traveller justifies his determination to stay. I take
his chance as the saying is the Cross will not be liable except for personal
acts. 1 Dane 183; 2 Dane 183.

It has been made a question whether when
a host requests his guest to lock his apartment a his non compliance in the
occasion of loss, the host is liable for it. The opinion appears to be divided
3 Dane 183; 1 Ezra 266; 1 Mor. 186. For myself I should think
he ought not to be liable, the request is certainly very reasonable and
ought to be complied with. There may be many in the tavern unknown
to the host if he does not lock the door host ought not to be liable unless
it be proved that he was privy to the taking or injury. Merely delivering
the key to a guest does not however discharge the host it is only
merely giving the guest an opportunity of securing his goods it being supposed
that there is no intention of danger given, but it is too much
to say that an inn is ought to keep a guard over every apartment
after he has requested the guest to lock the door. And an host
is liable as such, the ignorance of what the effects of his guest
may consist. That if he were declared as to their value by misrepresentation
should suppose he would not be liable as in the case of a Comer Car.

As a general rule Comer are liable as well only to travellers such as
as such as stay at his house in the character of guests or at the farm usually charged to travelers. He is not liable to his neighbors when they should lodge in his house as we have said above, nor to those who live with him at the same price charged as private for them, as no reason why neighbors should have a higher claim against him than against any other man in whose family they may live. The host in this case is not in the character of land and cannot be liable as such. See 3 Rob. 215; 10 T. 118. Besides the policy of the law does not extend to begin for one who lives in the house, and the a breuer may judge for himself of the character of the case.

An Inn is not chargeable in the absence of the owner for any goods for the keeping of which he receives no reward. By the owners absences among guests, there are an one as directs them of the character of a guest, for the Inn is liable as soon as it is est the relation of Landlord and guest. 1 Sav. 323; 3 T. 191; 5 T. 342, 3, 172, 197; 10 T. 197. 

But for goods for keeping of which he receives a benefit he is liable in the same case of the sort the law is made for the host to keep. Pro. 215. 2 Rob. 335. 10 T. 193. 2 T. 197. 10 T. 197. And also when the goods of a minor are in the possession of his servant is taken by him to an Inn, the Inn is chargeable to the owner or master. See 3 T. 197. 5 T. 245.

As to the wine, see an Inn is liable against its guests, I have already stated the rules in part to you. An Innkeeper may detain the persons of his guest until the whole bill is paid. If the guest have the bill, without paying his bill, without permission the Inn is liable to execute him, and as I have no doubt she has the same remedy against the guest if he fails into a neighboring state. For it has been determined in Cor. 2, and in 10 T. 197, that bail may attach the principle with a hallmark in a neighboring state. As to the Cor. see 2 Rob. 85. 3 T. 187. 6. Holt 383. 10 T. 197.

The Innkeeper may detain the horses of his guest for the expense of keeping the horse but not for any other part of the guests bill. This is according to the general rule in relation to bills on personal matters. No partnership. But though he may detain the horse, he can only use, or sell him, for he is in the custody of the law, the very act would make him a trespasser from the beginning liable as such. 10 T. 197. 6. Holt 383. 10 T. 197.
General Rules

I. The credibility of weight of evidence is in general to be determined by the jury. Its admissibility being matter of law, might be settled by the Court. 2 Ch. Blk. 215. Dec. 368. Vid. loc. 2-3.

When, however, the record is put directly and issued in the place of trial, the weight of evidence is to be determined by the Judge. In this case the issue is closed to the court not to the jury.

See Co. 9-3. 3 Blk. 33-1. 6 Co. 53. Dec. 117-260. Law. 146-8, 277.

Here a record is of too high a nature to be made by a jury in any other way than by itself. 3 Blk. 33-1. Dec. 117-260.

But when a record is introduced incidentally on an issue to the jury, it is to be read as evidence to them, the inferences are to be drawn as to the facts which it imports to find or establish. See Co. 9-3.

Neither party is bound to prove those facts which are not denied.

II. The burden of proof lies regularly when the regular party

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that party who takes the affirmative of the issue. For in general a

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negative does not lie in the nature of the thing admit of any proof. See 5

negative does not lie in the nature of the thing admit of any proof. See 5

Bar. 7 3-3. 2 Bell Ch. 191. 1 Blk. 140.

But then is no except to this rule when one is prosecuted for not doing

But then is no except to this rule when one is prosecuted for not doing

an act which by law he is not bound to do. For in such cases a person

an act which by law he is not bound to do. For in such cases a person

the negator would be in possession guilty, and the negator hence in such as well

the negator would be in possession guilty, and the negator hence in such as well

as criminal cases. See Co. 3-2. 5 Bell. Ch. 143. Hen. 1 Co. 3-2. 1 Blk. 147.

as criminal cases. See Co. 3-2. 5 Bell. Ch. 143. Hen. 1 Co. 3-2. 1 Blk. 147.

abst. 192. 100. 9. Does it hold however unless the alleged commission

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of duty occur in a crime, and in a crime is evidence of duty 192-200.

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III. Irrelevant. Not other evidence can be admitted than such as is pertinent to the issue, or matter of fact in dispute. Other evidence

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is irrelevant. See 6. 2 Ch. Blk. 207. 1 Blk. 128.

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tends to the character of either party cannot be called to questions in
Evidence

In civil suits, unless it be put in issue by the proceeding itself, i.e., unless it conduces to prove or disprove some matter of fact involved in the issue.

[Text continues with legal arguments and references to cases such as Swift v. 141, 121 Eq. 135, etc.]

VII. But in an act for breach of promise of marriage, the defendant is not allowed to prove instances of misconduct subsequent to her marrying and living with him for years, misconduct which might have been known by the plaintiff since his marriage.

[Text continues with legal arguments and references to cases such as Swift v. 141, 121 Eq. 135, etc.]

VIII. In an act by person or master for seducing a daughter or female servant, due regard should be had to the social position of the defendant. The defendant is not allowed to prove instances of misconduct by the plaintiff in relation to the promise of marriage.

[Text continues with legal arguments and references to cases such as Swift v. 141, 121 Eq. 135, etc.]

IX. The criminal cases also where the defendant is put in issue by the prosecution, the prosecution may attack the character of the defendant by proving particular acts or omissions which would be impossible to prove, and which may be prejudicial to the defendant.

[Text continues with legal arguments and references to cases such as Swift v. 141, 121 Eq. 135, etc.]
VII. And in general, prosecutions in which the Deft. is accused of a crime, if the indictment is not found in issue, he is entitled to have it set aside. 1 Mcq. 742. 1st c. 11. 4. This rule is founded in the infirmity of the law towards persons accused of crimes. This indulgence was formerly allowed only in cases cited, i.e., in capital cases, but it is now extended to cases not capital as well. 1 Mcq. 742. 8. 1st c. 11. 4. 5.

He is not allowed, however, on an arrest of information for manslaughter, unless being regarded there as being regarded as purely criminal, proceeding to an indictment or to a direct prosecution for crime. 1 Mcq. 324. 7.

But says indeed that the rule extends to no other than prosecutions for offenses which incur corporal punishment (1st c. 11. 4). The law for the authority does not seem to support (2 Mcq. 324. 8) a general application of 9 there, and opinions directly opposed to it. 2 Mcq. 324. 8.

VIII. Evidence in support of the Deft. character in criminal prosecution may be particular as well as general. The witness may not only testify in favor of the Deft. character generally but may assign particular reasons for his opinion. 1 Mcq. 324. 8. 2

But evidence against his good character must be given, only for the reasons above stated. 1st c. 11. 4.

The case in which the evidence of guilt is weak or merely presumptive, proof in support of the Deft. good character is very important. 2 Mcq. 324. 8.

In all cases, the best evidence which the nature of the case admits must require the production, withholding this, offering, that which is of an insignificant or secondary sort, affords evidence to conclude that the former would operate against the part offering the latter. 2 Mcq. 324. 7.
Evidence

Thus, if a party wishes to prove the contents of a written instrument in existence at his county, the instrument itself must be produced. The contents of it cannot be proved by hearsay evidence. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609. 2 i. b. 885, 28. 4 i. b. 885. 28. to be lost or in possession of adverse party with interest.

IX. Or, also, if a deed is attested by a subscribing witness, the execution of it can regularly be proved by no other evidence than his. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609. 2 i. b. 885, 28. to be lost or in possession of adverse party with interest.

The law does not require that all the witnesses whose might be obtained should be produced. Hence, the evidence of one of two or more subscribing witnesses to a deed is sufficient to prove its execution. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609.

The law requires no process number of witnesses, if necessary, to be established. Rhone v. Rhone, 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609. 2 1st. 4th. 1199 D. 14. 2 1rst. 16. 1299 D. 16. 1299 D. 16.

On a prosecution for perjury, however, two witnesses are necessary to a conviction. For if there is but one, there would be but one oath against oath. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609.

The prosecution for perjury is that the law requires. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609.

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X. But this was not the rule of the Coin Law. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609. 2 1st. 4th. 1199 D. 14. 2 1rst. 16. 1299 D. 16. 1299 D. 16.


But by the Constitution of the War, both witnesses must testify to the same overt act. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609. 2 1st. 4th. 1199 D. 14. 2 1rst. 16. 1299 D. 16. 1299 D. 16.

The rule requiring two witnesses in cases of treason extends only to overt acts of treason. Collateral facts, however, are not constituting no treason to prove the overt act. They must be established by good witnesses, e.g. 1199 P. 5, 1699. 1299 D. 417-420. 1799 A. 587. 1899 B. 386-7. 609. 2 1st. 4th. 1199 D. 14. 2 1rst. 16. 1299 D. 16. 1299 D. 16.
XI. It is in all cases also founded on the principle which governs in the case of perjury, that if the Deponent answers by an
affirmation only, the Affiant cannot be proved; for the answer being under oath
is only on oath against another. 1 Tort. 14. New Mort. 154. Resp. 645.
In Ch. 13. 1 Term. 216. 3 T. L. 109. 3 T. L. 167. 12 T. L. 109.
But in our practice the answer is not under oath the rule therein
State does not obtain here.

And by the Statute of Canons, no person can be convicted of any crime
but upon the testimony of two or three witnesses, or that which is
equivalent, see 1 T. L. 605. Act 6 of 1641.
In the construction of this Statute it is not necessary that the witnesses
should testify to the same fact so much, and may testify to one part of
the transaction a witness to another part. Or the testimony of one may be
direct and that of the other circumstantial, or both of which being of
their testimony he considers as satisfactory at the discretion of the jury
may convict. 1 T. L. 142.

XIII. In your hearing evidence (i.e., testimony by one of what he has
heard a stranger say) is admissible. In 1st the witness does not
answer to the fact in question but to the declaration of another respecting
it. 2d. His declaration is not in Court he is sworn in the cause.
3d. This can be no cross examination as to the fact in question. 1 T. L. 104.
Coke 607. 2d Ed. 130. 3 T. L. 744. 4 T. L. 205. 1 T. Ed. 242. 2 T. Ed. 127.
1 T. Ed. 26. 2d Ed. 122. 2d Ed. 178.

The declaration of a stranger in regular or evidence unless made in
Court under oath. Unless if under a Judge or sworn as administered
with any of the facts in issue he is to be sworn and examined in Court.
1 T. L. 104. 1 T. L. 140. 1 T. L. 179.

And you will also hear as evidence almost, almost, of exceptions where the act
is in its nature can (t,e) presumptuous incapable of direct proof. 1 T. L. 114.
2d Ed. 117. 2d Ed. 121. as in questions of custom prescription, &c. 3d Ed. 700.
4 T. L. 120. 1 T. L. 129. 12 T. L. 174.

Thus on a question of custom or prescription evidence can be proved only by usage; gent. malversation may
be proved by hearsay evidence, e.g. a witness may state what he may have
heard from deceased persons respecting the reputation of the right but not
what they have said relative to acts showing the exercise of it.
1 T. L. 392. 1 T. L. 182. 4 T. L. 182.
XIII. Hence in a question respecting ancient limits, the witness may testify what he has heard the reputed limit, to what other persons have said respecting it, but not what they have said respecting the former existence of a building or wall, in such a place as the latter would be evidence of a particular fact, not of general reputation. 3 Dees 14. 4 T. & C. 33.

Evidence of reputation is upon the same principle admitted in questions respecting the right of way (3 Dees 14. 5 T. & C. 295.) as in the declarations of those Managers respecting them.

Upon the question whether a certain piece of land was parcel of an estate, the declarations of a deceased tenant have been admitted in evidence. 3 Dees 13. 2 T. & C. 33.

Evidence by a deceased steward of money received in satisfaction of rents due when a waste had been deemed admissible to prove the right of soil. 3 Dees 12. 4 T. & C. 120. 12 R. & D. 172.

XIV. The validity of the acts of a Town Clerk and Clerk of the Parochial or of another Town Clerk for Union or other rates, have been admitted to prove the legality of the latter. 5th Inst. 5. 6th Inst. 5. Deeds of land, including those of the ecclesiastical courts, as to the boundaries of their parishes, 1st Inst. 27. 4th Inst. 55. Acts made by one claiming to be the owner of land of money paid him by a tenant, are not evidence of his title, even so between the parties.

Still, however, evidence of the declaration of the deceased owner of land restraining the limits of those who acquire under him is always admitted 3 T. & C. 125.

XV. In questions of pedigree likewise the declaration of persons who from their situations were most likely to know the fact may be given in evidence as facts of this kind are frequently decided in no other way. E.g., declarations of the parents upon a question of legitimacy whether a child was born before or after their marriage. 3 Dees 11. 5 T. & C. 179. 5 Dees 5 T. & C. 179. 5 Dees 124. 12 T. & C. 124.

But declarations of parents are not admissible if personal access during六合, this is forbidden by consideration of morality, under the policy. Parents cannot this last, as no evidence, after marriage. 3 Dees 12. 13 T. & C. 121. 12 T. & C. 121. 4th Inst. 121. 4th Inst. 121.
Declaration of most strangers are not admissible in question of
pretences. 1 T.R. 713. 11 Mq. 22. 37. For they are not supposed
to have the least means of knowledge. 12 El. 6. 155-6 3
But the genealogical of the family or place to which
the birth is admissible when his pedigree is given, and
XVII. To prove the state of a family up to marriages with other
declarations of descent: persons likely to know the fact and the
belief of the family are good evidence. 10 El. 155. To prove when A. married
what children he had, whether there is number of his family and
where what is the age of a child, &c. 12 El. 6. 155-6
L. 738-85. 12 El. 6. 156.
In these cases also a register in a deed, &c. special
verdict showing the pedigree, the between the number of the family
heralds books, registers in a family held. 1 Statements in a will of
banks 2 years evidence these being all in the nature of declaration
out of Court. 12 El. 6. 156
But hearing is not evidence of the place of one's birth or
this is not a question of pedigree but a single point of connection
to be proved like other ordinary facts. 11 El. 37. 12 El. 37. 2 6.
29-51. 12 El. 6. 157. 2 El. 6. 158.
In these cases also not without those exceptions as
hearing evidence a memorandum made at the time of the transaction
inquest by a person in the ordinary course of business and admitted with other circumstances as evidence. 12 El. 6. 157.
XVII. 8. Entry by A deed and A memorandum of A deliver for his property
the course of business being proved to be for the stranger to make
entry. 12 El. 6. 158. 2 El. 6. 159.
An entry in an attorney's book for drawing a surrender
of being dead) was admitted as evidence of a surrender. 12 El. 6. 159.
2 El. 6. 159. The nature of memorandum not evidence.
In the person who made them is dead from the file abroad for
and Entry made in a partner's book by himself has been received
in confirmation of the testimony of A witness who had shown that he saw
the articles delivered to A for the entry some afterwards. 12 El. 6.
2 El. 6. 159. 2 El. 6. 159. But entries in the partner's book are never of
themselves evidence that they may be so in connection with other
concerning evidence. 12 El. 6.
Evidence

XVIII. In criminal cases the rule excluding hearsay evidence appears to be somewhat more strict than in civil but it may be admitted by way of inducement or for the purpose of illustrating the which is proper evidence as well in the former case as in the latter. [citations]

... But there is an important exception to the general rule, in prosecutions for murder, or I presume for any species of homicide in which the declaration of the declarant made under the apprehension of death, or to the commission of the offense, are admissible evidence. For this situation is considered as creating a sanction equal to that of an oath. [citations]

... The declaration of a person mortally wounded but not under apprehension of death or not admissible for the same reason, is not that of an oath. [citations]

XIX. It is not necessary, however, that the party making such declarations should express any apprehensions of approaching death in order to render them admissible. If it can be collected from the circumstances of the case that he was under such an apprehension they are evidence. [citations]

... The question whether such apprehension existed or not must be judged by the Court for the purpose of deciding whether the declaration is admissible. [citations]

But the decision, or opinion of the Court, upon that question is not conclusive. It is still left to the credit of the party, as to the declaration to the jury. [citations]

And if the Court think that no such apprehension existed, they are not to consider the declaration as evidence, i.e. credit.

In the dying declarations of persons accused, and sometimes admitted in civil cases, it may be sworn that another was present at the time of the alleged offense. [citations]

... What a dead person has sworn before or trial between the two parties may always be proved. For he was under oath and liable to cross-examination. [citations]
XXI. If any one of the parties has said in relation to the matter in issue that it may always be proved by the other, no person confessing being always good evidence against himself. *Book iv.* 7 S. 163, 6 L. 126.

If his confession is to be proved not by itself as the same may be for if it be accompanied with any other declarations relating to the same thing the whole must be taken but he is not entitled to the benefit of any qualifying declarations which he may have made at a different time. *2 P. 126.*

And a party is never allowed to introduce his own declaration as evidence for himself except when they constitute a part of the regular or matter of fact in issue as in the case of a special contract or where the making of any act of his which is in question. *E.g.* in case of a tender the declarations of the tender as to the purpose for which the money was offered may be proved in his own favor. *2 P. 129, 3 D. & 1 Q. 185. 14 Mo. 299.*

Mark s. the rule is the same in criminal cases. *1 Rowley 353, 3 Mason 139.*

In one instance what a party has said in a former case may be proved in his own favor in an action for fraud for which he would be exposed to great hardship. *2 Bros. 126.*

But his confessing and evidence against himself whether he does or is taken in his own right or by force for he is the party in the record. *2 D. & 1 Q. 185.*

And what he has asserted by another against a party interested and in his presence is not inadmissible if it is evidence against him for his silence on the case may be taken to imply a confession into a tacit confession. *2 D. & 1 Q. 185.*

XXII. But declarations of a stranger or even of a party not a wife or child in his absence are regularly not evidence against him. *2 D. & 1 Q. 185.*

So in 1273 by husband and wife as also her acknowledgments after marriage are inadmissible. *2 D. & 1 Q. 188.*


But when a wife by negotiation usually regulated by express makes a contract by the husband's authority either express or implied, his declarations are evidence against him. *1 D. & 1 Q. 188. Her acknowledgment that she had agreed to pay a certain weekly sum for

missing her child. *2 D. & 1 Q. 185.*
The admittance or declarations of a debtor or agent if made at the time of being appointed the principal's business a relation to his and evidence against him, are (in this part of the present) Sect. 13. 3 T. R. 18d. 1st Ed. 114. 2d Ed. 28c. 6c. Subject to any orders facts or such as are foreign to the business of the agent. Sect. 18. 4 T. R. 66b. 8c. 2d Ed. 129.

XXIII. The declaration of a bankrupt of his motives for absenting himself at the time is evidence in an act for bankruptcy. It is a part of the present. 3 T. R. 812.

An act of a husband on a petition on the life of his wife, for declarations as to her ill state of health when the policy was effected, an evidence against him, for sometimes in cases where a frequent and public notice of bodily complaints cannot be known by those except by information from the person who is the subject of them. 6 East 195. 4th Ed. 178-80.

When the same principle in prosecutions civil or criminal for battery, the declarations of the person injured of the bodily pain occasioned by the injury made at the time or after suffering it are always admitted in evidence. 1 T. R. 30. Sect. 130-113.

A party to a suit representing or standing in the place of another person. The confession of the latter an evidence against such party, e.g. Confession of the testator and evidence against his heir. 3 Swift 11. 3 Swift 15.

For as the confession of the testator would have been evidence against himself if living they ought to be stuck against his representation.

XXVIII. In an act against a sheriff for an escape the confessions of the escapee that he owed the sheriff and evidence Sect. 65. 4 T. R. 15b. 5 T. R. 490.

For the confession would have been gone evidence of his indebtedness against himself or by the escapee the sheriff becomes liable for the debt.

To sue an act against a sheriff for a false return an act under an penalty by order Sect. 6b. 5 T. R. 15b. 6 T. R. 490.

But in the above case of escape if it were suffered by the under sheriff the confessions of the part of debts would be evidence against the sheriff Sect. 65. 6 T. R. 490. 3 T. R. 65c. Sect. 128. 3 T. R. 793.) The reason is that as a breach of his official duty the under sheriff stands in his place so as for so remote a will liability may be said to represent him.

The act now by the order of a bankrupt has next defined the act of bankruptcy) of the petitioning creditors that is good evidence
in support of the commission of bankruptcy, 1 Esp. 161. Pea. 106. for they represent the bankrupt.

Upon the same principle, when a claim for a sum of money is brought against a man on an act of the absconding debtor, that the same has owed him nothing. Scott, 125.

In the case of a party to a suit claiming or justifying by virtue of another's title, the declaration of the latter as to title and evidence against him as of a fraud, is justified, under the title and by the order of B. 2 4th 1291.

XXV. Where there are several debts, the confession of one will be evidence against himself only, not against the others 5 Ves. 186. 1 Barn. 317. 3 Dall. 443.

Hence in a case against several joint and several obligors, i.e., the confession of the other is not admissible to prove the execution of the instrument or the promissory note. 4 Ves. 174-175.

But there is an exception to the rule (see the case of partners) in one of them is sued alone for a company debt, the confession of the other is evidence against him (see 9 Esp. 60. 3 T. & R. 93.) for the partnership being established each is agent for both.

And the confession of one of two joint and several debtors not being partners is not evidence in an action against the other to prove the contract; yet the contract being established it may be proved to take the case out of the Act of Limitations. 4 Esp. (S. 19.) For in this case the confession is not in the nature of such but as a fact or an act which in evidence has the effect of a new promissory note as an act of and being an oath, can save the case from the Act of Limitations.

XXV. If one of two debtors suffers a default, the other pleads the declaration of the former may be proved in court for the purpose of showing the amount of damages for the verdict apportioned the damages against both so that as to that joint debt and on trial, 1 Brow. 33. 4th 188.

Criminal cases also the confession of the debtor out of court or before a magistrate or evidence against him. 1 M. & S. 123. 361. 1 Lea. 287-319. 1 T. & R. 174. 1 2nd 395.

And if it be proved such that proof of his confession corroborated by other evidence may warrant the jury in finding him guilty, that it was prima facie not just. 19 Ves. 124. 1 2nd 243. 1 Lea. 19. 1 T. 19.
Evidence

Put a confession extorted by torture or threats or promise of pardon is not admissible. Read 12:28. 1 Cor 6:18. 1 Tim 4:2. 2 Cor 11:30

XXVI. And hence a confession made in expectation of being admitted as evidence for the public is not evidence in this case.

But a statement of material facts resulting from a confession they made in good faith, e.g. a thief confesses the theft, and informs where the goods are, and consents to be found at the place mentioned, even though he deny all, is not evidence, but the information is admitted in the place of concave and the part of finding out. Read 1 Cor. 2:9-10.

1 Thess 5:4-5. Acts 13:2. 47.


Thus is there such a trial in Conn.

A distinction is taken between confessions of a party, and those of persons. The latter are not evidence in any case for a habeas corpus to be permitted to enjoin the peace. 16 I. 113. 49 V. 475.


The act of the party went in some cases to an admission which is conclusive upon him. Thus if one acts as an illustrator.

but in some cases to an admission which he cannot deny that he was

2056. 1 Thess 2:19. 1 Tim 1:12. 2056. 1 Thess 2:19.

For as he hides himself up in that character to avoid himself of the benefit of if he cannot ensure his actions otherwise. Individuals

the parties might be a disguised.

So if one make lives with a woman as his wife when she is not

so she may bind him by contract as a lawful wife might.

2056. 2 Corp. 63. 2056. 18. 1 Thess 2:19. 2 Corp. 63.

XXVIII. And in some cases of one person treats another as

holding a particular situation. Thus derives a benefit to himself he is not permitted afterwards to dispute the facts. E.g. A rents

John's land of B the incumbent. Is an act for the occupation. It was not alleged to dispute B's title, by proof of giving

2056. 5 T. R. 14. 2056. 18. 2056. 10. 2056. 2056.
Evidence

Presumption is an inference from facts proved or admitted of the existence of some other fact or facts (Burt v. Burt). If stolen goods are found in the possession of one not sure it is presumptive evidence that he is the thief. (Orr v. Orr. 12 Ed. 121.) But all such presumptions may be rebutted, p. 71.

XXXIX. Long and undisputed possession of any right or property affords a presumption that it has a legal foundation & in such cases, even records may be presumed. The facts to be proved is submitted under the direction of the Court & the Jury. Page 211.

2 Selw. 189. 12 Ed. 121. 1 T.C. 287. 1 B. C. 197. 3 B. C. 297. 6 B. C. 88.

This rule is founded on the principle of quiet possession of long standing. (Co. Litt. 21.) e.g. Grant of post office duties is presumed from long usage. (Co. Litt. 21.) The same. Usage from long possession. (Co. Litt. 21.) The same. Actual ouster between tenants in common from the sole & undisputed & undisturbed possession of one for thirty six years, without accounting, &c. (Co. Litt. 21.)

XXX. So deeds of land made by the advertisements of land, have been presumed after long & quiet possession. Bush v. Bush, 39 St. 399. 1 B. C. 297.

And that the same is established is shown by the fact that an undisturbed possession for twenty years in one or fifteen in Court may in analogy to the Statute of Limitations be held to the Jury as a ground of presumption.


In case of a bond which has been due 18 or 30 years without suit or interest, it is presumed if not paid, the payment will be presumed unless the maker can assign a good reason for the delay. (Co. Litt. 21.) 53 St. 297. 1 B. C. 297. 3 B. C. 297. 53 St. 297. 1 B. C. 297.

Burr v. 436. 1 B. C. 297. 1 B. C. 297. 53 St. 297. 1 B. C. 297.

So even if he can account for the delay, the smallness of the demand, or perhaps absence of the demand, or perhaps absence of the payment, or if the case prove a recognition of the debt within the time as by payment of interest, or (Co. Litt. 21.) 1 B. C. 297. 53 St. 297. 1 B. C. 297. 53 St. 297.

Then an endorsement by the creditor is made before the time when such presumption might have arisen is good evidence of such payment. (Co. Litt. 21.) 53 St. 297. 1 B. C. 297. 53 St. 297. 1 B. C. 297. 53 St. 297.
All an assignee entitled to a debt payable by installments gives a receipt for one installment, it furnishes a strong presumption that the preceding installments have been paid. So also of rent. Book 24. 3 Bl. 371. Chapt. 105. 1 S. C. 399. But then presumption may be rebutted, it must.

But mere length of time short of that prescribed by the statute of limitations to which the statute applies is not a sufficient ground for presuming the extinguishment of a right. Book 24. Chapt. 105.
Evidence is divided into two kinds: written and unwritten. Written evidence is divided into three kinds.

I. Records. II. Public writings or documents which are not records. III. Private writings. Park 3. 4.

1. Records are written memorials of the law of the State or of the proceedings of justices according to the laws of the State. Hence written memorials of the acts of the Legislature are records of the courts of justice and record. Gilb. 43. D. 2. 235-236. Park 52. 476-477.

A record can never be contradicted for it is an absolute and uncontrollable entity, i.e., a real legitimate record. For in law no evidence is admissible to prove a record. Therefore, no evidence can be admitted to contradict one. Gilb. 8. 271. Park 47.

A record is made erroneous by many of any unauthorized alteration that fact may be proved only by proof that if it is not a record but a mere forgery. But no evidence is admissible to prove that an alteration which is made by the party altering is erroneous, for our courts have power to correct its own records. Gilb. 44. 2767. 1 St. 216.

An alleged evidence may be admitted to show that a writing purporting to be a record is not a record but a mere forgery. But no record for this is not falsifying a record but denying the writing to be one which is a matter of fact to be proved like any other.

Fictitious dates of writs issued in vacation may be contradicted when necessary, for the advancement of justice, and the real time of issuing the writ may be proved.

For the thing to be contradicted is a mere fiction of law and is known to be such. And it is a general rule that all fictitious law may be contradicted when justice requires it in cases of tender. Gilb. 44. 2767. 1 St. 216. Park 27. 29

As records are memorials of the law to which all persons have an equal right of access, they cannot be removed from place to place for private purposes, therefore they are provable by going, which is the best secondary evidence. Gilb. 44. 275-276.
Evidence

And on this subject it is a general rule that when writing for public notice, a copy would of itself be evidence if produced, an authenticated copy is also evidence. 5 Salk. 154. Dec. 372.

But on the other hand, a copy of a copy is no evidence whatever for the first copy not being produced in court is never authenticated. In this view, the attestation of the last only proves that it is a copy of the first copy but proves nothing of the original. 1 Salk 154. 3 Salk. 356.

The public acts of the Legislature require no proof of any kind except, being the law of the land, they are supposed to be known by all persons and the Judges are bound to know them. The Statute Book is read to refresh the minds of the Judges and not as containing any evidence of the law. 5 Salk. 285.

But private Statutes not being the law of the State are not supposed to be known to the public or even to the Judges. Hence they are required to be proved as facts like other records. 1 Salk. 239. 1 Mer. 126. 5 Salk. 221.

And that a private fact should be printed in the Statute Book, it can not be read in evidence for this is no more than a private unauthenticated copy not verified by oath or any official sanction. 5 Salk. 225.

But if the Legislature declares that a fact in its nature private shall be deemed public then it will be sufficient evidence or rather no evidence is necessary for the Judges are bound to take notice of it as of a public statute. 5 Salk. 224.

Copies of the record of the Legislature are to be certified by the Secretary of State.

Records of Acts of Justice are to be certified by the proper officers, according to our practice by the Clerk where the Court has a Clerk or otherwise by the Judge himself. In both cases the copies are to be authenticated by the seal of the Court, whenever the Court has a seal. The copies are presumed to know the seal of all the other courts and all the Legislature of the several states.
Copies of records under seal are called exemplifications. And it is a rule of law that the seal of public credit is full evidence of its own without oath or other authentication. 18 Mod. 125-6. Gill 13

Chadwell 411 a. (Stanard 116-9.) 1 Bla 1469.

But it is enacted by Act of U.S. that all exemplifications or office books which are kept in any public office in any State, not appertaining to a court, shall be proved by the admission in any court or office in any other State by the attestation of the keeper of the said records or books, and the seal of his office if there be one together with the certificate of the presiding Justice of the Court of the County or district in which such office is kept, or of the Governor, Secretary of State, Chancellor, or keeper of the great seal of the States, that such attestation is true and certified by the proper officer and said certificate is given by the presiding Justice, or shall be further authenticated by the Clerk or Register, who shall certify, under hand and seal of his office, that such presiding Justice is duly commissioned and qualified, but if given by either of the aforesaid officers it shall be under the great seal of the State. 7 Stat. 646, 8, 135.

Copies of the Records of Courts of Justice an of four kinds
I. Copies under the great seal. These are not known in this country.
II. Copies under the seal of the Court in which such record belongs.
These are in this country, what the former are in England.

III. Office copies. i.e. copies certified by an officer appointed for that purpose, but not under seal.

IV. Sworn copics. i.e. copies compared with the original by a witness and sworn to by him in Court. Gill 21-2. Page 189

(i.e. Page 186)

Copies under the great seal are deemed not copies but records themselves as there in Eng. and the only evidence of a record on a law of our public record in a Court equal or inferior to that where record is in question. But a inferior Court may indeed receive the record itself by unit of certamin. Chadwell 411. Gill 14

Chadwell 118. (Page 18-9)
Example: Let us consider the great seal being unknown. Then the evidence under the seal of the court and the highest evidence known in our laws is regularly the only evidence admitted in a piece of real or real record. The rule applying when the existence of the record is not in issue is: And the Court shall not, that of which it is claimed to be a record. Sect. 41. B. & C. 2. Peake’s 30th. For the record is in question in the act to which it belongs, the original itself is to be inspected by the Judges. 2. However, on the replication prove an inspection of the record Peake’s 39th.

The issue of real or record always concludes to the court and more to the Judges. See Laws on Proofing in 1772. But when as record is only matter of evidence it is not the gist of the case, and the case concerns the floor. Sect. 2. 230. Gill’s 16th. 1. Sect. 145. 6. Laws 46th.

In these cases when issues is tried by the court, a sworn copy is admissible But 230. 2. East. 1773.

For the existence of the record as well as the issue is in this case tried by the Judge, not by the Court. But the copy of a sworn copy is no more admissible in this than in any other case, however it may be authenticated Peake’s 39th.

This is where admissible, only if the copies are genuine and recorded by the court or some officer, appointed for that purpose, when so granted they stand as collateral proof to support them, but in their own full evidence in all cases where they are any evidence at all. Sect. 23. 1. West. 210. B. & C. 2. Peake’s 39th.

But a copy certified by an officer not authorized by the law to make such certificate is no evidence at all, and it derives no authority from the certificate of such officer. Sect. 23. 2. 4. B. & C. 2yr.

But although a record is in general proveable only by copy of some kind, yet if it can be proved that such a record really existed and is lost with out the fault of the parties, then inform. evidence may be admitted to show its contents. Sect. 22. 1. Bent. 279. 1. Midw. 117. 1. Peake’s 235. B. & C. 2. 188.

And in such case a copy if sworn to on the not exemplified or sworn to is admissible provided probable evidence can be shown that it is substantially a copy.

This is allowed from the necessity of the case. Sect. 23. 2.

This rule however applies in general only to ancient records or if a recent record is lost as the contents
Evidence

on the so far in the recollection of any person or of the court that
they may be proved. The Ct. will order the record made again

Generally an exemplification or copy in order to
be admissible must be of the whole record, not a mere extract
for a detached part may give a very different impression from that
of the whole. The rule is the same as to other instruments
as deeds. 1 Inst. 175. 2 Co. 127.-5. pillar 17-23.

These are the rules relating to the manner of proving records

The next object of inquiry is against whom records
may be evidence in a civil suit.

And in general a verdict or Judgment in a
civil suit is evidence only as between the parties, their
servants and tenants, (as) 1 Inst. 136. Bull. 172.

Burrow. 725. 1 Co. 2. 112. 1 Mer. 624. Peak 38-64.

Humanity exists in four cases:-

1st. Injury in blood as between an assessor & his heir at law.

1 Inst. 322. 36 East. 355.

2nd. The second kind of privity is called privity of estate as e.g.
between lessor & lessee, joint tenants, etc. 1 Inst. 152. Bull. 232.

Silvert. Co. 3. 91. 10 Co. 92. 3 B. 6. 23. Peak 29-30.

3rd. Privity of the third kind is called privity in law as between
husband and tenants in common. 1 Inst. 252. 3 East. 353.

4th. Privity of the fourth kind is called privity in representation
as between tenant & Coo. Intentate & Administration. 4 Co. 123-4.

We now proceed to examine into the effect of

between the parties & their privities.

And on this subject it is an established rule that

a Judgment by a Court of competent Jurisdiction directly on

point in question is forever conclusive against the parties & their

privies. 6 Co. 7. 1 B. 6. 132. 2 B. 6. 66-88. 2 Inst. 124-5.

Hence a final Judgment has been rendered in a

suit it can be impeached only by due course of law, i.e.

by bill in eq., writ of error, appeal, or by convert by

praying for a new trial. Final Judgment can never be

impeached or called in question in any collateral way.
i.e. by any original action. Peak 31. 1 Day 170.

The reason of this latter rule is that a final
judgment decreeing any right must determine the controversy
or litigation would be needless.

The rule is the same as to awards of Arbitration
decrees in ch. there being equally conclusive unless set aside
by due course of law. 1 Day 130. 3 i.e. 50. Peak 68-75

If the judgment has been given for
default or demurrer or prior to the action or in any way so that
the right is decided, the deft. cannot, while that judgment
remains in force, maintain any similar or concurrent action for
the same cause, because the form of the action cannot vary the
rights of the parties. 3 Mcq. 564-240. 2 Dnb 827. 3 Peck 84-6
552-3. 1 Ch 79. 6 Mer 107

But this rule does not hold where the action
is repudiated or when it fails for want of the necessary
allegations, because the rights of the parties are not decided for
the grounds of claim are different. 1 Hert 169. 1 Soc 1173
9 Ch 87. 8 Ch 472. 2 Mer 318. 3 i.e. 72. Def
may recover the amount of the
amount of the

On the other hand if judgment is given for
the recovery of his debt or demand it is conclusive as to the
existence of that debt against the deft. and his representatives,
whether given on demurrer or otherwise. 1 Day 170. 1 Day 769. 3 Peck 36-72

Hence the deft. can never recover back money
owed under such judgment, though he have the clearest evidence
that it was paid before judgment rendered or that it was never
due. Nor can he maintain an action against the deft.

for fraud in obtaining the judgment. For this would be collaterally
impeaching the judgment. 1 Day 130. 3 i.e. 50. Peak 85-75
2 Hlb 414. 7 Day 169.

The same rule holds true in regard to decrees in Chan
and awards of Arbitration. Peak 68-75. 1 Day 130. 3 i.e. 50

The case of Moses vs. The Fortuna & Burrow 1009
has been supported by some as to impeach this rule but I
think it does not interfere with it. If it does it has been
overruled as not law.

And it has been decided that if a party or being
ever pay the demand in the time at the time dey, that it is not
In the application of this rule there is a distinction between real and personal actions, 6 & 7.

In real acts also there are various degrees some being of a higher nature than others. Hence a Judge in a personal act or in a real one of an inferior nature is no bar in the first instance to a real one, but the last is a real one of a higher nature; for the right decided is different.

As if A. said to B. in Trump's lawn, A man began to recover, I also recover, a real act, as much the former Judge is no bar to the latter act, and for the first the first restricted only to the possession intereius, the last is to settle the real title. 3 & 4 & 25 & 29.

But in every species of act a Judge so far regards the immediate matter in issue is a conclusion on the 25 & 29.

Hence if any precise fact is directly put in issue in any real act, the Judge is always conclusively so to that fact.

As if it were the fact that A. S. did seize is put down in issue, the Judge will afterwards be conclusive even in a real act, 3 & 4 & 25 & 29.

So make a record in a former suit conclusively upon any point or matter of right it must appear from the record itself, that such point or matter was directly put in issue; for when A. B. runs into a contract on which he has been barred in a former suit, the Judge in such case conclusively against him.

On this subject it must be observed that it is always admissible to show by extrinsic proof that the subject of
Controversy is the same or different, as necessary result for this Court appear from the record. The term varies as this distinction is to be drawn that whereas a given point was an issue must appear from the record, but whether the subject of the controversy be the same or different may vary must be shown by extrinsic evidence.

But in an action for performing work unskilfully, the record of a former action in which the Deft recovered compensation for performing the work is no bar against the Deft for it does not appear that the unskilful performance was put in issue at all relied on as a defence Wills 45. 2 June 24.

And a prior Judge between the same parties is conclusive as well when the point decided by it comes afterwards in evidence in issue as where it forms the ground of suit.

As in an action on a policy of insurance with a warranty of neutrality, a sentence of a Court of Admiralty condemning the ship as enemy property, is conclusive evidence as to the point of neutrality. 1 Ira. 354. 3 T.R. 196–197. 2 East 268–270. 7 P. C. 326. 10 Doug. 554.

To illustrate the rule by another example. If in an action of ejectment by an heir at law of a tenant should come in as to the marriage of his tenant, it is conclusive.

But a prior Judge is no evidence on a point which arose incidently in a former suit. 2 Ira. 315. 3 Ira. 354. 44

As if in a suit between the S. R. it is determined that a witness offered is legally infamous. The Judge in the former suit can be no evidence in the second for the Plaintiff upon collaterally on account he does no such facts.

And the Judge of a Court in a point only incidently cognizable by it is no evidence between the same Parties in another suit.

As e.g. when a question of Admiralty Jurisdiction arises incidently in a suit of Cont. Law. As whether there were conversion goods on board in an action on a policy of Insurance. The Judge would be no evidence between the parties in a subsequent suit. 41 T. R. 47.

The rule is the same in regard to a point only instructible by argument from a former Judge.
Evidence.

As if A sues B on a contract & defends on the ground of infancy, it is not competent for A to show that he formerly paid & on contract is rescued, for the record discloses nothing in regard to the question of B's infancy.

And I premise this just because the parties in the general issue is not conclusive that the right of A is the same, unless the cause of action is the same.

As if A sues B for a nuisance, & receives & afterwards brings another suit for the continuance of the same nuisance, it cannot give the first suit in bar of the second action for the same injury, if it is not the same identical interference.

Sec 37 & 38. 5th Ed, 232. 5th Ed, 238.

The same rule holds in cases in the action of trespass and in all places where the English term of eject is used, see Gart, 1st Ed, 239. 2nd Ed, 237.

But in those still similar cases the verdict is not conclusive of the point.

Sec 37 & 38. 5th Ed, 239. 2nd Ed, 239-240. 3rd Ed, 316. 11th Ed, 119.

Carly, 1st Ed, 239. 2nd Ed, 240.

The foregoing example goes to show that the verdict is not conclusive unless the cause of action, as well as the right on which it is founded, be the same.

But if the title or any particular fact has been put in issue destined to show, the verdict as to that point is conclusive, 5th Ed, 240. 3rd Ed, 242. 5th Ed, 243.

Therefore the verdict may sometimes be evidence of the non-conclusiveness of a suit, in the same manner as not being a bar to a new suit.

Therefore the question is a question of right is a question of law, deciding that right.

A verdict is mere evidence of a matter of fact, the whole of which must be pleaded & tried by way of refutation, if it go conclusion.

The object of a verdict is to show or it is determined by it as an admission by verdict or otherwise.

Sec 35 & 36. 5th Ed, 242. 3rd Ed, 243.

Thus, when evidence of a matter of fact is given, the evidence is conclusive evidence. Amb, 256. 1st Ed, 239. 2nd Ed, 240. 3rd Ed, 241.

Hence a verdict cannot be given in evidence except in certain exempt cases, nor can it be used at all until the cause of
action for the same in both suits.

But a verdict to be conclusive between the parties to their

actions must be pleaded and proved by way of evidence but it may

sometimes be given in evidence as a fact in conclusion. 3 Inst. 232.

But not unless the point was directly in issue in the former suit.

3 East 365; 5 Gill-29-35; 3Dark 37.

But the cases to which this rule applies are those where the cause

of action is not the same but the dependence on the same title or the same

fact.

49 if two pieces of land be held by one

and the same title as a deed or devise a verdict in an action

for one may be given in evidence in and as to the other the

real is not conclusive. 3 & 4 Wm. 29-30; 3 Inst. 29; 5 Gill 29-30; 3

Bevill 137; 3 & 4 Wm. 179-180; 3 East 137

A prior verdict in a suit for nuisance or disturbance

may be given in evidence in a subsequent suit for a continuance

of the nuisance or a repetition of the disturbance but the verdict

will not be conclusive for the causes of action are not identical

the they were out of the same cause or right. 3 East 365; 3 Wild 37.

Again a verdict in a prior suit of ejectment for a gain

of possession of land may be given in evidence in a subsequent suit

for it does not appear on the record that they are the same parties.

3 & 4 Wm. 179-180; 2 & 3 East 367

As Swiftly. So a rule is laid down which may lead to a

mistake unless noticed. It is this that a verdict cannot be

given in evidence unless the fact which it imparts to determine

an especial issue is found. But this cannot be true. 5 East 137.

The true rule is that such verdict cannot be given as conclusion or read by way of statement. But it may be given

of fact of the map of evidence or by furnishing a degree of proof

in connection with other evidence.

Thus much as to the effect of verdicts in ejectment

cases when admissible.

We are now to inquire for a

verdict against whom as they are evidence.

And it is a general rule that a verdict or judgment in

a former civil suit is no evidence of the right which it imports

to establish except between the parties to such suits their privity.
Evidence.

The principle of the rule is this: that third persons are not in general to be bound or affected by a suit or verdict between other persons, because not being parties to the suit nor appearing on the record, they have had no opportunity of defending or bringing a suit of error, or appeal or in any way of availing themselves of any error or irregularity in the proceedings in the former suit when they might not therefore be affected by the verdict or decree. Gill v. Gilmer, 34 Ohio, 241. But if the suit was prosecuted by the plaintiff as against the defendant, they are not bound or affected by the verdict or decree. 3 Meck. 500. 15 Ohio, 165.

And as the benefit of this rule should be mutual third persons cannot take advantage of each other or they own against the parties themselves. This reason is that it is not in the interest of the party to be bound or affected by the verdict or decree in the suit between the other parties. Gill v. Gilmer, 34 Ohio, 241. 3 Ohio, 165. 15 Ohio, 165.

Third is that no exceptions to the generality of these rules but they are so complex that you will better understand them if I refer you to the examples in Peak 53, Gill 35 to 35. 3 Ohio, 165. 15 Ohio, 165.

But the rule that a record has no evidence except between the parties to the record is by no means universal. There are several exceptions. As of , a person in his own name or the name of another party to a suit the verdict will be evidence not conclusive evidence for or against the former. The reason is that the nominal parties on the record are different than the suit cannot be conclusive but the Court will so far recognize the real parties interested is to admit the record in evidence. As if J brings an act of ejectment against D. in the name of John Doe. A afterwards brings another for the same land in the name of Richard Roe. The first case cannot be placed by way of evidence in the second action for the parties appearing on the record are different. The Court will however admit proof to show that the real parties are the same as thus admit the record in evidence. Peak 53, Gill 35. Peak 40.

And in this case the verdict is evidence both ways i.e. if John Doe recovers in the first suit the verdict is evidence for Richard Roe in the second vice versa.

So also in any action of trespass is brought against C who joins as the tenant of D. So the verdict is evidence against D for the same cause B. justifying on the same ground. And it is the same witness both where for D is virtually the same nominally the party interested in the suit. Peak 40. Doug. 57.
Another exception to the general rule is when the point in dispute is a question of public right. In such cases all verdicts finding or negating the right in a certain suit will be evidence in a subsequent suit between different parties the not conclusive.

So also where the point or right in dispute is found on a custom which is denoted by a Statute, a Custom is found by a Jury. This verdict is held by a subsequent action founded on the same Custom the not conclusive. [156-159. [160-163. Custom]

As if a city or corporation brings an action against A, claiming a certain right by a Custom or Precedent, in a subsequent action against B, for the same title the first verdict will be evidence for or against the Defendant according as the Jury find the Custom or Precedent of such Custom. The principle on which the rule is founded is this, that as the right in dispute is a public right, one cannot go in Ward in the community or party, i.e., as she is a party so far as respect the establishment or negation of the right.

Again, the sentences of Courts when proceedings are in re, not are generally conclusive against all persons whether parties interested or not.

Private directly on the subject of Controversy. As if A is the owner of a Ship, libeled in a foreign port a condemned, now if B who belongs in another country orcient claims in the verdict against A, is forever conclusive against B.

The reason is that all persons or any person on earth have a right to enforce their claim to defend the Ship before condemnation and thus potentially hostile to the case. For the action is not against any individual but against the property directly. 3 T. 196-198, 168-169, 169-170, 171-172, 172-173, 173-174.

Thus, therefore any matter determined in such court comes afterwards incidentally in another as a Court of Law, and it must come incidentally (at all) that sentence is conclusive.

And in an action on a Policy of insurance with a warranty of identity, if the underwriters can show such sentence a condemnation of an Admiralty Court it is conclusive and they are to charge.

And so forth. The rule is the same as for the ground reason in regard to the sentences of Probate Courts. N. C., having Administration of the Probate of Will & Administration. For the same reason...
Evidence.

I say for hire also all persons are potentially partners, as any one
may at any time to exhibit his claims of hire at law.

Hence when one was indicted for breach of
the

...
it ought to conclude Third persons that they neither were nor could become parties to the suit. But why? I answer. A sentence of an Ecclesiastical Court affects directly upon the marriage and immediately it, I view the proceeding as in said they must in the nature of the case be conclusive against all persons.

Such a sentence however is not conclusive on an indictment for bigamy. Only if it is intended for marrying while he had another wife living, she may be convicted notwithstanding the sentence of an Ecclesiastical Court declaring the second marriage good. This sentence is not conclusive because it is said that the case involved a question over which the Court had no jurisdiction, i.e., the Criminal Code of Bigamy, 11 State Trials 261. It seems difficult however to distinguish this from the former case of a sentence. But the distinction is said to be in that the King who is a party to the last act has no right to make himself a party in the Ecclesiastical Court, whereas the proceeding in Probate was open to all persons.

And in the case already mentioned individually who are strangers to the action may show that the sentence was obtained by fraud between the parties because there intrinsic facts declare I make out the most certain proceeding. At fraud by one party, upon the other would not have such an effect but this is a fraud upon the one lawed when two parties conspire to impose upon the other. They shall recover a benefit from it. 1 Deed 246. Amb 460. 11 St. 390. 261. So also when one has been compelled by suit to pay money for another—afterwards suing for reimbursement, he may give in evidence the record of the former suit against himself. The Deft was no party to the suit. But the record is in such cases admissible not to show that the Deft was the principal or that he was under any obligation to Defend but only to show the fact that he has paid money. A how never, which an essential I can be shown in no other way. And still the defendant may deny that the debt was due.

It also when the Sheriff has been sued for the default of his Deputy, I run for reimbursement he may give in evidence the record of suit against himself, as in the last case, but not to prove the guilt or liability of such Deputy. The rule is the same when the endorser of a bill of exchange is sued for the default of the acceptor, or a master for the act of his servants.
Evidence.

Again in an action on the covenant of warranty in a deed, the Deft. may give in evidence the record of a prior suit, in which he was plaintiff for the purpose of proving the fact of warranty. The present Deft. was not a party nor privy to that suit. For this is a fact which must be proved as without actual evidence there can be no recovery. But such record is no evidence whatever that the title of the grantor was not good. This must appear from the survey, Sec. 28, Yell. 32. 1 Roll 396.

But if the Covenantor was a party in, in the prior suit the record is conclusive evidence against him. For a better account of this subject see my Title of Con. book.

So also an action on a warranty of title to a personal chattel the Deft. may give in evidence the record of the former recovery against himself, merely for the purpose of proving that he has lost the property. 1 Den. 817. 5118.

So also a former recovery of satisfaction obtained by the Deft. for the same claim against a stranger is evidence for the Deft. that such prior recovery and satisfaction have been had. As if the holder of a bill of exchange brings an action against the endorser, the Deft. may give in evidence the record of a former suit in which the Deft. recovered against the endorser.

So also if a joint endorser has been committed by a suit for the whole amount obtained in a former suit against the Deft. the no satisfaction was ever obtained upon it, at the same is true in all cases of Joint Notes. Ct. 313.

Again in those cases in which a party to a suit derives his title from a Judge in a former suit between himself and a stranger he may give in evidence the record of that Judge, but with the Judge brings his action against the Deft. for a piece of land which he claims under a Deed of Executor against the Deft. he may give in evidence the record of such Judge's suit to prove that he has all the title which the Deed had, but that P's title was good, or must be shown from the survey. How the record is intended acts, but as it contains a is the only evidence of P's title it is in the nature of a Common Assurance.
Whether a verdict in a prior criminal case can be used in a subsequent civil suit to prove the point found in it remains a question at this day. As if A commits a battery on B, it is prosecuted and convicted for a breach of the peace. Afterwards A commences a civil suit for damages. Can the record of the former conviction be given in evidence by B? I fear it cannot.

But a record of a prior civil or criminal case is doubtless evidence to show that such suit was true. As if in an indictment for perjury, the record of a suit between A & B., to show that such a suit did exist, as that in which the prisoner is charged with having perjured himself is the proper evidence. 1 N. 243. Peak 48.

But a verdict in a former suit is in no case evidence of the facts found by it until final judgment has been entered upon it. Therefore when it is competent for a party to introduce a record to prove a fact found by it, it must also be accompanied by the judgment rendered upon it, else it will be presumed that the judgment has been arrested or set aside. 1 W. 343. B. 244. 4 Johns 276.

But the rule does not apply when the object is to prove that another suit has been had for whether judgment remains or is set aside, the record is sufficient to prove that such a suit or suit has been had. And in such cases the justice is alone sufficient. 3 B. 243. Peak 47.
Evidence.

And as precedes out of Chaucer, without a more in personal
of it is no evidence of the facts found by it. But a decree
is as necessary in this case as a Quay in the last for a decree
in this is nothing more or less than a Quay in a Ch of Law, the
name only is different: B.N.S. 184. Plll. 193. Sect. 36.

There are some rules of evidence necessary to be
known in this country which are not found in Com. Law Books.
I refer to the rules relating to the mode of proving in
one State the records of another.

And first would observe that the records of the U.S.
as the acts of Congress & of the United State Court, and process
in this may be used as the own.
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